



license and agreement does not grant you any intellectual property rights in the software and all rights not expressly granted are reserved by Owen L Schmidt and Owen L Schmidt LLC.

You may not rent, lease, sublicense, assign or transfer your rights in the software, or authorize all or any portion of the software to be copied onto another user's computer except as may be expressly permitted herein. You may, however, transfer all your rights to use the software to another person or legal entity provided that: you also transfer this license and agreement, updates, and prior versions to such person or entity; you retain no copies, including backups and copies stored on a computer; and the receiving party accepts the terms and conditions of this agreement and any other terms and conditions upon which you legally purchased a license to the software.

If the software is an update to a previous version of the software, you must possess a valid license to such previous version in order to use such update. All updates are provided to you on a license exchange basis. You agree that by using an update you voluntarily terminate your right to use any previous version of the software. As an exception, you may continue to use previous versions of the software on your computer after you use the update but only to assist you in the transition to the update, provided that: the update and the previous versions are installed on the same computer; and the previous versions or copies thereof are not transferred to another party or computer unless all copies of the update are also transferred to such party or computer.

You agree to hold Owen L Schmidt and Owen L Schmidt LLC harmless from any and all liabilities, losses, actions, damages, or claims (including all reasonable expenses, costs, and attorneys fees) arising out of or relating to any use of, or reliance on, this software. Under no circumstances will Owen L Schmidt and Owen L Schmidt LLC be liable to you, or to any other person or entity, for any loss of use, revenue or profit, lost or damaged data, or other commercial or economic loss or for any direct, indirect, incidental, special, statutory, punitive, exemplary or consequential damages whatsoever related to your use or reliance upon this software, even if advise or the possibility of such damages or if such damages are foreseeable. This limitation shall apply even in the event of a fundamental or material breach or a breach of the fundamental or material terms of this agreement.

Limitation of liability. In no event will Owen L Schmidt or Owen L Schmidt LLC be liable to you for any damages, claims, or costs whatsoever or any consequential, indirect, incidental damages, or any lost profits or lost savings, even if Owen L Schmidt or Owen L Schmidt LLC has been advised of the possibility of such loss, damages, claims, or costs. This limitation applies to the extent permitted by applicable law in y our jurisdiction. Any aggregate liability shall be limited to the amount paid for the software.

The software is being delivered to you "AS IS" and neither Owen L Schmidt nor Owen L Schmidt LLC makes no warranty as to its use or performance. Neither Owen L Schmidt nor Owen L Schmidt LLC warrants the performance or results you may obtain by using the software. Except for any warranty, condition, representation or term to the extent to

which the same cannot or may not be excluded or limited by law applicable to you in your jurisdiction, neither Owen L Schmidt nor Owen L Schmidt LLC make no warranties, conditions, representations, or terms (express or implied whether by statute, common law, custom, usage, or otherwise) as to any matter including without limitation non-infringement or third party rights, merchantability, integration, satisfactory quality, or fitness for any particular purpose.

If any part of this agreement is found void and unenforceable, it will not affect the validity of the balance of this agreement, which shall remain valid and enforceable according to its terms. This agreement shall not prejudice the statutory rights of any party dealing as a consumer. This agreement may only be modified by a writing signed by Owen L Schmidt. Updates may be licensed to you by Owen L Schmidt or Owen L Schmidt LLC with additional or different terms. This is the entire agreement between Owen L Schmidt and Owen L Schmidt LLC and you relating to the software and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the software.

If you have any questions regarding this license and agreement please use the address and contact information included with this software.

Owen L Schmidt

Owen L Schmidt LLC

NEPA Models and Case Lists, ©2010, Fourth Edition, First Printing.

Rose City Park Press Publishing, P.O. Box 18147, Portland, OR 97218-8147

◇◇