



PS³ Terms & Conditions

The sole purpose of Profile Product LLC's ("Profile") Soil Solution Software ("PS3" or the "Software") is to assist the software user, who accepts these terms and conditions, in the design of erosion control and revegetation for slopes and channels incorporating Profile's products as a means for erosion protection and revegetation. It is the responsibility of the user of this Software, who should possess the necessary industry knowledge and experience, to understand the Software's limitations, to determine the appropriateness and accuracy of the Software input parameters and to review and verify the correctness of the computed results. The use of this Software with any product not marketed or authorized by Profile is prohibited. Each user agrees to treat the information used to access the Software as Profile's confidential information, and to only share such information with authorized agents of the user. Furthermore, in acknowledgment that the Software is owned and copyrighted by Profile, each user agrees to not copy, distribute, publish, download, reverse engineer, decompile, disassemble, modify or translate the Software or to make any attempt to access the source code of the Software. User acknowledges and agrees that Profile can revoke user's right to use the Software at any time for any reason. The information you enter into PS³ will be kept in strict confidence, will not be shared with anyone outside of Profile Products and may be reviewed by Profile personnel for consultation purposes.

EACH USER OF THIS SOFTWARE SHOULD RECOGNIZE THAT ALL COMPLEX SOFTWARE AND ITS DOCUMENTATION CONTAIN POSSIBLE OMISSIONS AND UNDIAGNOSED ERRORS.

PROFILE PRODUCTS, LLC AND ITS DISTRIBUTORS/AUTHORIZED AGENTS ARE NOT RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR PROVIDING INFORMATION ABOUT, OR CORRECTING ANY ERRORS AND OMISSIONS DISCOVERED AT ANY TIME IN THE SOFTWARE. PROFILE PRODUCTS, LLC AND ITS DISTRIBUTORS DO NOT ASSUME LIABILITY FOR ANY DAMAGE THAT MAY RESULT FROM THE USE OF THIS SOFTWARE AND DO NOT WARRANT THAT THIS SOFTWARE IS FREE

FROM "SOFTWARE BUGS" OR ANY OMISSIONS OR ERRORS. AS A CONDITION OF THE USE OF THIS SOFTWARE, THE USER AGREES TO REPORT ANY SOFTWARE BUGS, ERRORS OR OMISSIONS TO PROFILE WITHIN FIVE (5) DAYS AFTER DISCOVERY.

PROFILE PRODUCTS, LLC AND ITS DISTRIBUTORS/AUTHROIZED AGENTS DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THIS SOFTWARE WILL MEET THE REQUIREMENTS OF ALL USERS OR THAT THE OPERATION OF THIS SOFTWARE PROGRAM WILL BE ERROR FREE. THE ONLY WARRANTY MADE BY PROFILE PRODUCTS LLC WITH RESPECT TO ITS PRODUCTS IS THE WARRANTY THAT IS INCLUDED UNDER THE HEADING PROFILE PRODUCTS WARRANTY INFORMATION FOUND IN THE DOCUMENT LIBRARY.