

That CAD Girl

Frequently Asked Questions

[FAQ277] Carlson Software End User License Agreement (EULA)

Users of Carlson Software are bound by the terms of the License Agreement (EULA).

The most current, up-to-date version of your End User License Agreement can always be found by launching your software, then going to Help > Carlson Help. Search for "License Agreement".

The text below is a SAMPLE only

License Agreement

Copyright 1992-2023 Carlson Software All Rights Reserved

CAUTION! READ THIS NOTICE BEFORE USING SOFTWARE

Please read the following Software License Agreement before using the SOFTWARE. Using this SOFTWARE indicates that you have accepted its terms and conditions.

Carlson 2024

END-USER LICENSE AGREEMENT FOR CARLSON SOFTWARE

IMPORTANT-READ CAREFULLY: This Carlson Software End-User

License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Carlson Software, Inc for the software accompanying this EULA, which includes computer software and may include associated media, printed materials, and "online" or electronic documentation ("SOFTWARE PRODUCT" or "SOFTWARE"). By exercising your rights to use the SOFTWARE, you agree to be bound by the terms of this EULA. If you do not agree to the terms and conditions of this EULA, you may not use the SOFTWARE. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS EULA, DO NOT INSTALL OR USE ANY PART OF THE SOFTWARE.

Carlson Software, Inc., referred to as "LICENSOR", develops and/or licenses proprietary computer programs and sells use licenses for such proprietary computer programs together with or apart from accompanying copyrighted material and documentation and;

End User desires to obtain the benefits thereof and, in return for which, is willing to abide by the obligations and fee agreements applicable to LICENSOR's use licenses in LICENSOR's proprietary computer programs.

For good and valuable consideration, including but not limited to license grant in accordance with this Agreement by LICENSOR to End User's covenant regarding LICENSOR's proprietary rights, LICENSOR agrees to permit End User to utilize materials representing LICENSOR's product or products subject to the following terms and conditions:

1. License Grant: Subject to the terms, conditions and limitations of this EULA, LICENSOR hereby grants End User a personal, limited, non-exclusive, non-transferable, license to utilize the Software Product you have purchased. The license granted in this EULA creates no license, express or implied,

to any other intellectual property of Licensor, except for the specific Software Product which they have lawfully purchased from LICENSOR.

This EULA grants you the following rights: You may install and use one copy of the SOFTWARE PRODUCT, or any prior version for the same operating system, on a single computer. The primary user of the computer on which the SOFTWARE PRODUCT is installed may make a second copy for his or her exclusive use on a portable computer.

Storage/Network Use. You may also store or install a copy of the SOFTWARE PRODUCT on a storage device, such as a network server, used only to install or run the SOFTWARE PRODUCT on your other computers over an internal network; however, you must acquire and dedicate a license for each separate computer on which the SOFTWARE PRODUCT is installed or run from the storage device. A license for the SOFTWARE PRODUCT may not be shared or used concurrently on different computers.

2. *Exclusive Source.* End User shall obtain all LICENSOR authorized product materials through LICENSOR or LICENSOR'S authorized representative and no other source. LICENSOR authorized product materials include, but are not limited to, manuals, license agreements and media upon which LICENSOR'S proprietary computer programs are recorded. End User shall make no copies of any kind of any of the materials furnished by LICENSOR or LICENSOR'S authorized representative, except as specifically authorized to do so in this EULA. End User is not entitled to make archival copies of those portions of LICENSOR'S product(s) that are provided on a machine readable media.

3. *Proprietary Rights of Licensor.* End User agrees that LICENSOR retains exclusive ownership of the trademarks and service marks represented by its company name and logo and all of the documentation and computer recorded data related

thereto. End User also agrees that all techniques, algorithms, and processes contained in LICENSOR's computer program products or any modification or extraction thereof constitute TRADE SECRETS OF LICENSOR and will be safeguarded by End User, but in no event shall End User exercise less than due diligence and care in accordance with the laws of the country of purchase and International Law, whichever operates to best protect the interests of LICENSOR. End User shall not copy, reproduce, re-manufacture or in any way duplicate all or any part of LICENSOR products WHETHER MODIFIED OR TRANSLATED INTO ANOTHER LANGUAGE OR NOT, or in any documentation, or in any other material provided by LICENSOR in association with LICENSOR's computer program products regardless of what manner of storage and retrieval the product exists, except as specified in this Agreement and in accordance with the terms and conditions of this Agreement which remain in force. End User agrees that in the event End User breaches this EULA, End User will be liable for damages as may be determined by a court of competent jurisdiction.

4. Restrictions. End User's rights and obligations under this EULA are nonexclusive and personal in nature, and the intellectual property Licensor grants to End User is subject to applicable law other than bankruptcy law. End User may not transfer or assign the SOFTWARE, rights under this EULA or accompanying user documentation, or any updates of the SOFTWARE which may be provided under this EULA, to a third party unless End User receives written consent from Licensor at least 30 days prior to the completion of transfer. Licensor reserves the right to deny transfer or assignment if, in its sole discretion, Licensor determines the transfer not to be a necessity. Whether or not a transfer or assignment is allowed shall be determined in Licensor's sole discretion after taking into consideration certain factors to find the existence of a

necessity including, but not limited to, merger or acquisition of an entity, complete asset acquisition, change of control, severe economic hardship, severe loss of human resources or significant loss in business divisions, or winding down of entity affairs.

If Carlson consents to a transfer, such transfer shall be allowed only as a one-time permanent transfer of this EULA and Software to another end user, provided the initial End User retains no copies or previous versions of the Software. The transfer must include all of the Software, including all component parts, any media and printed materials, any upgrades, this EULA, and any associated license key. The transfer may not be an indirect transfer, such as a consignment, rental or lease. No corresponding Maintenance Agreement rights shall transfer with the SOFTWARE transfer to the subsequent end user. Prior to the transfer, the subsequent end user receiving the Software from the initial End User must agree to all terms of this EULA, with the added condition that no further transfers to third parties are permitted for any reason whatsoever, and shall agree to the terms and conditions of a new Maintenance Agreement with Licensor.

You may not reverse engineer, decompile, or disassemble the SOFTWARE or alter the images utilized in the SOFTWARE and user documentation. The SOFTWARE PRODUCT is licensed as a single product. Its component parts may not be separated for use on more than one computer. You shall communicate to any individual user in your facility that they are bound by the restrictions of this license agreement may not copy or alter the SOFTWARE for use outside End User's facilities.

Upgrades. If you purchase an upgrade of a SOFTWARE PRODUCT and you use it on different machine from one where upgraded SOFTWARE PRODUCT was used, use of original SOFTWARE PRODUCT must be discontinued and confirmed within 30 days. If such use

is not discontinued, it is a material breach of this EULA and LICENSOR shall be entitled to all remedies available to it under this EULA, and under the laws of Kentucky, USA.

5. Security Mechanisms. Licensor and its affiliated companies take all legal steps to eliminate piracy of their software products. In this context, the Software Product may include a security mechanism that can detect the installation or use of illegal copies of the Software Product, and collect and transmit data about those illegal copies. Data collected will not include any customer data created with the Software. By using the Software Product, you consent to such detection and collection of data, as well as its transmission and use if an illegal copy is detected. Licensor also reserves the right to use a hardware lock device, license administration software, and/or a license authorization key to control access to the Software. You may not take any steps to avoid or defeat the purpose of any such measures. Use of any Software without any required lock device or authorization key provided by Licensor is prohibited.

6. Audit Rights. End User agrees that LICENSOR has the right to require an audit (electronic or otherwise) of the LICENSOR Materials and the Installation thereof and access thereto. As part of any such audit, LICENSOR or its authorized representative will have the right, on fifteen (15) days' prior notice to End User, to inspect End User's records, systems and facilities, including machine IDs, serial numbers and related information, to verify that the use of any and all LICENSOR Materials is in conformance with this Agreement. End User will provide full cooperation to enable any such audit. If LICENSOR determines that End User's use is not in conformity with this EULA, End User will obtain immediately and pay for a valid license to bring End User's use into compliance with this EULA and other applicable terms and pay

the reasonable costs of the audit. In addition to such payment rights, LICENSOR reserves the right to seek any other remedies available at law or in equity, whether under this Agreement or otherwise.

7. *Warranty. THE PRODUCT IS PROVIDED "AS IS" WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT THE PRODUCT IS FREE OF DEFECTS AND NON-INFRINGEMENT, WITH REGARD TO THE SOFTWARE, AND THE ACCOMPANYING WRITTEN MATERIALS. YOU BEAR ENTIRE RISK AS TO SELECTING THE PRODUCT FOR YOUR PURPOSES AND AS TO THE QUALITY AND PERFORMANCE OF THE PRODUCT. THIS LIMITATION WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. In any event, LICENSOR will not honor any warranty shown to exist for which inaccurate or incorrect identifying data has been provided to LICENSOR. The product(s) provided are intended for commercial use only and should not be utilized as the sole data source in clinical decisions as to levels of care.*

8. *LIMITATION OF LIABILITY. EXCEPT AS REQUIRED BY LAW, LICENSOR AND ITS DISTRIBUTORS, DIRECTORS, LICENSORS, CONTRIBUTORS AND AGENTS (COLLECTIVELY, THE "LICENSOR GROUP") WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATING TO THIS EULA OR THE USE OF OR INABILITY TO USE THE PRODUCT, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOST PROFITS, LOSS OF DATA, AND COMPUTER FAILURE OR MALFUNCTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH SUCH CLAIM IS BASED. THE LICENSOR GROUP'S COLLECTIVE LIABILITY UNDER THIS AGREEMENT*

WILL NOT EXCEED THE GREATER OF \$500 (FIVE HUNDRED DOLLARS) AND THE FEES PAID BY YOU UNDER THIS LICENSE (IF ANY).

9. *Update Policy.* LICENSOR may, from time to time, revise the performance of its product(s) and in doing so, incur NO obligation to furnish such revisions to any End User nor shall it warrant or guarantee that any revision to the SOFTWARE will perform as expected by the End User on End User's equipment. At LICENSOR's option, LICENSOR may provide such revisions to the End User.

10. *Customer Service.* Although it is the LICENSOR's customary practice to provide reasonable assistance and support in the use of its products to its customers, LICENSOR shall not be obligated to any End User to provide technical assistance or support through this Agreement and may at LICENSOR's sole election charge a fee for customer support.

11. *Termination of End User License.* If any one or more of the provisions of this Agreement is breached, the license granted by this Agreement is hereby terminated. In the event of such termination, all rights of the LICENSOR shall remain in force and effect. Any protected health information data of End User maintained on LICENSOR'S data base shall upon reasonable notice to End User and at the discretion of LICENSOR may be destroyed.

12. *Copyright.* The SOFTWARE (including, but not limited to, any images, photographs, animations, video, audio, music and or text incorporated into the SOFTWARE), and all intellectual property rights associated with it, whether exists in a tangible media or in an electronic image media is owned by LICENSOR and is protected by United States copyright laws and international treaty provisions and all other commonwealth or national laws. LICENSOR reserves all intellectual property

rights in the Products, except for the rights expressly granted in this Agreement. You may not remove or alter any trademark, logo, copyright or other proprietary notice in or on the Product. This license does not grant you any right to use the trademarks, service marks or logos of LICENSOR or its licensors. You may not copy any user documentation accompanying the SOFTWARE.

13. *Injunctive Relief.* It is understood and agreed that, notwithstanding any other provision of this Agreement, LICENSOR has the unequivocal right to obtain timely injunctive relief to protect the proprietary rights of LICENSOR.

14. *Entire Agreement.* This EULA constitutes the entire agreement between the parties and supersedes any prior agreements. This EULA may only be changed by mutual written consent.

15. *End User Agreement Acknowledgment.* The End User hereby accepts all the terms and conditions of this Agreement without exception, deletion, alteration. End User acknowledges they are authorized to enter this agreement on behalf of any organization for which the license is sought. Any unauthorized use of LICENSOR products will be considered a breach of this Agreement, subject to liquidated damages and otherwise unlawful and willful infringement of LICENSOR's trade secrets and/or proprietary products.

16. *Payment and Refund Policy.* The use of the SOFTWARE herein is deemed a commercial use and under the terms of this license agreement End User shall not be entitled to any refund of purchase price. End User agrees to pay all user fees promptly. LICENSOR is authorized by End User to suspend any further access to SOFTWARE in the event fees are not fully paid. End user entity shall promptly pay any and all access and use

charges incurred regardless of the end user. End user is responsible for protecting any pass word and user identity supplied to End User.

17. *Loss/Theft/Misuse.* End user shall promptly report to LICENSOR the theft or other loss of any password and/or user identity required to access SOFTWARE. LICENSOR shall not be responsible for maintaining the integrity of End User data in the event that end user's data base is accessed and/or altered by an unauthorized end user due to the failure of licensed End User to protect its password or user identity. End User shall be responsible for any costs incurred by LICENSOR due to the negligence or reckless disregard of End User's failure to protect its password or user identity.

18. *Civil/Criminal Investigation.* End user shall fully cooperate with LICENSOR and or any person authorized by LICENSOR (including local, state, or federal law enforcement officials) to investigate any alleged theft, misuse or unauthorized use of SOFTWARE or data related thereto.

19. *U.S. Government Restricted Rights.* The SOFTWARE PRODUCT and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (b)(1)(ii) and (c) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable.

20. *Governing Law.* This EULA shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky, USA.

That CAD Girl

If you find the material on this website helpful, please consider supporting That CAD Girl or one of our Trusted Partners, such as Carlson CAD Solutions, by purchasing or referring others to us for CAD and Carlson Software support and training.