Carlson Software End User License Agreement (EULA)

July 28, 2016

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

To find your license agreement go to Help > Carlson Help and Search for "License Agreement".

A sample is shown below:

License Agreement

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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 2016

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

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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

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- 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

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