



# Xplovview End-User License Agreement ("Agreement")

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Please read this End-User License Agreement ("Agreement") carefully before clicking the "I Agree" button, downloading or using any version of xplovview ("Application").

By clicking the "I Agree" button, downloading or using the Application, you are agreeing to be bound by the terms and conditions of this Agreement.

If you do not agree to the terms of this Agreement, do not click on the "I Agree" button and do not download or use the Application.

## License

Carson Optical grants you a revocable, non-exclusive, non-transferable, non-sublicenseable, royalty-free, limited license to download, install and use the Application solely for your purposes, strictly in accordance with the terms of this Agreement.

## Restrictions

You agree not to, and you will not permit others to:

- a) license, sell, rent, lease, assign, distribute, transmit, host, outsource, transfer, disclose, copy or otherwise commercially exploit the Application or make the Application available to any third party.
- b) use the Application for any other purposes than with Carson Optical products
- c) modify, decrypt, reverse compile, disassemble, reverse engineer or otherwise reduce the application to gain access to the application

## Modifications to Application

Carson Optical reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to you.

## Feedback

You may provide suggestions, comments or other feedback ("Feedback") to Carson Optical with respect to the Software. You agree that all Feedback is given voluntarily. Feedback, even if designated as confidential by you, shall not create any confidentiality obligation for or upon Carson Optical. You will not give Feedback that is subject to license terms that seek to require any Carson Optical product, technology, service, or documentation incorporating or derived from such Feedback, or



any Carson Optical intellectual property, to be licensed or otherwise shared with any third party. Furthermore, Carson Optical shall be free to use, disclose, reproduce, license or otherwise distribute, and exploit the Feedback as it sees fit, without obligation or restriction of any kind based upon intellectual property rights or otherwise.

### **Term and Termination**

This Agreement shall remain in effect until terminated by you or Carson Optical.

Carson Optical may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from Carson Optical, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies thereof from your mobile device or from your desktop.

Upon termination of this Agreement, you shall cease all use of the Application and delete all copies of the Application from your mobile device or from your desktop.

### **Proprietary Notice**

The Application, and any related materials, documentation, or derivations thereof, are protected by applicable U.S. and international patent, copyright, trademark, and trade secret ownership.

### **Severability**

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

### **Amendments to this Agreement**

Carson Optical reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

### **Limitation of Liability**

Under no circumstances shall Carson Optical or its affiliates, partners, suppliers or licensors be liable for any indirect, incidental, consequential, special or exemplary damages arising out of or in connection with your access of use of or inability to access or use the Application and any third party content, services, software or drivers used with this Application, whether or not the damages were foreseeable and whether or not Carson Optical was advise of the possibility of such damages, without limiting the generality of the foregoing, Carson Optical's aggregate liability to you (whether under contract, tort, statute or otherwise) or any third party in total shall not exceed the amount of one dollar (\$1). The foregoing limitation will apply even if the above stated remedy fails of its essential purpose.



## **Disclaimer of Warranties**

The software and related material or documentation are provided "AS IS" and without warranty of any kind, either express or implied, including, without limitation, any implied warranties of condition, defects, use, merchantability, fitness for a particular purpose or use or non-infringement.

## **Technical Difficulties**

While we have made every effort to ensure Application operates in the manner described, we do not guarantee operation to be error free, secure, continuous or virus-free. Upgrades, modifications or repairs to this Application will be strictly at the discretion of Carson Optical. Because of the great variety of computer systems, operating system versions and peripherals currently in use, we do not guarantee that you will be able to use the Application successfully on all such systems. Carson Optical shall not be liable for any delay or failure to utilize the Application resulting from technical difficulties.

## **Contact Information**

If you have any questions about this Agreement, please contact us via email us at [info@carson.com](mailto:info@carson.com).