

WeldOffice®

©Copyright 1998-2024 C-spec. All rights reserved worldwide.

C-spec Software End User License Agreement (EULA)

This End User License Agreement ("Agreement") applies to all WeldOffice® software modules individually, including WPS, WPQ, NDE, Turbo-IX™, Turbo-INT™ and Turbo-FMC™. Throughout this document, each WeldOffice® module is referred to collectively as the "Software Product".

The Licensee ("you" or "your") should carefully read the following terms and conditions before using this Software Product. Unless you are a party to a different written license agreement signed by the Licensor ("C-spec"), your use of this Software Product indicates your acceptance of this Agreement. If Licensee is a corporation, limited liability company or other legal entity, the individual agreeing to this Agreement represents and warrants to C-spec that the individual is duly authorized to bind Licensee to this Agreement.

This copy of Software Product and accompanying documentation is licensed and not sold. This Software Product is protected by copyright laws and treaties, as well as laws and treaties related to other forms of intellectual property. C-spec owns and retains all intellectual property rights in the Software Product, except for the limited license expressly set forth in this Agreement. You receive no implied rights under this Agreement. Your license to download, install, use or copy the Software Product is subject to these rights and to all the terms and conditions of this Agreement. You may not alter or modify this Software Product and cannot give anyone else permission to modify this Software Product.

Standard multi-user network license type ("N") numeric suffix specifies the maximum number of user profiles under which you are entitled to install, register and use the Software Product in full mode. (e.g.: N3 license specified in your binding C-spec Invoice (defined below) entitles you to install, register and use the Software Product in full mode under a maximum of three (3) user profiles.) "C-spec Invoice" means the invoice provided by C-spec to you in connection with your download and installation of the Software.

Enterprise license type ("CL") entitles you to install, register and use the Software Product in full mode on any number of user profiles within your Company. "Company" means the single legal entity under which Licensee operates (e.g., a corporation or limited liability company), excluding any parent company, subsidiaries, affiliates, strategic partners or other third parties.

Each user profile requires its own unique registration code in order to run the Software Product in unrestricted full mode. Registration codes will be provided only to authorized personnel designated in writing by Licensee to C-spec and only upon C-spec's verification of an appropriate software license purchase.

Irrespective of the license type, your license is limited to Software Product installation, registration and use on computers you either own or lease as the lessee. Your license extends to your unique single entity name only. Your license does not extend to your entity's subsidiaries or partner companies.

Acceptance

YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY SELECTING THE "ACCEPT" OPTION AND INSTALLING THE SOFTWARE PRODUCT. YOU MUST AGREE TO ALL OF THE TERMS OF THIS AGREEMENT BEFORE YOU WILL BE ALLOWED TO INSTALL THE SOFTWARE PRODUCT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MUST SELECT "CANCEL" AND YOU MUST NOT INSTALL, USE, OR COPY THE SOFTWARE PRODUCT.

REGISTERED FULL VERSION

License Grant

Subject to the terms and conditions of this Agreement, including but not limited to your payment of all applicable fees when due, if the C-spec Invoice indicates that you have purchased a "N" Standard license, C-spec grants you a non-exclusive, nontransferable, revocable limited license to install, register and use the Software Product, in object code format only, under a total number of user profiles as indicated on the C-spec Invoice (e.g., N5 indicates 5 user profiles) on either standalone or networked computers. Subject to the terms and conditions of this Agreement, including but not limited to your payment of all applicable fees when due, if the C-spec Invoice indicates that you have purchased a "CL" Enterprise license C-spec grants you a non-exclusive, nontransferable, revocable limited license to install, register and use the Software Product, in object code format only, under an unlimited number of user profiles and on any and all computers that are owned or leased directly by Licensee's Company. For further information regarding multiple copy licensing of the Software Product, please contact service@cspec.com. You will not be entitled to any Software updates unless you purchase an Annual Maintenance Service (AMS) from C-spec. Additional information and pricing on AMS is available at www.cspec.com.

Restrictions on Transfer

Without first obtaining the express written consent of C-spec, you may not assign your rights and obligations under this Agreement, or redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer your rights to the Software Product, whether by assignment, merger or other operation of law, change of control of your Company, or otherwise.

Restrictions on Use

Except as otherwise provided in this Agreement, you may not use, copy, or install the Software Product on any system with more than one computer, or permit the use, copying, or installation of the Software Product by more than one user or on more than one computer. If you hold multiple, validly licensed copies, you may not use, copy, or install the Software Product on any system with more than the number of computers expressly permitted under this Agreement, or permit the use, copying, or installation by more users, or on more computers than the number expressly permitted under this Agreement.

You may not decompile, "reverse-engineer", disassemble, or otherwise attempt to derive the source code for the Software Product. You may not host, on a subscription basis or otherwise, the Software Product online to permit third party access to use, download or copy the Software Product, nor may you otherwise sell, lease or rent access to the Software Product.

You may not use the database portion of the Software Product in connection with any software other than the Software Product.

Restrictions on Alteration

You may not modify the Software Product or create any derivative work of the Software Product or its accompanying documentation. Derivative works include but are not limited to translations. You may not alter any files or libraries in any portion of the Software Product. You may not reproduce the database portion or create any tables or reports relating to the database portion.

Restrictions on Copying

You may not copy any part of the Software Product except to the extent that licensed use inherently demands the creation of a temporary copy stored in computer memory and not permanently affixed on storage medium and except as otherwise expressly allowed under this Agreement. You may make one archival copy which must be stored on a medium other than a computer hard drive.

Warranty of Title

C-spec warrants that, to its knowledge, it is the lawful owner of the Software Product and/or that it has the authority to grant the License specified herein.

Disclaimer of Warranties and Limitation of Liability

THIS SOFTWARE PRODUCT AND THE ACCOMPANYING FILES ARE LICENSED ""AS IS"" WITHOUT WARRANTIES AS TO PERFORMANCE OR MERCHANTABILITY OR ANY OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT. NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE IS OFFERED.

C-spec makes no warranty that the Software Product will meet your requirements or operate under your specific conditions of use. C-spec makes no warranty that operation of the Software Product will be secure, error free, or free from interruption.

YOU MUST DETERMINE WHETHER THE SOFTWARE PRODUCT SUFFICIENTLY MEETS YOUR REQUIREMENTS FOR SECURITY AND UNINTERRUPTABILITY. YOU BEAR SOLE RESPONSIBILITY AND ALL LIABILITY FOR ANY LOSS INCURRED DUE TO FAILURE OF THE SOFTWARE PRODUCT TO MEET YOUR REQUIREMENTS. C-SPEC WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE FOR THE LOSS OF DATA ON ANY COMPUTER OR INFORMATION STORAGE DEVICE.

UNDER NO CIRCUMSTANCES SHALL C-SPEC, ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY OTHER PARTY FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS OR LOSS OF BUSINESS) RESULTING FROM THIS AGREEMENT, OR FROM THE FURNISHING, PERFORMANCE, INSTALLATION, OR USE OF THE SOFTWARE PRODUCT, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, OR THE NEGLIGENCE OF CONDITION ONE OR ANY OTHER PARTY, EVEN IF C-SPEC IS ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT THE APPLICABLE JURISDICTION LIMITS C-SPEC'S ABILITY TO DISCLAIM ANY IMPLIED WARRANTIES, THIS DISCLAIMER SHALL BE EFFECTIVE TO THE MAXIMUM EXTENT PERMITTED. WITHOUT LIMITING THE DISCLAIMERS AND OTHER LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT, C-SPEC'S TOTAL LIABILITY TO LICENSEE ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SOFTWARE PRODUCT SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY LICENSEE TO C-SPEC UNDER THE C-SPEC INVOICE.

Limitation of Remedies and Damages

Your remedy for a breach of this Agreement or of any warranty included in this Agreement is the correction or replacement of the Software Product. Selection of whether to correct or replace shall be solely at the discretion of C-spec. C-spec reserves the right to substitute a functionally equivalent copy of the Software Product as a replacement. If C-spec is unable to provide a replacement or substitute Software Product or corrections to the Software Product, your sole alternate remedy shall be a refund of the purchase price for the Software Product exclusive of any costs for shipping and handling. Any refunds apply only to Software Product deactivated (unregistered) by C-spec within the specified warranty period.

Any claim must be made within the applicable warranty period, if any, expressly set forth in the C-spec Invoice. All warranties cover only defects arising under normal use and do not include malfunctions or failure resulting from misuse, abuse, neglect, alteration, virus, modification of the Software Product, problems with electrical power, acts of nature, unusual temperatures or humidity, improper installation, or damage determined by C-spec to have been caused by you. All limited warranties on the Software Product (if expressly set forth in the C-spec Invoice) are granted only to you and are non-transferable. You agree to indemnify and hold C-spec harmless from all claims, judgments, liabilities, expenses, or costs arising from your breach of this Agreement and/or your acts or omissions or violation of any law or regulation arising from your use of the Software Product.

Good data processing practice dictates that any software product be thoroughly tested with non-critical data before relying on it. You must assume the entire risk of using the software product. ANY LIABILITY OF C-SPEC WILL BE LIMITED EXCLUSIVELY TO PRODUCT REPLACEMENT OR REFUND OF PURCHASE PRICE ACTUALLY PAID.

Governing Law, Jurisdiction and Costs

This Agreement is governed by the laws of California, without regard to California's conflict or choice of law provisions. Any legal action arising from this Agreement shall be brought exclusively in a federal or state court located in San Francisco, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

Severability

If any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. To the extent any express or implied restrictions are not permitted by applicable laws, these express or implied restrictions shall remain in force and effect to the maximum extent permitted by such applicable laws.

EVALUATION VERSION AND REGISTRATION

This is not free software. Subject to the terms below and if C-spec has provided an evaluation version of the Software Product to you, you are hereby licensed to use this Software Product in 'Demonstration mode' only for your internal evaluation purposes without charge. If you use this Software Product in 'full mode', a payment of registration fee (License) is required. Upon registration and receipt of payment of all applicable fees by C-spec or by your C-spec authorized vendor, you will be provided a registered 'full mode' access to this Software Product by activation via telephone, fax, internet or email. See www.cspec.com web site or contact your nearest authorized C-spec vendor for details.

UNDER NO CIRCUMSTANCES ARE YOU LICENSED TO DISTRIBUTE THE REGISTERED 'FULL MODE' MODULES CREATED BY THE EVALUATION VERSION OF THIS SOFTWARE PRODUCT.

Unregistered use of this Software Product in 'full mode' is in violation of U.S. and international copyright laws.

DISTRIBUTION OF EVALUATION VERSION

Provided that you verify that you are distributing the evaluation version (select About from the product's Help menu to check) you are hereby licensed to make as many copies of the evaluation version of this Software Product and documentation as you wish; give exact copies of the original evaluation version to anyone; and distribute the evaluation version of the Software product and documentation in its unmodified form via electronic means. There is no charge for any of the above. You are specifically prohibited from charging, or requesting donations, for any such copies, however made; and from distributing the Software Product and/or documentation with other products (commercial or otherwise) without prior written permission from C-spec.

NOTICE

Any notice under this Agreement must be in writing and will be deemed to have been given the next business day if sent by Fedex overnight delivery or by e-mail, addressed to the parties as follows: to C-spec, at PO Box 5188, Concord, California 94524 or to service@cspec.com ; and to Licensee, at Licensee's mailing address or e-mail address on file with C-spec.

TERMINATION

If a party materially breaches any provision of this Agreement, the nonbreaching party may terminate this Agreement, including the license granted to you hereunder, upon 30 days written notice (10 days in the case of nonpayment) to the breaching party describing the breach, if the breaching party fails to cure the breach within the notice period. Notwithstanding the foregoing, this Agreement shall automatically terminate, without any necessity for notice, if you breach any provision of the sections entitled "Restrictions on Transfer", "Restrictions on Use" or "Restrictions on Alteration."

COMPLETE AGREEMENT

This Agreement is the complete agreement between the parties, and supersedes all other understandings, proposals, communications and agreements between them, with respect to the subject matter hereof. This Agreement may be amended only by a written amendment, referencing this Agreement, duly executed by both parties.