

License Agreement - University of Kentucky.

License for UofKScannerLT.exe

© 2006-2009 All Rights Reserved University of Kentucky. By accepting this End User License Agreement ("Agreement") for the Software (defined below), you are entering into a legally binding contract between yourself and University of Kentucky. ("UofK") under the terms and conditions specified herein below. By clicking on the "I Accept" button below you accept the terms of this Agreement. After accepting the terms of this Agreement you will be permitted to install and use the Software (defined below) in accordance with the terms and conditions of this Agreement. This Agreement shall commence upon your clicking "I Accept" and shall terminate with University of Kentucky's prior notice to such an effect.

If you do not accept the terms and conditions of this Agreement, kindly click on the "I Decline" button below, whereupon you will exit the Software installation process, the installation process will be terminated and you will not be permitted to install or make any use of the Software (defined below).

The software includes registered and unregistered versions of the UofKScannerLT.exe Software Application and any other materials attached thereto or downloaded or accepted therewith, including, but not limited to any computer programs, text documents, databases and database entries and this Agreement ("Software").

This version of the Software is the exclusive property of University of Kentucky and is protected by national and international copyright law, international copyright treaties and conventions, and other relevant laws.

The Software is a shareware software. As such, you are purchasing a limited, non-exclusive license to use the Software under the terms and conditions contained herein and above (the "License"), as follows:

1. Prior to purchasing the License and receiving a unique "Registration Code" for the Software you are permitted to freely download the Software (the "Unregistered Version"). The Unregistered Version contains limited access to the Software's various features (for the specific limitations which apply to the Unregistered Version, please contact Dr. Laurence G. Hassebrook, see <http://www.engr.uky.edu/~lgh/>). Such limitations are incorporated by reference into this License and you agree to them by accepting this Agreement.
2. You may NOT sell, market, license, sub-license, license for fee, rent, lease, lend, develop new applications, enhance, modify, prepare derivative works, perform, display, affix, reverse engineer, decompile, disassemble, change and otherwise engage and/or exploit and/or do any act reserved by University

of Kentucky in connection with the Software and/or any Intellectual Property contained there within, whether registered or not, subject to the terms and conditions of this License.

3. After purchasing the License and receiving and entering YOUR unique "Registration Code", you may install and use only ONE copy of the Software on only ONE personal computer system operating on any one of the following platforms or operating systems: Microsoft XP professional, Vista and Windows 7 Editions, as such platforms or operating systems may be approved by University of Kentucky at any given time (the "Registered Version").

4. This License is applicable only to the installation and use of the Software. Any upgrades thereof may require additional license, whether or not for fee, as determined by University of Kentucky, and may be subject to different terms of use. It is hereby clarified that this License applies only to the Software Version being installed hereunder and not to any upgrades thereof or other versions not specifically included herein.

5. All title and Intellectual Property rights in and to the Software (including, but not limited to, any images, drawings, paintings, photographs, animations, video, audio, music and text), and any copies you are permitted to make herein are the sole property of and owned by University of Kentucky or any of its suppliers. You shall neither acquire nor assert copyright ownership or any other proprietary rights in the Software and/or its component parts or in any derivation, adaptation, variation or name thereof. Without limitation to the foregoing, you hereby irrevocably assign to University of Kentucky all your worldwide right, title and interest and waive your moral rights (droite morale), in and to any derivations, adaptations, derivative works, compilations, collective works or variation created by you or for you or on your behalf. You hereby acknowledge, stipulate and agree that such assignment by you to University of Kentucky includes, without limitation, the right of University of Kentucky's part to license, sell or withhold such assigned materials.

6. All title and Intellectual Property rights in and to the content which may be accessed through use of Software is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties.

7. LIMITED WARRANTY IT IS HEREBY STIPULATED AND AGREED THAT, COUPLED WITH PROOF OF PURCHASE OF THE LICENSE, YOUR ENTIRE REMEDY AND OUR ENTIRE LIABILITY (AT OUR EXCLUSIVE OPTION) SHALL BE LIMITED TO EITHER (I) THE RETURN OF THE PURCHASE PRICE PAID BY YOU FOR THIS LICENSE (II) THE REPAIR OR REPLACEMENT OF THE SOFTWARE. THIS LIMITED WARRANTY IS NULL AND VOID IF FAILURE OF

THE SOFTWARE HAS RESULTED FROM ACCIDENT, ABUSE, MISUSE OR MISAPPLICATION OF THE SOFTWARE OR YOUR HANDHELD DEVICE.

8. NO OTHER WARRANTIES. THE SOFTWARE IS WARRANTED, IF AT ALL, ONLY ACCORDING TO THE TERMS OF THE LICENSE. EXCEPT AS WARRANTED IN THE AGREEMENT AND LICENSE, UNIVERSITY OF KENTUCKY HEREBY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SOFTWARE, INCLUDING ALL EXPRESS AND/OR IMPLIED WARRANTIES AND CONDITIONS AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, WORKMANLIKE EFFORT AND LACK OF NEGLIGENCE, TITLE AND NONINFRINGEMENT. UNIVERSITY OF KENTUCKY HEREBY ALSO DISCLAIMS ANY AND ALL WARRANTIES REGARDING DUTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION AND CORRESPONDENCE TO DESCRIPTION. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE AND ANY SUPPORT SERVICES REMAINS WITH YOU. UNIVERSITY OF KENTUCKY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. NO LIABILITY FOR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL UNIVERSITY OF KENTUCKY BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. UNIVERSITY OF KENTUCKY'S ENTIRE LIABILITY UNDER ANY AND ALL PROVISIONS OF THIS LICENSE SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE LICENSE.

10. UNIVERSITY OF KENTUCKY AND/OR ITS RESPECTIVE SUPPLIERS AND/OR THIRD PARTY CONTRACTORS MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE SUITABILITY OF THE INFORMATION AND/OR DOCUMENTATION CONTAINED IN OR DERIVED FROM THE USE OF THE SOFTWARE. ALL SUCH INFORMATION AND/OR DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. UNIVERSITY OF KENTUCKY AND/OR ITS RESPECTIVE SUPPLIERS AND/OR THIRD PARTY CONTRACTORS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO SUCH INFORMATION, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. IN NO EVENT SHALL UNIVERSITY OF KENTUCKY AND/OR ITS RESPECTIVE SUPPLIERS AND/OR THIRD PARTY CONTRACTORS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF INFORMATION AVAILABLE FROM OR THROUGH THE SOFTWARE. THE INFORMATION AND/OR DOCUMENTS PUBLISHED ON OR THROUGH THE SOFTWARE MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. IN ADDITION TO UPDATES PERFORMED BY YOU, CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION AND/OR DOCUMENTATION

CONTAINED IN THE SOFTWARE. UNIVERSITY OF KENTUCKY AND/OR ITS RESPECTIVE SUPPLIERS AND/OR THIRD PARTY CONTRACTORS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SOFTWARE AND/OR THE PROGRAM(S) AND/OR APPLICATIONS DESCRIBED OR CONTAINED HEREIN AND THEREIN AT ANY TIME WHATSOEVER.

11. IT IS HEREBY CLARIFIED THAT IN NO EVENT SHALL UNIVERSITY OF KENTUCKY AND/OR ITS RESPECTIVE SUPPLIERS AND/OR THIRD PARTY CONTRACTORS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING AND/OR ARISING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE AND/OR THE SOFTWARE SERVER. WITHOUT DEROGATING FROM THE GENERALITY OF THE FOREGOING LIMITATIONS ON LIABILITY, THE FOLLOWING LIMITATION OF LIABILITY APPLIES TO THE NAVIGATION/MAP SERVICES PROVIDED BY UNIVERSITY OF KENTUCKY: UNIVERSITY OF KENTUCKY IS NOT LIABLE FOR ANY EQUIPMENT CONTROLLED BY THE SOFTWARE. UNIVERSITY OF KENTUCKY IS NOT LIABLE FOR ANY INJURIES CAUSED BY HARDWARE OPERATED OR CONTROLLED BY THIS SOFTWARE. ANY HARDWARE DESCRIPTIONS AND SUGGESTIONS SUCH ARE AVAILABLE WITH THIS SOFTWARE CONSTITUTE RECOMMENDATIONS ONLY, AND MAY NOT BE CONSIDERED AS INSTRUCTIONS. IF A RECOMMENDATION SUPPLIED THROUGH THE DOCUMENTATION DEVIATES FROM HARDWARE MANUFACTURERS RECOMMENDATIONS OR INSTRUCTIONS, YOU ARE ADVISED TO ACT IN ACCORDANCE WITH THE RECOMMENDATIONS OF HARDWARE PROVIDERS. YOU MAKE USE OF THE SOFTWARE AT YOUR OWN RISK AND IT IS ALWAYS YOUR RESPONSIBILITY AND DUTY TO ACT IN A MANNER THAT WILL NOT JEOPARDIZE YOUR SAFETY OR THE SAFETY OF ANY THIRD PARTY. UNIVERSITY OF KENTUCKY DISCLAIMS ANY LIABILITY FOR DAMAGE OR INJURY.

12. THE DATA PROVIDED BY UNIVERSITY OF KENTUCKY IS BEING UPDATED ON THE UNIVERSITY OF KENTUCKY SERVER (OR A SERVER APPROVED BY UNIVERSITY OF KENTUCKY), FROM TIME TO TIME; THEREFORE THE PRESENT CONTENT, INFORMATION AND DATA MAY BE OUT OF DATE OR INACCURATE AND SHOULD NOT BE RELIED UPON. THE DATA IS PROVIDED "AS IS". UNIVERSITY OF KENTUCKY ASSUMES NO LIABILITY WHATSOEVER REGARDING THE CONTENT, INFORMATION AND DATA OR THE ACCURACY THEREOF.

13. Access to University of Kentucky Server The information and/or any other data received from the University of Kentucky Server is the sole property of University of Kentucky or its respective suppliers and is protected by copyright laws, international conventions, treaties and other relevant laws.

14. DISCLAIMER OF WARRANTIES: THE ACCESS TO THE UNIVERSITY OF KENTUCKY SERVER OR TO SERVERS APPROVED BY UNIVERSITY OF KENTUCKY IS BEING PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND. UNIVERSITY OF KENTUCKY DOES NOT WARRANT THAT THE ACCESS TO THE

UNIVERSITY OF KENTUCKY SERVER OR TO A UNIVERSITY OF KENTUCKY APPROVED SERVER OR ANY DATA OR INFORMATION PROVIDED BY SUCH SERVERS WILL BE UNINTERRUPTED OR ERROR FREE. UNIVERSITY OF KENTUCKY DISCLAIMS ALL WARRANTIES WHETHER EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

15. LIMITATION OF LIABILITY: UNIVERSITY OF KENTUCKY SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES OF ANY KIND RESULTING FROM THE USE OF THE UNIVERSITY OF KENTUCKY SERVER OR OF UNIVERSITY OF KENTUCKY APPROVED SERVERS INCLUDING BUT NOT LIMITED TO COMPENSATORY, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ON ACCOUNT OF THE LOSS OF DATA OR ANY REASON WHATSOEVER.

16. Any rights not expressly granted herein are reserved by University of Kentucky.

17. Please feel free to contact [lgh@engr.uky.edu](mailto:lgh@engr.uky.edu) with questions or problems, as appropriate, or to inform us of any infringing acts or omissions.

18. This License may not be assigned, in whole or in part, by you to a third party, unless University of Kentucky provides you with a prior written notice of such permission to assign.

University of Kentucky may assign any part of this Agreement to any third party, without your prior written consent.

19. If any provision of this License and/or Agreement shall be declared void, the validity of any other provision and of the entire License and Agreement shall not be affected thereby apart from such provision, which shall be deemed deleted.

20. This License shall be exclusively governed by, and shall be construed exclusively in accordance with the laws of the State of Kentucky. Any dispute whatsoever arising between the parties with respect to the existence, interpretation, construction, execution or implementation of the provisions of this License, shall be exclusively adjudicated by the competent courts in Lexington, Kentucky, which will have the exclusive jurisdiction over any such dispute or controversy between the Parties.

21. This License is in the English language only, which language shall control and prevail in all respects. No translation, if any, of this License into any other language shall be of any force or effect in the interpretation of this License or in a determination of the intent of either party hereto.

22. You hereby agree to indemnify and hold University of Kentucky and its subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any and all claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Licensee or the documents it incorporates by reference, or your violation of any law or the rights of any third party.

23. You shall comply with all applicable laws (local or international), statutes, ordinances, treaties, codes of conduct and regulations regarding your use of our Services.

24. You and University of Kentucky are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.