

# License Agreement

CORRECTIONAL SERVICE OF CANADA (CSC)

## SOFTWARE END USER LICENSE AGREEMENT

By agreeing to install the (insert name of CSC application) on to your device and by subsequent use of the Licensed Software, you agree to comply with the terms of this general End User License Agreement ("EULA") where no specific agreement is in place between CSC and the user of the software. If you do not agree to the terms of this EULA, do not install or use the Licensed Software but uninstall it from your device. This EULA applies to any upgrades and supplements to the original Licensed Software provided and is referred to on your opening screen.

1. The Licensed Software is owned by CSC. The Licensed Software is licensed, not sold, only on the terms of this EULA. Acceptance and installation of the software indicates your acceptance of the terms and conditions of this EULA.
2. Upon installation of the Licensed Software, you will acquire the right to use the Licensed Software, directly from CSC. You assume responsibility for the selection of the program to achieve your intended results, and for the installation, use and results obtained from the Licensed Software.
3. CSC and you acknowledge that this EULA is concluded between CSC and you only, and not with Apple, Google, or the device manufacturer. CSC is solely responsible for the Licensed Software and its content.
4. In consideration of your acceptance of the terms and conditions contained in this EULA, CSC grants you a non-exclusive license to use the Licensed Software and the associated documentation for your own needs on one device. You are not licensed to rent, lease, transfer or distribute the Licensed Software.
5. Title to the Licensed Software, including media and documentation, remains with CSC. You may not copy, reproduce or make data transmissions, in whole or in part, except as is necessary for back-up or archival purposes. You may not reverse engineer, translate, disassemble, decompile the Software in whole or in part.
6. The EULA is effective upon acceptance and installation of the Licensed Software and shall continue until terminated. You may terminate it at any time by uninstalling the Licensed Software. CSC has the right to terminate this EULA if you fail to comply with any term or condition of this EULA. Upon termination you shall stop all use of the Software and uninstall the Licensed Software.
7. Confidentiality of the Licensed Software will survive any termination of this EULA, to include the application, design, and functionality.
8. This Licensed Software is distributed AS IS, in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE.
9. In no event will CSC be liable for any damages, including for loss of data, loss of use or indirect, special, incidental or consequential damages in any way related to or arising out of the use of

the Licensed Software whether based upon warranty, contract, tort, or otherwise, whether or not injury was sustained by persons or property or otherwise, and whether or not loss was sustained from, or arose out of use of the Licensed Software CSC's maximum liability shall in no event exceed the amounts paid to CSC for the Licensed Software. You agree to waive any and all claims against the Canadian Government, CSC, its contractors, their subcontractors, and shall indemnify and hold harmless the Canadian Government, its contractors, and their subcontractors for any damage that you may incur from your use of the Licensed Software.

10. The prevailing party in any action or proceeding between CSC and you arising out of or related to this EULA shall be entitled to recover reasonable legal fees and costs, including lawyers' fees, which may be incurred.
11. CSC shall be neither liable nor responsible for any maintenance or updating of the provided Licensed Software, nor for correction of any errors in the Licensed Software.
12. This EULA shall be construed and enforced in accordance with the laws of Canada and each party agrees to be subject to those relevant laws for all purposes.
13. It is understood and acknowledged that CSC has the absolute right to obtain injunctive relief to protect CSC's proprietary rights.
14. By using the Software, you further agree that this is the complete and exclusive statement of the EULA which supersedes any proposal or prior agreement, oral or written, and any other communications relating to the subject matter of this EULA.
15. If any provision of this EULA is held to be unenforceable the remaining provisions will not be affected.
16. For statistical purposes CSC collects anonymous usage data and sends it to a data provider. By accepting this agreement, it is understood that this feature can be disabled through settings screen at any time.
17. PRIVACY NOTICE: No individually identifiable data is transferred in any way through the use of the Licensed Software. All individually identifiable data entered by you and stored in the (Insert name of CSC application) remains your sole property. You also acknowledge that is your sole responsibility to protect and otherwise secure any information captured and stored by the software once installed on your device. Please note that sharing of devices or accounts with others may compromise the privacy of this information. If you would like your information to remain protected, please take necessary precautions to protect your personal data.
18. DISCLAIMER: The content of this application is intended for use only as an informative tool. It is not, is not intended to be, and should not be used in any way as a substitute for professional medical advice or training. The accuracy of the information provided is not guaranteed. The user acknowledges in initiating this application that the information is not meant to diagnose a health condition or disease and is not meant to develop a health treatment plan. If you, or someone you know, is in crisis or needs immediate assistance, call 9-1-1, the emergency assistance number for your area or go to the nearest hospital.

Accept

Decline