

Document
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XL CAD - End User License Agreement (EULA)
EN260427
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1. Definitions

For the purposes of this Agreement:

- a. "Software" means the program named XL CAD, including all modules, components, updates, features, and related documentation.
- b. "Licensor" means the entity holding the rights to the Software, identified as the Data Controller in the Privacy Policy.
- c. "User" means any natural or legal person who installs, accesses, or uses the Software.
- d. "License" means the limited right to use the Software granted under this Agreement.

2. Acceptance of the Agreement

Installation, access to, or use of the Software constitutes full acceptance of this Agreement.

If the User does not accept the terms of this Agreement, the User is not authorized to use the Software.

3. Grant of License

The Licensor grants the User a License which is:

- a. Limited.
- b. Non-exclusive.
- c. Non-transferable.
- d. Revocable.

This License permits the User to install and use the Software solely for lawful purposes and in accordance with this Agreement.

4. License Model and Activation

The Software is provided on a subscription basis.

For the entire duration of the subscription, the User shall be entitled to access updated versions of the Software made available by the Licensor.

- a. Use of the Software is subject to:
 - I. Registration of the Software through connection to a remote service.
 - II. Periodic verification of the validity of the License through connection to a remote service.
- b. The Licensor reserves the right to:
 - I. Modify the License model at any time.
 - II. Suspend or revoke access to the Software in the event of a breach of this Agreement.

5. Scope of Use

Unless otherwise expressly stated, the License granted:

- a. Is valid for a single User.
- b. Is limited to use on a single device.

Simultaneous or shared use of the Software under the same License on multiple devices or by multiple Users is not permitted.

6. Use Restrictions

The User shall not:

- a. Decompile, disassemble, or reverse engineer the Software.
- b. Circumvent, bypass, or compromise protection, security, or licensing mechanisms.
- c. Copy, distribute, sublicense, sell, or make the Software available to third parties.
- d. Use the Software for unlawful purposes or in violation of applicable laws.
- e. Replicate, in whole or in part, the functionalities, logic, or solutions implemented in the Software.

7. Intellectual Property

The Software is and shall remain the exclusive property of the Licensor.

All rights, including but not limited to:

- a. Source code and object code.
- b. Algorithms and operational logic.
- c. Structure, design, and architecture.
- d. Trademarks and names.

are reserved by the Licensor.

8. Updates and Modifications

The Licensor may, at its sole discretion:

- a. Release updates, enhancements, or new versions of the Software.
- b. Modify or discontinue, in whole or in part, features of the Software.

Certain updates may be required in order to continue using the Software.

9. Remote Services and Connectivity

The Software periodically connects to remote services for:

- a. Verification of the License.
- b. Collection of statistical data related to the use of the Software's features, without in any way collecting information relating to data entered or processed by the User.

Additional diagnostic data may be collected subject to the User's explicit consent, as described in the Privacy Policy.

10. Disclaimer of Warranty

The Software is provided "as is", without any warranties of any kind, whether express or implied.

The Licensor does not warrant that:

- a. The Software will be free from errors or defects.
- b. The Software will meet the User's specific requirements.
- c. The Software will operate without interruption or downtime.

In order to allow the User to evaluate the product, the Licensor provides, upon the first subscription, a free trial period of thirty (30) days, with no obligation to purchase.

11. Limitation of Liability

To the fullest extent permitted by applicable law, the Licensor shall not be liable for:

- a. Indirect, incidental, or consequential damages.
- b. Loss of data, profits, or business opportunities.
- c. Business interruptions resulting from the use of, or inability to use, the Software.

12. Term and Termination

The License shall remain in effect until it expires or is terminated.

The Licensor may suspend or revoke the License at any time in the event of a breach of this Agreement.

Upon termination or expiration of the License, the User may continue to access the Software, previously entered data within spreadsheets, and their personal settings; however, restrictions shall apply to certain features of the Software, including, by way of example, the generation of output, exporting, and printing.

Access to the Software may also be suspended if the User objects to the processing of data necessary for its operation, as described in the Privacy Policy.

13. Assignment

The Licensor reserves the right to assign or transfer this Agreement, in whole or in part, to third parties or to an affiliated or successor entity, without prior notice.

14. Modifications to the Agreement

The Licensor reserves the right to modify this Agreement at any time.

Such modifications shall become effective upon publication on the relevant website.

The Licensor agrees to notify the User of such changes by email, using the address provided during registration of the Software.

Continued use of the Software is subject to acceptance of the updated version of this Agreement.

15. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of Italy.

Any disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the courts where the Licensor is based.

16. Feedback

The User may provide suggestions, comments, or proposals for improvements to the Software ("Feedback").

The User acknowledges and agrees that:

- a. Feedback is provided voluntarily and free of charge.
- b. The Licensor may freely use, modify, and incorporate Feedback without limitation.
- c. Unless otherwise agreed in writing between the User and the Licensor, no compensation, right, or acknowledgement shall be due to the User.

17. Severability

If any provision of this Agreement is held to be invalid, unlawful, or unenforceable by a competent authority, such provision shall be limited or eliminated to the minimum extent necessary, while the remaining provisions shall remain in full force and effect.

18. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes any prior written or oral agreements relating to its subject matter.