End User License Agreement (EULA)

October 6, 2022

By installing or using CARPET (Computer Aided Radar Performance Evaluation Tool) and the associated CARPET manual you accept all terms below.

CARPET and the technical descriptions and procedures as described in the CARPET manual are provided 'as is', without warranty of any kind. The authors of the manual titled 'CARPET (Computer-Aided Radar Performance Evaluation Tool): Radar Performance Analysis Software and User's Guide', and the Netherlands Organisation for Applied Scientific Research TNO make no warranties, expressed or implied, that the equations and procedures in the manual or its associated software are free of error, or are consistent with any particular standard of merchantability, or will meet your requirements for any particular application. They should not be relied on for solving a problem of which the solution could result in injury to a person or loss of property. Any use of the program or the manual is at the user's own risk.

The authors and TNO own all intellectual property rights concerning CARPET and the CARPET manual. The user is not allowed to modify, copy, reverse engineer, rent, sublicense or in any way distribute CARPET and the CARPET manual to third parties.

The authors and TNO disclaim all liability for direct, indirect, incidental, special or consequential damages, including lost profits, resulting from use of CARPET and its manual, including all technical descriptions, equations and procedures therein, even if they have been advised of the possibility of such damage. In any event, the liability of the authors and of TNO in connection with CARPET and its manual will be limited to the amount paid for the program, if any. TNO and the authors have no express or implied obligation to provide maintenance, support, updates, enhancements or modifications, nor to continue to make the program or any feature thereof available nor introduce any products or services compatible with the program.

CARPET shall not be re-sold or re-exported or otherwise disposed of, contrary to any applicable export control law or regulation, including but not limited to European Union Regulations.

CARPET shall not be supplied in any way, directly or indirectly, to an entity/person in or from North Korea, Syria, Russia, Belarus, Iran, Sudan, the Crimea Region of Ukraine, People's Republic of China (including Hong Kong) and Saudi Arabia. CARPET shall not be supplied in any way, directly or indirectly, to an entity or person that is on any other export control restricted lists including any entity that is, to the best of our knowledge owned 50% or more, directly or indirectly, by such restricted entity or person.

CARPET shall not be applied to support any nuclear activity or unsafeguarded nuclear fuel-cycle activity, or the development of chemical or biological or nuclear weapons, or missiles capable of delivering such weapons.

In case of a country that is subject to an arms embargo decided by the European Commission, the Organization for Security and Co-operation in Europe (OSCE), or an arms embargo imposed by a binding resolution of the Security Council of the United Nations, CARPET shall not be used by a military end-user, or for a military end-use[1].

---

[1]For the purposes of this paragraph, 'military end-use' means: (a) incorporation into military items listed in the Common Military List of the European Union, (b) use of production, test or analytical equipment and components therefore, for the development, production or maintenance of military items listed in the above mentioned list, (c) use of any unfinished products in a plant for the production of military items listed in the above mentioned list.

CARPET shall not be used in any activity that may infringe human rights or threaten the public security.

This agreement is governed by the laws of The Netherlands. Any disputes arising out of or in connection with this agreement shall exclusively be referred to the competent courts of The Hague, the Netherlands.