



Software License Transfer

If you wish to sell or give your Case CATalyst software to an individual or business, we can help you transfer the license within allowable terms. Transferring the license allows the new owner to register the software, receive the most current version and receive one year of support and updates.

Educational editions of Case CATalyst are not eligible for transfer of license. Specific versions of Case CATalyst are eligible for transfer of license.

Upon receipt of your application, we will review and approve at our discretion. If approval is not given, we will contact you and no fees will be collected.

Print this document, sign, date and initial where indicated and then send it to us by mail, [email](#) or fax. We will get back in touch with you upon completion.

Sincerely,
Stenograph Customer Service Team



Stenograph, LLC
596 W Lamont Road
Elmhurst, IL 60126 USA

Phone: 800-323-4247
Fax: 630-532-5700
Email: purchaseagreements@stenograph.com

Software License Transfer
2018

Stenograph, L.L.C. ("Stenograph") licenses the Licensed Materials to the Customer named below ("Customer") and the Customer licenses the Licensed Materials from Stenograph for business purposes, on the terms and conditions stated on the pages of this Software License Agreement ("Agreement").

New Licensee			Original Licensee		
Name			Name		
Address			Address		
City	State	Zip	City	State	Zip
Office Phone			Phone		
Home or Mobile Phone			Signature		
Email			Date signed		

Is the original licensee currently financed?	Yes	No
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Customer should ascertain that the software is not currently secured by a finance agreement. If the account is currently open at First Lease, Bryn Mawr, Univest, or any other funding source, then the account must be paid or a transfer of equity must be completed by the Original Licensee.

Does the Original Licensee acknowledge transfer of all rights to possess and/or use the Licensed Materials to Customer?	Yes	No
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Enter the PKC Number	Select Edition
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	CATalyst Full	CATalyst BCS	CATalyst Edit
PKC Number:	Version 16 \$1,724	\$1,854	
	Version 17 \$1,624	\$1,754	
For Office Use Only:	Version 18 \$1,524	\$1,654	\$ 1,284
	Version 19 \$1,424	\$1,554	\$1,184

Transfer Fees make available the most current version of Case CATalyst and one year of Business Hour Support and updates.

Credit Card Number	Exp	Fee
Cardholder Name	Code	Tax Rate <small>(e.g., enter 8.25 as .0825)</small>
Cardholder Signature	Sales Tax	
	Total	

I have received and read a copy of the Stenograph software License Terms and Conditions dated June 4, 2016. I understand that Stenograph makes no other warranties whatsoever. I understand that Stenograph is not bound by this Agreement until it is accepted by Stenograph at its home office in Elmhurst, Illinois. I further understand that I am obligated to the terms of this Agreement upon execution of said Agreement. By signing below, I declare that all information provided above is true and accurate.

Stenograph, LLC By: _____ Date Signed: _____	Acknowledgement of Customer: By: _____ Date Signed: _____
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Return signed application and initialed Terms and Conditions with your payment to Stenograph at the address at the top of this form.

Software License - Terms and Conditions on the following pages are part of this Agreement

STENOGRAPH, LLC
CASE CATALYST SOFTWARE LICENSE AGREEMENT
TERMS AND CONDITIONS

PLEASE READ THE FOLLOWING LICENSE AGREEMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. BY CLICKING ON THE “ACCEPT” BUTTON AND/OR BY INSTALLING AND USING THIS SOFTWARE, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT AND YOU ACKNOWLEDGE THAT YOU HAVE READ AND ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT IN ITS ENTIRETY. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE “DO NOT ACCEPT” BUTTON AND DO NOT INSTALL OR USE THIS SOFTWARE.

Please contact us at support@stenograph.com with any questions.

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- A. You, Your and Yours** refer only to the registered and licensed end user and specifically do not include your agent, independent contractor, employee, successor or assign, or any other person or entity not registered as a licensed end user.
- B. Stenograph, We, Us and Ours** mean Stenograph, L.L.C.
- C. Device** means a personal computer or other electronic device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.
- D. Agreement** refers to this Software License Agreement.
- E. Licensed Software** means the contents of the files, electronic downloads, CD-ROM/DVD(s) or other media, licensed to you under this Agreement and provided to you by Stenograph with this Agreement and any Updates provided by us pursuant to the terms of this Agreement. Licensed Software does not include other software products or Enhancements to the Licensed Software that we publish and make available subject to separate software licenses.
- F. Update** means an updated version of the Licensed Software that consists of either change to the software design intended to improve usability and/or corrections to software functions from a previous version that did not operate as designed. Updates are not subject to additional license fees except as set forth herein. We in our sole discretion shall designate versions as either Updates or Enhancements.
- G. Enhancement** means an enhanced version of the Licensed Software that consists of new or additional features and/or functions to the software design intended to enhance usability or include additional functionality. Enhancements are subject to additional license fees, and you will be required to enter into a separate software license agreement to receive an Enhancement. Stenograph in its sole discretion shall designate versions as either Updates or Enhancements.
- H. Software Key** means a Product Key Code (“PKC”) that we provide you with the Licensed Software.
- I. Support** means any assistance we provide to you at your request in order to allow you to operate the Licensed Software as intended.
- J. Backup Services** means the data and content backup service associated with the Licensed Software, whether through the utilization of (i) the hard drive of the Device on which the Licensed Software is installed, (ii) flash or other forms of data storage devices attached or connected by you to the Device on which the Licensed Software is installed and/or (iii) our cloud-based backup (“Cloud Backup”) available to you during the Warranty Period and the term of any support agreement.
- K. Licensed Materials** means the Licensed Software, any associated documentation, any Software Key we provide you pursuant to this Agreement, and any back up copy of the Licensed Software authorized under this Agreement.

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3. **Scope of License.** Subject to full payment of the applicable license fees and subject to the terms and conditions of this Agreement, we grant to you, and you accept, a revocable, non-exclusive license to use the Licensed Materials in object code form only. Under this Agreement you are authorized to install the Licensed Software on up to five (5) Devices, provided that you are authorized to operate the Licensed Software on only one Device at any given time. Simultaneous use of the licensed software on more than one Device is not permitted. Upon complete payment of the applicable license fees, the license shall be considered royalty-free. We are not transferring title to the Licensed Materials to you, and we continue to own all Licensed Materials. We authorize you and only you to use any Software Key we provide with this Agreement. The Licensed Materials are protected by U.S. copyright laws and international treaty provisions and are not to be copied (except as expressly permitted herein), reproduced, stored in a retrieval system or transmitted in any form or by any means without prior written permission of Stenograph.
4. **Support.** During the Warranty Period (as defined in Section 10), Support for the Licensed Software is provided to you during normal business hours at no additional fee, however we reserve the right to limit Support, convert the Support to a fee per call basis, or require additional Support coverage if you use the Support in an irregular, excessive, abusive or fraudulent manner. At the expiration of the Warranty Period, you will be required to pay for any Support you request at our then-prevailing rates or enter into a support agreement with us. A support agreement must be current at the time Support is requested to avoid paying additional fees for Support. During the Warranty Period and support agreement periods, we will not charge any additional license fees for Updates to the Licensed Software. If you are no longer in the Warranty Period and do not have a current support agreement, we will charge additional reinstatement license fees for such Updates. Notwithstanding the above, Updates are provided at no additional license fee to the original licensee of student version software for a period of up to forty-eight (48) months from the original date of the license provided the licensee is enrolled as a student in an accredited program. Proof of such enrollment acceptable to Stenograph must be provided upon request.
5. **Backup Services.** You are responsible for properly configuring and using the Backup Service and taking your own steps to maintain appropriate security, protection and backup of data, transcripts, dictionaries, Case CATalyst or other files ("Data") that is stored in, used by or created by the Licensed Software. The Backup Service may include routine and automatic archiving of Data. The Backup Service is provided on an "as is" and "as available" basis. You expressly acknowledge and agree that your use of the Backup Service is at your sole risk. We make no representations or warranties that the Backup Service (including any form of data storage) will operate uninterrupted or error free or that that the Backup Service will be available at any particular time or location. We make no representations or warranties that the Backup Service is or will be free of viruses or other harmful components. You acknowledge and agree that you are solely responsible and liable for the content of your Data, including any liability or responsibility for errors or omissions in your Data and any infringement of the rights of others arising from your Data and the use, possession, display, presentation or performance of your Data. Stenograph makes no representations or warranties of any kind with respect to data storage of any hardware you utilize for the Backup Services. Unless terminated earlier for breach, you will be eligible to utilize Cloud Backup during the Warranty Period and the term of any applicable support agreement. You will be eligible to use only up to the amount of Cloud Backup data storage provided for in your support agreement. If eligibility to utilize Cloud Backup terminates or expires, your Data will no longer automatically backup to Cloud Backup and you will be responsible for backing up your Data to another resource. We may provide you access to your Cloud Backup account at then-current fees so that you may export your stored Data. We may delete any stored Data remaining in your account later than ninety (90) days after termination or expiration of your eligibility to utilize Cloud Backup.
6. **Term of License.** Subject to the restrictions and termination provisions set forth herein, the term of this license is perpetual. The exception is student version software: the student version license will be provided for a period of up to forty-eight (48) months from the original date of the license provided the student is enrolled in an accredited program. Proof of such enrollment acceptable to Stenograph must be provided upon request. At the sole discretion of Stenograph, the license **may** be provided beyond that period if the student can show they remain enrolled in an accredited program.
7. **Transfer of License.** You may not rent, lease, sublicense, sell, or resell the Licensed Materials, or authorize all or any portion of the Licensed Materials to be copied onto another user's Device, with or without consideration. Notwithstanding the foregoing, you may transfer or assign your rights to use the Licensed Materials to another

user upon (i) submission to us of a software license transfer agreement, signed by you and the proposed assignee or transferee, (ii) our receipt, in full, of the applicable transfer fee payable to us in accordance with such transfer agreement and (iii) the removal of the Licensed Materials from all of your Devices, whereupon the transferee or assignee will be provided its own Software Key and your Software Key will be terminated. Software license transfer agreements are available upon request to us at customerservice@stenograph.com. We are under no obligation to Support or transfer Licensed Materials that are not properly or legally licensed. Notwithstanding the foregoing, student and transcription versions of the Licensed Materials may not be transferred.

8. **Revocation of License.** Any use of the Licensed Materials not permitted under this Agreement, including without limitation, improperly copying, transferring or otherwise permitting the unauthorized use of these Licensed Materials, without our prior written approval, is a breach of this Agreement and will result in revocation of your license to the Licensed Materials. In such event, we reserve the right to demand the return or destruction of the Licensed Materials and to pursue all other remedies provided for herein and under the law.
9. **Termination of Agreement.** You may terminate this Agreement at any time by certifying to us the removal and destruction of all Licensed Materials or by returning all Licensed Materials using a traceable method of delivery at your expense. In no event shall you be entitled to any compensation from us for any license fees you have paid, except as may be separately agreed in a support agreement. We may terminate this Agreement upon your breach of its terms.
10. **Warranty Period, Limitations and Disclaimers.** We warrant for a period of one year from the date of invoicing ("Warranty Period") that the Licensed Software will, under normal use, substantially conform to and operate substantially in accordance with our then current specifications and documentation set forth in the Licensed Materials, provided that the Licensed Materials are installed on a Device that meets our minimum specifications and used and maintained in accordance with our instructions. We do not warrant that the functions contained in the Licensed Software will meet your requirements or that the Licensed Software will operate uninterrupted or error free. If such Licensed Software does not perform as warranted during the warranty period, as your sole and exclusive remedy, we will, at our option, either: (1) repair or replace the defective Licensed Software; or (2) terminate this Agreement, and, after you return all Licensed Materials to us, we will refund to you, pro-rata (using a straight line depreciation method over the Warranty Period), the license fees paid to us for this Agreement. Notwithstanding the foregoing, this limited warranty is void if the Licensed Software does not function as a result of accident, abuse, misuse, modification or misapplication.
11. **DISCLAIMER OF ALL WARRANTIES.** EXCEPT FOR THE LIMITED WARRANTY AS SET FORTH HEREIN, YOU UNDERSTAND AND AGREE THAT THE LICENSED MATERIALS ARE PROVIDED IN "AS IS" CONDITION. WE DISCLAIM ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE LICENSED MATERIALS, THE SUPPORT, THE BACKUP SERVICE, OR ANY PART OF THE FOREGOING, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE (WHETHER OR NOT WE KNOW, HAVE REASON TO KNOW, HAVE BEEN ADVISED, OR ARE OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOMER OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. IN ADDITION, WE EXPRESSLY DISCLAIM ANY WARRANTY OR REPRESENTATION TO ANY OTHER PERSON WITH RESPECT TO THE LICENSED MATERIALS, THE SUPPORT, THE BACKUP SERVICE, OR ANY PART OF THE FOREGOING.
12. **LIMITATION OF LIABILITY.** YOU UNDERSTAND AND AGREE THAT IF WE BECOME LIABLE TO YOU IN CONNECTION WITH THIS AGREEMENT, OUR OBLIGATION TO PAY DAMAGES TO YOU, REGARDLESS OF THE LEGAL THEORY, IS LIMITED TO THE AMOUNT YOU PAID US FOR THE LICENSED MATERIALS. UNDER NO CIRCUMSTANCES WILL WE BE LIABLE TO YOU OR ANYONE ELSE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST BUSINESS OPPORTUNITIES, LOSS OR UNAVAILABILITY OF DATA, DOWNTIME, CONSULTANTS, ETC.), EVEN IF THE POTENTIAL FOR SUCH DAMAGES WAS DISCLOSED AND/OR KNOWN. YOU FURTHER AGREE NOT TO BRING ANY KIND OF LEGAL OR ADMINISTRATIVE ACTION AGAINST US IN CONNECTION WITH THIS AGREEMENT MORE THAN ONE YEAR AFTER THE EVENT OCCURS WHICH IS THE SUBJECT OF SUCH ACTION. If the Licensed Materials or any part thereof are, or in our opinion might be, held to infringe or constitute a misappropriation of a third-party's intellectual property rights, we may, at our option, (i) replace or modify the Licensed Materials so as to avoid infringement, (ii) procure the right for you to continue the use of the Licensed Materials, or (iii) terminate any licenses to the Licensed Materials, require you to remove the Licensed Materials and refund to you, pro-rata (using a straight line depreciation method over the

Warranty Period), the license fees paid to us for this Agreement. Notwithstanding the foregoing, we will have no obligation with respect to any infringement claim to the extent caused by (A) any use of the Licensed Materials not in accordance with this Agreement, (B) any use of the Licensed Materials in combination with other products, equipment, software, or data not supplied by us, except as specified in the Licensed Materials, (C) your continued use of any non-current, unaltered version of the Licensed Materials following notification by us that the non-current unaltered version of the Licensed Materials may be infringing and of the need to use an Update; or (D) any modification of Licensed Materials by any person other than us.

13. **Remedies for Breach.** In the event that you breach any term of this Agreement we may (1) terminate this Agreement and revoke your license to the Licensed Materials upon written notice to you, in which event you agree to return to us or, at our discretion, destroy the Licensed Materials and any copies thereof; (2) repossess the Licensed Materials without compensation to you for any fees you have paid to obtain the use of the Licensed Materials or any costs you may incur as a result of the repossession and/or (3) pursue any remedy available at law or in equity against you, including specifically any rights we may have under applicable copyright laws. The prevailing party to any action brought under this Agreement shall be entitled to its reasonable attorneys' fees and costs.
14. **Audit.** On our written request, no more frequently than annually, you agree to provide us with a signed certification verifying that the Licensed Materials are being used pursuant to the terms of this Agreement. You agree to grant us reasonable access and provide reasonable co-operation, upon prior notice during normal business hours, to allow us to audit the use of the Licensed Materials.
15. **Export.** You acknowledge that all or part of the Licensed Material is of U.S. origin and subject to U.S. export jurisdiction. Accordingly, you agree to comply with all export and re-export restrictions and regulations imposed by the U.S. Government. If you breach this clause, we may terminate this Agreement immediately. Further, you unconditionally accept full responsibility for your compliance with this clause and agree to defend, indemnify and hold us harmless from and against any claim, loss, liability, expense or damage (including fines or legal fees) incurred by us or our affiliates or suppliers as a result of your violation of this clause.
16. **No Waiver.** No term or provision of this Agreement shall be deemed waived and no breach shall be deemed excused, unless such waiver or excuse is in writing and signed by the party claimed to have waived or excused. No consent to or waiver of a breach shall constitute a consent to, waiver of, or excuse of any other different or subsequent breach.
17. **Governing Law; Jurisdiction and Venue.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REFERENCE TO ITS CHOICE OF LAW RULES. YOU HEREBY CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURT OF THE STATE OF ILLINOIS, DuPage COUNTY, AND THE UNITED STATES FEDERAL DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION.
18. **Severability.** If any of the provisions of this Agreement are found to be invalid by a court of competent jurisdiction, such provisions shall be deleted from this Agreement and the remainder of this Agreement shall remain in full force and effect.
19. **Headings Not Controlling.** The Headings used in this Agreement are for reference purposes only and should not be deemed a part of this Agreement.
20. **Entire Agreement.** This Agreement, together with any separate support agreement signed by you, includes all the terms and conditions of the Software License Agreement between the parties hereto and supersedes any prior oral or written communications regarding your rights and obligations with respect to the use of the Licensed Materials. No statements made by any of our representatives or agents which are not included in this Agreement shall be binding on us.

Should you have any questions about this Agreement or Stenograph's software use policies, or if you desire to contact Stenograph for any other reason, please contact Stenograph at: support@stenograph.com.

I HAVE READ, UNDERSTAND AND AGREE TO THESE TERMS

Initials required

Date