Ext4Yii Evaluation License Agreement

version 1.0

THIS DOCUMENT IS A LEGAL LICENSE AGREEMENT (the "License Agreement") TO EVALUATE A SOFTWARE PRODUCT BETWEEN TRUESOFTWARE B.V, ("We,"US") AND YOU OR THE ORGANIZATION ON WHOSE BEHALF YOU ARE UNDERTAKING THE LICENSE DESCRIBED BELOW ("You") IN RELATION TO THE EXT4YII FRAMEWORK AND ANY DERIVED PRODUCT OR EXTENSION (THE "Software"), IN BOTH SOURCE AND OBJECT CODE FORM, AND/OR ALL RELATED MATERIALS. BY DOWNLOADING, INSTALLING, COPYING OR OTHERWISE USING THE SOFTWARE, YOU ACCEPT THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH ANY OF THE TERMS OR CONDITIONS OF THIS LICENSE AGREEMENT, DO NOT PROCEED WITH THE DOWNLOADING, COPYING, INSTALLATION OR ANY OTHER USE OF THE SOFTWARE OR ANY PORTION THEREOF. THE SOFTWARE IS PROTECTED BY DUTCH COPYRIGHT LAWS AND INTERNATIONAL COPYRIGHT LAWS, AS WELL AS OTHER INTELLECTUAL PROPERTY LAWS AND TREATIES. THE SOFTWARE IS LICENSED, NOT SOLD.

We, TrueSoftware B.V. grant You a one-time, non-exclusive, non-transferable license to the Software solely as set forth in section 1(a) as applicable, and subject to the terms and conditions of this License Agreement.

1. OWNERSHIP, LICENSE GRANT

This is a legal license agreement for purpose of evaluating the Software and not an agreement for sale or otherwise. We reserve ownership of all intellectual property rights inherent in or relating to the Software, which include, but are not limited to, all copyright, patent rights, all rights in relation to registered and unregistered trademarks (including service marks), confidential information (including trade secrets and know-how) and all rights other than those expressly granted by this Agreement.

a. License to Evaluate:

Subject to all the terms and conditions of this License Agreement, TrueSoftware B.V. hereby grants to you to download and use the Software solely for internal evaluation purposes for a trail period which is permitted in the Software, from your first access, download, installation, or use of the Software ("Evaluation Period"). You may access, download, install, and copy the Software on a reasonable number of development systems within your organization; and use the Software only for internal evaluation purposes.

2. PERMITTED USES, SOURCE CODE, MODIFICATIONS

We provide You with source code so that You can create Modifications of the original Software, for the purpose of evaluation within the Evaluation Period, provided you comply to all the terms set forth in section 4 (PROHIBITED USES)

3. DISTRIBUTION

You may not distribute the Software or Modifications of the original Software other than internally for evaluation and demonstration purposes.

4. PROHIBITED USES

You may not: a) use any part of the Software or Modifications or Your knowledge of the Software (or any information that You learn as a result of Your use of the Software) to create a product with the same or substantially the same functionality as the Software; b) transfer, rent, lease, or sublicense the Software or Modifications, or any portions thereof; c) change or remove the copyright notice from any of the files included in the Software or Modifications, d) remove any logos, evaluation reminders, directly or indirectly change or tamper, reverse engineer the Software to bypass any portions of the Software which enforces the Evaluation Period.

5. TERMINATION.

This license is granted for evaluation purpose only. All grants of license herein expire after the Evaluation Period of receiving the Software. After this date you must either purchase a Commercial License ("ECLA"), or destroy all copies of the Software and all derivative works. The above license, including your right to use the Software, will terminate automatically if you infringe TrueSoftware's copyrights or breach this Agreement. Termination of your licenses does not affect your obligations under this Agreement.

6. DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRUESOFTWARE AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SOFTWARE. WE DO NOT GUARANTEE THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU ACKNOWLEDGE THAT IT IS NOT TECHNICALLY PRACTICABLE FOR TRUESOFTWARE TO DO SO.

7. LIMITATION OF LIABILITIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE OR OUR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR ANY OTHER PECUNIARY LAW) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, OUR ENTIRE LIABILITY UNDER ANY PROVISION OF THIS LICENSE AGREEMENT SHALL BE LIMITED TO ONE DOLLAR CENT (\$0.01) USD.

8. MISCELLANEOUS

The license granted herein applies only to the version of the Software downloaded or installed in connection with the terms of this Agreement. Any previous or subsequent license granted to You for use of the Software shall be governed by the terms and conditions of the agreement entered in connection with downloading or installation of that version of the Software. You agree to be identified as an evaluating customer of ours and You agree that We may refer to You by name, trade name and trademark, if applicable.

You may not assign this License Agreement without Our prior written consent. This License Agreement will inure to the benefit of Our successors and assigns.

You acknowledge that this License Agreement is complete and is the exclusive representation of our agreement. No oral or written information given by TrueSoftware or on Our behalf shall create a warranty or collateral contract, or in any way increase the scope of this License Agreement in any way, and You may not rely on any such oral or written information.

If any provision in this License Agreement shall be determined to be invalid, such provision shall be deemed omitted; the remainder of this License Agreement shall continue in full force and effect.

This License Agreement shall be governed by and construed in accordance with the laws of the Netherlands. A change of management or legal form of the parties will have no impact on the Agreement. Any provision in this Agreement that turns out to be void, will not impair the validity of the entire Agreement. To the extent that the rules of mandatory law do not prescribe otherwise, any and all disputes that may arise from the Agreement will be submitted to the competent Dutch court in The Hague.