

SOFTWARE LICENSE

Agreement for irrKlang Pro

Copyright© 2006-2008 Nikolaus Gebhardt / Ambiera e.U.

1. Licensed Product and Rights to Use

This is a legal agreement between Ambiera e.U. / Nikolaus Gebhardt (the "LICENSOR") and you (the "LICENSEE"). It governs the licensee's right to use, bundle and distribute the irrKlang Pro software (the "Software") or parts of it. This Licence is also protected by copyright law.

The Licensor grants the Licensee the limited, worldwide, non-exclusive, non-transferable, non-sublicensable right to use and redistribute the Software in association with the programming of one "program". "Program" refers to any work based on the Software, i.e. containing the Software or a portion of it.

The license extends to minor upgrades up to, but not including, the next major version of the Software. This right is subject to the following conditions and limitations.

2. License Fee

The Licensee pays a License fee of 490€ (plus value-added tax if applicable) to the Licensor. As soon as the Licensor acknowledges the receipt of the fee, the Licensee may use the Software as defined in this Agreement.

3. Redistribution

The source code of the Software (if provided) and derivative works of it may not be disclosed, transferred, sold or rented to any third party (directly or indirectly).

The Software and derivative works of it may only be distributed in binary form as part of one single product. If the use of the Software in conjunction with more than one product is desired, payment of additional licence fees becomes due.

The Software and derivative works of it may not be redistributed by the Licensee's end-users or customers.

All trademark notices, copyrights and copies of third party license texts (if inclusion is demanded in the respective licenses) must be included in the redistributed Software or derivative work.

4. Ownership of Software

The Software is licensed and not sold. The Software is owned by the Licensor. The Licensor retains all rights, including all copyrights and intellectual property rights in and to the Software, its documentation, title, logos, data files and all copies thereof. All rights not explicitly granted to the Licensee in this License are reserved by the Licensor.

5. Disclaimer of Warranty

THE SOFTWARE IS PROVIDED BY THE LICENSEE "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE REGENTS OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

In any case, Ambiera's entire liability under any provision of this license shall be limited to € 1.00. Furthermore, the Licensee acknowledges that he was able to test and use the test version of the Software freely for an unlimited amount of time before agreeing to this license. The Licensee is thus conscious of the exact functionality provided by the Software and will not claim any missing or wrongly advertised functionality by the Licensor.

The Software is especially not guaranteed to work with or on all versions of the Linux operating system, due its open source nature, changing application binary interfaces and numerous configurations of different distributions.

6. Reverse Engineering

The Licensee is not entitled to reverse-engineer, decompile or modify the licenced software under this agreement.

7. Dependencies and third Party licenses

The Licensee acknowledges that the Software includes third party software and is depending on other software as described in the documentation and at the website.

8. Termination

If the Licensee fails to comply with the terms and conditions of this license, the Licensor will terminate the License agreement and the Licensee immediately has to delete all copies of the Software and its source (if provided).

9. Publicity

Documentation and website, (and if wished additionally credit screen, splash applications and package box) of the licensee's programs based on the Software must display the IrrKlang Logo or a text indicating that the software is contained in the program.

Use of the License under this License agreement includes the option to be linked from a sub page of the ambiera website (i.e. 'Products using the Software'). The Licensor is allowed to indicate the existence of the business relationship with the Licensee on all advertising media including his website(s) using the Licensee's name and logo, subject to optional withdrawal in written form by the Licensee.

10. Support

This license does not include support services, although the Licensor can decide to offer the Licensee prioritized support via email. Repeated voluntary provision of support services by the Licensor does not constitute a claim for future provision of support services for the Licensee.

11. Jurisdiction and Choice of Law

Insofar as not otherwise agreed, this Agreement shall be governed exclusively by Austrian law. Austrian law shall also be applied in case of the Licensee being located outside of Austria. The Licensee expressly agrees that exclusive jurisdiction for any claim or dispute with the Licensor linked in any way to the Licensee's use of the Software and/or Documentation resides in the competent court in the town of Vienna, Austria.

12. Severability

Should individual terms of this agreement be or become inoperative, this will not affect the remaining terms of this agreement. The Licensor and Licensee will work in a spirit of partnership to find an arrangement that approximates the inoperative terms as closely as possible.

IN WITNESS WHEREOF, the Licensor and Licensee have caused this Agreement to be executed as set forth below:

Licensor

Licensee

Name:

Name:

City, Date:

City, Date:
