

LICENSE AGREEMENT FOR THE PRODUCT OOCASE V4

BY BREAKING THE SEAL OF THE PRODUCT PACKAGE OR DOWNLOADING A PRODUCT DELIVERY ARCHIVE, YOU ACCEPT THESE LICENSE TERMS and this agreement becomes binding between you as the End User of the Product and the License Provider ROJTEC. IF YOU DO NOT AGREE WITH THESE TERMS, YOU SHOULD PROMPTLY RETURN THE UNBROKEN PACKAGE and all other Product contents including documentation TO THE PLACE OF PURCHASE FOR A REFUND, OR NOT DOWNLOAD THE PRODUCT DELIVERY ARCHIVE.

1. The End User has the right to use the Product solely for internal use within the End User's organization and solely in conjunction with the License Provider's Offerings. No external use of, access to or commercial application of the Product shall be permitted or authorized by the End User without written consent of the License Provider. Such consent may, at the License Provider's and its licensors discretion, also require the End User to enter into a remarketing agreement with the License Provider and pay corresponding fees to the License Provider in addition to any fees paid to the License Provider for its Offerings.
2. The Product is licensed, not sold. Title does not pass to the End User. There is no implied license, right or interest granted in any copyright, patent, trade secret, trademark, invention or other intellectual property right. The End User will not make any copies of the Product except as required for archival or backup purposes.
3. The End User only obtains a nonexclusive license to use the object code version of the Product. The End User will not decompile, disassemble or otherwise reverse engineer the Product.
4. The End User may appoint the number of users or machines based on License Type within its organisation to use the Product for each such license the End User acquires. The total number of users or machines may not exceed the number of users or machines, by License Type, of licenses acquired. The End User must maintain an up to date record of users or machines for each license acquired, and on written request by the License Provider must provide this information to the License Provider within 30 days from receipt of the request.
5. The Product is not specifically developed for use in any nuclear, aviation, mass transit, medical or other inherently dangerous applications. The License Provider and its licensors will not be liable for any claims or damages to the extent the claims or damages arise from such use.
6. THE LICENSE PROVIDER WARRANTS THAT THE PRODUCT WILL SUBSTANTIALLY CONFORM WITH THE FUNCTIONALITY DESCRIBED IN THE PRODUCT'S TECHNICAL DOCUMENTATION. THIS WARRANTY DOES NOT APPLY IF THE PRODUCT'S ERROR OR MALFUNCTION IS CAUSED BY MACHINE MALFUNCTION, BY NON LICENSE PROVIDER SOFTWARE MALFUNCTION, BY MODIFICATION NOT MADE OR AUTHORISED BY THE LICENSE PROVIDER, OR BY INCORRECT PROCEDURES USED BY END USER. THE LICENSE PROVIDER AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCT.
7. The License Provider or its licensors will not be liable, whether in contract, tort, or otherwise, for any loss of profit or goodwill, or other indirect, special, or consequential damages suffered by the End User. The License Provider's and its licensors' cumulative liability for any claim, whether in contract, tort or otherwise, shall be limited to direct damages and shall not exceed the license fees which have been paid by the End User for the Product giving rise to the claim.
8. The End User will not transfer or license, including outsourcing, the use of all or any portion of the Product to any third party or entity.
9. The End User shall ensure that the Product is not exported, directly or indirectly, in violation of the export laws and regulations of the United States of America ("U.S.") including the Export Administration Regulations. Diversion contrary to U.S. law is prohibited.
10. In case the License Provider ceases to provide support for the Product, the End User agrees to be contacted by telephone or letter by the software platform supplier of Cincom Smalltalk, on which the value adding Product is built, and offered their support. If the End User accepts this offer, the terms and conditions of this support will be detailed in an agreement signed between Cincom and the End User.