

Orson Charts

SOFTWARE LICENCE AGREEMENT 1.0

Object Refinery Limited, a company registered in England & Wales under number 3136023 whose registered office is at Enterprise House, 5 Roundwood Lane, Harpenden AL5 3BW, UNITED KINGDOM (the “Licensor”, “us”, “we”, “our”), owns the intellectual property rights (including but not limited to copyright and database rights) subsisting in or used in connection with the software library **Orson Charts** (the “Library”) including all documentation and manuals and all other copies which you are authorised to make by this Agreement.

It is unlawful to load the Library onto a computer or to use it without a licence.

0. Definitions

“Customer”	the licensee (you).
“Library”	the software library identified in Schedule A, including source files, object files, documentation files and miscellaneous other files collectively.
“Licensor”	Object Refinery Limited, the company identified in the header above that is the owner of the Library.
“Products”	Software products developed by the Customer that integrate the Library’s Runtime Code.
“Runtime Code”	Compiled class files, generated from the Source, and other non-Source files belonging to the Library that are required by Products when executing at run time.
“Source”	the Library source code files.
“Start Date”	the invoice date for the licence fee.

1. Licence

In consideration of your payment of the applicable licence fee, the Licensor grants you (the “Customer”) a perpetual, non-exclusive right to use the Library in accordance with Clause 2 below. This licence is personal to you and is for your benefit only.

2. Permitted Use

As purchaser of an authorised copy of the Library, you may, subject to the following conditions:

load and use the Library on any computer which is under your control;

copy the Library for back-up and archival purposes and make copies of the documentation (if any) accompanying the Library, provided that the original and

each copy is kept in your possession and labelled and that your installation and use of the software does not exceed that allowed by this Agreement;

develop and test software products ("Products") that use the Library and otherwise integrate the Runtime Code with your Products;

sublicense the Library's Runtime Code when integrated with your Product(s), subject to the sublicensing conditions set out in Clause 4 below.

UNDER NO CIRCUMSTANCES is sublicensing or redistribution of the Library source code (whether modified or not) permitted under this licence.

3. Restrictions on Use

You may not nor permit others to:

sub-license, assign, rent, lease or transfer the licence or the Library or make or distribute copies of the Library except as permitted by this Agreement;

translate, reverse engineer, decompile, disassemble, modify or create derivative works based on the Library except as permitted by law;

make copies of the Library, in whole or part, except for back-up or archival purposes as permitted in this Licence Agreement;

use any back-up copy of the Library for any purpose other than to replace the original copy in the event that it is destroyed or becomes defective;

copy the written materials (except as provided by this Agreement) accompanying the Library;

adapt, modify, delete or translate the written material accompanying the Library in any way for any purpose whatsoever;

vary, delete or obscure any notices of proprietary rights or any product identification or restrictions on or in the Library.

4. Sublicensing

As a purchaser of a licence for the Library, you are permitted to sublicense the Runtime Code to third parties, without payment of any royalty fee, provided that:

you the Customer accept all liabilities arising from the sublicensing of the Runtime Code to Third Parties;

the Runtime Code is integrated and licensed together with your Product and NOT sublicensed separately;

your Product does not provide services that compete with the Library, or expose the Runtime Code in a manner that facilitates your customers using it other than as a component of your Product;

your Product documentation acknowledges the use of the Library, and the ownership and rights of the Licensor;

your Product documentation and marketing materials do not provide misleading or inaccurate information about the Library and its functions;

5. Undertakings

You undertake to:

ensure that, where relevant, prior to use of the Library by your employees or agents, all such parties are notified of this licence and the terms of this Agreement;

reproduce and include our copyright notice (or such other party's copyright notice as specified on the Library) on all and any copies of the Library, including any partial copies of the Library;

hold all drawings, specifications, data (including object and source codes), software listings and all other information relating to the Library, confidential and not at any time, during this licence or after its expiry, disclose the same, whether directly or indirectly, to any third party without our consent.

6. Title

We shall at all times retain ownership of the Library.

7. Warranty

We warrant that for a period of 30 days from the date of your purchase of the Library (the "Warranty Period"), the copy of the Library supplied to you will materially conform to the documentation that accompanies the Library. If the Library fails to operate in accordance with this warranty, you may, as your sole and exclusive remedy, return all of the Library and the documentation to us or to your supplier during the Warranty Period, along with dated proof of purchase, specifying the problem, and we will provide you with a full refund.

8. Disclaimer

We do not warrant that this Library will meet your requirements or that its operation will be uninterrupted or error free. We exclude and expressly disclaim all express and implied warranties or conditions not stated in this Agreement (including without limitation, loss of profits, loss or corruption of data, business interruption or loss of contracts), so far as such exclusion or disclaimer is permitted under the applicable law. This Agreement does not affect your statutory rights.

9. Liability

Our liability to you for any losses shall not exceed the amount of the licence fee you paid to us for the Library.

In no event will we be liable to you for any indirect or consequential damages, or loss of profit, even if we have been advised of the possibility of such damages. In particular, we

accept no liability for any programs or data made or stored with the Library nor for the costs of recovering or replacing such programs or data.

Nothing in this Agreement limits liability for fraudulent misrepresentation or our liability to you in the event of death or personal injury resulting from our negligence.

You acknowledge and agree that the limitations contained in this Clause 9 are reasonable in the light of all the circumstances.

10. Support

The Licensor will provide up to 1 hour of support during 90 days from the Start Date. Support will be provided by e-mail only during office hours on standard business days in the United Kingdom.

11. Updates

The Customer shall be entitled to download, at no additional cost, all maintenance releases of the Library for a period of 12 months from the Start Date. At the end of this period, the Customer will be required to pay a maintenance fee to obtain newer versions of the Library.

12. Termination

The Agreement and the licence granted to use the Library automatically terminates if you:

fail to comply with any provisions of this Licence Agreement;

destroy the copies of the Library in your possession;

voluntarily return the Library to us.

In the event of termination in accordance with sub-Clause 9.1 you must destroy or delete all copies of the Library from all installation media in your control.

13. No Waiver

No failure or delay by us in exercising any of our rights under this Licence Agreement shall be deemed to be a waiver of that right, and no waiver by us of a breach of any provision of this Licence Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

14. Assignment

This Licence Agreement is personal to you. You may not assign, sub-licence or otherwise delegate any of your rights hereunder without our prior written consent.

15. Entire Agreement

This Agreement contains the entire agreement between us, the Licensor, and you with respect to its subject matter.

You acknowledge that, in entering into this Licence Agreement, you do not rely on any representation, warranty or other provision except as expressly provided in this Licence Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

16. Severance

In the event that one or more of the provisions of this Licence Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of this Licence Agreement. The remainder of this Licence Agreement shall be valid and enforceable.

17. Law and Jurisdiction

This Licence Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

Any dispute, controversy, proceedings or claim relating to this Licence Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

SCHEDULE A

Orson Charts, a library for the Java Platform that allows the creation of 3D charts.