

EXIV2 LICENSE AGREEMENT

This License Agreement is entered into as of (“**Effective Date**”) between Andreas Huggel (“**Licensor**”), and (“**Customer**”). The parties agree as follows:

1. **SOFTWARE.** Licensor is the exclusive owner of the software library known as “Exiv2”, version (“**Software**”). This Agreement details the terms upon which Licensor has licensed the Software to Customer.
2. **FEES.** Customer pays to Licensor a one-time fee of EUR 750 for the right to license the Software under the terms of this Agreement. Payment will be made within 15 days from the Effective Date.
3. **LICENSE GRANT.** Under all of its intellectual property and proprietary rights, Licensor hereby grants to Customer a non-transferable, non-exclusive, worldwide, perpetual, irrevocable, fully paid-up, royalty-free right and license to (a) modify all or a part of the Software in any form to create “**Modified Software**”; (b) compile, link, or otherwise combine all or a part of the Software or any Modified Software in any form with one or more software libraries, software applications, or other software programs to create “**Proprietary Customer Software**”; (c) use the Software and Modified Software in any form, including as part of Proprietary Customer Software; (d) distribute the Software and Modified Software as part of Proprietary Customer Software and exclusively for use with Proprietary Customer Software; (e) reproduce the Software and Modified Software in any form in order to exercise Customer’s license rights and to make a reasonable number of backup, archive, and test copies; (f) merge changes from any Exiv2 version into the Software, provided always that Licensor owns or has the right to license the copyright to these changes.
4. **DELIVERY OF MODIFIED SOFTWARE.** Customer will deliver to Licensor their changes to the Software within 30 days of the completion of each feature or bugfix. Within 30 days after each general public release of any Proprietary Customer Software, Customer will deliver to Licensor one copy of any Modified Software created by Customer that is included in the publicly-released Proprietary Customer Software.
5. **OWNERSHIP.** Licensor will own and retain all right, title, and interest, including all intellectual property rights, in and to the Software. Customer will assign, and does hereby assign, to Licensor all of Customer’s right, title, and interest, including all intellectual property rights, in and to the Modified Software created by or for Customer. Subject to Licensor’s ownership of the underlying Software and Modified Software, Customer will own all right, title, and interest in and to all Proprietary Customer Software created by or for Customer.
6. **WARRANTY DISCLAIMER.** THERE IS NO WARRANTY FOR THE SOFTWARE, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING LICENSOR PROVIDES THE SOFTWARE “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS WITH THE CUSTOMER. SHOULD THE SOFTWARE PROVE DEFECTIVE, THE CUSTOMER ASSUMES THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.
7. **LIMITATION OF REMEDIES.** IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL EITHER PARTY HAVE LIABILITY TO THE OTHER PARTY FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY THE CUSTOMER OR THIRD PARTIES OR A FAILURE OF THE SOFTWARE TO OPERATE WITH ANY OTHER PROGRAMS), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT
8. **MISCELLANEOUS.** This Agreement will be governed by the laws of Zurich, Switzerland, without reference to conflict of law principles. All disputes arising out of or related to this Agreement will be subject to the exclusive jurisdiction of the courts located in Zurich, Switzerland, and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts. Each party may assign this Agreement without the other party’s consent to a successor-in-interest, whether by way of merger, acquisition, sale of assets, reorganization, change of control, or other transaction. Licensor’s sole remedy, if any, for a breach of this Agreement will be an action for damages; Licensor will not be entitled to terminate or rescind this Agreement or the rights and licenses granted in this Agreement. No waiver or modification of this Agreement will be valid unless contained in a writing signed by each party. This is the entire agreement between the parties relating to the licensing of the Software by Licensor to Customer.

“**Licensor**”

Andreas Huggel

Signature: _____

Date: _____

“**Customer**”

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____