
Rice Commercial License (RCL) 1.0

PREAMBLE

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SECTION 1 - Definitions

- “Licensor” means the copyright holder, Brandon Rice.
- “You” (and “your”) refers to the licensee, the individual or organization exercising the terms and conditions of this license.
- “Licensed content” means the written, audio, and/or visual works subject to this license.
- “Licensed software” means licensed content referring to software source code and any other files used by the source code in a software program.
- “Agreement” means this Rice Commercial License, version 1.0.
- The term of this license shall begin immediately once the license fee has been received in-full to the licensor, Brandon Rice, as outlined in SECTION 5 - License Fee and Royalties.
- “License fee” is a one-time, non-refundable license issue fee paid to the licensor, Brandon Rice, as outlined in SECTION 5 - License Fee and Royalties.

SECTION 2 - Grant of Rights

The licensor grants you a perpetual, non-exclusive, worldwide, revocable, non-transferable, non-sublicensable license to access, install, reproduce, recompile, use, modify, make derivatives, or otherwise adapt and distribute the licensed content in a product or service in accordance with the terms of this agreement.

SECTION 3 - Restrictions on Use

All licensed content remains the property of the licensor and you agree not to release any licensed content or derivatives of licensed content under an open source license. Additionally, any licensed content or derivatives of licensed content must retain an end user license agreement binding its users to the same significance and conditions as outlined in SECTION 5 - Warranty and Limitation of Liability.

SECTION 4 - Ownership

This agreement does not transfer any ownership of the licensed content to you. All intellectual property rights of the licensed content remain the property of Brandon Rice. You must retain the following copyright notice in any licensed software source code:

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SECTION 5 - License Fee and Royalty

You shall pay Brandon Rice a license fee agreed to upon by you and Brandon Rice, certified by a written contract signed by you and Brandon Rice, outlining the payment of the licensing fee and any royalties. This license fee is a one-time, non-refundable payment that shall be without deduction of exchange, collection, or other charges, and, specifically, without deduction of withholding or similar taxes or other government imposed fees or taxes.

Per the signed written contract, you agree to additionally pay any royalties, perpetuities, or other fees on-time and in-full, as defined in the signed written contract between you and Brandon Rice.

Upon Brandon Rice receiving the license fee in-full, you are licensed to use the licensed content under the terms of this license agreement. You agree that Brandon Rice shall not be required to help you in any way regarding the licensed content, other than accessing (meaning receiving an online copy) of the licensed content.

SECTION 6 - Warranty and Limitation of Liability

THE LICENSED CONTENT IS PROVIDED “AS-IS” AND MAY NOT BE ACCURATE, COMPLETE, OR FUNCTIONAL. TO THE FULLEST EXTENT PERMITTED BY LAW, BRANDON RICE HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND CONCERNING THE LICENSED CONTENT, AND IN NO EVENT SHALL BE HELD LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES. BRANDON RICE MAKES NO WARRANTY ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, TIMELINESS, SUFFICIENCY OR QUALITY OF THE LICENSED CONTENT. BRANDON RICE DOES NOT WARRANT THAT ANY LICENSED SOFTWARE WILL OPERATE WITHOUT ERROR OR INTERRUPTION, OR THAT THE LICENSED CONTENT IS FREE OF COMPUTER VIRUSES OR OTHER HARMFUL COMPUTER CODE.

IN NO EVENT SHALL BRANDON RICE BE LIABLE TO YOU, THE LICENSEE, FOR MORE THAN THE TOTAL LICENSE FEE, EXCLUDING ROYALTIES, PAID BY YOU TO BRANDON RICE. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL BRANDON RICE BE LIABLE TO YOU, THE LICENSEE, FOR ANY DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THE LICENSED CONTENT, OR USE OF THE LICENSED CONTENT, EVEN IF BRANDON RICE IS NEGLIGENT OR OTHERWISE AT FAULT, AND REGARDLESS OF WHETHER BRANDON RICE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 7 - Indemnification

You shall defend, indemnify, and hold harmless Brandon Rice, from and against any and all third-party claims, actions, demands, and legal proceedings (collectively “Claims”) and any and all liabilities to third parties for damages, losses, judgments, authorized settlements, costs and expenses including, without limitation, reasonable attorneys’ fees (collectively “Damages”), arising out of or in connection to your access to, use of, and/or distribution of the licensed content, except to the extent directly caused by the gross negligence or willful misconduct of Brandon Rice.

Section 8 - Use of Name

Nothing in this agreement shall be construed as granting you any rights or licenses to use any trademarks, service marks or logos displayed on or contained in the licensed content. You shall not otherwise use the names “Brandon Rice”, “bjrice13”, “Retro Engineer”, or any other variations, adaptations, or abbreviations thereof, or any trademark owned by Brandon Rice without prior written consent of Brandon Rice.

Section 9 - Termination

This agreement shall terminate automatically, without notice from Brandon Rice, if you fail to comply with any term(s) set forth in this agreement. Upon termination of this agreement, the rights granted hereunder will automatically terminate and you agree to immediately cease all use of the licensed content.

SECTION 10 - Piracy

Piracy refers to breaking the licenses as defined above, usually through illegally copying and/or redistributing the licensed content.

If you suspect piracy of any licensed content, please report the website and URL (if online), and a description of the suspected pirated content to Brandon Rice.

DISCLAIMER

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