"fast float plug-in" COMMERCIAL LICENSE

This license agreement is a legal agreement between you ("Licensee") (either an individual or a single entity) and Martin Maria Saguer, ("littlecms") for the software product "fast float plug-in" which includes computer software and electronic documentation (collectively the "Software").

This license supersedes AGPLv3.

This license is valid only if Licensee has completed payment.

By installing, copying or otherwise using the Software, you agree and to be bound by the terms of this License agreement, otherwise you are bound by the AGPLv3 License. You are also bound by any library licenses as explained in paragraph 5.

1. Using the Software:

If Licensee has purchased a license for the Software, subject to the terms and conditions of this Agreement, littlecms grants Licensee, a limited, non-exclusive, non-transferable license to install or include the Software in your own software and use that copy of the Software only in accordance with this agreement.

a) Licensee may use the Software to operate in conjunction with other commercial software.

b) Licensee is allowed to remove any littlecms copyright notices, logos or brand related texts.

c) Licensee is allowed to modify the Software without contributing back to the Open Source project.

d) Licensee are granted these rights for one (1) software company, including development and testing setups.

2. Restrictions

Licensee may not:

a) Sell or distribute the Software completely standalone, it may only be distributed or sold together with Licensee commercial software.

b) Compete with the Open Source version of the software, for example by creating a new Open Source branch using the commercial version.

c) Market the Software separately from Licensee-owned products or services as their own creation.

3. Termination

This License Agreement is effective until terminated. littlecms may terminate this License Agreement if Licensee fails to comply with the terms and conditions. In such event, Licensee must destroy all copies of the Software and all of its component parts.

4. Ownership

The Software is licensed, not sold. The License agreement gives Licensee limited rights to use the Software. All rights, title and interest, including all copyrights, in and to the Software and any copies Licensee is permitted to make herein are exclusively owned by littlecms and are protected by copyright, trademark and trade secret law and international treaties. littlecms retains all rights not expressly granted to Licensee in this License agreement.

6. Privacy

6.1 EU Data Protection Directives

littlecms represents and warrants that it will comply with the principles of the European Union Data Protection Directive 95/46, the General Data Protection Regulations (GDPR) and the Telecoms Data Protection Directive as amended ("the Directives") and any successor legislation, in relation to any personal data received by or originating from the Licensee. Licensee hereby warrants that it is aware of regional and national data privacy laws and regulations and will comply with all such laws in the use of littlecms Software and Services. In particular, Licensee warrants that it will not use littlecms Software and Services in violation of any data privacy laws in Europe or elsewhere in the world. Licensee hereby represents that it will make this warranty as long as this Agreement is in force.

littlecms collects personal data only for the purpose of identifying Licensees and Customers of its Software and Services. Persons with qualifying personal data may request the deletion of such data in accordance with the provisions of the GDPR and other relevant legislation. Such requests shall be directed to sales@littlecms.com

7. Limited Warranty

Software is provided "AS IS". You exclusive remedy and littlecms's entire liability under this limited warranty will be a littlecms's option to replace Software or refund the fee paid for the Software.

8. DISCLAIMER OF WARRANTY

UNLESS SPECIFIED IN THIS AGREEMENT, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ARE DISCLAIMED, EXCEPT TO THE EXTENT THAT THESE DISCLAIMERS ARE HELD TO BE LEGALLY INVALID.

9. LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL LITTLECMS BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE SOFTWARE, EVEN IF LITTLECMS HAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

In no event will littlecms's liability to you, whether in contract, tort (including negligence), or otherwise, exceed the amount paid by you for Software under this Agreement. The foregoing limitations will apply even if the above stated warranty fails of its essential purpose.

10. Governing Law

Any actions related to this agreement will be governed by Spanish Law, no choice of law rules of any jurisdiction will apply.

11. Entire Agreement

This License agreement constitutes the entire agreement between Licensee and littlecms and supersedes any other prior agreement or understandings, whether oral or written, regarding the Software. If a provision of this agreement is deemed null and void, invalid or without effect, the remainder of the agreement shall remain in effect.