

# Imebra Commercial License Version 5

## License Summary

- The license does not expire
- Can be used for creating ONE major version of ONE application
- New Upgrades, Updates, and Fixes are freely available for one year
- The Software based on Imebra can be distributed in binary or object form only
- Commercial use allowed
- Can modify the source code but cannot distribute modifications

## Imebra - Terms and conditions

### 1) Preamble

This Agreement governs the relationship between Binarno s.p., a duly registered company in whose principal place of business is Rakuseva 14, Ljubljana (hereinafter: Licensor) and the Licensee. This Agreement sets the terms, rights, restrictions, and obligations on using Imebra created and owned by Licensor, as detailed herein.

### 2) License Grant

Licensor hereby grants Licensee a Non-assignable & non-transferable, Perpetual, Commercial, Royalty free, Non-exclusive license, all with accordance with the terms and other legal restrictions set forth.

- Licensee may develop one major version of one Application based on Imebra (hereinafter: the Application).
- Licensee may use any version of Imebra released before one year has passed from the date of purchase of the License
- This license is granted perpetually, as long as you do not materially breach it.
- Binary Restricted: the Application can be distributed solely in Object or Binary form under a non-sublicensable, limited license. Such redistribution shall be limited to one major version of one codebase.
- Non-Assignable & Non-Transferable: Licensee may not assign or transfer his rights and duties under this license.
- Commercial, Royalty Free: Licensee may use and distribute the Application without any royalties.

### 3) Term & Termination

The Term of this license shall be until terminated. Licensor may terminate this Agreement, including Licensee's license in the case where Licensee:

- became insolvent or otherwise entered into any liquidation process; or
- exported the Application to any jurisdiction where licensor may not enforce his rights under this agreement in; or
- Licensee was in breach of any of this license's terms and conditions and such breach was not cured, immediately upon notification; or
- Licensee in breach of any of the terms of clause 2 to this License; or

- Licensee otherwise entered into any arrangement which caused Licensor to be unable to enforce his rights under this License.

## 4) Payment

In consideration of the License granted under clause 2, Licensee shall pay Licensor a fee, via Credit-Card, PayPal or any other mean which Licensor may deem adequate. Failure to perform the payment shall constitute as material breach of this Agreement.

## 5) Upgrades, Updates, and Fixes

Licensor may provide Licensee, from time to time, with Upgrades, Updates or Fixes, as detailed herein and according to his sole discretion.

Licensor shall provide any Upgrade, Update or Fix free of charge for the period of one year from the date of purchase of the License; however, nothing in this Agreement shall require Licensor to provide Updates or Fixes.

- Upgrades: for the purpose of this license, an Upgrade shall be a material amendment in Imebra, which contains new features and or major performance improvements and shall be marked as a new version number. For example, should Licensee purchase Imebra under version 1.X.X, an upgrade shall commence under number 2.0.0.
- Updates: For the purpose of this license, an update shall be a minor amendment in Imebra, which may contain new features or minor improvements and shall be marked as a new sub-version number. For example, should Licensee purchase Imebra under version 1.1.X, an upgrade shall commence under number 1.2.0.
- Fix: for the purpose of this license, a fix shall be a minor amendment in Imebra, intended to remove bugs or alter minor features which impair Imebra's functionality. A fix shall be marked as a new sub-sub-version number. For example, should Licensee purchase Imebra under version 1.1.1, an upgrade shall commence under number 1.1.2.

## 6) Support

Licensee receives free Basic Email Support for one year after initial purchase.

The Basic Email Support is provided on request and includes:

- explanation of Imebra classes, methods, and properties
- pseudo code that illustrates the functionalities of the library
- bug determination: If it is determined that a bug exists in Imebra and that it can be reproduced, then an issue will be filed in the issue tracker. Once the issue is resolved the Licensee will receive an updated version of Imebra

The Basic Email Support does not include:

- resolving issues for which you can not provide an example that compiles and shows the problem to support
- assisting you in setting up your computer or how to use your programming environment.
- writing your code for you

## **7) Liability**

To the extent permitted under Law, Imebra is provided under an AS-IS basis. Licensor shall never, and without any limit, be liable for any damage, cost, expense or any other payment incurred by Licensee as a result of Imebra's actions, failure, bugs and/or any other interaction between Imebra and Licensee's end-equipment, computers, other software or any 3rd party, end-equipment, computer or services. Moreover, Licensor shall never be liable for any defect in source code written by Licensee when relying on Imebra or using Imebra's source code.

## **8) Warranty**

- Intellectual Property: Licensor hereby warrants that Imebra does not violate or infringe any 3rd party claims in regards to intellectual property, patents and/or trademarks and that to the best of its knowledge no legal action has been taken against it for any infringement or violation of any 3rd party intellectual property rights.
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## **9) Indemnification**

Licensee hereby warrants to hold Licensor harmless and indemnify Licensor for any lawsuit brought against it in regards to Licensee's use of Imebra in means that violate, breach or otherwise circumvent this license, Licensor's intellectual property rights or Licensor's title in Imebra. Licensor shall promptly notify Licensee in the case of such legal action and request Licensee's consent prior to any settlement in relation to such lawsuit or claim.

## **10) Governing Law, Jurisdiction**

Licensee hereby agrees not to initiate class-action lawsuits against Licensor in relation to this license and to compensate Licensor for any legal fees, cost or attorney fees should any claim brought by Licensee against Licensor be denied, in part or in full.