

Imebra Single Application Commercial License Version 6

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.

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

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- 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
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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.

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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

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