

Big Faceless Organization End User License Agreement
Big Faceless Report Generator License

IMPORTANT NOTICE TO END USER:

CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT. PLEASE NOTE THAT IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT PRESS THE "I ACCEPT" BUTTON AT THE END. ONLY PRESS THE "I ACCEPT" BUTTON IF YOU AGREE TO THE TERMS OF THIS AGREEMENT.

1 Definitions & interpretation

1.1 Definitions

In this Agreement, the following words and expressions will have the following meanings unless otherwise stated:

'Authorised User' means the named person for whom a license has been paid by You. Use by anyone other than the named user is unlawful and automatically terminates your rights under this Agreement.

'Development Environment' means the computers used to develop and maintain a Product linked to the Generator that are used exclusively by people involved in the development cycle of the Product. Specifically this includes Quality Assurance ("QA") or Test systems, and excludes "live" or production systems accessible to the end-users of the Product, and systems whose

'Generator', means the Big Faceless Report Generator which is a product of and is Copyright (c) Big Faceless Organization.

'Licensor' means Kensington Software Management Limited (Company Number 4526134) whose registered address is: 4-6 Canfield Place, London NW63BT, England

'Link to' means the Generator is linked in binary form to a product and is required by the build process of that product to build successfully.

'Product' means a computer program, including a program required to generate the output of a website.

'Website' means any Website owned and maintained by the Licensor relating to the Product.

'You' are the person or organisation licensing the Generator and the Product and are, accordingly, the Licensee in respect of it.

1.2 Interpretation

1.2.1 Any headings in this Agreement are for ease of use and are not intended to form part of this Agreement nor effect its interpretation.

1.2.2 Reference to something in the masculine form includes the feminine and neuter forms and vice versa and reference to the singular includes the plural and vice versa.

1.2.3 Reference to clauses and schedules in this Agreement are to clauses and schedules to this Agreement unless the context otherwise requires.

1.2.4 For all purposes in this Agreement, "writing" includes electronic transmissions.

2 License Grant

2.1 The Generator product is licensed under exactly one of the following license types. You agree to abide by the restrictions listed below.

(a) Demo stamped trial version

Under this License the generator may be downloaded for free and used by You for a limited period for development and initial testing. The intention is to allow You time to assess whether the generator is suitable for their purposes. Under this License, the generator MAY NOT be used outside of a development environment.

(b) CPU License

Under this License You are granted the non-transferable, non-exclusive and perpetual right to link the Generator to part of an applet or product running on (or in the case of applets, downloaded from) a fixed number of production servers - defined as a computer run by You excluding the Development Environment. The price of this License depends on the total number of CPUs used by programs linked to the generator, not the number of physical machines used. This License may be transferred between servers, provided that the number of server CPUs concurrently running products linked to the generator never exceeds the number of server CPUs specified in this License Agreement.

(c) OEM License

(i) Under this License You are granted the global, irrevocable, non-transferable, non-exclusive and perpetual right to link the Generator to products requiring the Generator as an integral part, and that are developed, marketed and distributed by You and distributed to third parties. The price of this License is based on the total number of products distributed that are linked to the Generator, including any non-free updates to the Product. The products distributed by You and linked to the Generator must add considerable functionality to the Generator. Programs, which in essence mimic the functionality of the Generator, or a subset thereof, are expressly prohibited under this License.

(ii) This License includes the right for You to sub-license to third parties the right to use this generator only as part of the product developed by You - any other use will require a separate license agreement with the Licensor. This License specifically excludes use which falls under the category of a "CPU License" as defined above.

(iii) You undertake and warrant that you will not reveal, divulge or disclose to any third party whatsoever the key code of this OEM License and further undertake to embed the OEM key

code in a secure manner. The key must be hard coded into the source and not be stored external to the code. In addition, it should not be accessible by anyone not covered within the license agreement.

(d) Annual Subscription License

Under this License You are granted the non-transferable and non-exclusive right to link the Generator to a website or intranet. The price of this License depends on the total number of CPUs used by programs linked to the Generator, not the number of physical machines used. Fees for this License are renewed annually as a subscription. This License may be transferred between servers, provided that the number of server CPUs concurrently running products linked to the Generator never exceeds the number of server CPUs specified in this License Agreement.

2.2 Development License

In addition to the License grants defined in 2.1, an annual charge may apply for running the Generator in a Development Environment. This charge will apply only while the Product is "live" - it specifically excludes the period when the product is under development and has not yet been released.

3 Copyright

3.1 You acknowledge that no title to the intellectual property in any part of the Product is transferred to You. You further acknowledge that title and full ownership rights to the Product will remain the exclusive property of The Licensor and its suppliers and You will not acquire any rights to the Product except as expressly set out in this Agreement. You agree that any copies of any part of the Product will contain the same proprietary notices which appear on and in the Product (as appropriate).

3.2 The Licensor warrants that all intellectual property rights in the Product either reside with itself or its suppliers and that the Licensor is entitled to enter into this Agreement and that use of the Product by an Authorised User is not in breach of any third party's intellectual property rights. The Licensor agrees to indemnify You against all costs, claims and liabilities arising from breach of this warranty provided that you immediately notify the Licensor about any alleged breach and render all reasonable assistance to the Licensor (at the cost of the Licensor) in defending any such claim.

3.3 You agree that this License does not include ownership of the source-code for the Generator, which may be covered by a separate license.

4 Third party copyright notices

4.1 Some icons used by the PDFViewer section of this product were created by Mark James (<http://www.famfamfam.com>), and are used here with his kind permission.

4.2 The PDF Library includes JBIG2 image decoding routines originally written by IDR solutions and modified by the Licensor. A condition of distribution for these routines is that the following copyright notice be included:

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- * Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
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5 Restrictions

5.1 You may not resell, transfer, rent or lease the Product. You are not allowed to transfer the rights obtained under this License to any third party, except as defined under the Runtime License defined above.

5.2 The Generator is distributed in digital form only from the Website. We will not distribute the product in any other form.

6 Support

6.1 In the event of bugs being found in the Generator over and above those known bugs and limitations listed in the accompanying documentation and not including enhancements to the documented functionality of the Generator, the Licensor agrees to provide updates free of charge which can be downloaded from the Website and used with the same license key as the

original version licensed by You. Although the licensor will endeavour to keep the generator bug-free, they specifically exclude any warranty to that effect, and also specifically deny any time span either express or implied for the correction of any bugs found.

6.2 Technical support over and above the level described in the clause above is available by email only from the licensor at an additional cost.

7 Reverse Engineering

You will not attempt to reverse compile, modify, translate, or disassemble the Product or any part of the Product (including anything that may from time to time be available in the Members' Area) in whole or in part (except as provided for by section 50B of the Copyright, Design and Patents Act 1998 (as amended)).

8 Limited Warranties and Exclusions of Liability

8.1 No warranty of any kind, including the implied warranty of merchantability and fitness for purpose, is available if this product is licensed under the "Trial Download" License defined above. For other license types ONLY, the following apply:

8.2 The Licensor warrants that the Product will function substantially in accordance with any online information on the Website at the time of purchase and with any demonstration contained within the Website and as described in its accompanying documentation.

8.3 The Licensor further warrants that the Generator is free from backdoors and any form of disablement, which would damage or render any system using the Generator inoperable. The Licensor further warrants that even in the event of the breach of this License by You, the Licensor will not impair the operation of the Generator except pursuant to an order of court.

8.4 EXCEPT FOR THE LIMITED WARRANTIES SET OUT ABOVE, THE LICENSOR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES TO THE EXTENT PERMITTED BY LAW AND SPECIFICALLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF SUCH DISCLAIMER IS NOT PERMITTED BY LAW, THE DURATION OF ANY SUCH IMPLIED WARRANTIES IS LIMITED TO [90] DAYS FROM THE DATE OF DELIVERY.

8.5 Any information and advice on the Website is by its nature general and should not be relied on by You without obtaining independent advice and verification. The Licensor cannot therefore accept responsibility for any losses arising as a result of reliance placed on such information and advice.

9 Severability

In the event of invalidity of any provision of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement.

10 No Liability for Consequential Damages

EXCEPT FOR THE LICENSOR'S INDEMNIFICATION AND EACH PARTY'S CONFIDENTIALITY OBLIGATIONS HEREUNDER, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE USE OF THE PRODUCT, EVEN IF THE LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE LICENSOR'S LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EXCEED THE LICENSE FEE PAID BY YOU.

11 Confidentiality Obligations

11.1 If either party (the "Recipient") obtains access to Confidential information of the

other through disclosure by the other (the "Disclosing Party") or by any other means, the Recipient agrees that it will not use the Confidential Information (except as authorised in the Agreement) or disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party. For the purpose of this Agreement, "Confidential Information" shall mean all information about or belonging to the Disclosing Party that is not a matter of public knowledge and all trade secrets and intellectual property owned or licensed by the Disclosing Party. The restrictions of this paragraph shall not apply to any information that: (i) is already rightfully known by the Recipient free of any confidentiality obligation; (ii) is or becomes publicly known except through any wrongful act of the Recipient; (iii) is independently developed by the Recipient without breach of this Agreement; or (iv) is subject to disclosure pursuant to a subpoena, judicial or governmental requirement or order, provided that the Recipient has given the Disclosing Party sufficient prior notice of such subpoena, requirement, or order, to permit the Disclosing Party a reasonable opportunity to object to the subpoena, requirement, or order and to allow the Disclosing Party the opportunity to seek a protective order or other appropriate remedy. The obligations described in this paragraph shall survive termination of the Agreement.

11.2 Either party shall have the right to publish, cause to have published, or use the name of the other party and any information about its relationship with the other party, including but not limited to the inclusion of the other party's name in reference lists or for advertising or other promotional purposes, unless this is expressly prohibited in writing by

12 Termination

12.1 The Licensor may forthwith terminate this Agreement (without prejudice to any prior accrued rights) in the event of the following:

12.1.1 You failing to remedy any breach of this Agreement (insofar as such breach is reasonably capable of remedy) within 30 days of written notice of such breach;

12.1.2 You being subject to a bankruptcy or compulsory winding up notice or a receiving order or having an administrator appointed in respect of your affairs (save as part of a restructuring or amalgamation otherwise than by reason of your insolvency).

12.2 You will forthwith on termination remove all copies of any part of the Product from your computer system(s) and remove all license keys.

13 General

13.1 If any party does not fully enforce its rights under this Agreement at any time, it will not prevent it from doing so later in respect of a particular breach or any future breach.

13.2 Any notice served pursuant to this Agreement must be in writing, addressed to a party at the last known address for that party and sent by:

(a) first class mail, in which case the notice will (if properly addressed) be deemed received (if posted on a working day) on the next working day or (if not posted on a working day) within two working days; or
(b) by email or fax, in which case the notice will (if properly addressed) be deemed received immediately if received before 5:30 p.m. on a working day but if later, then on the next working day provided the notice is also posted by first class mail and properly addressed.

13.3 Neither party will be responsible for any breach of this Agreement insofar as that breach is a result of something beyond that party's reasonable control but if that situation arises, the relevant party will do everything it reasonably can to overcome that problem as

soon as reasonably possible.

13.4 This Agreement is not intended to benefit anyone other than the parties to it.

14 Entire Agreement

14.1 This is the entire agreement between You and The Licensor which supersedes any prior agreement, whether written or oral, relating to the subject matter of this Agreement.

14.2 We reserve the right to amend our terms and conditions at any time. The amended terms will be effective from the date they are posted on our website.

15 Applicable Law

This Agreement is subject to the laws of England and Wales the parties agree to submit all disputes for settlement to the Courts of England and Wales.

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