

License Agreement for FreeTextBox v3.0 Pro

This software package is copyright 2004-2005, John Dyer. All rights reserved. This document is effective as of December 1, 2004.

This is a legal agreement between the recipient of the software license, herein referred to as the "RECIPIENT", and John Dyer, herein referred to as the "AUTHOR".

"RECIPIENT" means the company, entity or individual whose product registration for FreeTextBox v3.0 Pro is on record with the AUTHOR. Some companies have multiple locations.

FreeTextBox v3.0 Pro is herein referred to as "SOFTWARE". Use of SOFTWARE indicates your acceptance of the following terms and conditions and disclaimers. "Use" means storing, loading, installing, or executing the SOFTWARE.

Licensing Agreement for SOFTWARE

By using any part or whole of the SOFTWARE, the RECIPIENT indicates agreement and acceptance to the following terms and conditions and disclaimers as an express agreement between the RECIPIENT and the AUTHOR. If the RECIPIENT does not understand these terms, conditions, and disclaimers, or does not agree to and accept them, then the RECIPIENT may not use or view any part or whole of the SOFTWARE.

1. **LICENSE GRANT.** The AUTHOR hereby grants the RECIPIENT a limited, non-exclusive, nontransferable license to Use the SOFTWARE subject to the RECIPIENT's compliance with sections 4 and 5 below.
2. **OWNERSHIP.** The SOFTWARE is owned and copyrighted by John Dyer. The RECIPIENT's license confers no title or ownership in the SOFTWARE and should not be construed as a sale of any right in the SOFTWARE.
3. **COPYRIGHT.** The SOFTWARE is protected by international treaty provisions. RECIPIENT acknowledges that no title to the intellectual property in the SOFTWARE is transferred to the RECIPIENT. RECIPIENT further acknowledge that title and full ownership rights to the SOFTWARE will remain the exclusive property of AUTHOR and RECIPIENT will not acquire any rights to the SOFTWARE except as expressly set forth in this license. RECIPIENT agrees that any copies of the SOFTWARE will contain the same proprietary notices which appear on and in the SOFTWARE.
4. **USE OF PRO LICENSE.** The RECIPIENT may use the Pro license in any websites hosted by the RECIPIENT on any RECIPIENT owned web servers subject to section 5 below.
5. **DISTRIBUTION.** The RECIPIENT may NOT distribute the Pro license with any software for use on servers not owned by the COMPANY. This includes any commercial, free, open source, freeware, shareware or other distributed software. The pro license is only for use by the RECIPIENT.

6. DISCLAIMER OF WARRANTY

NO OTHER WARRANTIES. THIS SOFTWARE IS LICENSED TO THE RECIPIENT "AS IS", AND WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE RECIPIENT ASSUMES ALL RISKS WHEN USING IT. AUTHOR DOES NOT WARRANT THAT THE SOFTWARE IS ERROR FREE. THE AUTHOR DOES NOT WARRANT THAT THIS SOFTWARE DOES NOT INFRINGE ANY RIGHTS OF THIRD PARTIES.

7. LIMITATION OF LIABILITY

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL AUTHOR OR ITS SUPPLIERS BE LIABLE TO RECIPIENT FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE DELIVERY, PERFORMANCE OR USE OF THE SOFTWARE, EVEN IF THE AUTHOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE AUTHOR'S LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EXCEED THE LICENSE FEE PAID BY RECIPIENT, IF ANY.

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

9. TERMINATION. This License will terminate automatically, sixty (60) days after receipt of written notice from the AUTHOR, if the RECIPIENT fails to comply with the terms and conditions of this License Agreement and fails to cure during the 60 day notice period. Upon termination, the RECIPIENT shall immediately discontinue use of the SOFTWARE and destroy all copies of the SOFTWARE. All payments made by RECIPIENT are non-refundable. Notwithstanding termination, the following provisions shall survive: Disclaimer of Warranty and Limitation of Liability. All other rights granted under this License will cease upon termination.

10. ENTIRE AGREEMENT This Agreement constitutes the complete and exclusive agreement between AUTHOR and RECIPIENT with respect to the subject matter hereof and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein. This Agreement may not be modified except in a writing duly signed by an authorized representative of the AUTHOR and RECIPIENT.