

JWTM - Java Web Tree Menu 1.0

END USER SOFTWARE LICENSE AGREEMENT – 30 DAYS EVALUATION

This Tecnick.com S.r.l. ("Tecnick.com") End User Software License Agreement (the "Agreement") is a legal agreement between the individual or entity licensing the Software ("Licensee") and Tecnick.com for this Tecnick.com software product ("Software").

By installing, copying, or otherwise using the Software, Licensee agrees to be bound by the terms of this Agreement. If Licensee does not agree to all of the terms of this Agreement, the Licensee must not install, copy or use this software.

1. DEFINITIONS

1. In this Agreement "Licensor" shall mean Tecnick.com S.r.l. located in Via Ugo Foscolo n.19 - CAP 09045 Quartu Sant'Elena (CA) – ITALY - P.IVA 02574420929, unless the Licensee acquired the Software as a bundled component of a third party product or service, then such third party shall be Licensor.
2. The term "Licensee" indicate the individual or entity licensing the Software.
3. The term "Software" indicates the computer software product indicated on this document title and includes associated media, printed materials and "online" or electronic documentation ("Documentation"). The term "Software" shall also include any upgrades, modified versions, updates, additions, and copies of the Software licensed to Licensee by Licensor.

2. COPYRIGHT

1. The Software (including structure, organization and code) is owned by Tecnick.com S.r.l..
2. The Software is protected by Italian Copyright, EC Copyright Law and International Treaty provisions.
3. Licensee may not copy the Software or the Documentation, except as set forth in the "LICENSE GRANT" section. Any copies that Licensee are permitted to make pursuant to this Agreement must contain the same copyright and other proprietary notices that appear on or in the Software.
4. Trademarks shall be used in accordance with accepted trademark practice, including identification of trademark owner's name.
5. Company and product names are trademarks or registered trademarks of their respective companies.
6. Except as stated above, this Agreement does not grant Licensee any intellectual property rights in the Software.
7. The use of any included third party software product shall be governed by the third party's license agreement and not by this Agreement.

3. LICENSE GRANT

Licensee may:

1. use the software for only 30 (thirty) days from first installation date, after which period Licensee must remove the Software from the computer where has been installed and stop using it.
2. install the Software in one or more physical machine (computer, workstation or server) storage devices up to the number of installations indicated in the upper left hand corner ("permitted number of installations") of this Agreement. Each installation can be used only for 1 (one) virtual server or server with a unique IP address, regardless of the number of users accessing the server or virtual server.
3. make one backup copy of the Software, provided that this backup copy is not installed or used on any computer. The backup copy must include any copyright and other proprietary notices contained in the original.
4. transfer all his rights to use the Software to another person or legal entity provided:
 - a. that Licensee transfer this Agreement, the Software, including all copies, updates and all documentation to such person or entity;
 - b. that Licensee retain no copies, including copies stored on a computer;
 - c. that the receiving party accepts the terms and conditions of this Agreement.

4. RESTRICTIONS

Except as otherwise expressly permitted in this Agreement, or in another Developer Software License Agreement, Licensee may not:

1. use the Software for more than 30 (thirty) days from first installation date.
2. use the Software for any business purpose that could generate revenue for Licensee.
3. installing Software more than permitted number of installations indicated in the upper left hand corner ("permitted number of installations") of this Agreement.
4. using Software for a quantity of virtual servers (or servers with unique IP) higher than permitted number of installations.
5. copy (except for backup copy) the Software or part of it.
6. decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code, underlying ideas, underlying user interface techniques or algorithms of the Software by any means whatsoever, directly or indirectly, or disclose any of the foregoing (except to the extent applicable laws specifically prohibit such restriction).
7. redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer rights to the Software.
8. remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Software.
9. publish any results of benchmark tests run on the Software to a third party without Licensor's prior written consent.

5. DISCLAIMER OF WARRANTY

1. The software is provided on an "as is" basis without warranty of any kind except herein indicated, including without limitation the warranties of merchantability and fitness for a particular purpose and any warranty of non-infringement.

2. Licensor do not warrant that the Software fitness to Licensee purposes or any other particular purpose.
3. Licensor do not warrant that the Software is error-free or will operate without interruption.
4. Licensor do not warrant the performance or results that may be obtained by using the Software.
5. If the software is not available in trial version, then Licensor warrants to Licensee that the Software will perform substantially in accordance with the Documentation for the thirty (30) day period following the receipt of the Software. The entire and exclusive liability and remedy shall be limited to either, at Licensor's option, the replacement of the Software or the refund of the license fee paid for the Software.
6. Some states or jurisdictions do not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply. To the extent permissible, any implied warranties are limited to thirty (30) days. Licensee may have other rights which vary from state to state or jurisdiction to jurisdiction.

6. LIMITATION OF LIABILITY

1. The Licensee is the only responsible for Software choice and for its fitness to his purposes.
2. Licensor is not responsible for any liability arising out of any third party software or service.
3. Licensor is not responsible for any liability arising out of any content provided by Licensee or a third party that is accessed directly or indirectly through the Software.
4. Licensor is not responsible for any liability arising out from any cause beyond its reasonable control.
5. To the maximum extent permitted by applicable law, in no event will licensor or its suppliers or resellers be liable for any indirect, special, incidental or consequential damages arising out of the use of or inability to use the Software, including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses, even if advised of the possibility thereof, and regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion and limitation may not be applicable.
6. The only payable damages are those that will be verified and that are direct consequence of the software fault.
7. In any case, Licensor's entire liability under any provision of this agreement shall not exceed in the aggregate the sum of the fees Licensee paid for this license (if any).

7. HIGH RISK ACTIVITIES

The Software is not fault-tolerant and is not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Software could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). Accordingly, Licensor specifically disclaim any express or implied warranty of fitness for High Risk Activities. Licensee agrees that Licensor and its suppliers will not be liable for any claims or damages arising from the use of the Software in such applications.

8. JURISDICTION

In respect of any dispute which may arise hereunder, Licensee consent to the Italian jurisdiction of the court sitting in Cagliari.

9. TERMINATION

This Agreement shall automatically terminate upon failure by Licensee to comply with its terms. On termination, Licensee must destroy all copies of the Software and Documentation.

10. MISCELLANEOUS

1. This agreement represents the entire agreement concerning this license between the parties and supersedes all prior agreements and representations.
2. This Agreement may be amended only by a writing signed by both parties.
3. The controlling language of this Agreement is Italian. If Licensee has received a translation into another language, it has been provided for Licensee's convenience only.
4. This Agreement will be governed by the laws in force in Italy excluding the application of its conflicts of law rules.
5. If more than one license agreement was provided for the Software, and the terms vary, the order of precedence of those license agreements is as follows: a signed agreement, a printed or electronic agreement that states clearly that it supersedes other agreements, a printed agreement provided with the Software, an electronic agreement provided with the Software.
6. If any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect.