

# OLEJA™ Demo – Evaluation for OLEJA™ Product

## LICENSE AGREEMENT

JAVAIN Ltd., ("JAVAIN") is willing to license the OLEJA™ Demo products ("OLEJA™ Demo"), related documentation, and any other material or information relating to such software provided by JAVAIN (the "Software" or "Product"), to YOU (personally and/or on behalf of your employer) (the "Licensee") ONLY IF YOU AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT (the "Agreement").

BEFORE YOU CHOOSE THE "I ACCEPT" BUTTON AT THE BOTTOM OF THIS WINDOW, CAREFULLY READ THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY CHOOSING THE "I ACCEPT" BUTTON YOU ARE: (1) REPRESENTING THAT YOU HAVE THE LEGAL CAPACITY AND AUTHORITY TO BIND YOURSELF AND/OR YOUR EMPLOYER, TO THE TERMS AND CONDITIONS OF THIS AGREEMENT; AND (2) CONSENTING ON BEHALF OF YOURSELF AND/OR AS AN AUTHORIZED REPRESENTATIVE OF YOUR EMPLOYER, TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR DO NOT REPRESENT THE FOREGOING, CHOOSE THE "I DO NOT ACCEPT" BUTTON, IN WHICH CASE YOU WILL AND MAY NOT RECEIVE, INSTALL OR USE THE SOFTWARE.

Should you have any questions regarding this Agreement, contact JAVAIN at: JAVAIN Ltd., Attention: Licensing, e-mail: [software@JAVAIN.com](mailto:software@JAVAIN.com)

GRANT OF LICENSE: JAVAIN hereby grants to Licensee a non-exclusive, non-transferable license to use the accompanying Software for the sole purposes of evaluation on the following terms:

Licensee may: a) Use the Software on any of Licensee computer for evaluation only; and c) Copy the Software for backup purposes, provided any copy must contain all of the original Software's proprietary notices.

and, Licensee may not: a) Permit other individuals or entities to use the Software either for free; b) Modify, translate, reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction), or create derivative works based on the Software; c) Copy the Software (except for back-up purposes); d) Rent, lease, or otherwise transfer rights to the Software; e) Remove any proprietary notices or labels on the Software; f) Distribute executable files or library files that Licensee create which are linked to library files contained in the Software, or otherwise incorporate source code or library files contained in the Software; g) Distribute any source code, including header files, or library files contained in the Software either for free, or h) In any manner use the Software for commercial purposes.

The Software is in "use" on a computer when it is loaded into temporary memory (i.e., RAM) or installed into permanent memory (e.g. hard disk, CD-ROM) of that computer.

**TITLE:** Title, ownership rights, and intellectual property rights in and to the Software, and any copies of the Software shall remain with JAVAIN. The Software is protected by the copyright laws of the United States of America and international copyright treaties. Title, ownership rights, and intellectual property rights in and to the content accessed through the Software is the property of the applicable content owner and may be protected by applicable copyright or other law. This License gives Licensee no rights to such content.

**SERVICE AND SUPPORT:** The service and support that JAVAIN offers for the Software under this Agreement are limited to the service or support, if any, that is freely available on JAVAIN's Web site.

**TERMINATION:** This license terminates automatically when the built-in evaluation period of the Software expires or 45 days after the date Licensee obtained the Software, whichever is earlier.

This license will also terminate automatically if Licensee fail to comply with the limitations described above. On termination, Licensee must erase and destroy all copies of the Software.

**NO WARRANTY:** The Software is supplied on an **“AS IS” BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND**, and Licensee will bear all risks as to quality and performance of the program. Without limiting the generality of the foregoing,

- a) Licensee assume the entire cost of any service or repair and of any damage resulting from the information contained in or compiled by the Software, and
- b) Licensee assumes all responsibilities for selection of the Software to achieve your intended results, and for the installation of, use of, and results obtained from the Software.

JAVAIN MAKES NO OTHER EXPRESS WARRANTY AND NO WARRANTY OF ANY INFRINGEMENT OF THIRD PARTIES' RIGHTS. THE DURATION OF IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, IS LIMITED TO THE ABOVE LIMITED WARRANTY PERIOD; SOME COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO LIMITATIONS MAY NOT APPLY TO LICENSEE. NO JAVAIN DEALER, AGENT, OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THIS WARRANTY.

THIS WARRANTY GIVES LICENSEE SPECIFIC LEGAL RIGHTS, AND LICENSEE MAY HAVE OTHER LEGAL RIGHTS THAT VARY FROM COUNTRY TO COUNTRY OR BY JURISDICTION. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL JAVAIN OR ITS SUPPLIERS OR RESELLERS BE LIABLE TO LICENSEE OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, OR FOR ANY DAMAGES IN EXCESS OF JAVAIN'S LIST PRICE FOR A LICENSE TO THE SOFTWARE, IF ANY, EVEN

IF JAVAIN SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. FURTHERMORE, SOME COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO LICENSEE.

This Agreement is the entire Agreement between Licensee (either an individual or a single entity) and JAVAIN and supersedes any other communications, advertisements, or understandings with respect to the Software.

JAVAIN Ltd.  
[software@javain.com](mailto:software@javain.com)

OCT 11, 2005