

JSX License 1.9.3 (valid from 15 October 2009)

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This is the commercial license for JSX. It is stated in terms of "you" (the licensee), and "me" (the copyright holding licensor of JSX). The licenses for JSX are:

"One Developer" covers just one version of JSX (one developer) - see (5).

In combination with the above, these choices are available:

"One Deployment" permits one deployment of JSX, within a product – see (1)a

"Distribution" permits distribution of JSX, within products – see (1)b

PREAMBLE:

JSX is available for 30 day evaluation trial. Other use requires a license under the following terms.

Please note clause (2) of this license, which prevents you from competing with JSX (eg selling JSX itself, or a competing product). It also restricts you to distribute or use JSX only within a product (that is, you cannot sell JSX itself).

This license does not allow you to give other people the right to distribute or use JSX. It only gives *you* the right to distribute or use JSX directly (although of course anyone you distribute JSX to will be able to use it indirectly through your product).

However, an alternative is for you to specifically nominate a "manufacturer", to whom you may then grant the right to distribute. In this case, you do not have the right to distribute or use yourself; you only have the power to grant that right to the named manufacturer. Until you exercise this power, no one has the right to distribute or use (not even yourself), and the only party in whose favour you may exercise this right is that specifically named manufacturer - it cannot be granted to someone else, or later changed to someone else. You would typically exercise this right by signing a license agreement with the named manufacturer.

This alternative does not allow that named manufacturer to give other people the right to distribute or use, but only gives that *named manufacturer* the right to distribute or use (note that such a license would therefore not give you the right to distribute or use - only the named manufacturer).

Note: the above does not prevent resale/retail distribution of the product.

TERMS

RIGHTS GRANTED UNDER "Distribution" and "One Deployment" licenses

(1)

(a). The "One Deployment" license grants you (or gives you the power to grant to a named manufacturer) a non-exclusive, non-transferable, perpetual license, to use but not distribute JSX within a product, in return for a one time fee. Each developer who uses or accesses JSX for development purposes requires a license.

(b). The "Distribution" license grants you (or gives you the power to grant to a named manufacturer) a non-exclusive, non-transferable, perpetual license, to use and distribute JSX within a product, in return for a one time fee. Each developer who uses or accesses JSX for development purposes requires a license.

Subclauses (i),(ii) and (iii) have been redacted.

(iv). In the case of the named manufacturer, the name of that third party must be included in this license as identifying information, and your contract with them must not purport to give them greater rights of distribution of JSX than this license grants. You agree to assume the responsibility of all protective terms in this license, such as disclaiming and limiting liability. In such a case where I am made liable because the protective terms in the contract between yourself and the manufacturer were not effective, you agree to indemnify me for such liability.

Explanatory Note: the "named manufacturer" is for the case where you wish to embed JSX as part of a product that you provide for your customer, who in turn sells it to their customers, as if it were their own. In this case, you are not actually distributing JSX, but developing a product on behalf of the manufacturer. The effect is to split the roles of "developer" and "manufacturer" between yourself and the named manufacturer. Because of this, the only terms in this agreement that affect the manufacturer are the ones relating to "Distribution" - this includes term (1), term (2) and the disclaimer and limitation terms (7), (8) and (9).

YOU MAY NOT COMPETE WITH JSX:

(2). This named product must not compete with JSX - JSX must be used only as a minor component, embedded, in a supporting role, incidental to the primary function of your product. The JSX API (or functional equivalent) must not be exposed to the user of your product. You may not compete with JSX.

PUBLICITY:

(3). You may use the "JSX" and "JSX-enabled" marks in relation to your product in any publicity material.

(3a). I may state that you are a licensee of JSX in any publicity material.

MINOR-VERSION UPDATES ONLY - for "One Developer" license

(5). For a "One Developer" license, you have the above rights, restricted to only a specific major version of JSX (represented by the first two version

numbers), and all minor version number upgrades of that major version (indicated by the remaining version numbers).

(i). The "One Developer" license covers one developer only. Each person using or accessing JSX for development purposes requires a license.

Explanatory Note: The major version releases are indicated by the first two numbers (separated by a dot, such as 0.7) - all following numbers represent minor versions. Minor versions typically cover bug-fixes and minor enhancements. For example, purchasing version 0.7 would entitle you to versions 0.7.1, 0.7.2 and so on (also including further minor version numbers, such as 0.7.2.1)

LIMITATION OF LIABILITY

(7). JSX is provided on an "as is" basis, and no liability is accepted whatsoever for any damage caused by the use of JSX. JSX certainly contains some bugs, as all software does.

(8). I SPECIFICALLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE OR COURSE OF DEALING.

(9). IN NO EVENT WILL I BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MY TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND THE LICENSED SOFTWARE, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE PAYMENTS MADE BY YOU UNDER THIS AGREEMENT FOR THE SPECIFIC SOFTWARE WHICH CAUSED THE DAMAGES. YOU ACKNOWLEDGE THAT THE FEES DUE HEREUNDER REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT I WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON MY OWN LIABILITY, AND THE PRICE WOULD HAVE BEEN MUCH HIGHER TO COVER INSURANCE COSTS.

Explanatory Note: Because JSX is a java component, licensed for the purposes of embedding within your own product, and so is being sold into an industrial market, it is not being sold in a "consumer". Therefore this license is not expected to fall under any "consumer protection" legislation relevant to your jurisdiction, and so not implying warranties such as "fitness for purpose" and "merchantability" etc. However, in the event of any such warranties, conditions or other terms being implied, they are limited by the above terms: (7), (8) and (9).

Note: Any liability found is limited to the purchase price: (9).

LAWS GOVERNING

(10). This License will be construed under the laws of the State of Victoria, Australia.

LITIGATION

(11). The Supreme Court of Victoria, Australia, has jurisdiction over this license, and all matters arising under it.

WARRANTY

(12). I warrant that I have all needed rights and authority to grant the license to you.

COPYRIGHT and PATENT INFRINGEMENT INDEMNITY

(13). I agree to defend and indemnify you against a claim that JSX infringes a patent or copyright provided that:

- (a). you notify me within fifteen (15) days of the claim;
- (b). I have sole control of the defence and all related settlement negotiations, and
- (c). you provide me with the assistance, information and authority necessary to perform my obligations under this section.
- (d). you permit me to modify, alter or substitute the infringing part of JSX at my own expense in order to avoid continuing infringement, or authorises me to procure for you the authority to continue the use and possession of JSX. I shall have no liability for any claim of infringement based in whole or in part upon
 - (i). the modification of JSX by any party unless it has been authorised by me, or
 - (ii). use of JSX, or any portion thereof, outside the scope of the license granted.

This section states my entire liability and your exclusive remedy for infringement.

INCORPORATION

(14). If I incorporate a company to take over the licensing of JSX, you agree to transfer this license agreement from me personally, to that company.

Contact Details:

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