License Agreement

May, 2012

ABTOVNC REMOTE SCREEN SDK

ABTO Software

2012

This License Agreement defines the terms and conditions under which you (the Licensee) are permitted by the Licensor to use the "ABTOVNC REMOTE SCREEN Software Development Kit" (ABTOVNC REMOTE SCREEN SDK).

1. Definitions

Software Product: ABTOVNC REMOTE SCREEN SDK
Website: http://www.remote-screen.com
Support E-mail: support@remote-screen.com
The trial limited version of ABTOVNC REMOTE SCREEN SDK is available.
"Software Development Kit" shall mean and include the software programs and files needed to integrate the ABTOVNC REMOTE SCREEN SDK with Application Programs, including documentation, examples, files, declarations, source code, and libraries.
"Redistributable Software" shall mean and include the following software programs and files included in the Software Development Kit:
The ABTOVNC REMOTE SCREEN SDK in the form of binary object files, executable files, a software library, or a dynamic link-library; Any files located in the directory of the Software Development Kit;
Sample source code included with the Software Development Kit, provided the source code is compiled into a software program and is not redistributed in human-readable form.
"Application Programs" shall mean and include one or more software programs created by the Licensee which use the ABTOVNC REMOTE SCREEN SDK.

2. License grant

2.1 Licensor hereby grants to Licensee, and Licensee hereby accepts, subject to the terms and conditions set forth in this Agreement, a worldwide non-exclusive license to use Software Development Kit as set forth in this Agreement. The term "license" as used in this Agreement shall mean and include:
2.1.1 The right to use Software Development Kit on a single computer system or workstation at one time;
2.1.2 The right to make a reasonable number of backup copies of Software Development Kit;
2.1.3 The right to modify any source code provided with Software Development Kit.

3. Transfer

3.1 The Software Development Kit is licensed to a single organization or individual. The Software Development Kit may be transferred together with this Agreement provided the transferee agrees to the terms and conditions of this Agreement. The name and address of the transferee must be reported to Licensor. When the Software Development Kit and License Agreement are transferred, all copies, upgrades, prior versions, and documentation must be either transferred or destroyed. Transferring the Software Development Kit terminates this License Agreement with the original Licensee.

4. Restrictions

4.1 In accepting the license granted by Licensor, Licensee agrees that it shall not:
4.1.1 Include the Redistributable Software with a product which is itself a software development kit, software component, or software library;
4.1.2 Permit its end-users to redistribute the Redistributable Software;
4.1.3 Loan or rent Software Development Kit to a third party;
4.1.4 Attempt to disassemble or reverse-engineer software included in the Software Development Kit;
4.1.5 Disclose the License Key provided with the Software Development Kit to a third party without permission from the Licensor.

5. Term of Agreement

5.1 The term of this Agreement shall commence at the time Licensee receives Software Development Kit and shall continue in effect indefinitely unless terminated as provided below.

6. Termination of Agreement

6.1 The Licensee may terminate this Agreement at any time by destroying all copies of Software Development Kit. In the event of a material default by the Licensee or the Licensee's agent or representative, of any provision of this Agreement, the Licensor may terminate this Agreement upon 30 (thirty) days written notice, except that the Licensee shall have 30 (thirty) days of receipt of notice of termination. Upon termination of the Agreement, the Licensee shall either destroy all licensed copies of Software Development Kit, and all backups, or return them to Licensor. This obligation shall survive the termination of this Agreement.

7. Copyright and proprietary information

7.1 Licensee acknowledges that Software Development Kit and all supporting documentation constitute valuable property of Licensor and that all title and ownership rights in Software Development Kit and related materials remain exclusively with Licensor.

7.2 Licensor reserves all rights with respect to Software Development Kit under all applicable laws for the protection of proprietary information, including, but not limited to, trade secrets, copyrights, trademarks, and patents.

7.3 Except as otherwise provided in this Agreement, Licensee shall not cause or permit unauthorized copying, reproduction, or disclosure of any portion of the Software Development Kit or supporting documentation, or the delivery or distribution of any part thereof to any third person or entity, for any purpose whatsoever, without the prior written permission of Licensor. This restriction shall continue to bind Licensee and its agents and representatives beyond the termination of this Agreement.

7.4 Licensee shall include the following copyright notice with each Application Program incorporating the Redistributable Software: " ABTOVNC REMOTE SCREEN SDK Copyright © 2012 " This copyright notice may be placed with other copyright notices, including the Licensee's own copyright notice, or in any reasonably visible location in the application's packaging, software, or documentation.

8. Indemnification

8.1 The responsibility for the legal usage of the software lies exclusively on the Licensee. Licensee shall indemnify and defend against any and all claims, including claims by third parties or employees of Licensee, which arise directly or indirectly out of Licensee's use or operation of the Software Development Kit or Redistributable Software.

DISCLAIMER OF WARRANTY

THIS SOFTWARE DEVELOPMENT KIT IS SOLD "AS IS" AND WITHOUT WARRANTIES AS TO PERFORMANCE OR MERCHANTABILITY. THIS SOFTWARE DEVELOPMENT KIT IS SOLD WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES WHATSOEVER. BECAUSE OF THE DIVERSITY OF CONDITIONS AND HARDWARE UNDER WHICH THIS SOFTWARE DEVELOPMENT KIT MAY BE USED, NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE IS OFFERED. THE USER IS ADVISED TO TEST THE SOFTWARE DEVELOPMENT KIT THOROUGHLY BEFORE RELYING ON IT. THE USER MUST ASSUME THE ENTIRE RISK OF USING THE SOFTWARE DEVELOPMENT KIT. ANY LIABILITY OF SELLER OR MANUFACTURER WILL BE LIMITED EXCLUSIVELY TO PRODUCT REPLACEMENT.