

Software License Agreement for Unrestricted License

IMPORTANT—READ CAREFULLY: This License Agreement ("Agreement") is a legal agreement between you (a single entity and employees of this single entity) and Zach Saw ("Author") for the software known as "QuickPHP", and any updates, bug fixes, enhancements, additions, documentation, and any other related materials provided by the Author (collectively, "Software"), covering your use of the Software in your Product ("Product"). The terms and conditions of this Agreement are separate and apart from those contained in any other agreement between the Author and you. **BY INSTALLING, COPYING OR OTHERWISE USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL, COPY OR USE THE SOFTWARE.**

1. **Grant of License.** Grant of License. Subject to the conditions and limitations set forth below, the Author hereby grants you a limited, non-exclusive, nontransferable license to use and redistribute unlimited copies of the Software, in binary form, by any of your employees on computers and/or products belonging to you. All rights not expressly granted herein are reserved by the Author.
2. **License Conditions.** The Author grants this license to you subject to the condition that you have the receipt issued by PayPal (an online merchant service which is located at www.paypal.com) for the payment you have made to obtain the license to the Software.
3. **License Limitations.**

You will not:

- a. Sell, rent, lease, assign, or otherwise transfer (including by loan or gift) the Software, or any full or partial copies thereof;
- b. Redistribute the Software in a product of which you do not own the IP (Intellectual Property).
- c. Sublicense the redistributed Software in which it allows your end-user to violate the agreement set forth in the Software's [Single User License Agreement](#).
- d. Remove any copyright notice or licensing information contained in the Software; or

e. Decompile, disassemble or otherwise reverse engineer the Software, save to the extent that such acts cannot be prohibited under applicable law; or

f. Modify the Software in any way.

You will:

a. Include all the files in the original distribution of the Software in the Redistribution of the Software, including but not limited to the license agreement.

b. Include a copy of the Software's [Single User License Agreement](#) in the redistributed Software if you do not include your own sublicense agreement for the Software.

4. **No Support.** No Support. The Author is not obligated to provide technical support or updates for the Software, but if they are provided they will be deemed part of the Software and governed by this Agreement.

5. **Feedback.** All suggestions, comments, or other feedback concerning your experience with or use of the Software that may be given to the Author ("Feedback") will be given voluntarily and without obligation or restriction of any kind. The Author will own all such Feedback and may use it for any purpose. Due to the nature of development work, the Author will not commit to correcting any reported errors or discrepancies. Feedback will not create any confidentiality obligation for the Author, even if designated as confidential by you. You will not give Feedback that is subject to license terms that seek to require any product, technology, or service that incorporates or is derived from Feedback, or any intellectual property, to be licensed to or otherwise shared with any third party.

6. **Miscellaneous**

a. Disclaimer of Warranties. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AUTHOR PROVIDES THE SOFTWARE "AS IS" AND WITH ALL FAULTS, AND HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY (IF ANY) IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, AND LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT. THERE IS NO REPRESENTATION, WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION,

CORRESPONDENCE TO DESCRIPTION, OR NON-INFRINGEMENT WITH REGARD TO THE SOFTWARE. THE ENTIRE RISK AS TO THE QUALITY OF THE SOFTWARE, ITS USE OR PERFORMANCE, REMAINS WITH YOU.

b. IN NO EVENT WILL THE AUTHOR BE LIABLE, WHETHER FOR BREACH OF CONTRACT, IN NEGLIGENCE OR ON ANY OTHER THEORY OF LIABILITY, FOR ANY LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSS OR DAMAGE WHATSOEVER, ARISING OUT OF OR IN ANY WAY RELATED TO YOUR USE OF OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SOFTWARE SUPPORT, OR OTHERWISE UNDER OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE AUTHOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. NOTWITHSTANDING ANY LOSS OR DAMAGE THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING WITHOUT LIMITATION ALL LOSS OR DAMAGE REFERENCED ABOVE AND ALL DIRECT OR GENERAL LOSS OR DAMAGE), THE ENTIRE LIABILITY OF THE AUTHOR UNDER OR IN CONNECTION WITH THIS AGREEMENT AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING WILL BE LIMITED TO ONE AUSTRALIAN DOLLARS. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

c. This Agreement will be construed and controlled by the laws of Australia without regard to conflicts of law statutes or regulations. You consent to exclusive jurisdiction and venue in the courts of Australia. You waive all defenses of lack of personal jurisdiction and forum nonconveniens. In any action or suit arising under or in connection with this Agreement, the prevailing party will be entitled to recover its costs, including reasonable lawyers' fees.

d. This license and Agreement will terminate on any breach by you of this Agreement. Promptly upon such termination you will destroy all copies of the Software in your possession or under your control. Sections 3, 4, 5, and 6 will survive any termination of this Agreement.

e. If you and the Author have entered into any other agreement which in whole or in part relates to the Software, then such other agreement shall apply and shall prevail over this Agreement to the extent of any inconsistency. Subject to that, this Agreement constitutes the entire agreement between parties with respect to the subject matter hereof and merges all prior and contemporaneous communications. It will not be modified except by a written agreement signed by the parties by their duly

authorized representatives. If any provision of this Agreement is held to be unenforceable for any reason, it will be adjusted rather than voided (if possible) to achieve the intent of the parties. All other provisions of this Agreement will be deemed valid and enforceable to the extent possible.