

## **Parallel Exchange Commercial License**

Version 1.1, December 2009

<http://www.parallelex.com/licensing.php>

Copyright (c) 2008, Parallel Exchange.  
All rights reserved.

This License Agreement is a legal agreement between You and the Vendor. Read it carefully before completing the installation process and using the Software. It provides a license to use the Software and contains warranty information and liability disclaimers.

**BY INSTALLING, COPYING, USING, OR STORING THE SOFTWARE ON YOUR COMPUTER, SERVER OR ANY OTHER MEDIA, YOU ARE CONFIRMING YOUR ACCEPTANCE OF THE SOFTWARE AND AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE, DO NOT INSTALL OR USE THE SOFTWARE.**

The Software is owned by the Vendor and/or its licensors and is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. **OUR SOFTWARES ARE LICENSED, NOT SOLD.**

### **DEFINITIONS**

1. "Vendor" means the company Parallel Exchange.
2. "You", "Your" means the individual and the company downloading and/or installing the Software.
3. "Software" means the product provided to You, which includes computer software and may include associated media, printed materials, and "online" or electronic documentation.
4. "Larger Software Package" means a software or product built, owned and/or copyrighted by You which includes the Software.

### **OWNERSHIP**

The Software is owned and copyrighted by the Vendor. Your license confers no title or ownership in the Software and is not a sale of any rights in the Software.

### **GRANT OF USE**

Vendor grants You the following rights provided that You comply with all terms and conditions of this agreement:

1. You are granted a non-exclusive right to use and install the software on the servers owned or otherwise rented by You.
2. You may remove the "Powered by ..." message from the Unbranded edition.
3. You may allow an unlimited number of users to access or otherwise utilize the services or functionality of the installed software.
4. You may modify the Software as you wish at your own risk. It will be greatly appreciated if you post your changes/modification on the discussion forum at [parallelex.com/forum](http://parallelex.com/forum) however you are not required to post your modifications.

### **RESTRICTED USE**

1. You may NOT remove any copyrighted or credits information from the source code.
2. You may NOT append or insert your copyright information in the source code.
3. You may NOT distribute, sublicense, sell or transfer the Software itself.
4. You may NOT distribute, sublicense, sell or transfer the modified or altered version of the Software.
5. You may NOT share, rent, or lease Your right to use the Software.
6. You may NOT build a Larger Software Package or product derived from or containing the Software.
7. You may NOT distribute, sublicense, sell or transfer the Software as part of a Larger Software Package.
8. You may NOT use the Software for any purpose that is unlawful.

## **INSTALLATION**

You may install the script only on the domain stated in Your license. This means that the You can install the script only on one domain per license purchased. Multiple instances of the script (installations) are allowed in the scope of the licensed domain.

## **REFUNDS**

Once You are in receipt of the License, License fees are non-refundable. We encourage you to verify (by installing the free or trial version) that the software is working on your server and no problems are occurring.

## **UPGRADES**

This license applies to updates, upgrades, plug-ins and any other additions to the original Software provided by Vendor, unless Vendor provides other terms along with the upgraded software. If this copy of the software is an upgrade from an earlier version of the software, Your use of the Software upgrade is subject to the terms of this license.

## **SUPPORT**

This Agreement does not cover any technical support. Un-Official technical support will be provided in the forum from voluntary members to all users. Official support can be purchased by visiting [parallelex.com](http://parallelex.com)

## **THIRD PARTY SERVICES**

This Software may make use of, or have the ability to make use of, source code, link to, or integrate with third party content or services. The availability of the content or services is at the sole discretion of the third party service providers and may be subject to usage agreements and other restrictions. You agree to indemnify and save harmless Vendor and its licensors from all claims, damages, and expenses of whatever nature that may be made against Vendor and its licensors by third party content and service providers as a result of Your use of the Software. By installing the Software You also agree to the third party software licenses included with the Software. In no way this agreement suggests that the third party endorses the Software.

## **DISCLAIMER OF WARRANTY**

The Software is provided on an "AS IS" basis, without warranty of any kind, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. The entire risk as to the quality and performance of the Software is borne by You. Should the Software prove defective, You, not Vendor or its licensors, assume the entire cost of any service, repair or correction. If the Software is intended to link to, extract content from or otherwise integrate with a third party service, Vendor makes no representation or warranty that Your particular use of the Software is or will continue to be authorized by law in Your jurisdiction or that the third party service will continue to be available to You. This disclaimer of warranty constitutes an essential part of the agreement.

## **LIMITATION OF LIABILITY**

THIS SOFTWARE IS PROVIDED BY THE VENDOR "AS IS". UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL VENDOR OR ITS LICENSORS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR WORK STOPPAGE, BUSINESS INTERRUPTION, COMPUTER FAILURE, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE OR ECONOMIC LOSSES. IN NO EVENT WILL VENDOR OR ITS LICENSORS BE LIABLE FOR ANY DAMAGES, EVEN IF YOU OR ANY OTHER PARTY SHALL HAVE INFORMED VENDOR OR ITS LICENSORS OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM.

## **APPLICABLE LAW**

This license shall be interpreted in accordance with the laws of United States of America. Any disputes arising out of this license shall be adjudicated in a court of California.

## **GOVERNING LANGUAGE**

Any translation of this License is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of this License shall govern.

## **TERMINATION**

This Agreement will terminate automatically upon failure to comply with the limitations described herein or on written notice from an authorized representative of Parallel Exchange. On termination, You must destroy all copies of the Software immediately.

## **ENTIRE AGREEMENT**

This license constitutes the entire agreement between the parties relating to the Software and supersedes any proposal or prior agreement, oral or written, and any other communication relating to the subject matter of this license. Any conflict between the terms of this License Agreement and any Purchase Order, invoice, or representation shall be resolved in favor of the terms of this License Agreement. In the event that any clause or portion of any such clause is declared invalid for any reason, such finding shall not affect the enforceability of the remaining portions of this License and the unenforceable clause shall be severed from this license. Any amendment to this agreement must be in writing.

## **CONTACT**

For more information or questions, you can contact Parallel Exchange at [information@parallelex.com](mailto:information@parallelex.com)