

End User License Agreement

This is a legal agreement between you ('the Licensee') and RedTomato AB for the grant by RedTomato AB to you of a license of the dating software upon the terms and conditions of this Agreement.

By signing and returning these terms and conditions you are agreeing to be bound by the terms of this agreement and limited warranty.

Grant of License

In consideration of the full payment by the Licensee to RedTomato AB of the license fee in accordance with RedTomato AB's standard terms of trading and the Licensee hereby agreeing to comply with the terms and conditions of this License and the limited warranty specified in clause 3 ('Limited Warranty') RedTomato AB hereby grants to the Licensee a perpetual non-exclusive license ('License') to use and display RedTomato AB' computer software program ('the Software') and where appropriate the instruction manuals user guides and other information to be made available by RedTomato AB at its discretion in either printed or machine readable form to the Licensee ('Documentation') and to possess and refer to the Documentation upon the terms and conditions of this Agreement.

Additional Copies

The Licensee may make and keep any number of copies of the Software solely for back-up purposes provided only one copy of the Software per License is used at any one time. Each copy must maintain and include RedTomato AB' copyright notice within the code.

RedTomato AB Limited Warranty and Liability

Limited Warranty

RedTomato AB warrants for a period of 90 days that the Software will perform substantially from the date of installation provided that the Software is properly used on the computer and with the operating system for which it was designed. This does not affect your rights to ongoing support beyond the 90 day period.

Customer Remedies

RedTomato AB' entire liability and the Licensee's exclusive remedy shall be, at RedTomato AB' option, either (a) a rebate of the license fee or (b) correction or replacement of the Software that does not meet RedTomato AB' Limited Warranty and which is returned to The Limited Warranty is void if failure of the Software has resulted from accident, abuse or misapplication. Any replacement Software will be warranted for the remainder of the original warranty period or 30 days whichever is the longer.

No Other Warranties

To the maximum extent permitted by applicable law, RedTomato AB disclaims all other warranties, either express or implied (whether by statute, common law, trade usage, course of dealing or otherwise) including but not limited to implied warranties of merchantability and fitness for any particular purpose with respect to the Software and Documentation.

No Liabilities for Consequential Damages

To the maximum extent permitted by applicable law, RedTomato AB and its suppliers shall not be liable for any other damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information or other financial or consequential loss) arising out of the use of or inability to use the Software even if RedTomato AB has been advised of the possibility of such damages. RedTomato AB' entire liability under any provision of this Agreement shall, in any event, be limited to the amount of the license fee actually paid by the Licensee for the Software and Documentation.

Adaptations

Subject to the restrictions and conditions of this License and to third party intellectual property claims you may make adaptations of the Software in source code form. Adaptations means any work (i.e. code, document, etc.) based on the Licensed Software or any part of it, for example (i) any work incorporating the Software or any part of it, (ii) any work incorporating any modified form of the Software or any part of it. Adaptations that are made by the licensee are not supported by RedTomato AB.

Property in the Software and Documentation

The Software and the Documentation contain proprietary information of RedTomato AB and all copyright, trademarks and other intellectual property rights in the Software and the Documentation are the exclusive property of RedTomato AB.

The Licensee shall take all such steps as shall be necessary or appropriate to protect RedTomato AB' copyright and proprietary information in the Software and the Documentation and without prejudice to the generality of the foregoing shall not rent, lease, sub-license, loan, copy (except as expressly provided in this Agreement), modify, adapt, merge, translate, reverse engineer, decompile, disassemble or create derivative works based on the whole or any part of the Software or the Documentation.

If the Licensee sells, disposes of, or otherwise loses control of the processor on which the Software is running then the Licensee shall ensure that the Software is removed or deleted before the sale or disposition.

Title and Copyright

It is an express condition of this License that RedTomato AB retains title and ownership of the Software and any new version or new releases provided under any warranty or otherwise and all subsequent copies from the Software and the Documentation regardless of the form or media. No title or rights of ownership, copyright or other intellectual property in the Software and the Documentation have been or are hereby, or will be transferred to the Licensee.

The Licensee shall not delete, remove or alter any proprietary marks on the Software and the Documentation.

Transfer Restrictions

The Licensee shall not assign, transfer, sell, lease, rent, charge or otherwise deal in or encumber the Software and the Documentation, nor use on behalf of or make available the same to any third party but the Licensee may transfer the Software and the Documentation and this license on a permanent basis to another person provided such transferee has agreed to be bound by the terms and conditions of this License and Limited Warranty and the Licensee contemporaneously transfers all copies of the Software Materials to that transferee or will destroy all copies of the Software and the Documentation and provided that the transferor notifies RedTomato AB of the name and address of the transferee within 7 days of the transfer.

Termination

The License is effective until terminated by the Licensee destroying the Software and the Documentation together with all copies. The License will also terminate if there is any failure to comply with the terms of this Agreement. Upon termination, the Licensee agrees to destroy all Software and the Documentation including any Software on the hard disk of any computer under its control.

Termination shall be without prejudice to any accrued rights and outstanding obligations of the parties to each other. The obligations under clauses 4 and 5 shall survive the termination of this Agreement.

Amendments

No amendment to this Agreement is valid unless signed by an authorized signatory of RedTomato AB and the Licensee.

Law and Jurisdiction

This Agreement shall be governed and construed in accordance with English Law and the parties shall submit to the non-exclusive jurisdiction of the English Courts. Any rights not expressly granted herein are reserved. All Trademarks respected.

.....
Name:
Address:
City:
State: Zip
Email: Phone:
Domain (where software will be installed)
.....

Where did you find us?

Google Hot Scripts Yahoo MSN
Print/Media Word of Mouth Other _____

Signed Date.....
(For and on behalf of:)