

PHPGraphLib Commercial Use License

August 28th, 2007

Download the latest version at www.ebrueggeman.com

License Holder: _____ for installation on _____ servers.

The PHPGraphLib Commercial Use License will be referred to as "The license" in the remainder of this text.

1. This irrevocable, perpetual license covers all current and future versions of PHPGraphLib.
2. This license gives the holder the right to install the PHPGraphLib library on the specified number of servers detailed above.
3. The license holder is allowed to make modifications to the PHPGraphLib sources but in no event will the original copyright holders of this library be held responsible for action or actions resulting from any modifications of the source.
4. The license holder is not required to publicize or otherwise make available any software used in conjunction with PHPGraphLib.
5. The license holder may not re-distribute the library or versions thereof to third parties without prior written permission of the copyright holder.
6. PHPGraphLib License does not allow the library to be redistributed as part of another product.
7. In no event shall the copyright notice in any of the source files supplied in PHPGraphLib be removed or modified.
8. The names "PHPGraphLib" or "Elliott Brueggeman" must not be used to endorse or promote products derived from this software without prior written permission.
9. The license may be transferred to another server by removing all installed files from the old server.
10. The wording of this license may change without notice for future versions of PHPGraphLib.

Limitations of Liability

In no event, except for intellectual property claim, shall the initial developers or copyright holders be liable for any damages whatsoever, including - but not restricted to – lost revenue or profits or other direct, indirect, special, incidental or consequential damages, even if they have been advised of the possibility of such damages, except to the extent invariable law, if any, provides otherwise. In addition, in no event does this license authorize you to use PHPGraphLib in applications or systems where PHPGraphLib's failure to perform can reasonably be expected to result in a physical injury, loss of life or any economical damage. Any such use by the licensee is entirely at the licensee's own risk, and the licensee agrees to hold the original copyright holders of PHPGraphLib harmless from any claims or losses relating to any such unauthorized use. Limited Warranty PHPGraphLib warrants that licensor is owner of the software with authority to license the software to licensee and that the software does not infringe third party intellectual property rights. Licensor agrees to indemnify, defend and hold harmless licensee from any claims either that licensor does not own the software or that the software infringes a third party's intellectual property.

THE SOFTWARE AND THIS LICENSE DOCUMENT ARE PROVIDED AS IS. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING WARRANTY OF DESIGN, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Part 1 of 2 - This document is to be distributed with an associated **PHPGraphLib Commercial Use License Terms of Sale** document, detailing the purchase price and licensee.