

License Agreement

Please read the following terms and conditions carefully before installing and using the software. By using our software you accept this license agreement and warranty.

Registered Version

Terms of use

The number of licenses has to match or exceed the number of computers or clients on which our software is available for use. Each instance (installation) provided for more than one user needs to be registered according to the number of users. One registered copy of the software may either be used by one person on up to three allocated computers (not simultaneously, not more than one virtual or physical server) or it might be installed on a single computer and be used by more than one person (not simultaneously). Products offering the option of portable installation are subject to the same limitations. A portable installation shall be treated similar to a full installation on a single system. Portable installations may only be used on removable storage devices and may not be accessed via a network. If the registered version of the software shall be provided via a network, the number of individual licenses has to at least match the number of physical workstations, servers, and terminal clients able to access the software. Example: If the software can be accessed by 8 different workstations or terminal clients in a network, you will need to purchase at least 8 licenses, even if the software is not used concurrently on all machines. For some of our products we offer specialized client licenses, enabling you to license additional users. We offer multi-user licenses of our software. Purchasing a multi-user license may be much cheaper than purchasing multiple single user licenses. Multi-user licenses may be used at one location (= one city) and by one single company (legal entity). They may not be distributed to different locations and may not be used by either parent or subsidiary companies. A site license for our software means that your company may use the software on all computers in one location (= one city). If you purchase a countrywide license, you may install the software on all PCs and servers of a single country. Site or countrywide licenses may not be used by either parent or subsidiary companies. Example: If your company's headquarters are located in Los Angeles, a site license means that the software may be installed and used on all computers of your company in Los Angeles. If you want to use the software for your New York branch or pass it down to your subsidiary company in Los Angeles, you will need to purchase additional licenses. A worldwide license enables you to install and use our software on all PCs and servers of your company, regardless of which country they are located in. A worldwide license might be used by all wholly owned subsidiaries of parent companies. If data is processed for a customer, our licenses only cover the installations on the workstations and servers of the processing party and the data of one customer. Additional customers have to be licensed separately. Licenses can be purchased at reduced price. In combination with our software, modules can be provided which are subject to other license agreements, especially the GPL. In addition to these modules, the corresponding licenses will be installed as well. These licenses have to be respected when redistributing the software; they may contain references to the source code.

Distribution of the Software

The distribution of the full version to third parties is prohibited in any form, including selling, renting and loan, without prior authorization by JAM Software. All distribution rights remain with the author. A non-authorized distribution of the software is an illegal act.

Licensed developer components such as ShellBrowser may be distributed royalty free with the projects of those customers who have a license, as long as you distribute the supplied binaries without the license file, or link them statically in your projects in a way that they cannot be decompiled. It is not permitted to create and distribute libraries or software components for development using our developer components. In this case the number of licenses that is needed must be greater or equal to the number of users that are using the components for development.

Updates & Support

Updates and support are free within the selected maintenance period after purchase. You are allowed to use the software as long as you want to. If your maintenance expires, you will no longer receive free updates or support, but you will be able to purchase a renewal at a reduced price in our customer area at any time. Maintenance includes support via email and phone during our business hours as well as the online availability of the licensed software and installation keys.

Disclaimer of Warranty

THIS SOFTWARE AND THE ACCOMPANYING FILES ARE SOLD "AS IS" AND WITHOUT WARRANTIES AS TO PERFORMANCE OR MERCHANTABILITY OR ANY OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED. Because of the various hardware and software environments in which this software may be used, NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE IS OFFERED. Good data processing procedure dictates that any program should be thoroughly tested with non-critical data before relying on it. The user must assume the entire risk of using the program. ANY LIABILITY OF THE SELLER WILL BE LIMITED EXCLUSIVELY TO PRODUCT REPLACEMENT OR REFUND OF PURCHASE PRICE.

Evaluation Version (Unregistered Version)

Evaluation and Registration

This is not a free software. Subject to the terms below, you are hereby licensed to use this software for evaluation purposes without charge for a period of 30 days. If you use this software after the 30 day evaluation period, a registration fee must be paid. Prices of single and multi-user licenses are available on the web page: <http://jam-software.com/prices.html>. As soon as we receive your payment, your login information for our password-protected customer area on the web will be sent to you. Here you may download the latest version of your registered software for free within your maintenance period. Unregistered use of this software after the 30-day evaluation period is a violation of German and international copyright laws.

Distribution

You have to verify that you are distributing the evaluation version only (select About from the Help menu to check). You are hereby licensed to make as many copies of the evaluation version of this software and documentation as you wish, give exact copies of the original evaluation version to anyone and distribute the evaluation version of the software and documentation in its unmodified form via electronic means. There is no charge for any of the above. You are specifically prohibited from charging or requesting donations for any such copies, however made and from distributing the software and/or documentation with other products (commercial or otherwise) without prior written permission.