

Dicomhero/Imebra Unlimited Commercial License Version 10

License Summary

- The license is valid for one year
- Can be used by an unlimited number of developers for creating applications based on Dicomhero and/or Imebra during the license validity period
- Allows the royalty-free distribution of applications based on Dicomhero or Imebra during the license validity period
- Basic support and new Upgrades, Updates, and Fixes are freely available during the license validity period
- The Software based on Dicomhero or Imebra can be distributed in binary or object form only
- Commercial use allowed
- Can modify the source code but cannot distribute modifications

Dicomhero/Imebra - Terms and conditions

1) Preamble

This Agreement governs the relationship between Binarno s.p., a duly registered company whose principal place of business is Rakuseva 14, Ljubljana (hereinafter: Licensor) and the Licensee. This Agreement sets the terms, rights, restrictions, and obligations on using Dicomhero and Imebra created and owned by Licensor, as detailed herein.

2) Definitions

"Applications" shall mean Licensee's software products created using the Licensed Software

"Fix" shall mean a minor amendment in the Licensed Software, intended to remove bugs or alter minor features that impair the Licensed Software's functionality. A fix shall be marked as a new sub-sub-version number. For example, should Licensee purchase the Licensed Software under version 1.1.1, an upgrade shall commence under number 1.1.2.

"License Term" shall mean the agreed validity period of the License, during which time the designated developers are entitled to use the Licensed Software

"Licensed Software" shall mean Dicomhero and Imebra

"Licensee" shall mean the individual or legal entity that is party to this Agreement

"Update" shall mean a minor amendment in the Licensed Software, which may contain new features or minor improvements and shall be marked as a new sub-version number. For example, should Licensee purchase the Licensed Software under version 1.1.X, an upgrade shall commence under number 1.2.0.

"Upgrade" shall mean a material amendment in the Licensed Software, which contains new features and or major performance improvements and shall be marked as a new version number. For example, should Licensee purchase the Licensed Software under version 1.X.X, an upgrade shall commence under number 2.0.0.

3) License Grant

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The License Term shall be one year.

Upon expiry of the License Term, the License shall be automatically renewed for one year, at the same price paid when the License was initially bought, unless Licensee explicitly cancel the renewal before the expiration of the License Term.

Licensors may terminate this Agreement, including Licensee's license in the case where Licensee:

- became insolvent or otherwise entered into any liquidation process; or
- Licensee was in breach of any of this license's terms and conditions and such breach was not cured, immediately upon notification; or
- Licensee in breach of any of the terms of clause 3 to this License; or
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In consideration of the License granted under clause 3, Licensee shall pay Licensors a fee, via Credit-Card, PayPal or any other means which Licensors may deem adequate. Failure to perform the payment shall constitute as material breach of this Agreement.

License renewals are priced at the same amount paid when the License was initially bought.

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The licensee may use any version of the Licensed Software.

Licensors may provide Licensee, from time to time, with Upgrades, Updates or Fixes, as detailed herein and according to his sole discretion.

Licensors shall provide any Upgrade, Update or Fix free of charge for one year from the date of purchase or renewal of the License; however, nothing in this Agreement shall require Licensors to provide Updates or Fixes.

7) Support

During the License Term, Licensee receives free Basic Email Support.

The Basic Email Support is provided on request and includes:

- explanation of the Licensed Software classes, methods, and properties
- pseudo-code that illustrates the functionalities of the library
- bug determination: If it is determined that a bug exists in the Licensed Software and that it can be reproduced, then an issue will be filed in the issue tracker. Once the issue is resolved the Licensee will receive an updated version of the Licensed Software

The Basic Email Support does not include:

- resolving issues for which you can not provide an example that compiles and shows the problem to support
- assisting you in setting up your computer or how to use your programming environment.
- writing your code for you

8) Liability

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