

-- COMMERCIAL JUCE LICENCE --
(Single-product version)
Raw Material Software Ltd.

THIS COMMERCIAL JUCE LICENCE is dated [DATE] (“Effective Date”)

PARTIES

- (1) RAW MATERIAL SOFTWARE LIMITED, incorporated and registered in England with company number 3971916 whose registered office is at 12-13 Accommodation Rd, London NW11 8ED (Supplier).
- (2) [FULL COMPANY NAME], incorporated and registered in [COUNTRY OF INCORPORATION] with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (Customer).

BACKGROUND

The Supplier has developed software which is available under the Gnu Public Licence and is willing to permit the Customer to use and modify this software, and to distribute this software in binary form without making the Customer’s source code available to the general public under any open source software license agreement pursuant to the terms of this Agreement (“closed-source”).

AGREED TERMS

1. INTERPRETATION

- 1.1. The definitions and rules of interpretation in this clause apply in this Agreement.

Fee: the licence fee payable by the Customer to the Supplier under clause 3.

Gnu Public Licence: the Gnu Public Licence under which the Software is publicly available, as published by the Free Software Foundation, version 2.

Intellectual Property Rights: all patents, copyrights, design rights, trade marks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world.

Software: any version of the JUCE software, up to and including version 2.x. Versions of JUCE marked 3.0 or later are not covered by this Agreement, unless such a version was released at a date earlier than one year after the Effective Date of this Agreement.

- 1.2. Words in the singular include the plural and in the plural include the singular.

2. LICENCE

- 2.1. In consideration of the Fee paid by the Customer to the Supplier, receipt of which the Supplier hereby acknowledges, the Supplier grants to the Customer a non-exclusive licence:
 - a) to use the Software;
 - b) to develop with and modify the Software as closed-source
 - c) to sell, distribute or otherwise dispose of the Customer's products which incorporate any part of the Software in binary form;
 - d) to grant sub-licences for the Software in binary form as specifically described in clause 2.6;
- 2.2. Only the development and distribution of a single software product, distributed by the Customer under the name “[PRODUCT NAME]” is covered by this licence agreement.
- 2.3. Except as expressly permitted under this Agreement, the Customer may not resell or grant to others any rights granted to the Customer under this Agreement.
- 2.4. The Customer shall ensure that any relevant provisions of this Agreement are incorporated into all sublicenses when the Customer distributes software received under this Agreement.

- 2.5. The Customer may not distribute modified versions of the Software using any reference to the Supplier or any branding of the Supplier unless expressly agreed by the Supplier except that the Customer may use indirect references such as “powered by JUCE”
- 2.6. Right of Sub-licence. The Supplier grants to the Customer a non-exclusive right to grant sub-licences for the Software when incorporated in binary form into products developed by the Customer. Such sub-licenses may include the rights to use, transfer and otherwise dispose of Customer’s commercial product containing the Software in binary form. Sub-licences may be granted to:
 - a) the ultimate end-user customer (and its successors), but such licence shall be solely for the individual use of the Software incorporated in binary form into Customer’s commercial product.
 - b) an OEM manufacturer engaged in product development with the Customer. Such a sub-licence may grant the OEM manufacturer the right to sell, distribute, re-distribute and otherwise dispose of commercial products which incorporate the Software in binary form, but may not grant any right to create or modify such products themselves.

3. FEES

The Customer shall pay to the Supplier a one-time, fully paid-up licence fee in the amount of £399 (plus 20% VAT where applicable for customers in the European Union – a total of £478.80) within thirty (30) days of Customer’s signature of this Agreement. Customer’s payment of the Licence Fee shall serve as full consideration for all licenses and rights conveyed by this Agreement.

4. SUPPLIER’S WARRANTIES AND LIMITS OF LIABILITY

- 4.1. The Supplier warrants that Supplier developed and owns the Software and that Supplier has the right to convey the closed-source licences as set forth under this Agreement.
- 4.2. The Supplier warrants that Customer’s closed-source use of the Software will not be subject to the GNU GPL license agreement.
- 4.3. The Supplier does not warrant that the use of the Software will be uninterrupted or error-free.
- 4.4. The Customer accepts responsibility for the selection of the Software to achieve its intended results.
- 4.5. All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Agreement or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including, without limitation, the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.
- 4.6. Except as expressly stated in clause 4.7:
 - a) the Supplier hereby excludes all liability for negligence;
 - b) the Supplier shall have no liability for any losses or damages which may be suffered by the Customer (or any person claiming under or through the Customer), whether the same are suffered directly or indirectly or are immediate or consequential, which fall within the following categories:
 - (1) special damage even though the Supplier was aware of the circumstances in which such special damage could arise;
 - (2) loss of profits, anticipated savings, business opportunity or goodwill; and
 - (3) loss of data;
 - c) the total liability of the Supplier, whether in contract, tort or otherwise and whether in connection with this Agreement or any collateral contract, shall in no circumstances exceed a sum equal to the Licence Fee; and
 - d) the Customer acknowledges that no representations were made prior to entering into this Agreement. The Customer agrees that, in entering into this Agreement, it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this Agreement. The Customer shall have no remedy in respect of any representation (whether written or oral) made to it on which it relied in entering into this Agreement and the Supplier shall have no liability otherwise than pursuant to the express terms of this Agreement.
 - e) The Supplier does not warrant that the Software is free from infringements of third-party intellectual property rights, and shall have no liability for any losses or damages caused to the Customer by any such infringements, but in the event that the Customer or one of its licensees makes a reasonable assertion that the Software contains such an infringement, or if the Customer

or Supplier are subject to legal proceedings due to any such alleged infringement, then the Supplier shall make its best endeavours to provide an updated version of the Software which removes or replaces any allegedly infringing sections.

- 4.7. The exclusions in clause 4.5 shall apply to the fullest extent permissible at law, but the Supplier does not exclude liability for death or personal injury caused by the negligence of the Supplier, its officers, employees, contractors or agents for fraud, breach of the obligations implied by section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982, or any other liability which may not be excluded by law.

5. INTELLECTUAL PROPERTY RIGHTS

The Customer acknowledges that all Intellectual Property Rights in the Software belong and shall belong to the Supplier, and the Customer shall have no rights in or to the Software other than the right to use it in accordance with the terms of this Agreement. Modifications to the Software Customer creates and all associated intellectual property rights therein subject to Supplier's underlying ownership of the Software and all associated intellectual property rights therein.

6. TERM AND TERMINATION

- 6.1. This Agreement shall commence on the Effective Date and continue for the life of the Supplier's copyright in the Software.
- 6.2. Either party may terminate this Agreement at any time on written notice to the other if the other is in material or persistent breach of any of the terms of this Agreement and either that breach is incapable of remedy, or the other party fails to remedy that breach within thirty (30) days after receiving written notice requiring it to remedy that breach
- 6.3. Upon the termination of this Agreement:
- a) all rights granted to the Customer under this Agreement shall cease;
 - b) the Customer shall cease all activities authorised by this Agreement;
 - c) the Customer shall immediately pay to the Supplier any sums due to the Supplier under this Agreement.

7. CONFIDENTIALITY

The parties shall maintain the confidentiality of this Agreement. The existence of Customer as a party to this Agreement or user of the Software or the Customer products adopting the Software shall remain confidential. If Supplier is requested or required by judicial or administrative process to disclose or acknowledge (i) the existence of this Agreement; (ii) the terms of this Agreement; (iii) the identify of Supplier as an adopter or user of the Software; or the existence of the Software incorporated into Customer's products, Supplier shall promptly notify Customer of such request or requirement so that Customer may seek an appropriate protective order.

8. WAIVER

No forbearance or delay by either party in enforcing its rights shall prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach.

9. SEVERABILITY

If any provision of this Agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions shall not be prejudiced.

10. AMENDMENTS

Any amendment, waiver or variation of this Agreement shall not be binding on the parties unless set out in writing, expressed to amend this Agreement and signed by or on behalf of each of the parties.

11. THIRD PARTY RIGHTS

No term of this Agreement is intended to confer a benefit on, or to be enforceable by, any person who is not a party to this Agreement.

12. NOTICES

Any notice required to be given pursuant to this agreement shall be in writing, and shall be sent to the other party marked for the attention of the person at the address set out for such party in this Agreement. Notices may be sent by first-class mail or fax, provided that faxes are confirmed within twenty-four (24) hours by first-class mailed confirmation of a copy. Correctly addressed notices sent by first-class mail shall be deemed to have been delivered seventy-two (72) hours after posting and correctly directed faxes shall be deemed to have been received instantaneously on transmission, provided that they are confirmed as set out in this clause 11.

13. ENTIRE AGREEMENT

This Agreement and the documents annexed as appendices to this Agreement or otherwise referred to herein contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.

14. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with English law and each party hereby submits to the non-exclusive jurisdiction of the English courts.

Signed by Julian Storer
for and on behalf of Raw Material Software
Ltd.

.....
Director

Signed by [NAME OF DIRECTOR]
for and on behalf of [NAME OF
CUSTOMER]

.....
Director