

PARGE

License Conditions

ATTENTION: With acquisition of the PARGE software you agree to the following license contract.

Whereas the ‘Licensor’ is the company ‘ReSe Applications Schl pfer’ of Wil (Switzerland) and the Licensee is the company, institute, or individual acquiring the software. The terms ‘Software’ and ‘PARGE’ are used for the complete software installation as distributed through the web.

The PARGE software license is sold under the conditions below. These conditions apply with the payment of the software or the signature of a license agreement.

License Validity

- The purchase of one License of PARGE allows for the installation and usage of one copy of the software on one personal computer or on one server.
- Only one copy of the software shall be used by the licensee simultaneously, even if the license may be valid for multiple machines due to technical reasons.
- The license is not transferable to third parties without the agreement of the licensor. It also shall not be allowed to rent the software to third parties for use.
- The license is valid for the specific PARGE version and for the duration as indicated in the purchase contract.
- The duties of the licensor may be transferred to a legal successor.
- Any license issued or declared as ‘research license’ is valid for research institutes only and may not be used for commercial processing of remote sensing data.

Copyright

- The software PARGE is protected by copyright laws. The rights on the software are solely with Dr. Daniel Schl pfer and ‘ReSe Applications Schl pfer’ which holds the distribution rights.
- The Remote Sensing Laboratories of the University of Zurich, being supportive to the software development, are not involved in this license contract.
- Any proliferation of the software or of its parts by the licensee is forbidden.
- Any reproduction and dissemination of the documentation of the software is subject to an agreement by the licensor.
- Any translation, changing, re-engineering or decompiling of the software is not allowed. All written documents shall not be used for further publications of any kind.
- The inventors of PARGE shall be acknowledged adequately in scientific publications basing on the application of the software.

Liability

- THE SOFTWARE IS PROVIDED WITH LIMITED WARRANTY; EITHER EXPRESS OR IMPLIED; INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OF THAT OPERATION WILL BE UNINTERRUPTED OR ERROR FREE IN ANY CASE.
- The licensor refuses any liability for possible damages to the computing environment which may occur due to incorrect usage of the software.
- Specifically, the loss of data can not be claimed to the software or the licensor. The licensee is urged to maintain appropriate backup systems himself.
- The liability of the licensor is limited in maximum to the amount of the license fee as paid for the software.
- The licensee is liable for damages affecting the licensor which may occur if this license contract is insulted.

Warranty Conditions

- The software supports the functionality as indicated in the general documentation and the user manual.
- The licensor is in general not obliged to add any functionality to the software free of charge.
- The licensor is not obliged to correct any functionality in the software.
- The licensee acknowledges that it is not possible to produce software free of mistakes based on the current state of technology and that herewith errors in the software and its documentation can not be excluded.
- The licensor is not liable for the correct installation of the software.
- The license fee may be refunded within 2 months after software installation if the functionality is not given due to technical reasons (e.g., incompatibility to the available computer system) and the error can not be fixed within this time. Any further liability for that reason is rejected.
- The licensee shall report bugs and errors in the software immediately as e-mail to the licensor.

Support and Maintenance

- The license includes one year of support and maintenance if not indicated otherwise in the purchase contract.
- Support includes answering of technical and conceptional questions and the provision of a digital user manual.
- The support and the maintenance are performed by means of the internet (e-mail, Web, ftp) by the licensor.
- E-mail requests are usually answered by the licensor within 2 working days. In exceptional cases, such as non-availability of the supporters due to general vacations, the answering time may be longer.
- The software maintenance includes the distribution of bug fixes and generic software upgrades through the internet within the duration of the software support contract.
- The software and the updates including its documentation are distributed through 'ftp' servers on the internet.
- The contract for software maintenance and support can be cancelled by either party by the end of each year while a yearly support fee applies.
- In case the licensing company is dissolved and no legal successor is available, the contract ends while eventual support fees may be returned to the licensee on the basis of the elapsed time of the running year.

General Conditions

- If any of the items in this contract are replaced by additional agreements the remaining items of the contract are kept valid.
- The place of jurisdiction is the responsible court in St.Gallen, Switzerland.

The Licensor:

*ReSe Applications Schl pfer
Dr. D. Schl pfer
Langeeggweg 3
CH 9500-Wil*

Switzerland