Squish Coco License Agreement
Agreement version 1.2

This froglogic Squish Coco Commercial License Agreement ("Agreement") is made by and between froglogic GmbH ("froglogic"), and you (either an individual or a legal entity) ("Licensee").

IMPORTANT - READ CAREFULLY:

1. froglogic developed and originated Squish Coco including source code, documentation and example programs ("Licensed Software"). The Licensed Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. froglogic retains all rights not expressly granted.

2. By installing, copying, or otherwise using the Licensed Software, Licensee agrees to be bound by the terms of this Agreement. If Licensee does not agree to the terms of this Agreement, Licensee should not install, copy, or otherwise use the Licensed Software. In addition, by installing, copying, or otherwise using any updates or other components of the Licensed Software that Licensee receives separately as part of the Licensed Software ("Updates"), Licensee agrees to be bound by any additional license terms that accompany such Updates. If Licensee does not agree to the additional license terms that accompany such Updates, Licensee may not install, copy, or otherwise use such Updates.

3. Upon Licensee's acceptance of the terms and conditions of this Agreement, froglogic grants Licensee the right to use the Licensed Software solely for Licensee's internal business purposes in the manner provided below.

4. Options
   (a) Evaluation License
       Licensee may use the Licensed Software for a limited time (evaluation period) to be determined and stated by froglogic, solely for the purpose of determining whether the Licensed Software meets Licensee's requirements.

       After the evaluation period has finished, Licensee must either:

       (i)   discontinue use of the Licensed Software,
       (ii) acquire a commercial license (see section (b)),

       Commercial use of a derived work of the Licensed Software is not allowed under the scope of the evaluation license.

   (b) Node-Locked License
       Licensee may install and use the Licensed Software locally on one identified computer (Node), with the Node executing the Licensed Software for only one Authorized User. Licensee may transfer a license certificate to another individual and Node after notification to and approval from froglogic, but not more often than every 4 weeks, provided the future Licensee is employed or contracted by the same individual or legal entity as the initial Licensee.

   (c) Floating User License
       Licensee may install the Licensed Software on an unlimited number of computers. All machines using the Licensed Software must have the ability to communicate with a license server. The number of Floating Users that may use a component of the Licensed Software concurrently at any time is limited by the number of Floating User Licenses purchased for such use. Regardless of whether such use is by persons or computer systems.

5. Licensee may modify the Licensed Software except altering or removing any details of ownership, copyright, trademark or other property right connected with the Licensed Software.

6. Licensee may not distribute the Licensed Software, modified or unmodified, separately or as part of any software package.

WARRANTY DISCLAIMER

7. The Licensed Software is licensed to Licensee "as is". To the maximum extent permitted by applicable law, froglogic on behalf of itself and its suppliers, disclaims all warranties and conditions, either expressed or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement with regard to the Licensed Software.

LIMITATION OF LIABILITY

8. If, froglogic's warranty disclaimer notwithstanding, froglogic is held liable to Licensee, whether in contract, tort or any other legal theory, based on the Licensed Software, froglogic's entire liability to Licensee and Licensee's exclusive remedy shall be, at froglogic's option, either (A) return of the price Licensee paid for the Licensed Software, or (B) repair or replacement of the Licensed Software, provided Licensee returns to froglogic all copies of the Licensed Software as originally delivered to Licensee. froglogic shall not under any circumstances be liable to Licensee based on failure of the Licensed Software if the failure resulted from accident, abuse or misapplication, nor shall froglogic under any circumstances be liable for special damages, punitive or exemplary damages, damages for loss of profits or interruption of business or for loss or corruption of data. Any award of damages from froglogic to Licensee shall not exceed the total amount Licensee has paid to froglogic in connection with this Agreement.

SUPPORT AND UPDATES

9. If this license, as specified in the license certificate, includes a support and update agreement, Licensee will be eligible to receive email based software support and access to Updates to the Licensed Software for a period not to exceed one year from the date of initial delivery, in accordance with froglogic's then current policies and procedures, if any. Such policies and procedures may be changed from time to time.

GENERAL PROVISIONS

10. This Agreement may only be modified in writing signed by authorized representatives of Licensee and froglogic. In case of a conflict between this Agreement and the terms of any purchase order or other ordering document, this Agreement shall prevail. If any provision of this Agreement is found void or unenforceable, the remainder will remain valid and enforceable according to its terms. If any remedy provided is determined to have failed for its essential purpose, all limitations of liability and exclusions of damages set forth in this Agreement shall remain in effect.

11. This Agreement shall be construed, interpreted and governed by the laws of Germany, the legal venue to be Hamburg City Court. froglogic reserves all rights not specifically granted in this Agreement.