

ParamQuery Commercial License

ParamQuery SDK Software License Agreement (EULA)

IMPORTANT NOTE

Please read this END USER LICENSE AGREEMENT carefully before downloading or using any portion of the Software. If you do not read and agree to be bound by the terms and conditions defined in this document, you are not permitted to use the Software or any portion of it.

DEFINITIONS

The following definitions apply to the terms and conditions included in this EULA. The term "Software" means the ParamQuery Grid JavaScript SDK, its modules, components, all program files, source code, examples, and documentation which are part of the Software package, as well as any portion of them. The term "Author" means Paramvir Dhindsa (author and proprietor of ParamQuery SDK).

TERMS OF AGREEMENT

This is a legal agreement between you and the Author of the Software. By downloading or using the Software, you are consenting to be bound by this agreement. If you do not agree to all provisions of this agreement you may not use the Software for any purposes. If any provision of this agreement is invalid or unenforceable under applicable law, the remaining provisions of this agreement will remain valid and fully enforceable. The Author grants you nonexclusive license to use the Software for designing, developing, testing, and deploying applications and websites you create. The Software is licensed, not sold. You must acquire a license for the Software directly from the Author or its authorized resellers. You must purchase a commercial license of the Software. The terms of this agreement apply to commercial license. The Software is copyrighted and protected by copyright laws and international treaties. You cannot transfer, sub-license or resell the license unless you obtain explicit permission from the author. All rights not expressly granted by this agreement are reserved.

REDISTRIBUTABLE MODULES

The Software includes redistributable files ("redistributable modules") intended for distribution by you to users of products you create. Subject to all provisions and conditions of this EULA, you may distribute and include the redistributable modules in your products and websites, provided that all redistributable modules are made of the original redistributable modules included in the Software or modified versions provided by the Author or modified by you. You must ensure that all JavaScript files contained in the redistributable modules are redistributed or deployed to production in minified (obfuscated) format and contain all trademarks and copyright markings.

INTELLECTUAL PROPERTY

All intellectual property rights such as but not limited to patents, trademarks, copyrights or trade secret rights related to the Software are property of the Author. You shall not modify, translate, reverse engineer, decompile or disassemble the Software or any portion of it or attempt to derive source code or create derivative works. You are not allowed to remove, alter or destroy any proprietary, trademark or copyright markings or notices related to the Software. You must not remove copyright headers, links and markings from any files included in the Software.

PROHIBITED USES

You may not redistribute the Software or Modifications other than by including the Software or a portion thereof within Your Application. You may not redistribute the Software or Modifications as part of any Application that can be described as a development toolkit or library, an application builder, a website builder or any Application that is further intended for use by software, application, or website developers or designers. You may not redistribute any part of the Software documentation. You may not change or remove the copyright notice from any of the files included in the Software or Modifications.

UNDER NO CIRCUMSTANCES MAY YOU USE THE SOFTWARE FOR AN APPLICATION THAT IS FURTHER INTENDED FOR SOFTWARE OR APPLICATION DEVELOPMENT PURPOSES.

You are required to ensure that the Software is not reused by or with any applications other than those with which You distribute it as permitted herein. For example, if You install the Software on a customer's server, that customer is not permitted to use the Software independently of Your Application, and must be informed as such.

DISCLAIMER OF WARRANTY

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SOFTWARE IS AT YOUR OWN RISK AND THAT THE SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY WARRANTIES OR CONDITIONS WHATSOEVER. THE AUTHOR EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. THE AUTHOR DOES NOT WARRANT THAT THE SOFTWARE AND ITS FUNCTIONALITY, RELIABILITY AND PERFORMANCE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. YOU ASSUME RESPONSIBILITY FOR SELECTING THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE USE AND THE RESULTS OBTAINED FROM THE SOFTWARE. YOU UNDERSTAND THAT THE SOFTWARE MAY PRODUCE INACCURATE OR INCOMPLETE RESULTS BECAUSE OF ERRORS WITHIN THE SOFTWARE OR FAILURES BY YOU TO PROPERLY USE THE SOFTWARE. YOU ASSUME FULL

RESPONSIBILITY FOR ANY USE OF THE SOFTWARE AND BEAR THE ENTIRE RISK FOR SUCH ERROR AND FAILURES. IN NO EVENT SHALL THE AUTHOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES WHATSOEVER INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, PERSONAL INJURY, LOSS OF PRIVACY OR OTHER PECUNIARY OR OTHER LOSS WHATSOEVER ARISING OUT OF USE OR INABILITY TO USE THE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. REGARDLESS OF THE FORM OF ACTION, THE AUTHOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAYABLE BY YOU UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW.

DISTRIBUTION OF THE SOFTWARE

Genuine copies of the Software are available for download only from the Author's web site. If you obtain the Software from another source we encourage you to avoid using it and replace it with a genuine copy from the Author's web site. You are not allowed to copy or upload the Software or portions of it to other web sites or torrents. If you want to encourage others to use the Software you may do so by providing a link to the Author's web site.

LICENSES INCLUDING SOURCE CODE

In some cases you may purchase licenses which include the source code of the Software. The source code contains the non-minimized original JavaScript, HTML & CSS files of the Software. The source code of the Software is an important intellectual property of the Author. Purchasing a license with source code does not constitute transfer of any legal ownership to the Software or its source code. You may use the source code of the Software according to the following conditions: - You may examine, debug and introduce modifications to the Software and its source code in order to provide better integration with your web sites, applications or other products. The original or modified Software must be deployed or distributed with such products only in minimized (obfuscated) format. - You are not allowed to distribute, share, disclose or otherwise make available any portion of the original or modified and non-minimized Software source code to end users or other third parties. - You agree not to use the Software and/or its source code to plan, design or develop products, libraries or other derivative work that competes with the Software.

TERMINATION

The Author may terminate this EULA upon your failure to comply with all terms and conditions of this EULA. As a result the Author will cancel your license(s). You must immediately stop using the Software upon termination and remove all of its components from any and all applications or other derivative work developed by you. Termination of this agreement will not limit any other rights of the Author. Any provision of this agreement that is intended to survive termination of this agreement will survive termination. Licenses canceled due to violation of the agreement are non-refundable.

EXPORT REGULATIONS

The Software may be subject to export or import regulations, and you agree to comply strictly with all such laws and regulations.

If you have any questions regarding the EULA please contact us by e-mail at: support@paramquery.com

Copyright © 2012 - 2016 Paramvir Dhindsa (paramquery.com)