

Pervasync Software License Agreement

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") BEFORE USING THE SOFTWARE. BY USING THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE.

LICENSE CATEGORIES

1. Evaluation License.

Pervasync grants to you free Evaluation Licenses to use the Pervasync Software to develop application programs and to deploy application programs developed using the Pervasync Software for trial use and evaluation purposes only. All rights to the Evaluation License will terminate after a trial period of 60 days.

2. Commercial License.

This software is Copyright by Pervasync. All rights reserved. Payment of a License Fee to Pervasync is required if the Software is used for Commercial Purposes for longer than 60 days. For pricing and Commercial License inquiries, write to sales@pervasync.com.

BACKGROUND

This Software License Agreement ("Agreement") is made between Pervasync and "Licensee". Pervasync is the developer of Pervasync server and client software for Oracle databases and MySQL databases. Licensee desires to utilize the Pervasync software and desires to obtain licenses from Pervasync.

AGREEMENT of EVALUATION LICENSE

Pervasync and Licensee agree as follows:

1. Licenses.

Pervasync grants to you free Evaluation Licenses to use the Pervasync Software to develop application programs and to deploy application programs developed using the Pervasync Software for trial use and evaluation purposes only. All rights to the Evaluation License will terminate after a trial period of 60 days.

2. Warranty of Title.

Pervasync hereby represents and warrants to Licensee that Pervasync is the owner of the Pervasync software and therefore has the right to grant to Licensee the rights set forth in this Agreement.

3. Warranty of Functionality.

Pervasync warrants that

- a. Under normal use, the software will perform in substantial conformance with the documentation supplied with the software;
- b. Pervasync will continue the work on improvement of the software quality, issue and distribute the software updates as described below at appropriate time at the convenience of Pervasync. The Licensee is welcome to submit their comments on the software quality or suggestions to its improvement, and these comments and suggestions will be taken into account in the development process.

The software license is for a specific release of the software. The release version has three numbers, which are for major, minor and patch revisions respectively. For example, release 1.2.3 has a major revision number of 1, minor revision number of 2 and patch revision number of 3. Licensee should report any bugs found in the software and Pervasync should try to fix the bugs on a best effort basis. Fixes to bugs should be included in patch releases.

4. Disclaimer of Limited Warranty.

EXCEPT AS SET FORTH IN THE FOREGOING LIMITED WARRANTY, PERVASYNC DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL PERVASYNC BE LIABLE TO THE LICENSEE FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY THE LICENSEE OR THIRD PARTIES OR A FAILURE OF THE SOFTWARE TO OPERATE WITH ANY OTHER SOFTWARE).

5. Controlling Law and Severability.

This License will be governed by and construed in accordance with the laws of the State of California, USA, as applied to agreements entered into and to be performed entirely within California between California residents.

6. Third Party Acknowledgements.

This product includes software developed by The Apache Software Foundation (<http://www.apache.org/>). Specifically, the product uses jar files and resource files from the following Apache projects,

- * The Apache Commons
- * The Apache Log4j
- * The Apache Jakarta JSTL
- * The Apache Myfaces
- * The Apache Trinidad
- * The Apache Tomcat

This product also includes software developed by Google

- * google-gson

All of the above projects are released under the ASF license (<http://www.apache.org/licenses/LICENSE-2.0>). A copy of the License can also be found in file `license_APACHE.txt`.

7. Third Party Disclaimer.

This product includes Oracle and MySQL JDBC drivers developed by Oracle for user's conveniences. The drivers are generally free and/or also included in your MySQL and Oracle database distribution. It is user's responsibility settle any licensing issues for your databases and drivers.

End of license agreement.

Copyright (c) 2008-2012, Pervasync Software. All rights reserved.