

# License Agreement

Software Product: conaito Video2Flash SDK

Author: conaito Technologies

Web: <http://www.conaito.com>

Email: support@conaito.com

This License Agreement defines the terms and conditions under which you (the Licensee) are permitted by conaito.com (conaito Technologies - the Licensor) to use the conaito Video2Flash SDK.

## 1. Definitions

1.1 "Software Development Kit" shall mean and include the software programs and files needed to integrate the conaito Technologies software components with a software application, including documentation, examples, include files, declarations, source code, utility programs and conaito Video2Flash SDK components.

1.2 "Application Program" shall mean and include one or more software programs created by the Licensee which use the conaito Technologies Software components.

## 2. License grant

2.1 Licensor hereby grants to the Licensee, and Licensee hereby accepts, subject to the terms and conditions set forth in this Agreement, a non-exclusive license to use Software Development Kit subject to the terms of this Agreement. The term "license" as used in this Agreement shall mean and include:

2.1.1 The right to use Software Development Kit under single:

- Product (per Desktop application/ Royalty Free License)
- Server
- Service

2.1.2 The right to redistribute one copy (per Desktop application/ Royalty Free License) of the Redistributable Software with each copy of the Licensee's Application Program.

## 3. Restrictions

3.1 In accepting the license granted by Licensor, Licensee agrees that it shall not

3.1.1 Include the Redistributable Software with a product which is itself a software development kit, software component, or software library;

3.1.2 Permit its end-users to redistribute the Redistributable Software;

3.1.3 Loan or rent Software Development Kit to a third party;

3.1.4 Attempt to disassemble or reverse-engineer software included with the Software Development Kit.

3.1.5 Pass the license key, which you have received from conaito Technologies, to any user.

## 4. Term of Agreement

4.1 The term of this Agreement shall commence at the time Licensee receives Software Development Kit and shall continue in effect indefinitely unless terminated as specified in Termination of Agreement, below.

## **5. Termination of Agreement**

5.1 The Licensee may terminate this Agreement at any time by destroying all copies of Software Development Kit. In the event of a material default by the Licensee or the Licensee's agent or representative, of any provision of this Agreement, the Licensor may terminate this Agreement upon thirty (30) days written notice, and the Licensee also has thirty (30) days of notice for termination. Upon termination of the Agreement, the Licensee shall either destroy all licensed copies of Software Development Kit, and all backups, or return them to Licensor. This obligation shall survive the termination of this Agreement.

## **6. Copyright and proprietary information**

6.1 Licensee acknowledges that Software Development Kit and all supporting documentation constitute valuable property of Licensor and that all title and ownership rights in Software Development Kit and related materials remain exclusively with Licensor.

6.2 Licensor reserves all rights with respect to Software Development Kit under all applicable laws for the protection of proprietary information, including, but not limited to, trade secrets, copyrights, trademarks, and patents.

6.3 Except as otherwise provided in this Agreement, Licensee shall not cause or permit unauthorized copying, reproduction, or disclosure of any portion of the Software Development Kit or supporting documentation, or the delivery or distribution of any part thereof to any third person or entity, for any purpose whatsoever, without the prior written permission of Licensor. This restriction shall continue to bind Licensee and its agents and representatives beyond the termination of this Agreement.

## **Indemnification**

7.1 Licensee shall indemnify and defend against any and all claims, including claims by third parties or employees of Licensee, which arise directly or indirectly out of Licensee's use or operation of the Software Development Kit or Redistributable Software.

7.2 The Licensor shall indemnify and hold the Licensee harmless from loss, damage, or liability for direct infringement of any United States, Canadian, or European Union member state patent or copyright with respect to the Software Development Kit or Redistributable Software, provided that the Software Development Kit or Redistributable Software have not been modified and provided the Licensor is promptly notified by the Licensee in writing of any infringement and is permitted to defend, compromise or settle such suit or claim, and provided the Licensee gives to the Licensor such available information, assistance and authority as the Licensor deems necessary to the defense of such suit or claim. Should the use of the Software Development Kit or Redistributable Software be enjoined, or in the event that the Licensor desires to minimize its liabilities hereunder, the Licensor shall have the right, at its sole option and expense to:

7.2.1 Procure for the Licensee the right to continue the use of the Software Development Kit or Redistributable Software; or,

7.2.2 Replace the Software Development Kit or Redistributable Software with a non-infringing product; or,

7.2.3 Modify the Software Development Kit or Redistributable Software so that it becomes non-infringing; or,

7.2.4 Refund to the Licensee the purchase price paid, if any, by the Licensee for the Software Development Kit.

## **Third-party licenses**

FFmpeg: The PPT2Flash SDK video and audio encoding is done with ffmpeg - a very fast and powerful tool © 2008 - Fabrice Bellard (originator of the FFmpeg project), et al.). FFmpeg is licensed under the GNU Lesser General Public License (LGPL). See the file 'COPYING.LGPL' for terms and conditions (documentation/licenses folder). Also see the file 'FFmpeg' for information specific to FFmpeg, copyrights and the LGPL (documentation/licenses folder). Used are the \*unofficial\* FFmpeg Win32 builds made by Ramiro Polla. These files were originally hosted at: [http://arrozcru.no-ip.org/ffmpeg\\_builds/](http://arrozcru.no-ip.org/ffmpeg_builds/) The source code they were built with can also be found on the page above.

#### **DISCLAIMER OF WARRANTY**

THIS SOFTWARE DEVELOPMENT KIT IS SOLD "AS IS" AND WITHOUT WARRANTIES AS TO PERFORMANCE OR MERCHANTABILITY.

THIS SOFTWARE DEVELOPMENT KIT IS SOLD WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES WHATSOEVER. BECAUSE OF THE DIVERSITY OF CONDITIONS AND HARDWARE UNDER WHICH THIS SOFTWARE DEVELOPMENT KIT MAY BE USED, NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE IS OFFERED. THE USER IS ADVISED TO TEST THE SOFTWARE DEVELOPMENT KIT AND APPLICATIONS MAKING USE OF IT THOROUGHLY BEFORE RELYING ON IT. THE USER MUST ASSUME THE ENTIRE RISK OF USING THE SOFTWARE DEVELOPMENT KIT.

ANY LIABILITY OF SELLER OR MANUFACTURER WILL BE LIMITED EXCLUSIVELY TO PRODUCT REPLACEMENT OR REFUND OF THE PURCHASE PRICE.

Our support team ARE AVAILABLE TO answer your questions.

**conaito Technologies**

<http://www.conaito.com>