

Axialis End User License Agreements

Axialis products are available in two editions: Professional Version (for full use, in companies or at home) and Trial Version (for 30-day evaluation). Each edition has a specific End User License Agreement ("EULA"). If no edition is specified, the EULA for the Professional Version prevails. Stock Icons have a specific user license agreement.

Professional Version

Licence Grant

Axialis SA ("AXIALIS") grants you a non-exclusive license to use this software, and any associated documentation ("The Software"), as indicated herein. If you have purchased a Single User License, one copy of the Software may be installed and used, for internal use only, on a single computer. The Software is in "use" on a single computer when it has been loaded into temporary memory (i.e. RAM) or installed into permanent memory (hard disk or other device) of that computer. If you have purchased a Multiple User License (you specified several copies of the software when you purchased it), the Software may be installed and used, for internal purposes only, on the number of computers authorized at the time of purchase.

You MAY: (a) use the Software in a company, corporate or organization; (b) redistribute compiled or created documents for commercial purpose; (c) make a copy of the software for archival purpose only; (d) install the Software on another computer only if have a you change of workstation. In such a case you must uninstall the software from the previous workstation.

Restrictions

You MAY NOT: (a) copy and distribute the Software or any portion of it; (b) sublicense, lease, rent, or transfer this Software to another; (c) cause or permit reverse engineering, disassembly, decompilation or alteration of this Software; (d) remove any product identification, copyright notices, or other notices or proprietary restrictions from this Software; (e) copy the documentation accompanying the software.

Term

This License is perpetual and effective until terminated. You may terminate it at any time by destroying the Software, together with all copies thereof. This License will also terminate if you fail to comply with any term or condition of this Agreement. Upon such termination, you agree to destroy the Software, together with all copies thereof.

Copyright/Ownership

This Software and its source code are proprietary products of AXIALIS and are protected by copyright and other intellectual property laws. The Software is licensed and not sold. You acquire only the right to use the Software and do not acquire any rights, express or implied, in the Software other than those specified in this License.

Disclaimer Of Warranties

The Software is supplied "AS IS". AXIALIS disclaims all warranties, expressed or implied, including, without limitation, the warranties of merchantability and of fitness for any purpose. The user must assume the entire risk of using the Software.

Disclaimer Of Damages

AXIALIS assumes no liability for damages, direct or consequential, which may result from the use of the Software, even if AXIALIS has been advised of the possibility of such damages. Any liability of the seller will be limited to refund the purchase price.

Trial Version

Licence Grant

Axialis SA ("AXIALIS") grants you a non-exclusive license to test this software in 30-Day Trial Version, and any associated documentation ("The Trial Version"), as indicated herein. You MAY: (a) install and use the Trial Version for evaluation purpose only during 30 days after the installation; (b) create icons using the Trial Version and save them for evaluation purpose only; (c) Redistribute the Trial Version by any mean (CDROM, Cover Disc, Web site...) as long as you do not change the original package and distribute only the original install package.

Restrictions

You MAY NOT: (a) use the Trial Version after the evaluation period of 30 days; (b) use the documents created or compiled with the Trial Version (except for test purpose or once a full version has been purchased); (c) sell this Trial Version package (except for shipment and handling charges); (d) cause or permit reverse engineering, disassembly, decompilation or alteration of this Software; (e) remove any product identification, copyright notices, or other notices or proprietary restrictions from this Software; (f) copy the documentation accompanying the software.

Distribution Of Trial Version

You are hereby licensed to make as many copies of the Trial Version as you wish and distribute it to anyone provided that all files are intact. You must distribute the install form of the Trial Version (you must distribute the INSTALL file, not the files resulting of an installation). You are not allowed to sell the Trial Version (except for shipment and handling charges). Press is authorized to distribute it on any Cover Disk, CD-ROM without permission from Axialis. Shareware Catalog Web sites are authorized to distribute it as a download file (hosted or linked to Axialis site) without permission from Axialis.

Term

This License is perpetual and effective until terminated. You may terminate it at any time by destroying the Trial Version, together with all copies thereof. This License will also terminate if you fail to comply with any term or condition of this Agreement. Upon such termination, you agree to destroy the Trial Version, together with all copies thereof.

Copyright/Ownership

This Software and its source code are proprietary products of AXIALIS and are protected by copyright and other intellectual property laws.

Disclaimer Of Warranties

The Software is supplied "AS IS". AXIALIS disclaims all warranties, expressed or implied, including, without limitation, the warranties of merchantability and of fitness for any purpose. The user must assume the entire risk of using the Shareware.

Disclaimer Of Damages

AXIALIS assumes no liability for damages, direct or consequential, which may result from the use of the Software, even if AXIALIS has been advised of the possibility of such damages.

Stock Icons

This is a legal agreement between you ("user") and Axialis SA("Axialis"). This agreement applies to licenses issued via Internet and local sales representatives, and is applicable to digital and physical delivery of the icons, modified by the user or not, included in the stock icon sets ("icons"). Axialis grants the user a non-exclusive license to use the icons, as indicated herein.

License Type

The license is user-based. This means that each user of icons in projects must acquire a license. Use of icons in projects such as applications, websites, documentations or any distributed media is subject to the following terms and obligations:

The user MAY: (a) use the icons royalty-free in commercial projects, without limit of time. This means that the user can use the icons in an unlimited number of projects without paying additional fees; (b) modify, create derivative work of the icons; (c) include the icons in a project for a client as long as this client does not modify or enhance the project after delivery;

Restrictions

The user MAY NOT: (a) copy and distribute the icons or any portion of the set without including them in a project; (b) include a collection of icons in a project for the sole purpose of increasing the value of this project, as a library of image or icons for example; (c) sublicense, lease, rent, or transfer the icons to another; (d) include the icons in a logo or trademark; (e) use the icons in a BSD (Berkeley Systems Distribution) open source project.

Term

This License is perpetual and effective until terminated. You may terminate it at any time by destroying the icons, together with all copies thereof. This License will also terminate if you fail to comply with any term or condition of this Agreement. Upon such termination, you agree to destroy the icons, together with all copies thereof.

Copyright/Ownership

The icons are proprietary products of AXIALIS and are protected by copyright and other intellectual property laws. The icons are licensed and not sold. You acquire only the right to use the icons and do not acquire any rights, express or implied, in the icons other than those specified in this License.

Disclaimer Of Warranties

The icons are supplied "AS IS". AXIALIS disclaims all warranties, expressed or implied, including, without limitation, the warranties of merchantability and of fitness for any purpose. The user must assume the entire risk of using the icons.

Disclaimer Of Damages

AXIALIS assumes no liability for damages, direct or consequential, which may result from

the use of the icons, even if AXIALIS has been advised of the possibility of such damages. Any liability of the seller will be limited to refund the purchase price.