

The libsamplerate Commercial Use License

Version 1.1 September 18th, 2008

Please read this license agreement carefully. By entering into this license agreement you agree to be bound by the terms of this license.

As a potential licensee, you are encouraged to evaluate libsamplerate under the terms of the GNU General Public License (a comprehensive test suite and example code is included in the source code distribution). You should only enter into this commercial use license if you are completely satisfied with the software as it is.

1 Preamble.

The libsamplerate Commercial Use License operates in parallel with the GNU General Public License; the license written and published by the Free Software Foundation and available on the World Wide Web at the URL

<http://www.gnu.org/licenses/gpl.html>

This software license agreement is a legal agreement between the MANUFACTURER:

Mega Nerd Pty Ltd
PO Box 329
Potts Point
NSW, 1335
Australia
<http://www.mega-nerd.com/>
licensing@mega-nerd.com

and you, the "LICENSEE" (either an individual or an entity) (please print):

Licensee : _____

Address : _____

Country : _____

Email Contact : _____

The licensed software (the "SOFTWARE") is limited to the source code (all past, present and future versions) released under the names Secret Rabbit Code and libsamplerate from the Mega Nerd Pty Ltd web site as listed above.

A "SOFTWARE BINARY" means software compiled into a executable format runnable directly on a physical CPU.

Using a library as a "STATICALLY LINKED LIBRARY" means compiling the library source code with source code owned or licensed by the LICENSEE into a SOFTWARE BINARY, where all symbol name and address resolution for the STATICALLY LINKED LIBRARY takes place at compile and link time as opposed to run time. Symbol names and addresses of the STATICALLY LINKED LIBRARY are not exported from the resulting SOFTWARE BINARY.

A "SOFTWARE DEVELOPMENT KIT" is a set of development tools that allows a software engineer to create other software where the SOFTWARE DEVELOPMENT KIT provides some of the functionality of the final software product.

COMMENCEMENT of the license agreement occurs when the LICENSEE agrees to the terms of the license, pays the agreed license fee and both the LICENSEE and the MANUFACTURER receive a copy of the license agreement signed by both parties.

2 Grant of License.

The copyright to the SOFTWARE is owned by the MANUFACTURER and is protected by Australian copyright laws and international treaty provisions.

Upon COMMENCEMENT of the license agreement, the MANUFACTURER grants the LICENSEE the right to use the SOFTWARE in any software product, program or application developed by the LICENSEE and distributed under the name of the LICENSEE as above.

The LICENSEE also retains the right to use libsamplerate under the terms of the GNU General Public License.

3 Grant of License for Software Redistribution.

Upon COMMENCEMENT of the license agreement, the MANUFACTURER grants the LICENSEE the right to develop and distribute as a SOFTWARE BINARY any software or application which uses libsamplerate (including modified versions) as a STATICALLY LINKED LIBRARY.

The LICENSEE may use libsamplerate in as many separate software products and as for as long a period of time as the LICENSEE sees fit, without any further payment being made, as long as all other aspects of this license agreement are met. There are no extra volume based licensing fees.

4 Restrictions.

The SOFTWARE contains copyrighted material, trade secrets and other proprietary material. You may not modify, network, rent, lease, loan, distribute or create derivative works based upon the SOFTWARE in whole or in part except under the conditions of sections 2 and 3 above.

Any software which uses libsamplerate that the LICENSEE then licenses to any third party must be licensed in such a way that the third party does not get any rights to use libsamplerate beyond using it in conjunction with the program or application provided to the third party by the LICENSEE and the normal use allowed by the GNU General Public License.

Copies of the SOFTWARE source code in the LICENSEE's possession must retain their original copyright notices and the GNU General Public License header. The LICENSEE is encouraged to add an extra comment header to inform their staff that the LICENSEE also has a commercial use license for the SOFTWARE.

The SOFTWARE may not be released as part of a SOFTWARE DEVELOPMENT KIT other than under the terms of the GNU General Public License.

The rights of the LICENSEE under this license agreement to use the SOFTWARE source code in the LICENSEE's own products are not transferable to any other entity or individual. In cases where the LICENSEE company changes name, merges or is taken over by another, the LICENSEE should contact the MANUFACTURER who may, at the MANUFACTURER's discretion, provide a license to the new entity free of charge.

5 Termination.

This License is effective until terminated. The LICENSEE may terminate this license at any time by informing the MANUFACTURER of this action by means of letter. This license will terminate immediately without notice from the MANUFACTURER if the LICENSEE fails to comply with any provision of this License.

Upon termination, the LICENSEE must immediately cease to distribute the SOFTWARE in any manner other than under the terms of the GNU General Public License.

6 Warranty and Technical Support.

The MANUFACTURER warrants that the SOFTWARE will function substantially in accordance with the documentation available on the main web page for a period of ninety (90) days from the date the license agreement was signed. In the case that any problems or questions arise the MANUFACTURER will help with free technical support by e-mail for a period of one year from the date of payment of license fees.

7 Disclaimer of Warranty on the MANUFACTURER SOFTWARE.

The LICENSEE expressly acknowledges and agrees that use of the SOFTWARE is at the LICENSEE's sole risk. Except as is stated above, the SOFTWARE and related documentation are provided "AS IS" and without warranty of any kind and the MANUFACTURER and the MANUFACTURER EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE MANUFACTURER DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED.

FURTHERMORE, THE MANUFACTURER DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE MANUFACTURER OR ONE OF ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU (AND NOT THE MANUFACTURER OR ANY ONE OF ITS AUTHORIZED REPRESENTATIVE) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

8 Limitation of Liability.

UNDER NO CIRCUMSTANCES INCLUDING NEGLIGENCE, SHALL THE MANUFACTURER BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OR INABILITY TO USE THE SOFTWARE OR RELATED DOCUMENTATION, EVEN IF THE MANUFACTURER OR THE MANUFACTURER'S AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall the MANUFACTURERS' total liability to you for all damages, losses, and causes of action (whether in contract, tort (including negligence) or otherwise) exceed that portion of the amount paid by you which is fairly attributable to the SOFTWARE.

9 Controlling Law and Severability.

This License shall be governed by and construed in accordance with the laws of the Australia, as applied to agreements entered into and to be performed entirely within the Australia between Australian residents. If for any reason a court of competent jurisdiction finds any provision of this License, or portion thereof, to be unenforceable, that provision of the License shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this License shall continue in full force and effect.

10 Complete Agreement.

This License constitutes the entire agreement between the parties with respect to the use of the SOFTWARE, the related documentation and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment to or modification of this License will be binding unless in writing and signed by a duly authorized representative of the MANUFACTURER.

Note : In addition to the signatures below, both the licensee and the manufacturer should sign the bottom of each of the other pages in the space provided.

Licensee's Representative : _____

Signature : _____

Manufacturer's Representative : _____

Signature : _____