

# OptimTalk Desktop Suite Professional Academic Site License Agreement

THIS LICENSE AGREEMENT is made and entered into by and between:

OptimSys, s.r.o.  
Domovina 752/8  
77900 Olomouc  
Czech Republic  
(hereinafter referred to as "Licensor")

and:

you – either an individual or a single entity  
(hereinafter referred to as "You", "Your").

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## TERMS OF AGREEMENT

### 1. Definitions

**1.1 Defined Terms.** In addition to the terms defined above and elsewhere in this Agreement, the following terms as used in this Agreement shall have the meanings set forth below:

- (a) "Agreement" shall mean this Agreement, all attached exhibits, and any other documents made a part of hereof or incorporated by reference herein.
- (b) "Software" shall mean executables and libraries, data files, configuration files and other files provided to You by Licensor, including corrections, modifications, enhancements, Updates and Upgrades that may be provided to You by Licensor.
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**5.1 Term.** This Agreement shall be effective upon receipt by You of any portion of the Software Package and shall continue in full force and effect until terminated pursuant to the provisions hereof.

**5.2 Termination by You.** You shall have the right to terminate this Agreement and surrender the license granted hereunder at any time.

**5.3 Termination for Cause.** Any failure to comply with the terms and conditions set forth in this Agreement shall result in automatic termination of this Agreement.

**5.4 Effects of Termination.** Immediately upon the termination of this Agreement, You shall cease use of the Software Package in any form, and destroy all copies of the Software Package in Your possession or control.

**5.5 Survival.** The following provisions shall survive termination of the Agreement for any reason: Sections 1 (Definitions); 3. (Your Obligations); 4.2 (Disclaimer of Other Warranties); 4.3 (Limitation of Liability) 5.4 (Effects of Termination); 6 (Other Provisions).

## **6. Other Provisions**

**6.1 Assignment.** You shall not be entitled to assign or otherwise transfer rights or obligations under this Agreement whether in whole or in part, except with the prior written consent of Licensor.

**6.2 Waiver.** Neither party's failure to exercise any of its rights hereunder shall constitute or be deemed a waiver or forfeiture of any such rights.

**6.3 Severability.** Wherever possible, each provision of the Agreement will be interpreted in such a way as to be enforceable and valid under applicable law. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, that provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

**6.4 Language.** This Agreement is in the English language only. All communications and notices made or given pursuant to this Agreement, and all Documentation to be provided, unless otherwise noted, shall be in the English language.

**6.5 Headings.** The headings of Sections of this Agreement are for reference only and are not to be construed in any way as terms.

**6.6 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Czech Republic.

**6.7 Entire Agreement.** This document represents the entire agreement between the parties as to the matters set forth and supersedes all prior discussions or understandings between them, whether written or oral, concerning the subject matter hereof. This Agreement may only be modified by a written document signed by an authorized representative of Licensor and You.

### **Attached Exhibits:**

Exhibit A – Third Party Software

## **Exhibit A**

### **Third Party Software**

The following software developed by third parties is part of Software.

#### **SpiderMonkey JavaScript Engine**

Available at <http://www.mozilla.org/js/>

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#### **Netscape Portable Runtime**

Available at <http://www.mozilla.org/projects/nspr/>

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#### **libCurl**

Available at <http://curl.haxx.se/libcurl/>

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#### **libsndfile**

Available at <http://www.mega-nerd.com/libsndfile/>

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#### **LibTomCrypt**

Available at <http://libtomcrypt.org/>

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#### **LibTomMath**

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#### **libcharset**

Available at <http://tartarus.org/projects/>

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#### **OpenSSL**

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