

XML Shop Connector Server License Agreement

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Summary

THIS IS A LEGAL AGREEMENT between "you", the end user of the XML Shop Connector server software, and Markt Media, a Helden, Dutch based company.

In this Agreement, any use of the capitalized term "Software" means the XML Shop Connector server software, including all versions for all platforms and any and all updates, upgrades and enhancements that are officially provided by Markt Media, Sterappel 53, 5988 ES Helden, The Netherlands.

Use of this software indicates your acceptance of these terms.

Ownership

The Software, any official accompanying documentation, and source code are owned by Markt Media. This Agreement grants permission to use the Software, but ownership remains with Markt Media.

License

This License is effective when executed by both parties and will last for a term of 1 year. Thereafter, this License shall automatically be renewed by Licensor for successive 1 year terms unless Licensee gives Licensor written notice at least 30 days before the day on which the license or renewal would expire of its intention not to renew this License.

Pricing

The price per account, with 1 user, is € 350,- per year. Payments are to be done before activation of your account. Any partial months will be prorated and included in the next billing cycle. If a payment is not received within 15 days of being due, the license may be revoked, at which time the licensor gives up the right to commercially use the XML Shop Connector server.

Termination

This Agreement may be terminated at any time by the licensor or Markt Media. Any remaining license fees will still be due and prorated for the appropriate amount of time. At the time of termination, the licensor may no longer use the XML Shop Connector server OR website.

Redistribution and Modification

Redistribution and modification of the Software is prohibited. As this Agreement, copyright information, and notification of modification are included in updates. All source code, including any modifications, regardless of whether or not they are redistributed, is also prohibited.

Change of Terms

This Agreement may need to be revised. As such, the terms and conditions of this Agreement may change at any time. Any changes will be made publicly available on the XML Shop Connector website. By accepting this Agreement, you also accept that it may change at any time.

Disclaimer of Warranty

THERE IS NO WARRANTY FOR THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE PROGRAM "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

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