Phase One SDK

Software License Agreement

Updated: January 2010

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT CAREFULLY BEFORE USING THE SOFTWARE. THIS IS AN AGREEMENT BETWEEN YOU AND PHASE ONE. BY USING THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, PROMPTLY RETURN THE SOFTWARE TO THE PLACE WHERE YOU OBTAINED IT FOR A REFUND.

1. License.

The software and any parts accompanying this License whether on disk, in read only memory or any other media (the “Software”) are licensed, not sold, to you for use only under the terms of this Software License Agreement (“License”). You own the media on which the Software is recorded but Phase One and/or Phase One's licensor(s) retain title to the Software. The Software in this package and any copies, which this License authorizes you to make, are subject to this License.

2. Grant of License.

Subject to the restrictions in Section 3, Phase One hereby grants to you the following non-exclusive rights in respect of the Software subject to your fulfillment of the relevant criteria. The rights granted to you are personal and non-transferable. Your rights under this License will terminate automatically without notice from Phase One if you fail to comply with any term(s) of this License.


3.1 You may not use the Software in any application or situation where any failure of the Software could lead directly to death, personal injury, or severe physical or environmental damage, including without limitation using the Software for controlling the operation of equipment in any nuclear facilities; aircraft navigation, communications or flight control systems; air traffic control systems; mass transit systems; applicable medical equipment; or weapons systems.

3.2 This License only gives you some rights to use the Software. Phase One reserves all other rights. Except as permitted by applicable law you may not decompile, reverse engineer, or disassemble the Software. You may not modify, rent, lease, loan, distribute, sub-license, transmit the Software over a network or otherwise provide commercial hosting services with the Software.

4. Disclaimer of Warranty on Software.

You expressly acknowledge and agree that use of the Software is at your sole risk. The Software is provided “AS IS” and without warranty of any kind, and Phase One expressly disclaims all warranties, express or implied, including,
but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Phase One does not warrant or make any representations regarding the use or the results of the Software or related documentation in terms of their correctness, accuracy, reliability, or otherwise. No oral or written information or advice given by Phase One or its authorized representative shall create a warranty. Should the Software prove defective, you (and not Phase One or a Phase One authorized representative) assume the entire cost of all necessary servicing, repair or correction. Some jurisdictions do not allow the exclusion so this limitation may not apply to you.

5. Limitation of Liability.

Under no circumstances, including negligence, shall Phase One be liable for any incidental, special, indirect or consequential damages arising out of or relating to this license or the Software, nor shall Phase One be liable for direct damages arising out of or relating to this license or the Software. Some jurisdictions may not allow this limitation of incidental, consequential or other damages so this limitation may not apply to you. In no event shall Phase One’s total liability to you for all damages exceed the amount paid for this License to the Software.

6. Termination.

Phase One may terminate this License upon written notice to you due to (i) an intellectual property infringement claim relating to the Software in the event that Phase One is unable to remedy the infringement by working around such infringement or by obtaining the required license rights; or (ii) your breach of this License.


The Software is subject to U.S. export laws and regulations. You must comply with all U.S. and international export laws and regulations that apply to the Software, including its components. You represent that you have not had export privileges suspended, revoked or denied by a U.S. governmental agency.


This License shall be governed by the laws of the Kingdom of Denmark. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this License shall continue in full force effect.

9. Complete Agreement.

This License constitutes the entire agreement between the parties with respect to the use of the Software and supersedes all prior or contemporaneous understandings regarding such matter. No amendment to or modification of this License will be binding unless in writing and signed by Phase One. If Phase One, at its discretion, releases an update to the Software, such update will be governed by the same terms and conditions as this License.