

Free Software License for Binary Distributions

proconX Pty Ltd, Brisbane/Australia, ACN 104 080 935

Revision 4, October 2008

Definitions

"Software" refers to the collection of files, including, but not limited to, source code, programs, binary executables, images, and scripts, which are distributed by *proconX*.

"Copyright Holder" is whoever is named in the copyright or copyrights for the Software.

"You" is you, if you are thinking about using, copying or distributing this Software.

License Terms

1. You may use this Software for commercial or non-commercial purposes without charge if You accept this License.
2. You are not required to accept this License, since You have not signed it. However, nothing else grants You permission to use or distribute the Software or its derivative works. These actions are prohibited by law if You do not accept this License. Therefore, by using or distributing the Software (or any work based on the Software), You indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or using the Software or works based on it.
3. You may not copy, modify, sublicense, or distribute the Software except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense or distribute the Software is void, and will automatically terminate your rights under this License.
4. You may make binary copies of this Software and individual parts of this Software for your own purpose without restriction.
5. If you wish to incorporate parts of the Software into other programs and/or if you wish to obtain the source code, write to the author.
6. You may distribute this Software as a whole, provided that:
 - a. it includes all of the original Copyright Notices and associated Disclaimers and License documents;
 - b. You leave the original Software distribution unmodified;
 - c. and it includes all accompanying documentation.
7. You may charge a reasonable copying fee for any distribution of this Software. You may not charge a fee for this Software itself. However, You may distribute this Software in aggregate with other (possibly commercial) programs as part of a larger (possibly commercial) software distribution provided that You do not advertise this Software as a product of your own.
8. The name of the Copyright Holder may not be used to endorse or promote products derived from this software without specific prior written permission.
9. BECAUSE THE SOFTWARE IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THE SOFTWARE, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED

IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE SOFTWARE "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 SOFTWARE IS WITH YOU. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

10. IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY MODIFY AND/OR REDISTRIBUTE THE SOFTWARE AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE SOFTWARE TO OPERATE WITH ANY OTHER SOFTWARE), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
11. This License is governed by the laws of Queensland, Australia, excluding choice of law rules. If any part of this License is found to be in conflict with the law, that part shall be interpreted in its broadest meaning consistent with the law, and no other parts of the License shall be affected.