

License Agreement for Octaga Player

Please read carefully! This is important.

Octaga Player Copyright © 2010 by Octaga AS.

This license agreement applies to all versions of Octaga Player.

All rights of any kind in Octaga Player are entirely and exclusively reserved to and by Octaga AS.

Your Agreement to this License

By using, copying, transmitting, distributing or installing Octaga Player, you agree to all of the terms in this agreement. If you do not agree to the terms of this License, then do not use, copy, transmit, distribute, or install Octaga Player.

Scope of License

Octaga Player is available as unregistered license and registered license.

The unregistered license of Octaga Player is limited to personal non-commercial use.

For all other use, including academic or commercial use, you must purchase and an registered license of Octaga Player from Octaga AS.

A registered license of Octaga Player will enable extended functionality like Viewpoint Editing, Video Export and Full Screen Display (stand-alone version only), remove the Octaga start up dialog and the Octaga logo from the player window. The registered license of Octaga Player is restricted to one named user and one personal computer.

A valid license of Octaga Player can easily be purchased through the Octaga web portal via a link in Octaga Player. Ask for a quote on web distribution license, volume license or company license at sales@octaga.com

You may not:

- Install the registered license on more than one computer unless there is a valid volume license or company license.
- Make any temporary or permanent reproduction of Octaga Player by any means or in any form, in whole or in part;
- Make any translation, adaptation, arrangement or any other alteration of Octaga Player
- Make any form of distribution to the public of Octaga Player, in whole or in part, or of copies thereof;
- Make any communication, display or performance to the public of Octaga Player;
- Disseminate, sell, give away, hire, lease, offer or expose for sale or distribute Octaga Player, or another product wholly or partially derived from any of the foregoing;
- Assign, transfer, sell, lease, rent, charge or otherwise deal in or encumber Octaga Player or use it on behalf of any third party, or make available the same to any third party without the prior written consent of Octaga AS;
- Copy, adapt or reverse compile the whole or any part of Octaga Player;
- Remove or alter any copyright or other proprietary notice from Octaga AS
- Use Octaga Player as stand-alone, plug-in or as part of any commercial service without permission from Octaga.

A breach of this license Agreement is subject to persecution in the Norwegian Court of Law, Oslo.

Octaga AS may terminate this agreement if you breach any of the terms of this agreement and

fail to remedy such a breach within fifteen (15) days of receipt of written notice from Octaga AS. Upon such termination you shall destroy Octaga Player, and any back-up or archival copy of Octaga Player and you shall provide written certification of such destruction to Octaga AS.

You may terminate this Agreement at any time by destroying Octaga Player and any back-up or archival copy of Octaga Player.

All provisions of this Agreement which in order to give effect to their meaning need to survive its termination shall remain in full force and effect thereafter.

Warranty Disclaimers and Liability Limitations

Octaga Player, and any accompanying software, files, data and materials, are distributed and provided "AS IS" and with no warranties of any kind, whether expressed or implied. You acknowledge that good data processing procedure dictates that any program, including Octaga Player, must be thoroughly tested with non-critical data before you rely on it, and you hereby assume the entire risk of using the program. This disclaimer of warranty constitutes an essential part of this License.

In no event shall Octaga AS, or its principals, shareholders, officers, employees, affiliates, contractors, subsidiaries, or parent organizations, be liable for any indirect, incidental, consequential, or punitive damages whatsoever relating to the use of Octaga Player.

Third Party Software:

FreeType

This software is based in part on the work of the FreeType Team (www.freetype.org).

FTGL

FTGL Copyright (C) 2001-3 Henry Maddocks

GLU

This software is based in part on the GLU library. The Original Code is Copyright (c) 1991-2000 Silicon Graphics, Inc. GLU is covered by the SGI FreeB license: <http://oss.sgi.com/projects/FreeB>

JPEG Decoder

This software is based in part on the work of the Independent JPEG Group.

JPEG2000 Decoder

Copyright (c) 2001-2003, David Janssens

Copyright (c) 2002-2003, Yannick Verschuere

Copyright (c) 2003-2005, Francois Devaux and Antonin Descampe

Copyright (c) 2005, Herve Drolon, FreeImage Team

Copyright (c) 2002-2005, Communications and remote sensing Laboratory, Universite catholique de Louvain, Belgium

All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS 'AS IS' AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE

DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT OWNER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

OpenSSL

Copyright (c) 1998-2008 The OpenSSL Project. All rights reserved. Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
3. All advertising materials mentioning features or use of this software must display the following acknowledgment: "This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit. (<http://www.openssl.org/>)"
4. The names "OpenSSL Toolkit" and "OpenSSL Project" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact openssl-core@openssl.org.
5. Products derived from this software may not be called "OpenSSL" nor may "OpenSSL" appear in their names without prior written permission of the OpenSSL Project.
6. Redistributions of any form whatsoever must retain the following acknowledgment: "This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit (<http://www.openssl.org/>)"

THIS SOFTWARE IS PROVIDED BY THE OpenSSL PROJECT "AS IS" AND ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE OpenSSL PROJECT OR ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Open Dynamics Engine

Open Dynamics Engine
Copyright (c) 2001-2004, Russell L. Smith.
All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.

Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

Neither the names of ODE's copyright owner nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND

ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT OWNER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

PNG Decoder

This software is based in part on libpng version 1.2.14 - November 27, 2006

Copyright (c) 1998-2006 Glenn Randers-Pehrson

Copyright (c) 1996-1997 Andreas Dilger

Copyright (c) 1995-1996 Guy Eric Schalnat, Group 42, Inc.

TinyXML

This software uses TinyXML for XML parsing

Zlib

(C) 1995-2004 Jean-loup Gailly and Mark Adler

Good luck with your Octaga product.

The Octaga Team