

Raven Exhibit Five-Year Standard License Agreement

IMPORTANT! READ CAREFULLY: THIS IS A LEGAL AGREEMENT.

By clicking "Accept" or downloading or using the software, you are agreeing to be bound by this agreement ("Agreement"). If you do not agree with all the terms of this Agreement, do not accept the Agreement and do not download or use the software. If you have any questions, you may contact the K. Lisa Yang Center for Conservation Bioacoustics by telephone at 607-254-2408.

1. DEFINITIONS

1.1 "CLO" means the Cornell Lab of Ornithology, a unit of Cornell University, with offices located at 159 Sapsucker Woods Road, Ithaca, New York 14850, USA, telephone 607-254-2408.

1.2 "Raven Exhibit" means all software and content that is provided to you by CLO as part of the Raven Exhibit package, including the Raven Java archive files, the Raven installer, the Raven license file, and any sound, image, video, or text files.

1.3 "Documentation" means the written or on-line manual, help information, and other reference materials related to Raven Exhibit, provided to you by CLO.

2. GRANT OF LICENSE

2.1 Standard License Grant. Upon your acceptance of this Agreement, Cornell University ("Cornell"), by and through CLO, grants you the non-exclusive, non-transferable right to:

- a. save and use Raven Exhibit on the hard disks of one or more computers for use only by you and by individuals under your direct supervision, subject to the restriction that the software may be in use on only one computer at any one time;
- b. make one copy of Raven Exhibit for archival purposes;
- c. evaluate Raven Exhibit for use as an exhibit at your institution for a period of 10 days from the date of installation.

2.2 Limitation of License. You may not:

- a. directly or indirectly sell, lease, rent, license, sublicense, redistribute, lend, give, or transfer Raven Exhibit or the Documentation;
- b. modify, translate, or create derivative works from Raven Exhibit, the Documentation, or any part thereof;
- c. assign or otherwise transfer rights to Raven Exhibit or the Documentation or any part thereof;
- d. reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of Raven Exhibit or any subsequent version thereof or any part thereof, except as allowed by the LGPL license for some third-party libraries used in Raven Exhibit;

- e. disassemble Raven Exhibit into its constituent parts (e.g., software, sounds, images, natural history text) in order to use those parts for any other purpose besides as components of Raven Exhibit;
- f. modify Raven Exhibit or disable any of its licensing or control features.
- g. use Raven Exhibit outside of the evaluation period without purchasing or being granted an annual license.

2.3 Oracle Java SE

Use of the Commercial Features for any commercial or production purpose requires a separate license from Oracle. "Commercial Features" means those features that are identified as such in the Licensing Information User Manual - Oracle Java SE and Oracle Java Embedded Products Document, accessible at <http://www.oracle.com/technetwork/java/javase/documentation/index.html>, under the "Description of Product Editions and Permitted Features" section.

3. OWNERSHIP

3.1 Ownership. Raven Exhibit and the Documentation are owned and copyrighted by Cornell and/or Cornell's third-party suppliers. The Java Runtime Environment and some other portions of Raven Exhibit are owned and copyrighted by Oracle, Inc. ("Oracle"), and are redistributed by Cornell subject to the terms of a license agreement between Cornell and Oracle. This Agreement confers no title or ownership in Raven Exhibit or the Documentation and is not a sale of any rights in Raven Exhibit or the Documentation.

3.2 Source Code. Nothing in this Agreement grants you, and/or any person(s) acting with or for you any rights, license or interest with respect to the source code of Raven Exhibit.

4. DISCLAIMER OF WARRANTIES

RAVEN EXHIBIT AND THE DOCUMENTATION ARE PROVIDED AS IS AND CORNELL MAKES NO REPRESENTATIONS OR WARRANTIES (WRITTEN OR ORAL) REGARDING THEIR PERFORMANCE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CORNELL DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER AND TO ANY PERSON OR ENTITY, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE. NO WARRANTY IS MADE THAT ANY ERRORS OR DEFECTS IN RAVEN EXHIBIT OR THE DOCUMENTATION WILL BE CORRECTED, OR THAT THEY WILL MEET YOUR REQUIREMENTS.

5. LIMITATION OF LIABILITY

IN NO EVENT SHALL CORNELL OR ITS TRUSTEES, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR

DAMAGES OF ANY KIND RELATED TO USE OF RAVEN EXHIBIT OR THE DOCUMENTATION OR OTHERWISE ARISING UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DIRECT, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR SIMILAR DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR DATA, OR ANY OTHER LOSS) WHETHER FORESEEABLE OR NOT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH CLAIMS.

6. INDEMNIFICATION

You agree to fully indemnify and hold harmless Cornell and Oracle from and against any and all claims, liabilities, demands, suits, losses, damages, costs, settlement amounts, and/or expenses, including but not limited to attorneys' fees, arising out of your use of Raven Exhibit or any breach by you of the terms of this Agreement.

7. LACK OF MAINTENANCE OR SUPPORT SERVICES

You understand and agree that Cornell is under no obligation to provide maintenance or support services, notices of latent defects or corrections of defects for Raven Exhibit or the Documentation.

8. TERMINATION

If you breach any material term of this Agreement, Cornell may terminate the Agreement at any time. Cornell may also terminate this Agreement if Raven Exhibit becomes subject to any claim of infringement of patent, copyright or trade secret or if such a claim is likely to occur in Cornell's opinion. Upon any termination of this Agreement, you will immediately cease using Raven Exhibit and the Documentation, and certify in writing to Cornell that you have destroyed all copies of the same.

9. GOVERNING LAW

Any action related to this Agreement will be governed by the laws of the state of New York, exclusive of conflicts of law. You consent to the jurisdiction of the State of New York.