# Raven Pro Non-Profit (1 year) License Agreement

#### IMPORTANT! READ CAREFULLY: THIS IS A LEGAL AGREEMENT.

By clicking "Accept", 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 the download or installation process will stop. 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 "Software"** means all software that is provided to you by CLO as part of the Raven sound analysis program, including the Raven Java archive files, the Raven installer, and the Raven license file.
- **1.3 "Documentation"** means the written or on-line manual, help information, and other reference materials related to the Software, provided to you by CLO.

# 2. GRANT OF LICENSE

- **2.1 Subscription License Grant.** Upon your acceptance of this Agreement, CLO grants you the non-exclusive, non-transferable right to:
- (a) save and use the Software 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, for a period of three hundred sixty-five (365) days from the date of purchase;
- (b) make one copy of the Software for archival purposes;

## **2.2 Limitation of License.** You may not:

- (a) directly or indirectly sell, lease, rent, license, sublicense, redistribute, lend, give, or transfer the Software or Documentation;
- (b) modify, translate, or create derivative works from the Software or Documentation, assign or otherwise transfer rights to the Software or Documentation;
- (c) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Software or any subsequent version thereof or any part thereof;
- (d) modify the Software or disable any licensing or control features of the Software;

- (e) use the software in any public display or any display that requires an admission price to be paid to allow access to the Raven software;
- (f) charge money for any outputs of the Raven software including but not limited to electronic or printed images generated by the software.

#### 3. OWNERSHIP

- **3.1. Ownership.** The Software and Documentation are owned and copyrighted by CLO and its third-party suppliers. The Java Runtime Environment and some other portions of the Software are owned and copyrighted by Sun Microsystems, Inc. ("Sun"), and are redistributed by CLO subject to the terms of a license agreement between CLO and Sun. This Agreement confers no title or ownership in the Software or Documentation and is not a sale of any rights in the Software or 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 the Software.

#### 4. DISCLAIMER OF WARRANTIES

THE SOFTWARE AND DOCUMENTATION ARE PROVIDED AS IS AND CLO MAKES NO REPRESENTATIONS OR WARRANTIES (WRITTEN OR ORAL). TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CLO 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, TITLE, 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 THE SOFTWARE WILL BE CORRECTED, OR THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS.

# 5. LIMITATION OF LIABILITY

IN NO EVENT SHALL CLO OR ITS DIRECTORS, FACULTY, OR EMPLOYEES, BE LIABLE FOR DAMAGES TO OR THROUGH YOU OR ANY OTHER PERSON OR ENTITY FOR BREACH OF, ARISING UNDER, OR RELATED TO THIS AGREEMENT OR THE USE OF SOFTWARE OR DOCUMENTATION PROVIDED HEREUNDER, UNDER ANY THEORY 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.

## 6. INDEMNIFICATION

You agree to fully indemnify and hold harmless CLO and Sun 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 the Software.

# 7. GOVERNING LAW

Any action related to this Agreement will be governed by the laws of the state of New York. Any legal action arising from this Agreement shall be exclusively in the courts serving Tompkins County, New York. No choice of law rules of any jurisdiction will apply.