

iScreensaver Designer Software License:

<http://iscreensaver.com/license.shtml>

General Terms:

By downloading or using iScreensaver software, you hereby state and affirm that:

- You understand that you are obtaining a limited, restricted license to use the software.
- You are not purchasing or owning the software.
- All intellectual property rights, and all commercial rights, including copyright, patent, trademark, distribution, sub-resale and other rights, in perpetuity and throughout the universe, remain those of Xochi Media Inc, except for the exceptions expressly specified below.
- The software is provided AS-IS and no warranty or guarantee is provided as to its fitness for use. The user acknowledges all software contains bugs, and furthermore the user agrees that they have the ability to test the software before purchase to determine whether it suits their needs, and have done so prior to purchase.
- No refunds. No returns. All Sales are final.
- Sales Tax may be collected on orders from within the State of California.
- No fixed-media redistribution. Users are prohibited from redistributing the software on any fixed media (floppies, CDs, etc.) without prior written consent from Xochi Media Inc.
- Violation of any term of this license is cause for revocation.
- You may not distribute your license code(s) in any form.
- These terms may be changed and/or modified by Xochi Media Inc at any time.

Liability:

iScreensaver software is a tool that allows the user to bundle third party material (audio, video, still artwork, text) into a software distribution device ("Installer"). Because of the potential for violation of the Digital Millennium Copyright Act ("DMCA") and pre-existing National and International Copyright Law, you hereby state and affirm that:

- You accept full liability for any complaints and/or actions of your use of iScreensaver software.
- Specifically, by using iScreensaver software you agree that for purposes of DMCA-related liability, you agree that Xochi Media Inc., is totally immune from liability according to Subsection (C) of Sec 202, 'INFORMATION RESIDING ON SYSTEMS OR NETWORKS AT DIRECTION OF USERS', and that furthermore for any derivative works created using iScreensaver, you function as the "Designated Agent" (as per Sec 202, pp. 512) for any derivative uses that you have authored, and will maintain a website, link to it from your Installer, and provide sufficient notification on your website for complaint resolution provided by the DMCA.
- You have, and will, in all uses of iScreensaver, follow all copyright law and perform due diligence to ensure you are not a violation.

Specific rights granted under each license

As noted above, all rights are reserved, except those enumerated below.

iScreensaver Designer

Trial Version (Unlicensed):

- You may use the software on one computer.
- You may build Installers for distribution to no more than 15 people in any 6 month period, for purposes of testing only.

Personal License (Single-User):

- You may install and use the Editor/Designer software on one computer.
- You may build screensavers for use on your computer.

Note: these screensaver will operate normally

- You may distribute screensavers to friends and family (maximum 10 computers).

Note: these screensavers will operate normally, but will include occasional popup notification windows asking for full registration

- Commercial use prohibited.
- No Other Distribution Allowed.
- No customization of Installer or Control Panel.
- No use of "Alternate Content/Unlocking" feature.

Non-Profit / Non-Commercial License (Single-User):

- You must qualify for the license [by these terms](#).
- Software must be licensed in the Name of the non-profit / non-commercial entity.
- You may use the Editor/Designer Software on one or two computers.
- Non-commercial use permitted: Build royalty-free installers for internet distribution. May not be used for profit, or in support of any commercial or for-profit enterprise.

Note: these screensaver will operate normally. However, during installation, they will display the message "For Non-Commercial Use Only".

- Distribute up to 10,000 (ten thousand) copies of the installers, in aggregate.
- No use of "Alternate Content/Unlocking" feature.
- Partial Customization of the Installer and Control Panel.

Limited Distribution License (Single-User):

- You may use the Editor/Designer Software on one or two computers.
- Commercial use permitted: Build royalty-free installers for internet distribution, for sales or profit.

Note: these screensaver will operate normally. No popup windows or notifications

- Distribute up to 10,000 (ten thousand) copies of the installers, in aggregate.
- No use of "Alternate Content/Unlocking" feature.
- Partial Customization of the Installer and Control Panel.

Unlimited Distribution License (Single-User):

- You may use the Editor/Designer Software on one or two computers.
- Commercial use permitted: Build royalty-free installers for internet distribution, for sales or profit.
- Distribute unlimited copies of the installers.
- You may use the 'Locking' features to sell unlocking codes to your customers.
- Full Customization of the Installer and Control Panel.

Unlimited Site Distribution License (Site License):

- All rights of the *Designer Unlimited Distribution License (Single-User)*, plus:
- You may use the Editor/Designer Software on multiple computers in your organization, at a single site.

Upgrade Policy:

- Minor bug fixes and other minor revisions are free (i.e. 2.1 to 2.11).
- Major enhancements (i.e. 2.1 to 2.2) may require upgrade fee at our discretion.

iScreensaver Designer ® and © 2006 Xochi Media Inc.
www.iscreensaver.com