End-user license agreement (EULA) for the software Colibrico

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Programmers of Colibrico

This software is a collaboration of Jürgen Schaetzke IT Beratung & Programmierung and Olaf Schmidt (author of the vbRichClient 5.0)

Preamble

Please read the license agreement accurately.
If you don't agree with the license agreement, you are not allowed to use the software and the graphics. If you have questions about the agreement or the rightful usage of the software and graphics please send us an email.

Test the software Colibrico before purchasing it, to be sure, that it is compatible with your system. There is no refund for software-downloads because the download is not appropriate for sending back on the basis of its composition.

This is a license agreement between you (hereinafter referred to as the licensee) and Jürgen Schaetzke IT Consulting & Programming and Olaf Schmidt (these are referred to as Licensor). To use the software Colibrico and the supplied graphics following license terms apply:

License-object

License-objects are the software Colibrico and the included graphics.
The license object will be offered only as a download.

Licensing

The Licensor grants a nonexclusive, nontransferable, limited license for the download, installation and usage of the software and its graphics for commercial and private purposes only in accordance with the terms of the agreement.

The graphics may be used in software projects, the frame of web-presences and other graphical designs i.e. print media.

The graphics may be converted in other data formats, if it is necessary for its intended purpose. The purchaser is eligible to copy the software only for safety measures.

Restrictions

The usage of the software is limited to one computer.
The private or commercial usage of the graphics, which come with Colibrico, is only allowed with a valid license of Colibrico. The licensee is not entitled to distribute the graphics, which are delivered

with Colibrico, in the original state or modified for free use to third parties. This does not affect the rights of use in software, web pages and graphical designs, e.g. Print media.

The licensee is also not eligible to translate the software in whole or parts, rework, decompile, disassemble or change it without a written permission of the licensor.

System requirements

The software runs only on windows operating systems starting with the version XP. In the delivery of the software, the graphics are packed. On the first run of Colibrico the graphics get extracted. For that there needs to be 250 MB worth of free disk-storage. For faster graphic operations and the creation of bigger icon-sets at least 4 GB of RAM are recommended and a processor with a clock rate of 2 Ghz or higher.

Minimum requirements:
Windows operating system off XP version
Hard drive: 250 MB free storage
RAM: 2 GB
Processor clock rate: 1 GB
Graphics card: 16-Bit: graphics card at least 64 MB VRAM

The licensee is responsible to fit the necessary system requirements for running the software.

Trial version

A free trial version without support stands at disposal for you. The licensor gives no Warranty to the software. The licensor offers no product support for the trial version.

Guarantee and liability

The Licensor guarantees the licensees, which are users, for a period of 2 years and towards customers who are businessman for a period of 6 month starting from the day of the delivery, that the delivered software is basically free from production errors. Every further guarantee, especially the one that the software is suitable for the aim and the technical stood of the customer is particularly excluded. The Licensor can't be held liable for damages (including damage from lost profit, business interruption or other financial losses). That does not apply if the damage was caused by the carelessness or intention of the Licensor or a fault triggered by a missing feature that was promised beforehand. A liability for secondary failures in form of a defect is impossible if not caused through intentional or rough recklessness of the Licensor. In every case the liability of the Licensor is limited to the amount the customer has pay for the software. Any claimed damages that may arise against the Licensor are not assignable.

The knowledge of a grave lack in the software needs to be passed on to the Licensor as fast as possible so that the mistake can be fixed soon after. The licensee is responsible to keep the costs

for damages and secondary failures with it the liability costs as small as possible. This can e.g. be done through the creation of disk backups. Colibrico contains a function to make a backup of the database of Colibrico.

Software update/modification

The Licensor is willing to improve the software and services. The Licensor reserves the right to change, suspend or cease the software or services at any time.

External licenses of third-party suppliers

Colibrico is partly based on the free COM- library vbRichClient 5.0 (in short RC5) developed by Olaf Schmidt. The files for that were placed in the bin folder of the program-path. RC5 poses Open Source functionality e.g. the SQLite3-Engine or the Cairo graphic-library in form of COM-Wrapper-classes at disposal. Down under you can find the license data for the Open Source components used in the RC5 under the headline:
"License information on open source program parts that are used in vbRichClient 5.0"

The wallpaper in Colibrico was [designed by Freepik](#)

Usable rights/legal domicile

For this license condition and its interpretation applies the law of the German federal republic. Legal Jurisdiction is Lampertheim if the customer is a registered trader.

Should single terms of this license agreement be ineffective the validity of the other terms stays unaffected. In such a case the Licensor and the licensee will attempt to find an effective term instead of the non-effective one which still comforts both parties in their economic interests and is closest to the economic meaning of the old clause.

The Licensor reserves the right to alter the end-user license agreement at any time without an announcement.

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License information on open source program parts that are used in vbRichClient 5.0

The sqlite3-engine which is included in the vb_cairo_sqlite.dll, is public domain due to the generous D.R. Hipp (www.sqlite.org)- but the lib-functionality also contains some differently licensed sub-parts, as are:

- libcairo (antialiased Vector- and Pixel-Graphics)
LGPL/MPL license (http://cairographics.org/)
- FastLZ (compression-algos, included as Source-Modules):
MIT-license http://www.fastlz.org/

- ZLib (higher compression, well-balanced compr./decomp. Speed):
ZLib-license http://www.gzip.org/zlib/zlib_license.html

- LZMA (highest compression, decomp. fast, compr. slow):
Public Domain license http://www.7-zip.org/sdk.html

- libpixman (fast, optimized pixel-surface-routines):
BSD-like license as mentioned here: http://www.linfo.org/bsdlicense.html

- libPng:
PNG-license http://www.libpng.org/pub/png/src/libpng-LICENSE.txt

- chipmunk (2D-physics engine):
MIT-license http://howlingmoonsoftware.com/chipmunk.php

- libjpeg-turbo (superfast JPG De- and Encoding):
wxWindows-license (resembling and in many parts identical to LGPL)
http://www.wxwidgets.org/about/licence3.txt

- libqrencode (the "quasi-standard" by Kentaro Fukuchi):
LGPL 2.1 license http://fukuchi.org/works/qrencode/ (https://www.gnu.org/licenses/lgpl-2.1.html)

- quirc-library (small and efficient QR-Decoding by Daniel Beer)
https://github.com/dlbeer/quirc
The quirc-license is a "personalized license" which comes below: Copyright (C) 2010-2012 Daniel Beer dlbeer@gmail.com
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Olaf Schmidt
(In August 2011)