

# OptimTalk Desktop Suite Professional Evaluation License Agreement

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OptimSys, s.r.o.  
Domovina 752/8  
77900 Olomouc  
Czech Republic  
(hereinafter referred to as "Licensor")

and:

you – either an individual or a single entity  
(hereinafter referred to as "You", "Your").

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**5.5 Survival.** The following provisions shall survive termination of the Agreement for any reason: Sections 1 (Definitions); 3. (Your Obligations); 4.2 (Disclaimer of Other Warranties); 4.3 (Limitation of Liability) 5.4 (Effects of Termination); 6 (Other Provisions).

## **6. Other Provisions**

**6.1 Assignment.** You shall not be entitled to assign or otherwise transfer rights or obligations under this Agreement whether in whole or in part, except with the prior written consent of Licensor.

**6.2 Waiver.** Neither party's failure to exercise any of its rights hereunder shall constitute or be deemed a waiver or forfeiture of any such rights.

**6.3 Severability.** Wherever possible, each provision of the Agreement will be interpreted in such a way as to be enforceable and valid under applicable law. If any term or provision of this Agreement is determined to be

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**6.4 Taxes.** You shall pay any applicable taxes in respect of the licenses granted and fees paid in connection with this License Agreement except taxes based on Licensor's net income.

**6.5 Language.** This Agreement is in the English language only. All communications and notices made or given pursuant to this Agreement, and all Documentation to be provided, unless otherwise noted, shall be in the English language.

**6.6 Headings.** The headings of Sections of this Agreement are for reference only and are not to be construed in any way as terms.

**6.7 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Czech Republic.

**6.8 Entire Agreement.** This document represents the entire agreement between the parties as to the matters set forth and supersedes all prior discussions or understandings between them, whether written or oral, concerning the subject matter hereof. This Agreement may only be modified by a written document signed by an authorized representative of Licensor and You.

**Attached Exhibits:**

Exhibit A – Third Party Software

## **Exhibit A**

### **Third Party Software**

The following software developed by third parties is part of Software.

#### **SpiderMonkey JavaScript Engine**

Available at <http://www.mozilla.org/js/>

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#### **libsndfile**

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#### **OpenSSL**

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