

# TwistySim Commercial Licence Agreement 1.0

## 1. Introduction

This Commercial Licence Agreement ("Agreement") is made and entered into as of the Effective Date (as defined below) by and between:

- **Licensor:** Conrad Rider, identified on LinkedIn profile <https://www.linkedin.com/in/conradrider>.
- **Licensee:** The individual or entity identified by their Open Collective account associated with a recurring annual contribution of One Hundred Twenty U.S. Dollars (\$120 USD) or more to the "TwistySim" Collective on the Open Collective platform (<https://opencollective.com/twistysim>).

## 2. Definitions

- **Effective Date:** The date on which the Licensee makes their first recurring annual contribution of \$120 USD (or more) to the "TwistySim" Collective on Open Collective.
- **Open Collective:** The online platform located at <https://opencollective.com> that facilitates financial contributions to collectives.
- **Software:** The computer program(s) identified as TwistySim, including any associated documentation (<http://cube.rider.biz/twistysim.html>).

## 3. Grant of License

In consideration of the payment by Licensee of the annual licence fee of One Hundred Twenty U.S. Dollars (\$120 USD) through a recurring contribution to the "TwistySim" Collective on Open Collective, Licensor hereby grants to Licensee a non-exclusive, non-transferable, worldwide licence to use, copy, modify, and distribute the Software for Commercial Use during the Term (as defined below).

## 4. Verification of License

Licensor shall identify the Licensee based on the Open Collective account associated with the recurring annual contribution of \$120 USD (or more) to the "TwistySim" Collective. A confirmation email from Open Collective regarding the contribution will serve as verification of the Licensee's eligibility to use the Software for Commercial Use under this Agreement.

## **5. Restrictions on Use**

- Licensee may not sublicense the Software or grant any third-party rights to the Software without the prior written consent of Licensor.
- Licensee may not modify or create derivative works of the Software in a way that removes or alters copyright or trademark notices.
- Licensee may not reverse engineer, decompile, or disassemble the Software except to the extent applicable laws specifically permit such activities to achieve interoperability with other software.

## **6. Term and Termination**

This Agreement shall be effective as of the Effective Date (as defined above) and shall continue for a period of one (1) year from the Effective Date (the "Term"). This Agreement will automatically renew for successive one (1) year terms as long as the Licensee maintains a recurring annual contribution of \$120 USD (or more) to the "TwistySim" Collective on Open Collective. This Agreement may be terminated by either party upon thirty (30) days' prior written notice to the other party.

## **7. Fees and Payment**

Licensee agrees to maintain a recurring annual contribution of One Hundred Twenty U.S. Dollars (\$120 USD) or more to the "TwistySim" Collective on Open Collective as a condition of this Agreement. Payment is facilitated through the Open Collective platform.

## **8. Warranties and Disclaimers**

THE SOFTWARE IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. LICENSOR MAKES NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE OR WILL MEET THE REQUIREMENTS OF LICENSEE.

## **9. Indemnification**

Licensee agrees to indemnify and hold harmless Licensor, its officers, directors, employees, agents, and affiliates, from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to Licensee's use of the Software, including any breach of this Agreement by Licensee.

## **10. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales without regard to its conflict of laws provisions.

## **11. Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

## **12. Severability**

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

## **13. Waiver**

No waiver of any breach of any provision of this Agreement shall be deemed a waiver of any subsequent breach. Written consent will be required for any waiver of a provision of this Agreement.