RockyGuard Library Software License Agreement

Version 1.4.0

RockyGuard - C++ License Checking Library

This document provides comprehensive documentation for the RockyGuard library, a C++17 library for node-locked and floating license management.

RockyGuard Library - Software License Agreement

Version 1.0

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This Software License Agreement (the "Agreement") is entered into as of the Effective Date set forth in the accompanying vendor license file, by and between:

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1.2 "Vendor License" means the signed JSON credential file issued by Licensor

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bindings, usage limits, and expiry date.
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1.4 "Licensee Application" means the software product(s) developed by

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1.5 "End User" means a natural person or legal entity that uses Licensee

Application under an End-User License.

1.6 "Tier" means Basic or Premium, as indicated in the Vendor License and

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(b) integrate the Software's client-side components (LicenseVerifier, FloatingLicenseClient, HardwareFingerprint) into Licensee Application for distribution to End Users solely to authenticate End-User Licenses issued by Licensee;

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3. RESTRICTIONS

Licensee shall not, and shall not permit any third party to:

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or any portion thereof to any third party except as expressly permitted
in Section 2.1(c);
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including but not limited to LicenseGenerator, FloatingLicenseServer,
vendor_license_create tool, integrity_sign tool, or Licensor's vendor
public key materials beyond those embedded in the distributed library
binaries;
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3.3 distribute, disclose, or grant any third party access to the Vendor

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License file, Licensee's private signing keys, or Licensor's private
vendor key;
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3.4 reverse engineer, decompile, disassemble, or attempt to derive the

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source code of the Software, except to the extent such activity is
expressly permitted by applicable law notwithstanding this restriction;
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3.5 modify, patch, or otherwise alter the compiled Software binaries, or

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attempt to circumvent the Software's binary integrity verification,
signature verification, clock-manipulation detection, hardware
fingerprinting, or any other technical enforcement mechanism;
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3.6 delete, tamper with, or otherwise attempt to reset the Software's

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persistent state (including but not limited to time anchor files,
generation counter files, integrity signature files, or registry
entries) with intent to circumvent the Generation Limit, expiry, or
other usage restrictions specified in the Vendor License;
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3.7 generate End-User Licenses in excess of the Generation Limit specified

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in the Vendor License, whether by technical circumvention, re-
installation, machine cloning, clock manipulation, or any other means;
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3.8 use the Software on machines not authorized by the Vendor License, or

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permit machines beyond the authorized set to invoke license-generation
functionality;
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3.9 use the Software in any manner that violates applicable law, infringes

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the intellectual property rights of any third party, or is intended to
transmit malware or other harmful code;
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3.10 remove, obscure, or alter any copyright, trademark, or other

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 proprietary notices contained in or on the Software.
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5.1 Licensee shall pay Licensor the fees specified in the applicable order

form, purchase order, or quotation (the "Order"). All fees are non-refundable except as expressly provided in this Agreement or required by applicable law.

5.2 Unless otherwise stated in the Order, all fees are exclusive of taxes.

Licensee is responsible for all applicable taxes other than taxes based on Licensor's net income.

5.3 Late payments may accrue interest at the lesser of 1.5% per month or

the maximum rate permitted by applicable law. Licensor may suspend issuance of new Vendor Licenses or updates while Licensee's account is overdue.

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6.1 This Agreement commences on the Effective Date and continues until the

expiry date specified in the Vendor License, unless earlier terminated (the "Term").

6.2 Licensor may terminate this Agreement immediately upon written notice

if Licensee materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof, or immediately and without opportunity to cure in the case of breaches of Sections 3.2, 3.3, 3.4, 3.5, 3.6, or 3.7.

6.3 Upon termination or expiry:

(a) all rights granted to Licensee under Section 2 cease;

(b) Licensee shall cease all use of the Software and destroy all copies of server-side Software components (including the Vendor License file) within Licensee's control;

(c) Licensee may continue to distribute copies of Licensee Application that were compiled and built prior to termination, provided that such distribution does not require Licensee to generate new End-User Licenses;

(d) End-User Licenses validly issued prior to termination remain valid for their stated term.

6.4 Sections that by their nature should survive termination (including

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7.1 Licensor warrants that, for a period of ninety (90) days from the

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8. LIMITATION OF LIABILITY

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EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, OR LOSS OF DATA, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 EXCEPT FOR LIABILITY ARISING FROM LICENSEE'S BREACH OF SECTION 3 OR

EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, EACH PARTY'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY LICENSEE TO LICENSOR IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

8.3 THE LIMITATIONS IN THIS SECTION 8 SHALL APPLY NOTWITHSTANDING THE

FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THESE LIMITATIONS REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES AND ARE AN ESSENTIAL BASIS OF THE BARGAIN.

9. INDEMNIFICATION

9.1 By Licensor. Licensor shall defend, indemnify, and hold harmless

Licensee from any third-party claim alleging that the Software, as provided by Licensor and used in accordance with this Agreement, infringes any patent, copyright, or trademark, and shall pay any damages finally awarded by a court of competent jurisdiction. Licensor's obligations under this Section do not apply to claims arising from: (a) modifications to the Software not made by Licensor; (b) combination of the Software with products or services not provided by Licensor; or (c) use of the Software outside the scope of this Agreement.

9.2 By Licensee. Licensee shall defend, indemnify, and hold harmless

Licensor from any third-party claim arising from: (a) Licensee Application; (b) End-User Licenses generated by Licensee; (c) Licensee's breach of this Agreement; or (d) Licensee's violation of applicable law.

9.3 Procedure. The indemnified party shall: (a) promptly notify the

indemnifying party in writing of the claim; (b) grant the indemnifying party sole control of the defense and settlement; and (c) provide reasonable cooperation at the indemnifying party's expense.

10. CONFIDENTIALITY

10.1 Each party may disclose to the other ("Receiving Party") non-public

information that is designated as confidential or that a reasonable person would consider confidential under the circumstances ("Confidential Information"). Confidential Information of Licensor includes the Software source code (to the extent Licensee obtains access thereto), Licensor's private keys, pricing, and roadmap. Confidential Information of Licensee includes Licensee's private keys, End-User data, and customer lists.

10.2 The Receiving Party shall: (a) use Confidential Information only to

perform its obligations or exercise its rights under this Agreement; (b) protect Confidential Information with the same degree of care it

uses to protect its own confidential information, but in no event less than reasonable care; and (c) not disclose Confidential Information to any third party except to employees, contractors, or agents who have a need to know and who are bound by confidentiality obligations no less protective than those in this Section.

10.3 Confidential Information does not include information that: (a) is

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11.1 The Software collects and persists locally: hardware fingerprints

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11.2 Licensee is responsible for compliance with applicable data protection

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12. GENERAL PROVISIONS

12.1 Governing Law. This Agreement shall be governed by the laws of

the Province of Ontario, Canada, without regard to conflicts of law principles. The parties submit to the exclusive jurisdiction of the courts of the Province of Ontario, Canada for any dispute arising under this Agreement.

12.2 Export Control. Licensee shall comply with all applicable export

control laws and regulations, including without limitation the U.S. Export Administration Regulations.

12.3 Entire Agreement. This Agreement, together with the Vendor License

file and any Orders referenced herein, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements regarding the subject matter.

12.4 Amendments. Any amendment to this Agreement must be in writing and

signed by authorized representatives of both parties.

12.5 Severability. If any provision of this Agreement is held to be

unenforceable, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall remain in full force and effect.

12.6 Waiver. No waiver of any breach shall be deemed a waiver of any subsequent breach. Waivers must be in writing to be effective.

12.7 Assignment. Licensee may not assign this Agreement without Licensor's prior written consent, except to a successor in connection with a merger, acquisition, or sale of substantially all of Licensee's assets, provided such successor assumes all obligations of this Agreement. Any attempted assignment in violation of this Section is void.

12.8 Notices. Notices under this Agreement shall be in writing and delivered to the addresses specified in the Order or Vendor License.

12.9 Force Majeure. Neither party shall be liable for delays or failures in performance caused by circumstances beyond its reasonable control, excluding payment obligations.

12.10 Independent Contractors. The parties are independent contractors. This Agreement does not create a partnership, joint venture, or agency relationship.

ACCEPTANCE

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