

## How to License StuffIt InstallerMaker

The License Agreement for StuffIt InstallerMaker can be found in the same folder as the User's Guide after installing InstallerMaker on your computer. A free evaluation copy can be found on the web at:

<http://www.stuffit.com/mac/installermaker/index.html>

The License Agreement is a document that needs to be completed by every customer who uses InstallerMaker.

### Terms of Agreement

InstallerMaker is generally licensed for a period of one year with sequential yearly renewals. The yearly fee for InstallerMaker includes the Software, full developer support, and free upgrades for the term of the license. Thirty days prior to the expiration of the license, we will mail the licensee a renewal notice to continue usage of InstallerMaker for an additional term.

### Completing a License Agreement for InstallerMaker

1. Please read over the entire License.
2. On page one - fill in the date and provide the name of your company and mailing address in the space provided.
3. On page two - sign the agreement and include a printed or typed name, title, and date.
4. On page three - complete Schedule A using the guidelines below.

### Schedule A Guidelines

License Fee: Fill in the appropriate fee according to your usage. If you have not been quoted a fee for your particular usage, please contact our Developer Sales and Licensing Group. The fee is based on the type and amount of use of InstallerMaker.

Distribution Commencement Date: This is the actual date that you will begin distribution/using InstallerMaker. If you will be using InstallerMaker for internal usage, this date will be the date you begin using the software internally. The renewal period begins 12 months from this date for year-long terms.

Licensee's Software Will Be Distributed: Please designate your particular usage by checking between the appropriate parenthesis.

For Commercial use, provide the name of your software application that will be distributed using StuffIt InstallerMaker and the maximum number of units per year that you will be distributing. Non-Commercial use is generally internal company use. Please fill in the name of department and the number of Macintoshes covered by the Software License.

### How to Get an InstallerMaker Registration Number

The agreement needs to be signed and submitted with payment, prior to receiving a registration

number for InstallerMaker. This registration number will turn the evaluation copy of InstallerMaker (whether the downloaded version or CD-ROM) into a full-working version of the Software. Same day licensing can be provided if the order is faxed with credit card information to the Licensing Department. There are no shipping and handling fees for InstallerMaker.

Accepted methods Of Payment: A check in US dollars or credit card information (we accept Visa, MasterCard, Discover, and American Express - please include expiration date), additionally, a purchase order with net thirty-day terms may be accepted at our discretion.

## **Commonly Asked License Agreement Questions**

Q. If I am a consultant creating software for a client, who needs to sign the License Agreement?

A. The legal owner of the software needs to sign the License Agreement for a commercially sold product. If the product is a promotional piece, the consultant can be the Signor.

Q. What is considered commercial vs. non-commercial usage?

A. As an easy guideline, if you distribute your software outside of your company, then you want a "commercial" license. If your software is distributed only within your department or company, and will only be installed on company owned Mac's, then you want an "internal" license (non-commercial).

Q. Who Pays Tax?

A. California businesses need to add 8.00% tax if they are using InstallerMaker for internal usage or if they do not have a California resale number.

## **How To Reach Developer Sales:**

Smith Micro Software Inc.  
Allume Systems/Consumer Division  
185 Westridge Drive  
Watsonville, CA 95076

ph: 831/761-6200

fax: 831/761-6209

dev.sales@allume.com

<http://www.allume.com>

<http://www.smithmicro.com>

<http://www.stuffit.com>

**SMITH MICRO, INC.**  
**STUFFIT INSTALLERMAKER LICENSE AGREEMENT**

AGREEMENT made of this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_ by and between Smith Micro Software, Inc., a Delaware corporation, with its principal place of business at 51 Columbia Blvd, Aliso, CA 92656 ("Smith Micro") and \_\_\_\_\_ with a place of business at \_\_\_\_\_ ("Licensee").

**1. Grant of License.** Subject to the terms and conditions set forth herein, Smith Micro hereby grants to Licensee, a non-exclusive, non-transferable license to use Smith Micro's InstallerMaker computer software for the purpose of distributing Licensee's computer software and to copy and distribute those portions of InstallerMaker which are automatically embedded into Licensee's software. Use of InstallerMaker shall be limited to the Licensee's software identified on Schedule A and shall not be used in connection with any other software without executing a separate license agreement for such software.

**2. Use of Software.**

a. The term of this license shall commence upon the execution hereof and shall continue for one (1) year unless sooner terminated pursuant to the terms herein.

b. This Agreement shall be automatically renewed for additional one (1) year periods unless either party notifies the other, in writing, of its desire to discontinue this Agreement at least thirty (30) days prior to the expiration of a term of this Agreement.

c. Licensee shall not modify, translate, decompile nor create or attempt to create, by reverse engineering or otherwise, the source code from the object code supplied hereunder or adapt InstallerMaker in any way or use it to create a derivative work. No portion of InstallerMaker shall be distributed to any third party except as automatically embedded in Licensee's software. Licensee shall not alter or change Smith Micro's copyright notices as contained in InstallerMaker.

**3. Licensee Fees.**

a. For the initial term hereof, Licensee shall pay the License Fee set forth on Schedule A, payable upon the execution hereof.

b. The license fee for each renewal term shall be Smith Micro's then-current fees for InstallerMaker. Smith Micro shall invoice Licensee thirty (30) days in advance of the expiration of a renewal term for the license fee due for the next renewal term. Each such invoice shall be payable within thirty (30) days from the receipt of Smith Micro's invoice. Overdue balances shall bear interest at the rate of one and one-half percent (1 1/2%) per month from the original due date of the invoice.

**4. Warranties.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, SMITH MICRO MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In the event Smith Micro fails to remedy material defects in InstallerMaker, Licensee's sole remedy shall be to receive a refund of any license fees paid hereunder for the current term of this License. SMITH MICRO SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES EVEN IF SMITH MICRO HAS

BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SMITH MICRO'S LIABILITY FOR ANY REASON AND UPON ANY CAUSE OF ACTION WHATSOEVER EXCEED THE PAYMENTS MADE BY LICENSEE TO SMITH MICRO UNDER THIS AGREEMENT.

5. **Termination.** Smith Micro shall have the right to terminate this Agreement upon thirty (30) days written notice to Licensee upon: (a) violation or breach by Licensee, its officers or employees of any provisions of this Agreement, including, but not limited to, payment; (b) the termination of the business of the Licensee; (c) voluntary or involuntary filing of bankruptcy petition or similar proceeding under state law with respect to Licensee; or (d) Licensee's becoming insolvent or making any assignment for the benefit of creditors. Upon termination, Licensee shall immediately cease all use of the Software.

6. **Copies of Licensee's Software.** Licensee shall provide Smith Micro, at no charge, one copy of each version of Licensee's software including any updates thereto, within ten (10) days of Licensee's first distribution of such software.

7. **Miscellaneous.** This Agreement and performance hereunder shall be governed by the laws of the State of California. If any of the provisions of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted. Licensee may not assign or sub-license, without prior written consent of Smith Micro, its rights, duties or obligations under this Agreement, in whole or in part, to any person or entity, which consent shall not be unreasonably withheld. Any such attempted assignment or sub-license shall be void and shall constitute a material breach of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date set forth above.

Smith Micro :

Licensee:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed / Typed Name

\_\_\_\_\_  
Printed / Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

SCHEDULE A

**Software Distributed without Transaction Processing Technology**

License Fee:

The licensee will pay a licensing fee of \_\_\_\_\_ (\$ ) dollars for the initial term of this license.

Distribution Commencement Date: \_\_\_\_\_, 200\_\_.

Licensee's Software will be distributed:

☐ Commercially

Your Product Name: \_\_\_\_\_

#Units/Year: \_\_\_\_\_

☐ Non-Commercially

Department Name: \_\_\_\_\_

#Machines: \_\_\_\_\_

Please place an "x" by your preferred method of payment:

\_\_\_ Bank Check

\_\_\_ Credit Card

\_\_\_ Visa

\_\_\_ American Express

\_\_\_ Mastercard

\_\_\_ Discover

Please provide your credit card number and expiration date below:

\_\_\_\_\_ exp. date \_\_\_\_\_

Please provide the name on the card:

\_\_\_\_\_

\_\_\_ PO# \_\_\_\_\_

In order to more quickly advise you of upgrades and product information please provide the following information.

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_