



# Fullpage Commercial "Developer" License Agreement

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## Definitions

1. “**Application**” means any software, application, or elements that Your Licensed Developers develop using the Software or Modifications in accordance with this Agreement.
2. “**End User**” means an end user of Your Application who acquires a license to such solely for their own use and not for distribution, resale, user interface design, or software development purposes.
3. “**Website**” means a single domain name.
4. “**Licensed Developer**” shall mean an individual person permitted to use the Software and make Modifications for your Applications, whether such person is Your employee or a consultant or contractor providing services to You.
5. “**Modification**” means any revision, adaptation, or derivative of the Software produced by You.
6. The “**Software**” means fullpage.js.

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## Commercial license grant

Subject to the terms of this Agreement, Alvaro Trigo grants to You a revocable, non-exclusive, non-transferable license: (i) for one (1) Licensed developer to use the Software to create Modifications and Applications; (ii) for You to distribute the Software and/or Modifications to an unlimited number of End Users solely as integrated into the Applications; and (iii) for End Users to use the Software as incorporated into Your Applications in accordance with the terms of this Agreement.

You are entitled to receive all updates to the major version of the Software licensed by you, as well as any later version of the Software that Alvaro Trigo, in writing, explicitly authorizes you to use. Alvaro Trigo makes no representation that any update will be compatible with your Application.

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## Prohibited Uses

You cannot distribute the Software within your Application.

Your Application must have substantially different functionality than, and must not compete directly with, the Software.

You may not distribute the Software or Modifications except as included within Your Application.

If You produce an Application for a customer, You are responsible for ensuring that your customer does not make use of the Software except with Applications licensed herein.

Your Application must not enable End Users to produce separate applications that incorporate the Software or Modifications. For example, if Your Application is a development toolkit or library, an application builder, a website builder that can be used to incorporate the Software into a new Application, You must obtain a separate OEM license from Alvaro Trigo.

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## Termination

This Agreement and the license granted hereunder shall continue until terminated in accordance with this Section. Unless otherwise specified in this Agreement, the license shall last as long as Your use of the Software is in compliance with the terms herein.

Alvaro Trigo shall have the right to terminate this Agreement and the license granted hereunder immediately if You breach any of the material terms of this Agreement, and You fail to cure such material breach within thirty (30) days of receipt of notice from Alvaro Trigo. Upon termination of this Agreement, all licenses granted to You in this Agreement shall terminate automatically and You shall immediately cease use and distribution of the Software.

Upon termination of this Agreement, You must cease all use of the Software. If, prior to your breach of this Agreement, you delivered Applications incorporating the Software to Your End Users, those End Users' licenses shall survive termination.

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## Limitation of Liabilities

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL Alvaro Trigo BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LAW) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR THE CODE IT PRODUCES OR ANY OTHER SUBJECT MATTER RELATING TO THIS AGREEMENT, EVEN IF Alvaro Trigo HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, Alvaro Trigo'S ENTIRE LIABILITY WITH RESPECT

TO ANY SUBJECT MATTER RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE GREATER OF: (I) THE AMOUNT ACTUALLY PAID BY YOU FOR THE LICENSE, OR (II) FIVE HUNDRED DOLLARS (\$500).

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## Indemnification

While redistributing the Software or Modifications thereof as part of Your Application, You may choose to offer acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this Agreement. However, in accepting such obligations, You may act only on Your own behalf and on Your sole responsibility, and not on Alvaro Trigo's behalf.

You agree to indemnify, hold harmless, and defend Alvaro Trigo and its owners, officers, agents, and affiliates from and against any and all claims, lawsuits and proceedings (collectively "Claims"), and all expenses, costs (including attorney's fees), judgments, damages and other liabilities resulting from such Claims, that arise or result from: (i) Your use of the Software in violation of this Agreement; (ii) the use or distribution of Your Application, except to the extent such claim is based solely on the inclusion of the Software therein; (iii) Your Modification of the Software's source code; or (iv) Your accepting support, warranty, indemnity, or additional liability as described in Section 8.1.

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## Payment and Taxes

All payments under this Agreement are due to Alvaro Trigo upon Your purchase of a license to the Software.

Each party shall be responsible for all taxes (including, but not limited to, taxes based upon its income) or levies imposed on it under applicable laws, regulations and tax treaties as a result of this Agreement and any payments made hereunder (including those required to be withheld or deducted from payments); provided that You shall be responsible for any value added tax, use tax, sales tax, or similar tax, and shall pay or reimburse Alvaro Trigo for the same upon invoice. Each party shall furnish evidence of such paid taxes as is sufficient to enable the other party to obtain any credits available to it, including original tax withholding certificates.

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## Refund

The License fee is refundable only under the following conditions:

1. The refund request is made within thirty (30) days from the purchase date;
2. Licensee has not requested support.

In order to ask for a refund, Licensee shall [Contact Us](#) via our website. As soon as the request is received, We will evaluate it and if you are eligible for a refund we will initiate a full refund of the purchase within 15 working days.

Once we initiate the refund you will get a confirmation email and this agreement is terminated. You shall remove, delete or otherwise destroy any material that you have received, copied or otherwise obtained.

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## Maintenance and Support

During the term of this agreement, Licensee who uses a license with basic technical support included has access to the Software's online support services via the project's GitHub issues forum or stackoverflow with the fullpage.js tag, which means that Licensee will get answers to technical questions with no guarantee of solving the issue and whenever we can provide them.

If Licensee benefits of Premium Support (Organization License) he will be able to ask through email, phone or skype and he will get answers within three (3) business days and issues reported by him will have higher priority.

Support shall refer only to Software's source code, integration questions related to the Software's API and documentation clarification. Support does not include questions related to other programming languages or frameworks.

Under no circumstances is Alvaro Trigo compelled to fix Software's bugs, to perform custom development or to write code for the Licensee.

An isolated reproduction might be required upon request. This is, a reproduction of the scenario with the less minium external code.

If Licensee's support period has ended, Licensee may opt to extend the support period either by (i) renewing the license (purchasing the same type of license) within one (1) month of the expiration date, in which case Licensee receives a 50% discount, or by (ii) purchasing a different license that includes support, in which case the discount is not applicable.

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## SaaS / OEM usage

Licensee is not allowed to use the Software in SaaS or Subscription products, Intranets or Mobile devices applications.

SaaS shall mean a software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted;

SaaS Marketplace shall mean a Marketplace that either (i) offers features to one or more of the parties or (ii) uses a software component to monetize the transaction through a transaction fee or a subscription.

OEM shall mean when the software requires on-premise installation.

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## Miscellaneous

**Software Updates and Upgrades.** The license granted herein applies only to the version of the Software available when purchased in connection with the terms of this Agreement, and to any updates and/or upgrades to which You may be entitled. Any previous or subsequent license granted to You for use of the Software shall be governed by the terms and conditions of the agreement entered in connection with purchase or download of that version of the Software.

**Survival.** The provisions of sections 4 through 10 will survive termination of this Agreement.

**Compliance with Applicable Laws.** You agree that You will comply with all applicable laws and regulations with respect to the Software, including without limitation all export control laws and regulations.

**Marketing.** You agree to Alvaro Trigo's use of Your name, trade name, and trademark, for use in Alvaro Trigo's marketing materials and its website, solely to identify you as a customer of Alvaro Trigo.

**Assignment.** This Agreement may be assigned by Alvaro Trigo in whole or in part and will inure to the benefit of Alvaro Trigo's successors and assigns. You may not assign or transfer this Agreement without Alvaro Trigo's prior written consent. Notwithstanding the foregoing, however, if You transfer ownership of an Application to a customer for which it was developed, You may assign this Agreement to that customer (the "Assignee") provided: (i) You provide written notice to Alvaro Trigo prior to the effective date of such assignment; and (ii) there is a written agreement, wherein the Assignee accepts the terms of this Agreement.

**Entire Agreement.** The terms and conditions stated herein set forth the entire agreement of the parties and replace and supersede all other contracts, agreements, and understandings, written or oral, relating to the subject matter hereof.

**Severability.** In the event that any portion of this Agreement is held to be unenforceable, such portions shall not limit or otherwise modify or affect any other portion of this Agreement.

**Modification; Waiver.** This Agreement cannot be amended except by a written instrument executed by each of the parties. The failure of either party to enforce any provision of this Agreement may not be deemed a waiver of that or any other provision of this Agreement.

**Governing Law.** This Agreement is governed by the laws of the Commonwealth of Virginia (notwithstanding conflicts of laws provisions), and all parties irrevocably submit to the jurisdiction of the state or federal courts of the State of New York and further agree to commence any litigation which may arise hereunder in the state or federal courts located in the judicial district of Alexandria, Virginia. The UN Convention on Contracts for the International Sale of Goods is expressly excluded.

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