

AITOC, Inc. License Agreement for Server Load Monitor Extension for Magento.

1. General

This is a legal Agreement between AITOC Inc. and Customer that covers Customer's purchase and use of Server Load Monitor Extension for Magento (the Product) developed by AITOC Inc. The extension comes in Paid and Free version.

By purchasing the Paid version of the Product or installing the Free version of the Product Customer is asserting with the below-stated Terms and Conditions of the present Agreement. Any violation of this Agreement will automatically deprive the Customer of the right to use the Product, thus the Customer must cease using it and terminate all copies and derivatives of the Product at Customer's disposal.

2. License

2.1. General Issues

By purchasing the Paid version of the Product or installing the Free version of the Product Customer obtains a License which will remain valid until the Customer stops using the Product or until AITOC terminates this License because of Customer's failure to comply with any of its Terms and Conditions.

AITOC offers a Single Installation License for Magento extensions. Each license can be used only on one production Magento installation. It can also be used on unlimited number of test Magento installations, if the installation domains comply with the terms, described in the documentation that comes with the Product.

A sold License does not include ownership of any original works, part of thereof or any documentation or derivative works of the Product.

2.2. License Options

The Paid version of the Product comes with different License Options. The Product's price depends on the number of Stores on Customer's Magento; this number is specified in the License option which is selected during the purchase.

The Product contains necessary controlling functionality which makes sure the Customer does not exceed the allowed number of stores. When reaching the stores limit, the Customer can extend the limitation by purchasing the License Upgrade.

Downgrades are not possible via standard License Upgrade functionality. For downgrades, please refer to AITOC, Inc. for a Refund. Please note that all Refunds, including downgrades, are only possible within the 30-day period from the initial purchase date.

Editing License file in any way other than via Administrator Control Panel User Interface will result in License revocation, Client's deprivation of right for a refund, Product update and License Upgrade, and in Product's incorrect operation. AITOC doesn't bear any responsibility for any personal or business data loss or damaging of site in case of Client's attempts to edit License functionality.

3. Copyright

Any unauthorized copying, renting, leasing, sublicensing, pledging, conveying, creating any Derivative Works, or disclosing of modification source codes in any way, porting of the Product to other platforms and content management systems without prior written approval from AITOC Inc. is prohibited.

Proofs of copyright infringement include, but are not limited to, similar code style and structures and containing similar to Product source code, layout and design. Customer is not allowed to remove the original AITOC Inc. copyright inscription from the source code of the Product. Modifications of the source code are allowed, but at own risk.

If revealed that the Product is used in breach of the above mentioned terms of use, AITOC, Inc. is authorized to suspend the license, advising the Customer on what actions are required to resolve the matter. In cases of a severe or repetitive violation where advice has been ignored, AITOC Inc. is authorized to revoke the License.

The source code and files are exclusively owned by AITOC Inc. and are subject to US Copyright Law and Copyright Laws of the State of Delaware, as well as international copyright treaty provisions. AITOC Inc. retains title to and ownership of the Product and all enhancements, modifications and updates of the Product.

The exclusive forum for disputes arising out of, or relating to, this Agreement shall be an appropriate federal or state court in the county of New Castle, Delaware.

4. Installation

Paid version of the Product package includes an automated Installer. The automated installation may depend on configuration of operational Magento solution. AITOC does not pledge for its installation module to operate successfully on modified as well as non-modified Magento solution.

Free version of the Product comes without the Installer.

The Customer may purchase installation service executed by AITOC's staff. To use the paid installation service the Customer is obliged to present correct web-site access information to AITOC support personnel, as well as valid Product License information. Installation service payments are non-refundable. AITOC will only provide paid installation services for AITOC products where the source code hasn't been modified by the Customer or any 3rd party. Failing to meet any of the above mentioned requirements deprives Customer of ability to use this service.

5. Product Support Policy

Free support period for the Paid version of the Product totals 6 months starting from the purchase date of the Product. The term of free support can be prolonged when a Product update is purchased. It is described in more detail in the Product Updates section.

License Upgrade does not prolong the terms of free support services.

Support team shall provide to Customer, without additional charge, all reasonably necessary written consultation requested in connection with use and operation of the Product or any problems therewith, within above-stated period of time.

Free support does not include achieving compatibility with third party solutions and is not provided if the Product has been customized. In cases when extraordinary support efforts will be required Customer will be offered paid support services.

Under extraordinary support efforts AITOC, Inc. supposes a request which probable cost to resolve may exceed the cost of the purchased Product. Support costs are calculated in accordance with average US market rates.

Support team preserves the right to ignore any appeals or requests, not falling under the present conditions.

Free version of the Product does not include free support. Any support services associated with the Free version of the Product will be paid. Support costs are calculated in accordance with average US market rates.

All information, acquired from AITOC, Inc. support team is advisory only and shall not create any warranty for AITOC Inc.

6. Service Level Agreement

AITOC, Inc. will provide support services via support tickets system on the products' pages Monday – Friday, 8 am - 5 pm GMT (3 am -12 pm EST).

7. Product Updates

AITOC will timely release the information about new updates in the Changelog tab on the Product pages. It is Customer's responsibility to check for updates availability. All updates can be used only as a replacement of a previously purchased Product, not as a separate copy of a Product.

AITOC reserves the right to determine which products will be updated and when. AITOC reserves the right to discontinue product updates.

Updates for the Paid version of the Product shall be available to the Customer free of charge for 6 months from the original purchase date. After that an update would cost 75% of the current product price. The discount is only applied to the same License option. If needed, License Upgrade can be performed before or after the purchase of Product Update.

Paid update package includes: the latest version of the product, 6 extra months of free updates and support from the purchase date.

Customer is not obliged to purchase updates every 6 months. The decision about whether to purchase an update and when is solely Customer's right. Customer can continue using the Product after 6 months from the original purchase date and can contact AITOC for paid support services.

8. Upgrade from the Free version to Paid version of the Product.

There is no special mechanism for upgrading from the Free version to Paid version of the Product. The Customer who decides to switch to the Paid version of the Product may simply purchase the Paid version and install it as per the Installation Guide that comes with the product.

9. Refunds

Customer may demand a refund (full refund or License Downgrade) for the Paid version of the Product within a 30-day period from the date of purchase. Any clarification of Customer's refund claim within the 30-days period is optional. AITOC staff will check the compliance of all License information before resolving money refund issue. AITOC Inc. reserves the right to deny money refund claimed within the stated period if Customer's License info is incomplete and/or incorrect.

Refund requests submitted after the expiration of the 30 days period shall not be accepted. Refunds of money charged for custom installation service shall not be issued.

AITOC Inc. considers its Product refunded when the money has been withdrawn from its account. If no notification of non-acceptance has been received from client within 10 bank days, product is treated as refunded. The Customer is obliged to uninstall the product before requesting the refund and terminate all its copies and derivatives within the 5 bank days starting from the day of initiation of money refund process.

AITOC Inc. is not responsible for any damages neither with Magento running, nor with business profits or information occurring due to enforced manual deleting of refunded Product or its derivatives.

10. Confidentiality

Each party agrees that it shall not disclose any information concerning the customers, trade secrets, methods, processes or procedures or any other confidential, financial or business information of the other party, which it learns during the course of its performance of this Agreement to any third party, without the prior written consent of such other party. This obligation shall survive the cancellation or other termination of this Agreement or License.

The Product contains trade secrets and proprietary know-how that belong to AITOC Inc. and it is being made available to Licensee in strict confidence.

AITOC, Inc. collects the information:

- Server name;
- Server host name;
- Server address (IP);
- Magento installation version;
- Personal identification for the Magento installation, issued by AITOC server during purchase;
- Magento installation source code path;
- Magento default host domain name;
- Magento current host domain name;
- Magento admin area path;
- Module's key name;
- Module's version;
- Module's identification number in AITOC DB;
- License purchase identification number.

This information is collected once, upon installation, and is mandatory to ensure the Product's valid purchase and exploitation.

Paid and Free versions of Server Load Monitor extension also collect the following information periodically in order to configure and recommend you better server settings:

- Number of products in your Magento installation;
- Number of orders in your Magento installation;
- Number of customers;
- Number of quotes;
- Magento version;
- Server information:
 - General information about server's CPU;
 - Number of cores on your server's CPU;
 - CPU frequency;
 - Measurement of CPU speed made by the Linux kernel when it boots to calibrate an internal busy-loop;
 - CPU name;
 - Available RAM on your server;
 - Type of your server (virtual or dedicated);
 - Whether AITOC's Magento Booster extension is installed;
- Statistic of number of visitors and page load time.
- Server software:
 - Webserver name;
 - PHP version;
 - PHP launch type CGI/module;
 - PHP accelerator info;
 - PHP memory limit;
 - MySQL version;
 - Operating System and OS version;

- Magento settings:
 - Magento compilation status;
 - Magento system caches (from xml configs);
 - Magento caches (from System->Cache Management).

This information will be impersonalized and will not be associated to any personal data that may allow AITOC or any 3d party to identify any particular Magento installation or host. This information will be used to analyze Magento performance under different conditions and suggest appropriate hardware that may improve Magento performance. Paid version of the Product allows to disable sending this data to AITOC.

11. Disclaimer of Responsibility

AITOC Inc. Products are not stand-alone solutions and require Magento to be installed primarily with a valid Magento License.

AITOC Inc. does not guarantee for its Product to operate correctly on any Magento solution, either modified or non-modified.

AITOC Inc. does not bear any responsibility for damages or incorrect running of the Magento solution, occurred due to installation or utilizing of Module.

AITOC Inc. disclaims any accountability for content of a site on which the Product is installed.

Complaints received from any third party may result in License suspension or revocation if the matter cannot be resolved. License suspension action is at the sole discretion of AITOC Inc. and is intended to offer both parties time for settlement or advice.

License reinstatement shall remain Vendor's exclusive privilege.

AITOC Inc. is not liable to Customer or any third party for any damages including, but not limited to, loss of business or business profits, loss of business information due to using AITOC Inc. Products.

By accepting this License Agreement Customer acknowledges to use the Product at own risk and has clear understanding of responsibility for any damage to own computer system and data.

12. Changes in Conditions

AITOC Inc. reserves the right to modify these agreement terms at any time.

It is solely Customer's responsibility to inquire about any changes made to the present Agreement.

Last updated on March 25th, 2013.