Basic Primitives Inc

Standard license terms and conditions 2.1

1. Definitions:

Agreement shall mean the standard terms and conditions in this document;

Confidential Information shall mean any and all written, verbal or demonstrated information provided by a Disclosing Party in connection with this Agreement;

Confidential information includes, without limitation, information relating to inventions, trade secrets, know-how, methods, processes, creations, conceptions, technologies, algorithms, other intellectual property, products, improvements, product formulae, services, finances, business plans, marketing plans, legal affairs, supplier lists, customers, customer lists and related data, potential customers, business prospects, business opportunities and the like, which relate in any manner to a Party's actual or anticipated business, its affiliates, subsidiaries, or divisions, or to it's actual or anticipated areas of research and development;

Developer shall mean any person who directly or indirectly further develops the Software for Licensee and or develops an application or user interface interacting with the Software for Licensee;

Disclosing Party shall mean a Party that discloses information to a Receiving Party;

Basic Primitives shall mean Basic Primitives, Inc., a Ontario (Canada) corporation with organization no 002371610;

License shall mean the license granted by Basic Primitives according to section 3 and section 5;

Licensee shall mean the company / person holding a license and contracting party to this Agreement;

License Fee shall mean the fee payable to Basic Primitives for utilization of the Software in accordance with the License;

Maintenance & Support Fee shall mean the fee payable to Basic Primitives for optional maintenance and support according to section 8;

Party shall mean Licensee or Basic Primitives individually;

Parties shall mean Licensee and Basic Primitives jointly;

Receiving Party shall mean a Party that receives information from a Disclosing Party;

Single Website shall mean a collection of web pages that all have the same domain name (organizational level) and that serve and are operated by one single entity or Licensee;

Software shall mean software products, applications or other software solutions marketed by Basic Primitives ;

Third Party or Third Parties shall mean any other party than the Parties;

2. Copyright
The Software is the property of Basic Primitives and is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties

3. Grant of License
i. Subject to this Agreement, Licensee is granted a perpetual, non-exclusive and non-transferable License to install and utilize the Software.

ii. Licensee may produce copies of the Software necessary for lawful backup and archival purposes. Any copy of the Software made by Licensee in accordance with the License shall contain all the proprietary notices contained in the original copy.

iii. Licensee may not transfer, rent, lease, lend, sell, copy, redistribute or sublicense the Software to Third Parties. Any attempt to do so is a considered a substantial breach of this Agreement. Any works developed or derived from the Software, to Third Parties as a consultant job or as a SaaS, Intranet or Web Applications are allowed.

iv. Licensee undertakes not to use the Software in any way that would compete with the Software during the term of this Agreement and for a period of three (3) years after termination.

v. Licensee shall include in its Documentation that the Software is owned by and licensed through Basic Primitives . Furthermore, Licensee undertakes not to declare or give the impression that the Software in any way endorses Licensee's own work, and not to use any titles, trademarks, labels, or logos found in the Software in Licensee's own titles, products names, service names, or domain names.

vi. Licensee shall not modify, delete or obscure any notices of proprietary rights or any Software identification or restrictions on or in the Software found in the license-header of the code files.

vii. Basic Primitives reserves all rights not expressly granted to Licensee in this Agreement. Without limiting the generality of the foregoing, Licensee acknowledges and agrees that: (i) except as specifically set forth in this Agreement, Basic Primitives retains all rights, title and interest in and to the Software and Licensee does not acquire any right, title, or interest to the Software except as set forth herein; (ii) any configuration or deployment of the Software shall not affect or diminish Basic Primitives 's rights, title, and interest in and to the Software. Nothing in this Agreement shall limit in any way Basic Primitives 's right to develop, use, license, create derivative works of, or otherwise exploit the Software, or to permit Third Parties to do so.

4. Termination

Either Party may without prejudice to any other rights terminate this Agreement if the other Party fails to comply with the terms and conditions of this Agreement. In such event, Licensee must immediately destroy all copies of the Software in Licensee's possession.

5. License Types

Licensee may opt between the following types of commercial licenses:

5.1. Single Website License

A Single Website License allows Licensee to use the Software freely within the frames of one Single Website.

5.2. Developer License

A Developer License allows Licensee to have an agreed number of its Developers install, use and further develop the Software solely on Licensee's and Licensee's customers websites, web applications, intranets and SaaS applications.

6. License Fee

For all Software comprised by a License, Licensee shall pay a separate License Fee. The License Fee shall be calculated based on Basic Primitives 's at any given time present price list. Payment method is described on highcharts.com.

7. Delivery

The Software is made available for download via Basic Primitives 's website. Delivery date shall be considered to be the payment day.

8. Software Maintenance and Support

8.1 Free Maintenance and Support Period

During the first twelve (12) months after delivery date, Basic Primitives shall free of charge provide Licensee with any new, corrected or enhanced version of the Software. Such enhancement shall include all modifications to the particular Software, which increase the speed, efficiency or ease of use of the Software, or add additional capabilities or functionality to the Software.

Basic Primitives will upon Licensee's request investigate erroneous behavior of Software, and when possible suggest corrective or work around solutions to the problems. Basic Primitives shall commence the work as soon as possible, but not later than two weeks after such request is received.

Licensee shall also, during the first twelve (12) months after delivery date, free of charge have the right to receive technical support according to the following scheme:

Single Website License: One (1) hour

Developer License: Two (2) hours

Technical support is limited to e-mail support from Basic Primitives offices during normal business hours, unless the Parties specifically agree otherwise.

Basic Primitives will not support versions of Software older than the previous main release. However, Basic Primitives shall at all times support versions of the Software that are released within 1 year from purchase.

Basic Primitives might consider support and extreme bug fixing to Licensee outside the scope defined in this section.

8.2 Optional Maintenance and Support

After expiration of the above-mentioned 12-month period of free maintenance and support, Licensee may with yearly intervals purchase further maintenance and support for the Software covered by the License. The Maintenance Fee shall be based on Basic Primitives 's at any given time present price list. If Licensee wishes to receive optional maintenance and support, it shall notify Basic Primitives in writing.

Maintenance and Support Fee will be invoiced at least one (1) month prior to the start of each maintenance period. Payment will be due by the start of the new maintenance period.

Basic Primitives may at its own discretion at any time choose to discontinue the supply of maintenance and support upon notice to Licensee, and shall in such case refund any then unearned Maintenance Fee(s).

9. Warranty

For a period of ninety (90) days following delivery date of the Software (the "Warranty Period"), Basic Primitives warrants that the Software will perform substantially in accordance with Basic Primitives 's written specifications provided that it has been used with the appropriate and suitable technical equipment. In the event of breach or alleged breach of this warranty, Licensee shall promptly notify Basic Primitives and return the Software to Basic Primitives at Licensee's own expense. Licensee's sole remedy in such an event shall be that Basic Primitives shall correct the Software so that it operates according to the warranty. This warranty shall not apply to Software that has been modified or used improperly or on an operating environment not approved by Basic Primitives .

Basic Primitives warrants that it has the full and unconditional ownership of the Software. Basic Primitives warrants that no part of this Agreement interferes with intellectual property rights of any Third Party and that Company may make full use of the License granted to it in full knowledge of the above.

Licensee's exclusive remedy for any breach of the limited warranty is as set forth above. Licensee is not entitled to any damages, including but not limited to consequential damages, if the Software does not meet the limited warranty.

10. Limitation of Liability

Except for the warranty of section 9 above, all Software and maintenance and support services are provided 'as it is' and may have errors or omissions.

UNDER NO CIRCUMSTANCES, AND EVEN IF INFORMED THEREOF BY LICENSEE OR ANY THIRD PARTY, IS BASIC PRIMITIVES LIABLE FOR (i) LOSS OF, OR DAMAGE TO, DATA; (ii) SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, OR (iii) LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.

Either Party's liability for damages to the other Party for any cause whatsoever related to this Agreement, shall be limited to the License Fees paid or due by Licensee for the Software in question.

11. Intellectual Property Infringement

During any term of this Agreement, if any portion of the Software is infringing any Third Party intellectual property rights and Licensee incurs a liability or expense as a result of such holding, then Basic Primitives will, notwithstanding clause 10 of this Agreement, cover direct expenses incurred by Licensee and Licensee's further sole remedy shall be, and Basic Primitives will at its option: (i) obtain the right for Licensee to continue to use the Software consistent with this Agreement; (ii) modify the Software so that it is non-infringing; or (iii) refund all a pro-rata portion of the money paid by Licensee for the infringing Software, where such prorated amount is determined on a straight line depreciation basis over a three (3) year period, and all of Licensee's rights and Licenses under this Agreement shall automatically terminate.

12. Confidentiality

Each Party acknowledges that Confidential Information is proprietary and valuable to Disclosing Party and that any disclosure or unauthorized use thereof will cause irreparable harm and loss to Disclosing Party.

Confidential Information shall not include information that (i) is generally known to the public at the time of disclosure; (ii) is legally received by Receiving Party from a Third Party, which Third Party is in rightful possession of Confidential Information, (iii) becomes generally known to the public subsequent to the time of such disclosure, but not as a result of disclosure by Receiving Party, or (iv) prior to signing of this Agreement, is already in the possession of Receiving Party.

Obligations of Receiving Party in Regards to Confidential Information

In consideration of the disclosure to Receiving Party of Confidential Information, Receiving Party agrees to receive and to treat Confidential Information on a confidential and restricted basis and to undertake the following additional obligations with respect thereto;

To use Confidential Information for the sole purpose of fulfilling this Agreement unless otherwise agreed to in express writing by the Parties.

Not to duplicate, in whole or in part, any Confidential Information.

Not to disclose Confidential Information to its members, officers, employees, affiliates, counsel or consultants except on a need-to-know basis and each such person receiving Confidential Information shall be notified of and required to abide by the terms and conditions of this Agreement.

Not to disclose Confidential Information to any Third Party entity or individual, corporation, partnership, sole proprietorship, customer, advisor or client without the prior express written consent of Disclosing Party.

This confidentiality clause (clause 12) shall survive any termination of the Agreement however occasioned.

13. Relationship Between the Parties

Basic Primitives is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the Parties.

14. Severability

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

15. Waiver

The waiver by either Basic Primitives or Licensee of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for non-payment or breach of Basic Primitives' proprietary rights in the Software, no action, regardless of form, arising out of this Agreement may be brought by either Party more than one (1) year after the cause of action has accrued.

16. Licensee Name

Basic Primitives is hereby granted the permission to use Licensee name on the customer list on Basic Primitives's website, unless otherwise agreed.

17. Non-assignment

Neither Party shall assign or transfer all or any part of its rights under this Agreement without the other Party's prior written consent. Notwithstanding the foregoing, either party may assign this Agreement in its entirety, without consent of the other Party, to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

18. Applicable Law

This Agreement shall be governed by and construed in accordance with the international laws.

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, the Parties shall seek to solve amicably through negotiations. If the Parties do not reach an amicable solution within two (2) weeks, any dispute, controversy or claim shall be finally settled by arbitration of the applicable jurisdiction. All arbitration shall be conducted in English. Judgment upon any arbitral award rendered in any such arbitration is confidential and may be entered in any court having jurisdiction thereof or application may be made to such court for a judicial acceptance of award and an order of enforcement, as the case may be.