

Fullpage Commercial "Hobby" License Agreement

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THE GREATER OF: (I) THE AMOUNT ACTUALLY PAID BY YOU FOR THE LICENSE, OR (II) FIVE HUNDRED DOLLARS (\$500).

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 Yoloop SL's behalf.

You agree to indemnify, hold harmless, and defend Yoloop SL 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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All payments under this Agreement are due to Yoloop SL upon Your purchase of a license to the Software.

You agree to pay the Subscription fees specified on a dedicated webpage (<https://alvarotrigo.com/fullPage/pricing>) throughout the term of the Agreement. Where the payments are made:

- annually, Subscription fees will be paid in advance for each subsequent year and charged automatically.
- through a single payment, when purchasing a permanent license. Fees will be paid in advance and End User will have permanent access to the major version of 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

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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.

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You'll be provided with a License Key on every recurrent payment or when acquiring a one-time payment license.

An annual License Key will work in fullPage.js versions released within 12 months after the purchase. If you want to update to a nonsupported version you'll have to acquire another license.

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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.

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

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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 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.

Miscellaneous

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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 Yoloop SL's use of Your name, trade name, and trademark, for use in Yoloop SL's marketing materials and its website, solely to identify you as a customer of Yoloop SL.

Assignment. This Agreement may be assigned by Yoloop SL in whole or in part and will inure to the benefit of Yoloop SL's successors and assigns. You may not assign or transfer this Agreement without Yoloop SL'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 Yoloop SL 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.

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