

## License intention and alternatives:

The stated intention of our licensing scheme is to allow customers to use the Software without compromising our ability to competitively market the Software over time. In keeping with this intent, we DO NOT provide any license alternative that allows RESALE or REBRANDING of our product in any form or fashion. It is your responsibility to ensure that you have purchased the appropriate license for the manner in which you are using the Software.

	Single Domain	Unlimited Domains	Limited Distribution	Unlimited Distribution	Hosting Activities
<b>Applies to:</b>	Use on one domain that you own. Use an unlimited number of instances within a single domain.	Use on an unlimited number of domains that you OWN. Use an unlimited number of instances within the owned domains. <b>This license does NOT apply to web hosts, or developers managing websites for others.</b>	Developers who want to include the Software in a single application or any number of custom website designs that they intend to distribute to others.	Developers who want to include the Software in multiple applications and custom website designs that they distribute to others.	Web hosts who want to provide wysiwygPro to every client website hosted on ONE physical server.
<b>Allowed:</b>	Installation and use on a single domain you own. This includes unlimited number of instances originating on any sub-domain.	Same as Single Domain, except for use on any number of OWNED domains, or as part of a centralized content management system accessible by multiple domains, <b>provided the code remains centralized and under the licensee's control.</b>	Distribution as a part of ONE application and any number of customized derivatives of that application.  The Software must be part of an application or coding effort that delivers significantly greater functionality than the Software itself.	Distribution as part of an unlimited number of applications and/or customized derivatives.  The Software must be part of an application or coding effort that delivers significantly greater functionality than the Software itself.	Distribution of plugins in the form of downloadable zip files, to your hosted clients.  You MUST make reasonable efforts to ensure plugin zip files are not available to others, and that your hosted clients understand that they may not otherwise use the Software, and that they may not provide copies of the Software to any other party.
	For ALL license alternatives you may: 1) Modify the Software's source code to meet your requirements... 2) Run one instance of the software on a test server for development or evaluation purposes, provided that the Software is accessible only to the license holder... 3) Use the Software on any number of web pages, and have each web page accessible by an unlimited number of users, provided that you do not breach any of the other terms in this license... 4) Make backups of the Software in a manner consistent with industry practice.				
<b>Not Allowed:</b>	Installation of the Software on more than one domain, or use as a centralized management system for use by multiple domains.	Installation of the Software on any domain not owned by the licensee.	<b>Distribution as a part of any "Open Source" project or under any General Public Licensing Scheme is NOT allowed.</b>  Your application MUST contain a prominent notification that end-users may not further copy, redistribute, transfer or otherwise pass on our code to other persons or entities, and that our code may not be used for any other purpose than you intend it to be used as a part of your application.		Distribution to anyone NOT currently hosted on a specific physical server.  You MUST make reasonable efforts to ensure that your hosted clients refrain from further redistribution of our Software.
	The following restrictions are common to ALL license offerings... 1) Distribution in whole or part, in any form or manner without prior written consent of the Company, except as explicitly provided for in this License Agreement. 2) Removal or modification of any copyright notices. 3) Resale or distribution of derivative works of any kind. 4) Ownership transfer to another party without prior written consent of the Company.				
<b>Support</b>	We provide support for the license holder's use of the product.	We provide support for the license holder's use of the product.	We provide support to the License holder. YOU must provide any ongoing support to the users of your application. We will NOT provide upgrades to anyone other than the license holder.		

Licensee acknowledges and agrees to these terms and any breach of these terms by Licensee shall be considered a material breach of this Agreement resulting in irreparable harm to the Company for purposes of obtaining a temporary or permanent injunction against Licensee, in addition to which the Company may seek all related damages.

## **WysiwygPro License Benefits and Restrictions**

Applies to: WysiwygPro Licenses - Browser based WYSIWYG HTML editing component.

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If you intend to redistribute the Software to other parties in any manner or form, you MUST first purchase one of the Redistribution license alternatives, or purchase a Single Domain license for or on behalf of each party receiving the Software. In addition, your use of the Software MUST be in accordance with the specific restrictions defined for the Distribution level licenses we provide.

## **Specific Definitions applicable to this License agreement.**

"SINGLE DOMAIN" means ONE ROOT LEVEL URL. For example, wysiwygPro.com is the primary domain name for the wysiwygPro.com website.

"SUB-DOMAIN" means a second-level domain name under your primary domain name. Sub-domain syntax takes the form of anything.yourdomain.com. For example, our support website is located at the sub-domain support.wysiwygpro.com. It is a subdivision of our wysiwygPro.com primary domain space, with a sub-domain prefix of "support".

"OWNING A DOMAIN" means that you have purchased the right to use the domain name. You must do this through a "Registrar". Managing a domain for someone else, being the administrative or technical contact for a domain or hosting the domain on your server does NOT mean that you OWN the domain. Some of our licensing restrictions require that you OWN the domain on which you install our Software. You are responsible for ensuring that you comply with this requirement.

"DISTRIBUTION" means that you can include our code together with your own, in your own coded application. You may NOT RESELL our Software. You may NOT REBRAND our Software. You may not GIVE AWAY our Software. To distribute our software, your application must be a significantly larger coding effort, and must not be publicly licensed or considered "Open Source" in any way.

"HOSTING" means that you are providing domain web space on your owned or leased physical server. Many websites can be hosted on a single physical machine. A wysiwygPro Hosting License allows you to provide wysiwygPro code to the owner of every website you host on ONE physical server. YOU are responsible for supporting your users. We will support you. We will provide upgrades and updates to you. You must provide the updates to your hosted accounts. You must also take reasonable measures to ensure that your clients are aware of the special restrictions that pertain to the Hosting License.

## **Restrictions on Use.**

The Software may be used for lawful purposes only. Using the Software in a website or application that contains pornographic or sex-related material or with content in violation of international, federal or state law or where the Software will be used to assist in the creation of such content is expressly prohibited.

## **Limited Warranty and Warranty Disclaimer.**

The Company warrants that the media on which the Software is furnished will be free from defects for three (3) months from your receipt of the product. Your sole remedy in the event of breach of the foregoing warranty is replacement of the media.

The Company DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY LOCAL ANALOGUES THERETO.

You may have other rights to the extent required of licensors under local law.

## **Limitation of Liability.**

Unless otherwise required by applicable law, the Company SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES (IRRESPECTIVE OF WHETHER the Company HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES) AND the Company's TOTAL LIABILITY HEREUNDER (INCLUDING BUT NOT LIMITED TO ANY POSSIBLE LIABILITY FOR INDEMNITY, DEFENSE OR HOLD HARMLESS OBLIGATIONS) SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR THE SOFTWARE. THIS LIMITATION SHALL APPLY EVEN IN THE EVENT OF BREACH OF CONTRACT OR ACTIVE OR PASSIVE NEGLIGENCE AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD the Company HARMLESS FROM AND AGAINST ANY THIRDPARTY CLAIM IN EXCESS OF THIS LIMITATION.

## **General.**

This Agreement shall be governed by the laws of the State of Georgia, and the laws of the United State of America without regard to conflict of laws principles. This Agreement may only be modified by a written document signed by the party or parties to be bound. Except as specified otherwise in a written agreement, this is the entire agreement between you and the Company and all other terms are rejected. You agree not to use, ship, or export the Software in violation of law.