

Enterprise Software License Terms

("Terms")

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5. License Fees

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- 6.3. Indemnification by Licensee.** Licensee will indemnify, defend, and hold harmless Handsoncode and each of its respective officers, directors, partners, employees, agents, successors, and assigns, or any of them (collectively, the "**Indemnified Parties**") from and against all claims, suits, demands, actions, causes of action, proceedings, judgments,

assessments, deficiencies, and charges brought against the Indemnified Parties or tendered to the Indemnified Parties for defense or indemnification (collectively, “**Claims**”), and for all damages, losses, costs, liabilities, and expenses (including reasonable attorney and professional fees and costs) arising from or incidental to Claims to the extent they are caused by (i) use or sale of the Software in combination with any other products such as without limitation Licensee Products if the infringement would not have occurred but for such combination; (ii) any material alteration or modification of the Software not intended, authorized by Handsoncode, or subsequently incorporated into the Software by Licensee, if the infringement would not have occurred but for such alteration or modification; or (iii) Licensee’s failure to substantially comply with Handsoncode’s reasonable written instructions which if properly implemented would have rendered the Software non-infringing.

7. Termination

- 7.1.** Licensee may terminate the Agreement for convenience, upon 30 days’ notice.
- 7.2.** Handsoncode may terminate the Agreement upon 30 days’ notice where Licensee has been found, in Handsoncode’s good judgment, to have abused its terms and conditions.
- 7.3.** Upon termination:
 - 7.3.1.** Handsoncode will cancel the License(s) and deactivate any and all Licensee’s accounts active or activated within the my.handsontable.com website; and
 - 7.3.2.** Licensee must immediately stop using the Software or otherwise enjoying rights granted under the License, and must remove all of its components from any and all applications or other derivative work developed by Licensee.
- 7.4.** Termination of the Agreement will not limit any other rights of Handsoncode. Licenses canceled due to breach of the Agreement are non-refundable.
- 7.5.** Notwithstanding the foregoing, any Licensee Product(s) sold, leased or provided by Licensee as agreed under the Agreement, to any End-User, will not be affected by the termination, and the End-User may continue to use Licensee Product(s) with the Software included. However, such End-User must comply with these Terms.

8. Technical Maintenance and Support

8.1. Basic Coverage

- 8.1.1.** Grant of the Enterprise License includes a 12-month (commencing on the Delivery Date as defined in Section 4.3), free of charge, basic maintenance and support (“**Basic Coverage**”).
- 8.1.2.** The Basic Coverage is available from Monday to Friday, excluding Polish public holidays, between 08:00 a.m. and 5:00 p.m. Central European Time (“**Business Hours**”), and comprises:
 - a) 5 hour of technical support via email (support@handsontable.com);

- b) access to Handsoncode forum at forum.handsoncode.com;
 - c) access to all Major, Minor and Patch Releases; and
 - d) direct contact with Handsoncode core developers.
- 8.1.3.** The technical support may include any such programming as may be involved in fixing bugs and the like, to the express exclusion of programming aimed at or resulting in the introduction of new functionalities into the Software.
- 8.1.4.** The initial response time is 36 Business Hours of proper and effective notification of Handsoncode.
- 8.2. Extended Coverage**
 - 8.2.1.** Licensee may, at its option, purchase the extended maintenance and support of 12 months running ("**Extended Coverage**").
 - 8.2.2.** The Extended Coverage is subject to payment of fees as defined in the price list available at handsoncode.com/pricing.
 - 8.2.3.** The Extended Coverage is available at Business Hours as defined in Subsection 8.1.2, and comprises:
 - a) 40 hours of technical support via email (support@handsoncode.com), phone call, or online customer service software with live support and help desk capabilities, which includes code review and basic guidance; it also includes an actual coding work, hotfixes and workarounds for reported issues;
 - b) access to Handsoncode forum at forum.handsoncode.com;
 - c) access to all Major, Minor and Patch Releases; and
 - d) direct contact with Handsoncode core developers.
 - 8.2.4.** The initial response time is 12 Business Hours of proper and effective notification of Handsoncode.
- 8.3. Re-Coverage**
 - 8.3.1.** Licensee may renew maintenance and support coverage for the Software, available in two types:
 - a) the first of which provides coverage substantially similar to the Basic Coverage ("**Basic Re-Coverage**"); and
 - b) the second – to the Extended Coverage ("**Extended Re-Coverage**");
 the differences being that both types of the renewed maintenance and support coverage (collectively, "**Re-Coverage**") span 12 months, and will automatically renew for additional 12-month periods unless and until terminated by Licensee or Handsoncode.
 - 8.3.2.** The purchase and renewal of the Re-Coverage are against payment of fees to be made by wire transfer to the bank account as indicated by Handsoncode, or in such manner as specified in Subsection 8.3.3.
 - 8.3.3.** Payment of fees will be made by credit card and processed by Bright Market, LLC d/b/a FastSpring, a U.S. limited liability company with offices at 801 Garden St. #201, Santa Barbara, CA 93101, United States of America ("**FastSpring**"). The data concerning Licensee and its credit card will be processed by FastSpring. Licensee will update its credit card and other related information for the purposes of effecting payment of due fees.

8.3.4. Renewal of the Re-Coverage is automatic, and:

- a) Licensee authorizes Handsoncode and/or FastSpring to (i) charge its credit card by Re-Coverage fees and (ii) be served with an electronic invoice;
- b) expiry of the then-current term of Re-Coverage may be notified by Handsoncode through email communication prior to expiry, to such addresses as made known to Handsoncode by Licensee;
- c) Licensee may notify its intent to discontinue the Re-Coverage upon 14 days' notice before expiry of the then-current term of Re-Coverage, sent to Handsoncode at support@handsontable.com;
- d) Licensee may terminate the Re-Coverage at any time during the currency of the Re-Coverage without notice – such termination is non-refundable.

8.3.5. Absent renewal, Licensee may:

- a) not access or enjoy new releases or maintenance and support services provided by Handsoncode;
- b) continue to use the Software pursuant to the License as purchased, and in such version as any released before expiry of the last, whether Basic, Extended, or Re-, Coverage.

8.4. The following terms will apply to the technical maintenance and support for the Software, irrespective of the type of coverage (Basic, Extended) or its renewal:

8.4.1. additional technical maintenance and support is subject to prior express agreement:

8.4.2. technical maintenance and support may be enjoyed within the term of coverage only; unused hours of support are not refundable;

8.4.3. Handsoncode will not provide support of any kind to End-Users.

8.5. Handsoncode may, at any time, choose to discontinue to provide maintenance and support services as set forth in this Clause 8, upon reasonable notice to Licensee, where there is a compelling cause for it, including without limitation, an abuse of the services by Licensee or inability or impracticability of providing services by Handsoncode. In the event of such discontinuance Handsoncode will refund all unused fees to Licensees.

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11. Miscellaneous

- 11.1. Force Majeure.** No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of the Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the affected Party's reasonable control.
- 11.2. Export Regulations.** The Software may be subject to export or import regulations, and Licensee agrees to comply strictly with all such laws and regulations.
- 11.3. Complaints Procedure and Customer Support.** Handsoncode handles complaints and provides customer support through the following email address: support@handsontable.com. On submitting a complaint, Licensee should provide at least its name and contact details.

- 11.4. Choice of Law and Venue.** Unless otherwise provided by mandatory provisions of applicable laws, these Terms and Agreements will be governed by and interpreted in accordance with the laws of the Republic of Poland. Any and all disputes arising from these Terms or Agreements will be first conciliated through mandatory negotiations or other means or methods aimed at amicable resolution, including, without limitation, introduction of changes to the Software or payment scheme making them non-defective, compliant or otherwise reasonably satisfactory. Only where a given dispute does not lend itself to, or the Parties have failed to reach within 30 days of good faith conciliation, any amicable resolution, may such a dispute be then heard, settled and resolved, exclusively, by courts having jurisdiction over the registered office of Handsoncode.
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 - 11.7.2.** consented to by Licensee, either explicitly at support@handsontable.com, or implicitly – where Licensee has not exercised its option to terminate under Section 7.1 within 30 days of making the amendments known by Handsoncode.