

Enterprise Software License Terms

("Terms")

Version 3.0 last updated August 2, 2017

By installing, copying, or otherwise using the Software, you agree to be bound by the terms of these Terms. If you do not agree to any part of these Terms, do not install, copy, use, evaluate, or replicate in any manner, any part, file or portion of the Software.

1. Definitions

- 1.1. Agreement** means these Terms with all appendixes to them, if any, agreed to by Licensee.
- 1.2. Authorized Reseller** means a business partner of Handsoncode authorized to professionally distribute the Software on such terms and conditions as agreed upon with Handsoncode.
- 1.3. Documentation** means the Software technical documentation available at handsontable.com.
- 1.4. End-User** means any person or entity to which Licensee provides a Licensee Product with no right to distribute the Software.
- 1.5. Handsoncode** means Handsoncode sp. z o. o., a limited liability company registered under the laws of Poland, with its registered office in Gdynia, Poland, at 96/98 Aleja Zwycięstwa, postal code 81-451, entered into the Entrepreneurs Register of the National Court Register under number 0000538651, share capital: PLN 40,000.00.
- 1.6. Licensee** means any duly incorporated or registered company or other entity (artificial person), excluding any natural person, to whom the License is granted under the Agreement.
- 1.7. License** means the specific rights granted to Licensee by Handsoncode, either directly or through an Authorized Reseller, under the Agreement.
- 1.8. License Fee** means the fee payable for the License.
- 1.9. Licensee Product** means any proprietary software product owned or otherwise controlled by Licensee, in which the Software has been incorporated pursuant to the OEM License or other valid authorization from Handsoncode, and which Licensee may use for its internal purposes or make available to End-Users.
- 1.10. License Confirmation** means a document served to Licensee by Handsoncode stating the grant and type of the License granted and, if applicable, indicating a Licensee Product involved; the License Confirmation constitutes an integral part of the Agreement.
- 1.11. Major Release** means any release of new features or functionalities, including without limitation redesign or refactoring of the API. The current Major Release is represented in the first position of the Software version number.

- 1.12. Minor Release** means any release of backwards-compatible changes. The current Minor Release is represented in the second position of the Software version number.
- 1.13. Party or Parties** means either Licensee or Handsoncode, or both.
- 1.14. Patch Release** means any release of backwards-compatible bug fixes meaning internal changes that fix incorrect behavior of the Software. The current Patch Release is represented in the third position of the Software version number.
- 1.15. Software** means the Handsontable Pro software licensed to Licensee under these Terms and/or the Agreement.
- 1.16. Software License Key** means a pattern of numbers and/or letters provided to Licensee, used to activate and verify the legitimacy of the Software.

2. Intellectual Property Rights

- 2.1. Ownership.** Any and all intellectual property rights, including (a) inventions, patents and patent applications; (b) trademarks, service marks, trade names, trade dress, Internet domain names and other source indicators, together with the goodwill associated exclusively therewith; (c) copyrights, derivative rights, and other related rights in works of authorship; (d) registrations and applications for registration of any of the foregoing in (a) – (c); and (e) trade secrets, know-how and proprietary or confidential information in or related to the Software, including without limitation its source, object, or other type of code as well as preparatory design works, shall be owned, vest in, and inure to the exclusive benefit of Handsoncode.
- 2.2. Limited Use.** For the avoidance of doubt, copies of the Software created or transferred pursuant to the Agreement are licensed, not sold, and Licensee receives no title to or ownership of any copy or of the Software itself. Furthermore, Licensee receives no rights to the Software other than those specifically granted in these Terms. Licensee may reproduce the Documentation as reasonably necessary to support any such use of the Software as permitted under the License.
- 2.3. Open Source.** The open source libraries in the Software are included in compliance with pertaining licenses and subject to any such disclaimers and limitations on liability as set forth in the open source library licenses. To the extent the open sources library licenses are not Handsoncode products, Handsoncode expressly rejects and disclaims any and all liability for their content, consequences, or fitness for Licensee’s purposes. The full list of libraries included in the Software can be found at <https://docs.handsontable.com>.

3. License

- 3.1. General.** Licensee may (a) be granted the License directly by Handsoncode or through an Authorized Reseller, and (b) choose to operate the Software under the terms of one of the following types of the License. Unless expressly provided otherwise, Licensee may:
 - 3.1.1.** use source code of the Software exclusively to examine, debug and introduce modifications to it in order to provide better integration with Licensee Products;
 - 3.1.2.** not sell, resell, license, sublicense, lend, rent, provide for free or against fee, distribute as a standalone or integrated product source code of the Software;

- 3.1.3. not sell, resell, license, sublicense, lend, rent or distribute as a standalone product the compiled Software; or
 - 3.1.4. not use the Software and/or its source code to plan, design or develop products, libraries or other derivative works that may compete with the Software.
 - 3.2. **Enterprise License.** The Developer License grants Licensee a perpetual, non-exclusive, non-transferrable, worldwide right to:
 - 3.2.1. reproduce and modify source code of the Software;
 - 3.2.2. distribute, publicly perform, publicly display, and use in a Software-as-a-Service model the compiled Software (as well as its minified or obfuscated versions) – exclusively as part of the Licensee Product; and
 - 3.2.3. allow any number of its developers (meaning, an employee, contractor, registered student, research assistant or any third party authorized by Licensee to use the Software for development purposes) to make use of the rights as defined in Subsections 3.2.1 and 3.2.2 for the exclusive purpose of developing or performing related work on the Licensee Product.
 - 3.3. **OEM License.** The OEM License grants Licensee a perpetual, non-exclusive, non-transferrable, worldwide right to:
 - 3.3.1. reproduce and modify source code of the Software;
 - 3.3.2. distribute, publicly perform, publicly display, and use in a Software-as-a-Service model compiled Software (as well as its minified or obfuscated versions) – exclusively as part of the Licensee Product; and
 - 3.3.3. sublicense the compiled Software as an integral part of a Licensee Product for purposes of the End-User installation meaning any distribution or installation on a physical machine, such as server, operated or owned by an End-User. The right to sublicense is limited to any such Licensee Products and number of Ends-User Installations as specified in the License Confirmation. The Parties may also negotiate, agree, and introduce to the License Confirmation non-standard terms with respect to distribution, including resale or sublicensing, of the Software.

4. Order, Delivery, and Enjoyment of Software

- 4.1. **Ordering.** Licensee may elect to place an order for the Software either (i) independently, at handsontable.com/pricing, or (ii) with the assistance of Handsoncode sales department, or (iii) with an Authorized Reseller. The subject matter of the License is digital content meaning data produced and supplied in digital form. In the ordering process Licensee (i) may choose the type of License, (ii) will be informed of the License Fees and other data concerning the License, and (iii) may place the order – the order will be binding on Licensee when effectively placed.
- 4.2. **License Confirmation.** Before Licensee is bound by the Agreement, Handsoncode or an Authorized Reseller will provide it with the information identifying, defining, or otherwise communicating the License, characteristics of the Software (and other products and services involved), License Fees and other fees, and such other information as mandatory under the applicable law.

- 4.3. Delivery of Software.** Handsoncode or an Authorized Reseller will provide the Software, and – if applicable – a Software License Key, to Licensee through a reasonable system of electronic download immediately upon payment of the License Fee (“**Delivery Date**”).
- 4.4. Technical Requirements.** Enjoyment of the Software requires that Licensee, developer, End-User, or any other person authorized under the Agreement use a PC- or MAC-type computer and a browser compatible with the most up-to-date standards of JavaScript, HTML, or CSS programming languages. Detailed information concerning compatibility of particular types of browser may be found at: <https://docs.handsoncode.com>.

5. License Fees

- 5.1. License Fees.** Licensee will pay to Handsoncode a License Fee via wire transfer to the bank account as indicated by Handsoncode, or by any other method of payment as indicated by Handsoncode. Payment terms for License Fees payable to an Authorized Reseller are as specified by a given Authorized Reseller. Failure to pay full amount when due gives Handsoncode or an Authorized Reseller the right to withhold delivery of the Software and cancel the License.
- 5.2. Gross-up Clause.** All payments to be made under the Agreement shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority save as required by law. If Licensee is compelled to make any such deduction, it may have to pay to Handsoncode or an Authorized Reseller such additional amounts as are necessary to ensure receipt by them of the full amount which Handsoncode or an Authorized Reseller would have received but for the deduction. Upon request of Licensee Handsoncode or an Authorized Reseller will provide Licensee with a proper certificate of residence (for tax relief purposes, or the like).

6. Prohibited Uses; Indemnification

- 6.1. Prohibited Uses.** Licensee may not:
- 6.1.1.** distribute the Software or its modifications as part of any application, website or system that can be described as a development toolkit or software competitive with the Software;
 - 6.1.2.** change or remove the copyright notice from any of the files included in the Software or its modifications; or
 - 6.1.3.** use the Software in a manner that, either intentionally or unintentionally, violates any applicable local, state, national or international laws, good industry practice, these Terms or the Agreement, or any copyright or other right of Handsoncode or any third party.
- 6.2. Indemnification by Handsoncode.** Handsoncode will defend and indemnify Licensee from and against any third party claims, suit, or proceeding claiming that the Software infringes intellectual property rights. Licensee will give Handsoncode prompt notice of, and Handsoncode will control defense of, any covered claim of IPR infringement, including appeals, negotiations, and any settlement or compromise of it. Handsoncode will not

indemnify Licensee if the covered claim of IPR infringement is caused by (1) Licensee's misuse of modification of the Software; (2) Licensee's failure to use corrections or enhancements made available by Handsoncode; (3) Licensee's use of the Software in combination with any product not owned or developed by Handsoncode; or (4) information, directions, specifications, or materials provided by Licensee or any third party not under the direction of Handsoncode. If the Software is or is likely to be held infringing, Handsoncode, at its expense and option, in full satisfaction of its indemnity obligations will either (a) procure the right for Licensee to continue using the Software, (b) replace the Software with a non-infringing product, (c) modify the Software to make it non-infringing or (d) upon return of the Software, refund Licensee the License fees paid less a reasonable amount for Licensee's use of the Software up to the time of return.

- 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 remove any and all Licensee's accounts active or activated within the my.handsoncode.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 or the OEM 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), which includes best practices, code review and basic guidance;
 - b) access to Handsoncode forum at <https://forum.handsontable.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 24 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 handsontable.com.
- 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@handsontable.com), phone call, or online customer service software with live support and help desk capabilities, which includes best practices, code review and basic guidance; it also includes an actual coding work, hotfixes and workarounds for reported issues,
 - b) access to Handsoncode forum at <https://forum.handsontable.com>,
 - c) access to all Major, Minor and Patch Releases,
 - 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.

9. Disclaimer of Warranty; Limitation of Liability

9.1. Disclaimer of Warranty. LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE SOFTWARE IS AT LICENSEE'S OWN RISK AND THAT THE SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY WARRANTIES OR CONDITIONS WHATSOEVER. HANDSONCODE EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. HANDSONCODE DOES NOT WARRANT THAT THE SOFTWARE AND ITS FUNCTIONALITY, RELIABILITY AND PERFORMANCE WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. LICENSEE ASSUMES RESPONSIBILITY FOR SELECTING THE SOFTWARE TO ACHIEVE LICENSEE'S INTENDED RESULTS, AND FOR THE USE AND THE RESULTS OBTAINED FROM THE SOFTWARE. LICENSEE UNDERSTANDS THAT THE SOFTWARE MAY PRODUCE INACCURATE OR INCOMPLETE RESULTS BECAUSE OF ERRORS WITHIN THE SOFTWARE OR FAILURES BY LICENSEE TO PROPERLY USE THE SOFTWARE. LICENSEE ASSUMES FULL RESPONSIBILITY FOR ANY USE OF THE SOFTWARE AND BEARS THE ENTIRE RISK FOR SUCH ERROR AND FAILURES.

9.2. Limitation of Liability. IN NO EVENT SHALL HANDSONCODE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES WHATSOEVER INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, PERSONAL INJURY, LOSS OF PRIVACY OR OTHER PECUNIARY OR OTHER LOSS WHATSOEVER ARISING OUT OF USE OR INABILITY TO USE THE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. REGARDLESS OF THE FORM OF ACTION, HANDSONCODE AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAYABLE BY LICENSEE UNDER THE AGREEMENT. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW.

10. Confidentiality

Each Party ("**Receiving Party**") expressly undertakes to (i) retain in strict confidence all information and know-how transmitted, disclosed, or otherwise made available to it by the other Party ("**Disclosing Party**") that the Disclosing Party has identified as being proprietary and/or confidential or that, by the very nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential ("**Confidential Information**"), and (ii) to make no use of Confidential Information except for the purposes of execution, performance and enjoyment of the Agreement and applicable License. Without limiting the foregoing, Licensee will treat any and all source code for the Software as Confidential Information and will not disclose, disseminate or distribute such materials to any third party without Handsoncode prior written permission. The Receiving Party's obligations under this Clause 10 will apply at all times during the term of the License and for five (5) years following termination of it, provided, however, that (i) obligations with respect to source code shall survive in perpetuity and (ii) trade secrets shall be maintained as such until they fall into the public domain.

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.
- 11.5. Severability.** To the extent permitted by applicable law, the Parties waive any provision of law that would render any clause of the Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of the Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of the Agreement will continue in full force and effect.
- 11.6. Non-assignment.** Licensee will not assign or transfer any part of its rights or duties under the Agreement without Handsoncode prior written consent. Notwithstanding the foregoing, either Party may assign the Agreement in its entirety to its affiliate(s), or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. In such case, the assignor will notify the other Party in writing or by email without undue delay, and unless otherwise agreed upon in writing, the Agreement shall bind, and inure to the benefit of the Parties, their respective successors, and permitted assigns.
- 11.7. Amendments.** Where amendments to these Terms are such as to provide Licensee with new products, functionalities, or services, the amended terms and conditions governing such new products, functionalities, or services will be binding on Licensee as of the moment it chooses to make use of such products, functionalities or services. Without prejudice to the foregoing, any material amendments to these Terms for them to be binding on Licensee and/or effectively incorporated into the Agreement must be:

- 11.7.1.** made known to Licensee; and
- 11.7.2.** consented to by Licensee, either explicitly at support@handsotable.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.