Handsoncode

Software License Agreement

Version 2.0 last updated June 6, 2016

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1. **Definitions**

    1.1. **Affiliate** means an entity, institution, or organization that is directly or indirectly controlled by, or is under common control with another entity, institution, or organization, with at least majority ownership. Control, for the purpose of this definition, means any influence on the Affiliate, in particular ownership or control of more than 50% of voting interests of the subject.

    1.2. **Agreement** means this Software License Agreement with all its appendices.

    1.3. **Authorized Reseller** means a person, entity, institution or organization that has become a business partner that has entered into a contractual relationship with Handsoncode upon which has been granted by Handsoncode to sell the Software and enter, for and on behalf of Handsoncode, the Software License Agreement with Licensee.

    1.4. **Delivery Date** means the date that Licensee is invoiced for the Software either by Handsoncode or the Authorized Reseller.

    1.5. **Developer** means an employee, contractor, registered student, research assistant or any third party authorized by Licensee to use the Software for development purposes.

    1.6. **End-User Installation(s)** means any distribution or installation of the Software, as integral part of a Licensee Product, to a physical machine, such as server, operated by Licensee's End-User, as authorized only under an OEM License which is described herein under section 3.3.

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    1.8. **Handsoncode** means Handsoncode sp. z o.o., a limited liability company registered under the laws of Poland, with the registered seat in Gdynia, Poland, at 96/98 Aleja Zwycięstwa, postal code 81-451, Gdynia, Poland, entered into the Entrepreneurs Register of the National Court Register under number 0000538651.

1.9. Intranet means a network accessible only by the organization's members, employees, users, customers, or other people with authorization.

1.10. Licensee means any legal or individual person to whom a license is granted.

1.11. The License means the specific license granted to Licensee by Handsoncode through this Agreement.

1.12. License Fee means the fee payable by Licensee for utilization of the Software in accordance with the License.

1.13. Licensee Product(s) means any proprietary software product(s) owned or marketed by Licensee, in which the Software has been incorporated pursuant to an OEM-license or other valid authorization from Handsoncode and which Licensee according to the same License is authorized to make available to its own customers, or use for Licensee's internal purposes.

1.14. License Confirmation means a purchase confirmation document sent to Licensee by Handsoncode which states what License has been purchased and, if applicable, for which Licensee Product(s).

1.15. Major Release means any release of substantial news and improvements, possibly redesign, and refactoring of the API. Such a release is marked with a new number in the first position of the version number.

1.16. Minor Release means any release of backwards-incompatible changes. Such a release is marked with a new number in the second position of the version number.

1.17. Parties means Licensee and Handsoncode jointly.

1.18. Party means Licensee and Handsoncode individually.

1.19. Patch Release means any release of backwards-compatible bug fixes. A bug fix is defined as an internal change that fixes incorrect behavior. Such a release is marked with a new number in the third position of the version number.

1.20. Single website means a basic website published under single domain name. It does not include any form of authentication for users other than Licensee.

1.21. Software means the Handsontable Pro software licensed to Licensee under the terms of this Agreement, including Minor and Patch Releases during the first 12-month period after Delivery Date. To access Major Releases, Licensee must purchase an Extended Maintenance and Support.

1.22. Third Party means any natural person, legal person, entity, institution, or organization other than the Party.

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6.2. Licensee agrees not to use the Software and/or its source code to plan, design or develop products, libraries or other derivative work that competes with the Software.

Above actions can be applied if they do not contradict the provisions of section 3 of this Agreement.

7. License Fee and Refunds

    7.1. Licensee shall pay Handsoncode a fee, via payment card, Credit-Card, PayPal, or any other means of payment which Handsoncode may deem adequate. Failure to perform payment shall construe as material breach of this Agreement. Licensee warrants that he has inspected the Software and that it is adequate to his needs. Accordingly, however with restrictions to the provisions section 17 hereunder, as Software is intangible goods, Licensee shall not be, ever, entitled to any refund, rebate, compensation or restitution for any reason whatsoever, even if Software contains material or legal flaws.

    7.2. Licensee will pay and be liable for all actual or potential public burdens, including but not limited to taxes and duties, including penalties and interest imposed by any government entity, excluding taxes based upon Handsoncode net income. License fees are set as net amounts to which there will be added all potential public burdens.

    7.3. The payment terms and conditions for the License Fee payable to an authorized reseller are as specified by the specific Authorized Reseller.

8. Termination

    8.1. Handsoncode may terminate this Agreement upon Licensee's failure to comply with the terms and conditions of this Agreement. As a result, Handsoncode will cancel the License(s). Licensee must immediately stop using the Software upon termination and remove all of its components from any and all applications or other derivative work developed by Licensee. Termination of this Agreement will not limit any other rights of Handsoncode. Licenses canceled due to violation of the Agreement are non-refundable.

    8.2. Notwithstanding the foregoing, any Licensee product(s) sold, leased or provided by Licensee as agreed under this Agreement, to any of Licensee's End-Users, will not be affected by this termination, and such End-Users may continue to use Licensee product(s) with the Software included. Such End-Users must comply with the terms and conditions of this Agreement, but will have no other rights under the Agreement than the specific End-User rights.

9. Delivery

On Delivery Date, Handsoncode will make available for download to Licensee a copy of the Software licensed hereunder.

10. Technical Maintenance and Support

    10.1. Basic Maintenance and Support

        10.1.1. Each of Licenses, excluding the Trial License, includes basic 12-month period of basic maintenance and support.

        10.1.2. Basic maintenance and support is available between 08:00 a.m. and 5:00 p.m. of Warsaw, Poland local time ("Business Hours") Monday to Friday with the exception of public holidays in Poland ("Business Days").

        10.1.3. Basic maintenance and support includes and is limited to:

          a) 1 hour of technical support via email, which includes best practices, code review and basic guidance,

          b) Access to Handsoncode forum with address of https://forum.handsontable.com,

          c) Access to all Minor and Patch Releases.

        10.1.4. Basic technical maintenance in particular does not include an actual coding work.

        10.1.5. Technical support is served through the following email address: support@handsontable.com.

        10.1.6. Additional technical support will be payable upon previous agreement with regard to individual requirements.

        10.1.7. The initial response time is 48 Business Hours after the notification measured from the time that Handsoncode has been properly notified.

    10.2. Extended Maintenance and Support

        10.2.1. The Licensee can optionally acquire the extended maintenance and support for 12 months.

        10.2.2. Extended maintenance and support is available between 08:00 a.m. and 5:00 p.m. of Warsaw, Poland local time ("Business Hours") Monday to Friday with the exception of public holidays in Poland ("Business Days").

        10.2.3. Extended maintenance and support includes and is limited to:

          a) 10 hours of technical support via email, which includes best practices, code review and basic guidance. It includes an actual coding work, hot fixes and creating work-arounds for reported issues,

          b) Access to Handsoncode forum, with address of https://forum.handsontable.com,

          c) Access to all Major, Minor and Patch Releases,

         d) Direct contact with Handsoncode core developers.

10.3. Technical support is served through the following email address: support@handsontable.com.

10.4. Additional technical support will be payable upon previous agreement with regard to individual requirements.

10.5. The initial response time is within 12 Business Hours after the notification measured from the time that Handsoncode has been properly notified.

10.6. Handsoncode may, at any time, choose to discontinue the supply of Extended Maintenance and Support upon notice to Licensee, with or without cause, and shall in such case refund any unearned maintenance and support fee(s).

10.7. Right to Maintenance and Support can be exercised within 12 months only.

10.8. Unused Maintenance and Support hours are not refundable.

10.9. Under no circumstances will Handsoncode provide support of any kind to Licensee's End-Users.

11. Disclaimer of Warranty

11.1. Licensee expressly acknowledge and agree 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 the 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.

11.2. 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,

the Handsoncode aggregate liability arising out of or related to this Agreement shall not exceed the total amount payable by the Licensee under this Agreement. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent allowed by applicable law.

12. Confidentiality

Except as otherwise provided herein, each Party expressly undertakes to retain in confidence all information and know-how transmitted or disclosed to the other that the disclosing Party has identified as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, and expressly undertakes to make no use of such information and know-how except under the terms and during the existence of this Agreement. However, neither Party shall have an obligation to maintain the confidentiality of information that (i) it received rightfully from a third party without an obligation to maintain such information in confidence; (ii) the disclosing Party has disclosed to a third party without any obligation to maintain such information in confidence; (iii) was known to the receiving Party prior to its disclosure by the disclosing party; or (iv) is independently developed by the receiving Party without use of the confidential information of the disclosing Party. Further, either Party may disclose confidential information of the other Party as required by governmental or judicial order, provided such party gives the other Party prompt written notice prior to such disclosure and complies with any protective order (or equivalent) imposed on such disclosure. Without limiting the foregoing, Licensee shall treat any source code for the Software as confidential information and shall not disclose, disseminate or distribute such materials to any third party without Handsoncode prior written permission. Each Party's obligations under this section shall apply at all times during the term of this Agreement and for ten (10) years following termination of this Agreement, 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.

13. Force Majeure

Neither Party shall be deemed in default of this Agreement if failure or delay in performance is caused by an act of God, attack of aliens, robots uprising, cybernetic revolt, attack of hackers, fire, flood, severe weather conditions, material shortage or unavailability of transportation, government ordinance, laws, regulations or restrictions, war or civil disorder, or any other cause beyond the reasonable control of such Party.

14. Severability

If any provision of this Agreement is found void or unenforceable, the remainder will remain valid and enforceable according to its terms. If any remedy provided is determined to have failed for its essential purpose, all limitations of liability and exclusions of damages shall remain in effect.

15. Export regulations

The Software may be subject to export or import regulations, and the Licensee agrees to comply strictly with all such laws and regulations.

16. Specific rules concerning the provision of Software to Consumers

16.1. Consumer means a natural person who enters into this Agreement or executes it with an aim not directly related to his business or professional activity.

16.2. The Consumer is authorized to execute the right to withdrawal from this Agreement without giving any reason within 14 days after concluding the Agreement. The right to withdraw from the Agreement expires after 14 days from the date of concluding the Agreement.

16.3. To exercise the right of withdrawal, the Consumer must inform Handsoncode at the e-mail address support@handsontable.com about the decision to withdraw from this Agreement by an unequivocal statement.

16.4. To keep the deadline for withdrawal, it is sufficient to send to the Consumer the information on exercising the right of withdrawal from the contract before the deadline for withdrawal.

16.5. If the Consumer withdraws from this Agreement Handsoncode shall reimburse to him/her all the received payments immediately and in any event no later than 14 days from the day on which Handsoncode has been informed about the decision to exercise the right to withdraw from this Agreement. Reimbursement of payments will be done using the same payment method that you used for the initial transaction, unless expressly agreed otherwise; in any case you will not incur any fees in connection with the return.

17. Reports and Audit Rights

Licensee grants Handsoncode audit rights against Licensee to verify Licensee's compliance with this Agreement once within a calendar year (365 days) upon two weeks written notice.

18. Non-assignment

Licensee shall assign or transfer all, or any part of its rights under this Agreement without Handsoncode prior written consent. Notwithstanding the foregoing, either Party may assign this 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, Licensee shall notify Handsoncode in writing without undue delay, and unless otherwise agreed upon in writing, this Agreement shall bind, and inure to the benefit of the Parties, their respective successors, and permitted assigns.

19. Complaints procedure and customer support

Handsoncode handles complaints and provides customer support through the following email address: support@handsontable.com. On submitting a complaint, the Licensee should provide at least its name and contact details.

20. Choice of Law and Venue

This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of Poland, with Gdynia as exclusive legal venue.

21. Amendments

No amendment to, or modification of this Agreement will be binding unless in writing and signed by the Parties. In case of contradiction between the License Agreement and its Amendments, the latter shall prevail.

YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT UPON INSTALLATION AND/OR USE OF ALL HANDSONCODE PROPRIETARY SOFTWARE PRODUCTS.