

License

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Software, Source Code and Re-Seller License Agreement for Site Builder Pro

This Document outlines the standard contractual terms and conditions (the "Agreement") that apply to the provision of a license by Chilly Orange, a Thailand company, address:

*325/6 Moo 4 Soi 14 Mooban Chadkaew
Tambon Kuanlang,
Ampher Hatyai,
Songkhla 90110 Thailand*

(the "Company"), for use and resale of the Company's software application known as Site Builder Pro ("SB Pro" by the entity who has purchased SB Pro software license ("Software License") from the Company (the "User", or "you").

This Agreement takes effect when you click an "I Accept" button or check box presented when you purchase and/or first use SB Pro (the "Effective Date").

You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity.

You acknowledge that you have read, understand and agree to be bound by all of the terms and conditions contained in this Agreement.

1. Definitions

Each term defined in the introduction section above has its assigned meaning, and each of the following terms has the meaning assigned to it:

...

a) "Software" means the Company's Site Builder Pro ("SB Pro") software product in object code form, or any part thereof, and any and all printed, online and/or electronic documentation related thereto (hereinafter "Documentation"), as well as any maintenance releases as may be supplied to you by the Company, from time to time pursuant to this Agreement.

b) "Source Code" means the source code of the Software. More precisely, the Software's computer programming code in human readable format.

c) "Users" means you and/or your employees, and/or the employees of your Affiliates, as applicable.

d) "Computer Server" means any computer system that provides functionality for other computers / users, operating in the same network or other networks.

e) "Documentation" means the official user documentation provided by the Company to you on the use of the Software.

f) "Resale" means offering paid or free access to the Software to your customers or clients. Resale does NOT constitute the right to redistribute copies of the Source Code.

2. License Fee and Subscription Period

a) This license is valid until the 30th of May, 2017.

b) License sales are final and the Company does not refund License Fees under any circumstances. By accepting this Agreement, you fully understand that once the License Fee is paid to the Company, you will have no recourse for receiving a refund of any part of the License Fee.

3. Grant of License to Software

a) Upon payment of the applicable License Fee for the Software, and subject to your continued compliance with the terms and conditions of this Agreement, the Company hereby grants you a perpetual, nonexclusive, sub licensable, resalable license to use the Software and the Documentation.

b) Depending on the Software License purchased from the Company, you may: (i) use the Software either on 1 Computer Server or unlimited Computer Servers; (ii) Resale the Software either to a maximum of 5 users or unlimited users; and (iii) copy the Software for backup retrieval

users or unlimited users, and (iii) copy the Software for backup, retrieval, or resale purposes.

c) The Software is in use on a Computer Server when it is downloaded, loaded into and installed on the Computer Server. You agree to use your reasonable efforts to prevent and protect the contents of the Software and Documentation from unauthorized use or disclosure, with at least the same degree of care that you use to protect your own confidential and proprietary information, but in no event less than a reasonable degree of care under the circumstances. If the Company finds copies of the Software distributed without its consent, the Company has the right to terminate the Agreement.

4. Grant of Limited License to Source Code

In addition to the Software License granted in Section 3 above, the Company, subject to your continued compliance with the terms and conditions of this Agreement, hereby grants you a limited, non-exclusive, non-transferable, non-assignable, non-sub licensable, perpetual and royalty free license to the Source Code, and to exercise the following rights:

1. The Source Code is licensed for single use only. Depending on the Software License purchased from the Company, you may install and use the Software on one single Computer Server or make copies on more than one Computer Server, as long as the Source Code is used by a single user and/or organization.
2. The Source Code is provided to you so that you can create modifications, add or remove functionality, depending on your needs. You are entitled to use such modifications or additions in your applications and for the Software's resale purposes.
3. To market, sell software containing the modified Source Code, in line with the Software License purchased.

5. Restrictions

a) The Software and Source Code licenses granted in Sections 3 and 4 above is expressly made subject to and limited to the following restrictions:

1. You may not assign or otherwise transfer this Agreement or any of its rights or obligations under it, without the Company's prior written consent.

c) You may not use the Source Code to create a competitive product.

2. You may not use the Source Code to create a commercial product that competes with the Software.
 3. Under no circumstances may any portion of the Source Code or any modified version of the Source Code be distributed, disclosed or otherwise made available to any third party. You agree to ensure the confidentiality of the Source Code and to limit access to the Source Code either to your employees required to provide the modifications to, or maintenance of and support for the Software, or to a consultant who is not a competitor of the Company.
 4. Install the Software on a number of Computer Servers in excess of that which is permitted in the Software License.
 5. Resale the Software or any modified version of the Software to a number of users in excess of that which is permitted in the Software License.
 6. Owning a Software license is a prerequisite for exercising the rights contained in the Source Code license.
- b) Any such forbidden use shall immediately terminate your License to the Software, and the Source Code.

6. Ownership

- a) The Source Code is licensed, not sold. The Source Code is owned by the Company and is protected by copyright law and international treaties. All right, title and interest in the Source Code remain exclusively owned by the Company.
- b) You must treat the Source Code as copyrighted, proprietary material, and shall not use or copy the Source Code except as provided for in this Agreement. You must keep intact all copyright notices for the Source Code and all notices that refer to this Agreement with every copy of the Source Code you publish.

7. Disclaimer of Warranty, Limitation of Liability

- a) The Source Code and the Software are provided "as is" without warranty of any kind either expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
- b) Under no circumstances and under no legal theory, tort, contract, or otherwise, shall the Company be liable to you or any other person for any indirect, special, incidental, or consequential damages of any

any indirect, special, incidental, or consequential damages of any character including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses, even if the Company has been advised of the possibility of such damages, or for any claim by any other party.

8. Company Trademarks

a) You may delete, remove, hide, move or alter any trademark, logo, icon, image or text that represents the company name of the Company, any derivation thereof, or any icon, image, or text that is likely to be confused with the same.

9. Compliance with Applicable Laws

a) The Software and Documentation are protected by the intellectual property laws and applicable copyright laws.

b) You agree that you shall use the Software and Documentation solely in a manner that complies with all applicable laws in the jurisdictions in which you use the Software and Documentation, including, but not limited to, applicable restrictions concerning copyright and other intellectual property rights.

10. Software Updates and Software Support

a) For a period of 1 year from the date you purchase the Software, the Company shall provide you with any updates to fix bugs and improve/add new functionality to the Software, alongside the updated Source Code. The Company does however not guarantee such updates.

b) In addition, the Company shall, for a period of 1 year from the date you purchase the Software, provide you with free support and maintenance services in respect to any issues or problems you may encounter when using the Software and/or the Source Code. Depending on the which package was purchased, support shall either be provided by email or by one-on-one live chat.

c) After expiry of the 1-year period from the date your purchase the Software, the Company shall not offer any updates and/or support services unless and until you pay a yearly fee for each year you require updates and/or support services. The yearly fee depends on the

purchased package as is one of the following: Starter - \$149,

Professional/Enterprise - \$479.

d) Any supplemental software code or related materials that the Company provides to you as part of any support and/or maintenance services are considered part of the Software and are subject to the terms and conditions of this Agreement.

11. Third Party Programs

a) To the extent the Software is bundled with third party software programs; these third party software programs are governed by their own license terms, which may include open source or free software licenses.

b) Nothing in this Agreement limits an end user's rights under, or grants the end user rights that supersede, the terms of any such third party software.

12. Indemnification

You will, at your own expense, indemnify and hold the Company, its directors, officers, agents and suppliers, harmless from and against any and all claims, actions, liabilities, losses, damages, judgments, grants, costs, and expenses, including reasonable attorneys' fees (collectively, "Claims"), arising out of any use of the Software by you, any party related to you, or any party acting upon your authorization in a manner that is not expressly authorized by this Agreement.

13. Term and Termination

a) This Agreement shall continue in effect for an indefinite period, until terminated as provided herein.

b) Without prejudice to any other rights, this Agreement will terminate automatically without notice to you if you breach or fail to comply with any of the terms of this Agreement, and you agree that in any such case that the Company may, in addition to any other remedies it may have at law or in equity, require you to immediately cease use of the Software and the Source Code.

c) Upon any termination of this Agreement for any reason, you agree to uninstall the Software on your Computer Server and destroy the Documentation and any other data including License Keys obtained

from the Company, and provide written verification of such destruction to the Company.

d) Sections 3,4,5,6,7,8 and 12 shall survive termination of this Agreement.

14. Governing Law

a) This Agreement is governed by and shall be construed in accordance with the laws and regulations of the kingdom of Thailand.

b) Any dispute or difference which may arise between the parties concerning interpretation of this Agreement or in relation to any matter arising under this Agreement, which cannot be settled amicably and in good faith between the parties, shall be referred to arbitration in the Kingdom of Thailand, under its arbitration rules in existence at that time.

15. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

16. Entire Agreement

a) This Agreement constitutes the exclusive statement of the entire agreement between the parties and supersedes all prior oral and written representations or agreements between the parties as to the subject matter of this Agreement.

b) Except as otherwise provided in this Agreement, all amendments and changes to the Agreement must be in writing and signed by both parties.

