AITOC, Inc. License Agreement for Magento Extensions.

1. General

This is a legal Agreement between AITOC Inc. and Customer that covers Customer's purchase and use of Extensions for Magento (Products) developed by AITOC Inc. By purchasing the Product Customer is asserting with the below-stated Terms and Conditions of the present Agreement. Any violation of this Agreement will automatically deprive the Customer of the right to use the Product, thus the Customer must cease using it and terminate all copies and derivatives of the Product at Customer's disposal.

2. License

2.1 General issues

By purchasing the Product Customer obtains a License, which will remain valid until the Customer stops using the Product or until AITOC terminates this License because of Customer's failure to comply with any of its Terms and Conditions.

A sold License does not include ownership of any original works, part of thereof, or any documentation or derivative works of the Product. Editing License file in any way other than via Administrator Control Panel User Interface will result in License revocation, Client's deprivation of right for a refund, Product update, and in Product's incorrect operation. AITOC doesn't bear any responsibility for any personal or business data loss or damaging of site in case of License functionality editing attempts.

2.2 License Registration

AITOC offers a Single Installation License for its Magento extensions. Each license can be used only on one production Magento installation. It can also be used on unlimited number of test Magento installations. All Magento installations where the Product is used should be associated with specific Licenses by registering at AITOC. To register the License the Customer has to specify the domain name of the live site and the development hosts. License registration is optional, but no support will be performed for unregistered licenses.

3. Copyright

Any unauthorized copying, renting, leasing, sublicensing, pledging, conveying, creating any Derivative Works, or disclosing of modification source codes in any way, porting of Product to other platforms and content management systems without prior written approval from AITOC Inc. is prohibited.
Proofs of copyright infringement include, but are not limited to, similar code style and structures and containing similar to Product source code, layout and design.
Customer is not allowed to remove the original AITOC Inc. copyright inscription from the source code of the Product. Modifications of the source code are allowed, but at own risk.
If revealed that the Product is used in breach of the above mentioned terms of use, AITOC, Inc. is authorized to suspend the license, advising the Customer on what actions are

required to resolve the matter. In cases of a severe or repetitive violation where advice has been ignored, AITOC Inc. is authorized to revoke the License.

The source code and files are exclusively owned by AITOC Inc. and are subject to US Copyright Law and Copyright Laws of the State of Delaware, as well as international copyright treaty provisions. AITOC Inc. retains title to and ownership of the Product and all enhancements, modifications and updates of the Product.

The exclusive forum for disputes arising out of, or relating to, this Agreement shall be an appropriate federal or state court in the county of New Castle, Delaware.

4. Installation

Each Paid Product package includes an automated Installer. Free products may come without the Installer. The automated installation may depend on configuration of operational Magento solution. AITOC does not pledge for its installation module to operate successfully on modified as well as non-modified Magento solution. In case of any problems with automatic installation the Customer may purchase installation service executed by AITOC's staff. To use the paid installation service the Customer is obliged to present correct web-site access information to AITOC support personnel, as well as valid registered License information. Installation service payments are non-refundable.

5. Product Support Policy

Support period, the number of available support hours, and the priority level of support are defined by the Customer at the moment of purchase. Support period and the number of available support hours can be extended before the expiration of the initial terms indicated during purchase, but not before the first half of the term is over.

If the Customer doesn't purchase enough support in advance, support time can be purchased at AITOC.com at the time when the Customer needs it. The rates of support services acquired separately from the purchase of the products are higher.

If necessary, support team shall provide to the Customer, without additional charge, minimal written consultation over e-mail to direct Customer towards the possible solution of the problem.

No support will be performed for unregistered licenses.

In cases when extraordinary support efforts are required, Customer will be charged extra or will be offered a refund. Under extraordinary support efforts AITOC, Inc. supposes a request which probable cost to resolve may exceed the cost of the purchased Product.

Support team preserves the right to ignore any appeals or requests, not falling under the present conditions. All information acquired from AITOC, Inc. support team is advisory only and shall not create any warranty for AITOC Inc.

6. Service Level Agreement

AITOC, Inc. will provide support services via support tickets system on the products' pages Monday – Friday, 8 am - 5 pm GMT (3 am -12 pm EST).

7. Product Updates

AITOC will timely release the information about new updates in the Changelog tab on the Product page. It is Customer's responsibility to check for updates availability.
Free updates are available within the term that the customer specifies during the purchase. Customer can prolong the free updates period before the expiration of the initial terms indicated during purchase, but not before the first half of the term is over.

All updates can be used only as a replacement of a previously purchased Product, not as a separate copy of a Product.

AITOC reserves the right to determine which products will be updated and when. AITOC reserves the right to discontinue product updates.

Customer is not obliged to purchase new updates once old ones are expired. The decision about whether to purchase an update and when is solely Customer's right. Customer can continue using the Product after the free update period is over.

8. Refunds

Customer may demand a refund for any AITOC Inc. Product within a 30-day period from the date of purchase. Any clarification of Customer's refund claim within the 30-days period is optional. AITOC staff will check the compliance of all License information before resolving money refund issue. AITOC Inc. reserves the right to deny money refund claimed within the stated period if Customer's License info is incomplete and/or incorrect.
Refund requests submitted after the expiration of the 30 days period shall not be accepted.

Refunds of support hours that are purchased together with the module shall be processed only together with the module refund within 30 days from the purchase date, and only when they haven't been used. Support team shall notify the Customer before performing the services that would decrease the amount that can be refunded.

Refunds of money paid for support services that were purchased separately from the Product shall not be issued.

AITOC Inc. considers its Product refunded when the money has been withdrawn from its account. If no notification of non-acceptance has been received from client within 10 bank days, product is treated as refunded. The Customer is obliged to uninstall the product before requesting the refund and terminate all its copies and derivatives within the 5 bank days starting from the day of initiation of money refund process.

AITOC Inc. is not responsible for any damages neither with Magento running, nor with business profits or information occurring due to enforced manual deleting of refunded Product or its derivatives.

9. Confidentiality

Each party agrees that it shall not disclose any information concerning the customers, trade secrets, methods, processes or procedures or any other confidential, financial or business information of the other party, which it learns during the course of its performance of this Agreement to any third party, without the prior written consent of such other party. This obligation shall survive the cancellation or other termination of this Agreement or License. The Product contains trade secrets and proprietary know-how that belong to AITOC Inc. and it is being made available to Licensee in strict confidence. AITOC, Inc. doesn't collect any personal or business information, except for the information in its Products that ensures the Product's valid purchase and exploitation, which is:

- Server name;
- Server host name;
- Server address (IP);
- Magento installation version;
- Personal identification for the Magento installation, issued by AITOC server during purchase;
- Magento installation source code path;
- Magento default host domain name;
- Magento current host domain name;
- Magento admin area path;
- Module's key name;
- Module's version;
- Module's identification number in AITOC DB;
- License purchase identification number.

10. Disclaimer of Responsibility

AITOC Inc. Products are not stand-alone solutions and require Magento to be installed primarily with a valid Magento License.
AITOC Inc. does not guarantee for its Product to operate correctly on any Magento solution, either modified or non-modified.
AITOC Inc. does not bear any responsibility for damages or incorrect running of the Magento solution, occurred due to installation or utilizing of Module.
AITOC Inc. disclaims any accountability for content of a site on which the Product is installed. Complaints received from any third party may result in License suspension or revocation if the matter cannot be resolved. License suspension action is at the sole discretion of AITOC Inc. and is intended to offer both parties time for settlement or advice. License reinstatement shall remain Vendor's exclusive privilege.

AITOC Inc. is not liable to Customer or any third party for any damages including, but not limited to, loss of business or business profits, loss of business information due to using AITOC Inc. Products.

By accepting this License Agreement Customer acknowledges to use the Product at own risk and has clear understanding of responsibility for any damage to own computer system and data.

11. Changes in Conditions

AITOC Inc. reserves the right to modify these agreement terms at any time.

It is solely Customer's responsibility to inquire about any changes made to the present Agreement.

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Last updated on June 27th, 2013.