



## Wow.js Commercial Extended License Agreement (Unlimited use)

This License Agreement (the “Agreement”) is between Matthieu Aussaguel and You. If you have not purchased a Wow.js commercial license from Matthieu Aussaguel, these terms do not apply to you, and your use of the Wow.js Software or Graphic is instead an open-source License.

### Definitions

- “Application” means any software, application, element or graphic that Your Licensed Developer or Designer uses to create a Software or user interface design in accordance with this Agreement.
- “End User” means an end user of Your Application who acquires a license to such solely for their own use and not for distribution, resale, user interface design, or software development purposes.
- “Licensed Developer” or “Licensed Designer” (“Licensed Developer or Designer”) shall mean an individual person permitted to use Wow.js and make Modifications for your Applications, whether such person is Your employee or a consultant or contractor providing services to You.
- “Modification” means any revision, adaptation, or derivative of Wow.js produced by You.
- The “Software” or the “Graphic” (“Software or Graphic”) means the product you have purchased a License for, namely Wow.js.

### Commercial license grant

Subject to the terms of this Agreement, Matthieu Aussaguel grants to You a revocable, non-exclusive, non-transferable license: (i) for one (1) Licensed Developer or Designer to use Wow.js to create Modifications and Applications; (ii) for You to distribute Wow.js and/or Modifications to an unlimited number of End Users solely as integrated into the Applications; and (iii) for the End User to use Wow.js as incorporated into Your Applications in accordance with the terms of this Agreement.

You are entitled to receive all updates to the major version of Wow.js licensed by you, as well as any later version of Wow.js that Matthieu Aussaguel, in writing, explicitly authorizes you to use. Matthieu

#### *(Summary)*

*This license grants your Licensed Developer or Designer to use Wow.js for an unlimited number of Applications. It is not exclusive to You — others companies and developers can use Wow.js — and is non-transferable — you cannot transfer this license to another company.*

#### *(Summary)*

*You can use this license with, as well as later versions if Matthieu Aussaguel authorizes it. Later versions of Wow.js*

Aussaguel makes no representation that any update will be compatible with your Application.

*may not be compatible with your Application.*

## Ownership

This is a license agreement and not an agreement for sale. Matthieu Aussaguel reserves ownership of all intellectual property rights inherent in or relating to Wow.js and corresponding source code or design, which include all copyright, patent rights, all rights in relation to registered and unregistered trademarks (including service marks), confidential information (including trade secrets and know-how) and all rights other than those expressly granted by this Agreement.

*(Summary)*

*This license is for use of Wow.js, not ownership of its intellectual property. Matthieu Aussaguel continues to own Wow.js.*

You must not remove, obscure or interfere with any copyright, acknowledgment, attribution, trademark, warning or disclaimer statement affixed to, incorporated in or otherwise applied in connection with Wow.js. Notwithstanding the above, you are permitted to produce, use, and distribute compressed or “minified” copies of Wow.js that do not bear the notices contained in the Software’s source code or Graphic source file of Wow.js, so long as you otherwise comply with the terms of this license.

*(Summary)*

*When you distribute your work with Wow.js, do not remove or change any disclaimers from the source files. You can however minify the source files, which may remove or change the disclaimers.*

## Prohibited Uses

1. Your Application must have substantially different functionality than, and must not compete directly with, Wow.js.
2. You cannot create something very similar to Wow.js. Make something unique.
3. You may not distribute Wow.js or Modifications except as included within Your Application.
4. If You produce an Application for a customer, You are responsible for ensuring that your customer does not make use of Wow.js except with Applications licensed herein.
5. Do not re-package Wow.js unless it’s part of your Application.
6. Likewise, your customer should be using Wow.js as part of your Application.
7. Your Application must not enable End Users to produce separate applications that incorporate Wow.js or Modifications.

## Termination

This Agreement and the License granted hereunder shall continue until terminated in accordance with this Section. Unless otherwise specified in this Agreement, the license shall last as long as Your use of Wow.js is in compliance with the terms herein.

*(Summary)*

*This Agreement applies for as long as you use Wow.js.*

Matthieu Aussaguel shall have the right to terminate this Agreement and the license granted hereunder immediately if You breach any of the material terms of this Agreement, and You fail to cure such material breach within thirty (30) days of receipt of notice from Matthieu Aussaguel. Upon termination of this Agreement, all licenses granted to You in this Agreement shall terminate automatically and You shall immediately cease use and distribution of Wow.js.

*(Summary)*

*Matthieu Aussaguel can end this Agreement if you breach any terms, and do not resolve the breach after 30 days after notice from Matthieu Aussaguel. After termination, you must stop using and distributing Wow.js.*

Upon termination of this Agreement, You must cease all use of Wow.js. If, prior to your breach of this Agreement, You delivered Applications incorporating Wow.js to Your End Users, those End Users' licenses shall survive termination.

*(Summary)*

*After termination, your end users may continue to use Wow.js in products that have already been distributed to them.*

## Disclaimer of Warranties

TO THE EXTENT PERMITTED BY LAW, Matthieu Aussaguel DISCLAIMS ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARDS TO Wow.js. Matthieu Aussaguel DO NOT GUARANTEE THAT THE OPERATION OF Wow.js OR YOUR APPLICATION WILL BE UNINTERRUPTED, ERROR-FREE OR PIXEL PERFECT, AND YOU ACKNOWLEDGE THAT IT IS NOT TECHNICALLY PRACTICABLE FOR US TO DO SO.

*(Summary)*

*Matthieu Aussaguel does not claim any warranties or guarantees with using Wow.js. There may be bugs or off-pixels.*

## Limitation of Liabilities

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL Matthieu Aussaguel BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LAW) ARISING OUT OF THE USE OF OR INABILITY TO USE Wow.js OR THE CODE IT PRODUCES OR ANY OTHER SUBJECT MATTER RELATING TO THIS AGREEMENT, EVEN IF Matthieu Aussaguel HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, THE CREATOR'S ENTIRE LIABILITY WITH RESPECT TO ANY SUBJECT MATTER RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE GREATER OF: (I) THE AMOUNT ACTUALLY PAID BY YOU FOR THE LICENSE, OR (II) ONE HUNDRED DOLLARS (\$100).

*(Summary)*

*Matthieu Aussaguel is not liable if your business is harmed or you lose money as result of using Wow.js.*

## Indemnification

While redistributing Wow.js or Modifications thereof as part of Your Application, You may choose to offer acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this Agreement. However, in accepting such obligations, You may act only on Your own behalf and on Your sole responsibility, and not on Matthieu Aussaguel's behalf.

*(Summary)*

*While distributing Wow.js to your end users, you can offer them support for Wow.js, but only on your own behalf. That is your responsibility, not Matthieu Aussaguel's.*

You agree to indemnify, hold harmless, and defend Matthieu Aussaguel and its owners, officers, agents, and affiliates from and against any and all claims, lawsuits and proceedings (collectively "Claims"), and all expenses, costs (including attorney's fees), judgments, damages and other liabilities resulting from such Claims, that arise or result from: (i) Your use of Wow.js in violation of this Agreement; (ii) the use or distribution of Your Application, except to the extent such claim is based solely on the inclusion of Wow.js therein; (iii) Your Modification of the Software's source code or Graphic's source file; or

*(Summary)*

*If someone sues Matthieu Aussaguel as a result of your use of Wow.js, you are responsible for any resulting cost to Matthieu Aussaguel.*

(iv) Your accepting support, warranty, indemnity, or additional liability as described in Section 8.1.

## Payment and Taxes

All payments under this Agreement are due to Matthieu Aussaguel upon Your purchase of a license to Wow.js.

Each party shall be responsible for all taxes (including, but not limited to, taxes based upon its income) or levies imposed on it under applicable laws, regulations and tax treaties as a result of this Agreement and any payments made hereunder (including those required to be withheld or deducted from payments); provided that You shall be responsible for any value added tax, use tax, sales tax, or similar tax, and shall pay or reimburse Matthieu Aussaguel for the same upon invoice. Each party shall furnish evidence of such paid taxes as is sufficient to enable the other party to obtain any credits available to it, including original tax withholding certificates.

*(Summary)*

*We are each responsible for any taxes that we owe as a result of this agreement.*

## Miscellaneous

**Software Updates and Upgrades.** The license granted herein applies only to the version of Wow.js available when purchased in connection with the terms of this Agreement, and to any updates and/or upgrades to which You may be entitled. Any previous or subsequent license granted to You for use of Wow.js shall be governed by the terms and conditions of the agreement entered in connection with purchase or download of that version of Wow.js.

*(Summary)*

*This license applies to Wow.js. Previous licenses still apply if you have used a previous version with a different license.*

**Survival.** The provisions of sections 4 through 10 will survive termination of this Agreement.

**Compliance with Applicable Laws.** You agree that You will comply with all applicable laws and regulations with respect to Wow.js, including without limitation all export control laws and regulations.

**Marketing.** You agree to UpLabs Inc. and Matthieu Aussaguel's use of Your name, trade name, and trademark, for use in UpLabs Inc. and Matthieu Aussaguel's marketing materials and its website, solely to identify you as a customer of UpLabs Inc. and Matthieu Aussaguel.

*(Summary)*

*You agree that UpLabs Inc. and Matthieu Aussaguel can use your name and your logo for marketing.*

**Assignment.** This Agreement may be assigned by Matthieu Aussaguel in whole or in part and will inure to the benefit of Matthieu Aussaguel's successors and assigns. You may not assign or transfer this Agreement without Matthieu Aussaguel's prior written consent. Notwithstanding the foregoing, however, if You transfer ownership of an Application to a customer for which it was developed or created, You may assign this Agreement to that customer (the "Assignee") provided: (i) You provide written notice to Matthieu Aussaguel prior to the effective date of such assignment; and (ii) there is a written agreement, wherein the Assignee accepts the terms of this Agreement.

*(Summary)*

*You may assign this license to a customer, or another company or organization, so long as you get Matthieu Aussaguel's written permission.*

**Entire Agreement.** The terms and conditions stated herein set forth the entire agreement of the parties and replace and supersede all other contracts, agreements, and understandings, written or oral, relating to the subject matter hereof.

*(Summary)*

*Your use of Wow.js is governed only by this agreement.*

**Severability.** In the event that any portion of this Agreement is held to be unenforceable, such portions shall not limit or otherwise modify or affect any other portion of this Agreement.

*(Summary)*

*If there is a problem with any part of this agreement, the rest of the agreement will remain in place.*

**Modification; Waiver.** This Agreement cannot be amended except by a written instrument executed by each of the parties. The failure of either party to enforce any provision of this Agreement may not be deemed a waiver of that or any other provision of this Agreement.

*(Summary)*

*No changes to this Agreement, unless Matthieu Aussaguel confirms it in writing. All of these terms remain enforceable even if Matthieu Aussaguel doesn't enforce them at every opportunity.*

**Governing Law.** This Agreement is governed by the laws of the State of New York (notwithstanding

*(Summary)*

conflicts of laws provisions), and all parties irrevocably submit to the jurisdiction of the state or federal courts of the State of New York and further agree to commence any litigation which may arise hereunder in the state or federal courts located in the judicial district of Kings County, New York. The UN Convention on Contracts for the International Sale of Goods is expressly excluded.

*This agreement is governed by New York State laws and, if necessary, will be enforced in New York courts.*

**Government Use.** If Wow.js or any related documentation is licensed to the U.S. Government or any agency thereof, it will be considered to be “commercial computer software” or “commercial computer software documentation,” as those terms are used in 48 CFR § 12.212 or 48 CFR § 227.7202, and is being licensed with only those rights as are granted to all other licensees as set forth in this Agreement.