

Single non-SaaS Website License Developer End User Agreement

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Handsoncode Sp. z o.o. with its registered seat in Gdynia, Aleja Zwycięstwa 96/98 (81-451 Gdynia) Poland, entered into the Entrepreneurs Register of the National Court Register under number 0000538651, hereinafter referred to as "HANDSONCODE".

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Author: Handsontable sp. z o.o.

License: Open source (MIT)

<http://handsontable.com>

numeral.js

Author: Adam Draper

License: Open source (MIT)

<http://adamwdraper.github.com/Numeral-js>

ZeroClipboard

Author: Jon Rohan, James M. Greene

License: Open source (MIT)

<http://zeroclipboard.org>

Pikaday

Author: David Bushell

License: Open source (BSD & MIT)

<https://github.com/dbushell/Pikaday>

moment.js

Author: Tim Wood, Tskren Chernev, Moment.js contributors

License: Open source (MIT)

<http://momentjs.com>

formula.js

Author: Sutoiku, Inc

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<http://stoic.com>

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In consideration of the License granted under clause 2 (Terms of agreement), Developer End User shall pay HANDSONCODE a fee, via Credit-Card, PayPal or any other mean which HANDSONCODE may deem adequate. Failure to perform payment shall construe as material breach of this Agreement. Developer End User warrants that he has inspected SOFTWARE PRODUCT(S) and that it is adequate to his needs. Accordingly, as SOFTWARE PRODUCT(S) is intangible goods, Developer End User shall not be, ever, entitled to any refund, rebate, compensation or restitution for any reason whatsoever, even if SOFTWARE PRODUCT(S) contains material flaws.

10. SUPPORT

Developer End User may purchase technical support for SOFTWARE PRODUCT(S) for an additional fee. HANDSONCODE does not provide technical support for any source code that has been modified by any party other than HANDSONCODE. In no event will HANDSONCODE provide support of any kind to End-Users of your integrated products.

The terms and conditions of technical support served by HANDSONCODE are drawn up in a separate document which needs to be accepted separately.

11. 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

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You may not assign, sublicense, sub-contract, or otherwise transfer this Agreement, or any rights or obligations under it, without HANDSONCODE's prior written consent.

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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.

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The source code being purchased contains the non-minimized original JavaScript, HTML & CSS files of the Software. The source code of the SOFTWARE PRODUCT(S) is an important intellectual property of HANDSONCODE. Purchasing a license with source code does not constitute transfer of any legal ownership to the SOFTWARE PRODUCT(S) or its source code. You may use the source code of the SOFTWARE PRODUCT(S) according to the following conditions:

1. You may examine, debug and introduce modifications to the SOFTWARE PRODUCT(S) and its source code in order to provide better integration with your web sites, applications or other products.
2. You agree not to use the SOFTWARE PRODUCT(S) and/or its source code to plan, design or develop products, libraries or other derivative work that competes with the SOFTWARE PRODUCT(S).

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HANDSONCODE may terminate this EULA upon your failure to comply with the terms and conditions of this EULA. As a result HANDSONCODE will cancel your license(s). You must immediately stop using the SOFTWARE PRODUCT(S) upon termination and remove all of its components from any and all applications or other derivative work developed by you. Termination of this agreement will not limit any other rights of HANDSONCODE. Any provision of this agreement that is intended to survive termination of this agreement will survive termination. Licenses canceled due to violation of the agreement are non-refundable.

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The SOFTWARE PRODUCT(S) may be subject to export or import regulations, and you agree to comply strictly with all such laws and regulations.

19. MODIFICATIONS

This EULA may only be modified in writing signed by you and an authorized employee of HANDSONCODE. If any provision of this EULA 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 set forth in the Limited Warranty shall remain in effect.

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.

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