

# **Single SaaS/OEM 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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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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HANDSONCODE updates the SOFTWARE PRODUCT(S) on a subscription basis. A subscription lasts for a 12-month period from the date of purchase. Developer End User will be eligible to receive all major and minor updates for the SOFTWARE PRODUCT(S) during this 12-month period. Upon expiration of a subscription (12-months, plus 1 day after original purchase date), Developer End User can optionally renew the SOFTWARE PRODUCT(S) subscription for an additional 12-month period (and each subsequent year thereafter) in order to continue receiving major and minor updates of the SOFTWARE PRODUCT(S) from HANDSONCODE.

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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**

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## **12. NO ASSIGNMENT**

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.

## **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.

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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.

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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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