

Cx Framework Commercial License Agreement

Version 1.1

This Agreement is made between Codaxy d.o.o. (the “Licensor”) and you or the organization on whose behalf you are entering this agreement (the “Licensee”). Acceptance of this Agreement by the parties shall entitle the Licensee to use Cx Framework (the “Software”), subject to the terms and conditions stated herein.

1. DEFINITIONS

1.1 “Party” means the Licensee or the Licensor.

1.2. “Third Party” means any person or organization other than the Licensor or the Licensee.

1.3 “Software” means all source code, in whole and/or part; all printed materials; “online” or electronic documentation; data, images; updates and upgrades; and anything provided or made available to the Licensee for use with or in conjunction with the Software.

1.4 “Software Version” means a state of the Software labeled with a unique version number in the format of {major}.{minor}.{patch} (e.g. 16.9.5).

1.5 “Patch” means an update to a Software Version containing primarily bug-fixes. Patches have the same major and minor version numbers as the Software Version that is being updated.

1.6 “Application” means any software or application that is developed using the Software.

1.7 “Licensed Developer” means a single person authorized by the Licensee to use the Software to develop Applications, whether such person is an employee of the Licensee or a contractor acting within the scope of the services they provide for the Licensee.

1.8 “Intellectual Property Rights” means all rights in and to any copyright, trademark, trading name, design, patent, know how (trade secrets) and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic field and any application or right to apply for registration of any of these rights and any right to protect or enforce any of these rights.

1.9 “Confidential Information” means information that:

- a. is by its nature confidential;
- b. is designated in writing by the Licensor as confidential;
- c. the Licensee knows or reasonably ought to know is confidential;
- d. Information comprised in or relating to any Intellectual Property Rights of the Licensor.

1.10. “Open-Source Software” means computer software with its source code made available with a license in which the copyright holder provides the rights to study, change, and distribute the software to anyone and for any purpose under the defined terms and conditions.

1.11 “Third-Party Dependency” means any Open-Source Software product used or required by the Software.

1.12 “Effective Date” means date when this agreement becomes effective. If not expressed otherwise, it’s the date of the “License Fee” invoice.

1.13 “Support Subscription Period” means period of time during which the Licensee is entitled to Maintenance and Support services. If not expressed otherwise, this is the period commencing with the Effective Date and lasting 365 days.

2. LICENSE GRANT

2.1 Subject to the payment of the fee required and the terms and conditions herein, the Licensor grants to the Licensee a perpetual, royalty-free, revocable, non-exclusive, non-transferable License to design, develop, test and distribute Applications developed by Licensed Developers through or by the use of the Software.

2.2 The Software’s source code is provided to the Licensee and modifications are allowed under the terms of this Agreement.

2.3 The License is limited to the Software Versions released prior to or within the Support Subscription Period.

2.4 The Licensee may use the Software only to create Applications that are significantly different than and which do not compete with the Software. If an Application is used for software development purposes, a separate commercial license for all users of the Application is required.

3. MAINTENANCE AND SUPPORT

3.1 Subject to the payment of the fee required and the terms and conditions herein, the Licensor will provide maintenance and support service to the Licensee during the Support Subscription Period.

3.2 Maintenance and Support is limited to:

1. License grant rights specified under clause 2 to all Software Versions released during the Support Subscription Period;
2. priority bug-fixing support;

3. right to receive one hour of technical support per Licensed Developer provided by email.

3.3 The Licensor may limit or terminate access to Maintenance and Support in case of excessive use, determined in its sole and reasonable discretion of the Licensor.

4. FEES

4.1 In consideration of the Licensor providing the License under clause 2 and/or Maintenance and Support under clause 3 of this License Agreement, the Licensee agrees to pay to the Licensor the amount of the "License Fee", "Support Subscription Fee" and other fees presented to the Customer during the online ordering process or through a price quote.

4.2 Customer shall, in addition to the other amounts payable under this Agreement, pay all sales, value added or other taxes, however designated, which are imposed by reason of the transactions contemplated by this Agreement.

5. LICENSEE'S OBLIGATIONS

5.1 The Licensee cannot use the Software, for purposes other than as specified in this Agreement.

5.2 The Licensee will not distribute, sell, license or sublicense, let, trade or expose for sale the Software to a third party.

5.3 The Licensee shall ensure that the Software retains all Licensor's copyright notices and other proprietary legends and all trademarks or service marks of the Licensor.

5.4. The Licensee acknowledges and agrees that all Third-Party Dependencies are provided by their respective copyright holders and subject to their own terms and conditions.

5.5 The Licensee will keep record of Licensed Developers authorized by the Licensee to use the Software and promptly provide that information upon the request of the Licensor.

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7. LIMITATION OF LIABILITY

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8. CONFIDENTIALITY.

8.1 Neither Party may use, disclose or make available to any third party the other Party's Confidential Information, unless such use or disclosure is done in accordance with the terms of this Agreement.

8.2 Each Party must hold the other Party's Confidential Information secure and in confidence, except to the extent that such Confidential Information:

- a. is required to be disclosed according to the requirements of any law, judicial or legislative body or government agency; or
- b. was approved for release in writing by the other Party, but only to the extent of and subject to such conditions as may be imposed in such written authorisation.

8.3 This clause 8 will survive the termination of this Agreement.

9. DISCLAIMERS & RELEASE

9.1 To the extent permitted by law, the Licensor will in no way be liable to the Licensee or any third party for any loss or damage, however caused (including through negligence), which may be directly or indirectly suffered in connection with any use of the Software.

9.2 The Software is provided by the Licensor on an "as is" basis.

9.3 The Licensor will not be held liable by the Licensee in any way, for any loss, damage or injury suffered by the Licensee or by any other person related to any use of the Software or any part thereof.

9.4 Notwithstanding anything contained in this Agreement, in no event shall the Licensor be liable for any claims, damages or loss which may arise from the modification, combination, operation or use of the Software with Licensee computer programs.

9.5 The Licensor does not warrant that the Software will function in any environment.

9.6 The Licensee acknowledges that:

- a. The Software has not been prepared to meet any specific requirements of any party, including any requirements of Licensee; and
- b. it is therefore the responsibility of the Licensee to ensure that the Software meets its own individual requirements.

9.7 To the extent permitted by law, no express or implied warranty, term, condition or undertaking is given or assumed by the Licensor, including any implied warranty of merchantability or fitness for a particular purpose.

10. INDEMNITY

10.1 The Licensee must indemnify, defend and hold harmless the Licensor, its board members, officers, employees and agents from and against any and all claims (including third party claims), demands, actions, suits, expenses (including attorney's fees) and damages (including indirect or consequential loss) resulting in any way from:

- a. Licensee's and Licensee's employee's use or reliance on the Software,
- b. any breach of the terms of this License Agreement by the Licensee or any Licensee employee, and
- c. any other act of Licensee.

10.2 The Licensor will defend, indemnify and hold the Licensee harmless against any claim stating that the Software is violating any third-party copyright provided that:

- a. the Licensee promptly notifies the Licensor of the claim;
- b. the Licensee in good faith uses its best effort to stop any claim that is unfounded; however, in the case of legal proceedings, the Licensor will have sole control of the defense and any related settlement negotiations;
- c. the Licensee timely provides the Licensor with all necessary assistance, information and authority to perform the above.

If the Software is held by a final court ruling to be infringing any third-party intellectual property rights the Licensor will at its option:

- a. obtain the right for the Licensee to continue to use the Software consistent with this Agreement;
- b. modify the Software so that it is non-infringing;
- c. in the event that options (a.) and (b.) are not feasible, refund any and all invoiced amounts to the Licensee and all of the Licensor obligations under this Agreement shall terminate upon written notice.

The Licensor indemnity obligations under this section shall under all circumstances be limited to the total amount invoiced to the Licensee under this Agreement during the period of twelve months prior to the day when the Licensee provided the notice.

10.3 This clause 10 will survive termination of this Agreement.

11. WAIVER.

11.1 Any failure or delay by either Party to exercise any right, power or privilege hereunder or to insist upon observance or performance by the other of the provisions of this License Agreement shall not operate or be construed as a waiver thereof.

12. GOVERNING LAW

12.1 This Agreement will be construed by and governed in accordance with the laws of European Union.

13. TERMINATION.

13.1 This Agreement and the License granted herein commences upon the Commencement Date and is granted for the Term, unless otherwise terminated by the Licensor in the event of any of the following:

- a. if the Licensee is in breach of any term of this License Agreement and has not corrected such breach to the Licensor's reasonable satisfaction within 7 days of the Licensor's notice of the same;
- b. if the Licensee becomes insolvent, or institutes (or there is instituted against it) proceedings in bankruptcy, insolvency, reorganization or dissolution, or makes an assignment for the benefit of creditors; or
- c. the Licensee is in breach of clause 6 or 8 of this Agreement.

13.2 Termination under this clause shall not affect any other rights or remedies the Licensor may have.

14. ASSIGNMENT

14.1 The Licensee shall not assign any rights of this License Agreement, without the prior written consent of the Licensor.

15. PUBLICITY

15.1 The Licensee grants the Licensor the right to include The Licensee as a customer in promotional material (including, but not limited to, advertising, press and similar public disclosures in any medium or format) relating to the Software at any time after 30 days following the Effective Date. The Licensee can deny this right by submitting a written request via email.

16. SEVERABILITY

16.1 The Parties recognize the uncertainty of the law with respect to certain provisions of this Agreement and expressly stipulate that this Agreement will be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law. To the extent that any provisions of this Agreement are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions will be deleted from this Agreement or modified so as to make them enforceable and the validity and enforceability of the remainder of such provisions and of this Agreement will be unaffected.