

# General Software License Terms ("Terms")

Version 4.0 last updated January 24, 2018

By installing, copying, or otherwise using the Software, you agree to be bound by the terms of these Terms. If you do not agree to any part of these Terms, do not install, copy, use, evaluate, or replicate in any manner, any part, file or portion of the Software.

## 1. Definitions

- 1.1. **Agreement** means these Terms with all appendixes to them, if any, agreed to by Licensee.
- 1.2. **Authorized Reseller** means a business partner of Handsoncode authorized to professionally distribute the Software on such terms and conditions as agreed upon with Handsoncode.
- 1.3. **Documentation** means the Software technical documentation available at docs.handsoncode.com.
- 1.4. **End-User** means any person or entity to which Licensee provides a Licensee Product with no right to distribute the Software.
- 1.5. **Handsoncode** means Handsoncode sp. z o. o., a limited liability company registered under the laws of Poland, with its registered office in Gdynia, Poland, at 96/98 Aleja Zwycięstwa, postal code 81-451, entered into the Entrepreneurs Register of the National Court Register under number 0000538651, share capital: PLN 62,800.00.
- 1.6. **Licensee** means any person or entity to whom the License is granted under the Agreement.
- 1.7. **License** means the specific rights granted to Licensee by Handsoncode, either directly or through an Authorized Reseller, under the Agreement; the License may come in various types as defined herein or agreed by the Parties.
- 1.8. **License Fee** means the fee payable for the License.
- 1.9. **Licensee Product** means any proprietary software product owned or otherwise controlled by Licensee, in which the Software has been incorporated, and which Licensee may use for its internal purposes or make available to End-Users.
- 1.10. **License Confirmation** means a document served to Licensee by Handsoncode stating the grant and type of the License granted and, if applicable, indicating a Licensee Product involved; the License Confirmation constitutes an integral part of the Agreement.
- 1.11. **Major Release** means any release of new features or functionalities, including, without limitation, redesign or refactoring of the API. The current Major Release is represented in the first position of the Software version number.
- 1.12. **Minor Release** means any release of backwards-compatible changes. The current Minor Release is represented in the second position of the Software version number.
- 1.13. **Party or Parties** means either Licensee or Handsoncode, or both.

- 1.14. **Patch Release** means any release of backwards-compatible bug fixes meaning internal changes that fix incorrect behavior of the Software. The current Patch Release is represented in the third position of the Software version number.
- 1.15. **Software** means the Handsontable Pro software licensed to Licensee under these Terms.
- 1.16. **Software License Key** means a pattern of numbers and/or letters provided to Licensee, used to activate and verify the legitimacy of the Software.

## 2. Intellectual Property Rights

- 2.1. **Ownership.** Any and all intellectual property rights, including (a) inventions, patents and patent applications; (b) trademarks, service marks, trade names, trade dress, Internet domain names and other source indicators, together with the goodwill associated exclusively therewith; (c) copyrights, derivative rights, and other related rights in works of authorship; (d) registrations and applications for registration of any of the foregoing in (a) – (c); and (e) trade secrets, know-how and proprietary or confidential information in or related to the Software, including without limitation its source, object, or other type of code as well as preparatory design works, shall be owned, vest in, and inure to the exclusive benefit of Handsontable.
- 2.2. **Limited Use.** For the avoidance of doubt, copies of the Software created or transferred pursuant to the Agreement are licensed, not sold, and Licensee receives no title to or ownership of any copy or of the Software itself. Furthermore, Licensee receives no rights to the Software other than those specifically granted in these Terms. Licensee may reproduce the Documentation as reasonably necessary to support any such use of the Software as permitted under the License.
- 2.3. **Open Source.** The open source libraries in the Software are included in compliance with pertaining licenses and subject to any such disclaimers and limitations on liability as set forth in the open source library licenses. Handsontable expressly rejects and disclaims any and all liability for their content, consequences, or fitness for Licensee’s purposes. The full list of open source libraries included in the Software can be found at [docs.handsontable.com/tutorial-known-limitations.html](https://docs.handsontable.com/tutorial-known-limitations.html).

## 3. License

- 3.1. **Developer License; Permissions.** Under the Developer License Handsontable grants to Licensee a non-exclusive, non-transferrable, non-sublicensable otherwise than to the Developer, irrevocable subject to compliance with the terms hereof, right to use, test, examine, reproduce, modify, create works based upon (“**Derivative Works**”), and distribute or otherwise make available, the Software and Derivative Works – solely for internal purposes of Licensee. The Developer License is a per-seat license meaning that where Licensee enables two or more of its Developers (that is, employees, contractors, registered students, research assistants or the like, including itself, performing development work) to make use of the rights granted hereby it should purchase the Developer License for each one of them.
- 3.2. **Developer License; Restrictions.** Unless expressly permitted under Section 3.1 above, Licensee may not exploit howsoever, including – without limitation – through

reproduction, modification, distribution, display, sale, and lease, or authorize any third party to do so, the Software or Derivative Works, either as a standalone or an integrated product, whether for internal or external, be it commercial or otherwise, purposes. The Developer License explicitly prohibits any use or exploitation of the Software or Derivative Works within the cloud computing service (Software-as-a-Service, or the like) or OEM (including, on-premises installation and running of the Software with Licensee's clients) distribution models.

**3.3. Distributor License; Reference.** Use or exploitation of the Software or Derivative Works within the cloud computing service (Software-as-a-Service, or the like) or OEM (including, on-premises installation and running of the Software with Licensee's clients) distribution models is subject to the proper execution of the Distributor License on such terms and conditions as agreed upon between the Parties.

#### **4. Order, Delivery, and Enjoyment of Software**

**4.1. Ordering.** Licensee may elect to place an order for the Software either (i) independently, at [handsontable.com/pricing](https://handsontable.com/pricing), or (ii) with the assistance of Handsoncode sales department, or (iii) with an Authorized Reseller. The subject matter of the License is digital content meaning data produced and supplied in digital form. In the ordering process Licensee (i) may choose the type of License, (ii) will be informed of the License Fees and other data concerning the License, and (iii) may place the order (If placing the order implies an obligation to pay, such obligation is to be expressly acknowledged) – the order will be binding on Licensee when effectively placed.

**4.2. License Confirmation.** Before Licensee is bound by the Agreement, Handsoncode or an Authorized Reseller may provide it with the information identifying, defining, or otherwise communicating the License, characteristics of the Software (and other products and services involved), License Fees (and other fees – as a rule, total price inclusive of taxes), right of withdrawal, if applicable, and such other rights and obligations as are mandatory under the applicable law. If Licensee enjoys the status and rights of a consumer under EU law ("**consumer**" is defined to mean any natural person who, in the Agreement is acting for purposes which are outside his trade, business, craft or profession) the information will be provided on a durable medium for such Licensee to be able to store it in a way accessible for future reference for a period of time adequate for purposes of the information and to allow the unchanged reproduction of the information stored.

**4.3. Delivery of Software.** Handsoncode or an Authorized Reseller will provide the Software, and – if applicable – a Software License Key, to Licensee through a reasonable system of electronic download within 7 days of payment of the License Fee ("**Delivery Date**"). The Documentation will be made available only at [docs.handsontable.com](https://docs.handsontable.com) unless explicitly agreed otherwise by the Parties.

**4.4. Technical Requirements.** Enjoyment of the Software requires that Licensee, developer, End-User, or any other person authorized under the Agreement use a PC- or MAC-type computer and a browser compatible with the most up-to-date standards of JavaScript, HTML, and CSS programming languages. Detailed information concerning compatibility of types of browser may be found at [docs.handsontable.com/tutorial-compatibility.html](https://docs.handsontable.com/tutorial-compatibility.html).

## 5. License Fees

**5.1. License Fees.** Licensee will pay to Handsoncode a License Fee via payment card, PayPal, or any other mean of payment indicated by Handsoncode. Payment terms for License Fees payable to an Authorized Reseller are as specified by a given Authorized Reseller. Failure to pay full amount when due gives Handsoncode or an Authorized Reseller the right to withhold delivery of the Software and cancel the License.

**5.2. Gross-up Clause.** All payments to be made under the Agreement shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority save as required by law. If Licensee is compelled to make any such deduction, it may have to pay to Handsoncode or an Authorized Reseller such additional amounts as are necessary to ensure receipt by them of the full amount which Handsoncode or an Authorized Reseller would have received but for the deduction. Upon request of Licensee Handsoncode or an Authorized Reseller will provide Licensee with a proper certificate of residence (for tax relief purposes, or the like).

## 6. Prohibited Uses; Indemnification

**6.1. Prohibited Uses.** Licensee may not:

- 6.1.1.** distribute the Software or its modifications as part of any application, website or system that can be described as a software competitive with the Software;
- 6.1.2.** change or remove the copyright notice from any of the files included in the Software or its modifications;
- 6.1.3.** use the Software in a manner that, either intentionally or unintentionally, violates any applicable local, state, national or international laws, good industry practice, these Terms or the Agreement, or any copyright or other right of Handsoncode or any third party.

**6.2. Indemnification.** Licensee will indemnify, defend, and hold harmless Handsoncode and each of its respective officers, directors, partners, employees, agents, successors, and assigns, or any of them (collectively, the “**Indemnified Parties**”) from and against all claims, suits, demands, actions, causes of action, proceedings, judgments, assessments, deficiencies, and charges brought against the Indemnified Parties or tendered to the Indemnified Parties for defense or indemnification (collectively, “**Claims**”), and for all damages, losses, costs, liabilities, and expenses (including reasonable attorney and professional fees and costs) arising from or incidental to Claims to the extent they are caused by (i) use or sale of the Software in combination with any other products such as without limitation Licensee Products if the infringement would not have occurred but for such combination; (ii) any material alteration or modification of the Software not intended, authorized by Handsoncode, or subsequently incorporated into the Software by Licensee, if the infringement would not have occurred but for such alteration or modification; or (iii) Licensee’s failure to substantially comply with Handsoncode’s reasonable written instructions which if implemented would have rendered the Software non-infringing.

## 7. Termination

- 7.1. Licensee may terminate the Agreement for convenience, upon 30 days' notice.
- 7.2. Handsoncode may terminate the Agreement upon Licensee's failure to comply with its terms and conditions.
- 7.3. Upon termination:
  - 7.3.1. Handsoncode will cancel the License(s) and deactivate any and all Licensee's accounts active or activated within the my.handsoncode.com website; and
  - 7.3.2. Licensee must immediately stop using the Software or otherwise enjoying rights granted under the License, and must remove all of its components from any and all applications or other derivative work developed by Licensee.
- 7.4. Termination of the Agreement will not limit any other rights of Handsoncode. Licenses canceled due to breach of the Agreement are non-refundable.
- 7.5. Notwithstanding the foregoing, any Licensee Product(s) sold, leased or provided by Licensee as agreed under the Agreement, to any End-User, will not be affected by the termination, and the End-User may continue to use Licensee Product(s) with the Software included. However, such End-User must comply with these Terms.

## 8. Technical Maintenance and Support

### 8.1. Basic Coverage

- 8.1.1. Grant of the Developer License includes a 12-month (commencing on the Delivery Date as defined in Section 4.3), free of charge, basic maintenance and support ("**Basic Coverage**").
- 8.1.2. The Basic Coverage is available from Monday to Friday, excluding Polish public holidays, between 08:00 a.m. and 5:00 p.m. Central European Time ("**Business Hours**"), and comprises:
  - a) 1 hour of technical support via email (support@handsoncode.com);
  - b) access to Handsoncode forum at forum.handsoncode.com; and
  - c) access to all Major, Minor and Patch Releases.
- 8.1.3. In particular, the Basic Coverage does not include programming.
- 8.1.4. The initial response time is 36 Business Hours of proper and effective notification of Handsoncode.

### 8.2. Extended Coverage

- 8.2.1. Licensee may, at its option, purchase the extended maintenance and support of 12 months running ("**Extended Coverage**").
- 8.2.2. The Extended Coverage is subject to payment of fees as defined in the price list available at handsoncode.com/pricing.
- 8.2.3. The Extended Coverage is available at Business Hours as defined in Subsection 8.1.2, and comprises:
  - a) 10 hours of technical support via email (support@handsoncode.com), which includes code review and basic guidance; it also includes an actual programming work, hotfixes and workarounds for reported issues;
  - b) access to Handsoncode forum at forum.handsoncode.com;

- c) access to all Major, Minor and Patch Releases;
  - d) direct contact with Handsoncode core developers.
- 8.2.4.** The initial response time is 12 Business Hours of proper and effective notification of Handsoncode.
- 8.3. Re-Coverage**
- 8.3.1.** Licensee may renew maintenance and support coverage for the Software, available in two types:
- a) the first of which provides coverage substantially similar to the Basic Coverage („**Basic Re-Coverage**”); and
  - b) the second – to the Extended Coverage („**Extended Re-Coverage**”);  
the difference being that both types of the renewed maintenance and support coverage (collectively, „**Re-Coverage**”) span 12 months, and will automatically renew for additional 12-month periods unless and until terminated by Licensee or Handsoncode.
- 8.3.2.** The purchase and renewal of the Re-Coverage are against payment of fees defined in the price list available at [handsontable.com/pricing](http://handsontable.com/pricing), as may from time to time be changed and published accordingly by Handsoncode.
- 8.3.3.** Payment of fees will be made by credit card and processed by Bright Market, LLC d/b/a FastSpring, a U.S. limited liability company with offices at 801 Garden St. #201, Santa Barbara, CA 93101, United States of America (“**FastSpring**”). The data concerning Licensee and its credit card will be processed by FastSpring. Licensee will update its credit card and other related information for the purposes of effecting payment of due fees.
- 8.3.4.** Renewal of the Re-Coverage is automatic, and:
- a) Licensee authorizes Handsoncode and/or FastSpring to (i) charge its credit card by Re-Coverage fees and (ii) be served with an electronic invoice;
  - b) expiry of the then-current term of Re-Coverage may be notified by Handsoncode through email communication prior to expiry, to such addresses as made known to Handsoncode by Licensee;
  - c) Licensee may notify its intent to discontinue the Re-Coverage upon 14 days’ notice before expiry of the then-current term of Re-Coverage, sent to Handsoncode at [support@handsontable.com](mailto:support@handsontable.com);
  - d) Licensee may terminate the Re-Coverage at any time during the currency of the Re-Coverage without notice – such termination is non-refundable.
- 8.3.5.** Absent renewal, Licensee may:
- a) not access or enjoy new releases or maintenance and support services provided by Handsoncode;
  - b) continue to use the Software pursuant to the License as purchased, and in such version as any released before expiry of the last, whether Basic, Extended, or Re-, Coverage.
- 8.4.** The following terms will apply to the technical maintenance and support for the Software, irrespective of the type of coverage (Basic, Extended) or its renewal:
- 8.4.1.** additional technical maintenance and support is subject to prior express agreement:



Software as Confidential Information and will not disclose, disseminate or distribute such materials to any third party without Handsoncode prior written permission. Licensee's obligations under this Clause 10 shall apply at all times during the term of the License and for ten (10) years following termination of it, provided, however, that (i) obligations with respect to source code shall survive in perpetuity and (ii) trade secrets shall be maintained as such until they fall into the public domain.

## **11. Miscellaneous**

- 11.1. Force Majeure.** No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of the Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the affected Party's reasonable control.
- 11.2. Export Regulations.** The Software may be subject to export or import regulations, and Licensee agrees to comply strictly with all such laws and regulations.
- 11.3. Consumers.** If Licensee is a consumer protected by EU laws, it may cancel the Agreement within 14 days of placing the pertaining order – the terms for exercising the right of withdrawal (a so-called, "Model Instruction on Withdrawal") and a handy form (a so-called, "Model Withdrawal Form") are appended to these Terms (see: Appendix no. 1).
- 11.4. Complaints Procedure and Customer Support.** Handsoncode handles complaints and provides customer support through the following email address: support@handsontable.com. On submitting a complaint, Licensee should provide at least its name and contact details.
- 11.5. Choice of Law and Venue.** Unless otherwise provided by mandatory provisions of applicable laws, these Terms and Agreements will be governed by and interpreted in accordance with the laws of the Republic of Poland. Any and all disputes arising from these Terms or Agreements will be first conciliated through mandatory negotiations or other means or methods aimed at amicable resolution, including, without limitation, introduction of changes to the Software or payment scheme making them non-defective, compliant or otherwise reasonably satisfactory. Only where a given dispute does not lend itself to, or the Parties have failed to reach within 30 days of good faith conciliation, any amicable resolution, may such a dispute be then heard, settled and resolved, exclusively, by courts having jurisdiction over the registered office of Handsoncode. Without prejudice to the generality of the foregoing, EU consumers may resolve their contractual disputes about online purchases out-of-court at a low cost in a simple and fast way through the Online Dispute Resolution (ODR) Platform available at <http://ec.europa.eu/odr>.
- 11.6. Severability.** To the extent permitted by applicable law, the Parties waive any provision of law that would render any clause of the Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of the Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of the Agreement will continue in full force and effect.

**11.7. Non-assignment.** Licensee will not assign or transfer any part of its rights or duties under the Agreement without Handsontable prior written consent. Notwithstanding the foregoing, either Party may assign the Agreement in its entirety to its affiliate(s), or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. In such case, the assignor will notify the other Party in writing or by email without undue delay, and unless otherwise agreed upon in writing, the Agreement shall bind, and inure to the benefit of the Parties, their respective successors, and permitted assigns.

**11.8. Amendments.** Where amendments to these Terms are such as to provide Licensee with new products, functionalities, or services, the amended terms and conditions governing such new products, functionalities, or services will be binding on Licensee as of the moment it chooses to make use of such products, functionalities or services. Without prejudice to the foregoing, any material amendments to these Terms for them to be binding on Licensee and/or effectively incorporated into the Agreement must be:

**11.8.1.** made known to Licensee; and

**11.8.2.** consented to by Licensee, either explicitly at support@handsontable.com, or implicitly – where Licensee has not exercised its option to terminate under Section 7.1 within 30 days of making the amendments known by Handsontable.

## **EXCLUSIVELY FOR EU CONSUMERS**

### **ANNEX I**

#### **Information concerning the exercise of the right of withdrawal**

##### **A. Model instructions on withdrawal**

**Right of withdrawal.** You have the right to withdraw from the Agreement within 14 days without giving any reason. The withdrawal period will expire after 14 days of placing the pertaining order for the Software (the withdrawal period). To exercise the right of withdrawal, you must inform Handsoncode of your decision to withdraw from the Agreement by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

**Effects of withdrawal.** If you withdraw from the Agreement, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from the Agreement. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

**Instructions for completion.** Insert one of the following texts between inverted commas:

(a) in the case of a service contract or a contract for the supply of water, gas or electricity, where they are not put up for sale in a limited volume or set quantity, of district heating or of digital content which is not supplied on a tangible medium: 'of the conclusion of the contract.';

(b) in the case of a sales contract: 'on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.';

(c) in the case of a contract relating to multiple goods ordered by the consumer in one order and delivered separately: 'on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good.';

(d) in the case of a contract relating to delivery of a good consisting of multiple lots or pieces: 'on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last lot or piece.';

(e) in the case of a contract for regular delivery of goods during a defined period of time: 'on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the first good.'.

Insert your name, geographical address and, where available, your telephone number, fax number and e-mail address. If you give the option to the consumer to electronically fill in and submit information about his withdrawal from the Agreement on your website, insert the following: 'You can also electronically fill in and submit the model withdrawal form or any other unequivocal statement on our website [insert Internet address]. If you use this option, we will communicate to you an acknowledgement of receipt of such a withdrawal on a durable medium (e.g. by e-mail) without delay.'.

In the case of sales contracts in which you have not offered to collect the goods in the event of withdrawal insert the following: 'We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.'.

If the consumer has received goods in connection with the Agreement:

(a) insert:

—

'We will collect the goods.'; or,

—

'You shall send back the goods or hand them over to us or ... [insert the name and geographical address, where applicable, of the person authorized by you to receive the goods], without undue delay and in any event not later than

14 days from the day on which you communicate your withdrawal from the Agreement to us. The deadline is met if you send back the goods before the period of 14 days has expired.'

(b) insert:

—

'We will bear the cost of returning the goods.'

—

'You will have to bear the direct cost of returning the goods.'

—

If, in a distance contract, you do not offer to bear the cost of returning the goods and the goods, by their nature, cannot normally be returned by post: 'You will have to bear the direct cost of returning the goods, ... EUR [insert the amount].'; or if the cost of returning the goods cannot reasonably be calculated in advance: 'You will have to bear the direct cost of returning the goods. The cost is estimated at a maximum of approximately ... EUR [insert the amount].'; or

—

If, in an off-premises contract, the goods, by their nature, cannot normally be returned by post and have been delivered to the consumer's home at the time of the conclusion of the contract: 'We will collect the goods at our own expense.'; and,

(c) insert 'You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.'

In the case of a contract for the provision of services or the supply of water, gas or electricity, where they are not put up for sale in a limited volume or set quantity, or of district heating, insert the following: 'If you requested to begin the performance of services or the supply of water/gas/electricity/district heating [delete where inapplicable] during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from the Agreement, in comparison with the full coverage of the Agreement.'

#### **B. Model withdrawal form**

—

To [here the trader's name, geographical address and, where available, his fax number and e-mail address are to be inserted by the trader]:

—

I/We (1) hereby give notice that I/We (1) withdraw from my/our (1) contract of sale of the following goods (1)/for the provision of the following service (1),

—

Ordered on (1)/received on (1),

—

Name of consumer(s),

—

Address of consumer(s),

—

Signature of consumer(s) (only if this form is notified on paper),

—

Date