

End User License Agreement for BALKANGraph OrgChart JS

End User License Agreement for BALKANGraph OrgChart JS

(Last Updated July 14, 2019)

IMPORTANT - PLEASE READ THIS END USER LICENSE AGREEMENT (THE "AGREEMENT") CAREFULLY BEFORE ATTEMPTING TO DOWNLOAD OR USE ANY SOFTWARE, DOCUMENTATION, OR OTHER MATERIALS MADE AVAILABLE UNDER THIS AGREEMENT. THIS AGREEMENT CONSTITUTES A LEGALLY BINDING AGREEMENT BETWEEN YOU OR THE COMPANY WHICH YOU REPRESENT AND ARE AUTHORIZED TO BIND (the "Licensee" or "you"), AND BALKANGraph ("BALKANGraph" or "Licensor").



Introduction

OrgChart JS is BALKANGraph's proprietary software development tool that can be used to assist in the website development process.

Subject to the terms and conditions set forth in this Agreement, BALKANGraph hereby grants to Licensee and Licensee hereby accepts, a limited, non-transferable, perpetual, royalty-free, non-exclusive license to, and to allow your Developer(s) to, install and use the Software, of the edition that you choose at the time of License purchase, and any updates, upgrades, modifications and error corrections thereto provided to Licensee by BALKANGraph. Edition-specific License terms are set forth below.

1. Trial License.

1.1 *License Grant.* If You download the free Trial License, then, subject to the terms and conditions set forth in this Agreement, Licensor hereby grants to Licensee and Licensee hereby accepts a license to use the Software for the sole purpose of evaluating its functionality and performance. You are not allowed to integrate the Software into end products or use it for any commercial, productive or training purpose. You may not redistribute the Software. The term of the Trial License shall be 30 days. If You wish to continue using the Software beyond expiration of the Trial License, You must purchase the applicable Commercial License.

1.2 *Support.* You are entitled to receive support via our [GitHub](#) page.

1.3 THE TRIAL LICENSE OF THE SOFTWARE IS LICENSED 'AS IS'. YOU BEAR THE RISK OF USING IT. BALKANGraph GIVES NO EXPRESS WARRANTIES, GUARANTEES OR CONDITIONS. YOU MAY HAVE ADDITIONAL RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, BALKANGraph EXCLUDES THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

2. **PROFESSIONAL License.** The Software may be used for commercial or non-commercial purposes.

2.1 *Domain Limits.* You may only install, use and access the Software on one (1) Production Domain, which shall be designated by you at the time you register. You may not access the Software from other Production Domains at any time.

2.2 *Production Servers Limits.* The Software may be used on unlimited Production Servers at any time. May be used in a load balancing environment.

2.3 *Distribute the Software in your software or hardware product/s limits.* Does not allow you to bundle the Software with hardware and/or software solutions designed to be hosted or operated by your end-clients on-premise.



2.4 Support and Updates. You are entitled to receive email support or support via our [GitHub](#) page for one (1) year after you purchase the License for the Software. During that time, you shall be entitled to receive support for an unlimited number of support inquiries. BALKANGraph will provide an initial response (but not necessarily a resolution) to each support inquiry within: seventy-two (72) hours of receipt of such support inquiry, and will use reasonable efforts to resolve the issue generating the inquiry as soon as is reasonably possible. You will lose the right to receive support after such one (1) year period, unless you renew your License with BALKANGraph at additional cost. You are eligible to receive Major and Minor Updates (i.e., major revisions or new versions) during the one (1) year after the date on which you purchase the License; you will lose the right to receive Updates after such one (1) year period, unless you renew your license.

2.5 Number of Developers. May be used from unlimited number of developers in your organization.

3. PREMIUM License. The Software may be used for commercial or noncommercial purposes.

3.1 Domain Limits. There is no limit to the number of Production Domains on which you may use and access the Software, however each and every Production Domain on must be administered for the same entity or individual and you must register all domains and subdomains (regardless of whether or not such domains and subdomains are used for a Production Purpose).

3.2 Production Servers Limits. The Software may be used on unlimited Production Servers at any time. May be used in a load balancing environment.

3.3 Distribute the Software in your software or hardware product/s limits. Does not allow you to bundle the Software with hardware and/or software solutions designed to be hosted or operated by your end-clients on-premise.

3.4 Support and Updates. You are entitled to receive email, phone and remote web support or support via our [GitHub](#) page for one (1) year after you purchase the License for the Software. During that time, you shall be entitled to receive support for an unlimited number of support inquiries. BALKANGraph will provide an initial response (but not necessarily a resolution) to each support inquiry within: twenty-four (24) hours of receipt of such support inquiry, and will use reasonable efforts to resolve the issue generating the inquiry as soon as is reasonably possible. You will lose the right to receive support after such one (1) year period, unless you renew your License with BALKANGraph at additional cost. You are eligible to receive Major and Minor Updates (i.e., major revisions or new versions) during the one (1) year after the date on which you purchase the License; you will lose the right to receive Updates after such one (1) year period, unless you renew your license.

3.5 Number of Developers. May be used from unlimited number of developers in your organization.

3.6 Source code. You are entitled to receive the source code of the software in non-minified format.



4. ENTERPRISE License. The Software may be used for commercial or noncommercial purposes.

4.1 Domain Limits. There is no limit to the number of Production Domains on which you may use and access the Software, however each and every Production Domain on must be administered for the same entity or individual and you must register all domains and subdomains (regardless of whether or not such domains and subdomains are used for a Production Purpose).

4.2 Production Servers Limits. The Software may be used on unlimited Production Servers at any time. May be used in a load balancing environment.

4.3 Distribute the Software in your software or hardware product/s limits. The Software may be used on-premises solutions designed to be hosted or operated by your end-clients.

4.4 Support and Updates. You are entitled to receive email, phone and remote web support or support via our [GitHub](#) page for one (1) year after you purchase the License for the Software. During that time, you shall be entitled to receive support for an unlimited number of support inquiries. BALKANGraph will provide an initial response (but not necessarily a resolution) to each support inquiry within: twenty-four (24) hours of receipt of such support inquiry, and will use reasonable efforts to resolve the issue generating the inquiry as soon as is reasonably possible. You will lose the right to receive support after such one (1) year period, unless you renew your License with BALKANGraph at additional cost. You are eligible to receive Major and Minor Updates (i.e., major revisions or new versions) during the one (1) year after the date on which you purchase the License; you will lose the right to receive Updates after such one (1) year period, unless you renew your license.

4.5 Number of Developers. May be used from unlimited number of developers in your organization.

4.6 Source code. You are entitled to receive the source code of the software in non-minified format.

5. General Terms Applicable to All Commercial Licenses. The following terms apply to all editions of the Software.

5.1 Site Visitors. There is no limit on how many Site Visitors may visit a website developed using the Software.

5.2 Domain registration and limitations. You must register all domains (whether or not used for a Production Purpose) with BALKANGraph. You are also required to register subdomains.

5.3 Reservation of Rights. Any and all rights in the Software not expressly granted to you as part of the License hereunder are reserved in all respects by BALKANGraph.

5.4 License Restrictions - No Use to Create Competitive Product. You may not use the Software as a whole, or any of its components, as a basis for creation of another software product that has the same or similar functionality as the Software.



6. Delivery

BALKANGraph shall deliver to you a copy of the Software licensed hereunder in electronic format only.

7. Support and Updates

7.1 Exclusions and Limitations on Support Applicable to all Editions of the Software. Support is not available or provided hereunder for or related to:

7.2 Machine error;

7.3 Licensee's failure to follow operating instructions;

7.4 Licensee's use of the Software that is not in accordance with the Documentation;

7.5 Licensee's negligence or improper use of the Software;

7.6 Modifications to the Software by any person or entity other than BALKANGraph;

7.7 Any custom development, integration or implementation, project upgrades or project migrations;

7.8 Agreement Applies to Updated Software. If you receive Minor Updates or Major Updates pursuant to this Agreement, you acknowledge that such updates replace and/or supplement (and may disable) the version of the Software that formed the basis for your eligibility for the update. You may use the resulting updated Software only in accordance with the terms of this Agreement.

7.9 Support Incidents. A single support incident may involve several e-mails and offline work in order to be resolved. You agree to provide BALKANGraph with detailed information about the issue encountered and cooperate with BALKANGraph's requests for additional information as they attempt to resolve the issue. BALKANGraph support engineers will make reasonable efforts to resolve your support issues; however, BALKANGraph does not guarantee that all support issues will be resolved. Bug reports and product feature suggestions are not considered support incidents, and BALKANGraph is not obligated to acknowledge or address such bug reports and/or product feature suggestions.

8. Term and Termination

8.1 This Agreement and the perpetual License granted hereunder shall last as long as you use the Software in compliance with this Agreement.

8.2 Termination. BALKANGraph may terminate this Agreement and the License granted hereunder if you fail to comply with any of the terms and conditions of this Agreement. Upon termination of this Agreement for any reason, the License granted to you hereunder shall terminate automatically and you must immediately cease use of the Software and destroy all copies of the Software in your possession. Unless otherwise prohibited by law and without prejudice to BALKANGraph's other rights or remedies, and without limiting the generality of the foregoing, BALKANGraph shall have the right to terminate this Agreement



and the License granted hereunder after providing You notice of the alleged breach and a reasonable opportunity to cure in the event that: (i) you breach any of the License restrictions set forth herein, or engage in, or participate with any third party in the unauthorized manufacture, duplication, reverse-engineering, distribution of any software of BALKANGraph (including the Software), or engage in any activities involving the Software that are prohibited by law; or (ii) you engage in the unauthorized use of any software of BALKANGraph (including the Software) or infringe upon any intellectual property right of BALKANGraph.

9. Product Discontinuance

BALKANGraph reserves the right to discontinue support at any time for any component of the Software, whether or not it is offered as a standalone product or solely as a component of the Software. However, to the extent BALKANGraph is obligated to provide support for the Software in accordance with the terms set forth in this Agreement, BALKANGraph will provide support for all such discontinued components for a period of one (1) year after the date of discontinuance and after such time make the source code to any discontinued components available for You to use to continue providing supporting to Your customers.

10. Limited Warranty

BALKANGraph warrants solely that the Software will perform substantially in accordance with the accompanying written materials for a period of one year after the date on which you initially purchase the License for the Software. BALKANGraph does not warrant the use of the Software will be uninterrupted or error free at all times and in all circumstances, nor that program errors will be corrected. This limited warranty shall not apply to any error or failure resulting from (i) machine error, (ii) Licensee's failure to follow operating instructions, (iii) Licensee's negligence or improper use of the Software, (iv) modifications to the Software by any person or entity other than BALKANGraph. In the event of a breach of the foregoing express warranty, Licensee's sole and exclusive remedy and BALKANGraph's sole and exclusive obligation, is repair or replacement of the defective Software. If such remedy fails of its essential purpose, Licensee's sole remedy and BALKANGraph's maximum liability shall be a refund of the paid purchase price for the defective Software only. This limited warranty is only valid if BALKANGraph receives written notice of breach of warranty no later than thirty (30) days after the warranty period expires. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 8, BALKANGraph DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. Limitation of Liability

To the maximum extent permitted by applicable law, in no event will BALKANGraph be liable for any indirect, special, incidental, or consequential damages arising under this Agreement, or, out of the use of or inability to use the Software, including, without limitation, damages



for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses, even if advised of the possibility thereof, and regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based. In any case, BALKANGraph's entire liability under this Agreement shall not exceed in the aggregate the sum of the License fees Licensee paid to BALKANGraph for the Software giving rise to such damages, notwithstanding any failure of essential purpose of any limited remedy. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion and limitation may not be applicable. BALKANGraph and its licensors are not responsible for any liability arising out of content provided by Licensee or a third party that is accessed through the Software, on a website built using the Software, any material linked through such content or such website. The extent of BALKANGraph's liability for the limited warranty section shall be as set forth therein.

12. Intellectual Property

The Software is licensed, not sold. All title and ownership rights in and to the Software (including but not limited to any images and photographs embedded in the Software), the intellectual property embodied in the Software, and any trademarks or service marks of BALKANGraph that are used in connection with the Software are and shall at all times remain exclusively owned by BALKANGraph and its licensors. Any and all rights in the Software not expressly granted to you hereunder are reserved in all respects by BALKANGraph.

13. Collection and Use of Data

The default export service saves the exported PDF and PNG files for one hour. For privacy reasons you may install export service on-premise.

14. Confidentiality

Except as otherwise provided herein, each party expressly undertakes to retain in confidence all information and know-how transmitted or disclosed to it 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 this Agreement. However, neither party shall have an obligation to maintain the confidentiality of information that (i) it received rightfully from a third party without an obligation to maintain such information in confidence; (ii) the disclosing party has disclosed to a third party without any obligation to maintain such information in confidence; (iii) was known to the receiving party prior to its disclosure by the disclosing party; or (iv) is independently developed by the receiving party without use of the confidential information of the disclosing party. Further, either party may disclose confidential information of the other party as required by governmental or judicial order, provided such party gives the other party prompt written notice prior to such disclosure and complies with any protective order (or equivalent) imposed on such disclosure. Without

limiting the foregoing, Licensee shall treat any source code for the Software as confidential information and shall not disclose, disseminate, or distribute such materials to any third party without BALKANGraph's prior written permission. Each party's obligations under this Section 4 shall apply at all times during the term of this Agreement and for five (5) years following termination of this Agreement, 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.

15. Governing Law

This Agreement will be governed by the Uniform Computer Information Transactions Act and the United Nations Convention for the International Sale of Goods.

16. No Assignment

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

17. Entire Agreement

This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications regarding the subject matter hereof, and may only be amended by a written agreement between the parties. Use of any purchase order or other Licensee document in connection herewith shall be for administrative convenience only and all terms and conditions stated therein shall be void and of no effect.

18. No Waiver

Failure of a party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

19. Severability

If a particular provision of this Agreement is terminated or held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, this Agreement shall remain in full force and effect as to the remaining provisions.

20. No Use By JavaScript Component Vendors

Individuals and companies that are JavaScript component vendors are not allowed to use the Software without the express permission of BALKANGraph. If you or the company you



represent is a JavaScript component vendor, you may not purchase a license for or use the Software unless you contact BALKANGraph directly and obtain permission.

21. Survival

This Article III, all provisions of this Agreement containing license restrictions, warranties and warranty disclaimers, confidentiality obligations, limitations of liability and/or indemnity terms, and any terms or provisions of this Agreement which, by their nature, are intended to survive termination or expiration, shall survive termination or expiration of this Agreement.

22. 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, 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.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND THIS AGREEMENT, AND UNDERSTAND THAT BY CONTINUING THE INSTALLATION OF THE SOFTWARE, BY LOADING OR RUNNING THE SOFTWARE, OR BY PLACING OR COPYING THE SOFTWARE ONTO YOUR COMPUTER HARD DRIVE, YOU AGREE TO BE BOUND BY THIS AGREEMENT'S TERMS AND CONDITIONS. YOU FURTHER AGREE THAT, EXCEPT FOR WRITTEN SEPARATE AGREEMENTS BETWEEN TELERIK AND YOU, THIS AGREEMENT IS A COMPLETE AND EXCLUSIVE STATEMENT OF THE RIGHTS AND LIABILITIES OF THE PARTIES.