

SaaS Entry License Agreement

Note. Amendments have been made to this Agreement. The current version of this Agreement is available [on this page](#).

Before requesting SaaS Entry License to use Flexmonster Component, please read this SaaS Entry License Agreement ("**Agreement**") carefully and make sure you understand it. This Agreement is a legal document that sets out your rights and obligations in connection with your use of Flexmonster Component.

By responding affirmatively to an email from Flexmonster's Representative containing a hyperlink to this Agreement and prompting you to confirm that you agree with the terms of this Agreement, you agree with the terms of this Agreement. If you do not agree with the terms of Agreement or do not fully understand it, you may not download, install and/or use Flexmonster Component, and must immediately delete all copies of Flexmonster Component, Development Key and any other Flexmonster Component keys in your possession or under your control issued by Flexmonster for SaaS Application (if there are any).

1 PARTIES

- 1.1 Flexmonster Component is provided to you by North American Resellers LLC, a company incorporated under the laws of Florida, with its address at 848 Prospect St, Suite C, La Jolla, CA 92037, USA, hereinafter referred to as "**Flexmonster**". All references to "us", "we" and "our" in this Agreement are references to Flexmonster.
- 1.2 You, as an individual or a legal entity, become a party to this Agreement as a licensee (the "**Licensee**") only after you agree with its terms. All references to "you" and "your" in this Agreement are references to the Licensee.

If you are:

- (a) an individual, you confirm to us that you have the legal capacity to enter into and perform this Agreement; or
- (b) acting on behalf of a legal entity, you confirm to us that you have authority to act on behalf of that entity, and that that entity agrees to enter into and perform this Agreement.

2 DEFINITIONS

- 2.1 "**SaaS Application**" means a specific SaaS application (meaning a cloud-based or off-premises software application designed to be used by multiple clients and/or end-users) developed by Licensee, as specified in SaaS Entry License Request, that includes or incorporates Flexmonster Component, in whole or in part.
- 2.2 "**Confidential Information**" means all information provided to Licensee by Flexmonster in connection with this Agreement or the business of Flexmonster, in any case including Development Key, technical and financial information, pricing and terms, customer and employee information, know-how, trade secrets and all other information containing or reflecting such information.
- 2.3 "**Delivery Date**" means the date on which Flexmonster Component and Development Key are delivered to Licensee.
- 2.4 "**Development Key**" means a license key tied to Licensee and SaaS Application.
- 2.5 "**Flexmonster Component**" means fully featured, non-watermarked version of the software and other content constituting a web reporting tool for data analysis and visualization under the name Flexmonster, as well as all related documentation, developed by Flexmonster and made available through Flexmonster Website, Flexmonster CLI, Flexmonster CDN (<https://cdn.flexmonster.com/>),

Flexmonster npm (<https://www.npmjs.com/~flexmonster>) and Flexmonster NuGet (<https://www.nuget.org/profiles/flexmonster/>) or provided to Licensee by Flexmonster's Representatives via electronic mail.

- 2.6 **"Flexmonster Website"** means the website available at <https://www.flexmonster.com/>.
- 2.7 **"Proprietary Code"** means the JavaScript files constituting Flexmonster Component that are provided in the obfuscated form (i.e., intentionally arranged or configured to increase the difficulty of understanding) and the parts of Flexmonster Component provided in the binary form, including Flexmonster Data Server, Flexmonster Admin Panel and Flexmonster Accelerator.
- 2.8 **"Representative"** means, in relation to a Party, directors, officers, employees, contractors, agents, advisers, accountants and consultants.
- 2.9 **"SaaS Entry License Request"** means your request for SaaS Entry License specifying your (i) SaaS Application name, (ii) production SaaS domain URL and (iii) dev/staging/QA domain(s)/subdomain(s), as well as containing other information, as the case may be, that you submitted to us via Flexmonster Website or electronic mail.
- 2.10 **"Third Party"** means persons, corporations and entities other than Flexmonster, Licensee or any of their Representatives.
- 2.11 **"Validity Period"** means the period during which Flexmonster Component shall be available to be used by Licensee, starting from the Delivery Date.

3 GRANT OF LICENSE

- 3.1 We grant you a limited, worldwide, non-exclusive, non-transferable, non-sublicensable, free-of-charge and royalty-free license to download, install and/or use Flexmonster Component, in non-source code form only, for any purpose not contradicting any applicable laws and regulations as further limited in this Agreement (the **"SaaS Entry License"**).
- 3.2 The rights that we grant you under SaaS Entry License are subject to the terms of this Agreement, and you may only use SaaS Entry License if you comply with all applicable terms of this Agreement.
- 3.3 We provide you SaaS Entry License only in consideration for you complying with your obligations under this Agreement. You are not obliged to make any payments for use of Flexmonster Component under this Agreement.
- 3.4 This Agreement becomes effective on the date you accept it by confirming that you agree with the terms of this Agreement in response to an email from Flexmonster's Representative containing a hyperlink to this Agreement and prompting you to confirm that you agree with the terms of this Agreement, and remains valid during the Validity Period unless terminated earlier for any reason as per clause 13 below.

4 SAAS ENTRY LICENSE CONDITIONS

- 4.1 You may use Flexmonster Component as a component of your SaaS Application for SaaS Application development purposes only. We grant you the SaaS Entry License for a specific SaaS Application that you indicated in your SaaS Entry License Request. You may not use Flexmonster Component in any application other than the SaaS Application unless you separately obtained a license from us for that other application.
- 4.2 Your use of Flexmonster Component shall be limited to dev/staging/QA domain(s)/subdomain(s) specified in your SaaS Entry License Request. Your dev/staging/QA domain(s)/subdomain(s) should at all times be separate and different from your production or demonstration SaaS domain(s)/subdomain(s), should be full (i.e., should not contain any wildcard characters), and it

should be obvious from their name(s) that the relevant dev/staging/QA domain(s)/subdomain(s) are used for development purposes.

- 4.3 Validity Period of SaaS Entry License shall be until the SaaS Application reaches the production stage, but in any event no longer than one (1) year. Validity Period shall not be extended or renewed. You must stop using Flexmonster Component once Validity Period expires. To continue using Flexmonster Component after Validity Period expires, you should obtain a separate license from Flexmonster.
- 4.4 The number of Licensee's developers that can work with Flexmonster Component is not limited.
- 4.5 Licensee is entitled to Flexmonster Component's maintenance in accordance with clause 5 of this Agreement.
- 4.6 You may not:
- (a) use Flexmonster Component in a production environment, which, for purposes of this Agreement, shall include demonstration domain(s)/subdomain(s);
 - (b) use Flexmonster Component for demonstration purposes, including to present SaaS Application to any Third Parties, including your existing or potential clients;
 - (c) publish, market, distribute, license, sub-license, rent, lease, lend or otherwise make available Flexmonster Component, in whole or in part, or in any other form (e.g., under another title or brand name), whether as included or incorporated into SaaS Application or separately, whether for free or commercially, to any Third Parties;
 - (d) de-obfuscate, decompile, hack, reverse engineer, disassemble, decode, or otherwise determine or attempt to determine the Proprietary Code or otherwise attempt to extract the non-obfuscated code or source code of the Proprietary Code or any part of it and/or determine the algorithms of its work;
 - (e) change, alter, modify, analyze, copy or create any derivative works or improvements of the Proprietary Code;
 - (f) use Flexmonster Component to infringe or violate the rights of any third party, including any intellectual property, publicity or privacy rights;
 - (g) use Flexmonster Component in any way that could harm it or impair the use of it by any other lawful user;
 - (h) use, export, or re-export Flexmonster Component in violation of any applicable laws or regulations; and
 - (i) enter into any agreement or arrangement or grant any power of attorney or delegate any powers or authority in any form to do any of the matters set out in any of the preceding items,

except as the applicable laws and regulations require that this be permitted or, only in relation to any open-source components included in Flexmonster Component, to the extent as may be permitted by the licensing terms governing the use of such open-source components.

For purposes of clarity, you may customize Flexmonster Component to your needs by modifying the files constituting Flexmonster Component that are not Proprietary Code (e.g., to customize the toolbar, perform a language localization or create custom themes), provided that you comply with the restrictions in relation to the Proprietary Code set out in this Agreement.

- 4.7 Licensee is responsible for abiding by the provisions set forth in this Agreement and ensuring such abidance from its Representatives.

- 4.8 In case of a breach of this Agreement involving distribution or use of Flexmonster Component outside the terms of SaaS Entry License, Flexmonster may retrospectively charge Licensee a fee calculated based on the license model corresponding to the actual use of Flexmonster Component outside the terms of SaaS Entry License using the relevant list prices that Flexmonster charges for use of Flexmonster Component. These charges are in addition to any other right or claim that Flexmonster may have against Licensee.

5 MAINTENANCE

- 5.1 During the Validity Period, Licensee may receive Flexmonster Component's updates and low priority support, subject to provisions of this clause.
- 5.2 Updates are provided on the following terms:
- (a) We may (but are not obligated to) modify Flexmonster Component for any reason or without any specific reason, at any time and at our sole discretion. Such modifications may include updates, changes, alterations, additions, deprecations, etc. of Flexmonster Component or its functionality, and may be made available from time to time through the distribution channels listed in the definition of "Flexmonster Component" in clause 2 above as new versions of Flexmonster Component (the "**Updates**").
 - (b) If any Updates are made available, such Updates shall be deemed integral parts of Flexmonster Component and shall be subject to the terms and conditions of this Agreement, unless the Updates are expressly provided to you under other or additional terms and conditions, in which case, if you accept the associated terms and conditions or download, install and/or use the Updates, those other or additional terms and conditions shall apply.
 - (c) After issuing Updates, we do not guarantee the continuous availability of previous versions of Flexmonster Component. We also reserve the right to disable, discontinue, or delete Flexmonster Component, in whole or in part, at any time and at our sole discretion, subject to an advance notice to your email address used to confirm that you agree with the terms of this Agreement.
- 5.3 Low priority support includes (i) provision of technical expertise and/or assistance by Flexmonster to Licensee for the questions directly related to Flexmonster Component and (ii) fixing bugs in Flexmonster Component reported by Licensee. Low priority support is provided subject to Flexmonster personnel's availability with no time estimates regarding response time or bug fixing. Detailed conditions of provision of low priority support are provided at <https://www.flexmonster.com/low-priority-support/> and may be changed from time to time at Flexmonster's discretion.
- 5.4 For purposes of this clause, a "bug" means a serious malfunctioning in Flexmonster Component that causes it to crash or produce invalid output, and which is a direct result of a coding or design error by Flexmonster. Flexmonster retains the final discretion to determine whether an issue in Flexmonster Component shall be considered a bug.
- 5.5 You may provide us with your feedback (e.g., questions, suggestions, comments, ideas or any other types of information) regarding Flexmonster Component, including in connection with low priority support as per clause 5.3 above (the "**Feedback**"). If you provide us with Feedback, you agree that:
- (a) you, to the extent allowed by any applicable laws, grant us an exclusive, free-of-charge, royalty-free, worldwide, perpetual, irrevocable, sublicensable, transferable and assignable license to use, reproduce, distribute, modify, adapt, prepare derivative works based on, publicly perform, publicly display, sell, offer to sell, import, and otherwise exploit the Feedback, except information provided as Feedback that was clearly marked "CONFIDENTIAL" by you, for any purposes;

- (b) we have no obligation to use, consider, reply to, or do any other actions with your Feedback; and
- (c) if we use your Feedback in any manner, we are not required to notify, credit or compensate you for your contribution.

6 COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

- 6.1 Licensee's rights to use Flexmonster Component are strictly limited to rights expressly provided by this Agreement.
- 6.2 Flexmonster Component is licensed, not sold, to you under SaaS Entry License. SaaS Entry License does not grant you any title to or ownership in Flexmonster Component.
- 6.3 We and our licensors (as applicable) own all rights, title and interest in and to Flexmonster Component, including all copyright and other intellectual property, goodwill or other proprietary rights in Flexmonster Component. No title to or ownership in Flexmonster Component or any associated intellectual property, goodwill or proprietary rights are transferred to you by this Agreement.
- 6.4 All changes, modifications, upgrades, updates or otherwise of Flexmonster Component performed by Flexmonster shall remain the sole and exclusive property of Flexmonster.
- 6.5 Any pre-existing intellectual property and other content and data which Licensee processes using Flexmonster Component under this Agreement shall remain Licensee's property.
- 6.6 Flexmonster Component includes certain components provided under open-source licenses. In this respect, please note the following:
 - (a) the use of such components is subject to the respective open-source licenses. The list of such components and links to the respective licenses as of 1 December 2022 may be found in [Annex 1 \(Open-source components\)](#); and
 - (b) the list of such components and the respective licenses, as well as their terms, may be changed without any prior notice to you. Please refer to a dedicated page on Flexmonster Website at <https://www.flexmonster.com/faq/#flexmonster-dependencies> for the most relevant list of open-source components included in Flexmonster Component. Please note, however, that we do not undertake to keep the links to the respective licenses updated at all times, and it is solely your responsibility to comply with the relevant license terms of open-source components included in Flexmonster Component.

7 CONFIDENTIALITY

- 7.1 Each Party shall (and shall ensure that each of its Representatives shall) maintain Confidential Information in confidence and not disclose that Confidential Information to any person or its use for purposes not related to execution or performance of this Agreement. Each Party shall treat the Confidential Information with at least the same level of care and confidence as its own.
- 7.2 Licensee shall be liable to Flexmonster for any unauthorized use, transfer or disclosure of the Confidential Information by Licensee or its Representatives.

8 GOVERNING LAW AND JURISDICTION

- 8.1 This Agreement is governed by the laws of the State of Florida, without regard to any conflict of law principles to the contrary. The United Nations Convention for the International Sale of Goods or any successor to it does not apply to this Agreement.

- 8.2 You hereby irrevocably consent to the exclusive jurisdiction of the state and federal courts located in the State of Florida with respect to any dispute regarding this Agreement or Flexmonster Component.
- 8.3 If there are any applicable mandatory laws prohibiting a dispute under this Agreement to be resolved under the laws of the State of Florida and/or by the courts located in the State of Florida, the rules of such mandatory laws shall apply.

9 DISCLAIMER

FLEXMONSTER PROVIDES FLEXMONSTER COMPONENT "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND OR ANY OTHER PROMISES ABOUT IT. LICENSEE ASSUMES FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM LICENSEE'S DOWNLOADING, INSTALLATION AND/OR USE OF FLEXMONSTER COMPONENT.

WITHOUT LIMITING THE PARAGRAPH ABOVE, FLEXMONSTER EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS (EXPRESS, IMPLIED, ORAL AND WRITTEN) WITH RESPECT TO FLEXMONSTER COMPONENT, INCLUDING WARRANTIES AND REPRESENTATIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT AND OF NONINFRINGEMENT OF THIRD-PARTY RIGHTS.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY FLEXMONSTER, ITS DEALERS, RESELLERS, DISTRIBUTORS, AGENTS, OR EMPLOYEES SHALL CREATE A WARRANTY.

The above limitations, for example, mean that Flexmonster shall not be liable before Licensee in case Flexmonster Component will not:

- (a) meet Licensee's requirements (whether known to Flexmonster or not); or
- (b) be reliable or free of any bugs, errors or other defects.

Some of the above exclusions and limitations may not apply to Licensee in whole or in part, as some jurisdictions do not allow the exclusion of certain warranties or limitations on applicable statutory rights of a consumer.

10 LIMITATIONS OF LIABILITY

IN ANY EVENT FLEXMONSTER SHALL NOT BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR DAMAGES OF ANY KIND, INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, ENHANCED OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF OPPORTUNITY, BUSINESS INTERRUPTION OR THE LIKE, ARISING IN ANY WAY OUT OF OR IN CONNECTION WITH:

- (a) **THIS AGREEMENT;**
- (b) **THE DOWNLOADING, INSTALLATION AND/OR USE OF FLEXMONSTER COMPONENT;**
- (c) **INABILITY TO DOWNLOAD, INSTALL AND/OR USE FLEXMONSTER COMPONENT, INCLUDING AS A RESULT OF THE EXECUTION OF ANY OF FLEXMONSTER'S RIGHTS UNDER THIS AGREEMENT; OR**
- (d) **ANY OTHER MATTER RELATING TO FLEXMONSTER COMPONENT,**

IN EACH CASE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE), EVEN IF FLEXMONSTER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF REMEDIES SET OUT IN THIS AGREEMENT ARE FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

FLEXMONSTER'S ENTIRE LIABILITY FOR DAMAGES PURSUANT TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL IN NO EVENT EXCEED ONE DOLLAR (U.S. \$1).

FOR PURPOSES OF THIS CLAUSE 10, "FLEXMONSTER" AND "FLEXMONSTER'S" INCLUDES FLEXMONSTER'S EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, CONTRACTORS, SUCCESSORS, ASSIGNS AND OTHER REPRESENTATIVES.

NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

11 INDEMNIFICATION

- 11.1 Licensee agrees to indemnify, defend (or, where applicable, pay the defense costs for) and hold harmless each of Flexmonster, its employees, officers, directors, agents, contractors, successors, assigns and other representatives from and against all claims, suits, demands, actions, losses, liabilities, and expenses (including attorneys' and other professional fees, costs, and expert witnesses' fees) that result or arise from or in connection with Licensee's downloading, installation and/or use of Flexmonster Component, Licensee's breach of any terms and conditions of this Agreement, or use of Flexmonster Component in violation of any applicable laws or regulations by (or knowingly and actively assisted by) Licensee.

12 CHANGES TO THIS AGREEMENT

- 12.1 We may update this Agreement at any time at our discretion by reasonable notice to you, including by sending it to your email address used to confirm that you agree with the terms of this Agreement. If any amendment to this Agreement is not acceptable to you, you may terminate this Agreement according to clause 13.2 below. Your continued use of Flexmonster Component will demonstrate your acceptance of the amended Agreement.

13 TERMINATION

- 13.1 Without limiting any of our other rights, this Agreement will terminate automatically without notice if you fail to comply with any of its terms and conditions.
- 13.2 You may terminate this Agreement at any time by advance notice in writing to Flexmonster.
- 13.3 We, in our sole discretion, have the right to terminate this Agreement immediately at any time and with or without cause by reasonable notice to you, including by sending it to your email address used to confirm that you agree with the terms of this Agreement.
- 13.4 In case of termination of this Agreement for any reason:
- (a) SaaS Entry License automatically terminates;
 - (b) you may no longer exercise any of the rights granted to you by the License;
 - (c) you must immediately cease all use of Flexmonster Component, and you must destroy all copies of Flexmonster Component, Development Key and any other Flexmonster Component keys in your possession or under your control issued by Flexmonster for SaaS Application; and
 - (d) our rights under this Agreement survive any termination of this Agreement.

14 NOTICES

- 14.1 All notices to Flexmonster to be given under this Agreement shall be in writing and shall be delivered by electronic mail to help@flexmonster.com.

15 OTHER TERMS

- 15.1 This Agreement constitutes the entire agreement between the Parties relating to the subject matter of this Agreement. All other communications, proposals and representations with respect to the subject matter of this Agreement are excluded.
- 15.2 Flexmonster may assign or delegate its rights and obligations under this Agreement, in whole or in part, to any person or entity at any time without Licensee's consent. Licensee may not assign or delegate any rights or obligations under this Agreement without Flexmonster's prior written consent, and any unauthorized assignment or delegation by Licensee is void.
- 15.3 If a particular term of this Agreement is found to be not enforceable or invalid for any reason, this will not affect any other terms of the Agreement. The unenforceable or invalid part shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the parties' original intent.
- 15.4 Any Flexmonster's exercise, or failure or delay in exercise of, any of Flexmonster's rights under this Agreement, at law or in equity, will not be deemed a waiver of those or any other rights or remedies available in contract, at law or in equity.
- 15.5 Licensee agrees that this Agreement does not confer any rights or remedies on any person other than the parties to this Agreement.
- 15.6 The Agreement shall not be construed as creating a joint venture, partnership or the like. Licensee shall not act or be deemed to act on behalf of Flexmonster, or have the right to bind Flexmonster.
- 15.7 The clauses' headings used in this Agreement shall not affect the interpretation of this Agreement.
- 15.8 The words *including* and *include* used in this Agreement mean including without limitation and include without limitation, respectively.

Annex 1 (Open-source components)

We use certain open-source components in Flexmonster Component. Here is a list of these libraries and links to their respective licenses as of 1 December 2022:

1. canvg.js v2.0.0 – MIT License <https://github.com/canvg/canvg/blob/master/LICENSE>
2. d3.js v3.5.12 – ISC License <https://github.com/d3/d3/blob/master/LICENSE>
3. html2canvas v1.3.2 – MIT License <https://github.com/niklasvh/html2canvas/blob/master/LICENSE>
4. jsPDF v2.4.0 – MIT License <https://github.com/parallax/jsPDF/blob/master/LICENSE>
5. jsSHA v3.2.0 – BSD License <https://github.com/Caligatio/jsSHA/blob/v2.3.1/LICENSE>