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Software Licence (SaaS)

This Software License Agreement (the “Agreement”) is between David J. Bradshaw (“DJB”) and You (including your agents and affiliates), a commercial licensee of DJB's software.

1. Definitions

“**Application**” means any software, application, or elements that Your Licensed Developers develop using the Software or Modifications in accordance with this Agreement.

“**End User**” means an end user of Your Application who acquires a license to such solely for their own use and not for distribution, resale, user interface design, or software development purposes.

“**Website**” means a page or group of pages within a single domain name.

“**Licensed Developer**” shall mean an individual person permitted to use the Software and make Modifications for your Applications, whether such person is Your employee or a consultant or contractor providing services to You.

“**Modification**” means any revision, adaptation, or derivative of the Software produced by You.

The “**Software**” means iframe-resizer , including all updates thereto and major versions thereof.

“**SaaS**” shall mean a software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted.

“**Subscription**” specifies the subscription term, the Software covered by this Agreement, subscription fees and payment schedules.

“**Subscription Confirmation**” means an email confirming Licensee’s rights to access and use Products, including Subscription plan and License acquired.

2. Commercial license grant

Subject to the terms of this Agreement, DJB grants to You a revocable, non-exclusive, non-transferable license for use in a SaaS Application for as long as the Subscription remains valid.

No permission is granted to distribute the Software and/or Modifications within downloadable or installable software.

You are entitled to receive all updates to the Software licensed by you, as well as any later version of the Software that DJB, in writing, explicitly authorises you to use. DJB makes no representation that any update will be compatible with your Application.

3. Fees

Licensee must pay the Subscription fees on an annual basis. If Licensee fails to make the timely payment of the Subscription fees, this Agreement will be terminated and Licensee may not use the Software.

4. Ownership

This is a license agreement and not an agreement for sale. DJB reserves ownership of all intellectual property rights inherent in or relating to the Software and corresponding source code, which include all copyright, patent rights, all rights in relation to registered and unregistered trademarks (including service marks), confidential information (including trade secrets and know-how) and all rights other than those expressly granted by this Agreement.

You must not remove, obscure or interfere with any copyright, acknowledgment, attribution, trademark, warning or disclaimer statement affixed to, incorporated in or otherwise applied in connection with the Software. Notwithstanding the above, you are permitted to produce, use, and distribute compressed or “minified” copies of the Software that do not bear the notices contained in the Software’s source code, so long as you otherwise comply with the terms of this license.

5. Prohibited Uses

Your Application must have substantially different functionality than, and must not compete directly with, the Software.

You may not distribute the Software or Modifications. Even when included within your application.

Your Application must not enable End Users to produce separate applications that incorporate the Software or Modifications outside of your SaaS platform. For example, if Your Application is a development toolkit or library, an application builder, a website builder that can be used to incorporate the Software into a new Application, You must obtain a separate OEM license from DJB.

6. Termination

This Agreement and the license granted hereunder shall continue until terminated in accordance with this Section. Unless otherwise specified in this Agreement, the license shall last as long as Your use of the Software is in compliance with the terms herein.

Each party shall have the right to terminate this Agreement and the license granted hereunder with notice if the other party breaches any of the material terms of this Agreement, and such party fails to cure such material breach within thirty (30) days of receipt of notice from the non-breaching party. Upon termination of this Agreement, all licenses granted to You in this Agreement shall terminate automatically and You shall immediately cease use and distribution of the Software.

Upon termination of this Agreement, You must cease all use of the Software. If, prior to your breach of this Agreement, you delivered Applications incorporating the Software to Your End Users, those End Users’ licenses shall survive termination.

7. Disclaimer of Warranties

TO THE EXTENT PERMITTED BY LAW, DJB DISCLAIMS ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SOFTWARE. WE

DO NOT GUARANTEE THAT THE OPERATION OF THE SOFTWARE OR YOUR APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU ACKNOWLEDGE THAT IT IS NOT TECHNICALLY PRACTICABLE FOR US TO DO SO.

8. Limitation of Liabilities

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL DJB BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LAW) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR THE CODE IT PRODUCES OR ANY OTHER SUBJECT MATTER RELATING TO THIS AGREEMENT, EVEN IF DJB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, DJB'S ENTIRE LIABILITY WITH RESPECT TO ANY SUBJECT MATTER RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE GREATER OF: (I) THE AMOUNT ACTUALLY PAID BY YOU FOR THE LICENSE, OR (II) FIVE HUNDRED DOLLARS (\$500).

9. Indemnification

While redistributing the Software or Modifications thereof as part of Your Application, You may choose to offer acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this Agreement. However, in accepting such obligations, You may act only on Your own behalf and on Your sole responsibility, and not on DJB's behalf.

You agree to indemnify, hold harmless, and defend DJB and its owners, officers, agents, and affiliates from and against any and all claims, lawsuits and proceedings (collectively "Claims"), and all expenses, costs (including legal fees), judgments, damages and other liabilities resulting from such Claims, that arise or result from: (i) Your use of the Software in violation of this Agreement; (ii) the use or distribution of Your Application, except to the extent such claim is based solely on the inclusion of the Software therein; (iii) Your Modification of the Software's source code; or (iv) Your accepting support, warranty, indemnity, or additional liability as described in Section 8.1.

10. Payment and Taxes

All payments under this Agreement are due to DJB upon Your purchase of a license to the Software.

Fees will be paid in advance and End User will have permanent access to the major version of the Software.

Each party shall be responsible for all taxes (including, but not limited to, taxes based upon its income) or levies imposed on it under applicable laws, regulations and tax treaties as a result of this Agreement and any payments made hereunder (including those required to be withheld or deducted from payments); provided that You shall be responsible for any value added tax, use tax, sales tax, or similar tax, and shall pay or reimburse DJB for the same upon invoice.

11. Refund

No refunds are offered. You can of course try iframe-resizer before purchasing the license, making sure that it fits your requirements. So please make sure to do so before the purchase.

12. License Key

DJB will provide you with a License Key.

13. Maintenance and Support

Support shall refer only to Software's source code, integration questions related to the Software's API and documentation clarification. Support does not include questions related to other programming languages or frameworks.

Under no circumstances is DJB compelled to fix Software's bugs, to perform custom development or to write code for the Licensee.

An isolated reproduction might be required upon request. This is, a reproduction of the scenario with the less minimum external code.

14. Miscellaneous

Software Updates and Upgrades. Shall be provided for as long as the Subscription remains valid..

Survival. The provisions of sections 5 through 11 will survive termination of this Agreement.

Compliance with Applicable Laws. You agree that You will comply with all applicable laws and regulations with respect to the Software, including without limitation all export control laws and regulations.

Marketing. You agree to DJB's use of Your name, trade name, and trademark, for use in DJB's marketing materials and its website, solely to identify you as a customer of DJB.

Assignment. This Agreement may be assigned by DJB in whole or in part and will inure to the benefit of DJB's successors and assigns. You may not assign or transfer this Agreement without DJB's prior written consent.

Entire Agreement. The terms and conditions stated herein set forth the entire agreement of the parties and replace and supersede all other contracts, agreements, and understandings, written or oral, relating to the subject matter hereof.

Severability. In the event that any portion of this Agreement is held to be unenforceable, such portions shall not limit or otherwise modify or affect any other portion of this Agreement.

Modification; Waiver. This Agreement cannot be amended except by a written instrument executed by each of the parties. The failure of either party to enforce any

provision of this Agreement may not be deemed a waiver of that or any other provision of this Agreement.

Governing Law. This Agreement, and any dispute arising out of or in connection with this Agreement, shall be governed by and construed in accordance with the laws of England & Wales.