End User License Agreement

Scope:

- Company: BALKAN App

- Product: BALKAN OrgChart JS

- Product website: https://balkan.app/OrgChartJS

Effective: July 16, 2024

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Introduction

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

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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.

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4.1 Domain Limits. There is no limit to the number of Production Domains you can use and access the software. Production Domains can be administered by different entities, organizations or individuals. Production Domains do not have to be registered.

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.

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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. BALKAN App 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 BALKAN App 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

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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 BALKAN App. You are also required to register sub-domains.

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

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.

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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. BALKAN App 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 BALKAN App's other rights or remedies, and without limiting the generality of the foregoing, BALKAN App shall have the right to terminate this Agreement BALKAN App and the License

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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 BALKAN App 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 BALKAN App'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 BALKAN App'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

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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.

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For questions related to this End User License Agreement, contact BALKAN App legal Officer at:

Email: legal@balkan.app

Website: https://balkan.app/OrgChartJS

Address: Drugba 284, Sofia 1582, Bulgaria, EU

Phone: +359 878 108 254