

DATAGRIDXL SOFTWARE EXTENDED OEM LICENSE AGREEMENT

PLEASE READ CAREFULLY BEFORE USING THIS PRODUCT: This license agreement (hereinafter, the “License”) is a binding legal agreement between (a) you (either in your capacity as an individual or as a single entity) and (b) Vanilla Components (hereinafter, “Vanilla Components”) that governs your use of the DataGridXL JavaScript software, together with any electronic documentation that may be provided therewith (collectively, “the Software”) through the Software. Other software provided by third parties and used with the Software may be subject to a separate license agreement.

BY INSTALLING OR OTHERWISE USING THE SOFTWARE YOU AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT ACCEPT THESE LICENSE TERMS, YOUR SOLE REMEDY IS TO REQUEST A REFUND BY CONTACTING VANILLA COMPONENTS AT CONTACT@DATAGRIDXL.COM.

YOU HEREBY AGREE, BOTH ON YOUR OWN BEHALF AND AS AN AUTHORIZED REPRESENTATIVE OF ANY ORGANIZATION FOR WHICH YOU ARE USING THE SOFTWARE (hereinafter, the “EMPLOYER”), THAT YOU AND THE EMPLOYER WILL USE THE SOFTWARE ONLY IN ACCORDANCE WITH AND SUBJECT TO THE FOLLOWING TERMS:

0. SUMMARY OF WHAT YOU CAN AND CAN'T DO WITH THE SOFTWARE IN HUMAN LANGUAGE

CAN

Use in any number of websites (public or the ones that require subscription).

Use within your organization.

Use in any number of re-distributable software products.

Use on any number of copies of the same website for testing and development.

Use on any number of physical or virtual servers.

Use on any number of web pages within the same website.

Use by any number of users.

Use by any number of individual developers.

Use on any number of sub-domains or alias domains (domains used to access the same website).

Disable visual DataGridXL branding.

Modify the core functionality of the library.

Include the library in software development tools (e.g. tools used to produce other software, such as frameworks and compilers)

Include the library in software that will be rebranded and sold by 3rd parties as their own software.

Allow use by any number of wholly owned subsidiaries for their own projects.

CANNOT

Distribute standalone copies of the library.

1. GRANT OF LICENSE

Vanilla Components grants you the following non-exclusive rights provided you agree to and comply with all terms and conditions of this License and upon your full payment of the applicable fees: a personal, nonexclusive, nontransferable license to install and use the Software in an unlimited number of websites or software applications. You can also modify the Software for the sole purpose of adaptation and customization for your own purposes. Hereinafter the term “Software” shall also include a modified version of the Software where applicable.

2. UPGRADES AND SUPPORT

This License shall entitle you to version updates and upgrades of the Software for the period of twelve months from the date of your purchase. For the purpose of this License, an “update” of the Software is defined as that which adds minor functionality enhancements or any bug fix to the current version (and may be identified by the change of the revision to the right of the decimal point, i.e. 2.1 to 2.2) and an “upgrade” is a major release of the Software and is defined as that which incorporates major new features or enhancement that increase the core functionality of the Software (and may be identified by the change of the revision to the left of the decimal point, i.e. 2.X to 3.X). Whether a version release is an update or an upgrade is determined by Vanilla Components in its sole discretion.

This License shall entitle you to complimentary technical support of the Software via email for twelve months from the date of your purchase. This technical support is subject to a limit of 90 support hours, provided and logged by Vanilla Components support agents. The support hours are non-transferable, non-refundable, and do not carry over to other license purchases or subscription renewals if not used within twelve months of the original purchase. This technical support shall not include support related

to hardware of any kind, including without limitation servers that you use to deploy the Software or clients that users use to access your implementation of the software.

3. ADDITIONAL SOFTWARE

This License applies only to the Software and updates or supplements to the Software provided by Vanilla Components. Depending on how you choose to deploy the Software, you may need to acquire licenses to other, third-party software. Vanilla Components shall not be liable or otherwise responsible for your failure to obtain such licenses.

4. TRANSFER

The Software may only be transferred to another party in the event that you are entering into this agreement on behalf of the Employer, and the Employer is acquired by another company or in the event of merger of two or more companies that involves the Employer. Any transfer must include all component parts, media, printed materials and this License. You may not rent, lease or lend the Software or use the Software for “timeshare” use. You may not sublicense, assign or transfer the license or Software except as expressly provided in this License.

5. SUBSIDIARIES' USE

Your Subsidiaries may use the Software licensed hereunder in accordance with the terms and conditions of this License. You will remain responsible for the Subsidiaries' compliance with this License.

“Subsidiary” means any other person or entity that is directly and fully controlled by You. For purposes of the preceding sentence, “full control” means the actual ownership of one hundred percent (100%) of the outstanding equity entitled to vote for directors or (ii) the power to direct or cause the direction of the management and policies of the corporation or the power to elect or appoint one hundred percent (100%) of the members of the governing body of the corporation or other entity.

6. PROPRIETARY RIGHTS

All intellectual property rights in the Software are owned by Vanilla Components or its suppliers, as applicable, and are protected by law, including but not limited to copyright, trade secret, and trademark

law, as well as other applicable laws and international treaty provisions. You shall not remove any product identification, copyright notices or proprietary restrictions from the Software (except for the branding link on the data grid itself which you can remove).

7. LICENSE RESTRICTIONS

You agree that you may not and shall not and that if applicable, the Employer may not and shall not (a) defeat, disable, or circumvent any protection mechanism related to the Software; (b) use the Software or any parts of it to develop a product directly competing with the Software; (c) distribute, publish or share the modified version of the Software and/or derivative works based on the Software separately from your website or your software application.

Nothing contained herein shall be construed, expressly or implicitly, as transferring any right, license or title to you other than those explicitly granted under this License. Unauthorized copying of the Software or failure to comply with the restrictions herein will result in automatic termination of this License and will constitute immediate, irreparable harm to Vanilla Components for which monetary damages would be an inadequate remedy, in which case injunctive relief will be an appropriate remedy for such breach.

8. TERM

This License is effective unless terminated or rejected. You may terminate this License by destroying the Software and any copies of the Software in your possession. This License will also terminate upon conditions set forth elsewhere in this License or if you or an Employer fail to comply with any term or condition of this License.

9. USE OF DATA

The Software will not collect and transmit to Vanilla Components any data or information.

You agree that Vanilla Components and its affiliates or suppliers may collect and use technical information you provide in relation to support services related to the Software. Vanilla Components and its suppliers agree not to use this information in a form that personally identifies you except to the extent necessary to provide such services.

10. DISCLAIMER OF WARRANTIES

You acknowledge that the Software is offered on an “AS-IS,” “AS-AVAILABLE” basis and Vanilla Components does not warrant that the functions contained in the Software will meet your requirements or that the operation of the Software will be uninterrupted or error free. Computer software is inherently subject to bugs and potential incompatibility with other computer software and hardware exists and cannot reasonably be eliminated. You should not use the Software for any applications in which failure could cause any significant damage or injury to persons or tangible or intangible property.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VANILLA COMPONENTS AND ITS SUPPLIERS PROVIDE THE SOFTWARE PRODUCT “AS IS” AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE AND NON-INFRINGEMENT, ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, AND OF LACK OF VIRUSES ALL WITH REGARD TO THE SOFTWARE PRODUCT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY VANILLA COMPONENTS OR AN VANILLA COMPONENTS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY.

Some jurisdictions do not allow exclusion of implied warranties or limitations on the duration of implied warranties, so the above disclaimer may not apply to you in its entirety. IN NO EVENT DOES VANILLA COMPONENTS PROVIDE ANY WARRANTY OR REPRESENTATIONS WITH RESPECT TO ANY THIRD PARTY HARDWARE OR SOFTWARE WITH WHICH THE SOFTWARE IS DESIGNED TO BE USED, AND VANILLA COMPONENTS DISCLAIMS ALL LIABILITY WITH RESPECT TO ANY FAILURES THEREOF.

11. INFRINGEMENT REMEDIES

If the Software, or any component thereof, is found to be infringing or if any use of the Software or any component thereof is enjoined, threatened to be enjoined or otherwise the subject of an infringement claim, Vanilla Components shall, at its option and sole cost and expense: either (i) procure for you the right to continue to use the Software, (ii) modify or replace such Software in a manner that retains its functionality and quality so that it is no longer infringing, misappropriating or violating such right or (iii) require you to terminate the use of and return the Software and compensate your direct damages not exceeding the amount set forth in Section 11.

This Section 10 states the indemnifying party’s sole liability to, and the indemnified party’s exclusive remedy against the other party for any type of claim described in this Section.

12. LIMITATION OF LIABILITY

Notwithstanding any damages that you might incur, the entire liability of Vanilla Components and any of its suppliers under any provision of this License and your exclusive remedy for all of the foregoing shall be limited to the greater of the amount actually paid by you for the Software or US\$5000.00. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL VANILLA COMPONENTS OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, FOR LOSS OF DATA OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS LICENSE), EVEN IF VANILLA COMPONENTS OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

13. CAPACITY AND AUTHORITY TO CONTRACT

You represent that you are of the legal age of majority in your jurisdiction of residence and, if applicable, you are duly authorized by the Employer to enter into this contract.

14. APPLICABLE LAW AND SEVERABILITY

If you are a resident of or a company which place of business is in the US or EU, this License shall be governed by the laws of the jurisdiction of your place of residence. In other cases, the laws of The Netherlands shall govern this License. Additionally, if you are a company which place of business is in the US, you agree that this License shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. You irrevocably submit to the jurisdiction of the state courts sitting in The Hague, The Netherlands, and any action or proceeding arising out of this License will be heard and determined in such court. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, such provision will be interpreted in order to give effect to such provision to the maximum extent permitted by law, and the remainder of this License will continue in full force and effect.

15. ENTIRE AGREEMENT

This License (including any addendum or amendment to this License or as included with the Software) contains the entire agreement between you and Vanilla Components relating to the Software, and the

License supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this License. To the extent the terms of any Vanilla Components policies or programs for support services conflict with the terms of this License, the terms of this License shall control.