

License Agreement

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- 1.6 Owner reserves the right to inform you about software updates and/or extensions. You understand and acknowledge that these updates and/or extensions may be critical in order for the software to work properly.

2. Installation & Support

- 2.1 Installation of the Software is not covered by the license fee and is performed for an extra charge. Nevertheless, you are free to install the Software on your own.
- 2.2 The cost of installation covers integration, customization, error fixing, and performance of other services agreed between us and you.
- 2.3 License includes twelve (12) months support free of charge. The twelve (12) months free support does not cover installation assistance, development and customization. Furthermore, it does not cover the assurance of compatibility with, discovered error elimination of, assistance in elimination of errors arising after upgrading the Software, and assistance in special requirements connected with but not limited to the software developed by third parties.
- 2.4 All inquiries to the support department shall only be related to the Software provided on www.gomage.com.

3. License Agreement Term and Cancellation

- 3.1 The License purchased by you remains valid for all new release products and updates of the Software issued within 1 year (365 days) from the date of License purchasing. Upon one-year period expiration, all further upgrading is performed at extra cost to you.
- 3.2 Owner reserves the right to terminate the Agreement immediately in case of this License breach. You will be notified via email should the Owner exercise this right.
- 3.3 Suspension of Account. If you violate this License, Owner may suspend your user account and cancel your License. In the case of serious violations to this License or in the case of other violations that are not cured within a reasonable time frame (as determined by Owner in its sole discretion), Owner may, in addition to its other legal rights and remedies available hereunder and at law or in equity, delete your account and your site(s) from our database. In either case, you may be permanently restricted from holding an account on the Service. The determination and decision as to whether or not an account or site is in violation of the terms of this License Agreement, is at the sole discretion of Owner.

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- 4.1 The Owner declares and guarantees that it is the sole owner of intellectual property rights to the Software in whole as well as brands, logo, and is entitled to enter into this License Agreement. All copyright to the Software shall remain with the Owner and its licensors.
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5. The Owner's Liability Limitation

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- 5.2 You represent and agree that under no circumstances will the Owner be liable for any of the following: (1) loss of, or damage to, data; (2) incidental, exemplary or indirect damages, or for any economic consequential damages; and/or lost profits, business, revenue, goodwill, even if such loss arises as a consequence of the event that generated the damages. You represent and agree that to the maxim extent permitted by applicable law, the Owner's liability shall be limited to the amounts paid by you to the Owner or EUR 1000, whichever is less.
- 5.3 No oral or written information or recommendations received from the Owner are considered as guarantee obligations. This restriction cannot be applied if it contradicts the legislation of your country.
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6. Activation Key Request

- 6.1 If you want to get the activation key for the developer website, please contact our support department using the contact form found here: <https://www.gomage.com/contacts/> and provide us with an URL or authentic IP.
- 6.2 The developer website may be on a separate installation of Magento than your base domain from a purchased license..
- 6.3 Owner does not provide activation keys for "localhost" URLs or "127.0.0.1" IP addresses. The URLs or IPs should be both unique and authentic. Owner only provides the activation keys for Licenses purchased pursuant to the terms of this Agreement.
- 6.4 All developer keys are active for 365 days; however, if you need an additional time to use our extension for development, please contact our Support Department for a new key activation by using the contact form found here: <https://www.gomage.com/contacts/>.

7. Advertising Material

- 7.1 Upon purchase of our Software the advertising material may be periodically shown in the administrative panel of your Magento. You have the option to disable such advertisements if you do not wish to learn about our new and upcoming products. No information will be collected when advertising. Please refer to our Privacy Policy to learn more about how we protect your information.
- 7.2 **BY CHECKING "I ACCEPT THE LICENSE AGREEMENT" IN ALL RELATED FORMS YOU HEREBY AGREE IN WHOLE AND IRREVOCABLY WITH THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT.**

8. Miscellaneous

- 8.1 Force majeure. Neither you nor Owner is responsible for failure to fulfill any obligations due to causes beyond its control.
- 8.2 No waiver. Failure by Owner to enforce any rights hereunder shall not be construed as a waiver of any rights with respect to the subject matter hereof.
- 8.3 You agree that Owner may change the terms of this Agreement from time to time by sending notification via email or other means.
- 8.4 Severability. If any provision of this Agreement is held unenforceable by the court, then such provision will be modified to reflect the previous provision by Owner. All remaining provisions of this Agreement will remain in full force and effect.
- 8.5 Dispute resolution. Each party will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations under this Agreement. The parties will attempt in good faith to resolve all disputes, disagreements, or claims between the parties relating to this Agreement.
- 8.6 Governing law; Place of jurisdiction. Any cause of action, claim and/or dispute that might arise between the parties hereunder, shall be subject to the laws of the Law of Texas, without regard to conflict of law principles and provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Non-exclusive jurisdiction and venue for actions related to this Agreement or Licensee's use of the Software will be the state courts located in Texas.
- 8.7 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

