

Aitoc Software LLC License Agreement for Magento Extensions

1. General

This is a legal Agreement between Aitoc Software LLC and the Customer that covers the Customer's purchase and use of Extensions for Magento (Products) developed by Aitoc Software LLC. By purchasing the Product, the Customer is asserting with the below-stated Terms and Conditions of the present Agreement. Any violation of this Agreement will automatically deprive the Customer of the right to use the Product, thus the Customer must cease using it and terminate all copies and derivatives of the Product at the Customer's disposal.

2. License

By purchasing the Product, the Customer obtains a License, which will remain valid until the Customer stops using the Product or until Aitoc terminates this License because of the Customer's failure to comply with any of the present Terms and Conditions.

A purchased License does not include ownership of any original works ("Original Works"), part of thereof, or any documentation or derivative works ("Derivative Works") of the Product. You have the right to translate, adapt, alter, transform, modify, or arrange the Original Work, thereby creating derivative works ("Derivative Works") based upon the Original Work for internal deployment ("Internal Deployment") purposes only. Any external deployment ("External Deployment") is prohibited.

The term "External Deployment" herein means the use, distribution, or communication of the Original Work or Derivative Works in any way such that the Original Work or Derivative Works may be used by anyone other than You, whether those works are distributed or communicated to those persons or made available as an application intended for use over a network. As an express condition for the grants of license hereunder, You must treat any External Deployment by You of the Original Work or a Derivative Work as unauthorized distribution under section 3.

Aitoc offers a Single Installation License for its Magento extensions. Each license can be used only on one production Magento installation. It can also be used on unlimited number of test Magento installations.

3. Copyright

Any unauthorized copying, renting, leasing, sublicensing, pledging, conveying, creating any derivative works, or disclosing of modification source codes in any way, porting of the Product to other platforms and content management systems is prohibited without prior written approval from Aitoc Software LLC.

Proof of copyright infringement includes, but is not limited to, similar code style and structures and containing similar to Product source code, layout and design.

The source code and files are exclusively owned by Aitoc Software LLC and are subject to US Copyright Law and Copyright Laws of the State of Minnesota, as well as international copyright treaty provisions. Aitoc Software LLC retains title to and ownership of the Product and all enhancements, modifications and updates of the Product.

The exclusive forum for disputes arising out of, or relating to, this Agreement shall be an appropriate federal or state court in the state of Minnesota.

4. Installation

Each Paid Product package includes an automated Installer. Free products may come without the Installer. The automated installation may depend on configuration of the operational Magento solution. Aitoc does not pledge for its installation module to operate successfully on a modified as well as a non-modified Magento solution. In case of any problem with automatic installation the Customer may purchase installation service performed by the Aitoc staff. To use the paid installation service the Customer is obliged to present correct website access information to Aitoc support personnel, as well as valid registered License information. Installation service payments are non-refundable.

5. Product Support Policy

Each Paid Product includes 30 minutes of Development Support time. Development Support is herein defined as Product support that requires Aitoc staff to make changes to the Customer's production Magento installation or test Magento installation.

Should the Customer need more Development Support, additional Development Support hours can be purchased at [Aitoc.com](https://aitoc.com).

If necessary, support team shall provide to the Customer, without any charge, written advice over e-mail to suggest a possible solution of the problem.

Support team reserves the right to ignore any appeals or requests, not falling under the present conditions. All information acquired from Aitoc Software LLC support team is advisory only and shall not create any warranty for Aitoc Software LLC.

Aitoc Software LLC will provide support services via support tickets system Monday to Friday, 9 am - 5 pm (UTC/GMT +3 time zone).

6. Product Updates

Aitoc will timely release the information about new updates in the Changelog tab on the Product page. It is Customer's responsibility to check for updates availability.

Free updates are available within 6 months since the purchase. Customer can extend the free updates period for another 6 months by updating their license with a 25% discount.

Aitoc reserves the right to determine which products will be updated and when. Aitoc reserves the right to discontinue product updates.

Customer is not obliged to purchase new updates once old ones expire. The decision about whether to purchase an update and when is solely Customer's right. Customer can continue using the Product after the free update period is over.

7. Refunds

7.1 General Refund Policy

Customer may demand a refund for any Aitoc Software LLC Product within a 30-day period from the date of purchase.

Refunds requested after the expiration of the 30 days period shall not be granted.

Refunds of money paid for Development Support services that were purchased separately from the Product shall not be issued. Refunds of money paid for Professional Installation services that were purchased together with or separately from the Product shall not be issued.

7.2. Refund Conditions

Refunds will be provided in all instances except for these:

- Refund is requested after the expiration of the 30-day period since Product purchase.

Customer does not comply with the requirement to uninstall Product before requesting the refund and terminate all its copies and derivatives within 5 calendar days starting from the day of initiation of refund process.

- When we have reasons to believe that the extension was purchased with the sole purpose to copy and reproduce its code without our explicit written consent.

Aitoc Software LLC considers its Product refunded when the money has been withdrawn from its account. If no notification of non-acceptance has been received from client within 10 bank days, product is treated as refunded. The Customer is obliged to uninstall the product before requesting the refund and terminate all its copies and derivatives within the 5 calendar days starting from the day of initiation of money refund process.

Aitoc Software LLC is not responsible for any damages neither to Magento running, nor to business profits or information occurring due to enforced manual deleting of refunded Product or its derivatives.

8. Confidentiality

Each party agrees that it shall not disclose any information concerning the customers, trade secrets, methods, processes or procedures or any other confidential, financial or business information of the other party, which it learns during the course of its performance of this Agreement to any third party, without the prior written consent of such other party. This obligation shall survive the cancellation or other termination of this Agreement or License.

The Product contains trade secrets and proprietary know-how that are intellectual property of Aitoc Software LLC and it is being made available to Licensee in strict confidence. Aitoc Software LLC doesn't collect any personal or business information, except for the information in its Products that ensures the Product's valid purchase and exploitation, which is:

- Server name;
- Server host name;
- Server address (IP);
- Magento installation version;
- Personal identification for the Magento installation, issued by Aitoc server during purchase;
- Magento installation source code path;
- Magento default host domain name;
- Magento current host domain name;
- Magento admin area path;
- Module's key name;
- Module's version;
- Module's identification number in Aitoc DB;

License purchase identification number.

9. Disclaimer of Responsibility

Aitoc Software LLC Products are not stand-alone solutions and require Magento to be installed primarily with a valid Magento License.

Aitoc Software LLC does not guarantee for its Product to operate correctly on any Magento solution, either modified or non-modified.

Aitoc Software LLC does not bear any responsibility for damages or incorrect running of the Magento solution, occurred due to installation or utilizing of Product.

Aitoc Software LLC disclaims any accountability for content of a site on which the Product is installed. Complaints received from any third party may result in License suspension or revocation if the matter cannot be resolved. License suspension action is at the sole discretion of Aitoc Software LLC and is intended to offer both parties time for settlement or advice. License reinstatement shall remain Vendor's exclusive privilege.

Aitoc Software LLC is not liable to Customer or any third party for any damages including, but not limited to, loss of business or business profits, loss of business information due to using Aitoc Software LLC Products.

By accepting this License Agreement Customer acknowledges to use the Product at own risk and has clear understanding of responsibility for any damage to own computer system and data.

10. Changes to Conditions

Aitoc Software LLC reserves the right to modify these agreement terms at any time.

It is solely Customer's responsibility to inquire about any changes made to the present Agreement.