License agreement for :

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and
DOCXTEMPLATER-ENTREPRISE
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License agreement

END-USER LICENSE AGREEMENT

IMPORTANT: THIS SOFTWARE END-USER LICENSE AGREEMENT ("EULA") IS A LEGAL AGREEMENT ("Agreement") BETWEEN YOU (THE CUSTOMER, EITHER AS AN INDIVIDUAL OR, IF PURCHASED OR OTHERWISE ACQUIRED BY OR FOR AN ENTITY, AS AN ENTITY) AND CODING PUFFIN. READ IT CAREFULLY BEFORE COMPLETING THE INSTALLATION PROCESS AND USING DOCXTEMPLATER PRO AND RELATED SOFTWARE COMPONENTS ("SOFTWARE"). IT PROVIDES A LICENSE TO USE THE SOFTWARE AND CONTAINS WARRANTY INFORMATION AND LIABILITY DISCLAIMERS. BY INSTALLING AND USING THE SOFTWARE, YOU ARE CONFIRMING YOUR ACCEPTANCE OF THE SOFTWARE AND AGREEING TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT.

In order to use the Software under this Agreement, you must receive a "Source URL" at the time of purchase, in accordance with the scope of use and other terms specified for each type of Software and as set forth in this Section 1 of this Agreement.

1. License Grant

1.1 General Use. This Agreement grants you a non-exclusive, non-transferable, limited license to the use rights for the Software, without the right to grant sublicenses, subject to the terms and conditions in this Agreement. The Software is licensed, not sold.

1.2 Limited Organization License.

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You may install the Software on a number of Hosts up to the number of Instances included in your license.

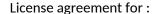A Host is any physical or virtual machine that you control.

On each Host, you may run one or more Instances, provided that the total number of Instances across all Hosts does not exceed the maximum number authorized in your license.

An Instance is a thread within a Docxtemplater server process that executes jobs.

To use additional Hosts or run additional Instances beyond your licensed maximum, you must purchase an additional allowance from Coding Puffin.

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3.2 UNDER NO CIRCUMSTANCES MAY YOU USE THE SOFTWARE AS PART OF A PRODUCT OR SERVICE THAT PROVIDES SIMILAR FUNCTIONALITY TO THE SOFTWARE ITSELF.

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5. Fees and Payment. The Software license fees will be due and payable in full as set forth in the

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applicable invoice or at the time of purchase. If the Software does not function properly within two weeks of purchase, please contact us within those two weeks for a refund. You shall be responsible for all taxes, withholdings, duties and levies arising from the order (excluding taxes based on the net income of Coding Puffin).

6. Support, Maintenance and Services. Subject to the terms and conditions of this Agreement, as set forth in your invoice, support and maintenance services may be included with the purchase of your license subscription.

7. Term of Agreement.

7.1 Term. This Agreement is effective as of the Delivery of the Software and expires at such time as all license and service subscriptions hereunder have expired in accordance with their own terms (the "Term"). For clarification, the term of your license under this Agreement may be perpetual, limited for Evaluation Version, or designated as a fixed-term license in the Invoice, and shall be specified at your time of purchase. Either party may terminate this Agreement (including all related Invoices) if the other party: (a) fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breach, provided that Coding Puffin may terminate this Agreement immediately upon any breach of Section 3 or if you exceed any other restrictions contained in Section 1, unless otherwise specified in this agreement; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days)). Termination is not an exclusive remedy and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

7.2 Termination. Upon any termination of this Agreement, you shall cease any and all use of any Software and destroy all copies thereof.

7.3 Expiration of License. Upon the expiration of any term under this Agreement, (a) all Software updates and services pursuant to the license shall cease, (b) you may only continue to run existing installations of the Software, (c) you may not install the Software on any additional Hosts, and (d) any new installation of the Software shall require the purchase of a new license subscription from Coding Puffin.

8. Disclaimer of Warranties. The Software is provided "as is," with all faults, defects and errors,

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and without warranty of any kind. Coding Puffin does not warrant that the Software will be free of bugs, errors, viruses or other defects, and Coding Puffin shall have no liability of any kind for the use of or inability to use the Software, the Software content or any associated service, and you acknowledge that it is not technically practicable for Coding Puffin to do so.
To the maximum extent permitted by applicable law, Coding Puffin disclaims all warranties, express, implied, arising by law or otherwise, regarding the Software, the Software content and their respective performance or suitability for your intended use, including without limitation any implied warranty of merchantability, fitness for a particular purpose.

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In no event will Coding Puffin' liability exceed the Software license price as indicated in the invoice. The existence of more than one claim will not enlarge or extend this limit.

10. Remedies. Your exclusive remedy and Coding Puffin' entire liability for breach of this Agreement shall be limited, at Coding Puffin' sole and exclusive discretion, to (a) replacement of any defective software or documentation; or (b) refund of the license fee paid to Coding Puffin, payable in accordance with Coding Puffin' refund policy.

11. Acknowledgements.

11.1 Consent to the Use of Data. You agree that Coding Puffin and its affiliates may collect and use technical information gathered as part of the product support services. Coding Puffin may use this information solely to improve products and services and will not disclose this information in a form that personally identifies you.

11.2 Verification. We or a certified auditor acting on our behalf, may, upon its reasonable request and at its expense, audit you with respect to the use of the Software. Such audit may be conducted by mail, electronic means or through an in-person visit to your place of business. Any such in-person audit shall be conducted during regular business hours at your facilities and shall not unreasonably interfere with your business activities. We shall not remove, copy, or

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redistribute any electronic material during the course of an audit. If an audit reveals that you are using the Software in a way that is in material violation of the terms of the EULA, then you shall pay our reasonable costs of conducting the audit. In the case of a material violation, you agree to pay Us any amounts owing that are attributable to the unauthorized use. In the alternative, We reserve the right, at our sole option, to terminate the licenses for the Software.

11.3 Government End Users. If the Software and related documentation are supplied to or purchased by or on behalf of the United States Government, then the Software is deemed to be "commercial software" as that term is used in the Federal Acquisition Regulation system. Rights of the United States shall not exceed the minimum rights set forth in FAR 52.227-19 for "restricted computer software". All other terms and conditions of this Agreement apply.

12. Third Party Software. Examples included in Software may provide links to third party libraries or code (collectively "Third Party Software") to implement various functions. Third Party Software does not comprise part of the Software. In some cases, access to Third Party Software may be included along with the Software delivery as a convenience for demonstration purposes. Such source code and libraries may be included in the ".../examples" source tree delivered with the Software and do not comprise the Software. Licensee acknowledges (1) that some part of Third Party Software may require additional licensing of copyright and patents from the owners of such, and (2) that distribution of any of the Software referencing or including any portion of a Third Party Software may require appropriate licensing from such third parties.

13. Miscellaneous

13.1 Entire Agreement. This Agreement sets forth our entire agreement with respect to the Software and the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements whether written or oral.

13.2 Amendment. Coding Puffin reserves the right, in its sole discretion, to amend this Agreement from time. Amendments to this Agreement can be located at: https://docxtemplater.com/PRO-LICENSE.pdf

13.3 Assignment. You may not assign this Agreement or any of its rights under this Agreement without the prior written consent of Coding Puffin and any attempted assignment without such consent shall be void.

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13.4 Export Compliance. You agree to comply with all applicable laws and regulations, including laws, regulations, orders or other restrictions on export, re-export or redistribution of software.

13.5 Indemnification. You agree to defend, indemnify, and hold harmless Coding Puffin from and against any lawsuits, claims, losses, damages, fines and expenses (including attorneys' fees and costs) arising out of your use of the Software or breach of this Agreement.

13.6 Governing Law. This Agreement is governed by the laws of France. The jurisdiction and venue for actions related to the subject matter hereof shall be the state of France, and both parties hereby submit to the personal jurisdiction of such courts.

13.7 Attorneys' Fees and Costs. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.

13.8 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remainder of this Agreement will remain in full force and effect.

13.9 Waiver. Failure or neglect by either party to enforce at any time any of the provisions of this licence Agreement shall not be construed or deemed to be a waiver of that party's rights under this Agreement.

13.10 Headings. The headings of sections and paragraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

14. Contact Information. If you have any questions about this EULA, or if you want to contact Coding Puffin for any reason, please direct correspondence to contact@javascript-ninja.fr

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