

MixItUp Commercial License Agreement v3

28th August 2019

This Commercial License Agreement is a binding legal agreement between you and KunkaLabs Limited (KunkaLabs). By installing, copying, or using MixItUp and/or its extensions (the Software), you agree to be bound by the terms of this Agreement.

Grant of License

Subject to the payment of the fee required and the conditions herein, you are hereby granted the non-exclusive, non-transferable right to design and develop commercial web applications (Applications) using the Software, and if in the case of the Reseller grant, the non-transferable right to distribute MixItUp to multiple end-users in commercial themes, plugins and templates (Products).

Personal Commercial License Grant

The MixItUp Personal Commercial License grants a single license to you as a single designated user (the Developer) to use the Software for the purpose of developing Applications. A Developer is an individual who implements the Software into Applications, most often writing the necessary code to do so. You must purchase another separate license for the Software for each and any additional developer, or purchase a multi-developer commercial license to cover multiple-developers within your organization as a whole.

Small Business Commercial License Grant

The MixItUp Small Business Commercial License is a multi-developer commercial license, which grants a single license for up to 10 developers within your organization as one designated, collective user (the Organization) to use the Software for the purpose of developing Applications.

Enterprise Commercial License Grant

The MixItUp Enterprise Commercial License is a multi-developer commercial license, which grants a single license for multiple developers within your organization as one designated, collective user (the Organization) to use the Software for the purpose of developing Applications. There is no limit or restriction to the number of Developers within your Organization who may develop Applications using the Software.

Reseller License Grant

The MixItUp Reseller Commercial License is a multi-developer commercial license, which grants 1 license for multiple developers within your organization as one designated, collective user (the Organization) to use the Software for the purpose of developing Applications and also for the purpose of redistributing the Software in

commercial Products. There is no limit or restriction of the number of Developers within your Organization who may develop Applications and Products using the Software.

Usage

You are granted the right to use and to modify the source code of the Software for use in Applications. There is no limit or restriction to the number of Applications that may by developed using the Software by the Developer or Organization. In the case of the Reseller license, there is no limit or restriction to the number of Products that may be distributed containing the Software.

You own any original work authored by you. KunkaLabs continues to retain all copyright and other intellectual property rights to the Software. You are not permitted to move, remove, edit, or obscure any copyright, trademark, attribution, warning or disclaimer notices in the Software.

You may use the Software only to create Applications that are significantly different from and do not compete with the Software. You are granted the license to distribute the Software as part of your Applications on a royalty-free basis. Users of your Applications are permitted to use the Software or your modifications of the Software as part of your Applications. Users do not need to purchase their own commercial license for the Software, provided that they are not acting as Developers, developing their own commercial Applications with the Software.

In the case of the Reseller license, however, users of your Products may develop their own commercial Applications using your Product without the need for their own MixItUp commercial license.

Warranties and Remedies

The Software is provided "as is", without warranty of any kind, express or implied, including (but not limited to) the warranties of merchantability and fitness for a particular purpose and non-infringement. KunkaLabs's entire liability and your exclusive remedy under this agreement shall be the reimbursement of the price paid for the License, or in the case of the Reseller License, the price of the most recent monthly payment.

Validity

A all licenses are valid indefinitely from the time of purchase unless the terms of our license agreements should change.

We reserve the right to change the terms of this license agreement at any time, and will provide all affected license holders with notice of any changes in this situation.