

APPDIRECT STOREFRONT BUILDER LICENSE AGREEMENT

IMPORTANT: THIS IS A LICENSE AGREEMENT BETWEEN YOU AND APPDIRECT. PLEASE READ THIS LICENSE AGREEMENT CAREFULLY. BY INDICATING YOUR ACCEPTANCE AS SET FORTH BELOW, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT.

YOU CONSENT TO THE COLLECTION AND PROCESSING OF YOUR PERSONAL INFORMATION IN ORDER TO PROVIDE YOU WITH THE STOREFRONT BUILDER TOOLKIT (AS DEFINED BELOW).

This License Agreement accompanies the AppDirect Storefront Builder Toolkit for the software and related explanatory materials (the "**SBT**") and includes any upgrades, modified versions, updates, additions, and copies of the SBT licensed to You by AppDirect. This copy of the SBT is licensed to You as the end user or to Your employer or another third party authorized to permit Your use of the SBT. You agree that this License Agreement is enforceable like any written negotiated agreement signed by you and that your download and use of the SBT constitutes acceptance of the License Agreement terms. If you do not agree to the terms of this License Agreement, do not download the SBT.

1. DEFINITIONS.

1. In this License Agreement, SBT means Sample Code, Tools, API Information, documentation, including Documentation in on-line format, and related items.
2. This License Agreement does not govern use of AppDirect Products. See the end user license agreements accompanying the AppDirect Products for governing terms.
3. AppDirect Products means AppDirect's application programs, technologies and software such as the AppDirect marketplace platform and AppDirect-developed plug-ins which are or may be made available for licensing to the general public, including any modified versions or upgrades thereof. Only those items placed on your computer by executing the SBT installer and/or otherwise manually downloaded by You are part of the SBT.
4. Sample Code means software code that AppDirect has included for You to incorporate into Your application programs.
5. Tools refer to programs and Utilities that may be included for You to test or compile Your application programs.
6. Documentation means any related explanatory materials accompanying the SBT.
7. AppDirect means AppDirect, Inc., a Delaware corporation, 650 California Street, Floor 25, San Francisco, CA 94108, USA.
8. Developer, You and Your refer to any person or entity acquiring or using the SBT under the terms of this License Agreement.

2. ROYALTY-FREE LICENSE.

Subject to the restrictions contained in this Section 2, AppDirect grants to You a nonexclusive, nontransferable, royalty-free license to use the items in the SBT only for the purpose of internal development of application programs designed to function with AppDirect Products.

1. Under this License Agreement, You may use, modify or merge all or portions of the Sample Code with Your application programs and distribute it only as part of Your products in object code form. Any modified or merged portion of the Sample Code is

subject to this License Agreement. You are required to include AppDirect's copyright notices on Your application programs except for those programs in which You include a copyright notice reflecting the copyright ownership of Developer in such programs. You may not use AppDirect's name, logo or trademarks to market Your products, except as provided in Section 3, below. You may not assign Your rights or obligations granted under this License Agreement without the prior written consent of AppDirect. Any attempted assignment or transfer without such prior written consent from AppDirect shall be void and of no effect.

2. Subject to the permissions in 2.a. above, You may use the SBT solely for the purpose of internal development. You may not include any portion of the SBT in Your Developer products. You may not sell, sublicense, rent, loan or lease any portion of the SBT to any third party. You may not reverse engineer, decompile or disassemble any portion of the SBT. To the extent that local law grants You the right to decompile software in order to obtain information necessary to render the software interoperable with other software, You shall first request to AppDirect in writing to provide You with the necessary information. AppDirect has the right to impose reasonable conditions such as a reasonable fee for doing so. Requests for information should be directed to the AppDirect at the address provided in the SBT or such other address made available on AppDirect.com from time to time.

You may make a limited number of copies of the SBT to be used by Your employees or consultants as provided herein, and not for general business purposes, and such employees or consultants shall be subject to the obligations and restrictions in this License Agreement.

3. PROPRIETARY RIGHTS.

The items contained in the SBT are the intellectual property of AppDirect and its suppliers and are protected by United States copyright and patent law, international treaty provisions and applicable laws of the country in which it is being used. You agree to protect all copyright and other ownership interests of AppDirect and/or its suppliers in all items in the SBT supplied under this License Agreement. You agree that all copies of the items in the SBT, reproduced for any reason by You, contain the same copyright notices, and other proprietary notices as appropriate, as appear on or in the master items delivered by AppDirect in the SBT. AppDirect and/or its suppliers retain title and ownership of the items in the SBT, the media on which it is recorded, and all subsequent copies, regardless of the form or media in or on which the original and other copies may exist. Except as stated above, this License Agreement does not grant You any rights to patents, copyrights, trade secrets, trademarks or any other rights in respect to the items in the SBT.

4. TERM.

This License Agreement will become effective on the date you download the SBT and is effective until terminated. AppDirect has the right to terminate this License Agreement immediately, without judicial intervention, if You fail to comply with any term herein. Upon any such termination You must remove all full and partial copies of the items in the SBT from your computer and discontinue the use of the items in the SBT.

5. DISCLAIMER.

AppDirect licenses the SBT to Developer only on an "AS-IS" basis. AppDirect makes no representation with respect to the adequacy of any items in the SBT, whether or not used by You in the development of any products, for any particular purpose or with respect to their adequacy to produce any particular result. AppDirect and its suppliers shall not be liable for loss or damage arising out of this License Agreement or from the distribution or use of Developers products containing portions of the SBT. APPDIRECT AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF ANY THIRD-PARTY RIGHT IN RESPECT OF THE ITEMS IN THE SBT OR ANY SERVICES RELATED TO THE SBT.

Some states or jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, or the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to You. You may have rights which vary from state to state or jurisdiction to jurisdiction. The foregoing does not affect or prejudice Your statutory rights. To the extent permissible any implied warranties are limited to ninety (90) days.

6. LIMITATION OF LIABILITY.

IN NO EVENT WILL APPDIRECT OR ANY OF ITS SUPPLIERS, EMPLOYEES OR AGENTS BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES INCLUDING DAMAGES FOR ANY LOST PROFITS, LOST SAVINGS, LOSS OF DATA, COSTS, FEES OR EXPENSES OF ANY KIND OR NATURE ARISING OUT OF ANY PROVISION OF THIS LICENSE AGREEMENT OR THE USE OR INABILITY TO USE THE ITEMS IN THE SBT, EVEN IF YOU HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY PARTY. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM APPDIRECT'S NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU.

7. INDEMNIFICATION.

Developer agrees to indemnify, hold harmless, and defend AppDirect from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use and distribution of Developer's products that contains or is based upon any portion of the SBT, provided that AppDirect gives Developer prompt written notice of any such claim, tenders to Developer the defense or settlement of such a claim at Developer's expense and cooperates with Developer, at Developer expense, in defending or settling such claim.

8. EXPORT CONTROLS.

Each party shall comply with all applicable United States laws and regulations controlling the export of certain commodities and technical data.

9. NON-BLOCKING OF APPDIRECT DEVELOPMENT.

You acknowledge that AppDirect is currently developing or may develop technologies and products in the future that have or may have design and/or functionality similar to products that You may develop based on your license herein. Nothing in this Agreement shall impair, limit or curtail AppDirect's right to continue with its development, maintenance and/or distribution of AppDirect's technology or products. You agree that you shall not assert in any way any patent owned by You arising out of or in connection with this SBT or modifications made thereto against AppDirect, its subsidiaries or affiliates, or their customers, direct or indirect, agents and contractors (collectively, the "AppDirect Product Users") for the manufacture, use, import, licensing, offer for sale or sale of any AppDirect products.

10. OPEN SOURCE SOFTWARE.

The SBT incorporates certain third-party libraries and components which are subject to the attributions, terms, conditions and disclaimers found at the root level of the toolkit in the file licences.json.

Notwithstanding anything to the contrary, You are not allowed to (and You agree that You will not) integrate or use this SBT with any Viral Open Source Software or otherwise take any action that could require disclosure, distribution, or licensing of all or any part of the SBT in source code form, for the purpose of making derivative works, or at no charge. For the purposes of this Section 10, "Viral Open Source Software" shall mean software licensed under the GNU General Public License, the GNU Lesser General Public License, or any other license terms that could require, or condition Your use, modification, or distribution of such software on, the disclosure, distribution, or licensing of any other software in source code form, for the purpose of making derivative works, or at no charge. Any violation of the foregoing provision shall immediately terminate all of Your licenses and other rights to the SBT granted under this Agreement.

11. WAIVER.

None of the provisions of this License Agreement shall be deemed to have been waived by any act or acquiescence on the part of AppDirect, its agents or employees, but only by an instrument in writing signed by an officer of AppDirect.

12. MISCELLANEOUS.

This License Agreement represents the complete agreement concerning subject matter hereof. If any provision of this License Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This License shall be governed by California law provisions (except to the extent applicable law, if any, provides otherwise), excluding its conflict-of-law provisions. With respect to disputes in which at least one party is a citizen of, or an entity chartered or registered to do business in the United States of America, any litigation relating to this License Agreement shall be subject to the jurisdiction of the Federal Courts of the Northern District of California, with venue lying in Santa Clara County, California, with the losing party responsible for costs, including without limitation, court costs and reasonable attorneys' fees and expenses. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

13. INTEGRATION.

When conflicting language exists between this License Agreement and any other agreement included in the SBT, this License Agreement shall supersede. You acknowledge that You have read this License Agreement, understand it and that it is the complete and exclusive statement of Your agreement with AppDirect which supersedes any prior agreement, oral or written, between AppDirect and You with respect to the licensing to You of the SBT. No variation of the terms of this License Agreement will be enforceable against AppDirect unless AppDirect gives its express consent, in writing signed by an officer of AppDirect. The English language version of this Agreement shall be the version used in the event any dispute arises hereunder. All translations of this Agreement are for convenience only and shall not be used by the parties or any court when interpreting or construing this Agreement.

AppDirect Storefront Builder © 2018 AppDirect