

# WebDataRocks End User License Agreement

*Effective as of 23 August 2022*

Thank you for your interest in WebDataRocks!

Before downloading, installing and/or using WebDataRocks, please read this WebDataRocks End User License Agreement ("**Agreement**") carefully and make sure you understand it. This Agreement is a legal document that sets out your rights and obligations in connection with your use of WebDataRocks.

**By downloading, installing and/or using WebDataRocks you agree with the terms of this Agreement. If you do not agree with the terms of this Agreement or do not fully understand it, you may not download, install and/or use WebDataRocks, and must immediately delete all copies of WebDataRocks in your possession or under your control (if there are any).**

To help you understand the Agreement's terms, we provide a short summary of key terms of this Agreement right after this paragraph. We hope that this summary is helpful, but note that you should read it together with the [full terms of this Agreement](#).

## Summary

Clause of Agreement	Short summary
1. <a href="#">Parties</a>	Name of WebDataRocks' provider, as well as the definition of you as a party to this Agreement.
2. <a href="#">Definitions</a>	Definitions of key terms used in this Agreement that are important for its correct understanding.
3. <a href="#">Grant of license</a>	We provide you with a license to download, install and use WebDataRocks if you comply with this Agreement.
4. <a href="#">License conditions</a>	<b>Your use of WebDataRocks is limited by this clause, so please read it carefully.</b>
5. <a href="#">IP and ownership rights notice</a>	This clause describes our rights in WebDataRocks.
6. <a href="#">Disclaimer</a>	<b>We provide WebDataRocks AS IS and AS AVAILABLE without any warranties or other promises of any kind. Please read this clause carefully.</b>
7. <a href="#">Maintenance and feedback</a>	You are not entitled to any maintenance of WebDataRocks. You are welcome to provide us with feedback on WebDataRocks subject to certain conditions.
8. <a href="#">Limitations of Liability</a>	<b>We are not responsible for any of your losses or damages related to this Agreement and WebDataRocks. Please read this clause carefully.</b>
9. <a href="#">Indemnification</a>	You agree to compensate us for any claims related to your use of WebDataRocks.
10. <a href="#">Changes to this Agreement and WebDataRocks</a>	We may amend the Agreement or modify WebDataRocks at any time at our discretion. If you continue using WebDataRocks, you agree to the amendments. We reserve the right to disable, discontinue, or delete WebDataRocks.
11. <a href="#">Termination</a>	There are certain rules for termination of this Agreement. For example, you may terminate it by deleting WebDataRocks.
12. <a href="#">Governing law and jurisdiction</a>	By default, the Agreement is governed by laws of the State of Florida, and state and federal courts located in the State of Florida must hear any disputes between us and you.
13. <a href="#">Other terms</a>	Certain further important provisions of this Agreement.

## Full terms of Agreement

### 1. Parties

- 1.1. WebDataRocks is provided to you by North American Resellers LLC, a company incorporated under the laws of Florida, with its address at POB 974, Rancho Santa Fe, CA 92067, USA, hereinafter referred to as "Flexmonster". All references to "**us**", "**we**" and "**our**" in this Agreement are references to Flexmonster.
- 1.2. You, as an individual or a legal entity, become a party to this Agreement as a licensee (the "**Licensee**") only if you agree with its terms. All references to "**you**" and "**your**" in this Agreement are references to the Licensee.

If you are:

- (a) an individual, you confirm to us that you have legal capacity to enter into and perform this Agreement; or
- (b) acting on behalf of a legal entity, you confirm to us that you have authority to act on behalf of that entity, and that that entity agrees to enter into and perform this Agreement.

### 2. Definitions

In addition to other terms defined elsewhere in this Agreement, in this Agreement:

**"Product"** means your or your client's application, website or other product that includes or incorporates WebDataRocks (in whole or in part);

**"Proprietary Code"** means the JavaScript files constituting WebDataRocks that are provided in the obfuscated form (i.e., intentionally arranged or configured to increase the difficulty of understanding);

**"WebDataRocks"** means the software and other content constituting a web reporting tool for data analysis and visualization under name WebDataRocks, as well as all related documentation, developed by us and made available through WebDataRocks Website, WebDataRocks CDN (<https://cdn.webdatarocks.com/>) and WebDataRocks npm (<https://www.npmjs.com/~webdatarocks/>); and

**"WebDataRocks Website"** means the website available at <https://www.webdatarocks.com/>.

### 3. Grant of license

- 3.1. We grant you a worldwide, non-exclusive, non-transferable, non-sublicensable (except as allowed under clause 4.1) free-of-charge and royalty-free license to download, install and/or use WebDataRocks for any purpose not contradicting any applicable laws and regulations as further limited in this Agreement (the "**License**").

The rights that we grant you under the License are subject to the terms of this Agreement, and you may only use the License if you comply with all applicable terms of this Agreement.

- 3.2. We provide you the License only in consideration for you complying with your obligations under this Agreement. You are not obliged to make any payments for use of WebDataRocks under this Agreement.
- 3.3. The License and this Agreement become effective on the date you accept this Agreement by downloading, installing and/or using WebDataRocks and remain valid until termination of this Agreement for any reason as per clause 11 below.

#### 4. License conditions

4.1. You may incorporate WebDataRocks in a Product and redistribute (or allow your client to redistribute, in case if the Product is of your client) WebDataRocks as incorporated in the Product to your customers (or your client's customers if the Product is of your client), whether for free or commercially, provided that:

- (a) you are prohibited to market, distribute, license, sub-license or otherwise make available WebDataRocks as a standalone product, in whole or in part, or in any other form (e.g., under another title or brand name) except as incorporated in the Product; and
- (b) you must ensure that before using WebDataRocks as incorporated in the Product your customers or, if the Product is of your client, then your client, their clients and/or their customers, up to and including the end-user, as the case may be, receive this Agreement and accept that (i) their use of WebDataRocks as incorporated in the Product is subject to this Agreement, and (ii) their use of the Product is subject to your (or, if the Product is of your client, then your client's) agreement with them (which must not contradict this Agreement).

For purposes of clarity, you may customize WebDataRocks to your needs by modifying the files constituting WebDataRocks that are not Proprietary Code (e.g., to customize the toolbar, perform a language localization or create custom themes), provided that you comply with the restrictions in relation to the Proprietary Code set out below in this Agreement.

4.2. You may not, directly or indirectly:

- (a) de-obfuscate, reverse engineer, disassemble, decompile, decode the Proprietary Code or otherwise attempt to extract to the non-obfuscated code of the Proprietary Code or any part of it;
- (b) change, alter, modify, analyze, copy or create any derivative works or improvements of the Proprietary Code;
- (c) **remove, disable, circumvent or modify any:**
  - (i) **limitations included in the Proprietary Code, including the 1 MB limitation on the data size loaded to WebDataRocks;**
  - (ii) **proprietary notice or label (e.g., WebDataRocks logo and/or "WebDataRocks.com" text displayed when the WebDataRocks reporting tool is running), including by concealing it or otherwise making it invisible or less noticeable.**
- (d) use WebDataRocks for the development of a competing software product or service or for any purpose that is to our material commercial or competitive disadvantage;
- (e) publish or otherwise make available WebDataRocks under another title or brand name;
- (f) use WebDataRocks to infringe or violate the rights of any third party, including any intellectual property, publicity or privacy rights;
- (g) use, export, or re-export WebDataRocks in violation of any applicable laws or regulations; and
- (h) enter into any agreement or arrangement or grant any power of attorney or delegate any powers or authority in any form to do any of the matters set out in any of the preceding items,

except as the applicable laws and regulations require that this be permitted or, only in relation to any open-source components included in WebDataRocks, to the extent as may be permitted by the licensing terms governing the use of such open-source components.

#### 5. IP and ownership rights notice

5.1. WebDataRocks is licensed, not sold, to you under the License. The License does not grant you any title to or ownership in WebDataRocks.

We and our licensors (as applicable) own all rights, title and interest in and to WebDataRocks, including all copyright and other intellectual property, goodwill or other proprietary rights in WebDataRocks. No title to or ownership in WebDataRocks or any associated intellectual property, goodwill or proprietary rights are transferred to you by this Agreement.

- 5.2. WebDataRocks includes certain components provided under open-source licenses. In this respect, please note the following:
- (a) the use of such components is subject to the respective open-source licenses. The list of such components and links to the respective licenses as of 23 August 2022 may be found in [Annex 1 \(Open-source components\)](#); and
  - (b) the list of such components and the respective licenses, as well as their terms, may be changed without any prior notice to you. Please refer to a dedicated page on WebDataRocks Website at <https://www.webdatarocks.com/doc/webdatarocks-dependencies/> for the most relevant list of open-source components included in WebDataRocks. Please note, however, that we do not undertake to keep the links to the respective licenses updated at all times, and it is solely your responsibility to comply with the relevant license terms of open-source components included in WebDataRocks.

## 6. DISCLAIMER

**WE PROVIDE WEBDATAROCKS "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND OR ANY OTHER PROMISES ABOUT IT. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING, INSTALLATION AND/OR USE OF WEBDATAROCKS.**

**WITHOUT LIMITING THE PARAGRAPH ABOVE, WE EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS (EXPRESS, IMPLIED, ORAL AND WRITTEN) WITH RESPECT TO WEBDATAROCKS, INCLUDING WARRANTIES AND REPRESENTATIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT AND OF NONINFRINGEMENT OF THIRD-PARTY RIGHTS.**

**NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US, OUR DEALERS, RESELLERS, DISTRIBUTORS, AGENTS, OR EMPLOYEES SHALL CREATE A WARRANTY.**

The above limitations, for example, mean that we shall not be liable before you in case WebDataRocks will not:

- (a) meet your requirements (whether known or not to us); or
- (b) be reliable or free of any bugs, errors or other defects.

Some of the above exclusions and limitations may not apply to you in whole or in part, as some jurisdictions do not allow the exclusion of certain warranties or limitations on applicable statutory rights of a consumer.

## 7. Maintenance and feedback

- 7.1. You are not entitled to any maintenance or support of WebDataRocks under this Agreement.
- 7.2. You may provide us with your feedback (e.g., questions, suggestions, comments, ideas or any other types of information) regarding WebDataRocks (the "**Feedback**") at [info@webdatarocks.com](mailto:info@webdatarocks.com). If you provide us with Feedback, you agree that:
- (a) you, to the extent allowed by any applicable laws, grant us an exclusive, free-of-charge, royalty-free, worldwide, perpetual, irrevocable, sublicensable, transferable and assignable license to use, reproduce, distribute, modify, adapt, prepare derivative works based on, publicly perform, publicly display, sell, offer to sell, import, and otherwise exploit the Feedback for any purposes;

- (b) we have no obligation to use, consider, reply to, or do any other actions with your Feedback; and
- (c) if we use your Feedback in any manner, we are not required to notify, credit or compensate you for your contribution.

## **8. LIMITATIONS OF LIABILITY**

**IN ANY EVENT WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR DAMAGES OF ANY KIND, INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, ENHANCED OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, LOSS OF OPPORTUNITY, BUSINESS INTERRUPTION OR THE LIKE, ARISING IN ANY WAY OUT OF OR IN CONNECTION WITH:**

- (a) THIS AGREEMENT;
- (b) THE DOWNLOADING, INSTALLATION AND/OR USE OF WEBDATAROCKS;
- (c) INABILITY TO DOWNLOAD, INSTALL AND/OR USE, WEBDATAROCKS, INCLUDING AS A RESULT OF THE EXECUTION OF ANY OF OUR RIGHTS UNDER THIS AGREEMENT; OR
- (d) ANY OTHER MATTER RELATING TO WEBDATAROCKS,

**IN EACH CASE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF REMEDIES SET OUT IN THIS AGREEMENT ARE FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.**

**OUR ENTIRE LIABILITY FOR DAMAGES PURSUANT TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL IN NO EVENT EXCEED ONE DOLLAR (U.S. \$1).**

**FOR PURPOSES OF THIS CLAUSE 8, "WE" AND "OUR" INCLUDES FLEXMONSTER'S EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, CONTRACTORS, SUCCESSORS, ASSIGNS AND OTHER REPRESENTATIVES.**

**NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.**

## **9. Indemnification**

You agree to indemnify, defend (or, where applicable, pay the defense costs for) and hold harmless each of us, our employees, officers, directors, agents, contractors, successors, assigns and other representatives from and against all claims, suits, demands, actions, losses, liabilities, and expenses (including attorneys' and other professional fees, costs, and expert witnesses' fees) that result or arise from or in connection with your downloading, installation and/or use of WebDataRocks, your breach of any terms and conditions of this Agreement, or use of WebDataRocks in violation of any applicable laws or regulations by (or knowingly and actively assisted by) you.

## **10. Changes to this Agreement and WebDataRocks**

- 10.1. We may update this Agreement at any time at our discretion by reasonable notice to you, including by posting the updated Agreement on the WebDataRocks Website. If any amendment to this Agreement is not acceptable to you, you may terminate this Agreement according to clause 11.2 below. Your continued use of WebDataRocks will demonstrate your acceptance of the amended Agreement.
- 10.2. We may (but are not obligated to) modify WebDataRocks for any reason or without any specific reason, at any time and at our sole discretion. Such modifications may include updates, changes, alterations, additions, restrictions, etc., including changes in limitations on the use of WebDataRocks or its functionality, and may be made available from time to time through any of the distribution channels

listed in the definition of "WebDataRocks" in clause 2 above as new versions of WebDataRocks (the **"Updates"**).

- 10.3. If any Updates are made available, such Updates shall be deemed integral parts of WebDataRocks and shall be subject to the terms and conditions of this Agreement, unless the Updates are expressly provided to you under other or additional terms and conditions, in which case, if you accept the associated terms and conditions or download, install and/or use the Updates, those other or additional terms and conditions shall apply.
- 10.4. After issuing Updates, we do not guarantee the continuous availability of previous versions of WebDataRocks. We also reserve the right to disable, discontinue, or delete WebDataRocks, at any time and at our sole discretion.

## **11. Termination**

- 11.1. Without limiting any of our other rights, this Agreement will terminate automatically without notice if you fail to comply with any of its terms and conditions.
- 11.2. You may terminate this Agreement by deleting all copies of WebDataRocks in your possession or under your control.
- 11.3. We, in our sole discretion, have the right to terminate this Agreement immediately at any time and with or without cause by reasonable notice to you, including by posting the termination notice on the WebDataRocks Website.
- 11.4. In case of termination of this Agreement for any reason:
- (a) the License automatically terminates;
  - (b) you may no longer exercise any of the rights granted to you by the License;
  - (c) you must immediately cease all use of WebDataRocks, and you must destroy all copies of WebDataRocks in your possession or under your control; and
  - (d) our rights under this Agreement survive any termination of this Agreement.

## **12. Governing law and jurisdiction**

- 12.1. This Agreement is governed by the laws of the State of Florida, without regard to any conflict of law principles to the contrary. The United Nations Convention for the International Sale of Goods or any successor to it does not apply to this Agreement.
- 12.2. You hereby irrevocably consent to the exclusive jurisdiction of the state and federal courts located in the State of Florida with respect to any dispute regarding this Agreement or WebDataRocks.
- 12.3. If there are any applicable mandatory laws prohibiting a dispute under this Agreement to be resolved under the laws of the State of Florida and/or by the courts located in the State of Florida, the rules of such mandatory laws shall apply.

## **13. Other terms**

- 13.1. This Agreement constitutes the entire agreement between you and us relating to the subject matter of this Agreement. All other communications, proposals and representations with respect to the subject matter of this Agreement are excluded.
- 13.2. We may assign or delegate our rights and obligations under this Agreement, in whole or in part, to any person or entity at any time without your consent. You may not assign or delegate any rights or obligations under this Agreement without our prior written consent, and any unauthorized assignment and delegation by you is void.

- 13.3. If a particular term of this Agreement is found to be not enforceable or invalid for any reason, this will not affect any other terms of the Agreement. The unenforceable or invalid part shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the parties' original intent.
- 13.4. Any our exercise, or failure or delay in exercise of, any of our rights under this Agreement, at law or in equity will not be deemed a waiver of those or any other rights or remedies available in contract, at law or in equity.
- 13.5. You agree that this Agreement does not confer any rights or remedies on any person other than the parties to this Agreement.
- 13.6. The Agreement shall not be construed as creating a joint venture, partnership or the like. You shall not act or be deemed to act on behalf of us, or have the right to bind us.
- 13.7. The clauses' headings used in this Agreement shall not affect the interpretation of this Agreement.
- 13.8. The words *including* and *include* used in this Agreement mean including without limitation and include without limitation, respectively.

### **Annex 1 (Open-source components)**

We use certain open-source components in WebDataRocks. Here is a list of these libraries and links to their respective licenses as of 23 August 2022:

1. html2canvas 1.0.0-rc.1 - MIT License <https://github.com/niklasvh/html2canvas/blob/master/LICENSE>
2. FileSaver.js - MIT License <https://github.com/eligrey/FileSaver.js/blob/master/LICENSE.md>
3. jsPDF v1.5.3 - MIT License <https://github.com/parallax/jsPDF/blob/master/LICENSE>
4. JSZip v3.1.5 - MIT License <https://raw.githubusercontent.com/Stuk/jszip/master/LICENSE.markdown>

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