

END-USER LICENSE AGREEMENT ("EULA")

PLEASE READ CAREFULLY BEFORE USING THIS PRODUCT: This End-User License Agreement is a legal agreement between (a) you (either an individual or a single entity) and (b) ModulesGarden and its affiliates ("ModulesGarden") that governs your use of any software product created or made available by ModulesGarden for use ("Software Product"). Other software provided by third parties and used with the Software Product may be subject to a separate EULA. The term "Software Product" means unencrypted computer software and may include associated media, printed materials and "online" or electronic documentation. An amendment or addendum to this EULA may accompany the Software Product.

BY CLICKING "I HAVE READ AND AGREE" OR TAKING ANY STEP TO ORDER, DOWNLOAD, INSTALL, ACCESS OR USE THE SOFTWARE PRODUCT, YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA.

1. GRANT OF LICENSE

ModulesGarden grants you the following non-exclusive rights provided you agree to and comply with all terms and conditions of this EULA:

- a) Use. You may install and use the Software Product on a single WHMCS/cPanel/Magento installation at one time only. Installing or using the Software Product on multiple (more than a single) WHMCS/cPanel/Magento installations at one time is illegal and will be pursued.
- b) Reservation of Rights. ModulesGarden owns all rights, title and interest in and to the Software Product and reserve all rights not expressly granted to you in this EULA. You agree to refrain from any action that would diminish such rights or would call them into question. Software Product is based on unencrypted code and it is being entirely owned by customer and his/her company. Exceptions are renting, sublicensing, assigning, leasing, loaning, reselling for profit, distributing, publishing or networking rights which all are illegal. Every attempt of these must be agreed with ModulesGarden.

2. UPDATES

Updates of Software Product are entirely free of cost for one year time period since purchase. To use a Software Product identified as an update after more than one year from date of purchase, you must firstly make a payment in order to have access to updated versions of the Software Product identified by ModulesGarden as eligible for the update. Each subsequent year of access to updated versions of the Software Product is paid. This fee is not mandatory and entirely voluntary.

3. TECHNICAL SUPPORT

Upon purchase the Software Product you will have a free access to technical support for one year after the purchase. Each subsequent year of access to technical support is paid. Modification of the source code might result in cancellation of guarantee which leads to limitations of technical support services which may become paid. This fee is not mandatory and entirely voluntary.

Technical support in scope for modifying the module is not included which means that ModulesGarden does not offer a free support connected or related with custom code modifications of purchased Software Product.

4. ADDITIONAL SOFTWARE

This EULA applies to updates or supplements to the original Software Product provided by ModulesGarden unless ModulesGarden provides other terms along with the update or supplement. In case of a conflict between such terms, the other terms will prevail.

5. TRANSFER

- a) Third Party. Transfer of Software Product to any Third Party or end user is strictly forbidden and

illegal.

b) Restrictions. You may not rent, lease or lend the Software Product or use the Software Product for commercial timesharing. You may not sublicense, assign or transfer the license or Software Product except as expressly provided in this EULA.

6. PROPRIETARY RIGHTS

All intellectual property rights in the Software Product and user documentation are owned by ModulesGarden or its suppliers and are protected by law, including but not limited to United States copyright, trade secret, and trademark law, as well as other applicable laws and international treaty provisions. The structure, organization and code of the Software Product are the valuable trade secrets and confidential information of ModulesGarden and its suppliers. You are not allowed to remove or edit any product identification, copyright notices or proprietary restrictions from the Software Product. Removing or editing any product identification, copyright notices or proprietary restrictions from the Software Product is illegal.

7. LIMITATION ON REVERSE ENGINEERING

You may not reverse engineer, decompile, disassemble or create derivative works of the Software Product, except and only to the extent that the right to do so is mandated under applicable law. Nothing contained herein shall be construed, expressly or implicitly, as transferring any right, license or title to you other than those explicitly granted under this EULA. Unauthorized copying of the Software Product or failure to comply with the above restrictions will result in automatic termination of this Agreement and will constitute immediate, irreparable harm to ModulesGarden for which monetary damages would be an inadequate remedy, in which case injunctive relief will be an appropriate remedy for such breach.

8. TERM

This EULA is effective unless terminated or rejected. This EULA will also terminate upon conditions set forth elsewhere in this EULA or if you fail to comply with any term or condition of this EULA.

9. CONSENT TO USE OF DATA

You agree that ModulesGarden may collect and use technical information you provide in relation to support services related to the Software Product. ModulesGarden agree not to use this information in a form that personally identifies you except to the extent necessary to provide such services.

10. DISCLAIMER OF WARRANTIES

The Software Product is offered on an "AS-IS" basis and ModulesGarden does NOT warrant that the functions contained in the Software Product will meet your requirements or that the operation of the Software Product will be uninterrupted or error free. Computer software is inherently subject to bugs and potential incompatibility with other computer software and hardware. You should not use the Software Product for any applications in which failure could cause any significant damage or injury to persons or tangible or intangible property. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ModulesGarden AND ITS SUPPLIERS PROVIDE THE SOFTWARE PRODUCT "AS IS" AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE AND NON-INFRINGEMENT, ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, AND OF LACK OF VIRUSES ALL WITH REGARD TO THE SOFTWARE PRODUCT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ModulesGarden OR A ModulesGarden AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY.** Some states/jurisdictions do not allow exclusion of implied warranties or limitations on the duration

of implied warranties, so the above disclaimer may not apply to you in its entirety. IN NO EVENT DOES ModulesGarden PROVIDE ANY WARRANTY OR REPRESENTATIONS WITH RESPECT TO ANY THIRD PARTY HARDWARE OR SOFTWARE WITH WHICH THE ModulesGarden PRODUCT IS DESIGNED TO BE USED, AND ModulesGarden DISCLAIMS ALL LIABILITY WITH RESPECT TO ANY FAILURES THEREOF.

11. LIMITATION OF LIABILITY

Notwithstanding any damages that you might incur, the entire liability of ModulesGarden and any of its suppliers under any provision of this EULA and your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by you for the Software Product. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ModulesGarden BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, FOR LOSS OF DATA OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS EULA), EVEN IF ModulesGarden HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.** Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

12. CAPACITY AND AUTHORITY TO CONTRACT

You represent that you are of the legal age of majority in your state, province jurisdiction of residence and, if applicable, you are duly authorized by your employer to enter into this contract.

13. APPLICABLE LAW

This EULA is governed by the laws of U.S. exclusive of conflict of law provisions and you attorn to the jurisdiction of the courts of U.S. with respect to any proceedings arising from this EULA. The parties hereby agree that this Agreement is not governed by the United Nations Convention on Contracts for the International Sale of Goods.

14. ENTIRE AGREEMENT

This EULA (including any addendum or amendment to this EULA which is included with the Software Product) is the entire agreement between you and ModulesGarden relating to the Software Product and it supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software Product or any other subject matter covered by this EULA. To the extent the terms of any ModulesGarden policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control. In the event of a conflict between the English and any non-English versions of this EULA, the English version shall govern. If any provision of this EULA is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provision of the EULA will remain in force and effect.

© 2014 ModulesGarden. The information contained herein is subject to change without notice. The only warranties for Software Products and services are set forth in the express warranty statements accompanying such products and services. Nothing herein should be construed as constituting an additional warranty. ModulesGarden shall not be liable for technical or editorial errors or omissions contained herein. All rights reserved.