

# **HYVÄ SOFTWARE USER LICENSE**

By using any of our products and/or by purchasing a product from Hyvä Themes B.V. ("licensor") you ("licensee") agree to the following terms and conditions for the use of this product.



# Terms used in this license

**Product**: Purchased software, scripts, documentations etc. produced or provided by Hyvä Themes B.V. from Nuth, The Netherlands.

**License Agreement**: hereinafter also referred to as convention, agreement or conditions.

**End Product**: A (customized) implementation of the product, usually a public facing website customized with your design/content. Typically this means a single Magento installation, distributed over one or multiple web servers.

## In Layman's terms

In short, you need a license for **each** publicly accessible Magento 2 store using our Product.

You **may** purchase it on behalf of your client and charge your client and implement it with any customizations required for your website.

Our one-off products have a **30-day refund** period, no questions asked.

Our **support subscriptions** (for Checkout) are non-refundable and billed yearly.

You **may not** redistribute any part of the product, in any other form, either commercially or free of charge.

#### 1. General License Terms

#### 1.1 License Rights

- **1.1.1** A license grants you, the licensee, an ongoing, non-exclusive, worldwide rights to make use of the selected Hyvä Product.
- **1.1.2** By purchasing the software, you, the licensee, acknowledge this agreement and agree to the content of these conditions and commit to use the software solely in accordance with this agreement.
- **1.1.3** The agreement comes into effect when you order the Product, download it from the licensor's website, code repositories such as Github/Gitlab, or when you receive your Product(s) by email.
- 1.1.4 This agreement provides the licensee the right to use a copy of the software solely in a (one) End Product or for private use if all other conditions of this convention are met. For each additional Magento or Adobe Commerce installation a separate license must be purchased.
- **1.1.5** The software may be used on non-productive Magento installations which are used for developing or testing purposes.
- 1.1.6 You can modify or manipulate the Product. You can combine the Product with other works and make a derivative work from it. The resulting works are subject to the terms of this license. A license will always be required for the resulting End Product.

Please contact us if you have plans to use The Product in any way described above, so that we might discuss custom license arrangements

#### 1.2 Ownership

- **1.2.1** You can create one End Product for a client, and you can transfer that single End Product to your client for any fee. This license is then transferred to your client.
- **1.2.2** You can't sell the End Product, except to one client. The license is in this case transferred to your client.
- **1.2.3** The ownership of a license can be transferred once, and can be done by sending us an email with the license information and the new owner's contact data.
- 1.2.4 You can't redistribute the Product as stock, in a tool, SaaS platform, as a template, or with source files. You can't do this with a Product either on its own or bundled with other items, and even if you modify the Product. You can't re-distribute or make available the Product as-is or with superficial modifications. These things are not allowed even if the redistribution is for Free.

#### 1.3 Refund

- **1.3.1** A full refund may be requested within 30 days after the order was paid and access to the code has been granted.
- 1.3.2 After a refund has been processed, you no longer have the right to hold a copy of the Product and your access to our support systems is retracted (see point 23 of this section below). Some of our services are exempt from refunds, such as our Support and Upgrades subscriptions.

### 1.4 Copyright

**1.4.1** The licensor is the copyright owner of the sold product and its documentation. The software and parts of it are protected by copyright. Any activity that breaches the conditions of this

- convention or the copyright, will be prosecuted in accordance with applicable law.
- 1.4.2 Any contributions to The Product, made by any third party, become part of The Product. The contributing third party waives any intellectual property when making a contribution. Any exceptions should be agreed on before contributions are offered by the third party. This applies for contributions voluntarily made to our codebase.
- **1.4.3** The licensee is obliged to preserve the copyright information provided within the software and its documentation unchanged.
- **1.4.4** The licensor reserves the right to publish a selection of users of The Product.

#### 1.5 Liabilities

- **1.5.1** The licensor cannot be held responsible for damages (including missed profits and consequential losses) caused by the licensee or its vicarious agents due to use of this software.
- **1.5.2** The licensor shall not be liable for prosecution or damages resulting from unlawful use of the Software.

#### 1.6 Breach and Termination

- **1.6.1** If the licensee is not able or willing to use the software in accordance with this license agreement, the license of the software will be revoked.
- 1.6.2 Any reproduction or distribution of the software without the licensor's authorization, including non-commercial distribution, shall be considered a breach of this agreement and will be made liable under applicable laws.

- **1.6.3** The licensor reserves the right to change the license agreement at any time.
- 1.6.4 This license agreement stays in effect until its termination. The licensor reserves the right to terminate the license in case of an infringement of this agreement. The licensee can terminate the use of the license at any time by deleting all copies of the software. A continued use of the software by the licensee is not allowed.
- 1.6.5 In case of a license breach, the Licensor will give you a notice of termination of your license. You hereby agree to accept an injunction to be enjoined from its further use and to pay all costs (including but not limited to reasonable attorney fees) to enforce our revocation of the license and any damages suffered by us because of misuse of The Product.
- 1.6.6 The access and use of our products and these License terms are solely governed by Dutch law. Any dispute derived from this agreement shall exclusively be submitted to and finally be resolved by the competent court in the Netherlands, with exclusion of any kind of other court in any other country.
- 1.6.7 If you continue to use the Software after the Licensor gives you notice of termination of your license, you hereby agree to accept an injunction to enjoin you from its further use and to pay all costs (including but not limited to reasonable attorney fees) to enforce our revocation of your license and any damages suffered by us because of your misuse of the Software.

# 2. Hyvä Theme License Terms

- **2.1** A Hyvä Theme License covers one (1) Magento installation with unlimited storeviews and domains.
- 2.2 Additionally, you can use the license for an unlimited amount of staging/development environments as long as it belongs to the same business entity and End Product.
- 2.3 At least one domain linked to your production installation should be known to The Licensor at any time.
- 2.4 Any updates to the actively linked domain to your Hyvä Theme license must be notified to The Licensor by email or the contact form at hyva.io.
- 2.5 You may not hold a single license for multiple companies or legal entities. If you are a systems integrator, you need to buy a separate license for each of your customers.
- **2.6** Product Updates and Slack Community support are included in the Hyvä Theme license.

# 3. Hyvä Checkout License Terms

- 3.1 A Hyvä Checkout License covers one (1) Magento installation with unlimited storeviews and domains.
- 3.2 Additionally, you can use the license for an unlimited amount of staging/development environments as long as it belongs to the same business entity and End Product.
- 3.3 At least one domain linked to your production installation should be known to The Licensor at any time.

- Any updates to the actively linked domain to your Hyvä
  Checkout License must be notified to The Licensor by email or
  the contact form at hyva.io.
- 3.5 You may not hold a single license for multiple companies or legal entities. If you are a systems integrator, you need to buy a separate license for each of your customers.
- 3.6 A Checkout License comes with updates and support plans as per section 4 or 5 below:

# 4. Yearly Support and Upgrade Subscription

- 4.1 Our Yearly support and upgrade plan currently available for Hyvä Checkout is a subscription based service.
- 4.2 The Yearly Support package gives you access to our Support Team via Slack as well as Software Updates for the duration of the chosen plan.
- 4.3 The duration of a Subscription Term is 1 (one) year. A subscription may be canceled at any time, at latest on the last day of the current term.
- 4.4 Cancellation of your Subscription Plan needs to be sent to us by email or by using our contact form at hyva.io.
- 4.5 After cancellation, your subscription remains active until the end of the current term. The remainder of the current term is non-refundable.
- 4.6 You will receive the invoice for the subscription renewal one month before the end of your current period. Failure to meet the payment term of 28 days will render your support and upgrade license inactive.

# Multi Year Support and Upgrade Package

- Our Multi Year Support and Upgrade Package currently available for Hyvä Checkout is a one-off purchase that covers multiple years at once.
- 5.2 The Multi Year Support package gives you access to our Support Team via Slack as well as Software Updates for the duration of the package.
- **5.3** Multi Year Support Packages are non-refundable.



All rights reserved by

Hyvä Themes B.V., Horenweg 3, 6361GC, Nuth, The Netherlands

You may view and download the latest version of these conditions from <a href="https://hyva.io/license">hyva.io/license</a> at any time.

Last change 23-02-2023