

# AJAX-ZOOM License Agreement

Copyright © 2009-2018, Vadim Jacobi, All rights reserved.

Date: 2018-05-11

Version: >= 5.1.15

Platform: PHP, ASP.NET

This License Agreement is a legal agreement between You ("You", "Developer", "Company" or "Customer") and Vadim Jacobi ("Licensor" or "We"), owner of the AJAX-ZOOM software. By downloading, installing, copying, or otherwise using the AJAX-ZOOM software ("AJAX-ZOOM software", "AJAX-ZOOM", "software", "work"), You agree to be bound by the terms of this License Agreement.

IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE AGREEMENT, YOU MAY NOT DOWNLOAD, INSTALL OR USE AJAX-ZOOM SOFTWARE.

## 1. Terms and Conditions of Use

Subject to the terms and conditions of this License Agreement, Licensor hereby grants You a limited, non-transferable, non-sublicensable, non-exclusive right to use AJAX-ZOOM software on your website - conditionally as stated below:

### 1.1 *Light Version for non-commercial and commercial use*

If You want to use AJAX-ZOOM on a **non-commercial** website or test / integrate it on any website, You can use the AJAX-ZOOM "Light Version" free of charge. No further permission from Licensor is required. You are not allowed to remove AJAX-ZOOM brandings from the player.

### 1.2 *Evaluation & Developer Versions*

If You want to test AJAX-ZOOM on your **commercial** or **non-commercial** website without limitations of the image resolution, You can request a free "Evaluation Version". Developers instantly receive a timely unlimited "Developer Version" along with the purchased License for the main domain. You are not allowed to remove AJAX-ZOOM brandings from the player.

### 1.3 *Full Versions*

If You would like to use AJAX-ZOOM without some restrictions of the free versions You must pay a fee for a Full Version. You are hereby strongly encouraged and advised to try AJAX-ZOOM "Light Version" before purchasing!

## 2. Redistribution & Adaptation

You may not sell, redistribute or offer for download AJAX-ZOOM Software in any form and in any medium, whether modified or original, for profit or not, unless You are software or web developer and fulfill one of the requirement sets listed below:

### 2.1 *Complete Software Packages*

You are allowed and encouraged to distribute and adapt AJAX-ZOOM with freely available or commercial, fully-fledged software packages, e.g. content management system, blog or webshop, provided that You fulfill the following conditions:

- You are the author of this software package.
- Your software package is not a plugin or extension.
- You emphasize that the "Light Version" can be upgraded.
- You provide a backlink to [www.ajax-zoom.com](http://www.ajax-zoom.com) in appropriate location.
- You notify us about your action and receive written, dated and signed permission.

A complete software package is defined as software, that can be used on its own and that can make the whole website.

## **2.2 Plugins / Extensions**

You are allowed and encouraged to distribute and adapt AJAX-ZOOM to any freely available or commercial software packages in form of a plugin, module or extension, given that You fulfill the following conditions:

- You must emphasize that AJAX-ZOOM "Light Version" can be upgraded to a "Full Version". You must do this on your download page and when the user activates AJAX-ZOOM plugin.
- You must provide backlinks to [www.ajax-zoom.com](http://www.ajax-zoom.com) in the same locations.
- Before starting the development You must notify us about your plans.
- Before releasing you must provide us with the entire source code and receive written, dated and signed permission

Contrary to the former License Agreement, provided that the above conditions are met, you are allowed to use your Plugin / Extension commercially, e.g. sell it. In this case, you must provide appropriate support.

## **2.3 Web Developer**

You may purchase AJAX-ZOOM for Your own account and resell it to Your client. The registration domain must be Your client's domain name.

# **3. Further Agreements**

## **3.1 Source code**

You may not modify, remove, reverse engineer or attempt to discover the source code of files, that are obfuscated, packed or otherwise protected; You may not remove, alter or destroy any proprietary, trademark or copyright notices placed on or contained in the AJAX-ZOOM Software and its files. You may not use parts of the proprietary code not in conjunction with the use of AJAX-ZOOM software.

## **3.2 Application Service Provider**

Under no circumstances You may use AJAX-ZOOM Software to act as application service provider (ASP, SaaS), rent, lease or sublicense it, whether for profit or not. This can be subject to a different agreement.

## **3.3 Updates, Upgrades, Support**

Licensor can, but is not obligated to provide updates, upgrades or any support of AJAX-ZOOM software during the term of this License Agreement.

## **3.4 Platforms**

This License Agreement is only valid for PHP and ASP.NET platforms. Under this License Agreement you may not use AJAX-ZOOM on platforms such as JAVA, particularly in conjunction with third party products such as "hybris" or "Intershop". In this case, the usage of AJAX-ZOOM Software is subject to a different License Agreement.

## **3.5 Termination**

This License and the rights granted hereunder will terminate automatically upon any breach by You of the terms of this License. In the event of termination You shall cease all use of the AJAX-ZOOM Software.

Licensor reserves the right to release the AJAX-ZOOM Software under different License Terms, different License Agreement or to stop distributing at any time.

## **3.6 Governing Law**

This License Agreement will be governed and construed in accordance with the laws in Germany without giving effect to any principles of conflicts of laws. If, for any reason, a court of competent jurisdiction finds any provision or portion thereof to be invalid, illegal or unenforceable, that shall not affect the validity, legality and enforceability of any other provision. As far as legally allowed, parties agree to the exclusive jurisdiction of the court in Essen, Germany.

### 3.7 Deviating Agreements

Any deviating agreements require written, dated and signed permission from the Licensor.

## 4. Warranties & Liability

### 4.1 Disclaimer of Warranties

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF THE AJAX-ZOOM SOFTWARE IS AT YOUR SOLE RISK AND THAT THE RISK IS ACCEPTABLE TO YOU. UNLESS OTHERWISE MUTUALLY AGREED TO BY THE PARTIES IN WRITING AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR OFFERS THE WORK AS-IS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE WORK, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THE ABSENCE OF LATENT OR OTHER DEFECTS, ACCURACY OR THE PRESENCE OF ABSENCE OF ERRORS, WHETHER OR NOT DISCOVERABLE AND THAT THE SOFTWARE WILL BE COMPATIBLE WITH OTHER THIRD PARTY SOFTWARE, BROWSERS, SERVERS, PLATFORMS AND LIKEWISE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SUCH EXCLUSION MAY NOT APPLY TO YOU.

### 4.2 Limitation of Liability

EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, IN NO EVENT SHALL LICENSOR BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE AJAX-ZOOM SOFTWARE, HOWEVER CAUSED, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE THEORY OF LIABILITY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIMITATION OF LIABILITY, SO SUCH EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL THEN LICENSOR'S AGGREGATE LIABILITY TO YOU FOR ALL DAMAGES EXCEED THE AMOUNT PAID FOR THE SOFTWARE LICENSE.

## 5. Full Versions

This paragraph applies to You only, if You have paid the fee for a Full Version License, specified at [www.ajax-zoom.com](http://www.ajax-zoom.com); unless explicitly stated differently in this paragraph all terms and conditions of this License Agreement remain valid.

### 5.1 Full Versions

Subject to the terms and conditions of this License Agreement, Licensor hereby grants You a worldwide, non-exclusive, perpetual right to use AJAX-ZOOM Software within **one "internet domain"** on a per customer basis; [www.example.com](http://www.example.com) and [example.com](http://example.com) is one internet domain; [de.example.com](http://de.example.com) ("subdomain") is another one.

To avoid any doubts: You are not allowed to serve domains other than licensed within an iframe, frameset, embed AJAX-ZOOM in applications which do not show the url using proxy servers or similar (see also paragraph 3.2).

Additional "multistore" domains are discountable. Please contact the support to get an obligation-free quotation.

**Changing the domain name(s) after purchase is not possible.**

There are different License Types named "Basic", "Standard", "Business", "Corporate", "Enterprise" and "Unlimited". These Licenses mainly differ in the amount of images which are displayed on Your internet domain within AJAX-ZOOM software. By purchasing one of the full versions and use of AJAX-ZOOM You agree not to exceed the amount of images limited by the purchased License Type.

On "multistore" systems such as Prestashop or Shopware, where the subshops / multistore shops are operated on a server system with shared cache, the license of each subshop with a

different domain or subdomain name must cover the number of images for all subshops with the different domain or subdomain names configured on that "multistore" system. This does not affect e.g. language subshops located under same domain (e.g. example.com/de and example.com/en). Additional domain / subdomain names within a "multistore" system are discountable. Please contact the support to get an obligation-free quotation.

## **5.2 License Fee**

All published prices are subject to be changed at any time and without any prior notice. Successful online transaction provided published prices constitute a valid offer in the moment of purchase of a Full Version License. All published prices are without VAT (value added tax). Depending on European Union law, VAT might be added.

Within European countries (EU) all offers exclusively address professional customers which have a valid VAT-ID; as a provider of web development services You can purchase Licenses for your customers domains.

## **5.3 Delivery**

Upon paying the fee for a Full Version License, it is Licensor's obligation to deliver a License Key. The License Key can only be delivered by email specified during transaction and within five working days after receipt of the payment. By using electronic payments such as PayPal the License Key is usually delivered immediately after the payment is confirmed.

The AJAX-ZOOM software package is delivered via download on [www.ajax-zoom.com](http://www.ajax-zoom.com); it can be freely downloaded and tested before purchasing one of the Full Versions Licenses.

## **5.4 Support**

The Licensor provides unlimited access to technical support via email. Contrary to paragraph Licensor guarantees the provision of technical support for at least 30 days after the purchase of a Full Version License. This guarantee does not imply that a particular problem will be solved by the support. Technical support does not include any customization or installation services. These services can be subject of separate agreement.

## **5.5 Version Updates and Upgrades**

- Upgrades to generally available bug fix- and minor releases are free.
- Upgrades within **one year** from the date of purchase are free of charge. If You purchased AJAX-ZOOM License within one year and two years period before the date of major release, the price paid for the older License accounts to 50%.
- Upgrades within different License Types as stated in 5.1 are only possible to "Business", "Corporate", "Enterprise" or "Unlimited" Licenses. In this case, the License Fee paid for a smaller License Type accounts to 50%. Downgrades are not possible. Calculation example: upgrade from "Standard" License to "Corporate" -> purchased price "Standard" €199, price "Corporate" €549; upgrade price:  $549 - 199 * 0.5 = 449.50$ ; for upgrading please contact the support.

## AJAX-ZOOM Price List - 2018-05-11

License	Images	Resolution	Branding	Support	Price PHP	ASP.NET
Light	500	3.2 MP	AJAX-ZOOM	pre-sale	Free	Free
Evaluation	500	no limits	AJAX-ZOOM	pre-sale	Free	Free
Developer	500	no limits	AJAX-ZOOM	-	-	-
Basic	500	no limits	-	yes	€129.00*	€179.00*
Standard	1.500	no limits	-	yes	€199.00*	€299.00*
Business	5.000	no limits	-	yes	€349.00*	€499.00*
Corporate	10.000	no limits	-	yes	€549.00*	€799.00*
Enterprise	20.000	no limits	-	yes	€949.00*	€1399.00*
Unlimited	no limits	no limits	-	priority	€1499.00*	€1949.00*

\* All prices are excluding VAT; in the EU (European Union) this offer exclusively addresses professional customers which have a valid VAT-ID (value added tax identification number); this does not affect customers from outside of the European Union; for customers located in Germany 19% German VAT will be added. If you are from an EU country and do not have a valid VAT-ID yet, then please ask your web development company which has a valid VAT-ID to purchase AJAX-ZOOM for you; if for some reason this is not possible, then please contact AJAX-ZOOM support; prices are subject to change without notice.

Number images info: if you have an online shop with 1.200 products and on average three product images, You will need a license which can handle up to 3.600 images - in this case the "Business" license.

For 360° rotate / spin tool each frame counts as one image. If you have 250 product spins with 36 frames each You would need a "Corporate" license (9.000 images).

For upgrades between license types see "5.5 Version Updates and Upgrades" in the license agreement.

Multistore (Master & Slave) with different domain names: the license price for an additional domain is 30% of the main license price, but not less than the regular price of the "Business" license. To receive an offer / invoice please contact.

ASP.NET / PHP - if you are using one of the modules like AJAX-ZOOM for Magento, Prestashop, Shopware, WooCommerce and the like or integrate AJAX-ZOOM manually into a LAMP system (Linux, Apache, MySQL and PHP), NGINX / PHP [...] you certainly need PHP license! ASP.NET is for IIS (Internet Information Services / Server) and other Microsoft products without native PHP installation.