Polipop Commercial License Agreement

This Agreement is a binding legal agreement between you and Minitek. By installing, copying, or using the Software, you agree to be bound by the terms of this Agreement.

1. Definitions

1.1. The "**Agreement**" means this Commercial License Agreement.

1.2. "**Minitek**" means Minitek.gr.

1.3. The "**Software**" means Polipop.

1.4. "**Application**" means any software, application, or elements that your Licensed Developers develop using the Software or Modifications in accordance with this Agreement.

1.5. "**End User**" means an end user of your Application who acquires a license to such solely for their own use and not for distribution, resale, user interface design, or software development purposes.

1.6. "**Licensed Developer**" shall mean an individual person permitted to use the Software and make Modifications for your Applications, whether such person is your employee or a consultant or contractor providing services to you.

1.7. "**Modification**" means any revision, adaptation, or derivative of the Software produced by you.

2. Developer Commercial license grant

Subject to the terms of this Agreement, Minitek grants to you a revocable, non-exclusive, non-transferable license:

i. for **one (1) Licensed Developer** to use the Software to create Modifications and Applications

ii. for you to distribute the Software and/or Modifications to **one (1) End User** solely as integrated into the Applications

iii. for End Users to use the Software as incorporated into your Applications in accordance with the terms of this Agreement

3. Team Commercial license grant

Subject to the terms of this Agreement, Minitek grants to you a revocable, non-exclusive, non-transferable license:

i. for **up to eight (8) Licensed Developers** to use the Software to create Modifications and Applications

ii. for you to distribute the Software and/or Modifications to **one (1) End User** solely as integrated into the Applications

iii. for End Users to use the Software as incorporated into your Applications in accordance with the terms of this Agreement

4. Organization Commercial license grant

Subject to the terms of this Agreement, Minitek grants to you a revocable, non-exclusive, non-transferable license:

i. for an **unlimited number of Licensed Developers** to use the Software to create Modifications and Applications

ii. for you to distribute the Software and/or Modifications to an **unlimited number of End Users** solely as integrated into the Applications

iii. for End Users to use the Software as incorporated into your Applications in accordance with the terms of this Agreement

5. Ownership

5.1. Minitek reserves ownership of all intellectual property rights inherent in or relating to the Software and corresponding source code.

5.2. You must not remove, obscure or interfere with any copyright, acknowledgment, attribution, trademark, warning or disclaimer statement affixed to, incorporated in or otherwise applied in connection with the Software.

6. Usage

6.1. Your Application must have substantially different functionality than, and must not compete directly with, the Software.

6.2. You may not distribute the Software or Modifications except as included within your Application.

6.3. If you produce an Application for a customer, you are responsible for ensuring that your customer does not make use of the Software except with Applications licensed herein.

6.4. Your Application must not enable End Users to produce separate applications that incorporate the Software or Modifications.

7. Disclaimer of Warranties

To the extent permitted by law, Minitek disclaims all warranties and conditions, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, with regard to the Software. We do not guarantee that the operation of the Software or your Application will be uninterrupted or error-free, and you acknowledge that it is not technically practicable for us to do so.

8. Limitation of Liabilities

To the extent permitted by law, in no event shall Minitek be liable under any legal or equitable theory for any special, incidental, indirect or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary law) arising out of the use of or inability to use the Software or the code it produces or any other subject matter relating to this Agreement, even if Minitek has been advised of the possibility of such damages. In any case, Minitek's entire liability with respect to any subject matter relating to this Agreement shall be limited to the amount actually paid by your for the license.

9. Termination

9.1. This Agreement and the license granted hereunder shall continue until terminated in accordance with this Section. Unless otherwise specified in this Agreement, the license shall last as long as your use of the Software is in compliance with the terms herein.

9.2. Minitek shall have the right to terminate this Agreement and the license granted hereunder immediately if you breach any of the material terms of this Agreement, and you fail to cure such material breach within thirty (30) days of receipt of notice from Minitek. Upon termination of this Agreement, all licenses granted to you in this Agreement shall terminate automatically and you shall immediately cease use and distribution of the Software.