

# AJAX-ZOOM License Agreement

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Date: 2018-06-29

Version: >= 5.3.0

Platform: PHP, ASP.NET

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### 1.1 *Light Version for non-commercial use / Demo Version*

If You want to use AJAX-ZOOM on a **non-commercial** website (Light Version) or test / integrate it on any website (Demo Version), You can use the AJAX-ZOOM "Light Version" free of charge. Both versions are identical. 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, timely limited "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. The "Developer Version" is for development purposes only and is not to be used at productive domains.

### 1.3 *Full Versions*

If You would like to use AJAX-ZOOM without some restrictions of the Light / Demo Versions, You must pay a fee for a Full Version. You are hereby strongly encouraged and advised to try AJAX-ZOOM "Light Version" / "Demo 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. To avoid any doubts: in case of an instant JavaScript minification by a script or server extension, all copyleft and copyrights within JavaScript files starting with `/*!` must retain in the minified file.

## **3.2 Application Service Provider / Services**

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## **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 Termination**

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### 3.6 *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.

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## 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. An iframe license to your own domain(s) can be purchased separately. See also paragraph 3.2 (Services). Please contact the support to get an obligation-free quotation.

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 "Simple", "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.

Please note, that the new "Simple" License type does not include the multi-resolution, image tiling feature. For the "Simple" License, the "simpleMode" is instantly enabled and on full zoom or appropriate conditions, the original sized images are loaded.

For "Basic", "Standard" and "Business" license types, the "simpleMode" is not available. The "Unlimited" License type can instantly switch between "simpleMode" and multi-resolution tiling feature depending on the resolution of the image. This threshold is adjustable.

## 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 to any License Type or upgrades to "Simple" license 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 - 2018-06-29

License	Images	Resolution	Simple Mode 1	Multires.1	Branding	Support	Price PHP	ASP.NET
Light / Demo	500	3.2 Megapixel	yes	yes	Yes	pre-sale	Free	Free
Evaluation	500	no limits	yes	yes	Yes	pre-sale	Free	Free
Developer	500	no limits	yes	yes	Yes	-	-	-
Simple	no limits	no limits	yes	no	-	yes	€399.00*	€549.00*
Basic	500	no limits	no	yes	-	yes	€129.00*	€179.00*
Standard	1.500	no limits	no	yes	-	yes	€199.00*	€299.00*
Business	5.000	no limits	no	yes	-	yes	€349.00*	€499.00*
Corporate	10.000	no limits	yes	yes	-	yes	€549.00*	€799.00*
Enterprise	20.000	no limits	yes	yes	-	yes	€949.00*	€1399.00*
Unlimited	no limits	no limits	yes	yes	-	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.

<sup>1</sup> Multi-resolution – in short, this means that on zoom only that part of the image is loaded, which is visible in viewport. For more information on this, please see [ajax-zoom.com](http://ajax-zoom.com) website. You can disable image tiling, multi-resolution feature by enabling the "simpleMode" option. "simpleMode" option is not available for "Basic", "Standard" and "Business" license types.