SOFTWARE LICENSE AGREEMENT
hapi Core Framework Commercial Distribution

This Agreement is made between:

The "*Licensor*"
Sideway Inc.
P.O. Box 2112, Los Gatos, CA 95031

And

The "*Licensee*"

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1. DEFINITIONS.

(a) "*Registry*" means the npm registry service provided by npm inc. and described at
https://www.npmjs.com/about.

(b) "*Package*" means a set of computer programs and documentation published on the
Registry.

(c) "*Core*" means the **@commercial/hapi** *Package* available at
https://www.npmjs.com/package/@commercial/hapi.

(d) "*Dependencies*" means the *Packages* published under the **@commercial** organization on
the *Registry* and used by *Core*.

(e) "*Major Version*" means the first of three numbers identifying each published version of a
Registry Package. For example, the major version of 11.22.33 is 11.

(f) "*Matching Software*" means any version of *Core* matching a *Major Version* listed in
Schedule A, its *Dependencies*, as well as any additional *Package* listed in Schedule B.

(g) "*Covered Software*" means any *Matching Software* published prior to or during the
license term as defined by Section 3 (License Term).

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3. LICENSE TERM.

Each license term begins on the day the license fees (in accordance with Schedule C) are received and acknowledged by the *Licensor,* and until the period covered by the fees ends. The *Licensee* can choose to pay for one or more terms, consecutively or non-consecutively.

Terms express in months or years end on the day prior to the start day after the stated period.

For example, if the *Licensee* paid on January 15th, 2000 for a term of a month, it receives a perpetual license for any Matching Software published until February 14th, 2000. When the paid period ends, the *Licensee* may continue to use the *Covered Software* indefinitely, but not any version published after the license term ends.

4. ADDITIONAL SERVICES.

During the *License Term*, the *Licensee* will be entitled to receive the additional software support services listed in Schedule D. The services listed are only available while the agreement is in effect. Support issues initiated during the *License Term* will continue until resolution even if the term ends. Any unused services are revoked when each paid period ends as defined by the fee schedule.

For example, if a monthly term period includes opening 2 support tickets, these tickets can only be used during that month. Once the month is over, even if the *Licensee* pays for a consecutive term, the unused support tickets from the previous period expire.

5. REMEDY LIMITATIONS.

Licensor's entire liability and only remedy for breach of this agreement shall be to return to *Licensee* the license fee for the most recent paid period.

Except for damages arising from a breach of Section 2, *licensee* will have no liability for any damages or for any amounts other than the fees already paid.

6. GENERAL PROVISIONS.

     (a) Complete Agreement: This License Agreement together with all schedules referred to in this Agreement, all of which are incorporated herein by reference, constitutes the sole and entire Agreement between the parties. This Agreement supersedes all prior understandings, agreements, representations and documentation relating to the subject matter of this Agreement.

     (b) Modifications: Modifications and amendments to this Agreement, including any exhibit, schedule or attachment hereto, shall be enforceable only if in writing and signed by authorized representatives of both parties.

     (c) Applicable law: If any difficulties arise from the agreement above, *Licensee* and *Licensor* agree to resolve them in Santa Clara County, California, using California courts and law.

LICENSOR - Sideway Inc.

By: _____   Dated: _____
     Eran Hammer, CEO

LICENSEE – _____

By: _____   Dated: _____

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SCHEDULE A
Covered Core Major Versions

Versions 16, 17, 18, 19.

Coverage on the listed versions can be extended until at least December 31st, 2022.

SCHEDULE B
Additional Covered Software Packages

No additional *Packages* are included.

SCHEDULE C
License Fees

For terms starting before January 1st, 2021:

Monthly: $500/month
Annually: $5000/year

For terms starting on or after January 1st, 2021 and before January 1st, 2022:

Monthly: $750/month
Annually: $8000/year

For terms starting on or after January 1st, 2022: Plan pricing published at that time

SCHEDULE D
Additional Services

No additional services are included.