License Intention

The stated intention of this licensing scheme is to grant rights to use WysiwygPro software products without compromising long-term support and market opportunities. The standard WysiwygPro licenses ***do not*** grant rights to resell, rebrand, or distribute our products in any form or fashion.

All versions of WysiwygPro software subject to licensing and conditions of use. This license governs the use and distribution of WysiwygPro Versions 3.x purchased after Jan 1, 2012 ("WysiwygPro Software").

If you purchased WysiwygPro software (any version) then you will have received a copy of the license the governs its use. Users of WysiwygPro products (any version) are responsible to ensure that appropriate licenses have been purchased for its current use.

WysiwygPro products are NOT open-source software;
WysiwygPro products are NOT shareware;
WysiwygPro products are NOT Freeware.

The WysiwygPro trademark and products are owned by Evolution Incorporated, an incorporated company located in Alberta Canada (the "Company"). WysiwygPro products are protected by copyright law and are distributed under a license agreement; purchasers of a WysiwygPro license do not own any portion of the WysiwygPro software or its related resources. All users of WysiwygPro products are subject to the terms of the WysiwygPro license. You must use WysiwygPro in accordance with our licensing terms.

When a license is purchased, WysiwygPro will distribute information that describes the license version, granted rights, license number, and product key through an order confirmation email. Please have this information available when contacting the WysiwygPro support team.

Individuals may use WysiwygPro software as part of a third-party service provided that the third-party holds appropriate WysiwygPro licensing for provisioned services (e.g. web-hosting of WordPress, Joomla, or other software that incorporates WysiwygPro software). WysiwygPro conditions of use, as outlined in this license, shall apply to users of third-party hosted services that incorporate WysiwygPro software.

Use of WysiwygPro signifies agreement with the terms of this License Agreement – the rights and obligations of WysiwygPro users are defined in this document.

Licensed Rights

Rights to use and distribute WysiwygPro Software are granted through one of three standard licensing options: Single-Domain (one website), Single-Server (Web-hosting of multiple websites on a single server/computer), and Single-Application (licensed applications that may run on one or more servers – restrictions apply).

Single-Domain Use (CMS plugin) - $29.95

The Single-Domain Use License is the most common way to license WysiwygPro. This inexpensive end-user license permits the use of WysiwygPro Software to create/edit HTML text for a single website. In this situation, WysiwygPro Software is installed as a "plugin" to replace another HTML editor in the content management system (CMS) used to manage the user's website. The site resides on a single web domain; the server running the site may be hosted by a third party that does not offer WysiwygPro Software as part of its hosting services.

Specific Restrictions:
The Single Domain Use license can only be installed as a plugin and used to support a single website (e.g. www.myWebsite.com). Additional licenses are required for each website/domain managed by your organization (e.g. each instance of WordPress or Joomla).

Single-Server Use (Web Hosting) - $775.00

The Single-server License is designed for web-hosting companies that host multiple web-sites on behalf of their paying customer (e.g. Cloud-based, SaaS, or web- hosting services). The Single-server license simplifies license management and lowers licensing costs for organizations that preinstall WysiwygPro Software as the default editor for clients to use when creating web content (e.g. as part of a premium web-hosting service). Separate Single-Server licenses are required for each physical or virtual server that WysiwygPro is installed on - the number of WysiwygPro Software instances installed on each server is unlimited.

Specific Restrictions:
Server managers must make reasonable efforts to ensure WysiwygPro plugin zip files cannot be accessed outside of their server environment and that hosted clients understand that use of WysiwygPro Software is restricted: 1) it cannot be used to create illegal content (e.g. pornography and hate materials); and 2) cannot be copied or distributed. It is recommended that your website displays the WysiwygPro Licensing Icon with an HTML link to our Licensing Page.

Single-Server Use (Software Developer) - $775.00

The Single Server License for Software Developers is for developers that wish to integrate WysiwygPro Software as an HTML editor into their web-based product. This license extends to customers using the product so no additional licensing is required. Separate Single-Server licenses are required for each physical or virtual server that WysiwygPro is installed on - the number of WysiwygPro Software instances installed on each server is unlimited.

Software that is distributed to other organizations (e.g. self-hosted software run by a business or other organization) must be licensed either by the developer or by the organization for each server that has WysiwygPro Software installed.

Specific Restrictions:
Server managers must make reasonable efforts to ensure WysiwygPro plugin zip files cannot be accessed outside of their server environment and that hosted clients understand that use of WysiwygPro Software is restricted: 1) it cannot be used to create illegal content (e.g. pornography

and hate materials); and 2) cannot be copied or distributed. It is recommended that your website displays the WysiwygPro Licensing Icon with an HTML link to our Licensing Page.

Single-Application, Multi-server (Developer) – (Starting at $1,495.00)

The Single-application License is designed for larger software companies wanting to run WysiwygPro Software as part of their commercial application on multiple (internal or client) servers. WysiwygPro assesses the nature of the application and distribution potential prior to granting multi-server licenses. Software for vertical (industry specific) markets in a single geographic region will generally qualify for the $1,495 base Multi-server License fee. The cost of the Multi-server license will increase based on:

- International distribution (installed on servers in multiple regions)
- The number of un-licensed end-users that have access to the product
- The nature of the product that WysiwygPro Software is integrated into

Specific Restrictions: The Single-Application, Multi-server license is granted for a defined period and may be renegotiated based on changes to the distribution and number off unique users accessing the WysiwygPro software.

General License Restrictions (all licensed versions)

The WysiwygPro may be used for lawful purposes only. Using the WysiwygPro in a website or application that contains pornographic or sex-related material; or content in violation of international, national, or state law; or where the WysiwygPro will be used to assist in the creation of such content is expressly prohibited.

For all licensing alternatives you may NOT:

1) Distribute WysiwygPro software, in any form or manner, in part or in whole, without prior written consent of WysiwygPro, except as explicitly provided for in this License Agreement.
2) Remove or modify any copyright notices.
3) Resell or distribute WysiwygPro software or derivative works of any kind.
4) Transfer WysiwygPro licenses to another organization as a result of a sale or merger

For all licensing alternatives you may:

1) Modify WysiwygPro source code only to meet your internal requirements. (We encourage developers to participate in the WysiwygPro Developer community to review and report identified defects and share fixes.)
2) Run one instance of the WysiwygPro on a test server for development or evaluation purposes, provided that the WysiwygPro is accessible only to staff of the license holder (not available on the internet)
3) Use WysiwygPro software on any number of web pages, and have each web page accessible by an unlimited number of users, provided that you do not breach any of the other terms in this license
4) Make backups of WysiwygPro software in a manner consistent with industry practice.

Limited Warranty and Warranty Disclaimer

WysiwygPro warrants that the media used to distribute WysiwygPro software will be free from defects for three (3) months from your receipt of the product. Your sole remedy in the event of breach of the foregoing warranty is replacement of the media.

WysiwygPro DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY LOCAL ANALOGUES THERETO.

You may have other rights to the extent required of licensors under local law.

Limitation of Liability

Unless otherwise required by applicable law, WysiwygPro SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES (IRRESPECTIVE OF WHETHER WysiwygPro HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES) AND WysiwygPro's TOTAL LIABILITY HEREUNDER (INCLUDING BUT NOT LIMITED TO ANY POSSIBLE LIABILITY FOR INDEMNITY, DEFENSE OR HOLD HARMLESS OBLIGATIONS) SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR the WysiwygPro software. THIS LIMITATION SHALL APPLY EVEN IN THE EVENT OF BREACH OF CONTRACT OR ACTIVE OR PASSIVE NEGLIGENCE AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD WysiwygPro HARMLESS FROM AND AGAINST ANY THIRDPARTY CLAIM IN EXCESS OF THIS LIMITATION.

General

Licensee acknowledges and agrees to the terms of this license and that any breach of these terms by Licensee shall be considered a material breach of this Agreement resulting in irreparable harm to WysiwygPro for purposes of obtaining a temporary or permanent injunction against Licensee, in addition to which WysiwygPro may seek all related damages.

This license agreement shall be governed by the laws of Alberta, Canada without regard to conflict of laws principles. This license agreement may only be modified by a written document signed by the party or parties to be bound. Except as specified otherwise in a written agreement, this is the entire agreement between you and WysiwygPro.