

SUPERTOKENS COMMUNITY LICENSING AGREEMENT

Last modified on 23rd March, 2020

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1. This Agreement

You are not required to agree to this Licensing Agreement, however, nothing else grants You the right to acquire, use, copy, modify, merge, publish, distribute, transfer, sublicense and/or sell copies of the Software, unless the Company explicitly grants such rights to You under a separate agreement. These actions are prohibited by law if You do not accept this Agreement. Therefore, by undertaking any of these actions, You indicate Your acceptance of this Licensing Agreement and all its terms and conditions.

A copy of this Licensing Agreement and the document titled “Open Source Licenses” must be included in all copies or substantial portions of the Software that You supply to others.

2. Definitions

- i. “Agreement” / “License” / “Licensing Agreement” includes this licensing agreement.
- ii. “Company” includes M/s. VRAI Labs Pvt Ltd., a Private Limited Company incorporated under the Laws of India.
- iii. “Company’s Server(s)” includes any device or service used by the Company for the purpose of distribution of the Software, generating license key(s), verification of license key(s), enforcement of restrictions on the functionality of the Software based on Your license key, or collection of data for the purpose of verification of license key(s) or analytics. This may include but is not limited to devices or services owned and / or operated by the Company.
- iv. “Dev Mode” includes any Instance of the Software that was created by starting / running the Software by:

- a) providing the “dev” command line argument while starting the Software; and
 - b) making modifications to the source code in order to imitate, resemble or behave in a manner that it would if it was started with the “dev” command line argument.
- v. “Instance” includes an individual running process of the Software in the operating system. A Software process is a process that executes the binary supplied by the Company, or a binary created by You or provided to You by a third party if that binary is created by the use of source code supplied by the Company with or without any modifications made by You or a third party. Each time the Software is started / run, a new Instance is created.
- vi. “Production Mode” includes any Instance of the Software that was created by:
- a) providing the “production” command line argument while starting the Software; or
 - b) making modifications to the source code in order to imitate, resemble or behave in a manner that it would if it was started with the “production” command line argument.
- vii. “Software” includes source code and / or compiled binaries of the accompanying software or any of the following regardless of where such source code or compiled binaries are received from, created or compiled:
- a) SuperTokens Core; and / or
 - b) substantial portions of a); and / or
 - c) modified or merged copies of a) or b); and / or
 - d) copies of a), b) and / or c) translated into another language.
- viii. “SuperTokens Core” includes any of the following:
- a) The jar file under the folder name "core" included with the Software; and/or
 - b) The java project with the name “supertokens-core”; and/or

- c) A software containing the logic for issuing tokens and/or changing tokens and/or revoking tokens, with an http interface and independent to any specific storage layer.

- ix. "You" / "Your" / "Yourself" includes any natural or juristic person that undertakes or wishes to undertake any of the following actions: accept this Agreement, receive a copy of the Software, modify the Software, merge the Software, store a copy of the Software, publish the Software, distribute the Software, transfer the Software, sublicense the Software and/or sell the Software.

3. License Key, License Check and Analytics

The following applies to license keys, license checks and analytics:

3.1 An internet connection is required in order to use the Software. Unless specifically permitted by the Company in writing, You are not allowed to use the Software if the Software is unable to connect to the Company's Server(s). Please contact the Company if Your device does not have outgoing connectivity, if outgoing connectivity is restricted on Your network, if Your device or software restricts or prohibits outgoing connections, or if the Software reports that it is unable to connect to the Company's Server(s).

3.2 In addition to the license key and information necessary for the detection of misuse of license keys, SuperTokens Core regularly sends certain data to the Company's Server to help us improve the Software, and to ensure that the terms of this Agreement and the limitations placed by the Company on the Software are not being violated. This includes, but is not limited to, the instanceId for the running Instance of SuperTokens Core, the time the Instance was started, the license key ID in use, the current plan type ("FREE" or "COMMERCIAL_TRIAL" or "COMMERCIAL"), the list of frontend SDKs and their versions, list of SuperTokens Drivers and their versions, your cookie domain value, name and version of the active plugin, version of the core module, version of the plugin interface module, resource usage, whether SuperTokens Core is running in Dev Mode or Production Mode, whether the limitations placed by the Company on the Software are being violated, and whether You have migrated from a compiled binary of SuperTokens Pro to a compiled binary of SuperTokens Community, regardless of whether the binary has been created by the Company or by You from source code.

3.3 The Company may, upon request or in its discretion, provide special license keys to You known as "SuperTokens Development Key(s)" for the exclusive purpose of modifying SuperTokens or its components to add new functionality, improve existing functionality or remove existing functionality. This does not grant You the right to violate the terms of this Licensing Agreement. SuperTokens Development Keys are distinguished by the "mode" field in the licenseKey file being equal to "DEV". You must not use any SuperTokens Development Key for any other purpose, including but not limited to development of any other software, integration of SuperTokens with any other software, testing integration of SuperTokens with any other Software, or for any commercial or non-commercial purpose other than developing or testing SuperTokens and providing modifications for SuperTokens to the Company.

3.4 Your license key is for Your use only. Your license key is not transferable. You shall not copy, sell, transfer, sublicense or otherwise make Your license key available to anyone other than Yourself for any reason whatsoever without explicit written authorization from the Company.

3.5 You shall not modify or remove in any manner the code pertaining to the license check including the requirement for a license key. You shall not attempt to bypass this requirement by any other method including creating a license key or a license key generator, by any name whatsoever. You shall not restrict or attempt to restrict connections to the Company's Server(s), spoof the response from the Company's Server(s), or in any other way attempt to bypass the mechanisms outlined in this clause.

3.6 Attempts to restrict or bypass any license key check or connections to the Company's Servers in any manner will constitute a violation of the terms of this Agreement. This includes, but is not limited to, removing, modifying or restricting any part of the source code or pre-compiled binaries that attempts or may attempt to verify the existence of a license key, the validity of the license key, connections to the Company's Server(s), sending data to the Company's Server(s), receiving data from the Company's Server(s), generating a response based on any of these activities, verifying the response received or generated based on any of these activities, and / or taking any action or refusing to take any action based on any of the output / response generated by undertaking any of these activities.

3.7 The Company reserves the right to refuse to provide a license key or revoke Your license key at any time without providing a reason to You.

4. Your rights and liabilities

The Company may provide the source code or pre-compiled binaries of SuperTokens Community to You free of charge under the terms of this Agreement. The mere act of downloading or otherwise acquiring compiled binaries or source code of SuperTokens Community does not grant You the full range of rights and liabilities under this Agreement. Your rights and liabilities are contingent upon Your acceptance and compliance with the terms of this Agreement.

Subject to the terms of this Agreement, You are hereby granted the permission to use, modify or merge the Software. You shall not copy, sell, publish, distribute, sublicense, transfer or otherwise grant any rights in the Software to any other person.

You shall not copy, sell, publish, distribute, sublicense, transfer or otherwise grant any rights in the Software to any other person. You shall not offer or make the Software available to others through Your own device or service in any manner, including but not limited to providing it as a software-as-a-service, platform-as-a-service, infrastructure-as-a-service or other similar online service.

You may acquire a copy of the latest version / update of SuperTokens Community including the latest binaries and / or source code for SuperTokens Community at any time, however Your use

of SuperTokens Community is subject to this Agreement and acquiring a valid license key from the Company.

Attempts to bypass any license key check or connections to the Company's Servers in any manner will constitute a violation of the terms of this Agreement. For more details, please see Clause 3 above.

5. Modification of source code

You may modify, merge or use a modified or merged copy of the Software subject to the following conditions:

5.1 Modifications are permitted subject to the terms of this entire Agreement, and in particular clause 3, clause 4 and this clause 5 of this Agreement.

5.2 You may not modify any aspect of the Software or otherwise inhibit the Software by any means for or against the purpose of generating, preventing, verifying, disrupting or spoofing license keys, license check, connections to the Company's Server(s), and enforcing or bypassing limitations placed upon the functionality of the Software as provided by the Company to You at the time of acquiring the Software from the Company. You may not bypass any limitations placed upon the functionality of the Software based on Your current license key. This does not prohibit You from creating new functionality for the Software.

5.3 You shall not modify any part of the source code that has been marked as 'Do not modify this line', or any part of the source code between 'Do not modify after and including this line' and 'Do not modify before and including this line'.

5.4 You assume sole responsibility for any damages or losses that arise during or as a result of the use of modified Software.

5.5 This Agreement does not provide You the right to modify any third-party software distributed with the Software. Modification of third-party software is subject to the licensing terms of individual components. Please check the licensing terms of each third-party software prior to making any modifications in order to ensure that You do not violate the terms licensing of such software.

5.6 Third-party software is supplied to You for use with an unmodified copy of the Software. Modifications to the Software may result in violation of the terms of licensing of third-party software. You assume sole responsibility for ensuring compliance with the terms of licensing of third-party software.

6. Termination

The Company reserves the right to terminate this Agreement at any time without any reason and without any notice to You. The Company reserves the right to revoke Your license key without providing a notice to You. You may terminate this Agreement by contacting the Company. Termination of this Agreement will result in Your loss of all rights associated with the

Software under this Agreement. This will not result in a loss of any rights You have to any other software under other licenses.

The Company shall not be liable for any loss, damage or destruction caused as a result of the termination of this Agreement or revocation of Your license key for any reason whatsoever.

The clauses on 'License key, license check and analytics', 'Intellectual property', 'Violation of this Agreement', 'Severability', 'Governing law and jurisdiction' and 'Warranty disclaimer and limitation of liability' shall remain in force ad infinitum after the termination of this Agreement, unless both parties explicitly agree in writing to revoke or replace any or all of these clauses.

The clause on 'Audits' shall remain in force for the period of one (1) year from the date of termination of this Agreement, however the clause on 'Audits' will remain in force for the duration of a dispute if such a dispute is raised by You or the Company within the period of one (1) year from the date of termination of this Agreement.

You agree to destroy all modified and unmodified copies of the Software that may be in Your possession or under Your control upon termination of this Agreement. If requested by the Company, You agree to certify to the destruction of all copies of the Software in accordance with this requirement.

7. Your Contributions to the Software

Subject to the terms of the [SuperTokens Contributors Agreement](#), You may choose to submit / provide Your modifications and / or improvements for the Software to the Company. The Company reserves the right to store, use, merge, copy, distribute, transfer, license, sublicense and/or sell the modifications or improvements submitted / provided by You.

8. Intellectual property

All the rights, titles and interests in and to all our patents, inventions, copyrights, trademarks, domain names, logos, trade secrets, know-how and any other intellectual property and/or proprietary rights in or related to our service(s), including our website(s), and any part thereof belong to and shall remain exclusive property of the Company. The Company's work is protected under copyright laws and treaties across the world.

The Company hereby grants You a limited revocable license to use, copy and modify the Software in accordance with the terms of this Agreement and [SuperTokens - Terms and Conditions](#) only.

The Software includes contributions made by third-parties under the SuperTokens Contributor Agreement.

Third-party software may be available to You as a part of the Software under additional or fewer licensing conditions. The Company does not claim authorship or ownership rights over such third-party software that are available under alternative software licenses. Your rights to use, copy, modify and distribute such third-party software shall continue after the termination of this

Agreement subject to the licensing terms of such third-party software. The Company makes no claims regarding non-infringement of intellectual property rights by such third-party software.

IF YOU BELIEVE THAT ANY INTELLECTUAL PROPERTY RIGHTS BELONGING TO YOU OR ANY THIRD PARTY ARE VIOLATED BY THE SOFTWARE OR THIS AGREEMENT, PLEASE CONTACT US SO THAT WE CAN WORK TO RECTIFY THE SITUATION AS SOON AS POSSIBLE.

9. Audits

You shall maintain all records necessary to demonstrate compliance with this Agreement. You shall make available to the Company or its authorised agent upon request all information necessary to demonstrate compliance with this Agreement, and shall allow for and contribute to audits, including inspections, by the Company or its authorised agent or an auditor mandated by the Company in relation to Your compliance with this Agreement.

The Company will give reasonable notice to You of any audit or inspection to be conducted under this clause, and shall make (and ensure that each of its mandated auditors makes) reasonable endeavours to avoid causing (or, if it cannot avoid, to minimise) any damage, injury or disruption to Your premises, equipment, personnel and business while its personnel are on those premises in the course of such an audit or inspection.

10. Violation of the Agreement

Failure to comply with the terms of this Agreement will result in a termination of this Agreement. Please contact us to discuss reinstating this Agreement if You believe that You are no longer in violation of the Agreement. The Company may, in its sole discretion, revoke Your license key and refuse to provide further license keys to You for violating the provisions of this Agreement.

The Company reserves the right to pursue any legal action against any entity under all applicable laws for violations of the Agreement, including but not limited to, violation of the clause on 'License Key, License Check and Analytics'.

11. Modification of this Agreement

The Company may, in its sole discretion, modify the terms of this Agreement at any time without assigning any reason and without prior notice to You. Modified agreements shall be indicated by the date of last modification at the beginning of this Agreement. The applicability of a new or modified licensing agreement will be indicated by the Company as a part of the list of changes for an update to the Software or a new version of the Software. Please read the list of changes applicable to each update of the Software prior to accepting any update or new version of the Software. Please check the date of modification of the Licensing Agreement regularly to ensure that You are aware of the applicable terms. By using, modifying, merging or sharing any version of the Software that was made available under a new Licensing Agreement, You indicate Your acceptance of the new Licensing Agreement.

A modified Licensing Agreement shall not be applicable to Software distributed by the Company prior to such modification to the Licensing Agreement. Such Software shall remain subject to the Licensing Agreement that it was distributed with.

However, if You do not accept the modified Licensing Agreement:

- a) You shall not be permitted to acquire, store, use, modify, transfer or perform any other activities related to versions of the Software released under a new Licensing Agreement. This includes, but is not limited to acquiring, applying and using updates to the Software.
- b) The Company shall not be responsible for any damages or losses that occur as a result of Your inability to acquire or use an update to the Software or a newer version of the Software, including but not limited to updates released by the Company for the purpose of removing or minimizing a security vulnerability or threat.

The present Agreement shall remain in force until You stop using Software licensed under the present Agreement and destroy all copies of all Software licensed under the present Agreement, or until the present Agreement is terminated, whichever occurs first.

12. Assignment

The Company shall be entitled to assign or transfer any of its rights, benefits, obligations and/or liabilities under this Agreement without any restriction, without prior approval and without prior notice.

13. No waiver

Neither failure to exercise, nor any delay in exercising by either party, any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further exercise thereof or the exercise of any other right or remedy.

14. Severability

If any term of this Agreement is found to be unlawful, void, illegal or unenforceable in any respect under any law, then that clause shall be deemed to be modified to the least degree possible in order to preserve the intent of the Agreement. If such modification is not possible, that clause shall be deemed to be severed from the remaining clauses and the validity, legality and enforceability of other clauses shall not be affected in any way.

15. Governing Law and Jurisdiction

This website and service are operated by M/s. VRAI Labs Pvt Ltd., a Private Limited Company incorporated in India. This Agreement is governed by the laws applicable in India. You hereby consent to the exclusive jurisdiction and venue of courts in Mumbai, India only.

16. Warranty Disclaimer and Limitation of Liability

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN NO EVENT SHALL SUPERTOKENS BE LIABLE FOR ANY CLAIM, LOSS, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTWARE, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE COMPANY DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SOFTWARE, THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY YOU OR ANYONE ELSE SHALL CREATE A WARRANTY. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

YOU AGREE TO NOT HOLD SUPERTOKENS LIABLE FOR ANY CLAIM, LOSS, DAMAGES OR OTHER LIABILITY ARISING OUT OF OR IN CONNECTION WITH NON AVAILABILITY OF SERVICE OR TERMINATION OF THIS AGREEMENT OR TERMINATION / REVOCATION OF YOUR LICENSE OR REFUSAL TO PROVIDE A LICENSE OR SUPPLY OF AN INFERIOR LICENSE TO YOU UNDER THE TERMS OF THIS AGREEMENT.

THE SOFTWARE IS NOT INTENDED FOR ANY USE IN WHICH THE FAILURE OF THE SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

17. Contact information

The Company can be contacted at:

Address: 920, Maker Chamber 5, Nariman Point, Mumbai - 400021, India

Email: team@supertokens.io

18. Third-party software

The Software includes or depends upon the availability of individual components under separate licenses. Your rights and liabilities under these licenses are independent of Your rights and liabilities under this Agreement. Subject to the terms of these individual licenses, termination of this Agreement may not result in a loss of Your rights and liabilities under these individual licenses.

The Company makes no claims regarding non-infringement of intellectual property rights by third-party software. You assume sole responsibility for ensuring that the third-party software does not violate any intellectual property rights before and during Your use of the Software. The Company shall not be liable for any damage, destruction or loss, whether financial or otherwise, resulting from downloading, copying, using, redistributing or undertaking any other activity related to any third-party software, whether or not such third-party software has been named under this clause.

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