



CC4M2

CHILI Publisher Connector for Magento 2

Product Information and Support Contract

Date document:	03-05-2017
Version:	1
Owner:	PHPro Business Park King Square Veldkant 33A B-2550 Kontich
Author:	Bauwmans Jochem
Last change:	May 03, 2017

1 INVOLVED PARTIES

Supplier:

PHPro
Business Park King Square
Veldkant 33A
B-2550 Kontich

Represented by:

Christophe Joos
Commercial Manager
Christophe.Joos@xploregroup.be
+32 (0)495/83.51.31

Confidentiality

The parties agree to information, whether oral, written or electronic, in whole or in part only can be shared among the members of their staff, representatives or agents. The confidential information is served solely for the implementation of this proposal or the contract.

Nothing in this document may be copied and / or published in any manner whatsoever without the express prior written consent of PHPro.

Everyone - apart from the interested parties - which in some way would get possession of this document are asked to return this with his name and address in a sealed envelope to return to the address above.

© 2017–PHPro – All rights reserved

2 TABLE OF CONTENTS

1	Involved parties	1
2	Table of contents.....	2
3	CC4M2: Product Information	5
3.1	Pricing.....	5
3.1.1	Lifetime License.....	5
3.1.2	One Year Support Contract	6
3.2	Intellectual Property Protection	6
3.2.1	Source Code Protection Technology	6
3.3	One Year Support Contract.....	7
3.3.1	Specifications	7
3.3.2	Period	7
3.3.3	Registrations.....	7
3.3.4	Invoicing	7
3.3.5	Requirements	8
3.3.6	Registered Contacts And Reporting An Issue	8
3.3.7	Reaction Times	8
3.4	Terms & Conditions	8
3.4.1	Conditions Of Use.....	8
3.4.2	Electronic Communications.....	8
3.4.3	Copyright	9
3.4.4	Trade Marks	9

3.4.5	License And Product Usage	9
3.4.6	Your License	9
3.4.7	Reviews, Comments, Emails And Other Content	9
3.4.8	Product Descriptions	10
3.4.9	Product Modification	10
3.4.10	Applicable Law	10
3.4.11	Disputes	11
3.4.12	Questions	11
4	CC4M2: Support Contract	12
4.1	One Year Support Contract.....	12
4.1.1	Specifications	12
4.1.2	Period	12
4.1.3	Registrations.....	12
4.1.4	Invoicing	13
4.1.5	Requirements	13
4.1.6	Registered Contacts And Reporting An Issue	13
4.1.7	Reaction Times	13
4.2	Terms & Conditions	14
4.2.1	Conditions Of Use.....	14
4.2.2	Electronic Communications.....	14
4.2.3	Copyright	14
4.2.4	Trade Marks	14
4.2.5	License And Product Usage	14
4.2.6	Your License	15

4.2.7	Reviews, Comments, Emails And Other Content	15
4.2.8	Product Descriptions	15
4.2.9	Product Modification	16
4.2.10	Applicable Law	16
4.2.11	Disputes	16
4.2.12	Questions	16

3 CC4M2: PRODUCT INFORMATION

3.1 PRICING

The table below summarizes the price structure for the CHILI Connector for Magento 2.

Product	Description	Pricing
CC4M2 Lifetime License	Open source code, 5h installation assistance and 4h support	Ask quote
CC4M2 One Year Support Contract	Software updates + 4h support	€ 1.500,-

All prices listed in this document are excluding 21% VAT.

3.1.1 Lifetime License

The CHILI Connector for Magento 2 comes with one license model. This license entitles you to a lifetime use of the CHILI Connector for Magento 2 module on one Magento installation.

There are no limits on any Magento configuration settings (like number of stores) or hardware specifications (like number of CPU's).

This license also includes:

- One time 5h installation assistance (requires SSH access to your system)
 - We will not install the plugin for you, we will however assist your technical contact with any problems that might arise.
 - Non-standard Magento 2 installations and/or incompatible plugins are not supported by CC4M2. Therefore any additional time needed for assistance will be charged at our standard hourly rate.
- 4h problem support for 6 months, starting on the license date
 - This support includes problems that cannot be reproduced on a standard Magento 2 installation
 - To analyze problems that cannot be reproduced on a standard Magento 2 installation, we need SSH access to your system

Except from the installation support and the 4h problem support, the CC4M2 license does not include application support or product upgrades. However, customers can sign up for a CC4M2 One Year Support Contract.

3.1.2 One Year Support Contract

In addition to the CC4M2 license, the customer can opt for a 1 Year Support Contract. Customers with a CC4M2 license and support contract are considered to be 'PHPro CHILI Support Customer'.

Important: to be able to become a 'PHPro CHILI Support Customer', you need to be a 'CHILI Publish Customer' with CHILI Publisher Support. For more information on CHILI Publish Support, please visit the CHILI Publish website: <http://www.chili-publish.com>.

PHPro CHILI Support Customers are entitled to:

- 4h “Custom Problem Support”
 - Any additional time needed for Custom Problem Support will be charged at our standard hourly rate.
- Receive upgrade versions and new release versions.
 - Updates and new releases will be announced on Magento Connect.
- Contact our support team via email. Each email will get a response containing a ticket number within 2 business days. Tickets are categorized in the following manner:
 - Reproducible bugs: these issues will be fixed in the following release or if desired, a patch can be provided
 - Non-reproducible bugs: these issues are always related to a custom Magento 2 setting or a not-supported plugin and can be fixed within the 'Custom Problem Support' budget

More information about the 'One Year Support Contract' can be found later in this document.

3.2 INTELLECTUAL PROPERTY PROTECTION

All source code of CC4M2 module is unencrypted and unlicensed once the module has been purchased. When using a trial license, 1 source code file, which is responsible for the communication with the CHILI webservice, is encrypted and valid for 30 days.

One single CC4M2 module license is limited to usage with one single CHILI Publisher/Server license.

3.2.1 Source Code Protection Technology

Zend Guard is used to protect, obfuscate and license a trial version of the CC4M2 module. In order to be able to run the CC4M2 module on a specific webserver, the Zend Loader needs to be enabled.

More information regarding installation, configuration and other technical requirements has been listed in the CC4M2 product guide, which can be provided upon request.

Magento 2 events are being dispatched to allow extension of API communication layer.

3.3 ONE YEAR SUPPORT CONTRACT

3.3.1 Specifications

Customers with a CC4M2 license and a One Year Support contract are considered to be 'PHPro CHILI Support Customer'.

PHPro CHILI Support Customers are entitled to:

- 4h “Custom Problem Support”
- Receive upgrade versions and new release versions.
 - Updates and new releases will be announced on Magento Connect.
- Contact our support team via email. Each email will get a response containing a ticket number within 2 business days. Tickets are categorized in the following manner:
 - Reproducible bugs: these issues will be fixed in the following release or if desired, a patch can be provided
 - Non-reproducible bugs: these issues are always related to a custom Magento 2 setting or a not-supported plugin and can be fixed within the 'Custom Problem Support' budget

3.3.2 Period

The contract is for a period of 1 year for upgrade versions and new releases.

For 'Custom Problems Support', the contract ends when no more hours are available. Any additional time needed for Custom Problem Support will be charged at our standard hourly rate.

The contract is automatically renewed for a further period of 1 year if the period has expired, unless explicit notification by the customer that the support should end after the current period.

3.3.3 Registrations

'Custom Problem Support' registrations need to be made by sending an email to chili-support@phpro.be.

Only registered contacts of the client can and should perform registrations. Other registrations will remain without effect. Each registration is processed as a ticket within PHPro N.V.

3.3.4 Invoicing

If “Custom Problems Support” ends when no more hours are available, extra support can be ordered by requesting a quote. PHPro N.V. will not invoice services that were not agreed upon.

Agreement via email by a registered contact of the client is considered as official approval to resolve an issue and invoice our hours at the standard hourly rate.

3.3.5 Requirements

PHPro N.V. only supports UNIX based OS systems. Support for Windows is not possible.

For the most optimal reaction times to be met, PHPro N.V. needs SSH access to your Magento 2 installation.

3.3.6 Registered Contacts And Reporting An Issue

Support- and maintenance questions can and should only be sent by registered contacts. Any change in any of the contact information should be reported to PHPro N.V. immediately.

When creating a support issue, the following items need to be available in the email. In the absence of this information the email will be ignored.

1. Name or email of the registered contact person
2. Telephone number of the contact person
3. Contract number
4. Short description of the issue
5. Detailed description of the issue, including one or more screenshots and including steps to reproduce the issue
6. Steps that were taken to try to resolve the issue

A list of contact persons should be provided when signing the support contract. Maximum 3 are allowed.

3.3.7 Reaction Times

PHPro N.V. provides support during Belgian business hours (9:00h – 18:00h). You will get a reaction with a ticket number within 12 business hours.

3.4 TERMS & CONDITIONS

3.4.1 Conditions Of Use

PHPro N.V. and its associates provide their services and products to you subject to the following conditions. If you use our services or products, you accept these conditions. Please read them carefully.

3.4.2 Electronic Communications

When you send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail. You agree that all

agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

3.4.3 Copyright

All content included in our products, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and code, is the property of PHPro N.V. or its content suppliers and protected by international copyright laws. The compilation of all content in our products is the exclusive property of PHPro N.V., with copyright authorship for this collection by PHPro N.V., and protected by international copyright laws.

3.4.4 Trade Marks

PHPro N.V.'s trademarks may not be used in connection with any product or service that is not PHPro N.V.'s, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits PHPro N.V. All other trademarks not owned by PHPro N.V. or its subsidiaries that appear on our site or products are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by PHPro N.V. or its subsidiaries.

3.4.5 License And Product Usage

The use of all PHPro Software Products is subject to the terms and conditions of the EULA. In the event of a conflict between the terms and conditions and the EULA and the provisions set for in article 4 (terms and conditions) of the underlying document, the terms and conditions of the EULA shall prevail over the provisions of article 4 of the underlying document.

3.4.6 Your License

If you use this module, you are responsible for maintaining the confidentiality of the code and for restricting access to your computers and servers, and you agree to accept responsibility for all activities that occur under your account or password. If you are under 18, you may use our product only with involvement of a parent or guardian. PHPro N.V. and its associates reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

3.4.7 Reviews, Comments, Emails And Other Content

Users may post reviews, comments, and other content on different channels: and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties

or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. PHPro N.V. reserves the right (but not the obligation) to remove or edit such content on its own websites. If you do post content or submit material, and unless we indicate otherwise, you grant PHPro N.V. and its associates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sub licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant PHPro N.V. and its associates and sub licensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post: that the content is accurate: that use of the content you supply does not violate this policy and will not cause injury to any person or entity: and that you will indemnify PHPro N.V. or its associates for all claims resulting from content you supply. PHPro N.V. has the right but not the obligation to monitor and edit or remove any activity or content. PHPro N.V. takes no responsibility and assumes no liability for any content posted by you or any third party.

3.4.8 Product Descriptions

PHPro N.V. and its associates attempt to be as accurate as possible. However, PHPro N.V. does not warrant that product descriptions or other content of our website or our products is accurate, complete, reliable, current, or error-free. If a product offered by PHPro N.V. itself is not as described, your sole remedy is to return it in unused condition.

3.4.9 Product Modification

We reserve the right to make changes to our products, policies, and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

3.4.10 Applicable Law

All issues, questions, disputes concerning the validity, interpretation, enforcement, performance and termination of this EULA shall be governed by and construed in accordance with Belgian law, with exclusion of the Vienna Sales Convention of 1984 (CISG). No effect shall be given to other choice-of-law or conflict-of-laws rules or provisions (Belgian, foreign or international), that would cause the laws of any other jurisdiction to be applicable.

3.4.11 Disputes

Any dispute concerning the validity, interpretation, enforcement, performance and termination of this EULA shall be submitted to the exclusive jurisdiction of the Antwerp (Belgium) courts.

3.4.12 Questions

Questions regarding our Conditions of Usage, Privacy Policy, or other policy related material can be directed to our support staff by sending an email to: info@phpro.be

4 CC4M2: SUPPORT CONTRACT

4.1 ONE YEAR SUPPORT CONTRACT

4.1.1 Specifications

Customers with a CC4M2 license and a One Year Support contract are considered to be 'PHPro CHILI Support Customer'.

PHPro CHILI Support Customers are entitled to:

- 4h “Custom Problem Support”
- Receive upgrade versions and new release versions.
 - Updates and new releases will be announced on Magento Connect
- Contact our support team via email. Each email will get a response containing a ticket number within 2 business days. Tickets are categorized in the following manner:
 - Reproducible bugs: these issues will be fixed in the following release or if desired, a patch can be provided
 - Non-reproducible bugs: these issues are always related to a custom Magento 2 setting or a not-supported plugin and can be fixed within the 'Custom Problem Support' budget

Product	Description	Pricing
CC4M2 One Year Support Contract	Software updates + 4h support	€ 1.500,-

All prices listed in this document are excluding 21% VAT.

4.1.2 Period

The contract is for a period of 1 year for upgrade versions and new releases.

For 'Custom Problems Support' the contract ends when no more hours are available. Any additional time needed for Custom Problem Support will be charged at our standard hourly rate.

The contract is automatically renewed for a further period of 1 year if the period has expired, unless explicit notification by the customer that the support should end after the current period.

4.1.3 Registrations

'Custom Problem Support' registrations need to be made by sending an email to chili-support@phpro.be.

Only registered contacts of the client can and should perform registrations. Other registrations will remain without effect. Each registration is processed as a ticket within PHPPro N.V.

4.1.4 Invoicing

If 'Custom Problems Support' ends when no more hours are available, extra support can be ordered by requesting a quote. PHPPro N.V. will not invoice services that were not agreed upon.

Agreement via email by a registered contact of the client is considered as official approval to resolve an issue and invoice our hours at the standard hourly rate.

4.1.5 Requirements

PHPPro N.V. only supports UNIX based OS systems. Support for Windows is not possible.

For the most optimal reaction times to be met, PHPPro N.V. needs SSH access to your Magento 2 installation.

4.1.6 Registered Contacts And Reporting An Issue

Support- and maintenance questions can and should only be sent by registered contacts. Any change in any of the contact information should be reported to PHPPro N.V. immediately.

When creating a support issue, the following items need to be available in the email. In the absence of this information the email will be ignored.

1. Name or email of the registered contact person
2. Telephone number of the contact person
3. Contract number
4. Short description of the issue
5. Detailed description of the issue, including one or more screenshots and including steps to reproduce the issue
6. Steps that were taken to try to resolve the issue

A list of contact persons should be provided when signing the support contract. Maximum 3 are allowed.

4.1.7 Reaction Times

PHPPro N.V. provides support during Belgian business hours (9:00h – 18:00h). You will get a reaction with a ticket number within 12 business hours.

4.2 TERMS & CONDITIONS

4.2.1 Conditions Of Use

PHPro N.V. and its associates provide their services and products to you subject to the following conditions. If you use our services or products, you accept these conditions. Please read them carefully.

4.2.2 Electronic Communications

When you send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

4.2.3 Copyright

All content included in our products, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and code, is the property of PHPro N.V. or its content suppliers and protected by international copyright laws. The compilation of all content in our products is the exclusive property of PHPro N.V., with copyright authorship for this collection by PHPro N.V., and protected by international copyright laws.

4.2.4 Trade Marks

PHPro N.V.'s trademarks may not be used in connection with any product or service that is not PHPro N.V.'s, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits PHPro N.V. All other trademarks not owned by PHPro N.V. or its subsidiaries that appear on our site or products are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by PHPro N.V. or its subsidiaries.

4.2.5 License And Product Usage

The use of all PHPro Software Products is subject to the terms and conditions of the EULA. In the event of a conflict between the terms and conditions and the EULA and the provisions set for in article 4 (terms and conditions) of the underlying document, the terms and conditions of the EULA shall prevail over the provisions of article 4 of the underlying document.

4.2.6 Your License

If you use this module, you are responsible for maintaining the confidentiality of the code and for restricting access to your computers and servers, and you agree to accept responsibility for all activities that occur under your account or password. If you are under 18, you may use our product only with involvement of a parent or guardian. PHPro N.V. and its associates reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

4.2.7 Reviews, Comments, Emails And Other Content

Users may post reviews, comments, and other content on different channels: and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. PHPro N.V. reserves the right (but not the obligation) to remove or edit such content on its own websites. If you do post content or submit material, and unless we indicate otherwise, you grant PHPro N.V. and its associates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sub licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant PHPro N.V. and its associates and sub licensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post: that the content is accurate: that use of the content you supply does not violate this policy and will not cause injury to any person or entity: and that you will indemnify PHPro N.V. or its associates for all claims resulting from content you supply. PHPro N.V. has the right but not the obligation to monitor and edit or remove any activity or content. PHPro N.V. takes no responsibility and assumes no liability for any content posted by you or any third party.

4.2.8 Product Descriptions

PHPro N.V. and its associates attempt to be as accurate as possible. However, PHPro N.V. does not warrant that product descriptions or other content of our website or our products is accurate, complete, reliable, current, or error-free. If a product offered by PHPro N.V. itself is not as described, your sole remedy is to return it in unused condition.

4.2.9 Product Modification

We reserve the right to make changes to our products, policies, and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

4.2.10 Applicable Law

All issues, questions, disputes concerning the validity, interpretation, enforcement, performance and termination of this EULA shall be governed by and construed in accordance with Belgian law, with exclusion of the Vienna Sales Convention of 1984 (CISG). No effect shall be given to other choice-of-law or conflict-of-laws rules or provisions (Belgian, foreign or international), that would cause the laws of any other jurisdiction to be applicable.

4.2.11 Disputes

Any dispute concerning the validity, interpretation, enforcement, performance and termination of this EULA shall be submitted to the exclusive jurisdiction of the Antwerp (Belgium) courts.

4.2.12 Questions

Questions regarding our Conditions of Usage, Privacy Policy, or other policy related material can be directed to our support staff by sending an email to: info@phpro.be