

End user license agreement (EULA)

General Terms for using the services of the Software Metric Database
(<https://www.softwaremetric-database.com>) owned by FrontEndART Software Ltd.

This Agreement is made and entered into between the user of the services of the Software Metric Database – hereinafter called ‘**End User**’ – and FrontEndART Software Ltd. – hereinafter called ‘**FrontEndART**’ – with the terms and conditions listed below.

By using any of the services of the Software Metric Database – hereinafter called ‘**SMDB**’ – the **End User** agrees to the terms and conditions set forth in this agreement.

Definitions

- ‘**Agreement**’ –the present Agreement
- ‘**End User**’ – natural or legal person, entity or organization that by using the services of the Software Metric Database agrees to the terms and conditions set forth in the **Agreement**
- ‘**SMDB**’ – the Software Metric Database web portal located at <https://www.softwaremetric-database.com>
- ‘**Services**’ – the set of the online services rendered by **SMDB** through any of its interfaces.
- ‘**Documentation**’ – all the documentation found at **SMDB** regarding the **Services** and their functionalities
- ‘**Subscription level**’ – the name of the package **End Users** can subscribe to. The following options are provided:
 - Free package
 - Basic package
 - Pro package
 - Ultimate
 - Enterprise
- ‘**API access**’ – the hierarchic sets of API endpoints for rendering the **Services**:
 - Free API
 - Full API
- ‘**Subscription Period**’ – the time period during which the **End User** is subscribed to one of the **Subscription levels**.
- ‘**Demo access**’ – the case when the **End User** is using some of the **Services** without being subscribed to any of the packages

Software Metric Database description

Software Metric Database (<https://www.softwaremetric-database.com>) is the World’s largest software metric database. It stores software code and process metrics of several thousands of software systems. The stored data is exposed through a well-defined REST API for the customers who would like to assess the information stored in the database. The API is split into two levels:

- Free API: REST endpoints for querying all the metrics stored in the database without aggregation

- Full API: REST endpoints for obtaining simple statistical information, benchmark-based qualifications for the systems and committers as-well-as non-metrical data, such as coding problems

Software Metric Database defines five subscription levels with the following functionalities:

Functionality	Free	Basic	Pro	Ultimate	Enterprise
API access	Free API	Full API	Full API	Full API	Full API
Number of queries/day	50	200	1 000	5 000	20 000
Analyze public repository	no	yes	yes	yes	yes
Private projects	0	1	5	20	100
Support	no	yes	yes	yes	yes

Users can subscribe to different subscription levels through the Software Metric Database portal.

Intellectual property rights

SMDB was created by **FrontEndART** and is the intellectual product of **FrontEndART**. All intellectual properties related to the **SMDB** – including full software documentation, software updates, other products, the website and all the data and information contained therein – are the intellectual products and property of **FrontEndART**. The protection of intellectual products is guaranteed by sanctions imposed by applicable law and international legal regulations.

FrontEndART reserves all rights not assigned to the **End User** by this **Agreement**.

License owner data

Name: FrontEndART Software Ltd.
 Company seat: H-6722 Szeged, Zászló utca 3. I/5., Hungary
 Company registration number: 06-09-007548
 Tax ID number: HU12702644
 E-mail: info@frontendart.com

General terms

When accessing the **Services** with a **Demo access**, all the data and aggregations provided to the **End User** is restricted to states older than 6 months.

End User without a subscription package gets **Demo access** to the **Services**.

End User is obliged to use the **Services** for their purpose in accordance with their specification and with the **End User**'s subscription level.

Abuse or Overuse of **Services** may result in temporary or permanent suspension of the **End User**'s access to the **Services**. **FrontEndART**, in its sole discretion, will determine abuse or excessive usage of the **Services**.

Upon violation of the terms of the **Agreement**, **FrontEndART** reserves the right to terminate the **End User**'s access to the **Services** without notice.

Support for **End User**'s having a valid subscription is provided via support@softwaremetric-database.com email address.

Fees

Subscriptions are recurring and the user can choose between annual and monthly **Subscription Periods**. The subscription fees vary depending on the subscription level and **Subscription Period** as follows:

	Monthly fee	Annual fee
Free plan	\$ 0	\$ 0
Basic plan	\$ 49	\$ 490
Pro plan	\$ 99	\$ 990
Ultimate plan	\$ 199	\$ 1 990
Enterprise plan	\$ 399	\$ 3 990

The fees do not include VAT, which is also paid by the **End User** provided that the Hungarian regulations of taxation prescribe paying it the case of the particular **End User**.

End User may upgrade or downgrade from any subscription package to any other at any time. Both upgrade and downgrade takes place immediately by recalculating the end dates of the current subscription period. In none of the cases the already payed fees are reimbursed.

Payment process is entirely managed by PayPal. **FrontEndART** does not store nor gets access to payment related information.

National legislation

With regard to the fact that **SMDB** is available internationally, **End User** declares that when using the **Services** it acts in compliance with the provisions of pertinent national legislation too. In the event that any kind of software use-related activity constitutes an infringement of the law of **End User**'s country, **End User** alone shall take full responsibility for such use.

Warranty

FrontEndART guarantees that with legitimate use during the Subscription Period the Services comply with the description contained in the **Documentation**.

Disclaimer of collateral, consequential and other damages, limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FrontEndART BE LIABLE FOR ANY SPECIAL, ACCIDENTAL, PUNITIVE, DIRECT OR INDIRECT DAMAGES (INCLUDING, BUT WITHOUT LIMITATION TO, DAMAGES CAUSED BY LOST PROFITS, LOST CONFIDENTIAL OR OTHER INFORMATION, INTERRUPTION OF BUSINESS ACTIVITY, PERSONAL INJURY, DAMAGES TO ONE'S PRIVATE SPHERE, BREACHES OF ANY OBLIGATIONS - INCLUDING THE OBLIGATION TO ACT IN GOOD FAITH OR WITH REASONABLE

CARE - , NEGLIGENCE OR ANY OTHER MATERIAL OR IMMATERIAL LOSS) ARISING OUT OF OR IN ANY WAY CONNECTED TO THE USE OR UNSERVICABILITY OF THE SOFTWARE, OR ARISING OUT OF PROVIDING PRODUCT SUPPORT OR ANY OTHER SERVICES, INFORMATION, SOFTWARE AND RELATED CONTENTS VIA THE PRODUCT OR AS A RESULT OF PRODUCT USE OR FROM FAILING TO PROVIDE THE AFORESAID, OR ARISING FROM THIS EULA OR ANY OF ITS PROVISIONS, EVEN IF ON FrontEndART'S PART MISTAKE, MISDEMEANOR (INCLUDING NEGLIGENCE), INCREASED RESPONSIBILITY, BREACH OF CONTRACT OR WARRANTY OCCURRED, AND ALSO IF FrontEndART WAS INFORMED OF THE POSSIBLE OCCURRENCE OF SUCH DAMAGES.

FrontEndART's full liability and any claim for damages that **End User** is entitled to in connection with the above are limited to the sum de facto paid by **End User** for the **Services**, irrespective of the actual extent of the damage suffered by **End User**. **FrontEndART** shall only undertake this limited liability and the payment of compensation for damages that occur and are claimed during the **Subscription Period**.

Applicable law

The parties agree to settle any dispute or controversy arising out of this Agreement primarily by means of reconciliation and reaching consensus. Should this attempt fail because of any reason whatsoever, the parties shall mutually subject themselves –irrespective of the sum in dispute – to the exclusive jurisdiction of the Municipal Court of Szeged or the Tribunal of Szeged. Matters not regulated in this Agreement shall be settled by the pertinent provisions of the Civil Code of Hungary or of other pertinent legislation in force.