

Software License Agreement

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 - (v) Sell, lease, assign, transfer, sublicense, disseminate, translate, duplicate, reproduce or copy the Software (or permit any of the foregoing) or any information pertaining thereto to any other party except as permitted in this Agreement;
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4. Miscellaneous

- 4.1 Relationship of Parties: The parties are independent contractors, and not agents, employees or joint venturers of one another, and do not have any authority to bind the other party by contract or otherwise to any obligation. Neither party will represent to the contrary, either expressly, implicitly, by appearance or otherwise.
- 4.2 Governing Law: This Agreement will be governed by the laws of India, without regard to the conflict of laws principles thereof. The United Nations Convention on the International Sale of Goods shall not apply to this Agreement. If any provision of this Agreement is to be held unenforceable, such holding will not affect the validity of the other provisions hereof. Failure of a party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision. All disputes shall be subject to the exclusive jurisdiction of courts in Kolkata, India.
- 4.3 Compliance with Export Laws: Each party shall comply with the laws. Neither party shall export or re-export directly or indirectly (including via remote access) any part of the Software to any country for which a license is required under the export laws without first obtaining a license.
- 4.4 Trademark Usage and Publicity: FusionCharts may use your name and logos in its marketing, promotion and website, as is reasonably necessary to describe and promote the Software.
- 4.5 Complete Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment to or modification of this Agreement will be binding unless in writing and signed by a duly authorized representative of both parties. In the event of any conflict between the terms of this Agreement (contained in paragraphs 2 to 4) and any terms incorporated by reference the terms contained in paragraphs 2 to 4 will prevail.
- 4.6 Amendment: This Agreement may be modified by written notification to the Retail Licensee upon which the amendment shall take effect on such date as may be specified by us in the notification.
- 4.7 Conflict: If there is a conflict between the License Statement and this Agreement, the License Statement shall prevail.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND THIS AGREEMENT, AND UNDERSTAND THAT BY CONTINUING THE INSTALLATION OF THE SOFTWARE PRODUCT, BY LOADING OR RUNNING THE SOFTWARE PRODUCT, OR BY PLACING OR COPYING THE SOFTWARE ONTO YOUR COMPUTER HARD DRIVE, YOU AGREE TO BE BOUND BY THIS AGREEMENT'S TERMS AND CONDITIONS. YOU FURTHER AGREE THAT, EXCEPT FOR WRITTEN SEPARATE AGREEMENTS BETWEEN FUSIONCHARTS AND YOU, THIS AGREEMENT IS A COMPLETE AND EXCLUSIVE STATEMENT OF THE RIGHTS AND LIABILITIES OF THE PARTY.

Table A – License types, inclusions and exclusions

A. Types of Licenses and Usage

Sl. No	Type of Retail License	Maximum No. of Developers allowed	Use in internal applications and websites (non SaaS)	Unlimited support and upgrades	Includes full Source Code	Transferable license	Upgradable license
1.	Individual License	One (1) named Developer	Permissible	Yes	No	No	No
2.	Small Team License	Three (3) named Developers	Permissible	Yes	No	Yes	Yes
3.	Team License	Ten (10) named Developers	Permissible	Yes	No	Yes	Yes
4.	Enterprise License	Fifteen (25) named Developers	Permissible	Yes.	Yes	Yes	Yes

Table B – SLAs

1. The support is available online on FusionCharts Software website (www.fusioncharts.com) and includes articles, tips and Documentation on how to use FusionCharts Software. There may be short periods of downtime due to maintenance and possible internet outage. FusionCharts offers self-serve support “as-is” and does not guarantee any specific level of uptime or warranty of any kind.
2. FusionCharts support staff will provide support to you only, and not your end customers. Support to your customers shall hence be the your full and sole responsibility. FusionCharts will support only the last major version of those products released. At its discretion, it can provide free Upgrades to the latest version of FusionCharts Software to help resolve any problem.
3. Support hours are IST 9.30am to 7.30pm (IST = +5.30 GMT), Monday to Friday excluding statutory holidays and company holidays. Official support email is support@fusioncharts.com.
4. The procedure for getting support is:
 - (i) You should create a ticket at <http://help.fusioncharts.com/> quoting your Retail License reference with details of your technical problem
 - (ii) The support system will assign your ticket a unique ID using which you will refer to the ticket
 - (iii) The ticket is then reviewed and analyzed by FusionCharts support staff and further information is requested based on the nature of problem
 - (iv) FusionCharts support staff will then give you an answer based on their understanding of the problem. If that answer is not satisfactory, you can revert to the staff with additional details of the problem.
 - (iv) If FusionCharts support staff determines that the support ticket is of a complex nature involving any coding, or it entails a bug fix, it will escalate the ticket to FusionCharts development team for resolution.
 - (v) FusionCharts development team, in tandem with the support staff, will finally reply and help you resolve the problem
5. In addition to the above, you will be entitled to:

- (i) Receive Acknowledgement of a query relating to functionality and interoperability within 24 (twenty four) hours of receipt of such query and implementation support within 48 (forty eight) hours of receipt of query;
- (ii) Error acknowledgement within 48 (forty eight) hours and correction within a week;
- (iii) Assistance in rectifying a bug in the Software within 72 (seventy two) hours of receipt of the complaint:
- (iv) If any query still remains unresolved and/or you are unsatisfied with the response quality or time, you can send an email to support.complaint@fusioncharts.com for further remedy.

6. Modification of codes and customization at your request will be charged extra by FusionCharts as agreed by both parties.