










RazorFlow Software Licensing Agreement






OEM License - DevDirect Plan

License Overview

What's included

 Corporate websites	 Intranet Servers	 Use in SaaS applications	
1 named website	None	No	
 Distribution with commercial packaged software		 Development & test servers	
1 named application		Unlimited	
 Use in personal blogs & non-commercial websites		 Distribution with non-commercial mobile apps	
Yes		Yes	
No. of developers	 Server-side bindings	No. of dashboards	 Source Code
Unlimited	Yes	Unlimited	Included

Support & Upgrades

<div> Turnaround time</div> <div>36 working hours</div>	<div> Phone calls</div> <div>Unlimited</div>	<div> Support tickets through email</div> <div>Unlimited</div>
<div> Direct support from RazorFlow Development team</div> <div>Yes</div>	<div> Free version upgrades during active license period</div> <div>Yes</div>	

IMPORTANT – PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("AGREEMENT" or "LICENSE") CAREFULLY BEFORE ATTEMPTING TO DOWNLOAD OR USE ANY SOFTWARE, DOCUMENTATION, OR OTHER MATERIALS MADE AVAILABLE THROUGH THIS WEB SITE (RazorFlow.com). THIS AGREEMENT CONSTITUTES A LEGALLY BINDING AGREEMENT BETWEEN YOU OR THE COMPANY WHICH YOU REPRESENT AND ARE AUTHORIZED TO BIND (the "Licensee" or "You"), AND RAZORFLOW TECHNOLOGIES. ("RazorFlow" or "Licensor"). IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE. THIS AGREEMENT DOES NOT SUPERSEDE ANY OTHER WRITTEN AGREEMENT BETWEEN YOU AND RAZORFLOW.

THIS AGREEMENT SHALL APPLY ONLY TO THE SOFTWARE MENTIONED IN EXHIBIT A REGARDLESS OF WHETHER OTHER SOFTWARE IS REFERRED TO OR DESCRIBED HEREIN.

1. Definitions

(a) "RazorFlow" means RazorFlow Technologies LLP and its licensors, if any.

(b) "Software" or "RazorFlow Software" means only the software program(s) as described in Exhibit A.

(c) "Source Code" shall include computer programming code or any computer instructions necessary to assemble or compile the Software.

(d) "Derivative Works" means any software programs which are developed by Licensee and which incorporate or contain modifications of any part of Source Code, and including any revision, modification, translation (including compilation or recapitulation by computer), abridgement, condensation, expansion or any other form in which Source Code, may be recast, transformed or adapted.

(e) "Documentation" means all end user and developer documentation supplied by RazorFlow for the RazorFlow Software, including subsequent revisions and updates thereto.

(f) "Minor Version Upgrade" means an upgrade to the current version of the RazorFlow Software, as indicated by a change in version number to the right of the decimal point (eg. Version 1.1 to Version 1.2).

(g) "Major Version Upgrade" means an upgrade to a new version of the RazorFlow Software, as indicated by a change in version number to the left of the decimal point (eg. Version 1.0 to Version 2.0).

(h) "Non-commercial applications" refers to any usage of RazorFlow software which is not primarily intended for or directed toward commercial advantage or private monetary compensation.

"Non-commercial applications" refers to any blog, website, web applications, mobile applications, or open-source software that is substantially different in functionality from RazorFlow software and whose entire source code is publicly accessible on the Internet. The aforementioned applications can be hosted on the Internet or on any private network, for use by an individual or corporation, for non-commercial purposes only. These include applications developed by students for academic purposes, non-profit organizations for internal usage, and blogs, websites and software developed by individuals for non-commercial purposes.

(i) "Commercial applications" refers to any websites, web applications or mobile applications belonging to any individual or corporation, which are hosted on Internet, private networks or installed on individual computers or hand-held devices, where the purpose is to enable or generate profits or cash flow of any type. This includes corporate websites, SaaS applications, installed products, intranet applications of commercial organizations, websites selling advertisements, commercial mobile applications, mobile applications selling advertisements, and projects developed by organizations that provide commercial services to their clients.

(j) "Developers" are persons who are working directly or indirectly with RazorFlow Software, including front-end developers, designers, QA, server-side developers, to build the dashboards or components of the dashboards, including collating data, providing design and business logic. The developers can be affiliated to your organization, or another organization that is fully-owned, partly-owned, or contracted by your organization for development and testing.

- (k) "Unlimited Development and testing" refers to usage of RazorFlow software by your developers for development and testing of dashboards in Commercial or Non-commercial applications, hosted on any number of computers or servers marked for development and testing purposes only. It does not cover deployment of the RazorFlow software on any production servers, or for use by anyone apart from the developers.
- (l) "Deployment license" refers to the license required for hosting Commercial applications that use RazorFlow Software on production servers, or for use of such applications by persons other than Developers of the application.
- (m) "Corporate website" refers to the corporate website of a commercial organization hosted on Internet.
- (n) "Internal business applications" refers to any application hosted on Internet, or Intranet or Extranet of a commercial organization, for exclusive use by their employees, vendors, customers or associates only.
- (o) "SaaS application" refers to a commercial application or service deployed on the Internet, accessible through a URL by your customers, made fully available for usage upon payment of a one-time or recurring subscription fees
- (p) "Packaged software product" refers to a commercial application, framework, component, library or plug-in installed on your customer's premises or private network, made fully available for usage upon payment of a one-time or recurring subscription fees by your customer
- (q) "Intellectual Property Rights" means patents, trade or service marks, registered designs or applications for any of the foregoing, copyright, design rights, database right and any other industrial or intellectual property right.
- (r) "Active subscription" refers to an active and valid RazorFlow software license mandatory for deployment in your Commercial applications, which needs to be renewed and activated periodically by paying the license fees.

2. Ownership & License Grant

Subject to the terms and conditions of this Agreement and upon Licensee's full payment of the applicable fees, RazorFlow hereby grants to you, and you accept, a non-perpetual, non-exclusive, non-transferable license to use, copy and modify the Software only as authorized below. This License is effective until terminated as provided below. You may terminate this License by destroying the Software and any copies of the Software in your possession. This License will terminate automatically upon any violation of its terms by you.

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3. Permitted Uses under the OEM License

This Agreement grants you a limited, non-transferable, and non-exclusive right to the following:

- (a) Use and distribute the RazorFlow Software as part of ONE named commercial packaged Software product as defined in 1(p)
- (b) Use RazorFlow software in ONE of your Corporate website as defined in 1(m), accessible through a top level domain, hosted on any number of servers.
- (c) Use RazorFlow software for development and testing purposes only, for any number of Commercial applications as defined in 1(i).
- (d) Use RazorFlow software for development, testing and deployment of any number of Non-commercial applications as defined in 1(h).

(d) Use RazorFlow software for development, testing and deployment of any number of Non-commercial applications as defined in 1(h).

(e) Distribute RazorFlow software in its original form as downloaded from RazorFlow website, without any changes whatsoever, to other developers in your organization.

(f) Make copy of the RazorFlow software for your own backup purpose.

4. Prohibited Uses under the OEM License

You may NOT, without the prior written permission of RazorFlow:

(a) You cannot use RazorFlow software in your internal business applications as defined in 1(n)

(b) You cannot deploy RazorFlow software for SaaS applications as defined in 1(o), without purchasing a SaaS License.

(c) You cannot disassemble, decompile, decode or otherwise reverse translate or engineer, or attempt in any manner to reconstruct or discover any source code or underlying algorithms of Software, if provided in object code form only.

(d) You cannot use, copy, modify, or merge copies of the Software and any accompanying documents except as permitted in this Agreement.

(e) You cannot Transfer, rent, lease, reassign, or sublicense the Agreement without written permission from RazorFlow

5. Source Code

You may make modifications, enhancements, derivative works and/or extensions to the licensed source code provided to you under the terms set forth in this section.

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(a) You may not distribute the RazorFlow Software source code, or any modification, enhancement, derivative work and/or extension thereto, in source code form.

(b) The source code contained herein and in related files is provided to the registered developer for the purposes of modification, education and troubleshooting. Under no circumstances may any portion of the source code be distributed, disclosed or otherwise made available to any third party without the express, prior written consent of RazorFlow.

(c) Under no circumstances may the source code be used in whole or in part, as the basis for creating a product that provides the same, or substantially the same, functionality as any RazorFlow product. You will not take any action, or assist or otherwise aid anyone else in taking any action, that would limit RazorFlow' independent development, sale, assignment, licensing or use of its own software or any modification, enhancement, derivative work and/or extension thereto.

(d) You will not modify or delete, in whole or part, any copyright, trade secret, proprietary, confidential or other notice thereon or therein without the express, prior written consent of RazorFlow.

YOU UNDERSTAND AND ACKNOWLEDGE THAT SOURCE CODE IS LICENSED AS IS, AND THAT RAZORFLOW DOES NOT PROVIDE ANY TECHNICAL SUPPORT FOR SOURCE CODE.

6. Academic License Eligibility

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8. Termination

This Agreement and the License granted hereunder shall automatically expire within 7 days of expiry of your Active Subscription period of the RazorFlow software, unless otherwise renewed within that period.

RazorFlow may terminate this Agreement and the License granted hereunder if you fail to comply with any of the terms and conditions of this Agreement. Upon termination of this Agreement for any reason the License granted to you hereunder shall terminate automatically and you shall immediately cease any existing use and further distribution of the Software. You must also destroy all copies of the Software, documentation and demos provided by RazorFlow in connection with this Agreement.

9. Confidentiality

You acknowledge that the Software and any source code provided to you pursuant to this Agreement, as well as any modification, enhancement, derivative work and/or extension thereto includes valuable trade secrets of RazorFlow. You agree to maintain in confidence the RazorFlow Source Code, and any modification, enhancement, derivative work and/or extension thereto, by using at least the same physical and other security measures as you use for your own confidential technical information and documentation, but in no event less than a commercially reasonable standard of care. You further agree not to disclose the RazorFlow Source Code, or any aspect thereof, or any modification, enhancement, derivative work and/or extension thereto, or any aspect thereof, to anyone other than employees or contractors who have a need to know or obtain access to such information in order to support your authorized use of the Software and who are bound to protect such information against any other use or disclosure. You agree to assume full responsibility for such employees' or contractors' use, or misuse, of such disclosed source code as if it was your use. These obligations shall not apply to any information generally available to the public, independently developed or obtained without reliance on RazorFlow' information, or approved in writing for release by RazorFlow without restriction.

10. Limited Warranty

(a) Except with respect to source code, which is provided "as is," without warranty of any kind, RazorFlow warrants that the Software will perform substantially in accordance with the accompanying materials for a period of thirty (30) days from the date of download. RazorFlow does not warranty that the Software will be error-free. Source code is licensed "as is". RazorFlow does not provide any technical support for source code.

(b) The Software may be provided with third-party components or plug-ins or other third-party software as set forth in Section 12. RazorFlow has acquired and conformed to the requisite licenses for such third-party software for embedding within RazorFlow and warrants that such third-party plug-ins or components will perform substantially in accordance with the expected behavior for a period of thirty (30) days from the date of download. RazorFlow does not warranty that the third-party Software will be error-free.

(c) RazorFlow' and its suppliers' entire liability, in contract, tort or otherwise, and your exclusive remedy under the performance warranty shall be, at RazorFlow' option, either (a) return of the purchase price paid, or (b) repair or replacement of the defective Software. Software purchased other than directly from RazorFlow shall be returned to the place it was purchased. This limited warranty is void if failure of the Software has resulted from accident, abuse, or misapplication. Any replacement Software will be warranted for the remainder of the original thirty (30) day period.

(d) EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 10, RAZORFLOW AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WHETHER ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OR TRADE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF ACCURACY, COMPLETENESS, PERFORMANCE, CURRENCY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE SOFTWARE.

Some jurisdictions do not allow the exclusion or limitation of implied warranties, so the above exclusions might not apply to you.

11. Limitation of Liabilities

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12. Third party Components

The Software includes third party components licensed by RazorFlow for purpose of embedding within the Software. RazorFlow has reviewed, acquired and conformed to licenses of all such third party components, thereby not requiring you to separately acquire the same. The terms of such license will apply in lieu of the terms of this Agreement, and RazorFlow hereby represents and warrants that the license granted to such Components will be no less broad than the license granted in this Agreement. The Components are provided "as is" by the third party licensors who disclaim all liabilities, damages, (even if they have been advised of the possibility of such damages), warranties, indemnities and other obligations of any kind, express or implied, with regard to the components. The components are excluded from any indemnity provided by RazorFlow in this license. Nothing in the foregoing affects any performance warranty provided by RazorFlow with regard to the Software as a whole.

A list of included Components and their respective licenses shall be provided upon request.

13. General

(a) 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.

(b) Governing Law. This Agreement will be governed by the law of the State of California, U.S.A., without regard to the conflict of laws principles thereof. The Uniform Computer Information Transactions Act and 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.

(c) 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 RazorFlow Software to any country for which a license is required under the Export Laws without first obtaining a license.

(d) Trademark Usage and Publicity. RazorFlow may use Licensee's name and logos in its marketing, promotion and website, as is reasonably necessary to describe and promote RazorFlow software.

(e) Complete Agreement. This Agreement, including all Exhibits, 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.

14. Upgrades & Updates

You are eligible to receive all Major Upgrades and Minor Updates for the version of the Software that you license hereunder for the duration of Active Subscription period only. If your Active subscription expires, you will need to renew the subscription to get access to upgrades.

Updates replace and/or supplement (and may disable) the version of the Software that formed the basis for your eligibility for the Update. You may use the resulting updated Software only in accordance with the terms of this License.

15. Support

RazorFlow offers two types of support:

(a) Self-serve Support: This support is available online on RazorFlow Software website (www.razorflow.com) and includes articles, tips and documentation on how to use RazorFlow Software. You can access this support option through RazorFlow Community Forums and Documentation hosted on RazorFlow website at www.razorflow.com. There may be short periods of downtime due to maintenance and possible internet outage. RazorFlow offers self-serve support 'as-is' and does not guarantee any specific level of uptime or warranty of any kind.

(b) Personalized & Private Support: Personalized & Private support will be provided by RazorFlow Support Staff via telephone and email to customers with Standard or DevDirect support plans, for the duration of the Active subscription period only.

RazorFlow Support Staff will provide support to RazorFlow Software licensees only, and not their end customers. RazorFlow will support only the last major version of those products released. At its discretion, it can provide free upgrades to the latest version of RazorFlow Software to help resolve any problem. RazorFlow Support Staff will provide support only on RazorFlow Software, thereby not extending to technologies or products in whose conjunction the licensee is using RazorFlow Software.

Support hours are IST 9.30am to 7.30pm (IST = +5.30 GMT), Monday to Friday excluding statutory holidays and company holidays. Official support portal is at <http://razorflow.com/support>

The procedure for getting support is:

- You log a support ticket at RazorFlow support portal at <http://razorflow.com/support> with details of your technical problem
- The support system will assign your ticket a unique ID using which you will refer to the ticket
- The ticket is then reviewed and analyzed by RazorFlow Support Staff and any further information is requested based on the nature of problem

- RazorFlow 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.
- RazorFlow Development team, in tandem with the Support Staff, will finally reply and help you resolve the problem
- If the query still remains unresolved and/or you are unsatisfied with the response quality or time, you can send an email to anirudh@razorflow.com for further remedy

RazorFlow does not guarantee results under this agreement but merely agrees to use reasonable diligence in attempting to accomplish its obligations. RazorFlow shall not be liable for any damages caused by delay in delivering or furnishing any services referred to in this Agreement. The support subscription is non-transferrable, except in case of acquisition or sale of licensee company.

Exhibit A: Description of Licensed Software

- RazorFlow Dashboard Framework, in source or object form, including all JavaScript libraries, documentation, code samples, demos, GUIs and tools.

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 RAZORFLOW AND YOU, THIS AGREEMENT IS A COMPLETE AND EXCLUSIVE STATEMENT OF THE RIGHTS AND LIABILITIES OF THE PARTIES.