

RazorFlow Software Licensing Agreement

DevDirect Perpetual License

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) "Trial Version" means a version, so identified, of the Software to be used to review and evaluate the Software only.

(i) "Not For Resale Version" means a version, so identified, of the Software to be used to review and evaluate the Software only.

(j) "Developer" is a person who is building a dashboard using the APIs or functionality provided by RazorFlow Dashboard Framework. Each person who directly or indirectly builds the dashboard, or a part thereof, is considered a developer. 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) "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.

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-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.

This is a license agreement and not an agreement for sale. RazorFlow continues to own the copyright of the Software. Your rights to the Software are specified in this Agreement, and RazorFlow retains all rights not expressly granted to you in this Agreement. This software is protected by copyright laws and international treaty provisions. Except for the rights expressly granted in this Agreement, this License transfers to you no right, tide, or interest in the Software, or any copyright, patent, trademark, trade secret, or other intellectual property or proprietary right in the Software. RazorFlow retains sole and exclusive title to all portions of the Software and any copies thereof. You agree not to disclose the Software to anyone.

3. Trial Version

If you download the free Trial License, then, subject to the terms and conditions set forth in this agreement, RazorFlow hereby grants to you and you hereby accept a license for evaluation purposes only.

(a) You are authorized to install, copy, and use the Trial Version of Software for the sole purpose of testing its functionality and performance in demonstrations, design time evaluations and running a product tour.

(b) You are not allowed to use it for any commercial or production purpose.

(c) You agree to not remove, obscure, or alter the messages from Trial Version of the Software.

(d) The trial versions of Software may have limited features and evaluation messages at the top of each chart. It may also contain links to RazorFlow website.

4. Permitted Uses

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

(a) Use by one (1) named developer for development, testing and deployment. In the event that the developer for whom the license was purchased is no longer employed by your organization or affiliates, you may reassign the license to another developer.

(b) Use the software for the purpose of developing and hosting websites or web applications, developed by the named developer.

(c) Use the software for developing and hosting SaaS applications, hosted on public or private servers, developed by the named developer.

(d) Use the software for embedding in commercial or open-source packaged Software product, developed by the named developer.

(e) Make copies of the software for backup purpose.

5. Prohibited Uses

You may NOT, without the prior written permission of RazorFlow or acquiring the relevant license:

- (a) Have another developer, apart from the named developer for whom the software is licensed, access or use the RazorFlow software.
- (b) 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.
- (c) Use, copy, modify, or merge copies of the Software and any accompanying documents except as permitted in this Agreement.
- (d) Transfer, rent, lease, or sublicense the Agreement.

6. 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.

You will not grant, either expressly or impliedly, any rights, title, interest, or licenses to any such modifications, enhancements, derivative works and/or extensions to any third party. You will, however, be entitled to use such modifications, enhancements, derivative works and/or extensions under the terms set forth in this agreement. You hereby assign all right, title and interest in and to such modifications, enhancements, derivative works and/or extensions to the licensed source code to RazorFlow.

(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.

7. Academic License Eligibility

RazorFlow offers qualified Educational Institutions or Organizations and eligible Academic End Users the ability to buy educational licenses of RazorFlow Software for educational instruction purposes. Educational versions of RazorFlow Software can not be used for any commercial purpose. Programs and prices are subject to change without notice. Please contact us at sales@razorflow.com for eligibility requirements or if you have any other questions about the academic License Eligibility.

8. Copyright

All title and copyrights in and to the Software (including but not limited to any images, photographs, animation, video, audio, music, text and "SWFs" incorporated into the Software) and the accompanying printed materials are owned by RazorFlow or its suppliers. The software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The software is licensed, not sold. Title to the software shall at all times remain with RazorFlow. You must treat the Software like any other copyrighted material, except that you may, in addition to the copies permitted in this license agreement, make one copy of the Software solely for backup or archival purposes.

9. Termination

This Agreement and the License granted hereunder shall last as long as you use the Software in compliance with this Agreement. 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 use and distribution of the Software. You must also destroy all copies of the Software, documentation and demos provided by RazorFlow in connection with this Agreement.

10. 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.

11. 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 13. 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 11, 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.

12. Limitation of Liabilities

RazorFlow' liability, whether in contract, tort, or otherwise, arising out of Licensee's use of, or in connection with, the SOFTWARE, or otherwise under this Agreement, shall not exceed the amount of the license fee paid by you to RazorFlow. IN NO EVENT SHALL RAZORFLOW OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF RAZORFLOW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. 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.

14. 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.

15. Upgrades & Updates

You are eligible to receive all publicly released major upgrades and minor updates for the Software for 12 months from your date of purchase. After the initial 12 months, you can purchase additional support & upgrades subscription to RazorFlow Software to extend your Subscription period.

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.

16. 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 email for 12 months from your date of purchase. Under the terms of DevDirect license, you are guaranteed a response time of 24 working hours on a best-effort basis.

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.

Official 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.