

SPJSBlog.com

# License agreement

SPJS Charts for SharePoint

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# License agreement

This is a license agreement between ALEXANDER BAUTZ / SPJSBLOG - referred to below as SPJSBlog, and the LICENSEE.

This agreement regulates the use of SPJS Charts for SharePoint - referred to below as CFS.

When you buy this software you accept this license agreement without further written consent.

## Owner rights

You have bought the rights to USE CFS, but the legal owner is SPJSBlog.

## Your rights to use the product

You have the rights to USE CFS in the extent determined by the license type you have purchased.

You are allowed to MODIFY CFS for your OWN USE, but you are not allowed to LICENSE, RESELL or REDISTRIBUTE your modified version in any way without written permission from SPJSBlog.

You cannot SUBLICENSE or redistribute CFS in any way unless you have a written OEM license that states otherwise.

## License types

### Site License

This license is bound to ONE SINGLE SITE by a challenge response routine. When it has been first associated with a SITE, it cannot be transferred to another SITE.

### Site Collection license

This license is bound to ONE SINGLE SITE COLLECTION by a challenge response routine. When it has been first associated with a SITE COLLECTON, it cannot be transferred to another SITE COLLECTON.

### Company or Division license

This license lets you use CFS in as many sites or site collections as you like within the company or division you have licensed CFS to.

### Full corporate license

You can use CFS in as many sites and site collections as you like throughout your entire corporation.

### OEM license agreements

This will give you the rights to INCLUDE CFS in your own software package and redistribute it as a part of your product(s).

This requires that you use CFS in a product that add significant functionality, and you cannot simply redistribute CFS as-is.

The details regarding the OEM agreement (payment, support and other arrangements) must be covered in a separate OEM agreement between SPJSBlog and the LICENSEE.

## Upgrades

When you buy a license, you have rights to use the current MAJOR VERSION of CFS, and have access to all SUB VERSIONS and REVISIONS.

Until further notice is given (by an updated license agreement), you will be able to update to later MAJOR VERSIONS free of charge, but you might have to request an updated license code for new MAJOR VERSIONS. This potential restriction will NOT have retroactive effect and will only affect licenses purchased after this change is effective.

## Data policy

Other than the initial manual challenge-response routine for validation a SITE or SITE COLLECTION scoped license, CFS will NEVER "call home" to collect information or log activity.

## Documentation

SPJSBlog will provide updated user documentation that reflect the functionality in the PRODUCTION version of CFS in the SPJSBlog.com website.

## Support

When buying CFS, the LICENSEE agrees that all support (unless there is a written agreement that states otherwise) will be provided through the SUPPORT FORUM at <http://spjsblog.com/forums/forum/spjs-cfs/>

Support by EMAIL, TELEPHONE or SKYPE shall be initiated from SPJSBlog. Extensive support that is not related to bugs in CFS may be charged after a pre-consent from the LICENSEE.

## Support for Partners

Partners have further privileges regarding support, and can use EMAIL for specific issues that are not of general interest for the community. For general issues, the forum is still first line.

## Bugfixes

Bugfixes will be provided for the current MAIN VERSION only. In case the LICENSEE requires a patch on a previous version, this may be charged after a pre-consent from the LICENSEE.

## New features and ideas

In case a LICENSEE suggests new features or plugins to CFS that are developed by SPJSBlog.com, these will be covered by the existing license agreement.

## Discretion, loyalty and mutual information

This is covered in separate OEM agreement for each LICENSEE.

## Breach of contract

This is covered in separate OEM agreement for each LICENSEE.

## Transfer of rights and obligations under the agreement

Unless otherwise agreed in a written contract, both parties have the rights to transfer the rights and obligations covered by this license agreement to a third party.

## Duration / Termination

This general license agreement will be effective as long as the LICENSEE uses CFS.

OEM license agreements may have other terms.

## Enforcement of rights

The LICENSEE is responsible for preventing unauthorized use of the product - for example by trying to bypass the license validation routine. In cases the LICENSEE detects this kind of activity, SPJSBlog must be notified immediately.

SPJSBlog is responsible for providing documentation and giving support in case there are legal disputes related to CFS.

## Retirement / phasing out CFS

CFS is created with 100% client side code, and will not modify lists or document libraries used as source for the charts.

In case the LICENSEE chooses to stop using CFS, the installation process must be reversed to remove any scripts related to CFS, and the configuration list must be deleted.

## Legal disputes

This agreement is subject to Norwegian law. Any dispute arising from the Agreement which is not settled amicably shall be governed by Norwegian law and Norwegian courts.

Alexander Bautz

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