ReportLab

ReportLab terms and conditions
Licenses and basic hosting

1. Introduction

1.1. Parties to the agreement

These terms apply to any user of ReportLab's software or services with whom ReportLab has not explicitly signed a separate overriding agreement, including, but not limited to licensed users of ReportLab PLUS and users of any solution hosted by ReportLab.

1.2. Definitions

Software means (A) all of the contents of the downloadable installation package(s), disk(s), CD-ROM(s) or other media provided by ReportLab or downloaded from www.reportlab.com, including but not limited to (i) ReportLab or third party software; (ii) digital images, stock photographs, clip art or other artistic works ("Stock Files"); (iii) related explanatory written materials ("Documentation"); and (iv) fonts; and (B) modified versions, upgrades, updates, additions, and copies of the Software, if any, licensed to you by ReportLab (collectively, "Updates").

The Software remains the property of ReportLab Inc. and is licensed by its sole operating subsidiary ReportLab Europe Ltd ("ReportLab"). The Software is made available to the Licensee ("Client"), subject to the following License Agreement ("Agreement" or "License"). Please read this License carefully before installing or using the Product.

2. Ongoing support

2.1. Bug fixes

ReportLab will fix genuine reproducible bugs in ReportLab Software at no cost to Client.

2.2. Non-bug support

2.2.1. Definition

Non-bug support refers to any time spent by a ReportLab employee investigating or addressing any issues raised by Client which are not caused by a bug in ReportLab Software or the fault of ReportLab.

2.2.2. Support allowance - license

Licenses include a number of hours of non-bug support time as advertised on http://www.reportlab.com/software/reportlab-plus/licencing/.

2.2.3. Support allowance – hosted

Unless otherwise agreed, ReportLab hosted systems include four (4) hours of annual non-bug support.

2.2.4. Support beyond allowance

If the amount of non-bug support provided to Client by ReportLab in a given year exceeds Client's annual allowance, ReportLab may suspend support and notify Client of the costs for additional support. Where reasonable, ReportLab may carry out work requested by Client or work necessitated by an emergency without explicit authorisation from Client. Support outside the allowance will be charged for according to ReportLab's standard hourly rates (available upon request).

2.2.5. Fixed price support

ReportLab may offer fixed price quotes for additional support time.

2.2.6. Support roll-over

Unless otherwise stated, non-bug support allowance may NOT be carried over to the following support period.

3. Payment for services

3.1. Invoicing schedule

3.1.1. Licensing

ReportLab will invoice Client upon request for the payment of licensing fees.

3.1.2. Hosting

ReportLab will invoice Client quarterly for hosting fees, raising the relevant invoice at the beginning of any quarter.

3.1.3. Invoicing for support beyond allowance

ReportLab may raise an invoice at the end of any month for any work carried out which was not covered by Client's non-bug support allowance. ReportLab's failure to produce an invoice at the end of the month in which work was carried out does not exempt Client from any fees due to ReportLab.

3.2. Late payment

Client agrees to honor the penalties for late payment as defined under U.K. law. Further, ReportLab reserve the right to withhold deliverables and suspend support and hosting no less than ten (10) days after issuing a final notice in writing of late payment on any properly submitted and valid invoice.

ReportLab retains no liability for any disruption or inconvenience caused by a suspension of service due to unpaid fees.

3.3. Price changes

ReportLab reserve the right to change hosting and licensing costs at any time provided that existing hosting costs are guaranteed for at least the first quarterly invoice following notice by ReportLab of the increase. For licenses, new prices will take effect upon renewal.

4. Embedded use

This agreement does not cover Software licensed to be embedded within Client's products sold to third parties. Such an arrangement requires a separate agreement based on the nature of the end solution.

5. License Files

Software is distributed to legitimate users, and under the terms of this agreement, with a file to permit fully operational use ("License File"). In the absence of a suitable License File, the Software will offer restricted functionality. The current mode of restriction is to display a 'nag line' on every page of every PDF document, but ReportLab reserve the right to change this restriction in future versions.

Client agrees not to tamper with or modify any license file in any way, nor make any modifications to the code or the server on which it is installed to interfere with the normal operation of the licensing mechanism.

6. Volume or usage restriction

This agreement applies to ReportLab's standard volume based licenses, for which usage bands have been defined based on the number of pages generated by Client's reporting system. Note the relevant usage band at the time of purchase as advertised on http://www.reportlab.com/software/reportlab-plus/licencing/.

Client certifies that they will monitor their own usage and will notify ReportLab promptly if their usage goes beyond the agreed limit.

By renewing a license, client certifies that their usage is still within the appropriate band for the license they hold.

7. Compliance with audits

Client agrees that upon request of ReportLab, they will within thirty (30) days fully document and certify that their use of any and all ReportLab Software at the time of the request is in conformity with Client's valid licenses from ReportLab. In particular, ReportLab may request a thorough analysis of usage levels to confirm that Client's volume is appropriate for their license.

8. Term and termination

8.1. Licensing termination

Client may terminate this agreement by ceasing to use ReportLab's Software and destroying all copies thereof. ReportLab may terminate this Agreement immediately if Client fails to comply with any provision of this License or if Client suffers any form of insolvency or administration.

8.2. Hosting termination

The termination of any ReportLab hosted system is subject to three (3) month's notice. ReportLab may invoice for the first full quarter following Client's termination notice.

9. Confidential information

The term "Confidential Information" shall include, but shall not be limited to, inventions, discoveries, and know-how; computer software code, designs, routines, algorithms, and structures; product information; research and development information; financial data and information; business plans and processes; and any other information of either party shared with the other party, or that the first party should know by virtue of its relationship with the other party.

Each party shall use the same degree of care as it uses to protect the confidentiality of its own confidential information of like nature, but no less than a reasonable degree of care, to maintain in confidence the Confidential Information.