



ReportLab standard terms for licences

Including standard support practices

These terms apply to any organization or individual using the ReportLab PLUS (rlextra) software package developed by ReportLab.

1. Parties to 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.

1.1. Definitions

Software means

1. 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
2. modified versions, upgrades, updates, additions, and copies of the Software, if any, licensed to you by ReportLab (collectively, "Updates").

Software is made available in the password-protected downloads area of ReportLab website, at <https://www.reportlab.com/devnet/>

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 Licence Agreement ("Agreement" or "Licence"). Please read this Licence carefully before installing or using the Product.

2. Intellectual property

The software remains the property of ReportLab Europe Ltd ("ReportLab").

ReportLab warrants that all components used in the solution are either open source under an appropriate licence, or properly licensed from their vendors. ReportLab hereby indemnifies Client against any infringements thereof.

The client's content, images, predesigned assets and overall look and feel are assumed to be the intellectual property of the client.

Where substantial personal data is involved, it is agreed that ReportLab is acting solely as an agent of the Client, and the client should register if necessary under the Data Protection Act and should appoint a Data Controller. This is a 15 minute process which we can guide clients through.

3. Ongoing support

3.1. Bug fixes

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



3.2. Non-bug support

3.2.1. 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. The support hours are exclusively tied to support on how to implement and use the software, and not to any development of your reports, which must be paid for separately..

3.2.2. Support allowance - licence

Licences may include a number of hours of non-bug support time as advertised on <https://www.reportlab.com/reportlabplus/pricing/>

3.2.3. 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).

3.2.4. Fixed price support

ReportLab may offer fixed price quotes for additional support time.

3.2.5. Support roll-over

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

4. Payment for services

4.1. Invoicing schedule

4.1.1. Licensing

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

4.1.2. 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.

4.2. 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.

4.3. 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 licences, new prices will take effect upon renewal.



5. 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.

6. Delivery Information & Licence Files

All ReportLab software is delivered electronically. We do not offer 'physical software'. The full ReportLab software is available to download from our website and to use in an evaluation mode prior to purchase. A guide to installation can be viewed at <https://www.reportlab.com/dev/install/>

This allows all prospective buyers to evaluate the software to ensure it is fit for purpose, works on their machines and meets their needs prior to purchase. Once purchased, software cannot be returned or refunded.

Once purchased, software is distributed to legitimate users, and under the terms of this agreement, with a file to permit fully operational use ("Licence File"). In the absence of a suitable Licence 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.

Licence files are provided to Client via e-mail. We aim to provide them on the next working day after purchase.

Client agrees not to tamper with or modify any licence 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.

7. Right to reference

We do not employ a substantial sales force, and we rely on real-world case studies and references to let people know that we exist. References for successful projects are very important to us.

Where systems are publicly visible, ReportLab will usually produce a case-study for ReportLab's website and a press release. Clients may review these to ensure accuracy but may not unreasonably delay these.

Front-end web sites built by ReportLab may contain a small credit to ReportLab in the footer which does not detract from the usability. Similarly, PDF output may contain a very small footer message mentioning that the system was built by ReportLab.

8. Volume or usage restriction

This agreement applies to ReportLab's standard volume based licences, 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 <https://www.reportlab.com/reportlabplus/pricing/>

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 licence, client certifies that their usage is still within the appropriate band for the licence they hold.

9. 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 licences from ReportLab. In particular, ReportLab may request a thorough analysis of usage levels to confirm that Client's volume is appropriate for their licence.



10. Term and termination

10.1. 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 Licence or if Client suffers any form of insolvency or administration.

10.2. Refund policy

We do not offer refunds. Once purchased, ReportLab's commercial software is non-refundable. You should only purchase it when you have thoroughly evaluated and tested it. We do not offer refunds.

10.3. Returns policy

The software is delivered electronically so returns are not applicable.

11. Term and termination

Unless otherwise specified in the applicable Proposal, initial set-up work may be terminated by either party upon five (5) working days written notice.

If a client terminates any work schedule, then ReportLab may invoice a reasonable amount for all work completed until termination and five working days after.

The project will enter the ongoing hosting phase once the system enters User Acceptance Testing (UAT) and/or live servers are provisioned, whichever is sooner.

New hosted solutions are subject to a **minimum hosting period of 18 months** from the above date. This is because ReportLab often absorbs initial development costs in the reasonable expectation of continued use. If a client seeks to cancel earlier than this, the full hosting fee for this period is payable.

Thereafter, termination during the ongoing hosting phase will be subject to ninety (90) days written notice (or payment to ReportLab of ninety (90) days hosting fees in lieu thereof). We will raise a partial invoice for the first full quarter following notice; thus, if a client terminates the relationship in the middle of December, our final invoice will be raised on January 1st.

12. Confidentiality and non-disclosure

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.