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

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(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.

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(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 Major Upgrades and Minor Updates for the version of the Software as a part of licensed version only. Under the trial license agreement, you may download the latest version from FusionCharts.com website. FusionCharts Priority Support & Upgrade pack gives access to updates for the entire duration of the valid subscription. For information on FusionCharts subscription, please visit www.fusioncharts.com

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**

FusionCharts offers two types of support:

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

(b) Personalized Priority Support: Personalized Priority support will be provided by FusionCharts Support Staff via telephone and email. Personalized Priority Support is available to FusionCharts customers with active FusionCharts Support & Upgrade subscription period as part of their license, or as a result of purchase of additional support subscription for the duration of the period of subscription.

Based on the license of FusionCharts purchased, you are entitled to a specified period of “Priority” Support from the date of purchase. Additional support can be purchased as part of FusionCharts Support & Upgrade Subscription from www.fusioncharts.com

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

The procedure for getting support is:

- You send an email with details of your technical problem to support@fusioncharts.com

- 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 FusionCharts Support Staff and any further information is requested based on the nature of problem

- FusionCharts 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.

- If FusionCharts Support Staff determines that the support ticket is of a complex nature involving any coding, or it entails a bug fix, it will escalate the ticket to FusionCharts Development team for resolution.

- FusionCharts 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 support.complaint@fusioncharts.com for further remedy

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**Exhibit A: Description of Licensed Software**

- FusionCharts Suite, in source or object form, including all JavaScript libraries, documentation, code samples, demos, GUIs and tools comprising of the following products:

- FusionCharts XT (v3.x)

- FusionWidgets XT (v3.x)

- FusionMaps XT (v3.x)

- PowerCharts XT (v3.x)

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