



# **FuseIT SFDC Explorer**

From Fuse Information Technologies



09 April 2021 Version 0.1



#### **FuseIT Contact Details**

Fuse Information Technologies Ltd 7 Forests Road Stoke, Nelson New Zealand 7011

+64 3 547 8200 sales@fuseit.com



### Contents

1	FuseIT SFDC Explorer End User License Agreement 4
2	End User License Agreement Terms 5
3	Signatures10

List of Figures No table of figures entries found.

List of Tables No table of figures entries found.



### **1** FuseIT SFDC Explorer End User License Agreement

IMPORTANT: THIS SOFTWARE END USER LICENSE AGREEMENT ("EULA") IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR AN ENTITY) AND THE LICENSOR, FUSE INFORMATION TECHNOLGIES LIMITED (FUSEIT), OR ITS AUTHORIZED RESELLER. READ IT CAREFULLY BEFORE COMPLETING THE INSTALLATION PROCESS AND USING THE SOFTWARE. IT PROVIDES A LICENSE TO USE THE SOFTWARE AND CONTAINS WARRANTY INFORMATION AND LIABILITY DISCLAIMERS. BY DOWNLOADING, INSTALLING, AND USING THE SOFTWARE, YOU ARE CONFIRMING YOUR ACCEPTANCE OF THE SOFTWARE AND AGREEING TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT AND ANY AMENDMENTS OR UPDATES TO THIS AGREEMENT. IF YOU DO NOT AGREE WITH ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST

- NOT DOWNLOAD THE SOFTWARE,
- IMMEDIATELY CEASE USING THE SOFTWARE, AND
- DESTROY ALL COPIES OF THE SAME, INCLUDING ANY COPIES STORED ON YOUR HARD DRIVE AND ANY ARCHIVAL COPIES

Licensor reserves the right to change or update any part of this Agreement from time to time without prior notice. The latest and most current agreement can be found at Licensor's website.



### 2 End User License Agreement Terms

#### 1. Definitions

"General Use" means a license of the Software to be used by commercial users and by general users.

"FuseIT" means the licensor, Fuse Information Technologies Ltd, and its licensors, if any.

"Software" means the FuseIT software, such as FuseIT SFDC Explorer, and so on, including any upgrades, modified versions or updates of the Software and corresponding documentation, associated media, printed materials, and online or electronic documentation made available to you by FuseIT.

#### 2. License Grants and Limitations

The rights granted under this EULA applies only to FuseIT SFDC Explorer. You must procure a separate license to use other FuseIT software. One license is just for one installation. The Software is deemed accepted by you upon download, installation, and/or use of the Software. FuseIT grants you a limited right and license to use the Software as follows:

#### 2.1 General Use License

#### 2.1.1 Grant

FuseIT grants you the personal, nonexclusive, non-transferable, revocable, and limited license to use the Software solely for General Use.

#### 2.1.2 Limitations

You may install and use the Software on a single computer; OR install and store the Software on a storage device, such as a network server, used only to install the Software on your other computers over an internal network.

You may make one copy of the Software in machine-readable form solely for back-up purposes. You must reproduce on any such copy all copyright notices and any other proprietary legends on the original copy of the Software. You may not sell, license, or otherwise transfer any copy of the Software.

You may not distribute (internally or externally) or sublicense the Software with this license.

#### 3. License Restrictions

You shall not:

- Make or distribute copies of the Software, or electronically transfer the Software from one computer to another or over a network;
- Use the Software to develop or produce any application having the same primary function as the Software;



- Modify, adapt, alter, translate, or create derivative works of the Software or merge the Software with other software without approval in writing by FuseIT;
- Lease, sell, transfer, rent, or loan the Software to any third party;
- Sublicense, distribute or otherwise transfer the Software or any component thereof to any third party except as expressly authorized by FuseIT in a Software Reseller/Distribution License Agreement;
- Reverse engineer, decompile, disassemble, attempt to derive the source code of the Software, or otherwise reduce the Software to a human-perceivable form;
- Remove, alter, or obscure any confidentiality or proprietary notices (including copyright and trademark notices) of FuseIT, its licensors or suppliers on the Software;
- Reproduce the Software; or
- Disclose or publish performance benchmark results for the Software without the prior written approval of FuseIT.

#### 4. Upgrades

If this copy of the Software is an upgrade from an earlier version of the Software, it is provided to you on a license exchange basis. You agree by your installation and use of such copy of the Software to voluntarily terminate your earlier EULA and that you will not continue to use the earlier version of the Software or transfer it to another person or entity.

5. Ownership

The Software is proprietary to FuseIT and its licensors. FuseIT and its licensors retain all copyrights, trade secret rights, patents, trademarks and any other proprietary rights relating to the Software. The Software is licensed, not sold, to you notwithstanding any reference herein to "purchases". You acknowledge and agree that:

- the Software is protected under U.S. copyright and other laws;
- FuseIT and its licensors retain all copyrights and other intellectual property rights in the Software;
- There are no implied licenses under this License, and any rights not expressly granted to you hereunder are reserved by FuseIT;
- You acquire no ownership or other interest (other than your license rights) in or to the Software; and
- FuseIT owns all copies of the Software, however made.

You agree that you will not, at any time, contest anywhere in the world FuseIT's ownership of the Software, nor will you challenge the validity of FuseIT's rights in the Software. You have no rights hereunder to use any trademark or service mark belonging to FuseIT.

6. FuseIT's Audit Right

You agree that FuseIT may audit your use of the Software for compliance with these terms at any time, upon reasonable notice. In the event that such audit reveals any use of the Software by you other than in full compliance with the terms of this EULA, you shall reimburse FuseIT for all reasonable expenses related to such audit in addition to any other liabilities FuseIT may incur as a result of such non-compliance.

#### 7. Limited Warranty and Disclaimer

FuseIT warrants to you, the original purchaser and to no other party, that (a) the Software substantially conforms to the published specifications. This warranty does not apply to damages resulting from misuse, abuse or neglect.

EXCEPT FOR THIS EXPRESS LIMITED WARRANTY, THE SOFTWARE IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. FUSEIT HEREBY EXCLUDES AND DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NON-INFRINGEMENT, TITLE, RESULTS, EFFORTS OR QUIET ENJOYMENT. THERE IS NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE OR WILL FUNCTION WITHOUT INTERRUPTION. YOU ASSUME THE ENTIRE RISK FOR THE RESULTS OBTAINED USING THE SOFTWARE. TO THE EXTENT THAT FUSEIT MAY NOT DISCLAIM ANY WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS, WHICH VARY FROM STATE TO STATE.

8. Technical Services; Updates; Product Changes

FuseIT is not required under this License to provide any installation, training or other technical services to you. Such services, if available, must be purchased separately. If, pursuant to a separate support agreement or otherwise, FuseIT provides you with a new release, error correction, update, upgrade or other modification to the Software, such modification will be deemed part of the Software, and subject to the terms of this License, unless the modification is expressly provided subject to a separate license agreement. FuseIT reserves the right at any time not to release or to discontinue release of any Software and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of any future releases of the Software.

9. Confidentiality

You acknowledge that the Software in source code form remains a confidential trade secret of FuseIT. You agree to hold this information in strict confidence, not disclose it to any person, and not use it for any purpose other than the use and operation of the Software as permitted under this License.

#### 10. Limitation of Liability

IN NO EVENT WILL FUSEIT BE LIABLE TO ANY PARTY FOR ANY DIRECT OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY LOSS OF PROFIT, REVENUE, BUSINESS OPPORTUNITY OR DATA, ARISING FROM OR RELATING TO THIS LICENSE OR THE SOFTWARE, WHETHER IN CONTRACT, IN TORT, NEGLIGENCE OR OTHERWISE, EVEN IF FUSEIT KNEW, SHOULD HAVE KNOWN OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FUSEIT'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR



RELATED TO THIS LICENSE OR THE SOFTWARE, WHETHER IN CONTRACT, IN TORT OR OTHERWISE, WILL NOT EXCEED THE LICENSE FEES ACTUALLY PAID BY YOU UNDER THIS LICENSE. THIS PARAGRAPH 10 WILL APPLY EVEN IF AN EXCLUSIVE REMEDY HEREUNDER HAS FAILED OF ITS ESSENTIAL PURPOSE.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

#### 11. Termination

#### 11.1 TERMINATION FOR CONVENIENCE

Each party may terminate this License for any reason, or for no reason, by giving the other party five (5) days' written notice.

#### 11.2 TERMINATION FOR CAUSE

FuseIT may immediately terminate this License if you breach any of your obligations hereunder.

#### 11.3 EFFECT OF TERMINATION

Upon the termination of this EULA for any reason, the following terms shall apply: (a) all rights granted under this EULA will immediately terminate and you must stop all use of the Software; (b) you must return to FuseIT or permanently destroy all copies of the Software provided to or made by you, and, within ten (10) days after the effective date of termination, provide FuseIT with written certification that all such copies have been returned or destroyed; (c) you must permanently remove or delete the Software from all computer systems, including servers and workstations, on which the Software was installed, and (d) Paragraphs 3, 5, 6, 7, 9, and 10 shall survive termination of this EULA for any reason.

12. General Provisions

#### 12.1 CANADIAN TRANSACTIONS

If you are subject to Canadian law, you agree to the following:

The parties hereto have expressly required that the present EULA and its Exhibits, if any, be drawn up in the English language.

#### 12.2 HAZARDOUS USES

The Software is not intended for use in connection with any application requiring fail-safe performance such as the operation of nuclear power facilities, air traffic control or navigation systems, weapons control systems, life support systems, or any other system whose failure could lead to injury, death, environmental damage or mass destruction. You agree that FuseIT will have no liability of any nature, and you are solely responsible, for any expense, loss, injury or damage incurred as a result of such use of the Software.

#### 12.3 GOVERNING LAW

This License will be governed by and construed in accordance with the internal laws of New Zealand. Any legal action or proceeding relating to this License shall be instituted

in the Nelson High/District Court. Licensee and Licensor agree to submit to the jurisdiction of, and agree that venue is proper in, said court.

#### 12.4 ENTIRE AGREEMENT; SEVERABILITY

This EULA constitutes the entire, final and exclusive agreement between you and FuseIT regarding the specific license transaction described herein. If any provision of this EULA is held to be illegal, invalid or unenforceable for any reason, then such provision will be enforced to the maximum extent permissible and the remainder of the provisions of this EULA will remain in full force and effect.

#### 12.5 WAIVER AND MODIFICATIONS

All waivers must be in writing. Any waiver or failure to enforce a provision of this EULA on one occasion shall not be deemed a waiver of any other provision or such provision on any other occasion.

If you have any questions about this EULA, please contact FuseIT.



### 3 Signatures

IN WITNESS WHEREOF, the parties have caused this License and Maintenance Agreement to be executed by their duly authorized representatives as identified below.

	Licensor
Legal Company Name	Fuse Information Technologies Limited
Authorizing Signature	m
Name	Terry Humphris
Title	CEO and Director of Technology
Email Address	terry.humphris@fuseit.com

	Licensee
Legal Company Name	
Authorizing Signature	
Name	
Title	
Email Address	