



Boris Software Ltd,
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36 month Software User Licence Agreement

This licence agreement (**Licence**) is a legal agreement between you (**Licensee** or **you**) and Boris Software Limited whose registered office is situated at 199 Wells Road, Bristol, BS4 2BD (**Licensor** or **we**) for this software product (**Software**), which includes computer software, the data supplied with it, the associated media and online documentation (**Documentation**).

THIS SOFTWARE REQUIRES A PC COMPUTER WITH A MINIMUM OF 1GM OF MEMORY AND THE WINDOWS XP SP3 (OR LATER) OPERATING SYSTEM. BY PROCEEDING TO DOWNLOAD ANY SOFTWARE FROM THIS WEBSITE YOU AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU AND YOUR EMPLOYEES. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, WE ARE UNWILLING TO LICENSE THE SOFTWARE TO YOU AND YOU MUST DISCONTINUE THE DOWNLOADING PROCESS NOW. IN THIS CASE THE DOWNLOADING PROCESS WILL TERMINATE.

1. GRANT AND SCOPE OF LICENCE

- . 1.1 In consideration of payment by you of the agreed licence fee and you agreeing to abide by the terms of this Licence, the Licensor hereby grants to you a non-exclusive, non-transferable licence to use the Software and the Documentation in the UK on the terms of this Licence.
- . 1.2 You may:
 - . (a) download, install and use the Software for your internal business purposes only either (as agreed between the parties):
 - . (i) on one CPU if the Licence is a single-user licence or the Software is for single use; or
 - . (ii) if the Licence is a multi-user or network licence, by the number of concurrent users agreed between you and us;
 - . (b) make copies of the Software for back-up purposes only subject to compliance with the undertakings set out in condition 2.1;
 - . (c) receive and use any free supplementary software code or update of the Software incorporating "patches" and corrections of errors as may be provided by the Licensor from time to time;
 - . (d) use any Documentation in support of the use permitted under condition 1.1 and make such copies of the Documentation as are reasonably necessary for its lawful use.



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2. LICENSEE'S UNDERTAKINGS

2.1 Except as expressly set out in this Licence or as permitted by any local law, you undertake:

- . (a) not to copy the Software or Documentation except where such copying is incidental to normal use of the Software, or where it is necessary for the purpose of back-up or operational security;
- . (b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software or Documentation;
- . (c) not to make alterations to, or modifications of, the whole or any part of the Software, nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
- . (d) not to disassemble, decompile, reverse engineer or create derivative works based on, the whole or any part of the Software nor attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by you during such activities: (i) is used only for the purpose of achieving inter-operability of the Software with another software program; and (ii) is not unnecessarily disclosed or communicated without the Licensor's prior written consent to any third party; and (iii) is not used to create any software which is substantially similar to the Software;
- . (e) to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;
- . (f) to supervise and control use of the Software and ensure that the Software is used by your employees and representatives in accordance with the terms of this Licence;
- . (g) to replace the current version of the Software with any updated or upgraded version or new release provided by the Licensor under the terms of this Licence immediately on receipt;
- . (h) to include the copyright notice of the Licensor on all entire and partial copies you make of the Software on any medium;
- . (i) not to provide or otherwise make available the Software in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person other than



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your employees without prior written consent from the Licensor.

2.2 You must permit the Licensor and his representatives, at all reasonable times and on reasonable advance notice, to inspect and have access to any premises at which the Software or the Documentation is being kept or used, to the computer equipment located there, and to any records kept pursuant to this Licence, for the purpose of ensuring that you are complying with the terms of this Licence.

3. **SUPPORT** If you register the purchase of the physical media on which the Software is recorded or fixed pursuant to Clause 4 below, the Licensor's technical support staff will endeavor to answer by telephone any queries which you, as the original registered purchaser, may have regarding the use or application of the Software during the Warranty Period. For telephone support please call 03300 414880 between the hours of 9:00 to 5:00 and Monday to Friday excluding bank and public holidays. Specific Upgrades may become available from time to time and will be chargeable POA .

4. INTELLECTUAL PROPERTY RIGHTS

- . 4.1 You acknowledge that all intellectual property rights in the Software and the Documentation anywhere in the world belong to the Licensor, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software or the Documentation other than the right to use them in accordance with the terms of this Licence.
- . 4.2 You acknowledge that you have no right to have access to the Software in source code form or in unlocked coding or with comments.

5. WARRANTY

- . 5.1 The Licensor warrants that:
 - . (a) for a period of 90 days from the date of installation (**Warranty Period**) the Software will, when properly used, perform substantially in accordance with the functions described in the Documentation (provided that the Software is properly used on the computer and with the operating system for which it was designed as referred to in the accompanying documentation), and that the Documentation correctly describes the operation of the Software in all material respects;
 - . (b) it has tested the Software for viruses using commercially available virus- checking software, consistent with current industry practice.
- . 5.2 You acknowledge that the Software has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the



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Documentation meet your requirements.

- . 5.3 You acknowledge that the Software may not be free of bugs or errors, and agree that the existence of minor errors shall not constitute a breach of this Licence.
- . 5.4 If, within the Warranty Period, you notify the Licensor in writing of any defect or fault in the Software in consequence of which it fails to perform substantially in accordance with the Documentation, and such defect or fault does not result from you having amended the Software or used it in contravention of the terms of this Licence, the Licensor will, at its sole option, either repair or replace the Software, provided that you make available all the information that may be necessary to help the Licensor to remedy the defect or fault, including sufficient information to enable the Licensor to recreate the defect or fault.

6. LICENSOR'S LIABILITY

- . 6.1 This condition sets out the entire financial liability of the parties (including any liability for the acts or omissions of their respective employees, agents and subcontractors) to each other in respect of:
 - . (a) any breach of this Licence however arising
 - . (b) any use made or resale of the Software or the Documentation by you, or of any product or service incorporating any of the Software or the Documentation; and
 - . (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Licence
- . 6.2 Nothing in this Licence shall limit or exclude the liability of either party for:
 - . (a) death or personal injury resulting from negligence; or
 - . (b) fraud or fraudulent misrepresentation; or
 - . (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
 - . (d) breach of section 2 of the Consumer Protection Act 1987; or
 - . (e) the deliberate default or wilful misconduct of that party, its employees, agents or subcontractors.

6.3 Without whatever be liable to the other, whether in contract, tort (including



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negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any:

- . (a) loss of income;
- . (b) loss of business profits or contracts;
- . (c) business interruption;
- . (d) loss of the use of money or anticipated savings;

prejudice to condition 6.2, neither party shall under any circumstances

(e) loss of information; (f) loss of opportunity, goodwill or reputation; (g) loss of, damage to or corruption of data; or

(h) any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise;

provided that this condition 6.3 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of condition 5 or any other claims for direct financial loss that are not excluded by any of categories (a) to (h) inclusive of this condition 6.3.

- . 6.4 Subject to condition 6.2 and condition 6.3, the Licensor's maximum aggregate liability under or in connection with this Licence, or any collateral contract, whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to 25% of the Licence Fee.
- . 6.5 Subject to condition 6.2, condition 6.3 and condition 6.4, the Licensor's liability for infringement of third-party intellectual property rights shall be limited to breaches of rights subsisting in the UK.
- . 6.6 This Licence sets out the full extent of the Licensor's obligations and liabilities in respect of the supply of the Software and Documentation. In particular, there are no conditions, warranties, representations or other terms, express or implied, that are binding on the Licensor except as specifically stated in this Licence. Any condition, warranty, representation or other term concerning the supply of the Software and Documentation which might otherwise be implied into, or incorporated in, this Licence, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.

7. TERMINATION

7.1 The Licensor may terminate this Licence immediately by written notice to you if:

- . (a) You commit a material or persistent breach of this Licence which you fail to



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remedy (if remediable) within 14 days after the service of written notice requiring you to do so; or

- . (b) the Licensee (where it is a company) becomes insolvent or unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), enters into liquidation, whether voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), passes a resolution for its winding-up, has a receiver or administrator manager, trustee, liquidator or similar officer appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt.

(c) This Contract is based upon a 36 month term, upon termination all monies outstanding as per the user licence and remaining term will be payable as immediate effect. At the end of the 36 month period, the contract shall revert to a continuous 12 month rolling year by year contract.

(d) Payments received on a monthly basis are confirmations of acceptance to the terms of this contract.

7.2 Upon termination for any reason:

- . (a) all rights granted to you under this Licence shall cease;
- . (b) you must cease all activities authorised by this Licence;
- . (c) you must immediately pay to the Licensor any sums due to the Licensor under this Licence; and
- . (d) you must immediately delete or remove the Software from all computer equipment in your possession, and immediately destroy or return to the Licensor (at the Licensor's option) all copies of the Software then in your possession, custody or control and, in the case of destruction, certify to the Licensor that you have done so.

8. TRANSFER OF RIGHTS AND OBLIGATIONS

- . 8.1 This Licence is binding on you and us, and on our respective successors and assigns.
- . 8.2 You may not transfer, assign, charge or otherwise dispose of this Licence, or any of your rights or obligations arising under it, without our prior written consent.
- . 8.3 We may transfer, assign, charge, sub-contract or otherwise dispose of this Licence, or any of our rights or obligations arising under it, at any time during the term of the Licence.



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9. NOTICES

All notices given by you to us must be given to Boris Software Limited at 199 Wells Road, Bristol, BS4 2BD. We may give notice to you at either the e-mail or postal address you provided to us when purchasing the Software. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

10. EVENTS OUTSIDE OUR CONTROL

- . 10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Licence that is caused by events outside our reasonable control (**Force Majeure Event**).
- . 10.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
 - . (a) strikes, lock-outs or other industrial action;
 - . (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - . (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
 - . (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
 - . (e) impossibility of the use of public or private telecommunications networks;
 - . (f) the acts, decrees, legislation, regulations or restrictions of any government.
- . 10.3 Our performance under this Licence is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under this Licence may be



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performed despite the Force Majeure Event.

11. WAIVER

- . 11.1 If we fail, at any time during the term of this Licence, to insist upon strict performance of any of your obligations under this Licence, or if we fail to exercise any of the rights or remedies to which we are entitled under this Licence, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- . 11.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.
- . 11.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

12. SEVERABILITY

If any of the terms of this Licence are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision

will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

13. ENTIRE AGREEMENT

- . 13.1 This Licence and any document expressly referred to in it constitute the whole agreement between us and supersedes any previous arrangement, understanding or agreement between us, relating to the licensing of the Software and Documentation.
- . 13.2 We each acknowledge that, in entering into this Licence (and the documents referred to in it), neither of us relies on any statement, representation, assurance or warranty (**Representation**) of any person (whether a party to this Licence or not) other than as expressly set out in this Licence or those documents.
- . 13.3 Each of us agrees that the only rights and remedies available to us arising out of or in connection with a Representation shall be for breach of contract as provided in this Licence.
- . 13.4 Nothing in this clause shall limit or exclude any liability for fraud.

14. LAW AND JURISDICTION

This Licence, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and submitted to the non-exclusive jurisdiction of the English courts.