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13. **THIRD PARTY RIGHTS.** You agree that, for the purposes of the Contracts (Rights of Third Parties) Act 1999, Solution7's affiliates and subsidiaries are third party beneficiaries and will be entitled to enforce the terms of this Agreement against you but any changes may be made to this Agreement by Solution 7 without their consent. Save as expressly provided for in the previous sentence, this Agreement is not intended to, and does not, give to any person who is not a party to this Agreement any rights to enforce any provisions contained in this Agreement.
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15. **ASSIGNMENT.** This Agreement may not be assigned by you without the prior written approval of Solution7, but may be assigned without your consent by Solution7: (a) to a parent or direct or indirect subsidiary, (b) in an acquisition of the assets including the Software, in whole or in part, or (c) a successor by merger. Any assignment in violation of this Clause will be void.
16. **SEVERABILITY.** If any part of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Agreement will not be affected.
17. **WAIVER.** No waiver or delay by either party to this Agreement in enforcing its rights will prejudice or restrict those rights. No waiver of any right will operate as a waiver of any later right or breach. No right, power or remedy conferred on, or reserved to, either party is exclusive of any other right, power or remedy available to it, and each of those rights, powers, and remedies is cumulative.
18. **LAW and JURISDICTION.** This Agreement and its validity are governed by, and this Agreement is to be construed in accordance with, the laws of England. Any dispute arising in connection with this Agreement will be referred to the executive jurisdiction of the English courts except that if you are located in any other jurisdiction, you agree to submit to the jurisdiction of the English Courts or any other courts of Solution 7's choosing. Where you are located outside the jurisdiction of the English Courts, the address you give for service in England is that given to the Partner or Third Party for that purpose.

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(b) If you purchased your edition of the Software directly from Solution 7 (technically, purchase of a licence to use the Software), you will receive: (i) unlimited access to the features of the Software; (ii) Additional Support, defined below; (iii) Update Service, for so long as Solution 7 supports your release of your specific edition of the Software. As part of your purchase of the Software licence or Subscription, you may also be provided with certain software that, subject to the terms of this Agreement, you may store on or access via your computer. Solution 7's obligations under this Clause A.1.1 are contingent upon you installing all updates and error corrections within thirty (30) days of their being provided to you by Solution 7 (or its agents).

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## **2. Licence Grants see Clause 2**

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**(v) EVALUATION/TRIAL VERSIONS.** If you are using the Software only for evaluation purposes your use of the Software is subject to the terms of this Agreement except that the Software is provided "**AS IS**" and clauses 6.1 6.2 and 7.2 do not apply. You understand that upon expiration of your trial user licence, you must purchase a licence to the Software or sign up for the Subscription for continued use/access to the Software. BY YOUR USE OF THE TRIAL VERSION OF THE SOFTWARE YOU UNDERSTAND AND AGREE THAT AFTER THE AMOUNT OF TIME SPECIFIED IN THE SOFTWARE OR IN THE MATERIALS ACCOMPANYING THE SOFTWARE, YOU MAY NOT CONTINUE TO ACCESS AND/OR USE THE SOFTWARE OR ANY DATA YOU HAVE ENTERED INTO SUCH SOFTWARE UNLESS YOU PURCHASE THE APPROPRIATE FULL VERSION OF THE SOFTWARE OR SIGN UP FOR A SUBSCRIPTION AND THAT WE WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY IN RELATION TO ANY INABILITY TO CONTINUE TO ACCESS AND/OR USE SUCH SOFTWARE OR DATA.

## **3. Licence Restrictions, Reservation of Rights and Ownership see clause 3 and clause 7 of the General Terms of Service above.**

Only you and your employees may use the Software. YOU:

- (i) must not transfer the Software or share its use with anyone else. Nor may you use the Software for anyone else's benefit (including without limitation, using it to provide a bureau, outsourcing or application services or facilities management services). You may not sub-licence the use of the Software.
- (ii) may not copy the Software except to make a reasonable number of back-up copies, and a back-up copy may be used only by substituting it for the original copy of the Software supplied to you, for testing the Software and its integration with other applications, and for testing and implementing your disaster recovery or business continuity procedures. You must keep each back-up in a secure place, in your possession, and under your control, at all times.

- (iii) must ensure that every copy of the Software bears the copyright and other proprietary notices on the original copy of the Software. You must not remove, obliterate or modify any of those notices.
- (iv) may not modify the Software, or combine it with, or incorporate it in, any other Software. If anyone expect Solution 7 or its agent, modifies the Software, Solution 7 will be released from any obligation to provide any Support Services; and Solution 7 will be entitled to raise, and you will pay within 30 days after the date of invoice, Solution 7's additional charges for any services Solution 7 may provide in respect of the modified Software.
- (v) except as permitted under s296A(1) of the Copyright, Designs and Patents Act or any other directly applicable law, you must not disassemble, decompile, reverse engineer any of the Software to determine any design structure, concepts or methodology behind the Software, or to incorporate it in any other software or any product, or for any other purpose. You may use any information obtained during such activities only for the purpose of achieving inter-operability of the Software with another software program; may not disclose that information to any third party without first obtaining Solution 7's written consent; and may not use that information to create and software which is substantially similar to the Software.
- (vi) Will: (a) comply with, and ensure that your staff and all users comply with, all and any polices, rules, regulations, standards, protocols and procedures issued by Solution 7 or its partners to you from time to time in connection with the security of the Software from time to time; (b) ensure that each user keeps their password and any other means of identification, authentication or verification issued to them secure and confidential and does not share it with any other person. (vii) You will indemnify Solution 7 and keep it indemnified against all and any losses, costs, damages, liabilities, claims and expenses incurred by Solution 7 as a result of any breach this clause 3 (vi).

3.2 You may not assign (except as permitted under Clause A.3.3 below), any portion of the Subscription, the Software, CD(s), or related materials.

3.3 Subject to Solution 7's written approval, in its sole discretion, you may only transfer/assign your right(s) in and to your edition of the Software to a third party, or sell the computer on which the Software is installed to a third party, provided that, within fifteen (15) days of the transfer/assignment to that third party, (a) you notify Solution 7 of the transfer/assignment and complete any transfer forms required by Solution 7, (b) the third party enters into the most current version of the Agreement for the specific edition of the Software or Subscription as provided by Solution 7; and (c) the third party provides Solution 7 with complete payment information, as deemed acceptable by Solution 7, for purposes of paying the applicable charge (s) and all other charges which might be due and owing in connection with your prior use of the Subscription. If you transfer/assign your rights to your edition of the Software to any third party, you may not keep a copy of such software or any related materials/documentation for yourself.

#### **4. Cancellation Policy**

4.1 You may cancel your Subscription at any time by notifying Solution 7 of your cancellation in accordance with Clause A.6.2. Solution 7 will be entitled to raise, and you will pay within 30 days after the date of invoice, all charges owed by you under this Agreement.

4.1.1 Your cancellation will be effective by the close of your applicable Subscription Period in which Solution 7 receives your cancellation notice, however, if Solution 7 receives your notice with less than thirty (30) days left in the then existing Subscription Period, your cancellation will take effect at the close of the following Subscription Period, which in no event will exceed one (1) calendar month. By way of

example only, if your Subscription started on January 15 Year 1, and Solution 7 received your notice of cancellation on October 15 Year 2, your cancellation would be effective by November 15 Year 2. If Solution 7 received your cancellation notice after October 15 Year 2, your cancellation would be effective by December 15 Year 2 and you would be required to pay for the Subscription Period which started on November 15 Year 2.

## **5. Limited Warranty**

5.1 Solution 7 warrants that all CD(s) or other media (collectively, "CD(s)") provided to you as part of the Software or in relation to the Subscription, when under normal use, will be free from defects in material and workmanship for thirty (30) days from the date of shipment of the CD(s) to you. For CD(s) that do not operate as warranted, Solution 7 will, replace the CD(s) at no additional cost to you provided that you send Solution 7 a replacement request, the defective CD(s), and documentation evidencing the date and amount for which you subscribed to the Subscription (e.g., dated receipt, shipping invoice) under Clause A.1.1(a) or paid for the Software under Clause A.1.1(b), prior to the expiration of the thirty (30) day warranty period. If you identify a defect after the warranty period, Solution 7 may make a replacement CD(s) available if you send to Solution 7: your replacement request, the defective CD(s), and a cheque made payable to "Solution 7 Limited" in the applicable amount plus applicable tax (including without limitation VAT). You can access the cost for replacement disks by calling Solution 7 at +44 (0)1865 784650. For all orders shipped within the United Kingdom, please add all applicable VAT as well as VAT on shipping and handling based on your shipping address. Any request for the replacement of defective CD(s) (with the items identified in this Clause A.5.1) must be sent to Solution 7 as set forth at Clause A.6.2 (b).

5.2 CLAUSES 6, AND A.5 SET FORTH SOLUTION 7'S SOLE AND ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDIES IN THE EVENT OF YOUR DISSATISFACTION WITH THE SUBSCRIPTION, THE SOFTWARE, DEFECTIVE DISKS OR APPLICABLE SETUP SERVICE, UPDATE SERVICE, TECHNICAL SUPPORT/SUPPORT SERVICE PROVIDED AS PART OF OR IN CONNECTION WITH THE SUBSCRIPTION OR THE SOFTWARE.

## **6. Termination.**

6.1 Solution 7 will have the right to change delete, discontinue, or impose conditions on any feature or aspect of the Software, Subscription or services (including but not limited to internet based services, pricing, technical support options, and other product-related policies) upon notice by any means Solution 7 determines in its discretion to be reasonable, including sending you an email notification or posting information concerning any such change, addition, deletion, discontinuance or conditions in the Software and you acknowledge and agree that notice provided by Solution 7 in accordance with Clauses 9 and A.6.1 will be valid.

6.2 Notification by You to Solution 7: Any notification to be provided by you to Solution 7 under this Agreement must be made by one of the following means:

(a) E-mail: [info@solution7.co.uk](mailto:info@solution7.co.uk)

(b) Post: Customer Services Manager, Solution 7 Limited, Magdalen Centre, Oxford Science Park, OXFORD OX4 4G.