

1. Licence (Permission to Use)

1.1 You may load the Software and use it on a single computer under your control.

1.2 You may make such copies of the Software as may reasonably be necessary for back up purposes. All such copies must reproduce and include Tennants UK's copyright notice and their use shall be governed by the terms of this Licence Agreement.

2. Restrictions

2.1 You may not do any of the following, namely:-

2.1.1 use, store or copy the Software or its accompanying documentation (or any part of the Software or such documentation) except as expressly provided by this Licence Agreement;

2.1.2 rent, lease, sub-license or lend the Software or its accompanying documentation;

2.1.3 modify, adapt, merge, translate or create derivative works based on the whole or any part of the Software or its accompanying documentation; or

2.1.4 disassemble, decompile or reverse engineer the Software (or any part of the Software) except insofar as mandatorily permitted by section 50B of the Copyright, Designs and Patents Act 1988 or other applicable legislation.

3. Term

3.1 Except where you have purchased a perpetual licence, this Licence Agreement will continue for an initial period of 12 months from the date the Software is activated ("Annual Licence"). The Software will automatically deactivate at the end of that period if the Licence Agreement has not been renewed.

3.2 Provided that you are not in breach of this Licence Agreement, you may renew an Annual Licence for further 12 months periods by paying to Tennants UK before the end of the then current period a renewal fee of £400. Tennants UK shall, however, waive its renewal fee for the next 12 month period if you have purchased from Tennants UK during the then current 12 month period consumables to the value of £800.

3.3 For the purpose of clause 3.2 above, "consumables" means the materials on which the signs and other items are printed using the Software, the plastic backing materials for the signs and toner cartridges and wear parts for any printer supplied for use in connection with the Software.

3.4 Tennants UK may from time to time increase either or both of the figures referred to at clause 3.2 above by notice to you in writing. No such increase shall, however, be greater in percentage terms than the increase in the Retail Prices Index published by the Office for National Statistics plus 4 % since the date of the previous increase or, in the case of the first such increase, the date the Software is activated.

4. Termination

4.1 Tennants UK may terminate this Licence Agreement if you breach any of its terms, although if the breach is not serious and is remediable, Tennants UK will give you a reasonable opportunity to remedy it before terminating.

4.2 Upon termination of this Licence Agreement for any reason you must destroy all copies of the Software and its accompanying documentation including any Software stored on the hard disk of any computer under your control.

5. Ownership and Transfer of Licence

5.1 You only own the disk on which the Software is recorded. You may retain the disk on termination provided the Software has been erased. Tennants UK shall at all times retain ownership of the Software as recorded on the original disk and all subsequent copies of the Software regardless of form. This Licence Agreement applies to the grant of the licence only and not to the contract of sale of any items.

5.2 You may transfer the Software (complete with all its associated documentation) Licence Agreement to and the benefit of this Licence Agreement to another person or entity provided he or it has agreed to be bound by the terms of this Licence Agreement and you contemporaneously remove all copies of the Software installed on hard disk and do not retain any copies of the Software or its associated documentation. If the transferee does not accept the terms of this Licence Agreement, then this Licence Agreement shall automatically terminate. If the Software is transferred without the PC on which it was originally installed and activated, then the transferee will need to apply to Tennants UK for a new activation code.

6. Warranties

6.1 Tennants UK warrants that the disk on which the Software is supplied will be free from defects in materials and workmanship under normal use for a period of 90 days after the date on which the Software was originally supplied to you ("the Warranty Period"). If a defect in the disk shall occur during the Warranty Period it may be returned with proof of purchase to Tennants UK who will replace it free of charge.

6.2 Tennants UK warrants that the Software will perform substantially in accordance with its accompanying documentation provided that the Software is properly used on a computer and with an operating system complying with the specification in Tennants UK's user manual for the Software. If the Software does not so perform and you return the Software and its accompanying documentation together with proof of purchase and a documented example of the relevant defect or failure during the Warranty Period, Tennants UK will provide a corrected version of the Software.

6.3 The replacement and correction obligations of Tennants UK under clauses 6.1 and 6.2 above represent your sole remedies for any breach of the warranties given by Tennants UK in those clauses.

6.4 Tennants UK shall provide the support services set out at clause 8 below with reasonable care and skill.

6.5 Tennants UK does not warrant that the Software will meet your requirements; that the operation of the Software will be uninterrupted or error-free; or that signs or other items produced using the Software will comply with the law applicable to such signs or other items.

6.6 Unless otherwise agreed in writing by Tennants UK, the warranties given by Tennants UK in this clause 6 are given only to the original registered user of the Software (being the person or entity to whom the "key" to activate the Software was originally supplied).

7. LIMITATIONS OF LIABILITY

7.1 The express terms of this Licence Agreement are in lieu of all warranties, conditions, undertakings, terms and obligations implied by statute, common-law, trade usage, course of dealing or otherwise all of which are excluded to the fullest extent permitted by law.

7.2 Except in the case of death or personal injury resulting from Tennants UK's negligence or in the case of fraud by Tennants UK (in respect of which Tennants UK's liability shall be unlimited):

7.2.1 Tennants UK's total liability to you for a Default (being any breach of this Licence Agreement or any representation, statement or tortious act or omission including negligence arising under or in connection with it) shall not exceed Tennants UK's recommended retail price for the Software at the time that you purchased it or, in the case of any Default occurring after the expiry of the 12 month period referred to at clause 3.1 above, the amount of any annual renewal or support fee paid by you to Tennants UK in respect of the 12 month period in which the default occurs; and

7.2.2 Tennants UK shall not, in any event, be liable for loss of profits, goodwill or any type of special, indirect or consequential loss even if such loss was reasonably foreseeable or had been advised to Tennants UK as a possibility.

IF YOU PURCHASED THE SOFTWARE AS A CONSUMER, NOTHING CONTAINED IN THIS AGREEMENT AFFECTS YOUR STATUTORY RIGHTS

8. Support

8.1 During the Warranty Period as defined at clause 6.1 above (and any extended warranty period that you may purchase directly from Tennants UK), Tennants UK shall:

8.1.1 endeavour to resolve, through the provision of an email helpdesk facility available during the hours of 0900 to 1700 Monday – Friday (excluding English statutory holidays), any technical queries that you may have in relation to the use or operation of the Software; and

8.1.2 endeavour to correct any failure of the Software to perform substantially in accordance with its accompanying documentation provided that the Software is properly used on a computer and with an operating system complying with the specification set out in Tennants UK's user manual for the Software. Any further or additional support shall be provided at the discretion of Tennants UK and shall be subject to Tennants UK's standard charges from time to time in force.

8.2 Tennants UK shall not be obliged to provide the support referred to at clause 8.1 above:

8.2.1 if you are using any version of the Software other than the most recent version made available by Tennants UK to its licensees; or

8.2.2 if the failure of the Software to perform substantially in accordance with its accompanying documentation arises from your doing or attempting to do any of the acts referred to at clauses 2.1.3 and 2.1.4 above;

8.2.3 unless, where applicable, you can demonstrate to Tennants UK's satisfaction (generally through the production of your purchase invoice) that the Warranty Period has not yet expired.

8.3 For the avoidance of doubt, Tennants UK shall not be obliged to provide support in respect of any difficulty or problem experienced by you in using the Software which arises from any defect in or failure of the computer (including its operating system) upon or in connection with which you are using the Software (including, without limitation, where caused by a computer virus), from the use of the Software upon a computer or with an operating system that does not comply with the specification set out in Tennants UK's user manual for the Software or from operator error.

8.4 Unless otherwise agreed in writing by Tennants UK, the support services set out in this clause 8 shall be provided only to the original registered user as defined at clause 6.6.

9. General

9.1 Tennants UK may perform any or all of its obligations under this Licence Agreement through a sub-contractor.

9.2 This Licence Agreement constitutes the entire agreement between Tennants UK and you relating to its subject matter. No addition to or modification of any provision of this Licence Agreement shall be legally effective unless made in writing and signed by both you and Tennants UK.

9.3 This Licence Agreement shall be governed by English law and the English courts shall have exclusive jurisdiction over any disputes arising out of or in connection with it.