End user licence agreement

Please read this EULA carefully, as it sets out the basis upon which we license the Software for use.

At the start of the installation process of this Software, we will ask you to give your express agreement to the provisions of this EULA.

1. Definitions

1.1 Except to the extent expressly provided otherwise, in this EULA:

"**Documentation**" means the documentation for the Software made available on the Licensor's website;

"**EULA**" means this end user licence agreement, including any amendments to this end user licence agreement from time to time;

"**Effective Date**" means the date upon which the User gives the User's express consent to this EULA;

"**Force Majeure Event**" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"**Intellectual Property Rights**" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"**Licensor**" means Semata Ltd, a company incorporated in England and Wales (registration number 04129866) having its registered office at Suite 103 3 Edgar Buildings, George Street, Bath, BA1 2FJ;

"**Software**" means the software identified on the Download page of the Licensor's website;

"**Software Specification**" means the specification for the Software set out in the Documentation;

"**Term**" means the term of this EULA, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2; and

"**User**" means the person to whom the Licensor grants a right to use the Software under this EULA.

2. Term

2.1 This EULA shall come into force upon the Effective Date.

2.2   This EULA shall continue in force until 30/12/2016.

3.   Licence

3.1   The Licensor hereby grants to the User from Effective Date until the end of the Term a licence to install 3 instances of the Software, subject to the limitations and prohibitions set out and referred to in this Clause 3.

3.2   The User may not sub-license and must not purport to sub-license any rights granted under Clause 3.1.

3.3   Save to the extent expressly permitted by this EULA or required by applicable law on a non-excludable basis, any licence granted under this Clause 3 shall be subject to the following prohibitions:

(a)   the User must not sell, resell, rent, lease, loan, supply the Software;

(b)   the User must not alter, edit or adapt the Software;

(c)   the User must not decompile, de-obfuscate or reverse engineer, or attempt to decompile, de-obfuscate or reverse engineer, the Software; and

(d)   the software is a beta release, so can be used for development, but not for production. Therefore no part of the Software may be redistributed.

4.   No assignment of Intellectual Property Rights

4.1   Nothing in this EULA shall operate to assign or transfer any Intellectual Property Rights from the Licensor to the User, or from the User to the Licensor.

5.   Warranties

5.1   The Licensor warrants to the User that it has the legal right and authority to enter into this EULA and to perform its obligations under the EULA.

5.2   The User warrants to the Licensor that it has the legal right and authority to enter into this EULA and to perform its obligations under the EULA.

5.3   All of the parties' warranties and representations in respect of the subject matter of this EULA are expressly set out in this EULA. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this EULA will be implied into the EULA or any related contract.

6.   Acknowledgements and warranty limitations

6.1   The User acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this EULA, the Licensor gives no warranty or representation that the Software will be wholly free from defects, errors and bugs.

6.2   The User acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this EULA, the Licensor gives no warranty or representation that the Software will be entirely secure.

6.3 The User acknowledges that the Software is only designed to be compatible with that software specified as compatible in the Software Specification; and the Licensor does not warrant or represent that the Software will be compatible with any other software.

7. Limitations and exclusions of liability

7.1 Nothing in this EULA will:

(a) limit or exclude any liability for death or personal injury resulting from negligence;

(b) limit or exclude any liability for fraud or fraudulent misrepresentation;

(c) limit any liabilities in any way that is not permitted under applicable law; or

(d) exclude any liabilities that may not be excluded under applicable law,

and, if a party is a consumer, that party's statutory rights will not be excluded or limited by the EULA, except to the extent permitted by law.

7.2 The limitations and exclusions of liability set out in this Clause 7 and elsewhere in this EULA:

(a) are subject to Clauses 7.1 and 8.6; and

(b) govern all liabilities arising under the EULA or relating to the subject matter of the EULA, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in the EULA.

7.3 The Licensor will not be liable to the User in respect of any losses arising out of a Force Majeure Event.

7.4 The Licensor will not be liable to the User in respect of any loss of profits or anticipated savings.

7.5 The Licensor will not be liable to the User in respect of any loss of revenue or income.

7.6 The Licensor will not be liable to the User in respect of any loss of business, contracts or opportunities.

7.7 The Licensor will not be liable to the User in respect of any loss or corruption of any data, database or software.

7.8 The Licensor will not be liable to the User in respect of any special, indirect or consequential loss or damage.

8. General

8.1 No breach of any provision of this EULA shall be waived except with the express written consent of the party not in breach.

8.2 If any provision of this EULA is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the EULA will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be

deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

8.3   This EULA may not be varied except by a written document signed by or on behalf of each of the parties.

8.4   Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this EULA.

8.5   This EULA is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this EULA are not subject to the consent of any third party.

8.6   Nothing in this EULA shall exclude or limit any liability of a party for fraud or fraudulent misrepresentation, or any other liability of a party that may not be excluded or limited under applicable law.

8.7   Subject to Clauses 7.1 and 8.6, this EULA shall constitute the entire agreement between the parties in relation to the subject matter of this EULA, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

8.8   This EULA shall be governed by and construed in accordance with English law.

8.9   The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this EULA.

9.   Interpretation

9.1   In this EULA, a reference to a statute or statutory provision includes a reference to:

(a)   that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and

(b)   any subordinate legislation made under that statute or statutory provision.

9.2   The Clause headings do not affect the interpretation of this EULA.

9.3   In this EULA, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.