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This licence agreement (**Licence**) is a legal agreement between you, the person installing or downloading the Software or the entity on whose behalf a person installs or downloads the Software (**you**) and the Gill group company named as the supplier of the Software (**us** or **we** or **our**) on the Gill group company webpage, App Store or other digital distribution platform from which the Software is downloaded (the **Site**) for: (i) the installation software described on the Site (**Installation Software**); (ii) the application software described on the Site (**Application Software**); (iii) where applicable, the digital or hardware security device described on the Site to allow operation of the Software (**Security Device**); and (iv) the printed and electronic documents (**Documents**).

We license use of the Application Software and the Installation Software (together the **Software**), the Security Device and Document to you on the basis of this Licence. We do not sell the Software, the Security Device or Documents to you. We remain the owners of the Software, the Security Device and Documents at all times.

OPERATING SYSTEM REQUIREMENTS: THIS SOFTWARE REQUIRES THE OPERATING SYSTEM REQUIREMENTS SPECIFIED ON THE WEBPAGE OR WEBSITE FROM WHICH THE SOFTWARE IS DOWNLOADED.

IMPORTANT NOTICE:

- BY CLICKING "ACCEPT" BELOW TO INSTALL THE SOFTWARE YOU AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU AND YOUR EMPLOYEES. THE TERMS OF THIS LICENCE INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY IN CONDITION 5.
- IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, WE WILL NOT LICENSE THE SOFTWARE, SECURITY DEVICE AND DOCUMENTS TO YOU AND YOU MUST DISCONTINUE THE INSTALLATION PROCESS NOW BY CLICKING ON "CANCEL" BELOW. IN THIS CASE THE INSTALLATION PROCESS WILL TERMINATE AND YOU MUST IMMEDIATELY DELETE OR REMOVE THE SOFTWARE FROM ALL COMPUTER EQUIPMENT IN YOUR POSSESSION AND RETURN THE SECURITY DEVICE AND ALL ACCOMPANYING DOCUMENTS TO US TOGETHER WITH PROOF OF PAYMENT WITHIN 30 DAYS OF PURCHASE. YOUR LICENCE FEE WILL ONLY BE REFUNDED IF YOU COMPLY WITH ALL YOUR OBLIGATIONS SPECIFIED IN THIS PARAGRAPH.

You should print a copy of this Licence for future reference.

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, we hereby grant to you a non-exclusive, non-transferable licence to use the Software the Security Device(s) and the Documents on the terms of this Licence.
- 1.2 You understand that the Installation Software is a download manager that will manage the download and installation of the Application Software. All Application Software will be downloaded to a temporary directory and installed automatically.
- 1.3 You may:
 - (a) Download, install and use the Software for your internal business purposes only:

- (i) on one computer 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) provided you comply with the provisions in condition 2, make only such copies of the Installation Software as are reasonably required for back-up purposes only;
- (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 us from time to time;
- (d) use any Documents in support of the use permitted under condition 1.3 and make only such copies of the Documents as are reasonably necessary for your lawful use; and
- (e) Only use the Software in connection with product(s) approved and/or supplied by us.

2. RESTRICTIONS

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 Documents 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, the Security Device or Documents;
- (c) not to make alterations to, or modifications of, the whole or any part of the Software or the Security Device, or permit the Software or the Security Device or any part of it or them 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 and Security Device or 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 and Security Device 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 and the Security Device with another software program; and
 - (ii) is not unnecessarily disclosed or communicated without our 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 Security Device and ensure that the Software and Security Device is used by your employees and representatives in accordance with the terms of this Licence;
- (g) to include our copyright notice on all entire and partial copies you make of the Software on any medium;

- (h) not to provide or otherwise make available the Software and Security Device 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 your employees without prior written consent from us;
 - (i) to comply with all applicable technology control or export laws and regulations; and
 - (j) not to use the Software via any communications network or by means of remote access.
- 2.2 If we reasonably suspect that you have breached this Licence you shall permit us to inspect and have access to any premises, and to the computer equipment located there, at which the Software, the Security Device or the Documents are being kept or used, and any records kept pursuant to this Licence, and any records kept pursuant to this Licence for the purposes of ensuring that you are complying with the terms of this Licence, provided that we provide advance notice to you of such inspections, which shall take place at during normal business hours.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 You acknowledge that all copyright, trademarks, designs, patents, how-how or other rights in the nature of intellectual property rights (whether registered or unregistered) (**Intellectual Property Rights**) in the Software, the Security Device and the Documents anywhere in the world belong to us (or our licensors), that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software, the Security Device or the Documents other than the right to use them in accordance with the terms of this Licence.
- 3.2 You acknowledge that you have no right to have access to the Software in source code form or in unlocked coding or with comments.
- 3.3 The integrity of this Software is protected by technical protection measures (including without limitation the Security Device) (**TPM**) so that the Intellectual Property Rights, in the Software are not misappropriated. You must not attempt in any way to remove or circumvent any such TPM, nor apply or manufacture for sale or hire, import, distribute, sell or let for hire, offer or expose for sale or hire, advertise for sale or hire or have in your possession for private or commercial purposes any means the sole intended purpose of which is to facilitate the unauthorised removal or circumvention of such TPM.
- 3.4 You acknowledge and agree that the Software will, or may:
- (a) Require a Security Device to be attached to or installed in the computer in which the Software is installed before it will operate; and
 - (b) Automatically “time out” (that is to say, cease to operate) when any Security Device required to operate the Software reaches the time limit set within the Security Device.
- 3.5 If the Software fails to operate in consequence of any defect or fault in the Security Device you must notify us and at our request return the Security Device to us. We may at our option repair or replace the Security Device or terminate this Licence immediately by written notice to you. If we determine at our absolute discretion that the defect or fault in the Security Device results from you having altered or modified the Software or the Security Device, or is otherwise caused by your act or omission you shall pay our costs and expenses associated with repairing or replacing the Security Device immediately on receipt of our invoice for the same.

- 3.6 If we supply or provide any software programs proprietary to third parties (**Third Party Software**) to you, then such Third Party Software shall be supplied or provided subject to the standard terms and conditions of the proprietor of such Third Party Software at the time of supply or provision and you undertake to use such Third Party Software strictly in accordance with such terms and conditions. Third Party Software may be provided as part of or with the Software.

4. LIMITED WARRANTY

- 4.1 You warrant, represent and undertake that:
- (a) You have full capacity and authority to enter into and to perform this Licence; and
 - (b) Where you are a legal entity other than a natural person, the natural person who agrees to the terms of this Licence is your duly authorised representative.
- 4.2 We do not warrant that the use of the Software will be uninterrupted or error free.
- 4.3 Any warranty relating to products supplied by us will be set out in the appropriate terms and conditions of sale of the products supplied by us.

5. LIMITATION OF LIABILITY

- 5.1 You acknowledge that the Software has not been developed to meet your individual requirements, including (without limitation) any particular cybersecurity requirements you might be subject to under law or otherwise, and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documents meet your requirements.
- 5.2 We only supply the Software and Documents for internal use by your business, and you agree not to use the Software or Documents for any re-sale purposes.
- 5.3 We shall not under any circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence for:
- (a) loss of profits, sales, business, or revenue;
 - (b) business interruption;
 - (c) loss of anticipated savings;
 - (d) loss or corruption of data or information;
 - (e) loss of business opportunity, goodwill or reputation; or
 - (f) any special, indirect or consequential loss, damage, charges or expenses.
- 5.4 Other than the losses set out in condition 5.3 (for which we are not liable), our maximum aggregate liability under or in connection with this Licence whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to 100% of the Licence Fee. This maximum cap does not apply to condition 5.5.
- 5.5 Nothing in this Licence shall limit or exclude our liability for:
- (a) death or personal injury resulting from our negligence;
 - (b) fraud or fraudulent misrepresentation;

- (c) for any breach of our obligations implied by section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or
- (d) any other liability that cannot be excluded or limited by law.

5.6 This Licence sets out the full extent of our obligations and liabilities in respect of the supply of the Software, Security Device and Documents. Except as expressly stated in this Licence, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Software, Security Device and Documents which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

6. TERMINATION

6.1 Where the Software requires a Security Device this Licence will expire automatically when the Security Device reaches the time limit set within the Security Device unless we have agreed in writing to extend the time limit set within the Security Device (or any replacement Security Device), in which case the Licence will continue on the same terms as this Licence for such extended time limit as is set within the Security Device (or any replacement Security Device).

6.2 Where the Software does not require a Security Device this Licence will continue unless or until terminated in accordance with its terms.

6.3 We may terminate this Licence immediately by written notice to you if you commit a breach of this Licence which you fail to remedy (if remediable) within 7 days after the service of written notice requiring you to do so.

6.4 Upon termination of this Licence for any reason:

- (a) all rights granted to you under this Licence shall cease;
- (b) you must immediately cease all activities authorised by this Licence; and
- (c) you must immediately pay to us any sums due to us 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 us (at our option) all copies of the Software, the Security Device and Documents then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

7. COMMUNICATIONS BETWEEN US

7.1 We may update the terms of this Licence at any time on notice to you in accordance with this condition 7. Your continued use of the Software, Security Device and Documents following the deemed receipt and service of the notice under condition 9.1 shall constitute your acceptance of the terms of this Licence, as varied. If you do not wish to accept the terms of the Licence (as varied) you must immediately stop using and accessing the Software, Security Device and Document on the deemed receipt and service of the notice.

8. HOW WE MAY USE YOUR PERSONAL INFORMATION

8.1 Under data protection legislation, we are required to provide you with certain information about who we are, how we process the personal data of those individuals who use the Software, the Security Device and the Documents and for what purposes

and those individuals' rights in relation to their personal data and how to exercise them. This information is provided in the [Privacy Policy](#) and it is important that you read that information.

9. GENERAL

- 9.1 If we have to contact you or give you notice in writing, we will do so by email or by pre-paid post to the address you provide to us in your order for the Software.
- 9.2 Please note that any notice given by you to us, or by us to you, 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.
- 9.3 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 an Event Outside Our Control. An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation failure of public or private telecommunications networks. If an Event Outside Our Control takes place that affects the performance of our obligations under this Licence:
- (a) our obligations under this Licence will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
 - (b) we will use our reasonable endeavours to find a solution by which our obligations under this Licence may be performed despite the Event Outside Our Control.
- 9.4 All confidential information disclosed by us to you in connection with the performance of this Licence, except such information as may be generally available to the public, shall be agreed to have been disclosed in confidence and you are obliged to keep any such information as it may acquire confidential and, save to the extent required by law or by any governmental or other authority or regulatory body, not to disclose it to any other person or otherwise improperly use it either before or after the termination of this Licence except insofar as such information has entered the public domain otherwise than in breach of this condition.
- 9.5 We may transfer our rights and obligations under this Licence to another organisation, but this will not affect your rights or our obligations under this Licence.
- 9.6 You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.
- 9.7 This Licence and any document expressly referred to in it constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the parties whether written or oral relating to its the right to use the Software, Security Device and Documents. You acknowledge and agree that you have not relied on and have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Licence or any document expressly referred to in it. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Licence or any document expressly referred to in it.

- 9.8 If we fail to insist that you perform any of your obligations under this Licence, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 9.9 Each of the conditions of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 9.10 A person who is not a party to the Licence shall not have any rights under or in connection with it.
- 9.11 This Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by the laws of England and Wales. We both agree to the exclusive jurisdiction of the courts of England and Wales.