



DATAFLOW

Financial Software Solutions

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This is a licence between Customer (either as an individual an entity) and Dataflow. By signing and returning this licence to Dataflow or by installing and using this Software the Customer agrees to be bound by the terms of this licence.

No other third party, including any individual or organisation, acting as a sub-Dataflow or agent of a Dataflow is permitted to grant a licence.

The following terms and conditions will apply to the Software supplied to Customer by Dataflow and derivatives of it, including any copies.

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IF ANY OF THE SOFTWARE OR DOCUMENTATION ARE INSTALLED YOU WILL BE TREATED AS HAVING ACCEPTED THE TERMS OF THIS AGREEMENT IN FULL.

| DEFINITIONS | |
|---------------------|--|
| “Customer” | That company identified as Customer on the front of this licence |
| “Dataflow” | Dataflow (UK) Limited, Burma House, Station Path, Staines-upon-Thames, Middlesex, TW18 4LA |
| “Designated System” | The computer hardware and operating system designated by the Dataflow for use in conjunction with the Software and as specified to Dataflow by the Dataflow. |
| “Software” | The Dataflow software products including <i>dataflow</i> and related documentation identified in the Manual supplied to Customer by Dataflow. |



1. LICENCE

- 1.1. Dataflow agrees to grant, and the Customer agrees to accept on the terms laid out here in a non-exclusive licence to use a single serialised copy of the *dataflow* Software and/or any related software and printed materials supplied therewith on or in connection with additional computers.
- 1.2. A further licence must be purchased for each copy of the Software or any parts thereof which is to be used on one or more additional computers.
- 1.3. This licence is effective from the date on which you first install the Software or related documentation and continues until terminated under the provisions of 4 below.
- 1.4. The Customer may not assign sublicense or otherwise transfer either the licence granted under this agreement or the Software to which it applies without the prior written consent of Dataflow.
- 1.5. Dataflow reserves the right to sell its rights in or give licenses' to use the Software for other persons or firms.
- 1.6. Dataflow shall issue an initial passcode to grant this licence. Such passcode will allow the Customer access to the products for a period of one year. As part of the annual licence fee Dataflow shall then annually provide a new passcode for a further period.

2. SCOPE OF LICENCE

- 2.1. The Customer may use the Software on the specific number of individual Personal Computers (PC's) for which the Customer has purchased user licences;
- 2.2. The Customer may operate the Software for the Customer's own internal data processing only and not operate the Software to provide bureau services;
- 2.3. The Customer shall not transfer or duplicate the Software except in accordance with 2.10 below;
- 2.4. The Customer shall not assign, rent, reproduce, electronically distribute, timeshare or market the Software by any means;
- 2.5. The Customer shall not use the Software for any purpose other than in accordance with the terms of this licence;
- 2.6. The Customer shall not, unless expressly permitted by law: reverse engineer, disassemble, decompile or translate the object code of the Software nor attempt to or allow any other person to do any of these things;
- 2.7. The Customer shall at the termination of this licence, discontinue use and return to Dataflow the Software and all archival or other copies of the Software;
- 2.8. The Customer shall keep confidential any results of tests run on the Software;
- 2.9. The Customer shall comply fully with all relevant export laws and regulations of the United Kingdom and the European Community to assure that neither the Software nor any direct product thereof, are exported, directly or indirectly, in violation of United Kingdom and the European Community law;
- 2.10 The Customer shall be permitted to make a single archive copy, provided the Software shall not be otherwise reproduced, copied, or, except for the documentation, disclosed to others in whole or in part, and provided that the archive copy shall contain the same copyright notice and proprietary marketing including media marking, as appears on the original Software.



3. PROPRIETARY RIGHTS

- 3.1. By accepting this licence the Customer does not become the owner of the Software but the Customer does acquire the right to use the Software in accordance with the terms of this Agreement.
- 3.2. The Customer acknowledges that the Software may include products and copyrights and other intellectual property rights which are the sole and exclusive property of persons other than Dataflow and which remains the property of those persons at all times.
- 3.3. Subject to 3.2 above all copies of the Software and copyright and other intellectual property rights in the Software or any part or parts thereof (whether modified or incorporated in any third party software system under 2.3 above or not) shall remain the sole and exclusive property of Dataflow.
- 3.4. The Customer may not remove any copyright notices or proprietary legends from any of the Software or related products.

4. TERMINATION OF LICENCE

- 4.1. The Customer agrees that this licence shall automatically terminate (without any further action being required by either party) should the Customer commit any breach of this licence which is capable of being remedied and should the Customer fail to remedy such breach within 14 days after being provided with written notice specifying the nature of the breach.
- 4.2. The Customer agrees that this licence shall automatically terminate (without any further action being required by either party) should the Customer commit a breach of this licence which is not capable of being remedied.
- 4.3. The Customer agrees that this licence shall automatically terminate (without any further action being required by either party) should the Customer fail to pay to Dataflow the amount due as invoiced by Dataflow to the Customer for this Software on or by the due date specified on the invoice.
- 4.4. Upon expiration or termination of this licence all the Customers rights to use the Software as set forth in this licence shall cease except as otherwise set out in this licence.
- 4.5. The termination of this licence shall not limit either party from pursuing any other remedies available to it, including injunctive relief, nor shall such termination relieve the Customer's obligation to pay all fees that have accrued or that the Customer has agreed to pay under this licence.
- 4.6. If this licence expires or otherwise terminates the Customer shall return all supplied copies of the Software to Dataflow accompanied by a signed statement declaring that all copies of the Software for whatever purposes made have through the Customer's best endeavors been destroyed.

5. WARRANTIES

- 5.1. Except for the warranty that Dataflow has the full and unrestricted right to grant this Licence any express or implied condition or warranty statutory or otherwise including but not limited to any implied warranty or merchantability or fitness for a particular purpose is hereby expressly excluded except that where the Customer is a consumer the Customer's statutory rights are not affected.
- 5.2. Dataflow does not provide any warranty whatsoever in relation to any of the Software that has been modified in any way whatsoever by any person other than Dataflow.
- 5.3. Information given or statements made to the Customer or any other party (whether before or after the date of this agreement) shall be taken as expressions of Dataflow's expectations and not as representatives of fact.



6. DATAFLOW LIABILITY

- 6.1. To the extent it is permitted to do so by law, Dataflow accepts no liability for the Software under this licence, whether in contract, tort or otherwise, other than as set out in this licence.
- 6.2. Regardless of the form that any claim may take Dataflow's liability to the Customer or any other party shall not exceed the fee paid to Dataflow to obtain the Software. Dataflow shall not be liable for any damage injury or loss or consequential loss howsoever arising.
- 6.3. The Customer accepts that it is the Customers responsibility to select how the Software will meet the Customer's specific requirements and that the Software cannot be tested in every possible combination or operating environment. It is not warranted that the functions of the Software will meet the user's requirements or that the software operation will be error free or uninterrupted.
- 6.4. The Customer acknowledges that Dataflow shall not be liable for any damages, whether direct, indirect, incidental or consequential arising from the Customer's use or possession of the Software.
- 6.5. Statements made by Dataflow employees whether orally or in writing shall be the opinions of the employee and shall not be binding on Dataflow.

7. TESTING

- 7.1. The Customer may test the Software for not more than 14 days from the date it is first delivered to the Customer, to ensure that it meets the Customer's requirements. If the Software does not meet the Customer's requirements and/or comply with its specifications and has not been used for any purpose other than testing the Customer may return it for a full refund. Unless the Software has been returned by the twenty-first day after delivery of the Software the Customer shall be deemed to have accepted the Software and agreed that it complies with the specifications and meets the Customer's requirements on that date.

8. ASSISTANCE

- 8.1. The Customer agrees that the Customer shall supply to Dataflow such information that Dataflow reasonably requests relating to this licence including but not limited to the name, address, make/model and operating system of the designated system.

9. PROPER LAW

- 9.1. This licence shall be governed by English Law and subject to the jurisdiction of the English Courts.

10. SEVERABILITY

- 10.1. If any portion of this licence shall be declared void or unenforceable by any court or administrative body of competent jurisdiction such portion shall be deemed severable from the remainder of this licence which shall continue in all other respects valid and enforceable.

11. GENERAL

- 11.1. For the avoidance of doubt and without limitation to any other rights under this licence in the event of contravention of any clause in this licence action may be taken under the terms of the Copyright Warning.
- 11.2. This licence contains the whole agreement between the parties relating to the subject matter of this licence and will supersede all other agreements between the parties relating to that subject matter (not withstanding any other provision in any other agreement to the contrary)

