

# Corrin Software End User Licence Agreement

## **IMPORTANT – READ ALL OF THE FOLLOWING TERMS AND CONDITIONS**

**IF YOU DO NOT AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT (IN ITS ENTIRETY AND WITHOUT CHANGE TO OR ADDITION TO ITS TERMS AND CONDITIONS), THEN YOU DO NOT HAVE A LICENCE TO USE THE SOFTWARE.**

**UNAUTHORISED USE OF THE SOFTWARE WILL BE AN INFRINGEMENT OF THE COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS OF CORRIN SOFTWARE PRODUCTS LTD. SUCH INFRINGEMENT MAY LEAD TO A CIVIL ACTION AND CRIMINAL PROSECUTION.**

1. **GRANT OF LICENCE.** Corrin Software and/or its subsidiaries (referenced below as “Corrin Software”) is willing to Licence the Software to You only upon the following conditions:
  - a. You or someone acting on Your behalf and at Your direction, such as Your Reseller has:
    - i. Placed an order with Corrin Software for either an initial licence or an upgrade (such as for more users, additional modules, etc.), or a Service Plan, and Corrin Software has accepted such order and Enabled Use of the Software; and
    - ii. You have Accepted all the terms and conditions of this Agreement either before or during installation of the Program.
  - b. If You acquire an On-Premise Subscription Licence, You may Use the Software **only** for the subscription period for which Corrin Software has received Your On-Premise Subscription Licence fee.
  - c. If You purchase an On-Premise Licence, You may Use the Software **only** if You pay the required On-Premise Licence fee or fees when due.

**YOU WILL INDICATE YOUR ACCEPTANCE AND AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT BY INSTALLING, COPYING, OR USING THE SOFTWARE.**

2. **DEFINITIONS.** As used herein, the following terms have the following meaning:
  - a. **“Activation Keys”** means information required to Enable Use of the Software.
  - b. **“Affiliate”** means any entity that controls You, that You control, or that is under common control with You, where “control” means the ownership, directly or indirectly, of equity securities or other ownership interests which represents more than 50% of the voting power of such affiliate.
  - c. **“Agreement”** means this Corrin Software End User Licence Agreement.
  - d. **“Corrin Software”** means Corrin Software Products Ltd.
  - e. **“Customer Support”** means Software assistance You receive because You purchased a Service Plan or an On-Premises Subscription Licence.
  - f. **“Documentation”** means the Program specifications that are set forth in the Program help files and any release-related notes, guides or manuals Corrin Software publishes specific to the current version of the Program.
  - g. **“Enable Use”** means that Corrin Software has fulfilled the applicable software delivery process (whether by shipping tangible goods including recorded media containing the Software, enabling downloading of the Software, delivering Activation Keys for the Software, or otherwise), thereby enabling Use of the Software.
  - h. **“Licence”** means the licence hereby granted.
  - i. **“Licensee”** means the company; legal entity or person granted the Licence.
  - j. **“Maintenance Software”** means Software that Corrin Software delivers because You have purchased a Service Plan or an On-Premise Subscription Licence.
  - k. **“On-Premise Licence”** means a licence to Use the Software according to this Agreement until this Agreement terminates as described herein or You and Corrin Software agree to modify the length of Your licence.
  - l. **“On-Premise Subscription Licence”** means a licence to Use the Software and a Service Plan according to this Agreement until the specified term or subscription period ends or Your licence or this Agreement is terminated as described herein.
  - m. **“Program”** means the computer programs supplied by Corrin Software or Reseller.
  - n. **“Reseller”** means or refers to the company; legal entity or person from whom You acquired the Software.
  - o. **“Service Plan”** means a plan You purchase separately or acquire as part of the purchase of an On-Premise Subscription Licence providing You with Customer Support and/or Maintenance Software for a specified period.

- p. **"Software"** means collectively, the Program and the Documentation, and any part thereof.
- q. **"Third-Party Software"** means the software which is the property of another company or legal entity which the Software links to or is incorporated into.
- r. **"Use"** or **"Using"** means to install the Software or execute the Program.
- s. **"You"** or **"Your"** means the company; legal entity or person that Corrin Software has registered as the Licensee for the Software.

These definitions are for convenience only and shall not affect interpretation of this Agreement.

3. **LICENCE.** The Software is the Copyright of Corrin Software and contains Intellectual Property which is protected by law. Corrin Software grants You a limited, non-exclusive, non-transferable, non-sub licensable and revocable licence with the following rights:
  - a. You may install the Software on a computer system that You own or only on a computer system not owned by You if You will be the only party with access to the installed Software.
  - b. You may execute the Program during the term of Your licence or subscription (i) for its intended purpose solely in connection with the management of the business that You and Your Affiliates conduct, and (ii) solely to the extent of any and all applicable limitations (whether as to specific modules or other parts of the Program, or number of production or backup server computers) set forth in this Agreement.
  - c. You may make any number of backup copies of the Software solely for the purpose of reinstalling the Software, if reinstallation becomes necessary.
  - d. You may make copies of the Software for Use in testing environments solely for testing purposes.
  - e. You may make and install copies of the Software at a disaster recovery site for Your Use only for so long as a disaster or other emergency prevents You from Using the Software at Your original installation site.
4. **LICENCE RESTRICTIONS.** The licence contained in this Agreement does not include the right to perform, and You shall not perform, any of the following:
  - a. Except as expressly set forth in the Licence, making any copy of the Software, except as an essential step in Your licence Use thereof.
  - b. Altering, modifying, translating, decompiling, disassembling, or reverse-engineering the Software or creating any derivative work based upon the Software nor communicate the same to any third party.
  - c. Removing or obscuring any copyright or trademark notices from the Software.
  - d. Using the Program for personal, family, household, or other non-business purposes.
  - e. Use the Software for timesharing, rental or as an Application Service Provider (ASP)
  - f. Using the Software in excess of (i) the limitations set forth in this Agreement, and (ii) the number and types of users, seats or licence You purchase.
  - g. If the Software integrates or is incorporated into Third-Party Software, the Program can only be used for the version of the Third-Party Software for which the Licence was granted or for future versions of the Third-Party Software for which Activation Keys have been released with a Service Plan.
5. **ADDITIONAL RESTRICTIONS.**
  - a. Any report or report-writing software contained within the Program may be subject to a restriction such that its use may be limited to accessing only the data that is created by, or used by, the Program.
  - b. You may not export, re-export or otherwise transfer the Software in violation of any domestic or foreign laws or regulations in effect from time to time in the jurisdiction in which You are a resident or in which the Software is Used. You represent and warrant that You are not located in, under the control of, or a national or resident of, any restricted country or of any entity or person designated as restricted.
6. **LIMITED WARRANTIES.**
  - a. Corrin Software warrants that, during the ninety (90)-day period (the "Software Warranty Period") that commences on the date that Corrin Software Enabled Use of the Software, the Program when properly Used, shall perform substantially in accordance with the Documentation. Corrin Software does not warrant or represent that Your Use of the Software will be uninterrupted or error-free. If You report to Corrin Software in writing within the Software Warranty Period any nonconformity between the Documentation and the program (a "Warranty Claim"), and if Corrin Software is able to replicate and verify that such nonconformity exists, Corrin Software shall make commercially

reasonable efforts to correct such nonconformity and, if successful, shall supply You with such correction at no additional cost to You. If such efforts are unsuccessful and the nonconformity is material, this Agreement will be terminated and all fees paid to Corrin Software will be refunded in full.

- b. Corrin Software does not make or give, nor has any employee, agent, or representative of Corrin Software, nor any reseller (including Your Reseller) or any other third party, the authority to make or give, any representation or warranty in relation to the Software and all such representations and warranties, whether express or implied by law, trade, custom, course of dealing or otherwise are hereby expressly excluded.
- c. Corrin Software will have no responsibility under these limited warranties for any Software that has been modified, lost, stolen, or damaged by accident, abuse, or misapplication.

## **7. DISCLAIMERS.**

- a. CORRIN SOFTWARE, ITS RESELLERS AND SUPPLIERS DISCLAIM ANY REPRESENTATION OR WARRANTIES THAT YOUR USE OF THE SOFTWARE WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE SOFTWARE IS IN ACCORDANCE WITH APPLICABLE LAW.
- b. OTHER THAN THE EXPRESS, LIMITED WARRANTIES STATED IN SECTION 6, CORRIN SOFTWARE EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, AND GUARANTEES, OF ANY KIND OR NATURE WHATSOEVER, WHETHER EXPRESS, IMPLIED, AND STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES, CONDITIONS, OR GUARANTEES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OF NON-INFRINGEMENT OF PROPRIETARY OR INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, AND ARISING FROM CUSTOM OR TRADE USAGE OR BY ANY COURSE OF DEALING OR COURSE OF PERFORMANCE.
- c. CORRIN SOFTWARE DISCLAIMS ANY RESPONSIBILITY TO DELIVER LATER-RELEASED SOFTWARE OR RELEASE ACTIVATION KEYS FOR FUTURE RELEASES OF THIRD-PARTY SOFTWARE FOR WHICH THE SOFTWARE HAS BEEN DEVELOPED OR OTHERWISE RENDER ANY CUSTOMER SUPPORT SERVICES UNLESS INCLUDED IN A SERVICE PLAN THAT YOU HAVE PAID FOR IN FULL.

YOU MAY HAVE ADDITIONAL WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED OR DISCLAIMED. CORRIN SOFTWARE DOES NOT SEEK TO LIMIT YOUR WARRANTY RIGHTS TO ANY EXTENT NOT PERMITTED BY LAW. The provisions of Section 7 and Section 8 will survive the termination of this Agreement, however caused, but will not imply or create any continued right to Use the Software after termination of this Agreement.

## **8. EXCLUSIONS OF AND LIMITATION OF LIABILITY.**

- a. Corrin Software does not exclude or restrict its liability in negligence for death or personal injury or insofar as any exclusion or limitation of its liability is otherwise prohibited, void or unenforceable by law.
- b. Subject to Section 7.a, Corrin Software shall not be liable to You, in contract, in tort or otherwise, for any special, indirect, incidental, consequential, or punitive damages whatsoever arising out of or in connection with any act or omission of Corrin Software relating to the Software or its Use by You, even if Corrin Software has been advised of the possibility of such damages. In particular, but without prejudice to the generality of the foregoing, in no circumstances shall Corrin Software be responsible or liable to You for damages or costs incurred as a result of loss time, loss of data, loss of anticipated profits, lost opportunity cost, or loss of use of the Software, nor for damages or cost incurred in connection with obtaining substitute software, receiving support services under Your Service Plan, claims made against You by others, or similar costs.
- c. IN NO EVENT SHALL CORRIN SOFTWARE'S LIABILITY TO YOU ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE, YOUR SERVICE PLAN, OR THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED (i) THE LICENCE FEE ACTUALLY PAID TO CORRIN SOFTWARE BY YOU OR YOUR RESELLER TO PURCHASE AN ON-PREMISE LICENCE, (ii) THE ON-PREMISE SUBSCRIPTION FEES ACTUALLY PAID TO CORRIN SOFTWARE BY YOU OR YOUR RESELLER IN THE TWELVE (12) MONTHS PRECEDING YOUR CLAIM, OR (iii) THE FEES ACTUALLY PAID TO CORRIN SOFTWARE BY YOU OR YOUR RESELLER TO PURCHASE OR RENEW THE SERVICE PLAN IN EFFECT WHEN THE CLAIM AROSE. THIS LIMITATION WILL APPLY EVEN IN THE EVENT OF A FUNDAMENTAL OR MATERIAL BREACH OR A BREACH OF THE FUNDAMENTAL OR

## MATERIAL TERMS OF THIS AGREEMENT.

THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. THESE LIMITATIONS OF LIABILITY MAY NOT BE VALID IN SOME JURISDICTIONS. YOU MAY HAVE RIGHTS THAT CANNOT BE WAIVED UNDER CONSUMER PROTECTION AND OTHER LAWS. CORRIN SOFTWARE DOES NOT SEEK TO LIMIT YOUR WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.

**9. TERM AND TERMINATION.** This Agreement is effective from the date You accept it, as set forth in **Section 1**, and continues until terminated in accordance with this Section.

- a. Without prejudice to any other right or remedy of Corrin Software, Corrin Software may terminate this Agreement and the Licence granted to You without notice if You fail to comply with any term or condition of this Agreement, including but not limited to the payment of all licence fees when due. THE SOFTWARE MAY CONTAIN TECHNOLOGY THAT ALLOWS CORRIN SOFTWARE TO TERMINATE YOUR USE OF THE PROGRAM IN THE EVENT YOU MATERIALLY BREACH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, YOUR FAILURE TO PAY LICENCE FEES WHEN DUE.
- b. Upon termination of Your Licence or this Agreement You shall forthwith destroy all complete and partial copies of the Software and shall certify to Corrin Software that this has been done.
- c. All provisions of this Agreement which, in order to give full effect to their meaning, need to survive termination of this licence shall remain in full force and effect after termination of this Agreement.
- d. Your Licence and this Agreement shall forthwith and automatically terminate if the Licensee passes a resolution for winding up, or if a petition is presented for winding up the Licensee, or if the Licensee goes into liquidation, or if a receiver or administrator receiver is appointed over all or any part of the undertaking or assets of the Licensee, or if the Licensee compounds or makes any arrangement with or for the benefit of its creditors or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (or any re-enactment or further enactment thereof), or if the Licensee of any event to cease trading or upon the happening in relation to the Licensee or any event analogous to any of the foregoing under any relevant foreign jurisdiction.
- e. If You acquire an On-Premises Licence, You may terminate this Agreement at any time, at which point Your Licence hereunder will terminate.
- f. If You acquire an On-Premise Subscription Licence and You elect to terminate this Agreement or would like to reduce the number of Your On-Premise Subscription Licence, You must send Your notice of termination of reduction to Your Reseller or Corrin Software. Your On-Premises Subscription Licence will terminate, or Your Licence count will be reduced from the end of the current billing cycle. **You shall be responsible for (i) all On-Premise Subscription Licence fees that fall due, and (ii) retrieving Your data from the Software, before the termination date.**
- g. Corrin Software may at any time, without the Licensee's consent, assign the benefit and / or burden of this Agreement and Your Licence.

**10. UPDATES AND AUDIT.** The Software may contain technology which cannot be disabled which will connect to Corrin Software or service provider computer systems over the Internet using Internet protocols to recover information regarding the Software and any Third-Party Software for the purpose of:

- a. Auditing Your Use of the Software to ensure that You comply with the terms and conditions of this Agreement. If the audit reveals that You are not complying with the terms and conditions of this Agreement the Software will automatically be de-activated and Your Licence to Use the Software will be terminated as per Section 9.a of this Agreement.
- b. Checking if Maintenance Software such as bug fixes, patches, enhanced functions, missing plug-ins, and new versions are available. If the checking reveals that Maintenance Software is available then You will be prompted to download and/or install the current Maintenance Software.

By installing the Software initially, You consent to the transmission of the information regarding the Software and any Third-Party Software. This information transmitted will be restricted to the sole purpose of verifying the Software, compliance with this Agreement and any Third-Party Software.

**11. ENTIRE AGREEMENT.**

This Agreement embodies the complete and exclusive understanding between You and Corrin Software concerning the Software and supersedes any prior arrangement, understandings, promises, purchase order, confirmation, advertising, representation, agreements or other communications. This Agreement may not be modified except by a written agreement signed by You and an authorised Corrin Software representative.

**12. SEVERABILITY.**

In the event that the whole or any part of any term, condition or provision of this Agreement shall be determined invalid, unlawful, or unenforceable to any extent then such term, condition or provision (or the part thereof determined unlawful) shall be severed from the remainder of this Agreement which shall remain valid and enforceable to the fullest extent permitted by law. Any such severed term, condition or provision shall be replaced with a similar provision which conforms to applicable law and embodies as closely as possible the original intent of the parties.

**13. FORCE MAJEURE**

Corrin Software shall be under no liability to the Licensee for failure or delay in the performance of the Service Plan or any of its other obligations hereunder due, but without limitation, to or arising out of or resulting from war, rebellion, civil commotion, strikes, lock-outs and industrial disputes, fire, explosion, earthquake, Act of God, flood, drought, or bad weather, the unavailability of deliveries of equipment, Software or supplies or the requisitioning or other act or order by any Government department, council or other constituted body. Corrin Software shall further be under no liability to the Licensee in any way whatsoever for any breach of this Agreement resulting from or caused by any other circumstances or happenings (whether of the foregoing classes or not) beyond Corrin Software's reasonable control.

**14. RECIPROCITY**

In the event that the Licensee is a Reseller or supplier in the computer or software business, and is utilising the benefit of the Licence or Service Plan to provide their own customers or clients with similar services, then the Reseller or supplier shall ensure that no liability can accrue to Corrin Software under the terms of the Reseller's or supplier's contract with their client, and the Reseller or supplier shall use their best endeavours to agree with their client a contract in the same form as this Agreement with the necessary changes, or in substantially the same form and to the same effect.

**15. GOVERNING LAW AND INTERPRETATION.**

This Agreement shall be governed and constructed in all respects in accordance with English law and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.