

GOODS LICENCE TERMS AND CONDITIONS

1. General

- i. For the purpose of this agreement the customer shall be the person, firm or company to whom the goods are supplied and the supplier shall mean Pricelynx Ltd, Lovington Villa, Lovington Lane, Worcester, WR2 6QQ. Vat Registration 660767612. The licenced user of the goods shall be the customer unless otherwise agreed by the supplier.
- ii. The goods shall mean any data, software, source code, stored procedures, licenced executable program, literature or intellectual property of whatever nature associated with the goods.
- iii. Acceptance of this contract is acceptance of all terms and conditions within this contract to the exclusion of all others. The supplier does not accept orders subject to any other terms or conditions, any such terms or conditions are expressly excluded from the contract. The Customer/Licencee agrees to use the goods subject to and upon the following terms and conditions. No other Terms and Conditions shall apply unless agreed in writing by the supplier. This Agreement is governed by the laws of England and all terms and conditions shall be enforceable to the maximum extent allowable under the law.
- iv. Any disputes that may arise out of this contract will be dealt with under English law in the county of Worcestershire.
- v. If your country of origin limits or prevents any conditions herein then you should not purchase or use these goods. No licence is granted where any condition is limited or excluded.
- vi. An internet connection is required and the licencee agrees to the storage of such data as their computer HDD serial number description registered owner user to be used solely for the purpose of registration identity for licence validation.
- vii. This is a business to business contract and as such excludes standard "consumer" rights.

2. Licence Grant

All goods and literature supplied is copyright protected and a licence to use the goods is granted, within the terms and conditions herein, on a non-exclusive basis. A licence is valid for the period for which it has been purchased. A single user licence means the software may be used by a single licenced user on one computer and there should be no possibility of it being used on more than one computer or by more than one user, unless written agreement has been obtained from the supplier. A multi-user licence means the goods can be used on a number of terminals concurrently. You may use the goods on more than one Client Device within a multi-user or networked environment only if you have purchased a mutli-user licence. A separate licence is required for each user that may connect to the Server and use the goods concurrently. If the number of users that can connect to the goods can exceed the number of licences you have obtained, then you must have a reasonable mechanism in place to ensure that your use of the goods does not exceed the user limit specified for the licences you have obtained. A separate site licence is required for each site that uses the goods. The licence is not transferable.

3. Ownership

- i. The goods is protected by UK copyright laws and international treaty provisions. The supplier owns and retains all rights, title and interest in and to the goods, including all copyrights, patents, trade secret rights, trademarks and other intellectual property rights therein. Nothing shall transfer to you any title to the intellectual property in the goods, and you will not acquire any rights to the goods except as expressly set forth in this Agreement.
- ii. You may not sell, lease, licence, rent, loan or otherwise transfer the goods. You may not reverse engineer, decompile, or disassemble the goods. You may not modify, or create derivative works based upon, the goods. You may not remove any proprietary notices or labels on the goods. All rights not expressly set forth hereunder are reserved by the supplier.
- iii. The property in the goods shall remain with the supplier.

4. Modification

- i. Products. The supplier is committed to continuous improvement and reserves the right to modify its products without notice.
- ii. Terms & Conditions. The supplier reserves the right to modify its terms and conditions without notice.

5. Non-Disclosure

The licencee shall not provide or otherwise make available any licenced program, literature or intellectual property of whatever nature associated with the licenced program to any person without the prior consent of

the supplier except to employees for the proper performance of their duties. The licensee agrees to take appropriate action by instruction or agreement with its employees or other persons permitted access to the licenced program to satisfy its obligations under this agreement with respect to use, copying, protection and security of any licenced programs.

6. Warranty and Disclaimer

- i. The goods are supplied 'AS IS'.
- ii. The supplier does not supply the goods subject to any warranty, condition or stipulation, either express or implied, and any such warranty or condition either express or implied by common law or by statute is hereby expressly excluded.
- iii. The Supplier disclaims all warranties, conditions or terms either express or implied, including but not limited to implied warranties, conditions or terms of merchantability and fitness for a particular purpose with respect to the goods and the accompanying documentation.
- iv. The supplier does not warrant the accuracy of any data supplied.
- v. The customer confirms they have not and do not rely upon the suppliers, or any representatives of the supplier, skill and judgement in making their decision to use the goods and acknowledge that they have selected the goods and its general description. The customer assumes responsibility for selecting the goods to achieve their intended results, and for the installation of, use of, and results obtained from the goods.
- vi. Without limiting the foregoing provisions, the Supplier makes no warranty, condition or term that the goods will be error-free or free from interruptions or other failures or that the goods will meet your requirements.
- vii. Nothing herein shall give the customer the right to return the goods to the supplier.
- viii. Once a licence is purchased, this will be non refundable. There is no 14 day right to cancel.
- ix. The customer requests and Pricelynx accepts that the supply of the digital content begins during any cancellation period and acknowledges that the right to cancel is lost.

7. Limitation of Liability

- i. Under no circumstances and under no legal theory, whether in tort, contract, or otherwise, shall the Supplier be liable to the customer or to any other person (whether such losses or damage were foreseeable, known or otherwise) for any indirect, special, incidental, or consequential damages of any character or any claims, loss or damages for loss of goodwill, loss of profit (actual or anticipated), revenue, use of money, opportunity, loss or corruption of data, work stoppage, computer failure or malfunction, or for any and all other damages or losses, howsoever caused, whether directly or indirectly as a result of the use of the goods or arising from any shortcomings or defects in the goods supplied
- ii. The Suppliers maximum aggregate liability under this Agreement shall, in no event exceed the price the supplier charges for a licence to use the goods, even if the Supplier shall have been advised of the possibility of such damages.

8. Time and Guarantee

If a licence is purchased by the customer the goods shall be deemed to have been accepted by the purchaser as being in good order and in conformity with their requirement and no claims or refunds will be accepted thereafter.

9. Force Majeure

The supplier shall not be liable to the purchaser for any failure in respect of the agreement and to the extent that fulfilment has been prevented, hindered or delayed by any circumstances beyond their control.

10. Tax

- i. VAT is chargeable at the relevant rate in force at the time of purchase.
- ii. Customers purchasing from outside the UK.

We do not collect tax on behalf of any state or country outside of the UK. Customers outside of the UK agree to be solely liable for any local, state or country tax which may be due within their own country and to make any tax payment which may be due direct to the relevant collector of taxes for the state or country in which they reside.

11. Interest

The customer must pay interest on all overdue amounts at the rate of 8 percent per month before and after any court judgement has been entered.

12. Limitations of Software Functions

Certain application functions may require the licencing and/or use of additional products or services without which those functions may not be available or enabled.

13. Electrical Product Database Subscriptions and Payment

- i. The commencement date is the date on which the order is placed.
- ii. (a) Monthly payments. The customer must pay to the supplier the first payment on the commencement date and subsequent payments thereafter on the 1st day of each month.
(b) Annual payments. The customer must pay annually on the commencement date or any anniversaries of the commencement date thereafter.
- iii. Monthly payments will be made by bacs. Annual payments may be by bacs or online via the suppliers web site. Time is of the essence of all payments.
- iv. The customer must implement any adjustments required to monthly payments within two weeks of notification of the change or the customer will be in breach of contract.
- v. If the customer does not make a monthly payment on time the supplier may at its discretion charge a fee of £25 plus vat each time a payment is not made on time and the supplier has to request payment. On time shall mean within 7 days of the 1st day of the month.
- vi. Period of Agreement. For monthly payments the period of the database subscription agreement ends either:- (a) one month after the initial period if one of the parties gives notice to the other before the end of the initial period or (b) one month after any anniversary of the end of the initial period. For annual payments the period ends 12 months after commencement.
- vii. Termination and Damages Due on Termination
 - (a) The customer will be deemed to have repudiated this agreement if they breach it and, in the case of any obligation other than a payment obligation where time is of the essence, fail to remedy it within a reasonable time thereafter.
 - (b) The supplier may, by sending the customer prior written Termination Notice, terminate the customers service if
 - (i) the customer repudiates this agreement or
 - (ii) the supplier considers that the customer cannot pay or
 - (iii) the supplier wishes to cancel the service.

The Termination date will be the date on which the termination notice is sent.

- (c) If a termination notice is sent to the customer in accordance with condition b(i) or b(ii) above, the customer must pay the supplier, in addition to all amounts already due to the supplier, an amount equal to all payments which, but for such termination, would have fallen due after the termination date during the remainder of the period of agreement, together with all costs including legal costs on a full indemnity basis incurred by us in enforcing the terms of this agreement.
- (d) Notice of termination by the customer must be sent to the supplier by recorded delivery.