

**IMPORTANT: UNLICENSED USE OF COPYRIGHT SOFTWARE IS ILLEGAL AND CAN RESULT IN CRIMINAL PROCEEDINGS.**

**WE TREAT SOFTWARE PIRACY SERIOUSLY AND WILL NOT HESITATE TO USE ALL LEGAL MEANS AVAILABLE TO STOP IT**

**By opening this [envelope] you agree both in your own right and on behalf of any principal or employer to adhere to and abide by the following terms in respect,of the software enclosed withi it.**

**We” means [name of licensor]**

**“You” means the person opening this [envelope] including any employer or principal of such person where the software is to be licensed to such employer or principal.**

**1. Licence**

- 1.1. This Licence contains the terms on which we permit you to use the Software. It is not a contract or an agreement.
- 1.2. You only have a right to use the Software in two cases:
  - 1.2.1. The Software has been licensed to you by us or by our authorised distributor; or
  - 1.2.2. You have received a valid assignment of this licence from someone else (“a Former Owner”).
- 1.3. If you do not have a right to use as set out above, you must not use this software, or attempt to assign or grant any licence to anyone else. If you attempt to do so, you will be breaking the law and you may be pursued for damages, an injunction and you may also be subject to criminal proceedings.
- 1.4. If you received the Software from a Former Owner, you cannot obtain any greater rights to use the Software than they themselves had. If you fail to obtain the rights you expected, your remedy will be to issue proceedings against the Former Owner. For example, if the Former Owner did not hold a valid licence you will obtain no

rights to use the Software from him or her.

- 1.5. NOTE THAT THE SOFTWARE MAY CONTAIN DISABLING DEVICES DESIGNED TO PREVENT ITS UNLICENSED OPERATION.

**2. Grant Of Licence**

- 2.1. If you have a valid right to use as set out above, you may use the software providing the use falls within the permitted uses set out below, and for no other purposes. Your licence is non-exclusive and does not permit you to sub-licence.
- 2.2. The only right that this Licence grants you is to prevent us from pursuing legal proceedings against you for breach of copyright if you are using the Software within the terms of the licence. Any other rights you may have against us arise only (1) through a valid contract (if any) concluded between you and us; and (2) through operation of law. Because this is not a contract, it cannot contain any warranties and none can be construed from it.

**3. Types Of Licence**

- 3.1. This Licence will fall within one of the following categories. Because each successive holder of this Licence can gain no more rights than the previous holder, the category will be that under which the licence was obtained by the first legitimate holder of it. Details of that category will be contained on the Licence Certificate granted to the first holder. NOTE THAT POSSESSION OF THE LICENCE CERTIFICATE IS NOT CONCLUSIVE PROOF OF A VALID LICENCE. IT IS MERELY EVIDENCE OF THE RIGHTS GRANTED TO THE FIRST HOLDER OF THE LICENCE.

**3.2. Use Categories**

- 3.2.1. **Single user:** The Software may only be loaded onto one system unit and must not be configured so that it is possible for it to be used from any other system unit (except by using remote access products). It must not, in any event be possible for more than one person to use the software simultaneously.

- 3.2.2. **Multiple user:** The Software may be only loaded onto, at most, the number of system units specified in the Licence Certificate. It must not be configured so that it is possible for it to be used from any system units other than those onto which it is validly loaded (except by remote access products). It must not, in any event, be possible for more than one person to use it simultaneously. A multiple user licence can only be assigned in its entirety, and any purported assignment of a sub-set of the number of users is void.
- 3.2.3. **Site Licence:** The Software can be loaded onto all System Units located at the site specified on the Licence Certificate and used by any number of users located at that site. It must not be used from any remote location (whether by remote access software or otherwise), for which an additional licence is required. If you hold a Site Licence and wish to assign it you may only do so on the basis that either (1) the Site to which the licence refers remains the same; or (2) if you wish to use the Software at a different location, the Licence reverts to a Single user licence. In the latter case, you are advised to amend the Licence Certificate to read "single user" so as not to mislead any future licensees.
- 3.2.4. **Multiuser licence (limited user):** The Software may be loaded onto a network server provided that it cannot be used simultaneously by more than the number of users specified in the licence certificate.
- 3.2.5. **Multiuser licence (unlimited user):** The Software may be loaded onto a network server and may be used by any number of users within your organisation.
- 3.3. **Duration Categories**
- 3.3.1. **Indefinite Licence:** An indefinite licence expires upon the expiry of Copyright in all elements of the Software (unless it terminates earlier pursuant to a breach of this Agreement)
- 3.3.2. **Periodic Licence:** A periodic licence expires automatically at the end of each period referred to in the Licence

Certificate, unless it is renewed by the payment of relevant licence fees to Us. Note that in the case of a periodic licence the obligation to pay licence fees rests with the original owner unless we have entered into a contract with you to the contrary. Your contractual obligation to pay any licence fees does not assign with this Licence and remains in full force and effect unless we agree to the contrary.

4. **Permitted and Restricted Uses**

4.1. You must use only the current release of the Software, as updated and delivered to you from time to time by us.

4.2. You must not make or attempt to make any adjustment, alteration or modification to the Software.

4.3. **Permitted Uses**

In addition to the uses permitted by the category into which the Licence falls, the following also apply:

4.3.1. **Backups:** To make a reasonable number of backup copies of the software.

4.4. **Restricted Uses**

4.4.1. **Decompilation:** You are advised that before embarking on any attempt to decompile or reverse engineer the software you must contact us and give us information as to (1) why you wish to decompile the Software; (2) details of the programs you wish to cause the Software to interoperate with; (3) details of the precise information you require to enable the interoperability to take place and (4) your name, address, and sufficient information to enable us to be reasonably sure that you are a legal licensee of the Software. If we are satisfied that the proposed decompilation falls within the relevant criteria such that we cannot restrict it within the terms of the Copyright Designs and Patents Act 1988 (as amended) we shall make the information required readily available to you at a price, and on reasonable terms as to confidentiality etc.

4.4.2. YOU ARE GRANTED NO RIGHT UNDER THIS LICENCE TO DECOMPILE or REVERSE ENGINEER THE SOFTWARE.

4.4.3. Except to the extent permitted by law you are not permitted to use this software in conjunction with other software not authorised by us or to manually alter registry settings or other configuration settings not authorised by us or otherwise referred to in the software documentation.

4.5. You are entirely responsible for ensuring that the Software is used for the purpose for which the Software was designed and used by competent and duly authorised persons.

## 5. **Assignment**

5.1. If you assign this licence you are advised to give the Licence Certificate to the assignee and to give them evidence that you are a valid assignor. Once you have assigned this licence, you no longer have a right to use the software and you should destroy any copies you have of the Software (or give them to the assignee) as you will be in breach of copyright by using them or loading them.

5.2. You are reminded that termination or assignment of this licence does not necessarily result in the termination or assignment of any contract you may have with us (see the contract's terms as to whether that is the case).

## 6. **Termination**

6.1. This Licence will terminate automatically if you breach of any of its terms.

6.2. This Licence will terminate automatically if the original licensee breaches any term of the agreement under which it was granted, or if that agreement otherwise provides that this Licence terminates.

6.3. Upon termination all rights you have to use and assign the software will cease.

## 7. **Definitions**

7.1. "We" and "Us" and connected terms means the Licensor as defined in the Licence Certificate

7.2. "You" means the person seeking to use the Software

7.3. "Use" means to cause the Software (or part of it) to run, but does not, unless explicitly stated on the Licence Certificate or otherwise in writing by us, include processing any data or providing bureau or similar purposes for any other person. It expressly excludes any form of rental (as defined within the Copyright (Computer Software) Directive 1992). Rental also includes accepting any reward for permitting anyone else to use the Software.

7.4. "Software" means the software (including object code, libraries, supporting data, sample data, help files, instructions and manuals) licensed by Us.

7.5. A "user" as well as a person includes another program or macro or other automated process which uses the Software.

7.6. "Loaded" means copied onto the fixed disk or other storage device using the installation routine supplied with the software and configured for use

7.7. A "system unit" includes a stand-alone computer system including processing unit (which may or not contain multiple processor chips), data entry device (such as keyboard or microphone) and an output device (such as screen, printer or loudspeaker). It includes network computers and terminals.

7.8. Use is still "simultaneous" within the meaning of this Licence if two or more instances of the Software are running but the operating system or hardware is time-slicing the different instances.

7.9. "Network server" includes multiple network servers or disk arrays with direct network connectivity.

7.10. "We" and "us" means Darklake Developments Limited, The Senate, Southernhay Gardens, Exeter, Devon EX1 1UG (company registered in England, No 07301565, whose registered office is at 4 Old Vicarage Close, Ide, Exeter, Devon EX2 9RE).

7.11. "You" means the person (which includes a company or other business)

contracting to obtain goods, software licences or services from us

7.12. Where "you" means more than one person, each one of you is responsible, individually, for each of the obligations of all of you under this agreement.

8. **Law**

8.1. This Licence is to be construed in all respects under the Law of England and shall be subject to the exclusive jurisdiction of the English Courts.