CLICK-WRAP SOREEMENT (B2B)

PLEASE READ THIS LICENCE LLY BEFORE CONTINUING. IF YOU DO NOT ACCEPT THE TEE, YOU MUST NOT INSTALL OR USE THE SOFTWARE.

This End User Licence Agegal agreement between you, the Licensee and <<insert napany registered in England and Wales under number <<Co​mber>> whose registered office is at**] OR [**of**]** <<insert Addres

This EULA covers the <<i​and brief description, if required>> Software and the associa**[**electronic**]** Documentation. This EULA grants a licence to uDocumentation only. The Licensor does not sell or assign the ntation to you.

[After installation, this En <<insert location(s)>>.**]** It is recommended that you prinEULA for future reference.

1. **Definitions and Interpreta**
   In this EULA, unless the s, the following expressions have the following meanings:

   ["Authorised User"l authorised by you to use the

   "Documentation"brief description>> documentation he Software;

   "Licence Fee"e paid by the Licensee to <<insert ​ant reseller">>;

   "Software"t name of Software and brief d>> software;

   "Warranty Period"of the limited warranty as defined

   "you", "your"

2. **System Requirements**

   The Software requires therdware and software specification to install and operate corre

   - <<insert operating s
   - **[**<<insert additional​>**]**
   - <<insert type of con
   - <<insert processor
   - <<insert memory re
   - <<insert graphics re
   - <<insert storage re

- <<insert display res
- **[<<insert additional ... >>]**

3. **Accepting or Rejecting th**

3.1 By clicking the "Ac... ation, e.g. "below">>, you indicate your acceptance of ... ms and conditions set out herein, which will become ... ur Authorised Users**]** upon your acceptance.

3.2 By clicking the "Rej... ation, e.g. "below">>, you indicate your rejection of this ... d conditions set out herein. If you do not accept the t... his EULA, you must not install or use the Software.

4. **Ownership of the Softwar...**

4.1 The Software and ... d all intellectual property rights therein (including, ... ght) belong to the Licensor. This EULA does not gra... u) any rights of ownership in the Software or the Do... A grants you a licence to use the Software and the D... nce with the terms and conditions of this EULA only.

4.2 The Licensor also ... and all copies of the Software or the Documentation ... rty rights therein, regardless of the form in which the c...

5. **Grant and Scope of Licen...**

5.1 In consideration of ... ence Fee and your acceptance of this EULA, the Lice... you a limited, non-exclusive, non-transferable licence...

 a) **[**download, ... use the Software, in accordance with the term... EULA, for business purposes only **[**and in the ... uter or device owned, leased, or otherwise c... n a network or multiple individual computers ... nsert number>> Authorised Users simultaneou...

 b) use the Doc... e with the terms and conditions of this EULA, f... y **[**and in the UK only**]**;

 c) **[[**where the ... for installation and use on one computer o... ansfer the Software to another computer or ... e Software is not used on more than one co... eously;**]**

 OR

 c) **[**where the S... stallation on a network or multiple individual c... for use by <<insert number>> simultaneou... u may transfer the Software to different con... ded that the Software is not used simultaneou... puters or devices exceeding that number;**]]**

d) subject to C[...] <<insert number>> **[copy] OR [copies]** of [...] kup, archival, or other security purposes; an[...]

e) make **[[up** t[...] copy] OR [copies]] OR [as many copies]** of th[...] asonably required]** to support the use of the S[...] th the terms and conditions of this EULA.

5.2 **[**The licence grante[...] nds to any and all free updates, patches, fixes and s[...] ay provide.**]**

6. **Licence Restrictions**

6.1 You may not make[...] e or Documentation or any part thereof except whe[...] sary to support the normal use of the Software in a[...] LA or is necessary for backup, archival, or other s[...] out above in sub-Clauses 5.1(d) and 5.1(e).

6.2 You may not transl[...] ecompile, disassemble, modify, or create derivative wo[...] are (or any part thereof) except as expressly permitted[...] Sections 50B and 296A of the Copyright Designs a[...] rmit such actions only where they are necessary to[...] ssary to create an independent software program w[...] with the Software or with another software program ([...]'). The information obtained from such actions must n[...] purpose.

6.3 The actions describ[...] not be permitted if you:

a) already hav[...] ou the information necessary to achieve the [...]

b) do not conf[...] such acts as are necessary to achieve the [...]

c) supply the i[...] the decompiling to any person to whom it is n[...] t in order to achieve the permitted objective; or[...]

d) use the infor[...] are program which is substantially similar in its[...] re or to do any other act restricted by copyright[...]

6.4 You may not modify[...] or otherwise change the Software or Documents or a[...] ine, incorporate in, or merge the Software with any o[...]

6.5 You may not alter,[...] scure any notices of proprietary rights (including, bu[...] t) or any product identification or restrictions on or i[...] Documentation. Any and all such notices must be in[...] ies made of the Software or the Documentation, wh[...]

6.6 **[**You may not mak[...] e over a network or by any other method of remote a[...]

6.7 **[**Subject to Claus[...] y not make the Software or Documentation ava[...] ther than **[**your employees] OR [Authorised Users]]** [...] reason without the prior written

consent of the Licen...

6.8 **[**Subject to Clause ... nt, lease, sub-licence, sell, assign, pledge, or otherwise ... e or the Documentation.**]**

7. **Transfer**

[The Software and Docum ... ly to you, the Licensee. You may not rent, lease, sub-licence ... nsfer, or otherwise dispose of the Software or Documentatio ... ermanent basis, without the prior written consent of the Licen...

OR

[You may transfer the Sof ... n to another party, but only if the original Software and Doc ... all copies thereof are transferred permanently **[**and at no cha ... at party agrees to be bound by the terms of this EULA **[**and ... such agreement within <<insert period>>**]**. Upon such tran ... n any copies of the Software or Documentation.**]**

8. **Licensee's Undertakings**

You hereby undertake and ...

8.1 you will use **[**and p ... tware only in accordance with the bounds of the terms ... ULA;

8.2 you will supervise ... he Software by **[**your employees**]** **OR [**Authorised Us ... ey are notified of the terms and conditions of this EU ... nd comply with them; **[**and**]**

8.3 **[**you will keep all c ... d Documentation secure and will keep accurate and ... he number and location of such copies; and**]**

8.4 you will comply w ... rules, and regulations governing technology control a...

9. **Limited Warranty**

9.1 The Licensor warra ... ill, when used on a computer or device which meet ... nts set out above in Clause 2, materially conform ... and that the Documentation will correctly describe t ... tions in all material respects for a period of <<insert ... <<insert start of warranty period, e.g. the date of pur ... llation>> (the "Warranty Period").

9.2 If you become awa ... the Software which results in the Software failing to ... described in the Documentation and inform the Lic ... he Warranty Period, the Licensor shall, at its sole opti...

a) repair the So...

b) replace the S...

9.3 **[**The remedies av ... ub-Clause 9.2, above, may be dependent upon yo ... formation to the Licensor that the

Licensor may reaso...   ...diagnose, reproduce, and remedy
the defect or fault.**]**

9.4   The warranty grant...   ...ll not apply to the extent that any
defect or fault in t...   ...n your unauthorised alteration or
modification of the ...   ...e of the Software in breach of the
terms and condition...

10.   **Limitation of Liability**

10.1   The Software and ...   ...ided for internal business use by
you, the Licensee.

10.2   The Licensor shall ...   ...hether in contract, tort (including
negligence), breac...   ...otherwise, arising out of or in
connection with this...

a)   loss of profit...

b)   loss of sales...

c)   loss of reven...

d)   loss of agree...

e)   loss of antici...

f)   **[**loss of use ...   or data;**]**

g)   business inte...

h)   loss of busin...   on, or goodwill; or

i)   special, indir...   s, damage, charges, or expenses.

10.3   Subject to sub-Clau...   ...r which the Licensor is not liable),
and sub-Clause 10...   ...n is not excluded or limited), the
Licensor's maximu...   ...hether in contract, tort (including
negligence), breac...   ...otherwise, arising out of or in
connection with this...   to **[**£<<insert sum>>**] OR [**a sum
equal to <<insert pe...   ...nce Fee**]**.

10.4   Nothing in this Clau...   ...mit the Licensor's liability for death
or personal injury ...   ...ensor's negligence; for fraud or
fraudulent misrepre...   ...er form of liability which cannot be
limited or excluded...

11.   **No Other Warranties or L...**

11.1   This EULA sets ou...   ...censor's liabilities and obligations
with respect to the ...   ...ation. Except as expressly set out
in this EULA, the ...   ...no other conditions, warranties,
representations, gu...   ...whether express or implied.

11.2   To the fullest ext...   ...any warranties, representations,
guarantees, or othe...   ...implied or otherwise incorporated
into this EULA wh...   ...n law, or otherwise, are hereby
excluded.

11.3   In particular, the ...   ...rrant that the Software or the
Documentation will ...   ...uirements or that the operation of
the Software will be ...   ...ee (subject to the limited warranty

in Clause 9). It is y   re that the Software as described
in the Documentatic   n itself, where appropriate) meets
your requirements.

12.   **[Changes to this EULA**

12.1   The Licensor reser   the terms and conditions of this
        EULA at any time   ou. You will be notified of such
        changes by <<inser   .

12.2   By continuing to us   cumentation following receipt and
        service of notice of   ed above, you shall be deemed to
        have accepted the c

12.3   If you do not accep   LA, you must immediately stop all
        actions permitted u   ng, but not limited to, using the
        Software and Docu

13.   **Term and Termination of**

13.1   **[**This EULA is effec   u may terminate it at any time by
        fully uninstalling, de   oving the Software from any and
        all computers or   sion or control and deleting or
        destroying all copies   cumentation in your possession or
        control.**]**

13.2   The Licensor reserv   this EULA immediately on written
        notice to you in the   a material or persistent breach of
        this EULA and (if th   emedy) fail to remedy the breach
        within 14 calendar   a written notice from the Licensor
        requiring you to do

13.3   In the event that this   any reason:

        a)   All rights gra   shall discontinue;

        b)   You must i   ions permitted under this EULA
              including, bu   Software and Documentation;

        c)   You must im   stall, delete, or otherwise remove
              the Softwar   computers or devices in your
              possession;

        d)   You must im   y, or return to the Licensor (at the
              Licensor's o   oftware and Documentation in your
              possession   e Licensor requires the deletion or
              destruction   st certify to the Licensor that you
              have done s

14.   **Privacy and Data Protecti**

14.1   All personal data th   e will be collected, processed, and
        held in accordance   UK data protection legislation and
        your rights **[**and the   rs**]** thereunder.

14.2   For complete detai   lection, processing, storage, and
        retention of persona   imited to, the purpose(s) for which
        personal data is us   bases for using it, personal data

sharing (where app ights **[**and the rights of Authorised Users]** and how to e ase refer to the Licensor's <<insert name of document, ­­­­­­­­­­­­­­­­­­­­­­­­ vacy Policy, etc.>> **[**available from <<insert location>>]**

15. **Notices**

15.1 All notices under th ting and be deemed duly given if signed by, or on b ed officer of the party giving the notice.

15.2 All notices sent to y e sent by email or to the address provided by you wh t which details are provided, e.g. "registered the Soft

15.3 Notices shall be de given:

a) when delive ier or other messenger (including registered m ss hours of the recipient; or

b) when sent, i d a successful transmission report or return rec

c) on the fifth g mailing, if mailed by national ordinary mai

d) on the tent g mailing, if mailed by airmail, postage prep

16. **Assignment**

16.1 The Licensor may obligations under this EULA to another party at any Licensee under this EULA will not be affected by such

16.2 This EULA and the nder it are personal to you. Except where expressly pe , you may not transfer your rights and obligations und party without the Licensor's prior written consent.

17. **No Waiver**

No failure or delay by eith exercising any of its rights under this EULA shall be deemed ght, and no waiver by either party to this EULA of a breach EULA shall be deemed to be a waiver of any subsequent b y other provision.

18. **Entire Agreement**

18.1 This EULA **[**and an fically referred to herein]** contains the entire agreeme r and Licensee with respect to its subject matter.

18.2 This EULA superse any and all previous agreements, representations, w ssurances, and understandings between the Licens to its subject matter.

19. **Severance**

In the event that one or m[...] this EULA is or are found to be unlawful, invalid, or other[...]at or those provision(s) shall be deemed severed from the [...] The remainder of this EULA shall be valid and enforceable.

20. **Law and Jurisdiction**

20.1 This EULA (includ[...] matters and obligations arising therefrom or assoc[...] governed by, and construed in accordance with, th[...]ales.

20.2 Any dispute, contro[...]im between the Parties relating to this EULA (includi[...] matters and obligations arising therefrom or associ[...] within the jurisdiction of the courts of England and Wal[...]