

End User Licence Agreement

ConvallisCRM

IMPORTANT NOTICE

This End User License Agreement ("EULA") is a legal agreement between YOU as Licensee and Convallis Software Ltd, registered in England and Wales no. 5848053 ("CONVALLIS SOFTWARE") for the software product identified above ("the SOFTWARE"). By installing, downloading, copying, or otherwise using the SOFTWARE, YOU agree to be bound by the terms of this EULA. If YOU do not agree to the terms of this EULA, promptly return the unused SOFTWARE or delete any copies of this software in your possession. The copyright in the SOFTWARE and its documentation is owned by CONVALLIS SOFTWARE. Subject to the terms of this EULA, YOU are granted a non-exclusive right for the duration of the EULA to use the SOFTWARE. YOU do not acquire ownership of copyright or other intellectual property rights in any part of the SOFTWARE by virtue of this EULA. Your use of this software indicates your acceptance of this EULA and warranty.

License Grant

CONVALLIS SOFTWARE grants you a non-exclusive license to use this SOFTWARE, and any associated documentation, as indicated herein. If you have purchased a single license, five copies of the SOFTWARE may be used, for internal use only, by five different users ("the USERS"). If you have purchased a multiple licenses (you specified more than five users of the SOFTWARE when you purchased it), the SOFTWARE may be used, for internal purposes only, by the number of USERS authorized at the time of purchase. The SOFTWARE is in "use" by a USER when it has been loaded into the temporary memory (i.e. RAM) of the USER's computer.

The USER MAY: (a) use the SOFTWARE in a company, corporate, organization or privately; (b) make a copy of the SOFTWARE for archival purpose only; (c) install the SOFTWARE on other computers only if the number of users will not exceed the number of licenses purchased. In such a case the user must uninstall the software from the previous computer.

Restrictions

The USER MAY NOT: (a) copy and distribute the SOFTWARE or any portion of it; (b) sublicense, lease, rent, or transfer this SOFTWARE to another; (c) cause or permit reverse engineering, disassembly, decompilation or alteration of this SOFTWARE; (d) remove any product identification, copyright notices, or other notices or proprietary restrictions from this SOFTWARE; (e) copy the documentation accompanying the SOFTWARE.

Support and Maintenance

CONVALLIS SOFTWARE provides support on the SOFTWARE by mean of online help documentation and all other articles freely accessible on CONVALLIS SOFTWARE websites. Email-based and phone based support is provided by Convallis Software as part of this license.

During use of the SOFTWARE you may also report any SOFTWARE problem to CONVALLIS SOFTWARE. If CONVALLIS SOFTWARE determines that a reported reproducible error in the Software exists and significantly impairs the usability and utility of the Software, CONVALLIS SOFTWARE agrees to use reasonable commercial efforts to correct or provide a usable work-around solution in an upcoming maintenance release or update, which is made available at certain times at Convallis Software's sole discretion.

Term

This License is effective until terminated. You may terminate it at any time by destroying the SOFTWARE, together with all copies thereof. This License will also terminate if you fail to comply with any term or condition of this Agreement. Upon such termination, you agree to destroy the SOFTWARE, together with all copies thereof.

Copyright - Ownership

This SOFTWARE and its source code are proprietary products of CONVALLIS SOFTWARE and are protected by copyright and other intellectual property laws. The SOFTWARE is licensed and not sold. You acquire only the right to use the SOFTWARE and do not acquire any rights, express or implied, in the SOFTWARE other than those specified in this License. Interaction or inclusion of parts of the SOFTWARE in third-party products does not mean that the SOFTWARE, or any portion of it, is neither part of these products nor property of the companies owning these products.

Disclaimer of Warranties

CONVALLIS SOFTWARE DOES NOT WARRANT THAT: (A) THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT FUNCTIONS CONTAINED IN THE SOFTWARE WILL OPERATE IN COMBINATIONS OF SOFTWARE OR HARDWARE THAT MAY BE SELECTED FOR USE BY YOU; (B) THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; OR (C) ANY RESULTS, OUTPUT, OR DATA GENERATED BY THE SOFTWARE WILL BE FUNCTIONAL, COMPLETE OR RELIABLE. EXCEPT AS EXPRESSLY STATED IN THIS SECTION, TO THE MAXIMUM EXTENT PERMITTED BY LAW, CONVALLIS SOFTWARE SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, RELATING TO THIS AGREEMENT AND THE SOFTWARE AND ANY SERVICES PROVIDED TO YOU, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

Disclaimer of Damages

THE LIABILITY OF CONVALLIS SOFTWARE UNDER THIS AGREEMENT, REGARDLESS OF THE BASIS OF LIABILITY OR THE FORM OF ACTION, WILL NOT EXCEED THE FEES PAID TO CONVALLIS SOFTWARE FOR THE PORTION OF THE SOFTWARE OR SERVICES CAUSING THE LIABILITY. IN NO EVENT WILL CONVALLIS SOFTWARE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE, AND REGARDLESS OF WHETHER CONVALLIS

SOFTWARE HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, INCLUDING WITHOUT LIMITATION, THE USE OR INABILITY TO USE THE SOFTWARE, OR ANY RESULTS OBTAINED FROM OR THROUGH THE SOFTWARE.

Governing Law - Jurisdiction

This Agreement shall be construed, interpreted, and applied in accordance with English Law. The Courts of England shall be the exclusive forum and venue to resolve any and all disputes arising out of or relating to this Agreement.