

# Software Licence Agreement

Magi-Cut Software Ltd ("Magi-Cut"), St. Brandon's House, 29 Great George Street, Bristol BS1 5QT, United Kingdom

**THIS LICENCE TO USE THE SOFTWARE IS GRANTED ON CONDITION THAT YOU CONTINUE TO ACCEPT AND OBSERVE THE TERMS OF THIS AGREEMENT.**

In this Agreement, the term "Software" means any or all module(s) of the MAGI-CUT MODULAR computer software and/or Updates for which you have purchased licence(s), together with related product manuals, security key and all new releases and revisions of such software and manuals which may be supplied to you under applicable warranty or support services. "Updates" shall mean any improved version of the Software supplied to you under this agreement that Magi-Cut may from time to time make available with a different release number.

## **1. INTELLECTUAL PROPERTY**

1.1 The copyright and all other intellectual property rights in the Software and the related product manuals are owned by Magi-Cut or a third party and Magi-Cut reserve the right to licence the Software to any third party. The Software is protected by national copyright laws and international copyright treaties. It is licensed and not sold. You may not copy or use the Software except as stated in this Software Licence Agreement

## **2. PAYMENT, DELIVERY, INSTALLATION, AND ACCEPTANCE**

- 2.1 The Licence Fee and/or Support Fee are/is payable on signature of this agreement. Delivery of the Software will be made following receipt of the Licence Fee by Magi-Cut.
- 2.2 You, the licensee, are responsible for selecting the Software to meet your business requirements. You shall be deemed to have accepted the Software unless, within 90 days after its receipt, you return it by registered delivery to Magi-Cut, stating that the Software does not meet your requirements. In such event, Magi-Cut will refund the Licence Fee and Support Fee you have paid.
- 2.3 You are responsible for installing the Software on your computer equipment as set out in the manual or in the Software or as otherwise stated by Magi-Cut. Magi-Cut shall not be liable for any loss or damage caused as a direct or indirect result of your failure to install the software according to the terms of this clause.

## **3. SCOPE OF LICENCE**

### 3.1 PERMITTED USE:

You are hereby granted a non-exclusive licence to use the software according to the terms hereof.

- A single-user version of the Software may only be used and accessed on a single computer by a single user.
- The Software is only to be used for the purpose(s) advised to you by Magi-Cut or as set out in the manual or in the Software.
- Network versions of the Software may be used by several people concurrently, up to the maximum number of concurrent users for which you have purchased licences.
- You shall not assign or sub-licence this agreement or any obligations hereunder except with the written consent of Magi-Cut.
- You agree to keep the Software in a safe and secure environment and in good condition. In the event that there is damage to the Software or if any part of the Software is lost or stolen you shall immediately inform Magi-Cut.

### 3.2 PROHIBITED ACTS

- You may not exceed the maximum number of concurrent users for which you have licences.
- You may not copy the Software, except as reasonably necessary to support your authorised use.
- You may not copy the manuals relating to the Software.
- You may not loan, hire, rent or lease the Software to any third party on a temporary basis.
- You may not allow direct or indirect execution of any part of the Software by an application used by a third party or that exceeds the

permitted number of users, including but not limited to web-based applications.

- You may not reverse engineer, decompile or disassemble the Software except for the purposes allowed by section 50B of the Copyright Design Patents Act 1988.
- You may not transfer the Software, the security key or product manuals to any third party.

### 3.3 SECURITY KEY

- If the security key is lost or stolen Magi-Cut will supply a replacement and reserve the right to charge a fee of up to 50% of the list price of the Software that is operated by the security key.

## **4. SOFTWARE SUPPORT**

We will provide software support services ("the Support Services") to the original licensee for the Software during the support period. The support period is 12 months from (i) the date of purchase of the Software or (ii) the date of purchase of a support contract; full details of the entitlement of hours and services can be found on the Software Support Price List. Thereafter Magi-Cut reserve the right to charge for additional support on an hourly basis.

### 4.1 THE SUPPORT SERVICES COMPRISE

Assistance in the identification and resolution of faults in the Software, by telephone, email, or online remote support as appropriate during normal working hours and provision of general maintenance revisions to the Software, and the replacement of any defective hardware security key.

### 4.2 THE SUPPORT SERVICES DO NOT INCLUDE

Technical support for computer and network operating systems (e.g. DOS, Windows etc.) or any third party software or hardware; Diagnosis and repair of faults arising from malfunction of computer hardware or third party software including but not limited to parallel/serial ports, cables, printers and disk drives; Supply of Updates.

### 4.3 YOUR SUPPORT RESPONSIBILITIES

- Promptly channel all warranty support communications through a single point of contact.
- Carry out initial diagnosis of problems to eliminate those due to hardware faults and operator error.
- Install Software maintenance revisions within a reasonable time of receiving them from us.
- Ensure that your staff have an appropriate level of training for their use of the Software.

## **5. DURATION AND TERMINATION**

- 5.1 This licence will continue indefinitely unless
- (a) you fail to comply with any term or condition of this Agreement in which event it will terminate forthwith, upon which occurrence you should immediately destroy all copies of the Software supplied under this agreement and return the security key to Magi-Cut; or
- (b) you obtain a licence from Magi-Cut for an Update to the Software, in the event of which the terms of this agreement shall apply to the Update in so far as they do not conflict with any other terms of agreement made in relation to such Update. Upon the provision of the Update you agree to immediately destroy all copies of the Software supplied under this Agreement.

## **6. LIMITED WARRANTY**

- 6.1 We warrant that the Software will perform substantially in accordance with the related product manuals or as otherwise specified by Magi-Cut.
- 6.2 We will use reasonable skill and care in the provision of the Support Services.
- 6.3 We do not warrant that the Software will function properly or at all in every hardware/software environment and we make no claim about the fitness of the Software for any

particular purpose. We rely on you, the licensee, to establish that the Software is suitable for your required purpose and compatible with your hardware and software applications. No liability is accepted to any failure of the Software to function due to such incompatibility.

- 6.4 Your sole remedy for any breach of the above warranties is limited to (a) repair of the Software, (b) replacement of the Software, or (c) return of the Licence fee paid at Magi-Cut's sole discretion.
- 6.5 The warranties above will apply for an initial period of 12 months from date of purchase of the Software.
- 6.6 The above warranties will only apply if (a) you use the Software in the hardware/software environment and in the manner that are within the guidelines contained in the product manuals, and (b) you install correctly all corrections and new versions of the Software supplied to you by Magi-Cut.

## **7. LIMITATION OF LIABILITY**

- 7.1 In no event will Magi-Cut be liable for indirect, special, incidental, or consequential loss including financial loss or failure to realise benefits arising out of the use of or fault in or inability to use the Software or documentation.
- 7.2 In no event shall the total liability of Magi-Cut, howsoever arising exceed £100,000, except in the cases of personal injury or death where no such limit shall apply.
- 7.3 The liability accepted under this Clause 7 is, to the extent permissible by law, the absolute limit of our liability arising under or in connection with this Agreement or the use of the Software.
- 7.4 To the extent permitted by applicable law, all warranties, conditions or terms other than those expressly set out in this Agreement are excluded including but not limited to all implied and statutory conditions.
- 7.5 Magi-Cut will use reasonable endeavours to provide software support (where applicable) in a timely manner but shall not be liable for any loss or damage caused by delay in providing software support.

## **8. GENERAL**

- 8.1 Magi-Cut can modify the Software to improve its performance and reliability or to meet legal requirements.
- 8.2 If any Court or other competent body decides that any provision of this Agreement is void or otherwise ineffective then that provision shall be severed from this Agreement and shall not affect the validity and enforceability of any of the remaining provisions.
- 8.3 To the extent of any conflict between the terms of this Agreement and any prior agreements relating to the Software, including any purchase order terms, the terms of this Agreement shall prevail.
- 8.4 This Agreement will be governed by and interpreted in accordance with the laws of England. The parties to this Agreement hereby submit to the exclusive jurisdiction of the English Courts.