

# TERMS AND CONDITIONS

## LICENCE AGREEMENT

By using the SB ELECTRONIC SYSTEMS software program supplied to you, you agree to the terms and conditions of this Licence Agreement and to the terms and conditions contained in the S.B. Electronic Systems Limited – Standard Terms and Conditions. If there is any contradiction or conflict between the terms of this Licence Agreement and the Standard Terms and Conditions, then the terms of this Licence Agreement will have priority.

1. **GRANT OF LICENCE.** In consideration of payment of the LICENCE fee or fees which is part of the price you paid for this product and your agreement to abide by the terms and conditions of this Licence and the Limited Warranty, SB ELECTRONIC SYSTEMS LIMITED (hereinafter referred to as SB ELECTRONIC SYSTEMS), as Licensor, grants to you, the LICENSEE, a nonexclusive right to use and display each copy of the SB ELECTRONIC SYSTEMS software program (hereinafter referred to as the SOFTWARE) on a single computer (i.e. with a single CPU) at a single location so long as you comply with the terms of this Licence. SB ELECTRONIC SYSTEMS reserves all the rights not expressly granted to the LICENSEE.

2. **OWNERSHIP OF SOFTWARE.** As the LICENSEE, you own the magnetic or other physical media on which the software is originally or subsequently recorded or fixed, but an express condition of this Licence is that SB ELECTRONIC SYSTEMS retains title and ownership of the SOFTWARE recorded on the original disk copy(ies) and all subsequent copies of the SOFTWARE, regardless of the form or media in or on which the original and other copies may exist. This Licence is not a sale of the original SOFTWARE or any copy.

3. **COPY RESTRICTIONS.** This SOFTWARE and the accompanying written materials are the subject of copyright. Unauthorised copying of the SOFTWARE, including SOFTWARE which has been modified, merged, or included with other SOFTWARE, or of the written materials is expressly forbidden. You may be held legally responsible for any copyright infringement which is caused or encouraged by your failure to abide by the terms of this Licence.

Subject to the restrictions above, and if the SOFTWARE is not copy-protected, you may make one (1) copy of the SOFTWARE solely for backup purposes. You must reproduce and include the copyright notice on the backup copy.

4. **USE RESTRICTIONS.** If you have purchased a single Licence, you may physically or electronically transfer the SOFTWARE from one computer to another, provided that at all times the SOFTWARE is used by a single authorised user. If you have purchased more than one Licence, you may physically or electronically copy the SOFTWARE from one computer to another over a network, provided that at all times the total number of authorised users of the SOFTWARE does not exceed the total number of Licences purchased. You may not distribute copies of the SOFTWARE or accompanying written materials to others outside your organisation. You may not modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the SOFTWARE. You may not modify, adapt, translate, or create derivative works based on the written materials without the prior written consent of SB ELECTRONIC SYSTEMS.

5. **TRANSFER RESTRICTIONS.** This SOFTWARE is licensed only to you, the LICENSEE, and may not be transferred to anyone without the prior written consent of SB ELECTRONIC SYSTEMS. Any authorised transferee of the SOFTWARE shall be bound by the terms and conditions of this Licence and Limited Warranty. In no event may you transfer, assign, rent, lease, sell or otherwise dispose of the SOFTWARE on a temporary or permanent basis except as expressly provided herein.

6. **TERMINATION.** This Licence is effective until terminated. This Licence will terminate automatically with 7 days notice from SB ELECTRONIC SYSTEMS if you fail to comply with any provision of this Licence. Upon termination you shall destroy the written materials and all copies of the SOFTWARE including modified copies if any.

7. **UPDATE POLICY.** SB ELECTRONIC SYSTEMS may create from time to time updated versions of the SOFTWARE. At its sole option SB ELECTRONIC SYSTEMS will make such updates available to the LICENSEE and transferees who have paid the annual Support and Maintenance fee to SB ELECTRONIC SYSTEMS.

8. MISCELLANEOUS. This Licence shall be governed and construed in accordance with the laws of England.

#### **LIMITED WARRANTY AND DISCLAIMER OF WARRANTY**

The SOFTWARE and accompanying written materials (including instructions for use) are provided "as is" without warranty of any kind. Further, SB ELECTRONIC SYSTEMS does not warrant guarantee or make any representations regarding the use, or the results of use, of the SOFTWARE or written materials in terms of correctness, accuracy, reliability, currentness or otherwise. The entire risk as to the results and performance of the SOFTWARE is assumed by you. If the SOFTWARE or its written materials are defective you, and not SB ELECTRONIC SYSTEMS or its dealers distributors agents or employees, assume the entire cost of all necessary servicing repair or correction.

The above is the only warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose that is made by SB ELECTRONIC SYSTEMS on this SB ELECTRONIC SYSTEMS product. No oral or written information or advice given by SB ELECTRONIC SYSTEMS or its dealers distributors agents or employees shall create a warranty or in any way increase the scope of this warranty and you may not rely on any such information or advice.

Whilst every effort is made to ensure that the SOFTWARE and its written materials are free of defects, neither SB ELECTRONIC SYSTEMS nor anyone else who has been involved in the creation, production or delivery of this product shall be liable for any direct, indirect, consequential, or incidental damages (including damages for loss of business profits, business interruption, loss of business information and the like) arising out of the use or inability to use such product, even if SB ELECTRONIC SYSTEMS has been advised of the possibility of such damages.

#### **ACKNOWLEDGEMENT**

You acknowledge that you have read this licence and limited warranty, understand them and agree to be bound by their terms and conditions. You also agree that the licence and limited warranty are the complete and exclusive statement of agreement between the parties and supersede all proposals or prior agreements oral or written, and any other communications between the parties relating to the subject matter of the licence or limited warranty.