

# Single End-User PC Licence Agreement

## 1 INTRODUCTION

**1.1** This Licence Agreement ("Agreement") is an agreement between you and Adam Equipment Co. Ltd. Please read these terms and conditions carefully before downloading/installing any software and applicable documentation as they contain important information about your rights and obligations. It governs your use of the software ("the Software") supplied to you by Adam Equipment Co. Ltd. and related documentation. In particular, we draw your attention to clause 8 (limitation of liability).

By downloading, installing or otherwise using the Software you agree to be legally bound by this Licence Agreement (it may be modified and released on our website [www.adamdu.com](http://www.adamdu.com) without notice).

**1.2** If you do not wish to be bound by this Agreement, then you may not download or use the Software (you must remove any installed copies from your computer(s)).

## 2 LICENCE

**2.1** Specific conditions of use which apply to the type of licence you have acquired from Adam Equipment Co. Ltd. are:

**2.1.1** Evaluation Licence for chargeable Software: You may use the Software within your organisation to assess whether it meets your needs for a period of up to 14 days from its installation date. At the end of this period, if you do not purchase a licence from Adam Equipment then you must destroy all copies of the Software supplied to you, including copies installed on any computer and all related documentation.

**2.1.2** End-User PC Licence:

With a Single End-User PC Licence you may install and use one copy of the Software on a single computer. You may not share the licence between different computers, nor install it on a server based computer, nor use the Software on more than one computer at the same time. The Software is tied into a single computer by examining certain computer hardware components and producing a key based on these. The license is based on this key.

## 3 RESTRICTIONS ON USE

**3.1** You may make a reasonable number of copies of the Software solely for backup and recovery purposes. Any such copies shall in all respects be subject to the terms and conditions of this Agreement.

**3.2** You shall not make copies of the Software additional to those expressly permitted in this Licence Agreement.

**3.3** You shall not copy any written documentation accompanying the Software.

**3.4** You shall not remove or obscure any copyright and trademark notices or other proprietary notices relating to the Software. All notices must be duplicated as it appears on the Software, on all authorised copies.

**3.5** You shall not reverse engineer, decompile or disassemble the Software except to the extent expressly permitted by any applicable local laws which may over-rule this restriction.

**3.6** You may not distribute the Software to any third party.

**3.7** You may not rent, lease or transfer the Software to another individual or company.

**3.8** You shall not use the Software in any way other than in a manner specifically licensed under this Agreement.

**3.9** You shall not display the Software on a public bulletin board, website, chat room or by any other unauthorised means.

**3.10** The software is not intended for use in the operation of nuclear facilities, aircraft navigation or communication systems, or air traffic control machines, or any other safety-critical situations in which case the failure of the software could lead to death, personal injury, severe physical or environmental damage.

**3.11** Transfer of a valid licence from one computer you own to another computer you own due to computer replacement, or re-issuing a licence for the same computer due to component hardware failure may be possible by contacting Adam Equipment Co. Ltd. It will be at Adam Equipment Co. Ltd's discretion - depending upon the circumstances of the reason for transfer/re-issue.

## 4 INTELLECTUAL PROPERTY RIGHTS

The copyright, patents, trade marks and all other intellectual property rights in the Software and related documentation are owned by and remain the property of Adam Equipment Co. Ltd. and are protected by national laws and international treaty provisions. You do not obtain any rights in the Software other than those expressly granted in this Agreement.

## **5 TERMINATION**

This Agreement is effective until terminated. This Agreement will terminate automatically if you fail to comply with any provision of this Agreement. Upon notice of termination from Adam Equipment Co. Ltd. you shall destroy the documentation and all copies of the Software promptly.

## **6 UPDATE POLICY**

Adam Equipment Co Ltd. may create, from time to time, updates for certain versions of the Software. Maybe to fix bugs or release new features at Adam Equipment's discretion. Adam Equipment Co Ltd. may make any such updated versions available to licensees who have paid the update fee. If you acquire an update for your version of the ADAM DU Software then all copies of the previous version must be destroyed and not used, except for one copy which may be retained solely for archival purposes.

## **7 WARRANTY**

**7.1** Subject to the limitations upon its liability set out in clause 8, Adam Equipment Co. Ltd. warrants that:

**7.1.1** for a period of 90 days from you purchasing the Software, it will materially conform to the electronic documentation provided with it; and

**7.1.2** with respect to any physical diskette(s), the same shall be free from defects in materials and workmanship for a period of 90 days from purchase.

**7.2** In the event of notification within the warranty period stated in clause 7.1, Adam Equipment Co. Ltd. shall replace the defective Software and/or diskette(s). Your remedy for breach of the warranties set out in clause 7.1 shall be limited to replacement of the defective materials and shall not encompass any other damages.

**7.3** Save as stated herein, Adam Equipment Co. Ltd. expressly disclaims all other conditions, warranties, terms and undertakings, expressed or implied, statutory or otherwise, relating to the Software and related documentation or technical support including but not limited to warranties of quality, performance, satisfactory quality or fitness for a particular purpose.

## **8 LIMITATION OF LIABILITY**

**8.1** Nothing in this Agreement shall limit Adam Equipment Co. Ltd's liability for:

**8.1.1** fraud or other criminal act;

**8.1.2** personal injury or death caused by our negligence;

**8.1.3** any other liability that cannot be excluded by law.

**8.2** Subject to clause 8.1, Adam Equipment Co. Ltd. accepts no liability for any indirect or consequential loss or damage, or for any loss of data, profit, revenue, anticipated savings or business, however caused and even if foreseeable or made known to Adam Equipment Co. Ltd.

**8.3** Except as provided in clause 8.1, Adam Equipment Co. Ltd's maximum liability to you for any cause whatsoever will be limited to the amount paid for the Software.

## **9 SEVERABILITY**

If a Court or other competent authority decides that any provision of this Agreement is void or otherwise ineffective in whole or in part then any other part and the other terms and conditions of this Agreement shall continue in full force and effect.

## **10 THIRD PARTY RIGHTS**

The parties do not intend that any term of this Agreement shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.

## **11 ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all previous agreements, arrangements or

undertakings between the parties relating to the subject matter of this Agreement and any representations or warranties previously given or made to it.

## **12 ASSIGNMENT**

You may not assign this Agreement nor any of its rights or obligations hereunder nor sublicense the use (in whole or in part) of the Software without Adam Equipment Co. Ltd's prior consent.

## **13 NOTICES**

**13.1** All notices shall be given:

**13.1.1** to Adam Equipment Co. Ltd. via e-mail at adamdu@adamequipment.com

**13.1.2** to you at either the e-mail or postal address you provide during any ordering process.

**13.2** Notice will be deemed received when an e-mail is received in full (or else on the next business day if it is received on a weekend or a public holiday in the place of receipt) or 3 days after the date of posting.

## **14 GOVERNING LAW**

This Agreement is governed by and interpreted in accordance with English law. Any disputes or claims relating to this Agreement shall be subject to the exclusive jurisdiction of the English Courts.

## **15 U.S. GOVERNMENT RESTRICTED RIGHTS**

If the software is to be used/installed in the U.S. then the Software and documentation are provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs(c)(1),(2), and (3) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable, and any amendments thereto.