

Invenias General Terms and Conditions

1. DEFINITIONS

1.1. In these Terms, unless the context otherwise requires, the following expressions have the meanings given:

"Agreement"	these Terms and Conditions and an associated Invenias Order Form
"Confidential Information"	any information which is disclosed by either party to the other in connection with this Agreement, whether orally or in writing and whether or not expressly stated to be confidential or marked as such (including but not limited to login names, passwords, and the Customer's Data);
"Customer"	the person, firm, company, partnership or other organisation identified in the Invenias Order Form
"Customer's Data"	the Customer's data loaded, received, maintained or transmitted on the System under this Agreement (including back-up data);
"Force Majeure"	any cause affecting the performance of this Agreement arising from or attributable to any acts, events, non-happenings, commissions or accidents beyond the reasonable control of the party to perform;
"Intellectual Property Rights"	all patents, copyrights, design rights, trademarks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world;
"Invenias"	Invenias Limited (a company registered in England and Wales (registration number 5323637) whose registered office is at Davidson House, Forbury Square, Reading, Berkshire, RG1 3EU, United Kingdom) or any company which is a holding company or subsidiary of Invenias Limited and, where appropriate, its agents or sub-contractors;
"Invenias Order Form"	the Invenias Order Form completed and signed by the Customer defining the initial number of User Licences to be procured, the initial term, the initial data storage allowance, any variation to these Terms and any additional Professional Services to be provided;
"Minimum Number"	the initial number of User Licenses of the Service set out in the Invenias Order Form or as may be increased in accordance with these Terms
"Professional Services"	training and consultancy to assist with the implementation of Invenias
"Server"	Invenias (and third party supplier's) server(s) used for the purpose of providing the Services.
"Service"	The Invenias Online Service including the hardware and software belonging to Invenias and Invenias suppliers used for the provision of the Service and any required offline Invenias Software components "Services" the Service and, or, Professional Services
"Term"	the period of time during which Invenias will provide the Service to the Customer;
"Terms"	these Invenias General Terms and Conditions and any Schedules annexed;
"User"	any individual to who a Customer has allocated a User License;
"User License"	a license for the exclusive use of a named individual to use the Service. A User License may be allocated by the Customer to such individual from time to time. Such allocation shall not permit the Customer to allow more than one individual to benefit from a User License simultaneously.

1.2. Any reference to clauses or Schedules is to clauses or Schedules of this Agreement;

1.3. Any reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted;

1.4. Words importing the singular include the plural and vice versa and words importing any gender include every gender;

1.5. Any reference to "written" or "in writing" shall include faxes and emails;

1.6. Any reference to Invenias, or the Customer in this Agreement includes a reference to their successors in title and permitted assigns;

1.7. The headings to the clauses are for ease of reference only and shall not affect the interpretation or construction of this Agreement;

1.8. Any reference to a "person" shall include any person, partnership, firm, company (as defined in Section 735 Companies Act 1985), body corporate or corporation (as defined in section 740 Companies Act 1985) or organisation.

2. SUPPLY OF THE SERVICES

- 2.1. In consideration for the charges set out in the Invenias Order Form, Invenias shall supply the Services to the Customer in accordance with the provisions of this Agreement.
- 2.2. Invenias shall be entitled to:
 - 2.2.1. control, direct, and establish technical procedures for the use and supply of the Service to be followed by the Customer;
 - 2.2.2. make operational changes to the Service without giving prior notice to the Customer; and
 - 2.2.3. suspend or resume the availability of the Service over the Internet.
- 2.3. Invenias has obtained and shall maintain all necessary consents, licenses or certifications required for the provision of the Service.
- 2.4. Invenias shall directly or through its suppliers:
 - 2.4.1. promptly deal with any complaints, claims or actions relating to the Services;
 - 2.4.2. maintain reasonable safeguards to prevent the destruction, corruption or unauthorised access to the Customer's Data;
 - 2.4.3. maintain personnel adequately skilled and trained in the installation and technical support of each of the Services;
 - 2.4.4. provide Customers with reasonable access to first line support; and
 - 2.4.5. at the Customer's cost, provide such training as detailed in the Invenias Order Form to the Customer's representative appointed in accordance with clause 3.1.4.

3. CONDITIONS OF USE OF THE SERVICE BY THE CUSTOMER

- 3.1. The Customer shall:
 - 3.1.1. obtain and maintain a compatible computer system (that meets the Invenias minimum system requirements) together with any equipment, software and communication lines required for the Customer to access the Service;
 - 3.1.2. follow all reasonable instructions and procedures given by Invenias relating to the Service;
 - 3.1.3. use an up-to-date virus scanning program on all of the Customer's Data;
 - 3.1.4. appoint one or more persons, as Invenias may require, to be Invenias' primary contact who will:
 - 3.1.4.1. be required to undertake such training as is detailed in the Invenias Order Form;
 - 3.1.4.2. receive all relevant codes and other information relating to the Service (including but not limited to any changes affecting the Service, or the prices); and
 - 3.1.4.3. not disclose any of the codes received under 3.1.4.2 to anyone under any circumstances without the prior written consent of Invenias.
- 3.2. The Customer will not and shall procure that any User or any party under the Customer's control will not submit to Invenias via the Service or by any other means) any material which:-
 - 3.2.1. is libellous, defamatory, invades privacy or is obscene, pornographic or harassing;
 - 3.2.2. infringes any Intellectual Property Rights including rights of confidentiality and copyrights of any third party;
 - 3.2.3. violates any law or regulation;
 - 3.2.4. advocates illegal activity;
 - 3.2.5. advertises or otherwise solicits funds for goods or services;
 - 3.2.6. shall cause or is likely to cause harm in any degree to computer systems owned by Invenias, Invenias Suppliers or other internet users.
- 3.3. The Customer will use the Service and procure that Users use the Service in a sensible, professional and responsible manner and will not do or cause anything to be done to the Service which may disrupt the operation of the Service ,or which may expose Invenias or any Invenias customer to any claims whatsoever of any third party.
- 3.4. If in Invenias' absolute opinion there are reasonable grounds to believe that the Customer is or is likely to use the Service otherwise than in accordance with the Agreement, it may terminate the Agreement and/or suspend access to the Service
- 3.5. The Customer acknowledges that neither the Internet nor the Server is completely secure and accordingly although Invenias will use all reasonable endeavours to protect Customer Data it cannot guarantee the privacy of any of the Customer's Data.

- 3.6. 3.6.1. The Customer is entitled to increase the number of User Licenses at any time by purchasing the additional User Licenses from Invenias by the process communicated to Customer by Invenias from time to time
- 3.6.2. The Customer may also decrease the number of User Licenses by giving 30 days written notice to Invenias, provided that this number does not fall below the Minimum Number
- 3.6.3. If the Agreement is renewed in accordance with clause 13.3 the Customer will be treated as renewing with Agreement with the Minimum Number of User Licenses that are held by the Customer at the end of the period immediately prior to such renewal and this will for the purposes of clause 3.6.2 be the "Minimum Number" for the following period.

4. SOFTWARE LICENSES

- 4.1 The Customer acknowledges and agrees to the Terms and Conditions regarding the use of Invenias Software as specified in the End User License contained in Schedule 1
- 4.2 The Customer will procure the Users observe the Terms herein.

5. INDEMNITY

- 5.1. The Customer shall indemnify Invenias against any claims, proceedings, losses, liabilities, damages charges and expenses (including reasonable costs) of whatever nature arising out of or in connection with any claim or action made against Invenias relating to a breach by the Customer of its obligations under this Agreement.

6. PRICE AND PAYMENT

- 6.1. Invenias shall notify the Customer of any increase in price for the Service by giving no less than 90 days' written notice to the Customer before the end of the Term or any extension of the Term.
- 6.2. Invenias shall invoice the Customer in advance on the first day of every month, or such other day in the month as it shall desire, for the Service to be provided during that month and for any additional Professional Services provided to the Customer in the previous month or as defined in the Invenias Order Form.
- 6.3. All invoices issued shall become due and payable by the 15th day of that month.
- 6.4. Payments shall be made by Direct Debit, or other means where agreed, to the credit of a bank account designated by Invenias.
- 6.5. The charges payable under these Terms are exclusive of Value Added Tax which shall be paid by the Customer at the rate then applying.
- 6.6. If the Customer fails to make any payment on the due date then without prejudice to any other right or remedy available Invenias shall (at its option) be entitled to:-
 - 6.6.1. terminate the Agreement and/or suspend access to the Service; and/or
 - 6.6.2. charge the Customer interest (both before and after judgment) on the amount unpaid at the rate of 4% per annum above HSBC Bank Plc base rate from time to time until payment is made in full.
- 6.7. For the avoidance of doubt Invenias shall not be responsible for any loss, damage costs, expenses or other claims of the Customer or any User or any third party resulting from the suspension of the Service as set out in clause 6.6 above.

7. DATA STORAGE

- 7.1. The maximum disk storage space provided to you at no additional charge is as specified in the Invenias Order Form. If the amount of disk storage required exceeds these limits, you will be charged the then-current storage fees. Invenias will use reasonable efforts to notify you when the average storage used per license reaches approximately 90% of the maximum; however, any failure by Invenias to so notify you shall not affect your responsibility for such additional storage charges. Invenias reserves the right to establish or modify its general practices and limits relating to storage of files and Customer Data.

8. WARRANTIES AND LIMITATION OF LIABILITY

- 8.1. The Customer acknowledges that the existence of a reasonable number of errors or bugs in the Software shall not constitute a breach of this Agreement.
- 8.2. Whilst reasonable measures have been taken to ensure that the Service shall be virus-free no warranty is given that the Service is free from infection from viruses or anything else that has contaminating or destructive properties and Invenias shall have no liability in respect thereof.
- 8.3. Except as set out in this Agreement and to the extent permitted by law, Invenias disclaims all warranties with respect to the Service, either express or implied, including but not limited to any implied warranties of suitability or fitness for any particular purpose.
- 8.4. Notwithstanding the generality of 8.3 above, and subject to clause 8.5 and 8.6;
 - 8.4.1. Invenias shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any:
 - 8.4.1.1. loss of profits;
 - 8.4.1.2. loss of business;
 - 8.4.1.3. depletion of goodwill and/or similar losses;
 - 8.4.1.4. loss or corruption of data or information;
 - 8.4.1.5. pure economic loss; or
 - 8.4.1.6. special, indirect or consequential loss, costs, damages, charges or expenseshowever arising under this Agreement; and
 - 8.4.2. Invenias' total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the price paid for the Services during the [12] months preceding the date on which the claim arose.
- 8.5. In the event that any exclusion contained in this Agreement shall be held to be invalid for any reason and Invenias becomes liable for loss or damage that may lawfully be limited, such liability shall be limited to the charges paid by the Customer for the Services in the month in which the liability occurred.
- 8.6. Nothing in this Agreement shall exclude or in any way limit Invenias' liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent the same may not be excluded or limited as a matter of law.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. Invenias acknowledges and agrees that all Intellectual Property Rights vesting in the Customer shall remain vested in the Customer and nothing in this Agreement shall operate as an assignment to Invenias of such Intellectual Property Rights.
- 9.2. The Customer acknowledges and agrees that all Intellectual Property Rights vesting in Invenias and Invenias' licensors shall remain vested in such parties and nothing in this Agreement shall operate as an assignment to the Customer of such Intellectual Property Rights.
- 9.3. The Customer grants Invenias a non-exclusive licence to use the Customer Data for use in connection with providing the Services to the Customer.

10. CONFIDENTIALITY

- 10.1. Invenias and the Customer shall treat as confidential all Confidential Information and shall not, without the other party's prior written consent, disclose such Confidential Information to any person (except to such party's own employees and then only to those employees who need to know the same).
- 10.2. This clause shall not extend to information which was rightfully in the possession of such party, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause), which is trivial or obvious or which is required to be disclosed by law.
- 10.3. Each party shall ensure that its employees are aware of and comply with the provisions of this clause.
- 10.4. The obligations of confidentiality under this clause shall continue notwithstanding termination under clause 12 throughout the continuance of this Agreement and shall continue in perpetuity its termination.

11. DATA PROTECTION

- 11.1. It is acknowledged that the Customer Data contains personal data subject to the Data Protection Act 1998 ("the Act").
- 11.2. The Customer warrants and undertakes to Invenias that:
- 11.2.1. it has notified the Data Protection Commissioner in accordance with the Act;
 - 11.2.2. the Customer's Data has been obtained and processed (in so far as the Customer's Data has been processed) lawfully;
 - 11.2.3. the Services will be entirely consistent with and appropriate to the specified and lawful purposes for which the Customer has notified under the Act in respect of the Customer's Data;
 - 11.2.4. the Customer has not hitherto and will not during the continuance of this Agreement use or disclose the Customer's Data or any part thereof in a manner incompatible with the Act;
 - 11.2.5. the Customer's Data is adequate, relevant and not excessive; and
 - 11.2.6. the Customer's Data is accurate and the Customer shall keep the Customer's Data fully up to date at all times during the continuance of this Agreement.
- 11.3. 11.3. The Customer shall indemnify Invenias against any loss or damage which Invenias may sustain or incur as a result of any breach by the Customer of the provisions of this Clause.
- 11.4. 11.4. In performing its Services Invenias may process (albeit for diagnostic or investigative purposes only) the Customer's Data. Invenias hereby warrant to the Customer that in such circumstances it will in respect of any personal data observe all the obligations pertaining to a data processor under the Act and will indemnify the Customer against all breaches of the said Act by Invenias in respect of the Customer's Data.
- 11.5. 11.5. Where the Customer or Customer Data is under the jurisdiction of other applicable legislation relevant to Data Protection the Customer warrants and undertakes to Invenias that it shall fully comply with such legislation in respect of its use of the Service

12. FORCE MAJEURE

- 12.1. Invenias shall not be responsible for any delays in providing, or any failure to perform, the Services or the failure of the Internet due to any occurrence, event or cause beyond Invenias' reasonable control, which may prevent or hinder the performance of Invenias of any of its obligations under this Agreement.

13. DURATION AND TERMINATION

- 13.1. This Agreement shall commence from the earlier of the date of the Invenias Order Form or when the Service first became available to the Customer (according to Invenias' records) whether or not the Customer accessed the Service on that date.
- 13.2. This Agreement shall continue for the period as defined in the Invenias Order Form until terminated by either party giving to the other not less than 30 days' written notice expiring at any time on or after expiry of that period or any extension provided by clause 13.3.
- 13.3. This Agreement will be automatically renewed for the period as defined in the Invenias Order Form unless terminated in accordance with clause 13.2.
- 13.4. Either party may terminate this Agreement by notice in writing:-
- 13.4.1. if any distress or execution is levied on any of the other party's property or assets;
 - 13.4.2. if the other party makes or offers to make an arrangement or composition with its creditors;
 - 13.4.3. if any resolution or petition to wind up the other party's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented or if a receiver or administrative receiver of the other party's undertaking, property or assets shall be appointed or a petition be presented for the appointment of an administrator;
 - 13.4.4. if the other party ceases or ceases to cease to carry on business.
- 13.5. Invenias may terminate this Agreement if the Customer is acquired by, or sells a controlling interest to, another party who is deemed by Invenias to be a direct competitor of Invenias
- 13.6. Either party may terminate the Agreement in writing in the event that the other party commits a material breach of any term of this Agreement and (in the case of a breach capable of remedy) fails to remedy that breach within 14 days of receiving notice of the same.
- 13.7. The right to terminate this Agreement shall not prejudice any other right or remedy of either party in respect of any breach or any rights, obligations or liabilities accrued prior to termination.
- 13.8. The obligations of the parties under clauses which are of a continuing nature and capable of surviving expiry or termination of this Agreement shall continue in full force and effect notwithstanding such expiry or termination.

14. AMENDMENTS

- 14.1. Invenias may amend these Terms as required from time to time provided that Invenias will give Customers no less than 90 days' written notice of such amendments.
- 14.2. The Customer will have 14 days from receiving the notice to renew the amendments and submit any questions or concerns to Invenias, and if the Customer does not exercise this right, the Customer will be deemed to have accepted the amended Terms.

15. ASSIGNMENT

- 15.1. Subject to clause 15.2 below, neither party shall assign any of its rights or obligations under this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).
- 15.2. Invenias may assign both the benefit and burden/obligations of this Agreement:-
 - 15.2.1. to any company which at the date of the assignment is its holding company or subsidiary (as defined by s736 of the Companies Act 1985 as amended) or
 - 15.2.2. the subsidiary of any such holding company

16. NOTICES

- 16.1. Any notice or other information required or permitted to be given by either party under this Agreement shall be deemed to have been validly given if served personally on that party or if sent by first-class pre-paid post to the last known address of that party. If sent by first class pre-paid post the notice shall be deemed to have been received 2 working days after the date of posting. If any such notice or other information is given by means of e-mail, facsimile or other immediate form of communication, then notice shall be deemed to have been received on the same day, provided it is sent within normal working hours or if sent outside normal working hours on the next working day.

17. SEVERABILITY

- 17.1. If any provision of this Agreement is declared by any judicial or any other competent authority to be void, voidable, illegal or otherwise unenforceable or indications to that effect are received by either party from any competent authority then that provision shall be limited or eliminated to the minimum extent necessary so this Agreement shall otherwise remain in full force and effect and enforceable.

18. THIRD PARTIES

- 18.1. Invenias and the Customer confirm their intent not to confer any rights on any third parties by virtue of this Agreement and accordingly the Contracts (Rights of Third parties) Act 1999 shall not apply.

19. ENTIRE AGREEMENT

- 19.1. The Invenias Order Form, these Terms contain the entire agreement between the parties. The Agreement supersedes all previous correspondence or communications whether written or oral.

20. WAIVER

- 20.1. Failure by either party to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such rights nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

21. LAW

- 21.1. This Agreement shall be governed by and construed in accordance with the laws of England and the English Courts shall be exclusive jurisdiction to decide any dispute concerning this Agreement or the subject matter of this Agreement.

Schedule 1

END USER LICENSE AGREEMENT – INVENIAS SOFTWARE

IMPORTANT – READ CAREFULLY:

This End-User License (“License”) is a legal agreement between You and Invenias Limited (“Invenias”) for the Invenias software supplied (“Software”) which includes computer software, the data supplied with it and online or electronic documentation (“Documentation”).

YOU AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE BY INSTALLING, COPYING OR USING THE SOFTWARE. IF YOU DO NOT AGREE TO THESE TERMS YOU MUST NOT INSTALL, COPY OR USE THE SOFTWARE AND MUST RETURN THIS TO INVENIAS.

1. GRANT AND SCOPE OF LICENSE

- 1.1. In consideration of You agreeing to abide by the terms in this License, Invenias hereby grants to You a non-exclusive, non-transferable license to use the Software and the Documentation subject to the terms of this License.
- 1.2. You may:-
 - 1.2.1. download, install and use the Software for your internal business purposes only for use by User with a designated User License as you have or may from time to time acquire the right to use the Software in accordance with the terms of this License.
 - 1.2.2. permit any device to access and use your licensed copy of the Software for the sole purpose of providing you with technical support and maintenance services.
 - 1.2.3. receive and use any free supplementary software code or update of the Software incorporating "patches" and corrections of errors as may be provided by Invenias from time to time;
 - 1.2.4. use any Documentation in support of the use permitted under condition 1.1.

2. YOUR (LICENSEE'S) UNDERTAKINGS AND LIMITATIONS

- 2.1. Except as expressly set out in this License or as permitted by any local law, you undertake:
 - 2.1.1. not to copy the Software or Documentation except where such copying is incidental to normal use of the Software;
 - 2.1.2. not to sell, re-sell, sub-license, rent, lease, lend, translate, merge, adapt, vary or modify the Software or Documentation;
 - 2.1.3. not to make alterations to, or modifications of, the whole or any part of the Software nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
 - 2.1.4. not to reverse engineer, decompile, disassemble or create derivative works based on the whole, or any part, of the Software nor attempt to do any such things except to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation or except to extent that such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by you during such activities:
 - 2.1.4.1. is used only for the purpose of achieving inter-operability of the Software with another software program; and
 - 2.1.4.2. is not unnecessarily disclosed or communicated to any third party without Invenias' prior written consent; and
 - 2.1.4.3. is not used to create any software which is substantially similar to the Software;
 - 2.1.5. to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;
 - 2.1.6. to supervise and control use of the Software and ensure that your employees and representatives use the Software in accordance with the terms of this License;
 - 2.1.7. to include Invenias' and Invenias' licensors copyright notice on all entire and partial copies you make of the Software on any medium.
- 2.2. You must permit Invenias and its representatives, at all reasonable times and on reasonable advance notice, to inspect and have access to any premises at which the Invenias Software or the Documentation is being kept or used, to the computer equipment located there, and to any records kept pursuant to this License, for the purpose of ensuring that you are complying with the terms of this License.
- 2.3. You may not use the Service in any manner that could damage, disable, overburden or impair such services or interfere with any other party's use and enjoyment of them. You may not attempt to gain unauthorised access to any service, account, computer systems or networks associated with the Internet-based services.

- 2.4. This License applies to updates, supplements, add-on components, or Internet based service components of the Software that Invenias may provide to you or make available to you after the date you obtain your initial copy of the Software, unless they are accompanied by separate terms. Invenias reserves the right to discontinue Internet-based services provided to you or made available to you through the use of the Software.
- 2.5. You may not be able to exercise your rights to the Software under this License after a finite number of product launches unless you activate your copy of the Software in the manner described during the launch sequence. You may also need to reactivate the Software if you modify your computer hardware or alter the Software. Invenias will use those measures to confirm you have a legally licensed copy of the Software. If you do not have a User License or are not using a licensed copy of the Software, you are not allowed to install the Software and you agree to de-install the same, or allow Invenias to do so remotely (if applicable). Invenias will not collect any personally identifiable information from your device during this process.
- 2.6. The Software products may contain technology that is not fault tolerant and is not designed, manufactured, or intended for use in environments or applications in which the failure of the Software products could lead to death, personal injury, or severe physical, property or environmental damage.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1. The Software is protected by copyright laws and international treaties as well as other intellectual property laws and treaties. Invenias or its Licensors own the title, copyright and other intellectual property rights in the Software and Documentation. The Software is licensed not sold and you have no rights in, or to, the Software of the Documentation other than the right to use them in accordance with the terms of this License.
- 3.2. Your possession access or use of the Software does not transfer any ownership of any intellectual property rights to you.
- 3.3. You acknowledge that you have no right to have access to the Software in source code form or in unlocked coding or with comments.
- 3.4. The integrity of the Software is protected by Technical Protection Measures (TPM) so that the intellectual property rights, including copyright, in the Software are not misappropriated. You must not attempt in any way to remove or circumvent such TPM, nor to apply, manufacture, import, distribute, sell, let for hire, offer, expose or advertise for sale for hire or have in your possession for private or commercial purposes, any means whose sole reasonable purpose is to facilitate the unauthorised removal or circumvention of such TPM.

4. WARRANTY

- 4.1. Invenias warrants that the Software:
 - 4.1.1. Subject to clause 4.6, at the time it is made available for download will be free from defects in design, material and workmanship under normal use; and
 - 4.1.2. for a period of 90 days from the time it is made available for download will, when properly used, perform substantially in accordance with the functions described in the Documentation, and the Documentation correctly describes the operation of the Software in all material respects.
- 4.2. In the event that you discover any defect or fault in the Software in consequence of which it fails to perform substantially in accordance with the Documentation, and you notify Invenias in writing of such defect or fault making available all information that may be necessary to assist Invenias in resolving the defect or fault, Invenias shall arrange at its sole discretion do one of the following:
 - 4.2.1. repair the Software;
 - 4.2.2. replace the Software; or
- 4.3. terminate this License immediately by notice in writing to the Customer and refund any of the fees paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the Software to the date of termination) on return or de-installation (as applicable) of the Software.
 - 4.3.1. used the Software in contravention of the terms of this License;
 - 4.3.2. amended the Software;
 - 4.3.3. used the Software for a purpose or in a context other than the purpose or context for which it was designed; or
 - 4.3.4. used the Software in combination with any other software not provided by Invenias.

- 4.4. Invenias warrants that it has tested the Software for viruses using commercially available virus-checking software, consistent with current industry practice.
- 4.5. You acknowledge that the Software has not been developed to meet your individual requirements and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documentation meet your requirements.
- 4.6. You acknowledge that the Software may not be free of errors or bugs and you agree that the existence of any minor errors shall not constitute a breach of this License

5. INVENIAS' LIABILITY

- 5.1. Nothing in this License shall exclude or in any way limit Invenias' liability for fraud, or for death and personal injury caused by its negligence, or any other liability to the extent the same may not be excluded or limited as a matter of law.
- 5.2. Subject to condition 5.1, Invenias shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any:
 - 5.2.1. loss of profits;
 - 5.2.2. loss of business;
 - 5.2.3. depletion of goodwill and/or similar losses;
 - 5.2.4. loss or corruption of data or information;
 - 5.2.5. pure economic loss; or
 - 5.2.6. special, indirect or consequential loss, costs, damages, charges or expenseshowever arising under this Agreement; and
- 5.3. Subject to condition 5.1 and 5.2, Invenias' total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with this License shall be limited to a sum equal to the charges paid by you in [the month] in which the liability occurred.
- 5.4. This License sets out the full extent of Invenias' obligations and liabilities in respect of the supply of the Software and Documentation. In particular, there are no conditions, warranties, representations or other terms, express or implied, that are binding on Invenias except as specifically stated in this License. Any condition, warranty, representation or other term concerning the supply of the Software and Documentation which might otherwise be implied into or incorporated in this License, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.

6. TERMINATION

- 6.1. This License will terminate automatically on termination of the related Service Agreement or in the event provision of the Software is being terminated for any reason.
- 6.2. Invenias may terminate this License immediately on written notice to you if you commit a material or persistent breach of this License which you fail to remedy (if remediable) within 14 days after the service on you of written notice requiring you to do so.
- 6.3. On termination for any reason:
 - 6.3.1. all rights granted to you under this License shall cease;
 - 6.3.2. you must cease all activities authorised by this License; and
 - 6.3.3. you must immediately delete or remove the Software and Documentation from all computer equipment in your possession and immediately destroy or return to Invenias (at the Invenias' option) all copies of the Software and Documentation then in your possession, custody or control and, in the case of destruction, certify to Invenias that you have done so.

7. TRANSFER OF RIGHTS AND OBLIGATIONS

- 7.1. This License is binding on You and Invenias and on Your and Invenias' respective successors and assigns.
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