

End-User Licence Agreement (EULA)

You should carefully read the following terms and conditions before clicking the radio button next to the text **"I agree to the terms of this licence agreement"**. Clicking the radio button next to the text **"I agree to the terms of this licence agreement"** indicates your acceptance of these terms and conditions.

If you do not accept these terms and conditions, you should promptly uninstall any installed software, permanently delete any downloaded setup binaries, documentation and/or licence files relating to or containing the Info Technology Supply Ltd Products and return any accompanying items (including written materials and binders or other containers).which includes "Server Software" and "Client Software" for a full refund to Info Technology Supply Limited at 2 Hobbs House, Harrobian Business Village, Bessborough Road, Harrow, Middlesex, HA1 3EX, England.

1. LICENCE

Upon your acceptance Info Technology Supply Ltd grants you a non-exclusive, non-transferable, time limited licence ("the End-User Licence") to use the Info Technology Supply Ltd Products and any additional modules supplied to you by Info Technology Supply Ltd or its authorized Distributors (together "the Software") subject to the terms and conditions of this Licence. The Licence is time limited as described on our offer to you and may also be terminated by you at any time on written notice to us and by us to you on at least 14 days' notice where you are in breach of these terms. On termination all rights to use the Software shall cease.

2. FEES

2.1 The fees payable in respect of this Licence are included in the fees payable by you to Info Technology Supply Ltd or Info Technology Supply Ltd.'s authorized Distributors in respect of the Software.

3. SCOPE OF LICENCE

3.1 Use of the Server Software

(a) One copy of the Server Software may be installed on a single multi-user computer system only for the purpose of your own business. Use by your associates or group companies requires a separate licence.

(b) We will give you a licence file to enable you to access and use the Server Software for the duration of the support agreement.

(c) The end-user must note that the Server Software is only functional with a valid licence file, which is unique and non-transferable. The licence file only permits the end-user to use the Server Software during the period specified by the annual support contract, representing a time-limited licence.

(d) The reissue of licence files is only possible for subsequent periods where a support contract has been purchased or renewed.

(e) You may transfer the Server Software to another computer provided that it is removed from the computer from which it is transferred.

(f) For MyPC the Server Software may only be used to support the modules and number of computers permitted under your licence.

For R&R the Server Software may only be used to support the modules and number of departments permitted under your licence.

For Onelog the Server Software may only be used to support the modules and number of fee earners/researchers permitted under your licence.

Any attempt to defeat or circumvent these software-enforced limitations is a breach of this Licence.

3.2 Use of the Client Software:

(a) You may install the Client Software only on a specific number of computers limited to the number as permitted by Section 3.1(f) above.

3.3 You shall be entitled to make one back-up copy of the Software in machine-readable form as is reasonably necessary for operational use and security provided that you reproduce all proprietary notices on the copy (any such copy being subject to the terms and conditions of this Licence in all respects) but shall not otherwise be entitled to copy the Software or any part thereof for any purpose whatsoever.

3.4 You shall supervise and control all use of the Software according to the terms and conditions of this Licence.

3.5.1 If the Software is labelled "Not for Resale", "NFR" or "Demonstration Use Only", "Demonstration" or "Demo" you may only use it for demonstration, test or evaluation purposes.

3.6 All rights not expressly granted are reserved by Info Technology Supply Ltd. or its suppliers.

4. YOUR OBLIGATIONS

4.1 You may not:

(a) Modify, merge, translate, decompile, reverse engineer, disassemble, create derivative works based on, or copy (except for the backup copy of the Software) the Software in whole or in part except in so far as the law allows;

(b) Remove any proprietary notices, labels or marks on the Software and accompanying documentation or claim it is written by you.

(c) Rent, lease, sub-license, sell or distribute the Software;

(d) Assign or grant any other rights in the Software or accompanying documentation to any other person, except as expressly provided in this End-User Licence.

5. WARRANTY AND LIABILITY

5.1 We warrant to you that for a period of ninety days from purchase, the Software will perform substantially in accordance with the specification set out in the manual and that it will be free from defects in materials and workmanship. This warranty does not apply to defects caused by misuse, neglect, incorrect installation, or use, alteration or repair or combination by you of the Software with other software.

5.2 Any claim under the warranty given under clause 5.1 must be notified to Info Technology Supply Ltd.'s authorised Distributor where the Software was provided by the authorised Distributor, or otherwise to Info Technology Supply Ltd within the ninety day warranty period, with a brief description of the defect. Any replacement will be warranted for a further ninety-day period. This warranty does not affect any statutory rights of any consumer in any way.

5.3 Other than as provided above and required by law, we exclude all other implied warranties, limit our liability to you to the fee paid and exclude all liability for consequential, indirect loss and loss of profit arising from any breach of this Agreement. However we do not exclude liability for death and personal injury caused by our negligence nor for fraud. We are not liable for any failure to comply with this Licence from circumstances beyond our reasonable control.

6. PERSONAL DATA

6.1 As stated on our privacy policy at <http://www.its-group.com/company/privacy> to which you should make reference and which is incorporated as part of this Licence, where you supply us with personal data such as your name and email address ("Data") we will process your Data. We are entitled to use this Data to process your order, manage this Licence and provide any required technical support.

Unless you use Onelog Mobile/Volarian, we do not store any personally identifiable information about you. If you use Onelog Mobile an individual account is created for you in our cloud service to enable your mobile devices to access the service. This stores your email address and/or authentication details for use of the product. For Volarian the query management/helpdesk/reference tracking service is a cloud service which uses your email address as your logon details and stores these along with details of your support issue/query. You may choose to store your first and last name on this service. 6.2 You consent to our using external contractors to whom we will supply the Data and to supplying the Data outside the UK/EEA for backup purposes, storage and to enable servicing to be undertaken including by our contractors or employees who work outside those areas. We take responsibility for the conduct of our contractors. Do not supply us with any Data which you are not entitled to do. You are required to ensure your employees and other workers whose data you supply to us have agreed to its use in accordance with these terms. We do not sell any Data to any third parties. If we send you a marketing email we will give you an "unsubscribe" option to cease to receive future such emails.

7. INTELLECTUAL PROPERTY

The Software is protected by intellectual property law. You may not remove any copyright or other notice from it nor use it otherwise than is permitted above in this Licence. The Software is owned by Info Technology Supply Ltd and/or its licensors.

8. GENERAL

This Licence is subject to English law and any disputes will be subject to the non-exclusive jurisdiction of the English courts. We may vary these terms by sending you a revised Licence agreement from time to time such as when we need to change them to reflect changes in the law