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BY PROCEEDING TO DOWNLOAD ANY SOFTWARE FROM THIS WEBSITE YOU AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU AND YOUR EMPLOYEES. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, WE ARE UNWILLING TO LICENSE THE SOFTWARE TO YOU AND YOU MUST DISCONTINUE THE DOWNLOADING PROCESS NOW BY CLICKING ON THE "REJECT" BUTTON BELOW.

1. GRANT AND SCOPE OF LICENCE

1.1 In consideration of you agreeing to abide by the terms of this Licence, the Licensor hereby grants to you a non-exclusive, non-transferable licence to use the Software on the terms of this Licence.

1.2 Where you have been provided with the Software on a 30 day trial period (**Trial Period**) only, you acknowledge and agree that the Software will, or may, automatically 'time out' (cease to operate) at the end of the Trial Period if you have not at that time accepted a full licence of the Software, by paying the relevant licence fee (**Licence Fee**).

1.3 You may:

- (a) download, install and use the Software for your internal business purposes only either (as agreed between the parties):
 - (i) on one CPU if the Licence is a single-user licence or the Software is for single use; or
 - (ii) if the Licence is a multi-user or network licence, by the number of concurrent users agreed between you and us;
- (b) transfer the Software from one computer to another provided it is used on only one computer at any one time;
- (c) receive and use any free supplementary software code or update of the Software incorporating "patches" and corrections of errors as may be provided by the Licensor from time to time.

2. LICENSEE'S UNDERTAKINGS

2.1 Except as expressly set out in this Licence or as permitted by any local law, you undertake:

- (a) not to copy the Software except where such copying is incidental to normal use of the Software, or where it is necessary for the purpose of back-up or operational security;
- (b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software;
- (c) 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;
- (d) not to disassemble, decompile, reverse engineer or create derivative works based on, the whole or any part of the Software nor attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program;
- (e) 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;
- (f) to supervise and control use of the Software and ensure that the Software is used by your employees and representatives in accordance with the terms of this Licence;
- (g) to replace the current version of the Software with any updated or upgraded version or new release provided by the Licensor under the terms of this Licence immediately on receipt;
- (h) to include the copyright notice of the Licensor on all entire and partial copies you make of the Software on any medium;
- (i) not to provide or otherwise make available the Software in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person other than your employees without prior written consent from the Licensor.

2.2 You must permit the Licensor and its representatives, at all reasonable times and on reasonable advance notice, to inspect and have access to any premises at which the Software is being kept or used, to the computer equipment located there, and to any records kept pursuant to this Licence, for the purpose of ensuring that you are complying with the terms of this Licence.

3. SUPPORT

- 3.1 During the Warranty Period referred to in clause 5.1, the Licensor's technical support staff will endeavour to answer by email any queries which you, as the original purchaser, may have regarding the use or application of the Software. You shall be required to notify the Licensor by email to its support email address (details of which appear on its website contact page) and the Licensor shall use its best endeavours to provide a 72 hour response to facilitate remedy of any issue in accordance with the provisions of clause 5.4.
- 3.2 If you require any support or maintenance services for the Software outside the Warranty Period, or to receive a premium level of support service, you will be required to enter into our separate Support and Maintenance Agreement.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 You acknowledge that all intellectual property rights in the Software anywhere in the world belong to the Licensor, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software other than the right to use them in accordance with the terms of this Licence.
- 4.2 You acknowledge that you have no right to have access to the Software in source code form or in unlocked coding or with comments.
- 4.3 The integrity of this Software is protected by technical protection measures (**TPM**) so that the intellectual property rights, including copyright, in the Software of the Licensor are not misappropriated. You must not attempt in any way to remove or circumvent any such TPM, nor apply or manufacture for sale or hire, import, distribute, sell or let for hire, offer or expose for sale or hire, advertise for sale or hire or have in your possession for private or commercial purposes any means the sole intended purpose of which is to facilitate the unauthorised removal or circumvention of such TPM.

5. WARRANTY

- 5.1 The Licensor warrants that:
- (a) during the 30 day Trial Period (**Warranty Period**) the Software will, when properly used, perform substantially in accordance with the functions described in any specification appearing on our website or otherwise provided to you in writing (provided that the Software is properly used on the computer and with the operating system for which it was designed), and that the specification correctly describes the operation of the Software in all material respects;

- (b) it has tested the Software for viruses using commercially available virus-checking software, consistent with current industry practice.
- 5.2 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 meet your requirements.
- 5.3 You acknowledge that the Software may not be free of bugs or errors, and agree that the existence of minor errors shall not constitute a breach of this Licence.
- 5.4 If, within the Warranty Period, you notify the Licensor in writing of any defect or fault in the Software, and such defect or fault does not result from you having amended the Software or used it in contravention of the terms of this Licence, the Licensor will, at its sole option, either repair or replace the Software, provided that you make available all the information that may be necessary to help the Licensor to remedy the defect or fault, including sufficient information to enable the Licensor to recreate the defect or fault.

6. LICENSOR'S LIABILITY

- 6.1 Nothing in this Licence shall limit or exclude the liability of either party for death or personal injury resulting from negligence, fraud or fraudulent misrepresentation.
- 6.2 Subject to clause 6.1, the Licensor shall not be liable for:
 - (a) loss of income;
 - (b) loss of business profits or contracts;
 - (c) business interruption;
 - (d) loss of the use of money or anticipated savings;
 - (e) loss of information;
 - (f) loss of opportunity, goodwill or reputation;
 - (g) loss of, damage to or corruption of data; or
 - (h) any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise;
- 6.3 Subject to clause 6.1 and clause 6.2, the Licensor's maximum aggregate liability under or in connection with this Licence, or any collateral contract, whether in contract, tort (including negligence) or otherwise, shall be limited to a sum equal to 110% of the Licence Fee.

6.4 Subject to clauses 6.1, 6.2 and 6.3, the Licensor's liability for infringement of third-party intellectual property rights shall be limited to breaches of rights subsisting in the UK.

6.5 This Licence sets out the full extent of the Licensor's obligations and liabilities in respect of the supply of the Software. In particular, there are no conditions, warranties, representations or other terms, express or implied, that are binding on the Licensor except as specifically stated in this Licence. Any condition, warranty, representation or other term concerning the supply of the Software which might otherwise be implied into, or incorporated in, this Licence, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.

7. TERMINATION

7.1 The Licensor may terminate this Licence immediately by written notice to you if:

- (a) you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so;
- (b) a petition for a bankruptcy order to be made against you has been presented to the court; or
- (c) the Licensee (where it is a company) becomes insolvent or unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), enters into liquidation, whether voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), passes a resolution for its winding-up, has a receiver or administrator manager, trustee, liquidator or similar officer appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt, unable to pay your debts (within the meaning of section 123 of the Insolvency Act 1986).

7.2 Upon termination for any reason (including at the end of any Trial Period):

- (a) all rights granted to you under this Licence shall cease;
- (b) you must cease all activities authorised by this Licence;
- (c) you must immediately pay to the Licensor any sums due to the Licensor under this Licence; and
- (d) you must immediately delete or remove the Software from all computer equipment in your possession, and immediately destroy or return to the Licensor (at the Licensor's option) all copies of the

Software then in your possession, custody or control and, in the case of destruction, certify to the Licensor that you have done so.

8. TRANSFER OF RIGHTS AND OBLIGATIONS

- 8.1 This Licence is binding on you and us, and on our respective successors and assigns.
- 8.2 You may not transfer, assign, charge or otherwise dispose of this Licence, or any of your rights or obligations arising under it, without our prior written consent.
- 8.3 We may transfer, assign, charge, sub-contract or otherwise dispose of this Licence, or any of our rights or obligations arising under it, at any time during the term of the Licence.

9. EVENTS OUTSIDE OUR CONTROL

- 9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Licence that is caused by events outside our reasonable control (**Force Majeure Event**).
- 9.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following: strikes, lock-outs or other industrial action; civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; impossibility of the use of public or private telecommunications networks; or the acts, decrees, legislation, regulations or restrictions of any government.
- 9.3 Our performance under this Licence is deemed to be suspended for the period that the Force Majeure Event continues. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under this Licence may be performed despite the Force Majeure Event.

10. WAIVER

- 10.1 If we fail, at any time during the term of this Licence, to insist upon strict performance of any of your obligations under this Licence, or if we fail to exercise any of the rights or remedies to which we are entitled under this

Licence, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

10.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

10.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

11. SEVERABILITY

If any of the terms of this Licence are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

12. ENTIRE AGREEMENT

12.1 This Licence and any document expressly referred to in it represents the entire agreement between us in relation to the licensing of the Software and supersedes any prior agreement, understanding or arrangement between us, whether oral or in writing.

12.2 We each acknowledge that, in entering into this Licence, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to entering into this Licence except as expressly stated in this Licence.

12.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date we entered into this Licence (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

13. LAW AND JURISDICTION

This Licence, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and submitted to the non-exclusive jurisdiction of the English courts.