

The Software supplied under this agreement shall be subject to the following terms and conditions...

1. Definitions

"Company" shall mean ASSA ABLOY Ltd trading as Traka and shall include the Company's successors and assigns.

"Customer" shall mean the person, firm or company with whom this agreement is made.

"Software" shall mean all Software licensed under these conditions.

2. Licence

The Company hereby grants a non-exclusive, non-transferable licence to use the Software specified on one computer processing unit for every user licence purchased.

3. Patents, Designs and Copyright

The Company retains all proprietary interests and rights in and over the Software and all trade secrets, patent rights and ideas in relation thereto remain the exclusive property of the Company.

4. Copying

The Customer agrees not to disclose the contents or code of the Software to any third party. The Customer may take copies of the Software, but only for the purpose of back-up security and agrees that these shall also be kept confidential.

5. Delivery

Unless otherwise agreed in writing, any delivery or performance dates specified by the Company are approximate only and time shall not be of the essence for delivery.

6. Prices and Payments

All prices are quoted exclusive of VAT or other statutory taxes.

The Company shall have the right to charge the Customer for any expenses incurred as a result of discharging its obligations under this Agreement, unless otherwise specified.

The Customer shall pay the amounts due under this Agreement within thirty days from the date of the Company's invoice. The Company reserves the right to charge interest on any overdue amount at the rate of 2% per month from the date at which the amount becomes overdue. If payment in full is not made in accordance with the Agreement the Company may require the Customer to return the Software together with all known copies and Software protection devices, without prejudice to any other remedy which may be available to the Company. The risk in the goods shall pass to the Customer on delivery but all

items remain the property of the Company until payment is received in full.

7. Maintenance and Support

The Company agrees to provide the Customer with maintenance and support under the terms of its warranty for the 12 months following the date of installation. At the completion of this 12 month period, the licence will continue to remain in force; but ongoing maintenance and support will only be provided by the payment of an Annual Maintenance Fee, always providing that the Fee specified has been received by the Company. The services shall be as follows...

- a. Provide the Warranty service as specified in (10) below.
- b. Provide the Customer with a copy of any programs issued by the Company as new release, which may include upgrades as well as additional features and facilities.
- c. Provide a telephone help line support during the normal working hours of the Company.

8. Annual Maintenance Fee

The Annual Maintenance Fee specified will, if chosen, be payable upon expiry of the first year following installation of the Traka system and at yearly intervals thereafter. Payment of such invoices shall be as specified above. The payment of the invoice will entitle the Customer to the services specified under Clause 8 (maintenance and support) for a further year from the date of the Annual Maintenance invoice.

9. Warranty Service

The Company believes that to the best of its knowledge the Software has been thoroughly tested for freedom from arithmetic or logical defects in the Software and that it will function as stated in the user manual. As there is no means of ensuring the total absence of defects in the Software, the Company agrees to use all reasonable endeavours to correct free of charge any such defects in the Software discovered by the Customer during the period of the Warranty, provided always that...

- a. The Customer promptly notifies the Company of any defect which it believes to exist.
- b. The Customer provides the Company with all details and information which may assist in diagnosing and correcting the defect.
- c. The Customer provides any facilities which the Company may reasonably request to aid the diagnosis and/or correction, and co-operates with the Company in these activities.

The Company reserves the right to charge the Customer at its prevailing rates for any effort expended in tracing apparent defects which prove not to be defects covered under this clause.

The correction service under this clause does not apply if...

- i. The defect is attributable to failure or breakdown or interference of any third party, or software or hardware not supplied subject to this agreement.
- ii. The Customer is in breach of this Agreement with the Company.
- iii. The Customer fails to operate the Software properly or fails to follow the instructions or recommendations of the Company with respect to the Software.
- iv. The defect is due to the input of invalid or inaccurate data by the Customer.
- v. The Customer interferes with, modifies, or fails to secure the Software.

10. Training

Other than the supply of the standard documentation included with the Software, no additional formal training is provided by the Company unless otherwise agreed by the Customer and the Company.

11. Limit of Liability

The Company and the Customer agree to indemnify each other against any liability in respect of injury (including death) or loss or damage to property which results from the act, default or negligence of itself, its employees or agents to a maximum of £2,000,000.

The Company accepts no liability for any losses, whether direct or consequential, however caused, arising directly or indirectly from the use of the Software.

12. Disposal

The Customer undertakes that, upon the cessation of the use of the Software for whatever cause, or upon termination of this Agreement, it will return to the Company, all known copies of programs, Software protection devices, documents or other material in its possession on whatever media they are recorded, or otherwise dispose of them as the Company may direct.

13. Force Majeure

Neither party shall be liable for failure to perform its obligations under this Agreement if such failure results from circumstance beyond the party's control.

14. Termination

Either party shall have the right to terminate this Agreement if the other party is in material breach of this Agreement and fails to rectify such breach within 30 days of receipt of notification thereof in writing, from the injured party. Termination shall not affect any other rights of the injured party.

15. Law

This Agreement is governed by the laws of England and Wales and the parties

submit to the jurisdiction of the Courts of England and Wales.

16. Entire Agreement

The parties agree that these terms and conditions (together with any other terms and conditions expressly incorporated in the Agreement) represent the entire agreement between the parties relating to the licence of the Software, and that no statements or representations made by either party have been relied on by the other in agreeing to enter into the Agreement.

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