

Cadomel Library Systems

Library Gold Licence

ALL INTELLECTUAL PROPERTY RIGHTS IN THE PROGRAMS AND DATA WHICH CONSTITUTE THIS SOFTWARE PRODUCT ("THE MATERIALS") ARE AND REMAIN THE PROPERTY OF CADOMEL. YOU ARE LICENSED TO USE THE SOFTWARE ON THE CONDITION THAT YOU ACCEPT ALL THE TERMS CONTAINED IN THIS LICENCE AGREEMENT IN ITS ENTIRETY.

MATERIALS AND GENERAL PROVISIONS

1 DEFINITIONS

"We" and "us" means Cadomel Library Systems (Cadomel).

"You" means the reader and any Corporate Licensee (the licensee).

2 GRANT OF LICENCE

Provided that you have paid the applicable licence fee, Cadomel grants to you an unlimited, non-exclusive licence to use the Materials providing the use falls within the permitted use set out below and for no other purpose. Your licence does not permit you to sub-license.

3 PERMITTED USE

3.1 Different types of licence are available to use the Materials provided you have paid the appropriate fee:

3.1.1 a Single User Licence authorises you to use the Materials on a single computer only which is under your control;

3.1.2 a Network Licence authorises you to use and copy the Materials for use on any computer system on a single site controlled by you or any member of your corporate group, which expression includes the Corporate Licensee, the Corporate Licensee's majority-owned subsidiaries, any parent company having a majority-owned interest in the Corporate Licensee, and such parent's majority-owned subsidiaries.

3.1.3 a Multi-User Licence authorises you to use and copy the Materials for use on any stand-alone computer on a single site controlled by you or any member of your corporate group, which expression includes the Corporate Licensee, the Corporate Licensee's majority-owned subsidiaries, any parent company having a majority-owned interest in the Corporate Licensee, and such parent's majority-owned subsidiaries.

3.2 You may make copies of the Materials for backup, archival and other security purposes provided that all copyright notices and any other proprietary notices specified on the Materials are reproduced on any such copies or partial copies.

4 RESTRICTIONS ON USE

You may not, nor permit others to:

4.1 use, copy, modify or transfer the Materials (including any related documentation) or any copy, in whole or in part, including any print-out of all or part of any database, except as expressly provided for in this Licence Agreement;

4.2 create derivative works based upon the Materials;

4.3 translate, disassemble, decompile, reverse engineer or modify the Materials;

4.4 delete, vary or obscure any proprietary notices on or in the Materials.

5 UNDERTAKINGS

5.1 You undertake to ensure that any third party is made aware of the terms of this Licence Agreement before using the Materials.

5.2 You undertake to hold all data (including object and source codes), drawings, specifications, software listings and all other information relating to the Software, confidential and not at any time disclose the same, during this licence or after its expiry or whether directly or indirectly, to any third party without our consent.

6 OWNERSHIP

Cadomel retains ownership of the Materials and related documentation and all copies of the Materials at all times, which are copyright works and are also protected under applicable database laws.

7 LIMITED WARRANTY

7.1 Subject to the limitations and exclusions of liability set out below, Cadomel warrants that for a period of 60 days from the date of delivery of the Materials (the "Warranty Period"), the Medium on which the Materials are recorded will be free from material defects under normal use and the copy of the Materials in the package will materially conform to the documentation that accompanies it.

7.2 Cadomel will also indemnify you for personal injury or death directly resulting from any defect in its products or the negligence of its employees.

7.3 Cadomel shall not be liable under the warranties given in clause 7.1 above if the Materials fail to conform to the said warranty because of any corruption, abuse or incorrect use of the Materials (including use of the Materials with equipment or other software which is incompatible) or because of any variation, modification or addition to the Materials not performed by Cadomel.

8 DISCLAIMER

All other guarantees, representations and warranties of any kind, whether express or implied, including, without limitation, the implied warranties of satisfactory quality, merchantability and fitness for a particular purpose or ability to achieve a particular result are hereby excluded, so far as such exclusion or disclaimer is permitted under the applicable law. You assume the entire risk as to the quality and performance of the Materials. Should the Materials prove defective, you (and not Cadomel nor any licensed reseller) assume the entire cost of all necessary servicing, repair or correction. Cadomel does not warrant that the Materials will meet your requirements or that its operation will be uninterrupted or error free. You acknowledge and accept that no software is flawless. Cadomel seeks to remedy any general faults and defects through user support and software updates as stipulated in the Service Agreement below.

This Licence Agreement does not affect your statutory rights.

9. LICENCE FEE AND SERVICE AGREEMENT

The license fee for the relevant materials, as well as the annual fee relating to the Service Agreement associated therewith, is specified in Cadomel's current price list. The period for which any licence fee and annual fee is valid may be set out on www.cadomel.com or in printed terms available from Cadomel on request.

10. CONSENT TO RECEIVE ELECTRONIC CUSTOMER INFORMATION

As a customer of Cadomel, you consent to us sending you customer information such as user tips, updating news, news about Cadomel as well as relevant products and services which Cadomel considers to be of interest to you. By submitting your e-mail address upon registration as a Cadomel customer, you consent to such information being sent to the e-mail address thus submitted by you and/or by other electronic means.

You may at any given time (also upon the formation of this agreement) inform Cadomel at support@cadomel.com that you do not wish to receive such communications, or that you wish to receive information in a different manner.

11. LIMITATION OF LIABILITY

If the Medium or the Materials fail to conform to the warranties set out in clause 7.1 above you may, as your sole and exclusive remedy, obtain a replacement if you return the Materials to Cadomel or to your supplier during the Warranty Period with a dated proof of purchase. If, during the Warranty Period, Cadomel is unable to deliver a replacement which is free of material defects, you may terminate this Licence Agreement by returning the Materials to Cadomel or your supplier and any money you paid for the Materials will be refunded, along with the cost of postage and packing.

12. EXCLUSION OF LIABILITY

12.1 In no event shall Cadomel be liable to you for any damages, including loss of business, loss of opportunity, loss of data, loss of profits or for any other indirect or consequential loss or damage whatsoever arising out of the use of or inability to use the Materials, even if Cadomel has been made aware of the possibility of such damages.

12.2 Nothing in this Licence Agreement shall exclude or limit the liability of Cadomel for fraudulent misrepresentation or for death or personal injury resulting from the negligence of Cadomel.

13. TERMINATION

13.1 This Licence Agreement will terminate automatically if you breach of any of its terms or if you destroy the Materials and any copies or return the Materials to Cadomel or your supplier voluntarily.

13.2 Upon termination all rights you have to use the Materials will cease and you must destroy or delete the Materials and all copies from all storage media in your control.

14. SEVERABILITY

If any provision of this Licence Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Licence Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

15. ENTIRE AGREEMENT

This Licence Agreement including the Service Agreement contains the entire Agreement between us relating to the subject matter and supersedes all proposals, representations, understandings and prior agreements, whether oral or written, and all other communications between us relating to that subject matter.

16. GOVERNING LAW AND JURISDICTION

This agreement shall be governed by and construed in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

Cadomel Library Systems

Service Agreement

The Cadomel Service Agreement encompasses the services described below, unless otherwise agreed. By installing Cadomel software in respect of which a Cadomel Service Agreement is mandatory, or by installing other Cadomel software in respect of which a Cadomel Service Agreement is voluntarily established, you are deemed to have accepted the provisions below.

1. USER SUPPORT

The Service Agreement offers you user support, normally by telephone or email, during the opening hours of the Cadomel support service. Cadomel undertakes to respond to your request for support within one business day, unless prevented from doing so by exceptional or unforeseen circumstances. User support is only provided in respect of the most recent official version of Cadomel software at any given time, and in such a manner as Cadomel deems appropriate at any given time.

User support does not include: (i) Adaptation to other software, whether supplied by Cadomel or a third party; (ii) debugging/remedying of defects caused by hardware or by other software than the one to which your license agreement pertains; (iii) reconstruction or retrieval of lost or damaged data/data files; (iv) assistance in creating new passwords, (v) debugging of data files or software, for example following a service interruption, (vi) conversion of data, (vii) assistance in case of problems caused by beta versions of Cadomel software, (viii) assistance with problems caused by third party software, or (ix) physical attendance at your premises.

2. SOFTWARE UPDATES

You will be given access to all new official versions/updates of the software that fall within the scope of the Service Agreement. The updates are made available at such time, and in such a manner, as is decided by Cadomel at any given time. Cadomel will inform you of the availability of new versions and updates insofar as is practicable, but you are responsible for informing Cadomel of all changes to your contact details. Cadomel cannot be held responsible for any failure of communication due to circumstances beyond its control.

3. INFORMATION

As part of the services offered under this Service Agreement, you will receive information by e-mail concerning new versions/updates, other relevant software, user tips and other news, to such extent as is decided by Cadomel at any given time. You may elect not to receive information that is not deemed by Cadomel to constitute a necessary part of your ongoing customer relationship.

4. SERVICE FEE AND SUPPLEMENTARY SERVICES

You pay an annual fee to activate and maintain the Service Agreement beyond any period of free provision agreed between you and Cadomel. The amount of the fee depends on what software you hold a valid licence for at any given time, and is given in Cadomel's price list current at the time of the commencement or renewal of the Service Agreement.

You will be invoiced for the Service Agreement upon the formation of a new agreement and upon the expiry of a current agreement, in respect of a new, subsequent agreement term (see Clause 6 below - termination and discontinuation). Any services falling outside the scope of the Service Agreement will be invoiced separately on the basis of Cadomel's current prices for such services at any given time.

5. DURATION AND RENEWAL OF THE SERVICE AGREEMENT

A Service Agreement, will, as a main rule, be for a term of one year as from the invoice date, and will be renewed automatically for one year at a time, unless otherwise agreed. You are responsible for keeping yourself updated as to what agreement term your Service Agreement is renewed for. The Service Agreement remains in force until terminated with or without cause as described below and in the general provisions.

6. TERMINATION AND DISCONTINUATION

Each of the parties has the right to terminate the Service Agreement without cause, by providing one month's written notice prior to the expiry of the current term of the agreement. Written notice may be provided via electronic communication (e-mail).