

# End User Software Licence Agreement

This is a legal agreement between you, the end user and **HiruMed**® LIMITED.

BY OBTAINING AN ACTIVATION CODE AND ENTERING IT TO ACTIVATE THE SOFTWARE PROGRAM LICENCE - OR ATTACHING A COPY PROTECTION DEVICE ('DONGLE') - OR INSTALLING A LICENCE FILE YOU ARE CONFIRMING THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT AND YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND THE **HiruMed** LICENCING POLICY. BY CLICKING THE 'OK' BUTTON TO START THE PROGRAM YOU ARE CONFIRMING THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT AND YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

**1. GRANT OF LICENCE** - This **HiruMed** LIMITED ('**HiruMed**') Software Licence Agreement ('Licence') permits you to use one copy of the **HiruMed** software ('Software') acquired with this Licence on any single computer provided the Software is in use on only one computer at a time.

**Term:** This Licence is granted for the licence period stated in the program licence files. Any use of the program data or otherwise outside of this period is unauthorised and shall constitute a breach within the provision of this agreement. If you have multiple Licences for this Software, then at any time you may have as many copies of the Software in use as you have Licences. If the anticipated number of users of the Software will exceed the number of applicable Licences, then you must have a reasonable mechanism or process in place to assure the number of persons using the Software concurrently does not exceed the number of Licences. If the software is permanently installed on the hard disk or any other storage device of a computer (other than a network server) it will be regarded as "in use".

**2. LICENCING POLICY** – Each copy of the Software must be licensed. Each address at which the Software is used will be regarded as a Site and each Site must have a Main Site Licence. Additional user licences, either network or stand-alone may be purchased at the prevailing additional user licence rate. Additional user Licences are only valid for use at the same site as the original main Site licence.

**3. COPYRIGHT** - The Software is owned by **HiruMed** and is protected by United Kingdom copyright laws, international treaty provisions and all other applicable national laws. Therefore, you must treat the Software like any other copyright protected material (e.g. a book) except that if the software is not copy protected you may either (a) make one copy of the Software solely for backup or archival purposes, or (b) transfer the Software to a single hard disk provided you keep the original solely for backup or archival purposes. You may not copy the Product manual(s) or written materials accompanying the Software.

**4. SERVICE** - Healthcare professionals in general practice may use the Software to provide health information to their patients on a one to one personal visit basis. Occupational health departments may use the Software to provide health advice to the employees of the parent company only. You may not use the Software to enable you or your company to provide a help line service or any other type of mass advice (other than healthcare professionals in general practice) either directly to the public or to a company acting in such a capacity, by any means electronic, fax or otherwise without a special licence from **HiruMed** which must be obtained by special negotiation with regard to use and price.

**5. OTHER RESTRICTIONS** - You may not rent or lease the Software, but you may with the permission of **HiruMed** (in writing), transfer your rights under this **HiruMed** Licence Agreement on a permanent basis provided you transfer all copies of the Software and all written materials and the recipient agrees to the terms of this Agreement. You may not reverse engineer or disassemble the Software. Any transfer must include the most recent data update and all prior versions. Any person(s) found to be in breach of this agreement, will have all support terminated without refund.

**6. DISCLAIMER** - Every reasonable endeavour has been taken to ensure the accuracy of the information in the Software. Any discrepancy, anomaly or error in the data must be brought to the attention of **HiruMed** in writing so that **HiruMed** can take reasonable steps to correct it.

## LIMITED WARRANTY

**7. LIMITED WARRANTY** - **HiruMed** warrants that (a) the Software will perform substantially in accordance with the accompanying Product Manual(s) for a period of 90 days from the date of receipt: and (b) any **HiruMed** supplied hardware accompanying the Software will be free from defects in materials and workmanship under normal use and service for a period of one year from the date of receipt. Any implied warranties on the Software and hardware are limited to 90 days and 1 (one) year, or the shortest period permitted by applicable law, whichever is greater.

**8. CUSTOMER REMEDIES** - **HiruMed** and your exclusive remedy shall be at **HiruMed**'s option, either (a) return of the price paid or (b) repair or replacement of the Software or hardware that does not meet **HiruMed** warranty and which is returned to **HiruMed** with a copy of your receipt.

This limited warranty is void if failure of the Software or hardware has resulted from accident, abuse or misapplication. Any replacement Software will be warranted for the remainder of the original warranty period or 30 days, which ever is longer.

**9. NO OTHER WARRANTIES** - TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, **HiruMed** DISCLAIMS ALL OTHER WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE, THE ACCOMPANYING PRODUCT MANUAL(S) AND WRITTEN MATERIALS AND ANY ACCOMPANYING HARDWARE. THE LIMITED WARRANTY CONTAINED HEREIN GIVES YOU SPECIFIC LEGAL RIGHTS.

**10. NO LIABILITY FOR CONSEQUENTIAL DAMAGES** - TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, **HiruMed** AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THIS **HiruMed** PRODUCT, EVEN IF **HiruMed** HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE **HiruMed**'s ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE.

This Agreement is governed by the laws of England. Should you have any questions concerning this Agreement, or if you desire to contact **HiruMed** for any reason, please use the address information enclosed in this product or write to **HiruMed** LIMITED, Integer House, Coped Hall Business Park, Wootton Bassett, Swindon, Wilts SN4 8DP.