

## Web Wiz Developer Website License Agreement

### 1. IMPORTANT – Please Read:

- 1.1. YOU ARE NOT REQUIRED TO ACCEPT THIS AGREEMENT, SINCE YOU HAVE NOT SIGNED IT. HOWEVER, NOTHING ELSE GRANTS YOU PERMISSION TO USE THIS SOFTWARE OR IT'S DERIVATIVE WORKS (THIS INCLUDES BUT NOT LIMITED TO ANY DOWNLOAD, INSTALLING, RUNNING, USING, VIEWING SOURCE CODE, MODIFYING, COPYING). THESE ACTIONS ARE PROHIBITED BY LAW IF YOU DO NOT ACCEPT THIS AGREEMENT. THEREFORE, BY USING ANY PART OF THIS SOFTWARE (OR ANY WORK BASED ON THIS SOFTWARE), YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT, AND ALL ITS TERMS AND CONDITIONS.
- 1.2. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS 'WEB WIZ' IS UNWILLING TO LICENSE THE SOFTWARE TO YOU, AND YOU SHOULD DESTROY ALL COPIES YOU HOLD OF 'WEB WIZ' SOFTWARE AND DERIVATIVE WORKS IMMEDIATELY.
- 1.3. This software is licensed, not sold. This Agreement only gives you some rights to use the software. 'Web Wiz' reserves all other rights. You may use the Software only as expressly permitted in this agreement.
- 1.4. This Agreement may be amended only by a writing signed by both parties.

### 2. Definitions

The following words marked in bold will have specific meanings in this contract.

- 2.1. **Agreement** - Means the terms and conditions of this license agreement and any subsequent agreements which are subject to this license agreement.
- 2.2. **Web Wiz** - Web Wiz in this agreement refers to the Software owner; 'Web Wiz' of Unit 10E Dawkins Road Industrial Estate, Poole, Dorset, UK.
- 2.3. **Licensee** – In this Agreement 'Licensee' shall mean the person to whom the license is granted.
- 2.4. **Licensor** - In this Agreement 'Licensor' shall mean 'Web Wiz'.
- 2.5. **Consumer** - You are a consumer if you are an individual not registering, using or planning to use the Software as part of a business, trade or profession.
- 2.6. **Software** - Means the generally available version of the Software; and any parts thereof, available from 'Web Wiz Guide' web site or its associate web sites, together with all upgrades and enhancements provided to the Licensee.
- 2.7. **Registration Key** – The key used to register the product, which is supplied when a license is purchased.
- 2.8. **Private Use** – Means for testing and demonstration purposes by the license holder only.

### 3. License Grant

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#### **4. Permitted Use**

- 4.1. You may redistribute or install multiple instances of the Software, so long as it is permitted in this Agreement. If distributed to a client of the Licensee the Licensee must make sure that the client has agreed to, and has a copy of latest Single Site License Agreement as published on the 'Web Wiz Guide' web site and they are aware that the copyright ownership of the Software remains with 'Web Wiz' and it's licensors.
- 4.2. You may modify the Software, so long as it is permitted in this Agreement.
- 4.3. You may remove any adverts and 'Web Wiz' branding displayed in the outputted HTML.
- 4.4. You may create applications that interface with the operation of the Software provided said application is an original work.

#### **5. Restrictions On Use**

- 5.1. You shall not resell, rent, lease or distribute the Software alone. The Software must be distributed in its complete form as a component of an application or installed as part of a website package to a client.
- 5.2. You shall not resell, rent, lease, distribute or otherwise use the Software, in any way that would compete with 'Web Wiz'. If it is determined by 'Web Wiz' or Licensee that Licensee's distribution or use of the Software competes with 'Web Wiz', a reasonable royalty fee for Licensee's distribution or use of the Software must be negotiated and agreed to by Licensee and 'Web Wiz' and paid to 'Web Wiz' each quarter or another agreed upon interval of time.
- 5.3. You shall not resell, rent, lease or distribute the Software for free, and must charge a package or service fee for each supplied instance that must be at least that of a Single Site Brand Free License for the Software as advertised on the 'Web Wiz Guide' web site. Any fees chargeable for each supplied instance are required to be paid in advanced and in full.
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- 5.5. You shall not brand the Software as your own or declare your own copyright on the Software.
- 5.6. You may not imply that 'Web Wiz' endorses your own work or use any titles, trademarks, labels, or logos found in the Software in your own titles, products names, service names, or domain names.
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- 5.10. You shall not modify, delete or obscure any copyright notices in the source code of each file and a valid copyright notice must be provided within the user documentation that specifies 'Web Wiz' as the provider of the Software bundled with the licensee's application.

#### **6. Undertakings**

You undertake to;

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## **9. Title**

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## **13. HIGH RISK ACTIVITIES**

The Software is not fault-tolerant and is not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Software could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). Accordingly, Licensor and its suppliers specifically disclaim any express or implied warranty of fitness for High Risk Activities. Licensee agrees that Licensor and its suppliers will not be liable for any claims or damages arising from the use of the Software in such applications.

## **14. Cancellation of License Contract**

If you are a 'consumer', you may have a right to cancel this license contract under the Consumer Protection (Distance Selling) Regulations 2000 or similar laws amending or replacing it. The right must be claimed in writing within seven working days of the start of the acceptance of this license contract.

Upon cancellation, Licensee shall destroy all copies of the Software and return to 'Web Wiz' any licenses and registration keys. Once this is complete to the satisfaction of 'Web Wiz' any monies paid to 'Web Wiz' will be return to the consumer within 30 days.

## **15. Miscellaneous**

- 15.1. 'WEB WIZ' RESERVES THE RIGHT TO CHANGE THE TERMS OF THIS LICENSE AGREEMENT AT ANY TIME. Changes to the License Agreement will be announced on the 'Web Wiz Guide' web site, and via News Feeds from 'Web Wiz Guide'.

Failure to receive notification of a change does not make those changes invalid. A current copy of this Agreement will be available on the 'Web Wiz Guide' web site.

- 15.2. Technical support will not be provided for third-party modifications to the Software including modifications to code, Skin packs, and Language packs to any license holder. If the Software is modified using a third-party modification instruction or otherwise, technical support may be refused to any license holder.
- 15.3. If you own a license that does not match the use of it, you will be requested to upgrade to the appropriate license and pay the difference within five days. Otherwise, your rights under the agreement will automatically be terminated.
- 15.4. 'Web Wiz' reserves the right to change the use of, cancel, or suspend the free or demonstration editions of its Software at anytime and without notice.
- 15.5. 'Web Wiz' reserves the right to publish a selected list of users of the Software.

## **16. Severability**

In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications of the same are received by either Licensee or Licensor from any relevant competent authority, 'Web Wiz' shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or, at our discretion, such provision may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

## **17. Headings**

Headings are included in this Agreement for convenience only and shall not affect the construction or interpretation of this Agreement.

## **18. Entire Agreement**

This Agreement together with any documents expressly referred to in them, contain the entire License Agreement between us relating to the subject matter covered and supersede any previous Agreement, arrangements, undertakings or proposals, written or oral between us in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of this License Contract. In agreeing to this Agreement, you have not relied on any representation other than those expressly stated in these terms and conditions and you agree that you shall have no remedy in respect of any misrepresentation which has not been made expressly in this Agreement.

## **19. Assignment**

This Agreement is personal to you and you may not assign, transfer, sub-contract or otherwise part with this Agreement or any right or obligation under it without our prior signed written consent from 'Web Wiz'.

## **20. Waiver**

Failure or neglect by either party to exercise any of its rights or remedies under this Agreement will not be construed as a waiver of that party's rights nor in any way affect the validity of the whole or part of this license nor prejudice that party's right to take subsequent action.

## **21. Applicable Law and Dispute**

This Agreement and all matters arising from it are governed by and construed in accordance with the laws of England and Wales whose courts shall have exclusive jurisdiction over all disputes arising in connection with this Agreement and the place of performance of this Agreement is agreed by you to be England.