

Web Wiz Single Instance 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

Licensor grants Licensee a non-exclusive, non-transferable pre-registered single Website, single installation license to use Software for personal or business purposes, in accordance with clause 4 below, any copy must contain all of the original proprietary notices. This License does not entitle Licensee to receive from 'Web Wiz' hard-copy documentation, technical support, telephone assistance, or enhancements or updates to the Software unless specific Software has been purchased by the Licensee that clearly states otherwise.

4. Permitted Use

- 4.1. You may install one instance of the Software on to one registered location using the unique registration key from 'Web Wiz'.
- 4.2. You may modify the Software, so long as it is permitted in this Agreement.
- 4.3. You may remove any adverts displayed in the outputted HTML and limitations placed into the Software using the unique registration key from 'Web Wiz'.
- 4.4. You may (if a 'brand free' license is purchased) remove the 'Web Wiz' branding using the unique registration key from 'Web Wiz'.
- 4.5. You may create applications that interface with the operation of the Software provided said application is an original work.
- 4.6. You may install one additional instance of the Software onto one internal computer system for 'private use' by the licensee and modify the Software for the purposes of testing and demonstration.

5. Restrictions On Use

- 5.1. You shall not modify the Software to function in more than one instance or location (URL, domain, subdomain, etc.) from a single set of source program files unless each location is separately licensed.
- 5.2. You shall not brand the Software as your own or declare your own copyright on the Software.
- 5.3. You shall not reverse engineer, disassemble, or create derivative works based on the Software for use outside of the one installed instance or location.
- 5.4. You shall not distribute, resell, rent, lease, sublicense or otherwise supply to a third-party the Software even if it is modified or reverse engineered (including but not limited to any titles, computer code, trademarks, logos, themes, skins, objects, characters, dialog, icons, artwork, animation, sounds, methods of operation, moral rights, any related documentation, incorporated into this Program).
- 5.5. You shall not modify, delete or obscure any copyright notices or labels on each page of the Software and in emails sent by the Software (unless a brand free license is purchased)
- 5.6. You shall not modify, delete or obscure any copyright notices in the source code of each file.
- 5.7. 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.
- 5.8. You may not work around any technical limitations in the software.
- 5.9. You shall not use any part of the Software outside of the Software package, this includes, but not limited to, displaying or 'hot linking' to, icons, images and graphics.
- 5.10. You shall not modify, delete or obscure any notices of proprietary rights or any Software identification or restrictions on or in the Software.

6. Undertakings

You undertake to;

- 6.1. ensure that, prior to use of the Software by your employees or agents, all such parties are notified of this license and the terms of this Agreement;

- 6.2. reproduce and include our copyright notice (or such other party's copyright notice as specified on the Software) on all and any copies of the Software, including any partial copies of the Software or its derivative works;
- 6.3. hold all drawings, specifications, data (including object and source codes), Software listings and all other information relating to the Software, confidential and not at any time, during this license or after its expiry, disclose the same, whether directly or indirectly, to any third party without our consent.

7. Ethical Use

YOUR USE OF 'WEB WIZ' SOFTWARE WILL NOT TARNISH THE REPUTATION AND INTEGRITY OF 'WEB WIZ' AND YOU CANNOT USE 'WEB WIZ' SOFTWARE IN REGARDS TO CONDONING OR PROMOTING; PORNOGRAPHY, NAZISM, TERRORISM, RELIGIOUS OR RACIAL HATRED, DEFAMATION OF AN INDIVIDUAL/ORGANISATION, SENDING UNSOLICITED SPAM EMAIL, PROMOTE OR PROVIDE PIRATED SOFTWARE, ANY ILLEGAL OR UNETHICAL ACTIVITY, OR ANYTHING 'WEB WIZ' DEEMS AS INAPPROPRIATE. THIS IS A 'CORE ELEMENT'; FAILURE TO COMPLY WITH THIS CONDITION WILL CONSTITUTE A BREACH OF CONTRACT.

8. Term of License

The license shall remain in effect until terminated. You may terminate the license at any time by destroying all copies, modifications, or merged portions of the Software. It will also terminate if you fail to comply with any term or condition of this Agreement. You agree upon such termination to destroy the Software, any and all copies, modifications, or merged portions in any form.

9. Title

All title, ownership rights and intellectual property rights in and to this Software and any and all copies thereof (including but not limited to any titles, computer code, trademarks, logos, themes, skins, objects, characters, dialog, icons, artwork, animation, sounds, methods of operation, moral rights, any related documentation, incorporated into this Software) are owned by 'Web Wiz' or its licensors. This Software is protected by the copyright laws of England and Wales, international copyright treaties and conventions and other laws. This Software contains certain licensed materials and 'Web Wiz' licensors may protect their rights in the event of any violation of this Agreement.

10. Termination

Without prejudice to any other rights, Licensor may terminate this Agreement if Licensee breaches any of its terms and conditions. Upon termination, Licensee shall destroy the Software, any and all copies, modifications, or merged portions in any form.

Termination of the license due to non-compliance will not result in any refunds of license fees.

11. DISCLAIMER OF WARRANTY

THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS BORNE BY LICENSEE. SHOULD THE SOFTWARE PROVE DEFECTIVE IN ANY RESPECT, LICENSEE AND NOT LICENSOR OR ITS SUPPLIERS OR RESELLERS ASSUMES THE ENTIRE COST OF ANY SERVICE AND REPAIR. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. NO USE OF THE SOFTWARE IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

12. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR OR ITS SUPPLIERS OR RESELLERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN ANY CASE, LICENSOR'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE THE SUM OF THE FEES LICENSEE PAID FOR THIS LICENSE (IF ANY) AND FEES FOR SUPPORT OF THE PRODUCT RECEIVED BY 'WEB WIZ' UNDER A SEPARATE SUPPORT AGREEMENT (IF ANY), WITH THE EXCEPTION OF DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF LICENSOR TO THE EXTENT APPLICABLE LAW PROHIBITS THE LIMITATION OF DAMAGES IN SUCH CASES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT BE APPLICABLE. 'WEB WIZ' IS NOT RESPONSIBLE FOR ANY LIABILITY ARISING OUT OF CONTENT PROVIDED BY LICENSEE OR A THIRD PARTY THAT IS ACCESSED THROUGH THE PRODUCT AND/OR ANY MATERIAL LINKED THROUGH SUCH CONTENT.

IF YOU ARE A CONSUMER, THESE CONDITIONS DO NOT AFFECT YOUR STATUTORY RIGHTS UNDER APPLICABLE CONSUMER LAWS. YOU MAY ASSERT SUCH RIGHTS AT YOUR DISCRETION.

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.