Software Terms and Conditions of Use

Between:

Document Logistix Ltd, Company Number: **7451272**
registered office 8 Copperhouse Court, Caldecotte, Milton Keynes, MK7 8NL
("**Document Logistix**"):

and

The Customer (the "**Customer**").

Document Logistix Limited
8 Copperhouse Court
Caldecotte
Milton Keynes
MK7 8NL
T: +44(0)1908 366388
F: +44(0)1908 760672

Definitions

Authorised Representative – means Document Logistix' authorised distributor;
Business Days – means Monday to Friday excluding English public holidays;
Business Hours - means 9am to 5.30pm UK time on Business Days;
Customer – means the end user organization or individual user of the Software.
Equipment – means the hardware and systems owned or under the control of the Customer upon which the Software and Third Party Software is to reside at Location;
Location – means the site(s) at which the Software and Third Party Software are installed;
Maintenance and Support - means the maintenance and support services described in the Service Level Agreement ("SLA");
Order Form – means the order form, site audit, proposal or scoping document;
Product – means any Third Party hardware;
Services – means the Installation, Maintenance and Support services to be delivered by Document Logistix or Document Logistix' Authorised Representative;
Software – means the software Document Logistix supplies under this Agreement, including any ancillary documentation;
Supervising Officer – means the Customer's primary contact for the operational use of the Software.
Third Party Software – means software which is supplied to the Customer as part of the Services and is licensed from a third party.

1.   Scope of this Agreement

1.1   Document Logistix grants to the Customer a non-exclusive, non-transferable, personal licence to use the Software at the Location for the number of servers or end users specified on the Order Form. If the Customer proceeds to use the Software, the Customer agrees that it has accepted the terms of this Agreement.
This licence to use the Software shall terminate if the Customer no longer takes Maintenance and Support services (such as if termination occurs pursuant to Clause 2.2 below).
1.2   Document Logistix undertakes to install the Software. Document Logistix will provide Maintenance and Support for as long as the Customer pays for the Maintenance and Support.
1.3   Except as expressly agreed, the Customer will not rent, lease, sub-license the Software, Third Party Software or Products, nor distribute the Software or Third Party Software to any third party.
1.4   Document Logistix shall have no liability for the repair of defects relating to the Products and/or Third Par ty Software, and the Customer's right in respect of any such defect shall be limited to the relevant manufacturers' warranties.
1.5   The Software may be subject to security measures to protect Document Logistix' rights, such as in the event of non-payment.

Document Logistix Limited is registered in England.
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info@document-logistix.com | www.document-logistix.com

2. Maintenance and Support

2.1 Unless as expressly agreed, Document Logistix does not provide Maintenance and Support for Third Party Software or the Products.

2.2 The annual Maintenance and Support service will automatically renew for successive twelve (12) month terms on each anniversary of this Agreement unless either party has first served three (3) months' prior written notice of termination on the other party, such notice to expire on the relevant anniversary date. This clause 2.2 is without prejudice to the other rights of termination set out in this Agreement.

2.3 The Customer undertakes to upgrade to the current version of the Software within twelve (12) months after delivery by Document Logistix.

3. Training and Professional Services

The Customer may order training and/or professional services with the Software, in which case all training and/or professional services days must be taken within 12 months of the date of their order.

4. Charges

4.1 The Customer shall pay all invoices within 30 days of their date. Document Logistix shall invoice the Customer in advance. Document Logistix reserves the right to charge interest at 4% above LIBOR on all outstanding amounts.

4.2 Document Logistix reserves the right to increase its charges once in any twelve month period upon giving the Customer at least 30 days' prior written notice of such increase.

4.3 Notwithstanding any other rights under this Agreement, Document Logistix may suspend or terminate the performance of its obligations under this Agreement where the Customer is in default of payment, provided that Document Logistix has first served the Customer with at least 5 days' prior written notice of its intention to suspend or terminate the Services.

4.4 All charges are given exclusive of VAT, which will be added at the rate and in the manner prescribed by law.

5. Customer Responsibilities

5.1 It is the Customer's responsibility to ensure that Equipment is compatible with the Software, any Third Party Software and Products.

5.2 The Customer will allow reasonable physical and systems access to its Location and Equipment to enable Document Logistix to install the Software and to provide Maintenance and Support. Document Logistix engineers will need network logins for the Software being used on the Equipment with administration rights.

5.3 The Customer agrees to use the Software in accordance with all operating instructions and agreed procedures and not to change its configuration without the approval of Document Logistix.

5.4 The Customer will not alter or modify the Software, transfer the Software from the Location, combine or incorporate it in other programs, or decompile or disassemble the object code version of the Software.

5.5 The Customer will keep full security copies of all data processed by the Software. Document Logistix will not be liable for any loss of data.

5.6 If Document Logistix cannot reproduce a logged fault, the Customer will assist in providing remote access to the PC and or Server to further investigate the fault.

6. Warranties

Document Logistix will perform the Services in a workmanlike and professional manner. The Software is licensed "AS IS". Save as otherwise provided for in this Agreement, Document Logistix grants no warranties to the Customer regarding the Software, the Third Party Software or the Products, including but not limited to implied warranties as to their fitness for any purpose, that the Software, Third Party Software and Products will be error-free or the operation of the Software, Third Party Software and Products will be uninterrupted.

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7. Confidentiality

7.1 Both parties shall use all reasonable endeavours to ensure that all information received from the other party is not disclosed to any third party and is not used for any purpose other than in the proper performance of obligations hereunder.

7.2 Information belonging to the other party may be disclosed or used (as appropriate) by a party without the consent of that other (the disclosing party) if: it is now or subsequently becomes publicly known to that party through no wrongful act by that party; or if it is at the time of disclosure already known by the party to whom disclosure is made; or it is required to be disclosed by either party by an order of law or other binding regulation; or it is to be disclosed to the professional advisors of that party where the principle of client confidentiality would prevent the further release of that disclosed information by the advisor concerned.

7.3 The foregoing obligations as to confidentiality shall remain in full force and effect notwithstanding expiry or termination of this Agreement.

8. Intellectual Property

Customer acknowledges that Document Logistix and its licensors, own the intellectual property rights to the Software, the Third Party Software and the Products as appropriate.

9. Termination of Agreement

9.1 In addition to the right of termination at clause 4.3 above, Document Logistix may terminate this Agreement in the event that the Customer is in material breach of any of its obligations under this Agreement and, in the event that the breach or failure is remediable, the Customer has failed to remedy that breach with 30 days' written notice of such breach.

9.2 Document Logistix may terminate this Agreement immediately if the Customer is insolvent or bankrupt, or seeks protection from its creditors, or if a petition is filed in any court to declare its bankruptcy or re-organisation and is not dismissed within thirty (30) days.

9.3 Upon termination of the Agreement, all outstanding fees are immediately due and payable, and all rights to use the Software will be immediately revoked.

10. Indemnification

10.1 Customer shall defend and indemnify Document Logistix against all damages, liabilities, claims, losses and expenses (including reasonable attorneys' fees) arising out of, or resulting in any way from any breach by the Customer of this Agreement.

10.2 Document Logistix shall defend and settle any third party claim against Customer that the Software infringes a UK patent or copyright, ("**Infringement Claim**") and indemnify the Customer against the resulting costs and damages finally awarded against a third party by a court of competent jurisdiction, provided the Customer (i) notifies Document Logistix promptly in writing of such claim, (ii) grants Document Logistix sole control over the defence and settlement thereof (so long as the Customer is released without condition of any and all liability in connection with such claim), and (iii) reasonably cooperates in response to a Document Logistix request for assistance. If the Software has become (or in Document Logistix' reasonable judgment is likely to become) the subject of an Infringement Claim: Document Logistix shall, at its option and expense, (a) procure for the Customer the right to make continued use thereof, or (b) replace or modify the Software with substantially similar technology, or (c) if (a) and (b) above are not feasible for Document Logistix, then terminate the Agreement or the Customer's use of the Software without further liability. Document Logistix shall have no liability if the alleged infringement is based on (1) combination with non-Document Logistix products or services, (2) use for a purpose or in a manner for which the Software was not designed, or (3) use of any older version of the Software when use of a newer version would have avoided the infringement (provided the Customer was made aware of the availability of the newer version of the Software). This Clause