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## License Agreement and Limited Warrantee

This legal document is an agreement between

**Licensed Manufacturer:** VEQTOR UK  
Charlcombe, Beech Hill  
Brook, Surrey  
GU8 5LA  
tel: +44 1428-685660  
fax: +44 1428-685012  
web: www.veqtor.co.uk  
e-mail: support@veqtor.co.uk

and,

the original purchaser: \_\_\_\_\_

\_\_\_\_\_

**of the following Product:** \_\_\_\_\_

with public liability insurance of: \_\_\_\_\_

By taking delivery and operating the product you agree to the terms of this agreement and the limited warrantee collectively the agreement.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT BREAK ANY SEALS ON THE PRODUCT OR USE THE INTELLECTUAL PROPERTY (HEREIN AFTER KNOWN AS IP, INCLUDING BUT NOT LIMITED TO SOFTWARE) ASSOCIATED WITH THE PRODUCT AND PROMPTLY RETURN THE UNUSED PRODUCT AND UNDAMAGED ASSOCIATED EQUIPMENT AND PACKAGING AND LOGOS TO YOUR SUPPLIER FOR A FULL REFUND.

### 1. GRANT OF LICENSE

In consideration of the License Fee, which is part of the price you paid for the IP of the product (including but not limited to Graphic Images, Design Rights and Trademarks) VEQTOR, as licensor, grant to you, as LICENSEE, exclusive rights to use and display the PRODUCT at a single location on a single computer with an attached monitor and or printer.

### 2. OWNERSHIP OF IP

As Licensee, you own the physical, magnetic, electronic media of the product on which the IP is originally or subsequently fixed or recorded, but VEQTOR (or its Licensors) retain title and ownership of the IP recorded on the original disk copies,

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chip sets and other physical media and all subsequent copies regardless of the form or media in or on which the original and other copies may exist. The license is not a sale of the original IP or a copy.

### **3. COPY RESTRICTIONS**

Copyright subsists in this IP and the accompanying written materials. Unauthorised copying of the IP, including said that has been merged, or included with other software or written material is expressly forbidden. You may be held legally responsible for any copyright infringement that is caused or encouraged by your failure to abide by the terms of this agreement. Subject to these restrictions, you may make one (1) copy of the Software element of the product solely for back-up purposes provided such back-up copy contains the same proprietary notices as appear in the software and this Agreement.

### **4. USE RESTRICTIONS**

As the Licensee, you may physically transfer any Software element from one computer to another provided that the Software is used on only one computer at a time. You may not distribute copies of the Software or accompanying written material to others. You may not modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Software unless otherwise permitted under applicable law, save that you may modify the Software and/or merge it into another computer program to the extent necessary for your own use on a single computer; however, any portion of the Software merged into another computer program will continue to be subject to the terms of this agreement. You may not modify, adapt, translate, or create a derivative works based on the IP (including written works) without the prior written consent of VEQTOR.

### **5. RIGHTS OF TRANSFER**

You may not rent, lend, sublease or lease IP contained within the Product. However, you may transfer this "License to use the IP" to another party on a permanent basis by transferring this copy of the Agreement, at least one unaltered copy of the Software, Logo styling and branding and all documentation. You must, at the same time, either transfer to the other party or destroy all your other copies of the Software and notify in writing to VEQTOR at the address detailed herein the name address and phone number of the new Licensee. Such transfer of possession terminates your license from VEQTOR. Such other party shall be licensed under the terms of this Agreement. upon its acceptance of this Agreement by its initial use of the IP. If you transfer the Software, you must remove the Software from your own computer and you may not retain any copies of the Software for your own use.

### **6. TERMINATION**

This license is effective until terminated or until expiration of the copyright to the IP

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rights. The license will terminate automatically without notice from VEQTOR, if you fail to comply with any provision of this Agreement or transfer the Software to another party in accordance with clause 5. Upon termination you shall destroy or return to VEQTOR the written materials and all copies of the Software, including modified copies, if any, other than those copies transferred to a third-party in accordance with clause 5.

## **7. LIMITED WARRANTEE**

VEQTOR makes the following limited warranties, for a period of thirty (30) days from the date you acquired the Product from VEQTOR or its authorised dealer expandable free of charge to ninety (90) days if you sign and return this document to the licensed manufacturers address above with proof of purchase (payment receipt or invoice):

### **7.1. Media**

The disks, chip sets (including hubs and nodes and other electronic devices) and documentation in this package will be free from defects in materials and workmanship under normal use. If the media or documentation fails to conform to this warranty, you may, as your sole and exclusive remedy, obtain (at your option) either a replacement free of charge or a full refund if you return the defective media or items or documentation to VEQTOR with a dated proof of purchase.

### **7.2. Software and other Intellectual Property**

The software in the Product will materially conform to the documentation that accompanies the Product. If the Software fails to operate in accordance with this warranty, you may, as your sole and exclusive remedy, return all of the Software and the documentation to the authorised dealer from whom you acquired it, along with a dated proof of purchase, specifying the problem, and you will be provided either with a new version of the Software or a full refund of the price you paid.

### **7.3. WARRANTY DISCLAIMER**

VEQTOR does not warrant that this Product or its IP will meet your requirements or that its operation will be uninterrupted or error-free or make you money. VEQTOR excludes and expressly disclaims all express and implied warranties or conditions not stated herein.

### **7.4 RIGHTS**

Some countries do not allow the exclusion of certain implied warranties or conditions, so the above exclusions may not apply to you, and does not exclude any implied warranties or conditions which may not under applicable law be excluded. This limited warrantee gives you specific legal rights, and is in addition to any other legal rights you may have, which may



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vary from one country to another. THIS AGREEMENT DOES NOT AFFECT YOUR STATUTORY RIGHTS.

### **7.5 Extended Warranties and Maintenance Contracts**

Extensions to the basic warrantee provision are available from authorised dealers or directly from a VEQTOR support depot. A separate agreement will be issued for the specific extended warrantee and maintenance cover purchased.

### **7.6 License Renewal Warrantee**

VEQTOR will annually renew this license evidenced by the issue of a license key or update at its sole discretion provided you are not in breach of this Agreement and have made financial settlement of all outstanding moneys owed to VEQTOR for product or upgrade purchases or rentals, shipping expenses or non-warrantee repairs.

## **8. LIMITATION OF LIABILITY**

8.1 VEQTOR's liability to you for any losses shall not exceed the amount you originally paid for the product.

8.2 In no event will VEQTOR be liable to you for any indirect or consequential damages (including loss of profits) even if we have been advised of the possibility of such damages.

8.3 Nothing in this Clause limits VEQTOR's liability to you in the event of death or personal injury resulting from VEQTOR's negligence.

## **9. CONFIDENTIALITY**

9.1 The Product and documentation contain confidential information and you agree not to disclose such information to any third party without the prior consent of VEQTOR.

9.2 The obligations of confidentiality under paragraph 9.1 includes any confidential information relating to the Software which is obtained by you as the result of any analysis or decompilation permitted under Articles 5(3) and 6 of the EU Software Directive (91/250/EEC).

9.3 This clause shall survive the termination of this Agreement.

## **10. GOVERNING LAW**

This Agreement is governed by the laws of England and Wales and any dispute concerning the Agreement shall be submitted to said Courts.

**11. MULTI USER LICENSE**

This is a single user license (See Grant of License Clause 1 above). If you require a more extensive license for multiple computers please contact VEQTOR.

**12. EXPORT CONTROLS**

You acknowledge and agree that the export or re-export of the Product or its Software may be subject to export and control laws, regulations and restrictions of various countries, including the United States of America, as such laws, regulations and restrictions may be amended from time to time, and you agree and certify that neither the Software nor any direct product thereof is being or will be acquired, shipped, transferred or re-exported, directly or indirectly in violation of such laws, regulations and restrictions.

**13. LIABILITY INSURANCE**

The operation of Product does create a public liability risk to you and indirectly to VEQTOR. As such, we have implemented designs and written precautions to reduce said risk and make these available to the operator, but VEQTOR can not control operator's delivery standards. Therefore, to minimise our individual and joint litigation costs and provide ample protection to your customers, VEQTOR will require that you provide throughout the term of this License and keep in force a comprehensive general public liability insurance with respect to the operation of the Product having limits reasonable within your jurisdiction and not less than the amount specified on the first page of this agreement, in respect of any accident or occurrence, naming VEQTOR as an additional insured and contain a cross liability clause and severability of interest clause. A copy of the insurance cover note will need to be sent to VEQTOR for its records.

**14 NOT A PARTNERSHIP**

None of the provisions herein contained shall be deemed to constitute a partnership between you and VEQTOR and none of the parties hereto shall have any authority to bind or shall be deemed to be the agent of the other party hereto in any manner whatsoever.

**15 RECEIPT**

You acknowledge receiving a copy of this Agreement by continued use of the Product and its IP or by signing this document or access to this document by way of web access or electronic transfer means.

**16 COST OF ENFORCING**

You acknowledge that all costs related to enforcing this license will be incurred by you including travel, duty, local taxes, subsistence and legal fees. If costs are incurred related to these items by VEQTOR or its agents, you will reimburse VEQTOR or its agents on receipt of invoice.



**17 SERVICE**

Any notice, request, instruction or other document to be given hereunder shall be delivered or sent by first class post or facsimile to the address of the other party set out in this agreement.

**18 HEADINGS**

The headings appearing in this Agreement are inserted for convenience of reference only and shall not form a part hereof. The singular number includes the plural and vice versa and the neuter includes the masculine and the feminine.

**19 FORCE MAJEURE**

Without prejudice to the generality of this clause, in the event that the parties hereto are unable to carry out this Agreement or any material part thereof as a result of force majeure, neither of the parties hereto shall be liable for non-performance of their respective obligations under this Agreement during the period that the Agreement cannot be carried out. For the purpose of this Clause a force majeure event includes (without limiting the generality of the foregoing) inter alia enemy action, riots, civil commotion, accidents, fire, plant breakdowns, interference, by labour or strikes or lockout of employees, Acts of God or any restrictions, regulations, orders, acts or omissions or operations by any local or municipal authority or government department or any causes beyond the control of the party concerned. If at any time during the continuance of this Agreement either party shall be hindered or prevented from performing its obligations hereunder by the occurrence of an event, set out in this clause, this Agreement shall be suspended during the period the aforesaid event continues to operate and such party shall not be liable to the other party for any loss or damage whatsoever suffered by that party by virtue of the delay or failure to perform its obligations hereunder. Upon the aforesaid event ceasing to operate, performance of this Agreement shall resume.

Signed this the \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_

Signature \_\_\_\_\_

Name and Position \_\_\_\_\_