

## Antiquity Software License Agreement

This agreement sets out the terms and conditions (the "Agreement") that govern your use of the Product as defined below. Please read this Agreement carefully before subscribing to or making use of the Product. You may wish to retain this Agreement for your future reference.

The Product is licensed, not sold to you. The Product is and remains the property of the Company and / or other third parties and is protected by copyright laws and international copyright treaties.

Prior to ordering or purchasing the Product and becoming bound by the full terms of this Agreement, you should ensure that it conforms to your requirements. By downloading or in any way installing or having installed by us, copying or otherwise using any Product Version, you agree to be bound by the terms of this Agreement in full.

ALL ORDERS ARE FINAL. BY ORDERING, PURCHASING OR IN ANY WAY INSTALLING, COPYING OR OTHERWISE USING THE PRODUCT OR ANY PART THEREOF, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL OR OTHERWISE AND IN ANY WAY USE THE PRODUCT OR ANY PART THEREOF BUT RETURN IT TO THE COMPANY WITHIN SEVEN (7) DAYS FOR A REFUND (WHERE APPLICABLE), SUBJECT TO THE TERMINATION TERMS SET OUT BELOW.

### 1. Definitions:

In this Agreement, the following words and expressions shall have the following meanings:

"Additional Fee" means any other fees payable by you pursuant to clause 3 as published by the Company in respect of the Product from time to time;

"Authorised User" shall mean any individual who is employed or engaged under contract as part of your staff, whether on a temporary, permanent, or visiting basis and whom you wish to authorise to have access to the Product or any part thereof;

"Company" means Feedzon Limited, t/as Antiquity Software, to include all licensor rights previously assigned to Click Connection Corporation Limited and Productive IT (UK) Limited; Antiquity Software is copyright and developed under licence from Chaim Bacon;

"Computer" means any computer, terminal or workstation owned or used by you;

"Effective Date" means the date of commencement of this License (this shall be the date you first use or install the Product, or the date printed on your initial invoice, whichever is earlier);

"Initial License Period" means the period of twelve months from the Effective Date;

"Insolvency" means in respect of a Licensee, the presentation of a petition for winding-up, bankruptcy, or administration or the convening of a meeting for the purpose of considering the same, the convening by the Licensee of a meeting of its creditors, or the appointment of a trustee, receiver, administrative receiver or similar officer in respect of all or any part of the business and assets of the Licensee;

"Intellectual Property" means the text, graphics, images and other material, and the organisation thereof and trademarks, software, copyrights, patents, trade secrets, processes and methods, know-how and other

intellectual property rights embodied in or incorporated in the Product, and any tangible copies and expressions thereof;

"License" means the license granted to you pursuant to this Agreement;

"License Period" means the Initial License Period and thereafter whilst this Agreement is continuing;

"Licensed Computers" means the number of Computers on which the Product may be installed pursuant to this Agreement;

"Monthly License Fee" means the monthly license fees payable by you pursuant to clause 3 as published by the Company in respect of the Product from time to time. Monthly license fees are charged quarterly in advance;

"Network" means any electronic communication between two or more computer terminals linked together through computer software and/or telecommunication satellite cable or broadcasting services or through any other medium now known or hereinafter invented;

"Person" means any person, firm, company, institution, organisation or other legal entity throughout the world;

"Product" means all and any versions of the product(s) and Services(s) Licensed by the Company pursuant to this Agreement and shall include all computer software, the data supplied with it, website database and template files, any associated media, electronic documentation and printed;

"Product Update" means an updated version of the Product or any part of it;

"Product Version" means a version of the Product, for example the 'Stock Version', the 'Lite Version', the 'Dealer Version' or other versions introduced by the Company;

"Program License Fee" means the set-up or initial Product fees payable by you pursuant to clause 3 as published by the Company in respect of the Product from time to time;

"Quarterly License Renewal Date" means the three-month anniversary of the Effective Date of this Agreement;

"Stock Version" and "Lite Version" means a limited version of the Product, usually supplied with restricted functionality and / or time limited and / or with other limitations;

"you" or "your" means the licensee under this Agreement as stated on the Product registration form, invoice, or otherwise referenced on an invoice where the Product is sold through an approved value-added reseller;

## **2. Grant of License:**

2.1 The Company hereby grants to you the non-exclusive right for the License Period to install one copy of the Product on the Licensed Computers only on the terms and subject to the conditions set out in this Agreement. The Product may not be accessed and used or shared between or in any way accessed and used from, either on or off Network, any Computers, other than the Licensed Computers irrespective of whether such access or use is concurrent.

2.2 The Company will grant the License in the name of the company shown on the registration form or order form. Where no company name is provided, the Company will grant the License in the name of the individual shown on the registration form.

2.3 The License entitles you to use the Product for a single business entity. If you intend to use the Product for additional businesses, then separate License Agreement(s) must first be entered into with the Company.

2.4 If you intend to install, use or access the Product on or from more than the number of Licensed Computers or to share the Product between or in any way access it from, either on or off Network, more than the Licensed Computers then separate License Agreement(s) relating to the number of such other Computers intended to carry the Product or any part thereof must first be entered into with the Company.

2.5 The Company shall be entitled to sell or grant Licenses of the Product or any part thereof to any Person and nothing herein contained shall prevent the Company from compiling, contributing to, publishing, marketing or licensing any other product in any way similar to the Product.

2.6 You shall have the right to load, access or store the Product on the Licensed Computers only and subject to the provisions of this Agreement to give access from the Licensed Computers to the Product only to Authorised Users.

### **3. License Fees and Renewals:**

3.1 In consideration of the License granted to you under this Agreement you shall pay to the Company the Program License Fee and on each Quarterly License Renewal Date the Monthly License Fee in each case at the Company's prevailing price for such fees in respect of the Product from time to time.

3.2 Orders for the Product shall be made with payment in full accompanying the order. The Monthly License Fee shall become due fifteen (15) days before the Quarterly License Renewal Date. Where the initial method of payment is by direct debit or credit card or debit card, you acknowledge and authorise the Company to charge the Monthly License Fee at any time from fifteen (15) days prior to the Quarterly License Renewal Date, following which the Company will supply to you an invoice and may also acknowledge your renewal by sending an email to the last registered email address.

3.3 During the Initial License Period, you may upgrade the Product from one Product Version to another (better) Product Version but you may not downgrade the Product. Following the Initial License Period, you may upgrade or downgrade the Product. For the avoidance of doubt, an upgrade would be from the Stock Version to the Lite Version or Dealer Version or from the Lite Version to the Dealer Version. An upgrade may also include but is not limited to the purchase of additional user licences, the server application and optional extras such as the website module with website hosting or a training day. Additional user licences are subject to their own Initial License Period. Additional applications and optional extras are subject to separate license agreements.

3.4 All fees payable pursuant to this Agreement are stated by the Company exclusive of Value Added Tax which, if payable, shall be added to the Program License Fee, Monthly License Fee, Additional Fee or other fees and shall be paid by you. The Company will supply an appropriate VAT invoice.

3.5 It is an express condition of this Agreement that the Agreement will remain in full force and all fees will become due pursuant to this Agreement unless terminated in accordance with this Agreement as set out in clause 7.

3.6 If you default in making payment of any sum payable by you pursuant to this Agreement then the Company shall be entitled (without prejudice to any other right or remedy it may have) to charge you interest on the outstanding sums at the rate of 2% per annum above Barclays Bank Plc's base rate in force from time to time from the date the payment became due until actual payment is made (irrespective of whether the date of payment is before or after any judgement or award is made).

3.7 If you default in making payment of any sum payable by you pursuant to this Agreement then the Company shall also be entitled to deny you access to the Product until outstanding fees have been paid in full, and shall not be responsible for any loss or damage you may suffer in consequence. It is expressly agreed that you will continue to remain bound by all the obligations of this Agreement during the period

that access to The Product is so denied, including notice periods, Monthly License Fees and further fees payable.

3.8 The Company may increase or decrease any fees payable pursuant to this Agreement at any time after having provided you with 30 days' notice thereof prior to any such increase.

#### **4. Your Obligations:**

You shall not:

- I. transfer the Product from the Licensed Computer it was originally installed on or load it on to any other Computer without having made a prior written request of the Company for permission to do so which permission may be refused in the Company's absolute discretion;
- II. reverse engineer, decompile or disassemble the Product in any way;
- III. create derivative works based on the Product or any part of it;
- IV. separate the component parts of the Product for use on any Computer that is not a Licensed Computer;
- V. retain or make any copies of the Product other than the Product as provided to you by the Company pursuant to the terms of this Agreement and for copies to be used for back-up purposes only;
- VI. without prejudice to the generality of the foregoing, do anything with the Product which is in breach of or otherwise inconsistent with the moral rights of the Company.

#### **5. Product Updates, Support and Web Hosting:**

5.1 Product Updates may be made available from time to time for the duration of this Agreement, although no offer or guarantee is made as to the availability of a Product Update at any time. Where provided, each Product Update will be made available to you for no Additional Fee, subject to clause 5.2 below. Each Product Update may contain bug fixes and / or new functions that have been introduced into the Product. The Company is under no obligation to include new functions in any Product Update for any or all of the Product Versions. The company reserves the right in any Product Update to change restrictions and / or introduce additional restrictions in any or all of the Product Versions. The Company reserves the right to introduce new Product Versions or to withdraw any Product Versions without notice.

5.2 A Product Update will not be provided to you if you have given the required notice to terminate the Agreement and there is less than three months remaining to the date of termination of your Agreement.

5.3 Once a Product Update has been made available, you will receive notification from the Company by email, phone or by a message in the Product. The Company recommends that you make a backup of the current Product and then follow the instructions to install the Product Update without delay. Older Product Versions may cease to operate after a period of 45 days following the release of a product Update.

5.4 The Product Update schedule is independent of your Agreement and its Quarterly License Renewal Date and the next Product Update may be released at any time irrespective of the date of your Agreement or its Quarterly License Renewal Date.

5.5 The Product relies on additional third-party software, which is supplied to you under this License Agreement and is also the subject of one or more separate License Agreements. On occasion, but usually not more often than once every two years, the Company may need to license additional or alternative third-party software for the Product to improve and / or remain fully compatible with current operating systems. Wherever possible, the Company will provide this additional or alternative third-party software to you for no Additional Fee; however, on occasion, the Company may need to charge an Additional Fee per computer accessing the Product. You hereby agree to pay this fee, where charged, in order to continue using the Product.

5.6 When an Update to the Product requires additional or alternative third-party software, the minimum specifications for computer compatibility may change. The Company will endeavour to make the current version of the Product compatible with the current and previous operating systems from Microsoft and

Apple but the Company makes no guarantee that an update will work on your computer. At the time of writing, the supported operating systems are as follows: Windows 7 to 10; MacOS 10.12 to 10.15.

5.7 Support is provided under the following conditions, whilst this Agreement is continuing:

- I. the Product includes unlimited support for no additional fee (subject to a 'fair use' policy per Authorised User of not more than one hour per day or two hours per week);
- II. support will normally be provided during UK working hours of 9:30am-5:30pm Monday - Friday (excluding holidays). The Company is not obliged to provide immediate support upon request, but will endeavour to provide support within two working days of each support request;
- III. support will be provided by email, telephone and online publications. Support may also be provided by remote access to the Licensed Computer(s);
- IV. support includes assistance with downloading, decompressing, installing, registering, updating and learning how to use the Product. Support for other issues may be subject to an Additional Fee;
- V. support expressly excludes the following Product related services which are subject to an Additional Fee:
  - a. moving the Product from one computer to another (charged at our discretion);
  - b. recovery of damaged files;
  - c. data import not provided by functions already built into the Product.

5.8 Any supplemental software provided by the Company to you as part of or in the course of dispatching and providing Product support or in providing Product Updates shall be provided to you at one email address only and shall be considered part of the Product and the installation or use thereof will be subject to the terms and conditions of this Agreement.

5.9 Where the additional Web Hosting Product has been licensed by you and whilst this Agreement is continuing:

- I. the Company will provide the appropriate website hosting services or may provide said services contracted from a third party whose details are available to you on request;
- II. the Company will arrange for your Web Hosting account to be set up and activated and will assist in the creation or transfer of your website domain to our servers;
- III. the Company will install the current default website template files into your website and assist you with the included personalisation options;
- IV. the Company will provide an SSL certificate for your subdomain;
- V. the Company warrants that a full backup of your website will be performed at least once per day;
- VI. you agree to contact the Company for all website related support and not the third-party hosting provider unless you have been given express instructions to do so by us;
- VII. you agree that the website template files are the intellectual property of the Company;
- VIII. the Company respects the privacy of your clients' personal data on our web servers, for example if you have enabled the e-commerce option and a client has created a profile account. The Company guarantees to not actively disclose without your express permission to any third party any data held in respect of your clients;

5.10 Where requested, the following options will be subject to an Additional Fee;

- I. the Company can provide you with the FTP access details for your website;
- II. the Company can grant to you the right to modify the default website template files for your licensed Antiquity website only and such changes should be made by a suitably qualified website developer.

5.11 Should you contract your own web developer to modify your website files, you agree that:

- I. the Company is forthwith not liable for the function of your website, its integration with the Antiquity database or other Antiquity services, nor its accuracy or functionality when viewed through a web browser;
- II. the Company will no longer provide you with updates to the default website template;
- III. new functions or features provided in a Product Update may not be effective or work as expected on your modified website. The Company is not liable for additional costs that you may incur if you need to further modify your website to remain compatible with the new functions, features or changes provided in the Product Update;
- IV. should the Company plan or make modifications to the website MySQL database structure, Stored Procedures or other website changes that may or may not affect your modified website, the Company's responsibility is entirely limited to only informing you of said changes;
- V. you acknowledge that the Company web servers host multi-tenancy databases and as such contain data for multiple Antiquity customer websites. Any changes made by your web developer to your website template files must fully respect the privacy of data on our servers and the web developer hereby agrees to fully comply with the terms of this Licence Agreement.
- VI. Your web developer may not, under any circumstances, attempt to gain access to or modify the multi-tenancy elements of our servers, including but not limited to the database, Stored Procedures or any other software or applications or settings installed on our servers.

5.12 Where you use the Company's services to integrate with third-party websites including but not limited to Facebook, Twitter, Instagram, Pinterest, LAPADA, Selling Antiques, eBay and Amazon, you agree that:

- I. You will only authorise the Company access to third-party accounts that you fully own or where you have received written permission from the owner;
- II. You will fully comply with all third-party website Licence Agreement and Terms & Conditions;
- III. Providing authorisation enables the Company to read limited data from your account and to post content to your account but the Company will only post data for stock items you have selected.
- IV. The Company cannot guarantee that any integrated service will be error-free or will work without interruption.
- V. The Company may withdraw any third-party integration at any time for any reason, without notice, remedy or compensation.

## **6. Access to the Product:**

You agree that you will not at any time disclose, transfer or permit any other person to use your installation or registration codes. You are responsible for taking all reasonable steps to ensure that no unauthorised person shall have access to your installation or registration codes.

## **7. Duration of Agreement and Termination:**

7.1 This Agreement shall commence on the Effective Date and shall remain in effect for the Initial License Period and thereafter unless terminated in accordance with this Agreement.

7.2 At the end of the Initial License Period and at the subsequent Quarterly License Renewal Date this Agreement shall automatically renew for three months unless you shall previously have given written notice of termination and the Company has agreed to terminate your licence Agreement.

7.3. A minimum period of three months notice of termination is required. Your termination period will commence at the next Quarterly Licence Renewal Date following the receipt of your notice of termination and will last for the subsequent quarterly (three month) period, during which all fees shall be due pursuant to this Agreement. You must provide a written notice of termination to the Company. The Company shall not be responsible to provide evidence of receipt of the written termination notice and therefore recommends the notice be sent by Recorded Delivery or other similar traceable delivery method. The Company will not accept written notice to terminate sent by email as a suitable method to terminate this Agreement. The Company will not accept a verbal notification to terminate under any circumstances.

7.4 The Company shall have the right to immediately terminate this Agreement in the event of any conduct by you which the Company, in its sole discretion, considers to be unacceptable, or pursuant to clause 8 below or in the event of your breach of this Agreement or your Insolvency.

7.5 In the event this Agreement shall terminate for any reason whatsoever you shall return the Product to the Company and you shall also delete or cause to be deleted the Product from any and all computer-readable versions and shall provide the Company with a certificate attesting to such deletion.

7.6 In the event this Agreement shall terminate, a refund may be offered, at the sole discretion of the Company and only in extreme circumstances where the Company has entirely failed to meet its obligations under this Agreement and where the Product download details or installation codes have not been supplied to you, or Product Update download details or installation codes have not been supplied to you. Refunds will not be given under any other circumstances.

7.7 Upon termination of this Agreement, the Product will continue to work for a maximum of 45 days, following which it will only allow the export of your data (a user account with 'admin' level privileges is required to export data). You will be able to export your data from the Product up to and following the termination. Exported data will be in an industry standard format, readable by a wide range of applications.

#### **8. Discontinuation of Product:**

8.1 The Company shall have the right at any time, without notice, to change, suspend, discontinue, withhold or refuse access to any aspect or feature of the Product, including, but not limited to, content, hours of availability and equipment and software needed for access or use. The Company may also impose limits on certain features and Products or restrict your access to parts or the entire Product without notice or liability on its part.

8.2 The Company reserves the right at any time to withdraw the Product or any part thereof or terminate this Agreement if the Company ceases, for whatever reason, or no longer retains the right to License the Product or any part thereof, or if, in the Company's sole discretion and on reasonable grounds believes that the Product or any part thereof contains any material which infringes copyright or is defamatory, obscene, unlawful, or otherwise objectionable. The Company will in event of such withdrawal give written notice to you and you shall, on receipt of such notice, immediately comply with any of the Company's reasonable instructions with respect to such withdrawn Product.

8.3 Should the Company permanently or for a continuous period of thirty (30) days or more withdraw the Product or terminate this Agreement pursuant to clauses 8.1 or 8.2, a refund of any of the Monthly License Fee paid pursuant to this Agreement will be refunded pro rata to you.

8.4 The Company may at its sole discretion at any time and without warning withdraw from you or withhold the Product to you or terminate this Agreement if your activities are considered by the Company in its absolute discretion to be inappropriate or unlawful.

#### **9. Marketing:**

The Company may wish to identify you in its marketing materials as a purchaser, subscriber or licensee of the Product. Your use of the Product indicates your permission for the Company to use your personal data in this manner unless you notify the Company otherwise, in writing, within one month of the Effective Date.

#### **10. Variation of Terms of Agreement and Information:**

The Company shall have the right at any time to change or modify the terms of this Agreement and the terms and conditions applicable to your use of the Product, or any part thereof, or to impose new conditions, including, but not limited to, changing fees and charges for use. Such changes, modifications,

additions or deletions shall be effective immediately upon the Company giving notice thereof (save where otherwise specifically provided in this Agreement), which may be given by means including, but not limited to, posting on the Company website, or by electronic or conventional mail, or by any other means by which you obtain notice thereof. Your continued use of the Product after such notice shall be deemed to constitute acceptance of such changes, modifications or additions.

#### **11. Privacy Policy and Public Communications:**

You acknowledge and agree that any communications made to or by means of any portion of the Company website are public. You acknowledge that:

- I. you have no expectation of privacy in any communication; and
- II. no confidential, fiduciary, contractually implied or other relationship is created between you and the Company by reason of your transmitting a communication to any area of the Company website or through the Product.

#### **12. Intellectual Property and Ownership:**

12.1 The Product is the property of the Company or the subject of a license to the Company and is protected by copyright and other intellectual property laws. It is expressly understood and agreed that all of the Intellectual Property is and will continue to be the exclusive property of the Company and/or its suppliers and/or its associated companies or entities. By using the Product and accessing the Intellectual Property, you agree that you will not take any action inconsistent with the Company's or its suppliers' or associated companies or entities' ownership rights and that you will abide by the copyright law and all other applicable international laws in general and the laws of England in specific with respect to such Intellectual Property.

12.2 You shall take all necessary measures to safeguard the Intellectual Property and proprietary rights of the Company and its suppliers and associated companies and entities in the Product and without prejudice to the generality of the foregoing shall ensure that:

- I. each and every part of the Product used by you or any Authorised User in accordance with the License shall be clearly identified as being an extract of the Product;
- II. you will restrict access to the Product data CDs and keep confidential download information and permit access only where strictly necessary for the purpose of installation and/or registration of the Product;
- III. you use your best efforts to ensure that Authorised Users abide by the terms and conditions of this Agreement and in particular but without limitation do not reproduce, redistribute, retransmit, publish or republish or otherwise commercially or in any other way exploit the Product save only as permitted under the terms of this Agreement;
- IV. you monitor compliance by each Authorised User with the terms of this Agreement and immediately on becoming aware of any unauthorised use by an Authorised User of the Product or any part thereof or other breach of this Agreement take all reasonable steps both to ensure that such Authorised User ceases such activity and to prevent any recurrence of it including where necessary by terminating that Authorised User's access to the Product or any part thereof;
- V. you use your best efforts to ensure that only Authorised Users are permitted access to and use of the Product;
- VI. you maintain all copyright notices relating to the Product on all copies of or on any part of the Product held under your control; and
- VII. comply with all applicable law as it relates to the use of or access to the Product.

12.3 Unless expressly agreed by the Company in writing you shall not:

- I. alter, modify, delete, conceal, obscure, remove or otherwise tamper with the trade marks, trade names, numbers, copyright or other proprietary legends or designations of origin or other means of identification notices or disclaimers used on or in relation to the Product from time to time;



- II. do, or authorise any Authorised User or other Person to do any act which would or might invalidate or be inconsistent with any Intellectual Property of the Company in the Product and shall not omit or authorise any third party to omit or do any act which by its omission would have that effect or character.

### **13. Use of Content, Copyright and License to Download Material:**

The Company owns the copyright or has had licensed to it all Intellectual Property, and unauthorised copying of any Intellectual Property is prohibited. Subject to this Agreement, the Company grants to you, whilst your subscription to the Product subsists, a limited License to download the Product, data files, installation software and support documentation for the sole purpose of enabling you to make use of the Product in accordance with this Agreement. No other licensing rights are granted.

### **14. Warranties & Liabilities:**

14.1 The Company warrants that it has the right to license the rights granted to you under this Agreement and that the Product will perform substantially in accordance with the description of the Product provided to you for a period of 90 days from the date of receipt of the Product by you. No other warranties are given by the Company.

14.2 The Company's (and its agents, employees, suppliers' and/or any other third party associated with or in the employ of the Company) total liability under this Agreement, if any, will be limited to the lower amount of the equivalent of one twelfth (one month's subscription) of the Program License Fee or one Monthly License Fee (one month's subscription), as appropriate.

14.3 The warranties set out in this clause 14 are in lieu of all warranties, conditions, terms, undertakings, and obligations implied by statute, common law, custom, trade usage, course of dealing, or otherwise, all of which are hereby excluded to the fullest extent permitted by law.

### **15. Customer Acknowledgements:**

YOU EXPRESSLY AGREE THAT:

- I. use of the Product is at your sole risk. The Company does not warrant that Product will meet your requirements or be error free;
- II. although the Company has attempted to provide accurate information on the Product to you, the Company does not assume any responsibility for, or make any representation with respect to the accuracy or completeness of such information;
- III. the Product is provided "AS IS," and the Company expressly disclaims any implied or expressed warranties or conditions of any kind (except for the warranty provided in clause 14 above), including warranties of merchantability, fitness for a particular purpose or non-infringement of intellectual property relating to such Product;
- IV. you specifically acknowledge that the Company is and will not be liable for any defamatory, offensive or illegal conduct by you or other third party as it relates to the Product;
- V. the Company and its associated companies and entities, suppliers and agents shall not be liable for any infection by any virus or damage to any computer that results from the use of, access to the Product or downloads of any Intellectual Property therein;
- VI. the Company shall not be liable or responsible for any loss or damage caused in whole or in part by the occurrence of any contingency beyond the control of the Company, including but not limited to fires, civil unrest, riots, rebellions, accidents, explosions, interruptions or imperfections in telephone cables or computer systems, network or internet disruptions, electrical disturbances, power failures, satellite malfunctions or interruptions, floods, storms or any similar act or act of God;
- VII. in no event shall the Company, its associated companies and entities, suppliers or agents be liable for any damages whatsoever, including without limitation, special, indirect, consequential or accidental damages, including, without limitation, damages resulting from the use or reliance on

- the information presented, goodwill, loss of profits or revenues or cost of replacement of goods save as provided in clause 14 above;
- VIII. compliance with data protection laws applying in any jurisdiction where the Product is used by you or otherwise applying to you shall be your sole responsibility and you hereby warrant to the Company that you have and will comply with all such data protection laws in connection with your use of the Product;
  - IX. you will provide the Company with all information reasonably requested by it within 7 days of a request by the Company requesting such information and on request provide facilities to the Company during business hours to inspect at your premises any records, documents and Computers in each case for the purpose only of ensuring your compliance with the terms of this Agreement;
  - X. the License shall be governed by this Agreement which shall apply irrespective of whether you have provided in any order or otherwise for any other terms and conditions to apply to this License, such other terms and conditions being of no effect;

**16. Severability:**

If a court of law finds any provision of this Agreement unenforceable, the parties agree to replace the offending provision with an enforceable provision that most nearly achieves the intent and economic effect of the unenforceable provision, and the remaining provisions of this Agreement will remain in full force and effect.

**17. Indemnification:**

You agree to defend, indemnify and hold harmless the Company, its associated companies and entities, its suppliers and their respective officers, and agents and/or any other third party associated with or in the employ of the Company or such other Person from and against all claims and expenses, including legal fees, arising out of your use of the Product or any use made of your account with the Company.

**18. Transfer:**

You may only transfer, assign sub-License or otherwise deal with the License granted under this Agreement if you have obtained the Company's express written consent, which may be refused at the absolute discretion of the Company. You may not rent, lease or loan the License under any circumstances. The Company may transfer or assign this agreement at its absolute discretion.

**19. Confidentiality:**

You shall during the term of this Agreement and thereafter keep and procure that your employees, contractors and agents keep secret and confidential all business, technical and commercial information concerning the Company and the Products that you have received or obtained as a result of the entering into of this Agreement save for information which is trivial or obvious or which enters into the public domain other than as a result of a breach of this clause.

**20. Legal Jurisdiction:**

20.1 This Agreement supersedes all previous arrangements and representations on behalf of the licensee and the Company. This Agreement may not be changed, terminated or amended except in writing. Either party's failure or delay in exercising any of its rights under this Agreement will not constitute a waiver of such rights unless expressly waived in writing.

20.2 This Agreement shall be construed under and governed by the laws of England and subject to the exclusive jurisdiction of the English Courts.