

IMPORTANT – please read carefully. This Licence Agreement is between the purchasing company (“You”) of the Company Dynamics Software (“the Software”) and CD Support Ltd / Integrated Systems Design Limited.

TERMS & CONDITIONS OF SALE

- 1: All invoices are payable upon issue unless otherwise agreed in writing.
- 2: All monies are quoted in GBP and all payments must be made in GBP.
- 3: Support and maintenance commences on date of installation and will be governed by a monthly, quarterly or annually renewable contract with conditions as detailed below unless otherwise agreed.
- 4: Training and onsite visits, included in the initial cost, must be taken within a period of six months from the date of Installation. It is your responsibility to arrange training and/or visits at a mutually agreeable time. No refunds will be made if training is not taken. Any further visits will be charged at our standard rates.
- 5: All files and databases within the Company Dynamics Software* environment are for the sole use of Company Dynamics Software* products and may not be accessed or changed by any 3rd party software without prior written consent.
- 6: Third party software or Hardware purchased through Company Dynamics is supplied with the manufacturers warranty and is not supported or maintained by Company Dynamics Support.

TERMS & CONDITIONS OF YOUR MAINTENANCE AGREEMENT

Support will only be given to companies with a valid maintenance agreement.

- 1: Support and maintenance covers the purchasing company for assistance with Company Dynamics Software* products only. We are not liable for the maintenance and use of any 3rd party software, hardware or services (Remote Access, Routers, Printers or your Internet Connections, Firewalls and Websites).
- 2: Should any of the Company Dynamics Software* files or databases become corrupt through normal usage. Company Dynamics Support will try to rebuild or repair the data, restoring them from backup only as a last resort.
- 3: It is your responsibility to maintain a suitable level of data backup and maintenance of your hardware and network. Company Dynamics Support takes no responsibility for your data backup, network or hardware unless otherwise agreed in writing.
- 4: Access and use of the eGizmo Network Service, Customer Support Services, upgrades & updates, installations and passwords are only available subject to you having a valid maintenance agreement. Exclusion from the eGizmo Network Service may restrict network access to your software. Software fixes are only available to customers with a continuous maintenance record.
- 5: Any outstanding work or support will not be completed for any customer without a valid maintenance agreement or if any part of your maintenance invoice remains unpaid.
- 6: Program installation, updates and registration of Company Dynamics Software* are at the discretion of Company Dynamics. A re-installation or access charge may be applicable where necessary.
- 7: We reserve the right to cancel your maintenance agreement, at any time, if payment is not made in full or if you are using an incorrect number of registered installations or if misapplication of the software and/or its data has been observed.
- 8: Discontinuation of your support contract should be notified in writing to the address on your support invoice. Termination of support will be accepted 30 days after notification has been received.
- 9: Refunds will be subject to a 50% charge to cover costs incurred for insurance and personnel put in place to manage your contract. Payments are based on the balancing period left after termination. Refunds are not available on monthly and quarterly maintenance contracts.
- 10: Reinstatement of cancelled support contracts will incur a 50% surcharge on the original amount.

* Company Dynamics Software refers to Company Dynamics, eGizmo and Business Works products from Integrated Systems Design Limited and CD Support Ltd.

Integrated Systems Design Limited – Fairport • Ferntower Road • Crieff • PH7 3DB

CD Support Ltd – 272 Bath Street • Glasgow • G2 4JR

SOFTWARE LICENCE AGREEMENT

1: The Licence: you are not buying the Software but only a licence to use it on the terms of this Agreement.

- I. Your licence is non-exclusive and does not give the right in any way (lease, rent, charge, donate, exchange or other) to any third parties.
- II. You are not permitted to sell, transfer, assign or grant access to a purchased licensed copy to a third party.
- III. You may use the Software under these terms in perpetuity once payment in full is completed.

2: The Software: you may only install and use the Software on a single computer or on a Local Area Network subject to the purchase of multiple user licences.

- I. External use of the Software via a Virtual Private Network, Internet Connection or as part of a Terminal Service is subject to the purchase of remote access licences.
- II. You will not make copies of the Software or allow copies of the Software to be made by others, unless authorised by Integrated Systems Design Limited.
- III. You may make copies of the Software for backup purposes only.
- IV. Access to the data is permitted exclusively for the sole use of the Software and may not be altered by any third parties unless otherwise agreed by Integrated Systems Design Limited.

3: Limitations of rights: you may not reverse engineer, decompile, translate, disassemble, modify or convert the Software except to the extent and for the express purpose authorised by applicable law.

4: Intellectual Property Rights: all intellectual property rights (including copyright) in the Software and the accompanying printed and electronically stored materials are owned by Integrated Systems Design Limited.

- I. You may only copy printed or electronically stored materials after receiving written approval from Integrated Systems Design Limited.

5: Warranty: Integrated Systems Design Limited entire liability and your exclusive remedy shall be the return price paid for the Software.

- I. This warranty is void if failure of the Software has resulted from accident, abuse or misapplication.
- II. Integrated Systems Design Limited does not warrant that the Software will be uninterrupted or error free, nor does Integrated Systems Design Limited give any warranty that the use of the Software will infringe the copyright or other intellectual property rights of any third party.

6: Liability: Integrated Systems Design Limited does not take liability for any damages whatsoever (including without limitation, direct or indirect damages for personal injury, loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the Software.

7: Without prejudice to any other rights: Integrated Systems Design Limited may terminate this Licence Agreement if you fail to comply with the terms and conditions of the Licence Agreement.

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