

# Infotek Software General Terms and Conditions & Licence Agreement

Infotek Software Ltd. may change these General Terms from time to time at its absolute discretion without prior notice to the Customer. The Customer agrees that such changes will be binding on it. Any changes will be posted on Infotek Software Ltd's website ([www.infotek-software.co.uk/tos/software&service.pdf](http://www.infotek-software.co.uk/tos/software&service.pdf)) and will amend and form part of these General Terms. The Customer is responsible for reviewing the Infotek Software Ltd. website on a regular basis to obtain timely notice of any such changes. This Agreement and any new Agreement entered into after such changes have been posted will include those changes.

## 1. DEFINITIONS

1.1 In this Document unless the context otherwise requires:

"Infotek" means Infotek Software Ltd, a limited company registered in England and Wales (No. 5209599). Head Office: Freberta, Back Road, Chepstow, NP16 6NA. Email [info@infotek-software.co.uk](mailto:info@infotek-software.co.uk)

"Agreement"

means this agreement between Infotek Software Ltd and the Customer

"The Manuals"

means the documentation, in whatever form supplied, on how to use the Software

"The Personal Computer"

means the laptop or desktop personal computer that you use

"The Service"

means the Service to be provided to the Customer by Infotek Software Ltd.

"The Software"

means the Software installed on a personal computer or server and any internet web based services

"The Subscription Fee"

means the monthly amount payable in respect of the service and software provided by Infotek Software Ltd

"Web Portal"

means a site at which text, graphics, data, files and information are stored electronically and access to which is made available via the Internet

## 2. LICENCE, LICENCE RESTRICTIONS AND SERVICE

### 2.1 License Grants

2.1.1 Single-User Licence: When you (i) subscribe to or (ii) purchase a single-user license for the use of the Software (as applicable) you are granted a non-exclusive, limited licence for one (1) individual to access the Software and to use the Software on a single computer. You may print one (1) copy of any online user documentation in relation to the Software.

2.1.2 Licences for Multi-Users: If you purchased or subscribed to use Infotek's Software on multiple computers, you are granted a limited non-exclusive licence to (a) have up to the agreed number of users (who are your directors, employees, or contractors) access the Software; (b) if applicable, download and use the Software on up to the agreed number of users' computers located within the United Kingdom; (c) if applicable, place a copy of your Software data file on a network; All Personal Computers in a multi-user environment must be using valid licensed copies of the same release/version of the Software.

2.1.3 Trial Versions. If there is available and you have signed up for a trial-user version of the Software, you are granted a limited non-exclusive licence to use the Software so that one (1) individual may access the Software and/or Services (if any) and use the Software on a single computer located on your business premises. You may print one (1) copy of any online user documentation in relation to the Software and/or Services (if any). Your trial-user licence is only valid for 7 days or as otherwise may be specified on the packaging or as identified when you signed up for the trial version of the Software and/or Services (if any).

YOU UNDERSTAND THAT UPON THE EXPIRATION OF YOUR TRIAL USER LICENCE, YOU MUST SUBSCRIBE TO THE SERVICES (IF ANY) TO CONTINUE TO USE THE SOFTWARE AND/OR SERVICES (AS APPLICABLE) AND, IN THE ABSENCE OF WHICH, YOU MAY NOT BE ABLE TO USE/ACCESS THE SOFTWARE AND/OR SERVICES (IF ANY) OR ANY DATA YOU ENTERED INTO THE SOFTWARE AND/OR SERVICES.

### 2.2 Licence Restrictions

Except for any third party software mentioned in item 21, You are not permitted;

2.2.1 to use the software for businesses located or operating outside of the UK.

2.2.2 to use the Software on any Computer or system which permits electronic access to it by more than one user, or by more than the number of licences we have agreed to supply.;

2.2.3 except to the extent permitted by law, to rent, lease, sub-license, loan, copy (except as expressly provided in this Agreement), modify, adapt, merge, translate, reverse engineer, decompile, disassemble or create derivative works based on the whole or any part of the Software;

2.2.4 except as expressly provided in this Agreement, to use, reproduce or deal in the Software in any way;

2.2.5 to transfer the Software, the Manuals and/or Licence to any individual or entity whether on a permanent or temporary basis. If you transfer possession of any copy of the Software to another person, your Licence is automatically terminated.

2.2.6 to export, send, transmit or otherwise remove the Software from the UK;

2.2.7 to use the Software or Services in any application that may involve risks of death, personal injury, severe property damage or environmental damage, or life support applications, devices or systems.

### 2.3 Service

2.3.1 In consideration of the performance by the Customer of all of its obligations set out in this Agreement, Infotek agrees to provide the Service to the Customer subject to and in accordance with the terms of this Agreement.

2.3.2 Infotek agrees to use reasonable skill and care in the provision of the Service.

### 3. TERM AND TERMINATION

3.1 If you are the original registered user, the Software is being supplied to you on the basis that you have either i) downloaded and installed a free trial or ii) Signed up to our internet based system. If during the evaluation period you cancel the subscription as provided by 6.1 the Software will cease to function and this licence will be suspended. In order to continue using the Software, you will need to purchase a licence or subscribe to the services.

3.2 This licence (unless suspended in accordance with this Clause 3) is effective until you terminate it by cancelling the subscription as provided by 6.1. It will also terminate automatically if you fail to abide by this Agreement or fail to pay the subscription fee.

3.3 Upon termination you agree to destroy the Software and Manuals, including any electronic copies stored on any Computer under your control and Infotek Software Ltd shall have the right to delete your stored Data without liability for loss or damage.

3.4 Your Licence will also terminate without further action or notice by Infotek Software Ltd if the monthly subscription payment is not made, become bankrupt, go into liquidation, suffer or make any winding up petition, make an arrangement with your creditors, have an administrator, administrative receiver or receiver appointed or suffer or file any similar action in consequence of debt.

3.5 Infotek Software Ltd may terminate your Licence at any time upon giving you at least one month's notice, such notice to end on the last day of a calendar month.

3.6 Following termination of your Licence, for whatever reason:

3.6.1 you will destroy the Software and Manuals together with all copies in any form, including copies on your hard drive and backup disks;

3.6.2 any use of any copies of the Software or Manuals will be unlawful; and

3.6.3 Infotek Software Ltd shall have the right to delete your stored Data without liability for loss or damage.

### 4. OWNERSHIP AND INTELLECTUAL PROPERTY

4.1 For the avoidance of doubt the Rights in the System (including the source and object codes) and any related documentation shall be and remain invested in Infotek and You agree to effect and maintain adequate security measures to safeguard the System from access or use by any third party.

4.2 The ownership of any and all Intellectual Property which exists in any Knowhow under this Agreement shall remain with Infotek, or any Third Party as appropriate and shall not vest in You

4.3 Infotek shall at all times retain ownership of the Software and subsequent copies thereof regardless of form. Infotek's warranties and support service under this Agreement are available only to the original registered user.

### 5. WARRANTIES

5.1 Infotek warrants that it has all requisite power and authority to execute, deliver and perform its obligations under this Agreement.

5.2 If Infotek is notified of significant errors during the warranty period it will repair or replace the Software within a reasonable time or (at its option) provide or authorise a refund of a percentage of the subscription / purchase fee.

5.3 The above represent your sole remedies for any breach of Infotek's warranties, which are given only to the original registered user.

5.4 The express terms of this Agreement are in lieu of all warranties, conditions, undertakings, terms and obligations implied by statute, common law, trade usage, course of dealing or otherwise all of which are hereby excluded to the fullest extent permitted by law.

5.5 Infotek does not warrant that the Software, or internet based Services will meet your requirements or that the operation will be uninterrupted or error-free or that defects in the Software will be corrected. You shall load and use the Software at your own risk and you warrant to Infotek that at no time will you use the Software on a Personal Computer on which there is a computer virus of any type regardless of whether the virus is capable of causing any damage.

5.6 You warrant to Infotek Software Ltd that at all appropriate or material times you will:

5.6.1 comply with all applicable laws including without limitation the Data Protection Act 1998; and

5.6.2 maintain all applicable licences and notifications under any applicable laws including without limitation the Data Protection Act 1998.

## 6.0 PRICING AND PAYMENT

6.1 USING THE SOFTWARE / SERVICE - 3 options are available depending on the product, the service and our offer to you

### 6.1.1 SUBSCRIPTION FEE.

6.1.1.1 In consideration of the supply of the Software and Services, the Customer agrees to pay Infotek Software the Subscription Fee. Unless otherwise expressly stated, all prices are exclusive of value added tax.

6.1.1.2 The Customer shall pay to Infotek Software the Fee for the Service at the beginning of each subscription period in advance. The first Fee payment shall be made on the Effective Date and each subsequent payment shall be made on the same day of each subsequent period which corresponds to the day on which the first payment was made. If in any such period there is no such corresponding day then the payment shall be made on the last day of the relevant month. Infotek Software shall send a receipted invoice to the Customer upon receipt by Infotek Software of the relevant payment. Infotek Software reserves the right to send receipts to the Customer by electronic means only.

6.1.1.3 You can cancel your subscription at any time for any reason with one months notice. After your subscription is cancelled no further payments will be made. However, there will not be any full or partial refunds for any reason of the payments already made. To cancel your subscription Send an email to "info@infotek-software.co.uk" with your order number and the words "cancel" in the title.

6.1.1.4 The subscription price for the Software & Service will be the price quoted to you at the time of the trial on the Web Site

6.1.1.5 You acknowledge that the price shown within the relevant subscription rate is dependent upon the Service selected and the subscription period.

### 6.1.2 FREE TRIAL.

6.1.2.1 You have the option for a free trial of the Product or Service before you make any payments. We give you this option so you have an opportunity to fully evaluate the Product before you purchase or subscribe. AFTER THE TRIAL PERIOD EXPIRES YOU NEED TO CONTACT INFOTEK TO SUBSCRIBE AND TO BE ABLE TO CONTINUE USING the Product or Service.

### 6.1.3 PURCHASE.

6.1.3.1 (Only available on certain products) You pay a one off license fee for a perpetual, non-exclusive right to use the Software in accordance with the terms of this agreement. This licence is personal to you as the purchaser of the Software and is for your benefit only.

6.1.3.2 If the software does not fully meet your expectations, you have 7 days from the purchase date to apply for a full refund. Send an email to "info@infotek-software.co.uk" quoting your order number and reasons for the refund request. You will be given instructions to deregister the software after which you will be given a full refund.

## 6.2 SOFTWARE CUSTOMISATION AND DEVELOPMENT WORK

6.2.1 Changes and customisation changes to the software which have been quoted and paid for by the client specific to their requirements will require that a valid license as in section 2 is maintained. Any changes or development work undertaken for a client will require the full software to be available. Failure to continue a valid license will mean that access to the software and therefore the changes will be restricted.

6.2.2 Any development work is specifically covered under our Bespoke Software Development terms and conditions a copy of which can be obtained from the following web address: [www.infotek-software.co.uk/tos/bespoke\\_development.pdf](http://www.infotek-software.co.uk/tos/bespoke_development.pdf)

## 7. SUPPORT

When there is a valid and current subscription in place, Infotek:

7.1 will use reasonable endeavours to answer by electronic mail [info@infotek-software.co.uk](mailto:info@infotek-software.co.uk) or over its Web Site, any queries you may have about the Software

7.2 may make available to you updates and error corrections (collectively, "updates") to the Software and Services. As determined by Infotek Software Ltd. in its sole discretion, updates will only be provided electronically via the Internet It is your obligation to install all updates within thirty (30) days of such being made available to you by Infotek Software Ltd. (or its Suppliers). It is your sole responsibility to establish and maintain adequate access to the Internet in order to receive the Software and/or the Services and updates. We do not provide ISP services. You are also responsible for maintaining the computer equipment necessary for your use of the Software and access to the Services.

7.3 will allow – via our website - access to extensive training documentation and videos

## 8. DISCLAIMERS OF WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5 ABOVE, THE SOFTWARE, SERVICES, AND ANY CONTENT ACCESSIBLE THROUGH THE SOFTWARE OR SERVICES ARE PROVIDED "AS-IS" AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INFOTEK SOFTWARE LTD, ITS AFFILIATES, LICENSORS, THIRD-PARTY CONTENT OR SERVICE PROVIDERS, DEALERS AND SUPPLIERS (COLLECTIVELY, "SUPPLIERS") DISCLAIM ALL GUARANTEES AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SOFTWARE, SERVICES, CONTENT, CDROMS AND RELATED MATERIALS, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, AND NON-INFRINGEMENT. INFOTEK SOFTWARE LTD. DOES NOT WARRANT THAT THE SOFTWARE OR SERVICES ARE SECURE OR FREE FROM BUGS, VIRUSES, INTERRUPTION, OR ERRORS, OR THAT THE SOFTWARE OR SERVICES WILL MEET YOUR REQUIREMENTS. FURTHER, INFOTEK SOFTWARE LTD. DOES NOT WARRANT ACCESS TO THE INTERNET OR TO ANY OTHER SERVICE OR CONTENT OR DATA THROUGH THE SOFTWARE OR CONTINUED ACCESS TO THE TRIAL VERSION OF THE SOFTWARE OR TO THE DATA ENTERED INTO THE TRIAL VERSION OF THE SOFTWARE AFTER THE TRIAL PERIOD OF TIME IS OVER.

NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), IN NO EVENT WILL INFOTEK SOFTWARE LTD. AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM THE USE OF THE SOFTWARE OR SERVICES OR INABILITY TO USE THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, DAMAGES TO USERS' SYSTEMS AND/OR SOFTWARE AND/OR DATA, COMPUTER FAILURE OR MALFUNCTION, COMPUTER VIRUS TRANSMISSION, PERFORMANCE DELAYS OR COMMUNICATION FAILURES OR SECURITY BREACHES. THIS PROVISION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

THE SOFTWARE AND ANY RELATED SERVICES OR CONTENT ARE DESIGNED TO OPERATE AND PROVIDE INFORMATION WITH THE UNDERSTANDING THAT INFOTEK SOFTWARE LTD. AND ITS SUPPLIERS ARE NOT ENGAGED IN RENDERING LEGAL, ACCOUNTING OR OTHER PROFESSIONAL SERVICE. IF LEGAL ADVICE OR OTHER EXPERT ASSISTANCE IS REQUIRED, THE SERVICE OF A COMPETENT PROFESSIONAL SHOULD BE SOUGHT. INFOTEK SOFTWARE LTD. EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SOFTWARE WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTEE OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THIS SOFTWARE, RELATED SERVICES OR CONTENT IS IN ACCORDANCE WITH APPLICABLE LAW. IT IS YOUR RESPONSIBILITY TO KEEP ABREAST OF CHANGES IN LAWS, REGULATIONS AND ACCOUNTING PRACTICES THAT AFFECT YOU AND YOUR BUSINESS.

All warranties or guarantees given or made by Infotek Software Ltd. with respect to the Software (a) are solely for the benefit of you as the registered user of the Software and are not transferable, and (b) shall be null and void if you breach any term or condition of this Agreement.

## 9. LIMITATION OF LIABILITY

9.1 You acknowledge that the allocation of risk reflects the price paid for the software and also the fact that it is not within Infotek's control how and for what purposes the software is used by you. You agree and acknowledge that You are in a better position than us to foresee and evaluate any potential damage or loss that You may suffer in connection with the provision of the Services. Therefore We cannot adequately insure in respect of any such liabilities.

9.2 In no event will Infotek Software Ltd be liable for any direct, indirect, consequential, incidental, or special damage or loss of any kind (including without limitation loss of profits, loss of contacts, business interruptions, loss of or corruption to data) however caused and whether arising under contract, tort, including negligence, or otherwise.

9.2 If any exclusion, disclaimer or other provision contained in this Agreement is held invalid for any reasons and Infotek Software Ltd becomes liable for loss or damage that could otherwise be limited, such liability, whether in contract, negligence or otherwise, will not exceed the amount of the monthly subscription for the software use and Services.

9.3 Infotek Software Ltd does not exclude or limit liability for:

9.3.1 death or personal injury resulting from an act or negligence of Infotek Software Ltd; or

9.3.2 damage caused by a defect in the Software within the meaning of the Consumer Protection Act 1987 Part I.

## 10. CONFIDENTIALITY

10.1 Neither party shall disclose or communicate to any person (other than as permitted by this Agreement or with the prior written consent of the other party) any information in whatever form relating to the other party or its affairs, business, clients or property (the "Confidential Information") irrespective of whether such information is marked as confidential, of which it may become aware during the term of this Agreement and it shall use its reasonable endeavors to prevent the unauthorised publication or disclosure of any Confidential Information and shall treat the other party's Confidential Information as secret and proprietary.

10.2 The provisions of this clause 10 shall survive the termination of this Agreement but the restrictions in clause 10.1 shall not prevent the party receiving the Confidential Information ("the Receiving Party") from divulging any part of the Confidential Information:

10.2.1 to such of its employees as strictly need to receive and consider the Confidential Information in connection with the provision of the Service, provided that it shall procure that each such "need to know" employee having access to the Confidential Information is made aware of the obligations of secrecy attached thereto and shall procure that any of its

employees to whom disclosure of the Confidential Information is made shall adhere to the terms of this Agreement as if it were a party thereto;

10.2.2 to the extent necessary to enable it to exercise any rights or obligations expressly granted to it by this Agreement;

10.2.3 to its auditors, and any other persons or bodies having a right, duty or obligation to know the business of the Receiving Party and then only in pursuance of such right, duty or obligation;

10.2.4 to the extent that it is obliged to divulge such Confidential Information by any laws or regulations, taxation authority or by any recognised stock exchange or by any order of a court of competent jurisdiction or in the course of any legal proceedings provided that in such circumstances the Receiving Party shall have, so far as it is legally able to do so, immediately notified the disclosing party of its obligation to disclose to enable the disclosing party to seek appropriate means to prevent the disclosure or waive compliance with this clause 11 and taken such steps as the disclosing party may reasonably require for that purpose.

10.3 The Receiving Party undertakes to ensure that the persons and bodies mentioned in clause 10.2 are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the other party.

10.4 The restrictions in clause 10.1 shall not apply to Confidential Information:

10.4.1 which at the time of acquisition by the Receiving Party is already in the possession of the Receiving Party and at its free disposal, or in the public domain;

10.4.2 which enters the public domain at any time hereafter through no fault of the Receiving Party;

10.4.3 which is acquired by the Receiving Party in good faith from third party sources unconnected with and owing no duty of confidentiality to Infotek; or

10.4.4 which is acquired by the Recipient through its own independent research.

10.5 The Receiving Party shall promptly notify the other party if it becomes aware of any breach of confidence by any person to whom the Receiving Party divulges all or any part of the Confidential Information and shall give the other party all reasonable assistance in connection with any proceedings which the other party may institute against such person for breach of confidence.

10.6 The Receiving Party hereby irrevocably and unconditionally indemnifies and shall hold fully indemnified the other party from and against any and all actions, proceedings, losses, damages, liabilities, obligations, costs, claims, charges and expenses suffered or incurred by the other party of whatsoever nature arising out of or in connection with any breach of this clause 10 by the Receiving Party.

## 11. CUSTOMER'S TRADE MARKS

11.1 Subject to clauses 11.2 and 11.3 below, neither party may use the other's logo, name and/or trademarks without the other party's prior written consent.

11.2 The Customer agrees that Infotek may use the Customer's logo, name and trade marks in connection with Infotek's advertising and marketing materials but only in accordance with clause 11.3 below.

11.3 Infotek shall submit all advertising and marketing materials which incorporate the Customer's logo, name and/or trademarks to the Customer before publication. The Customer shall have a period of seven (7) business days commencing on the date on which Infotek sends the materials in which to notify Infotek as to whether the Customer approves or disapproves the materials, such approval not to be unreasonably withheld or delayed. If the Customer does not communicate its approval or disapproval to Infotek within such seven day period, the Customer shall be deemed to have approved the materials.

## 12. FORCE MAJEURE

12.1 Infotek shall not be liable to the Customer for any breach or non-performance of its obligations under this Agreement resulting from causes beyond its reasonable control (an "Event of Force Majeure") including, but not limited to, Acts of God, governmental act, war, fire, drought, failure of power supply, lock out, strike, explosion, accident, civil commotion, refusal of any licence by any telecommunications body, impossibility or delay in obtaining materials or telephone lines.

12.2 Infotek agrees to notify the Customer immediately upon becoming aware of an Event of Force Majeure and to use all reasonable endeavors to overcome the circumstances affecting its performance and fulfill all outstanding obligations as soon as practicable.

12.3 Either party may terminate this Agreement if Infotek is prevented from performing its obligations because of an Event of Force Majeure for more than thirty (30) consecutive days.

## 13. ASSIGNMENT

13.1 The Customer shall not, without the prior written consent of Infotek, sub-licence, assign or otherwise transfer or dispose of all or any part of its rights or obligations under this Agreement.

13.2 Infotek shall be entitled to delegate or sub-contract the performance of all or any part of its obligations under or in connection with this Agreement to any third parties.

## 14. SEVERABILITY

14.1 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair: -

14.1.1 the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

14.1.2 the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

## 15. WAIVER

No delay, omission or forbearance by either party to exercise or enforce any right, power or remedy arising under or in connection with this Agreement shall operate as a waiver thereof, and any single or partial exercise or enforcement thereof shall not preclude any other or further exercise or enforcement thereof or the exercise or enforcement of any other right, power or other remedy.

## 16. DATA PROTECTION

The Customer consents to Infotek using their personal information in accordance with Infotek's Privacy Policy.

## 17. NOTICES

All notices shall be made in writing and sent by prepaid first class post, by facsimile, e-mail or delivered by hand to, in the case of Infotek, the address set out at the beginning of this Agreement and, in the case of the Customer, to the address notified to Infotek by the Customer (or to such other address as each party may from time to time notify in writing to the other party). Any notice served by facsimile or e-mail shall be deemed served at the time of transmission provided the sender can show satisfactory transmission and posts a hard copy of the notice within 24 hours of service provided that if any such notice would otherwise be deemed to be served outside working hours, such notice shall be deemed to be served at the start of working hours on the next business day. Any notice served by post shall be deemed served two business days after the date of posting and any notice delivered by hand, upon delivery.

## 18. MISCELLANEOUS

18.1 This Agreement constitutes the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all prior agreements, arrangements and undertakings between the parties relating to such subject matter. The Customer acknowledges that by entering into this Agreement it has not relied on any representations, promises or warranties (written or oral) which are not expressly set out in this Agreement and accordingly, any implied conditions, representations, warranties or other terms are, save as to fraud, hereby excluded to the fullest extent permitted by law.

18.2 It is acknowledged and agreed by both parties that neither the entry into nor the performance of the terms of this Agreement constitutes or shall constitute a partnership or joint venture between the parties.

18.3 Nothing in this Agreement shall be deemed or construed to constitute either party or any of its officers or employees, the agent or the legal representative of the other party for any reason whatsoever except only as and to the extent specifically stated in this Agreement and, except as so stated, neither party is hereby granted any right or authority to act for, or to incur, assume or create any obligation, responsibility or liability, express or implied, in the name of or on behalf of the other party or to bind the other party in any manner whatsoever.

## 19. THIRD PARTY RIGHTS

No person other than the parties to this Agreement shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of this Agreement.

## 20. LAW

This Agreement shall be governed by and construed in accordance with English law and the parties hereto agree to submit to the exclusive jurisdiction of the English courts.

## 21. THIRD PARTY SOFTWARE

### 21.1 ZED GRAPH

21.2 ZedGraph is a class library, user control, and web control for .net, written in C#, for drawing 2D Line, Bar, and Pie Charts

21.3 ZedGraph is maintained as an open-source development project on SourceForge. (<http://sourceforge.net/projects/zedgraph/>) The site includes a project Wiki, documentation, interim (CVS) updates, and all release versions.

This library is free software; you can redistribute it and/or modify it under the terms of the GNU Lesser General Public License as published by the Free Software Foundation; either version 2.1 of the License, or (at your option) any later version.

This library is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU Lesser General Public License for more details.

You should have received a copy of the GNU Lesser General Public License along with this library; if not, write to the Free Software Foundation, Inc., 51 Franklin Street, Fifth Floor, Boston, MA 02110-1301 USA