texelate

CUBED™ LICENSE (V1)

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3.1. You acknowledge that all intellectual property rights in the Software and the Documentation throughout the world belong to us, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software or the Documentation other than the right to use them in accordance with the terms of this Licence.

4. LIMITED WARRANTY

4.1. We warrant that:

for a period of 14 days from the date of installation of the Software (Warranty Period). If a defect in the Software occurs during the Warranty Period, we repair any defaults if you provide us with proof of purchase and (so far as you are able) a documented example of such defect or error.

5. LIMITATION OF LIABILITY IF YOU ARE A BUSINESS USER

5.1. You acknowledge that the Software has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documentation meet your requirements.

5.2. If you are a business customer, we only supply the Software and Documentation for internal use by your business, and you agree not to use the Software or Documentation for any re-sale purposes.

5.3. We shall not under any circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence for:

(a) loss of profits, sales, business, or revenue;
(b) business interruption;
(c) loss of anticipated savings;
(d) loss or corruption of data or information;
(e) loss of business opportunity, goodwill or reputation; or
(f) any indirect or consequential loss or damage.

5.4. Other than the losses set out in condition 5.3 (for which we are not liable), our maximum aggregate liability under or in connection with this Licence whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to 10% of the Licence Fee. This maximum cap does not apply to condition 5.5.

5.5. Nothing in this Licence shall limit or exclude our liability for:

(a) death or personal injury resulting from our negligence;
(b) fraud or fraudulent misrepresentation;
(c) any other liability that cannot be excluded or limited by English law.

5.6. This Licence sets out the full extent of our obligations and liabilities in respect of the supply of the Software and Documentation. Except as expressly stated in this Licence, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Software and Documentation which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

6. LIMITATION OF LIABILITY IF YOU ARE A CONSUMER USER

6.1. You acknowledge that the Software has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documentation meet your requirements.

6.2. If you are a consumer, we only supply the Software and Documentation for domestic and private use. You agree not to use the Software and Documentation for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

6.3. We are only responsible for loss or damage you suffer that is a foreseeable result of our breach of this Licence or our negligence up to the amount specified in condition 6.4, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we granted you the Licence.

6.4. Our maximum aggregate liability under or in connection with this Licence whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to 10% of the Licence Fee. This does not apply to the types of loss set out in condition 6.5.

6.5. Nothing in this Licence shall limit or exclude our liability for:

(a) death or personal injury resulting from our negligence;
(b) fraud or fraudulent misrepresentation;
(c) any other liability that cannot be excluded or limited by English law.

7. TERMINATION

7.1. We may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.

7.2. Upon termination for any reason:

(a) all rights granted to you under this Licence shall cease;
(b) you must cease all activities authorised by this Licence;
(c) you must immediately delete or remove the Software from all computer equipment in your possession

and immediately destroy or return to us (at our option) all copies of the Software then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

8. COMMUNICATIONS BETWEEN US

8.1. If you are a consumer, if you wish to contact us in writing, or if any condition in this Licence requires you to give us notice in writing, you can send this to us by e-mail or by pre-paid post to Texelate Limited of 163 Carr Road Leeds West Yorkshire LS28 5RT. We will confirm receipt of this by contacting you in writing, normally by e-mail.

8.2. If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order for the Software.

8.3. If you are a business customer, please note that any notice given by you to us, or by us to you, will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

9. OTHER IMPORTANT TERMS

9.1. We may transfer our rights and obligations under this Licence to another organisation, but this will not affect your rights or our obligations under this Licence.

9.2. You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.

9.3. If you are a business customer, this Licence and any document expressly referred to in it constitutes the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in this Licence or any document expressly referred to in it.

9.4. If we fail to insist that you perform any of your obligations under this Licence, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

9.5. Each of the conditions of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

9.6. If you are a consumer, please note that this Licence, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However,

if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are

resident of Scotland, you may also bring proceedings in Scotland.

9.7. If you are a business customer, this Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.