



End User Licence Agreement and
Software Terms and Conditions

Microsoft®



Registered Microsoft Partner

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END USER LICENCE AGREEMENT & TERMS AND CONDITIONS

IMPORTANT—READ CAREFULLY: This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and COM Software Limited Trading as Mission Software ("Mission") for the software that accompanies this EULA, which includes associated media. An amendment or addendum to this EULA may accompany the Software.

YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY USING THE SOFTWARE. IF YOU DO NOT AGREE, DO NOT LOGIN ONLINE, ON ANY DEVICE, OR USE THE SOFTWARE AT ALL; YOU MAY CONTACT US FOR A FULL REFUND, IF APPLICABLE.

1. DEFINITIONS

1.1 In this document unless the context otherwise requires:

"Agreement"	means the agreement between the Company and the Licensee to which these terms and conditions are annexed;
"Authorised Users"	means the number of users specified in the Schedule;
"Commencement Date"	means the date so specified in the Schedule;
"Company"	means COM Software Limited Trading as Mission Software, a company registered in England under number 09263275 whose registered office is at 86-90 Paul Street, London, EC2A 4NE;
"Delivery Date"	means the date of delivery of the Software Materials to the Licensee;
"Designated Equipment"	means any machine identified by type and identity number in the Schedule but subject to a restriction that the number of permitted users at any time shall not exceed the Authorised Users;
"Initial Period"	means the initial period of this Agreement as specified in the Schedule;
"Intellectual Property Infringement"	has the meaning given to it in clause 15.1;
"Licence Fee"	means the fee for the Licence set out in the Schedule;
"Licence"	means the licence granted by the Company to the Licensee under clause 2.1;
"Licensee Administrator"	means an employee of the Licensee trained in the use of the Software to administrator level and approved in writing by the Company (such approval not to be unreasonably withheld);
"Licensee"	means the person, firm, company or other organisation named as such in the Agreement to whom the Company licences the Software Materials pursuant to these terms and conditions;

"Maintenance	means (a) error correction in the running of the Software (b) the supply of and Support" Maintenance Releases together with associated updates of the Software Documentation and (c) technical support by telephone or fax to be provided between the hours of 9.30 am and 5.00 p.m. Monday to Friday UK time but excluding public holidays;
"Maintenance Charges"	means the charges so specified in the Schedule;
"Maintenance Release"	means a new release of the Software but not a new version;
"Payment Terms"	means the terms described in this Schedule;
"Pricing"	means the pricing described in this Schedule;
"Renewal Term"	has the meaning given to it in clause 10.1;
"Schedule"	means the schedule to the Agreement to which these terms and conditions are annexed;
"Site"	means any address for delivery of the Software Materials specified by the Licensee as set out in the Schedule;
"Software	means the instruction manuals, user guides and other information relating to the Software;
"Software Materials"	means the Software and the Software Documentation;
"Software Specification"	means the technical specifications from time to time published by the Company in respect of the Software;
"Software"	means the software program specified in the Schedule in object code form;
"Trial Period"	means any period set out in clause 4.2 during which the Licensee can use the Software;
"Use"	means the copying or transmission of the Software into the Designated Equipment for the processing of the instructions contained in the Software.

2 GRANT OF LICENCE

The Company in consideration of the payment by the Licensee of the Licence Fee grants to the Licensee a non-exclusive licence to Use the Software upon any web enabled equipment and to possess and refer to the Software Documentation subject to these terms and conditions.

You may:

- 2.1 run a web copy of the Software over the web or on any web enabled device. You may not install a copy of the Software on any second, portable device for the exclusive use of the primary user of the first copy of the Software.
- 2.2 **Alternative Rights for Storage/Network Use.** You may not install a copy of the Software on a network storage device, such as a server computer, and allow one access device, such as a personal computer, to access and use that licensed copy of the Software over a private network. You must obtain a license to the Software for each additional device that accesses and uses the Software installed on the network storage device, except as permitted by Section 2.4 of this EULA.
- 2.3 **License Grant for Remote Desktop.** You may not use remote access technologies, such as the Remote Desktop features in Microsoft Windows or NetMeeting, to access and use your licensed copy of the Software, provided that only the primary user of the device hosting the remote desktop session accesses and uses the Software with a remote access device. These remote desktop rights do not permit you to use the Software on both the device hosting the remote desktop session and the access device at the same time.
- 2.4 **License Grant for Remote Assistance.** You may not permit any device to access and use your licensed copy of the Software for the sole purpose of providing you with technical support and maintenance services. The number of permitted users (being those persons having access to the Software at any time) shall not exceed the Authorised Users.
- 2.5 **The Licensee** may Use the Software for its own internal normal business use only. The Software Materials are not licensed for use in a computer service bureau or business or in a rental or timesharing arrangement.
- 2.6 **The License Grant for Documentation.** The documentation that accompanies the Software is licensed for internal, non-commercial reference purposes only.
- 2.7 **Reservation Of Rights And Ownership.** Mission reserves all rights not expressly granted to you in this EULA. The Software is protected by copyright and other intellectual property laws and treaties. Mission or its suppliers own the title, copyright, and other intellectual property rights in the Software. The Software is licensed, not sold. This EULA does not grant you any rights to trademarks or service marks of Mission.
- 2.8 **Limitations On Reverse Engineering, Decompilation, And Disassembly.** You may not reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- 2.9 **No Rental/Commercial Hosting.** You may not rent, lease, lend or provide commercial hosting services with the Software.

- 2.10 **Consent To Use Of Data.** You agree that Mission and its affiliates may collect and use technical information gathered as part of the product support services provided to you, if any, related to the Software. Mission may use this information solely to improve our products or to provide customised services or technologies to you and will not disclose this information in a form that personally identifies you.
- 2.11 **Links To Third Party Sites.** Mission is not responsible for the contents of any third-party sites or services, any links contained in third-party sites or services, or any changes or updates to third-party sites or services. Mission is providing these links and access to third-party sites and services to you only as a convenience, and the inclusion of any link or access does not imply an endorsement by Mission of the third-party site or service.
- 2.12 **Additional Software/Services.** This EULA applies to updates, supplements, add-on components, or Internet-based services components, of the Software that Mission may provide to you or make available to you after the date you obtain your initial copy of the Software, unless they are accompanied by separate terms. Mission reserves the right to discontinue Internet-based services provided to you or made available to you through the use of the Software.
- 2.13 **Not For Resale Software.** Software identified as "Not for Resale" or "NFR," may not be sold or otherwise transferred for value, or used for any purpose other than demonstration, test or evaluation.
- 2.14 **Separation Of Components.** The Software is licensed as a single product. Its component parts may not be separated for use on more than one device.

LICENCE FEE

- 3.1 The Licensee will pay the Licence Fee to the Company on or before the use of the software.
- 3.2 If the Licence Fee is not paid before any use of the software or the signing of the Agreement then, without prejudice to any other right or remedy, the Company may by notice to the Licensee suspend the Licence until such time as payment is made.

4. DELIVERY AND INSTALLATION

- 4.1 The Company will instantly make available a web copy of the Software and the Software Documentation to the Licensee upon payment of the annual licence fees.
- 4.2 The Licensee has no rights to "test", "Evaluation", "free trial" or any other non-payment use of the software.

5. CONFIDENTIALITY

- 5.1 The Software Materials contain confidential information of the Company and all copyright, trademarks and other intellectual property rights in the Software Materials are and shall remain the exclusive property of the Company.
- 5.2 The Licensee shall not:
 - 5.2.1 except as previously stated or as provided in clause 6 make back-up copies of the Software Materials;
 - 5.2.2 reverse compile, copy or adapt the whole or any part of the Software Materials for the purposes of correcting errors in the Software Materials;
 - 5.2.3 except solely for the purposes expressly permitted by and in accordance with Section 296A(I) or Section 50C(2) Copyright Design and Patents Act 1988 copy, adapt or reverse compile the whole or any part of the Software Materials;
 - 5.2.4 assign, transfer, sell, lease, rent, charge or otherwise deal in or encumber the Software Materials or use the Software Materials on behalf of any third party or make available the same to any third party;
 - 5.2.5 remove or alter any copyright or other proprietary notice on any of the Software Materials.
- 5.3 The Licensee shall:
 - 5.3.1 keep confidential the Software Materials and limit access to the same to those of its employees, agents and sub-contractors who either have a need to know or who are engaged in the Use of the Software;
 - 5.3.2 reproduce on any copy (whether in machine readable or human readable form) of the Software Materials the Company's copyright and trademark notices;
 - 5.3.3 maintain an up to date written record of the number of copies of the Software Materials and their location and upon request forthwith produce such record to the Company;

- 5.3.4 notify the Company immediately if the Licensee becomes aware of any unauthorised use of the whole or any part of the Software Materials by any third party;
 - 5.3.5 without prejudice to the foregoing take all such other steps as shall from time to time be necessary to protect the confidential information and intellectual property rights of the Company in the Software Materials.
- 5.4 The Licensee shall inform all relevant employees, agents and sub-contractors that the Software Materials constitute confidential information of the Company and that all intellectual property rights therein are the property of the Company and the Licensee shall take all such steps as shall be necessary to ensure compliance by its employees, agents and sub-contractors with the provisions of this clause 5.

6. COPYING OF THE LICENSED PROGRAM MATERIALS

- 6.1 The Licensee may not back up and copy any part of the Software. Any such copy shall in all respects be subject to these terms and conditions and will be deemed to be part of the Software.
- 6.2 The Licensee shall not copy in whole or in part the Software Documentation.

7. USE ON NON-DESIGNATED EQUIPMENT AND RELOCATION OF THE LICENSED PROGRAM MATERIALS

- 7.1 The Licensee shall not transfer the Software from any Designated Equipment without the prior written consent of the Company. As a condition of granting such consent the Company may make a reasonable charge.
- 7.2 The Licensee shall not permanently relocate the Software Materials from the Site without the prior written consent of the Company, which will not be unreasonably withheld.

8. WARRANTY

- 8.1 Subject to the exceptions set out in clause 8.4 and the limitations upon its liability in clause 14 the Company warrants that:
- 8.1.1 its title to any property in the Software Materials is free and unencumbered and that it has the right, power and authority to license the same upon these terms and conditions;
 - 8.1.2 the media upon which the Software Materials are stored will for a period of 90 days from the Delivery Date be free from defects in materials, design and workmanship;
 - 8.1.3 the Software will for a period of 90 days from the Delivery Date conform to the Software Specification.
- 8.2 The Licensee shall give notice to the Company as soon as it is reasonably able upon becoming aware of a breach of warranty.
- 8.3 Subject to clause 8.4 the Company will use its reasonable endeavours to remedy any breach of the warranties set out in clauses 8.1.2 and 8.1.3 free of charge by diagnosing the fault and using its reasonable endeavours to rectify the fault (remotely or by attendance on Site as determined by the Company), by the issue of fixes in respect of the Software and the making of all necessary consequential amendments (if any) to the Software Documentation.
- 8.4 The Company shall have no liability to remedy a breach of warranty where the breach arises as a result of:
- 8.4.1 the improper use, operation or neglect of either the Software Materials or the Designated Equipment; or
 - 8.4.2 the modification of the Software or their merger (in whole or in part) with any other software; or
 - 8.4.3 the use of the Software on equipment other than the Designated Equipment; or
 - 8.4.4 the failure by the Licensee to implement recommendations in respect of or solutions to faults previously advised by the Company; or
 - 8.4.5 any repair, adjustment, alteration or modification of the Software by any person other than the Company without the Company's prior written consent; or
 - 8.4.6 any breach by the Licensee of any of its obligations under any maintenance agreement in respect of the Designated Equipment; or
 - 8.4.7 the use of the Software for a purpose for which they were not designed.
- 8.5 Without prejudice to the foregoing the Company does not warrant that the Use of the Software will meet the Licensee's data processing requirements or that the operation of the Software will be uninterrupted or error free.

8.6 Subject to the foregoing all conditions, warranties, terms and undertakings express or implied statutory or otherwise in respect of the Software Materials are hereby excluded to the fullest extent permitted by law.

9. MAINTENANCE, UPGRADES AND SUPPORT

9.1 The Licensee shall [if required and with effect from the Commencement Date/upon the signing of this Agreement] pay the Company the Maintenance Charges in respect of the provision of Maintenance and Support for the Initial Period and shall prior to the commencement of each Renewal Term pay the Company the charges relating to that Renewal Term.

9.2 The Company is entitled to charge reasonable travelling expenses for any visits to the Site in order to provide Maintenance and Support.

9.3 The Company shall not less than three months prior to the commencement of each Renewal Term notify the Licensee of the options and fees payable in respect of the Maintenance and Support for an additional Renewal Term.

9.4 The Company is not obliged to offer continuous upgrades or to add further features and enhancements.

10. TERM

10.1 This Agreement shall run from the Commencement Date for an Initial Period of 12 [twelve] months. Thereafter for consecutive periods of one year (each such period being referred to herein as a "Renewal Term") until this Agreement is terminated either pursuant to clause 17 or by not less than two months' written notice given by the Licensee.

10.2 Should any ancillary, related or dependant software become unsupported, obsolete or be withdrawn from commercial sale, this agreement and liability shall terminate within 30 days and the User must terminate its use of the software.

10.3 There is no time limit on the use of this Software. The conditions of use within this document will apply continuously while the software is in use and until a termination of use takes place as described in this document. You accept that Mission will automatically lapse all upgrade, support and warranty obligations after 12 months but you will continue to be bound by all licence conditions while the software is being used.

11. **LICENSEE'S RESPONSIBILITIES**

- 11.1 The Licensee shall ensure that it has not less than one and unless otherwise agreed in writing by the Company not more than [2] Licensee Administrators and that its other personnel who use the Software receive adequate training as advised by the Company from time to time.
- 11.2 Where any Maintenance and Support is to be provided at the Licensee's premises the Licensee shall provide the Company's personnel with adequate facilities and a safe place of work and comply with all prevailing employee legislation.
- 11.3 The Licensee shall maintain a log of all faults and errors that may arise in its use of the Software and make this log available to the Company whenever a request for Maintenance and Support is made.
- 11.4 The Licensee shall operate the Software in accordance with the Company's recommendations and shall purchase any other manufacturers licences required for the legal operation of the software. Where the number of simultaneous users exceeds the licensed number of users, the Licensee agrees to an additional licence fee per user per annum. This additional licence fee is payable at the beginning of the licence term.
- 11.5 The Licensee shall operate the latest Maintenance Release of the Software wherever possible. The Company shall not be obliged to correct errors, which would not have occurred if the Licensee had been operating the latest Maintenance Release.
- 11.6 Requests for Maintenance and Support may only be made by a Licensee Administrator. A request for Maintenance and Support in respect of error correction may be made by telephone or web helpdesk and must be accompanied by details of the error message displayed by the Software and the circumstances giving rise to such error. The Licensee shall provide such further information relating to the error as the Company shall reasonably require.

12. **PROVISION OF MAINTENANCE SERVICES**

12.1 The Company shall respond to a request for Maintenance and Support in accordance with the following scale:

Severity 1 if a fault arises in the running of the Software rendering the Software or a major function of the Software unusable the Company shall respond within [one] working hour and if possible fix the fault within [eight] working hours.

Severity 2 If a fault arises in the running of the Software affecting the use or reducing the functionality of the Software but falling short of Severity 1 the Company shall respond within [four] working hours and if possible fix the fault within [twenty-four] working hours.

Severity 3 if a fault arises in the running of the Software giving rise to a minor problem which the Licensee can work around the Company shall respond within [eight] working hours and if possible fix the fault within [twenty-one] working days.

12.2 The Company may supply Maintenance Releases to the Licensee from time to time and the Licensee shall install and use such Maintenance Releases.

12.3 The Company is not obliged under this Agreement to provide Maintenance and Support in respect of errors caused either directly or indirectly as a result of:

12.3.1 Accident, negligence or abuse by the Licensee or any third party;

12.3.2 failure of the Designated Equipment for any reason whatsoever;

12.3.3 causes external to the Designated Equipment such as electric power fluctuations or failure;

12.3.4 insufficient resources in the Designated Equipment to run the Software satisfactorily.

13. **LIMITATION OF LIABILITY**

13.1 The following provisions prevail over all other clauses in these terms and conditions.

13.2 The Company does not exclude or limit its liability to the Licensee for death or personal injury caused by its negligence.

13.3 Except as otherwise stated in this Agreement, the Company's entire liability to the Licensee and the Licensee's sole remedy for any cause whatsoever, regardless of the form of the action, whether in contract or tort (including negligence) shall be limited to 25% of the cost of the initial licence fee.

- 13.4 The Company will not be liable to the Licensee for loss arising from or in connection with any representation, agreement, statement or undertaking made before the parties entered into the contract on these terms and conditions other than those representations, agreements, statements or undertakings confirmed by duly authorised representatives of the Company in writing and expressly incorporated or referred to in the Agreement. Nothing in these terms and conditions shall limit the Company's liability for fraudulent misrepresentation.
- 13.5 The Licensee warrants that the Software complies with the specification statements as set out by Mission both 30 days before and 30 days after the Licence Commencement date.
- 13.6 The Company has used reasonable endeavours to ensure that the Software is Year 2000 compliant (as defined in the British Standards Institution "Definition of Year 2000 Conformity Requirements"). However, the Company cannot accept any liability in contract, tort or otherwise in relation to any damages, losses, costs or expenses which arise through any difficulties caused over date changes and in particular, but without limitation, which arise through use of the Software other than on the Designated Equipment or use with other software or with the Licensee's data.
- 13.7 The Company shall not in any event be liable to the Licensee in contract, tort or otherwise for any loss of data, profit, production, anticipated savings, goodwill or business opportunities or any type of indirect, economic or consequential loss even if that loss or damage was reasonably foreseeable or the Company was aware of the possibility of that loss or damage arising.
- 13.8 The owner will warrant that the software supplied is free of virus infection, this being different to a warranty that the software is bug free.
- 13.9 The parties agree that the provisions of this clause are fair and reasonable having regard to all the circumstances, including but not limited to the unavailability of insurance cover on commercially acceptable terms in general and in respect of Year 2000 Compliance risks.

14. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

- 14.1 The Company shall indemnify and hold harmless the Licensee against any damages (including costs) that may be awarded or agreed to be paid to any third party in respect of any claim or action that the normal operation, possession or Use of the Software Materials by the Licensee infringes the patent, copyright, registered design or trade mark rights of the said third party (an "Intellectual Property Infringement"), provided that the Licensee:
- 14.1.1 gives notice to the Company of any Intellectual Property Infringement immediately upon becoming aware of it;
 - 14.1.2 gives the Company the sole conduct of the defence to any claim or action in respect of any Intellectual Property Infringement and does not at any time admit liability or otherwise settle or compromise or attempt to settle or compromise the claim or action except upon the express written instructions of the Company;
 - 14.1.3 acts in accordance with the reasonable instructions of the Company and gives to the Company such assistance as it reasonably requires in respect of the conduct of the defence.
- 14.2 The Company shall reimburse the Licensee its reasonable costs incurred in complying with the provisions of clause 14.1.

14.3 The Company will have no liability to the Licensee in respect of an Intellectual Property Infringement if it results from any breach of the Licensee's obligations under these terms and conditions.

14.4 In the event of an Intellectual Property Infringement, the Company will be entitled at its own expense and option either to:

14.4.1 procure the right for the Licensee to continue using the Software Materials; or

14.4.2 make such alteration, modification or adjustment to the Software Materials so that they become non-infringing without incurring a material diminution in performance or function;
or

14.4.3 replace the Software Materials with non-infringing substitutes provided that the substitutes do not entail a material diminution in performance or function.

15. RISK IN THE LICENSED PROGRAM MATERIALS

15.1 Risk in the Software Materials will pass to the Licensee on the Delivery Date. If subsequently the Software Materials are destroyed, damaged or lost, the Company will upon request replace them subject to the Licensee paying its then prevailing charges.

16. TERMINATION

16.1 The Licence will continue until terminated in accordance with clause 16.2.

16.2 The Licence may be terminated:

16.2.1 by the Licensee upon giving not less than 30 days notice in writing to the Company after 90 days of use;

16.2.2 forthwith by the Company if the Licensee fails to pay any monies due under these terms and conditions within 30 days of the due date;

16.2.3 forthwith by either party if the other commits any material breach of any of these terms and conditions (other than one falling within clause 16.2.2) and which (in the case of a breach capable of being remedied) shall not have been remedied within 14 days of a written request to remedy it;

16.2.4 forthwith by either party if the other convenes a meeting of its creditors or if a proposal is made for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or a proposal for any other composition, scheme or arrangement with (or assignment for the benefit of) its creditors or if the other shall be unable to pay its debts within the meaning of Section 113 of the Insolvency Act 1986 or if a trustee, receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other or for the making of an administration order (otherwise than for the purposes of an amalgamation or reconstruction).

16.3 Any termination of the Licence will be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and will not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision which is expressly or by implication

intended to come into or continue in force on or after such termination.

- 16.4 Within 10 days of the termination of the Licence (irrespective of the reason for termination), the Licensee shall at the Company's sole option either return all copies of any Software Materials in its possession or control or destroy all copies of the Software Materials in its possession or control.

17. FORCE MAJEURE

- 17.1 Neither party will be liable for any breach of its obligations under these terms and conditions resulting from causes beyond its reasonable control (an "Event of Force Majeure").
- 17.2 Each of the parties agrees to give notice to the other upon becoming aware of an Event of Force Majeure, such notice to contain details of the circumstances giving rise to the Event of Force Majeure.
- 17.3 If a default due to an Event of Force Majeure continues for more than 4 weeks, then the party not in default will be entitled to terminate the Licence. Neither party will have any liability to the other in respect of the termination of the Licence as a result of an Event of Force Majeure.

18. WAIVER

- 18.1 The waiver by either party of a breach or default of any of these terms and conditions by the other party will not be construed as a waiver of any succeeding breach of the same or any other provision nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

19. NOTICES

- 19.1 Any notice, request, instruction or other document to be given under these terms and conditions shall be in writing and shall be delivered by first class post or by hand to the address of the other party shown in the Agreement (or to such other address for service of notices etc. as may have been notified by that other party in accordance with this clause) and any such notice or other document will be deemed to have been served (if delivered) at the time of delivery and (if sent by post) upon the expiration of 48 hours after posting.

20. INVALIDITY, SEVERABILITY AND WHOLE AGREEMENT

- 20.1 If any provision of these terms and conditions is found by any court or administrative body to be invalid or unenforceable, the invalidity or unenforceability of such provision will not affect the other provisions of these terms and conditions and all provisions not affected by such invalidity or unenforceability will remain in full force and effect. The parties agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.
- 20.2 The Agreement and these terms and conditions constitute the whole agreement and understanding of the parties as to their subject matter and there are no terms, conditions, warranties or obligations whether oral or written, express or implied, whether by statute or common law, other than those contained in or referred to in these terms and conditions.

21. ASSIGNMENT AND SUB LICENSING

21.1 The Licensee shall not be entitled to assign or otherwise transfer these terms and conditions nor any of its rights and obligations hereunder nor sub-license the use (in whole or in part) of the Software Materials without the prior written consent of the Company.

22. VAT

22.1 All amounts payable under the Agreement are exclusive of Value Added Tax (if applicable) which shall be paid at the rate and in the manner for the time being prescribed by law.

23. LAW

23.1 The Agreement will be governed by and construed in accordance with English law and the parties submit to the non-exclusive jurisdiction of the English courts.

24. Payment Terms

24.1 The Company will invoice the Licensee for each annual term. All payments shall be made in the local currency of the Reseller. Unless otherwise agreed, invoices shall be paid immediately, online using a payment card or other online payment method. The Company will operate an automatic monthly recurring payment scheme if the Licensee has opted for this spread payment option. Liability for the whole 12 months of payments continues for the whole licence term even in the event of expiration of any initial payment methods, cards or devices used.

25. Pricing

25.1 Unless otherwise expressly agreed in writing, the price for the Products and Services stated in the online web system shall be fixed and shall include all tax costs, expenses and charges (including delivery and insurance) chargeable in respect of the Products and/or Services. Both parties hereby agree that the Purchase Order is binding and the price within the Purchase Order shall be fixed unless otherwise agreed in writing.

Any price changes following the Company's receipt of the Purchase Order must be agreed by both parties in writing. Where the details provided by the Licensee within the Purchase Order do not match the Company sale price:

- (i) the order shall not be shipped; or
- (ii) the parties shall use all reasonable efforts to resolve any discrepancies within 24 hours; or
- (iii) the order shall not be made available until such time as the pricing discrepancy has been resolved and written confirmation has been provided to the Company by the Licensee, authorising activation.

All email records of any such agreements shall be retained by the Company until such time as the invoice has been paid by the Licensee. Products shall be invoiced after delivery. Services shall be invoiced after acceptance or (if no acceptance procedure applies) monthly in arrears in respect of Services provided in that month. Where the Company offers a discount to the Licensee, such discount shall be defined in the specific conditions between the parties or in the quotation. Discounts shall remain fixed until changed by mutual agreement of the parties, and shall be applied to Company's prevailing list prices (including promotions and incentives).