



Terms & Conditions

End-User Licence Agreement

Whereas

The Application that Newline Computing Systems Ltd ("Newline") provides is in a non-reusable form for first use by the Licensee.

The Licensee wishes to take and Newline wishes to grant the Licensee the right to use the Application, in accordance with the Terms and Conditions of this Agreement, in the course of their business.

In consideration for the grant of rights the Licensee will, at the Commencement Date of this Agreement, pay Newline or Distributor an initial charge ("Initial Charge") and on subsequent anniversaries of the Commencement Date pay Newline or Distributor an on-going Licence fee ("Licence Fee").

MODIFICATION OF THESE TERMS OF USE

Newline may wish to update or change the terms, conditions and notices for the service provided from time to time to reflect changes in the service, changes in the laws affecting the Services, or for other good reasons. You understand that Newline reserves the right to make these changes and that you are responsible for regularly reviewing these terms, conditions and notices. Continued access to or use of the Services provided by Newline after any such change shall constitute your consent to such change. Unless explicitly stated otherwise, any new features that change or improve the Newline Services shall be subject to the Terms & Conditions, as modified from time to time.

1. Definitions

- a. "Application" means the binary executable(s) that constitute the computer program supplied.
- b. "Licensed Product(s)", which means the Newline software application that licensee has acquired.
- c. "Commencement Date" means the despatch date of the Application to the Licensee by Newline or a Distributor.
- d. "Distributor" means an organisation or individual duly authorised by Newline to distribute Newline licensed material.
- e. "Licence Period" means a period of twelve (12) months starting on the Commencement Date or an anniversary thereof.
- f. "Concurrent Users" the maximum number of concurrent users expected to use the system or software at any one given time, the concurrent licenses are global and shared by anyone who needs to use the system.

2. Licence

- a. When you purchase a license key to a Licensed Product, upon delivery you will have a nonexclusive right to:
 - i. Install the licensed product on one or more computers
 - ii. Install the license key for the licensed product on the computer specifically identified in the license key
 - iii. Allow your end users to use the license product, during the license term set out in clause 3.a, as defined in 1.e.
 - iv. Make a reasonable number of copies of the licensed product solely for backup or archival purposes and
 - v. Make a reasonable number of copies of the documentation for the licensed product, and use the documentation solely to support your use of the licensed product.
- b. The license key issued by Newline determines the number of concurrent users allowed to use the application at any one time, concurrent users include servers, desktop PC's and remote or mobile devices.
- c. Newline grants the Licensee the right to transfer from time to time the Application to another computer provided that only one instance of the licensed material is installed at any one time.
- d. Newline does not grant the Licensee the right to use the Application on behalf of third parties without prior written permission from Newline.
- e. The Licence is personal to the Licensee and Newline does not grant the Licensee, in respect of the whole or any part of the Application or its associated documentation, the right to sell, transfer, rent, lease, sub-licence, loan, copy, modify, adapt, merge, translate, reverse engineer, de-compile, disassemble, reproduce or deal in the same in any way.
- f. From time to time Newline may change the Terms of this Agreement. When any Terms are changed, Newline will notify the Licensee by post and/or e-mail, and such notice will automatically take effect upon the commencement of the next license period.



3. Maintenance Services
 - a. Newline will provide to Customers during the License Period (as it may be renewed) the following Maintenance Services
 - i. Subsequent updates as available, containing modifications that are not charged for separately
 - ii. Updates to documentation as may from time-to-time become available
 - iii. Newlines reasonable efforts to promptly fix or provide a "work around" to any programming errors which are directly attributable to Newline and the current release of the program
4. Maintenance Fees
 - a. For the initial one-year term the maintenance fee will be outlined in the customer proposal. For subsequent one year renewal terms, the maintenance fee will also be that as outlined in the customer proposal. Unless;
 - i. Additional warehouse locations are added to the license agreement, whereby a new license agreement will be required to cover the additional locations
 - ii. Additional modifications that are charged for separately, are used by the customer, whereby additional maintenance fees will be charged at 15% of the modification charges
 - b. Payment with respect to renewals is due in full no later than thirty (30) days after the first day of the renewal term. Unless otherwise herein expressly provided, payment of the Maintenance Fee in full is due without any requirement of any purchase order, prior authorization, or any other documentation or conditions or contingencies from Customer. Unless otherwise herein expressly provided. Customer agrees to pay Newline a service charge of 1.5% per month on any overdue fees.
 - c. All payments to be made against invoices sent by Newline to the Licensee in relation to this Agreement shall be paid net 30 days from the date of invoice.
5. Duration
 - a. The Agreement shall commence on the Commencement Date for the Licence Period and thereafter shall continue for successive consecutive Licence Periods unless terminated pursuant to clause 6.
6. Termination
 - a. The Licence will be terminated by any of the following events:
 - i. either party gives the other party at least ninety (90) days' notice in writing to terminate this Agreement on or prior to the end of any Licence Period; or
 - ii. either party commits a material breach of the Terms and Conditions of this Agreement and such breach is not rectified within thirty (30) days after written notice; or
 - iii. if the other party has a receiver manager administrative receiver or administrator (or local equivalent under its law) appointed over the whole or a substantial part of its assets or ceases to carry on business; or
 - iv. if any order is made or any resolution passed for the winding up of the other party (except for the purposes of amalgamation or reconstruction) or local equivalent under its law.
 - b. If the Licence is terminated for any reason (other than by notice given by Newline pursuant to clause 6.a.i or 6.c), as the Application is in a non-reusable form, the Licensee shall not be entitled to any refund for any part of the Licence Period and shall be liable to pay to Newline any outstanding monies due hereunder.
 - c. Newline may, at its discretion, give the Licensee not less than six (6) months' notice or such notice as will expire at the end of the then current Licence Period that it intends to discontinue the Application. In that event, the Licensee will be entitled to receive a reimbursement of monies that have been paid to Newline pro-rata in relation to the remaining part of the Licence Period if any extends beyond the expiry of such notice.
 - d. Upon termination or expiry of this Agreement for any reason, the Licensee agrees to make no further use of the Application, remove it from all applicable computer systems, and return all copies of the Application and any associated documentation to Newline.
7. Fees and Charges
 - a. In consideration for the grant of rights by Newline to the Licensee in this Agreement, the Licensee shall pay to Newline the Initial Charge against an invoice raised by Newline in respect thereof.
 - b. Upon subsequent anniversaries of the Commencement Date, the Licensee shall pay to Newline the Annual Licence Fee against an invoice raised by Newline in respect thereof.
 - c. Reasonable transportation costs of any deliverables necessary under the terms of this Agreement shall be borne by the Licensee and paid to Newline by an invoice raised by Newline in respect thereof.
 - d. All payments to be made against invoices sent by Newline to the Licensee in relation to this Agreement shall be paid net 30 days from the date of invoice.
 - e. If the package containing the Application is obtained from a Distributor rather than directly from Newline, each reference to "Newline" within this Fees and Charges clause means and refers to the Distributor from which the package was acquired.



- f. The Customer shall not be entitled for any reason to withhold payment of monies due to Newline and in particular shall not be entitled to do so in circumstances where the customer is in dispute with Newline and or claims money or compensation from Newline in respect of services. Invoice queries MUST be raised within 14 days from invoice date.
 - g. Newline reserves the right to apply an administration fee to all invoices.
 - h. Newline may set a limit on the total amount which may be outstanding as unpaid on such an account at any one time. Newline reserves the right to refuse to provide services in the event of this limit being exceeded.
 - i. In the event of the customer being in breach of any of the terms and or conditions laid out Newline shall have the right [without prejudice to any other rights it may have] to terminate any agreement together with any account facility in place and or to suspend provision of services forthwith without notice. In the event of an account facility being terminated, all monies outstanding will become due for immediate payment in full
 - j. Newline reserves the right to change prices of accounts or services at any time all pricing is guaranteed for the period of one year from the purchase of your account, excluding government charges such as tax which can change out of the control of Newline.
 - k. In addition, Newline reserves the right to suspend other services until the outstanding debt is cleared. The customer is responsible for all money owed on the account from the time it was established to the time that the customer sends a cancellation request.
 - l. All Charges are exclusive of VAT and any other applicable purchase tax, import, and all other duties. Any failure by the Client to pay any fees due under these Terms and Conditions on the date specified shall be deemed to be a "material breach" of these Terms and Conditions.
8. Warranties, Limitations and Liability
- a. Newline warrants that it is the copyright owner of the Application and the documentation and that it has full rights to grant the Licence.
 - b. In no event will Newline be liable for any loss, liability or damage of any kind whether indirect or consequential (except personal injury or death resulting from Newline's negligence) including but without limitation any economic loss or other loss of profits business or goodwill arising from the Licensee's use of, or inability to use, the Application, or from errors or deficiencies in it except insofar as any such claim may arise from:
 - i. Any breach of this Agreement by the Newline
 - ii. Any invalidity or defect in title of Newline. In no event shall Newline's liability exceed the amounts paid to Newline for the then current Licence Period.
9. Force Majeure
- a. Neither party will be liable to the other party in any way whatsoever for destruction, damage, delay or any other matters of any nature whatsoever arising out of any circumstance or event outside the reasonable control of such party including without limitation war, rebellion, civil commotion, strikes, lock-outs or industrial disputes, fire, explosion, earthquake, acts of God, flood, drought or bad weather; the unavailability of deliveries, supplies, software, disks or other media or the requisitioning or other act or order by any government department, council or other constituted body.
10. Assignment
- a. The Licensee shall not be entitled to assign this Agreement, without the prior written consent of Newline, which consent shall not be unreasonably delayed or withheld. Notwithstanding the foregoing, Licensee may assign this Agreement together with all rights and obligations hereunder, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all of substantially all of its assets not involving a direct competitor of Newline.
 - b. Newline shall be entitled to assign this Agreement without reference to the Licensee.
11. General
- a. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement that shall remain in full force and effect.
 - b. This Agreement forms the entire agreement between the parties relating to its subject matter. Any variation of this Agreement (except for any variations arising out of clause 2.e) shall be binding only if it is recorded in a document signed by or on behalf of all the parties.
 - c. Failure or delay by either party to exercise any right or remedy under this Agreement does not constitute a waiver or bar to exercise of that right or remedy.
12. Notice
- a. Any notice or other document to be given under this Agreement shall be in writing and shall be deemed to have been duly given if left at or sent by hand or by registered post facsimile or other electronic media to the party at the address set out at the head of this Agreement or such other address as one party may from time to time designate by written notice to the other. Any such notice or other document shall be deemed to have been received by the address two working days after the same has been posted if sent by registered post or simultaneously with the delivery or transmission if left or sent by hand or if given by facsimile or other electronic means.



13. Jurisdiction

- a. This Agreement shall be governed by English law and subject to the non-exclusive jurisdiction of the English Courts.

14. Headings to paragraphs and clauses

- a. Headings to paragraphs and clauses shall not be taken into account in the interpretation of this agreement.