



Irradiant Ltd. eFiler End User Licence Agreement

This document applies to both the TRIAL and LICENSED versions of Irradiant Ltd. eFiler ("eFiler"). Specifics to the TRIAL version are that users are free to distribute links to download this software, solely from websites owned by Irradiant Ltd, to the people of their choice as long as this is not done as a commercial transaction involving the lease, loaning, sale, resale of eFiler or passing off of eFiler as the intellectual property of any individual or company that is not Irradiant Ltd or its shareholders. It is forbidden for companies other than Irradiant Ltd and for any individual to host any installable version of eFiler for download on websites on either the internet or on corporate intranets.

Please read this licence agreement carefully. In installing eFiler you agree to be bound by the terms of this licence agreement.

1. Licence.

Irradiant Ltd hereby licenses you to install and use eFiler on as many machines as you like in TRIAL mode and on as many machines as have had an agreed number of licences purchased to be used in LICENSED mode for Outlook clients or for as many users as are required in LICENSED mode on a server of remote desktop via RDP or "thin client" such as Citrix. Irradiant Ltd ("Irradiant") retains all the rights, title, copyrights, trademarks, trade secrets and other intellectual property rights therein. The eFiler software in this package and any copies which this licence authorises you to make are subject to this licence. You acknowledge that your possession, installation or use of eFiler does not transfer to you any title to the intellectual property in the eFiler software and that you will not acquire any rights except as described in this licence agreement. You agree that any copies of eFiler will contain the same proprietary notices that appear on and in eFiler. Irradiant encourages the licensee to test eFiler for suitability and fitness for purpose prior to the purchase of any licences. Irradiant undertakes that eFiler will work as described in documentation pertaining to eFiler. Irradiant does not guarantee eFiler to be free from errors which do not materially affect its stated performance.

2. Term and termination.

This licence shall be perpetual beginning on the date you install eFiler. Your licence gives you access to the current version of eFiler at the time of your acceptance of the terms of this licence and to updates to eFiler for a period of one year from the beginning of this licence. Notwithstanding the foregoing your rights under this licence will terminate automatically without notice from Irradiant if you fail to comply with any of the terms hereof. Irradiant reserves the right to revoke licences at its sole discretion in the event of any breach of the terms of this licence or in the event of non payment for licences whose purchase has been agreed upon between Irradiant and the licensee or its employees or agents. Non payment shall be deemed to have occurred 120 days after the placement of an order for licences of eFiler with Irradiant and the delivery of licensing details to the purchaser.

3. Permitted uses and restrictions.

The licensee is permitted to use eFiler in LICENSED mode on as many computers as licences have been purchased by the licensee or by agreement with Irradiant on as many computers as Irradiant chooses. The licensee may not decompile, reverse engineer, disassemble, modify, rent, lease, loan, sell, resell, sublicense, distribute or create derivative works based on eFiler in whole or part. The licensee may not transfer their rights under this licence except with the written agreement of Irradiant.

4. Exclusions and disclaimer.

Irradiant shall not be liable for any loss arising out of the use of eFiler. This licence agreement covers the use of eFiler in the country of purchase and shall be governed by the laws of England and Wales. No term of this licence agreement confers to any third party any benefit or right to enforce this licence agreement. Neither Irradiant nor the licensee shall be held liable for any failure to perform their obligations under this licence agreement if such failure results from circumstances beyond the reasonable control of either party. The use of eFiler in conjunction with online storage provided by third parties is subject to the Terms and Conditions set out by the third party service providers and Irradiant Ltd. shall not be liable for any loss arising out of the use of third party storage services.

5. Technical support, maintenance and upgrades.

Irradiant agrees to provide technical advice on the use of eFiler by telephone or by internet based services for a period of one year after the purchase of licences and the receipt of payment for those licences. In giving a response to a query a solution cannot be guaranteed but Irradiant agrees to try to respond to a query within 24 hours and to make all reasonable attempts to provide a solution including the creation of an upgrade to eFiler if it is deemed necessary. For continued access to upgrades and technical support for subsequent years an annual maintenance fee will be payable. A renewal notice will be sent prior to the end of the initial year's use of eFiler for an additional year's support and maintenance and the agreement will not continue unless Irradiant has received payment for it. Irradiant reserves the right to change the annual support fee at any time. Irradiant is not obliged to provide technical assistance where the request has been caused by the malfunction of any hardware or software not provided by Irradiant or where a user is incompetent to follow reasonably simple instructions to remedy a problem or where the problem has been caused by the negligence of a user.

6. TRIAL and LICENSED versions of eFiler.

eFiler will run for a fourteen day period after installation and will not work beyond the end of this period unless trial licences are provided by Irradiant at its sole discretion or licences are purchased by the licensee. In order to license a computer to run eFiler Irradiant will issue a licence serial number to be entered into the appropriate field in the eFiler user interface and upon that computer's connection to the Irradiant licence server via Port 80 its MAC addresses, IP number and machine name will be recorded by the Irradiant licence server to activate the licence and to facilitate technical support. Upon the revocation or termination of a licence this information will be deleted. The licence will revert to the trial mode on computers which are disconnected from the internet but this does not affect the rights of licensees under the terms of this licence agreement.

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