# SOFTWARE LICENCE

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## 3 PERMITTED USE

3.1 When first installed, the Software may be used without purchasing a license and without obtaining a license key for a period of up to 30 days for the purposes of evaluation only (the "trial period").

3.2 At the end of this trial period, you must obtain a license key from the Licensor to continue to use the Software. This license key allows the Software to run on a designated Central Processing Unit (CPU) (identified by its serial number) and software processor group (P05-P60) either for a specified length of time (a "temporary key") or for an unlimited period (a "permanent key"). In the case of systems divided into separate logical partitions (LPARs), a license is required for each partition unless otherwise agreed by the Licensor.

3.3 The Licensor may, at its discretion, allow an extension of the trial period beyond the normal 30 days by issuing temporary license keys.

3.4     Upon receipt of payment, the Licensor will issue a permanent license key for the product.

3.5     If, at the end of your trial period, you do not wish to purchase the software, it should be uninstalled, deleted and any copies destroyed within 14 days of the expiry of the trial.

3.6     Any applications for license keys should be addressed to the Licensor by e-mail to sales@ariadnesoftware.co.uk.

3.7     You may make copies of the Software for backup, archival and other security purposes provided that all copyright notices and any other proprietary notices specified on the Software are reproduced on any such copies or partial copies.

**4       RESTRICTIONS ON USE**

4.1     Use of the Software is restricted to the CPU (identified by the system serial number) and software processor group (P05-P50) designated on the invoice only.

4.2     In the event of a hardware upgrade, if the serial number or processor group of the licensed machine changes, a new license key must be obtained from the Licensor.

4.3     You may not, nor permit others to:

4.3.1    use, copy, modify or transfer the Software (including any related documentation) or any copy, in whole or in part, including any print-out of all or part of any database, except as expressly provided for in this Licence Agreement;

4.3.2    create derivative works based upon the Software;

4.3.3    translate, disassemble, decompile, reverse engineer or modify the Software;

4.3.4    delete, vary or obscure any proprietary notices on or in the Software.

**5. SUPPORT AND MAINTENANCE**

5.1     Users of the software are entitled to support and maintenance (as defined below) so long as a valid support and maintenance contract is in force.

5.2     A support and maintenance contract is provided free of charge during the first 12 months following the date of the original purchase invoice, and comes into force as soon as that invoice has been paid in full

5.3     Upon expiry of the initial free support and maintenance period, support and maintenance will become chargeable. The customer will be billed the appropriate maintenance charge for the processor group on which the product is installed on the anniversary of the original invoice and annually thereafter in accruals.

5.4     The support and maintenance contract will lapse if the renewal invoice remains unpaid for 30 days after the expiry of the previous support and maintenance contract period.

5.5     During the first year of free maintenance, and on condition that maintenance invoices have been paid thereafter, customers will be entitled to:
5.5.1    "Maintenance", consisting of: free software upgrades to new versions of the Software if and when these are released; up to 30 days per annum of temporary keys on unlicensed machines for testing and disaster recovery purposes; free license transfers to new systems (upgrade charges may apply if the processor group goes up).

5.5.2 "Support", consisting of technical support and problem analysis and resolution where reasonably possible. Problems should be notified by email to support@ariadnesoftware.co.uk. The Licensor will use its best endeavours to respond to reasonable requests for assistance. Minimum 10% discount off other purchases.

## 6 UNDERTAKINGS

6.1 You undertake to ensure that any third party is made aware of the terms of this Licence Agreement before using the Software.

6.2 You undertake to hold all data (including object and source codes), drawings, specifications, software listings and all other information relating to the Software, confidential and not at any time disclose the same, during this licence or after its expiry or whether directly or indirectly, to any third party without our consent.

6.3 In the event of a run-time error occurring, the software will collect diagnostic information required to investigate the error and transmit this information using FTP to ariadne's webserver. The information includes a joblog, the output from DSPJOB and a snapshot of the software status. By accepting this agreement you indicate your permission for this to happen.

If you do not wish the software to transmit this information automatically, you should disable this feature by setting environment variable AR_ERR_SEND_LOG_FILE to *NO, e.g.

```
ADDENVVAR ENVVAR(AR_ERR_SEND_LOG_FILE) VALUE(*NO) LEVEL(*SYS)
```

## 7 OWNERSHIP

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## 8 LIMITED WARRANTY

8.1 Subject to the limitations and exclusions of liability set out below, the Licensor warrants that for a period of 14 days from the date of downloading of the Software (the " Warranty Period"), the Software will conform to the documentation that accompanies it.

8.2 The Licensor will indemnify you for personal injury or death directly resulting from any defect in its products or the negligence of its employees.

8.3 The Licensor shall not be liable under the warranties given in clause 8.1 above if the Software fail to conform to the said warranty because of any corruption, abuse or incorrect use of the Software (including use of the Software with equipment or other software which is incompatible) or because of any variation, modification or addition to the Software not performed by the Licensor or any party on behalf of the Licensor.

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**10    LIMITATION OF LIABILITY**

If the Software fail to conform to the warranties set out in clause 8.1 above you may, as your sole and exclusive remedy, obtain a replacement if you return the Software to the Licensor or to your supplier during the Warranty Period. If, during the Warranty Period, the Licensor is unable to deliver a replacement which is free of material defects, you may terminate this Licence Agreement by returning the Software to the Licensor or your supplier along with written proof that it has been uninstalled from the system and any money you paid for the Software will be refunded, along with the cost of postage and packing.

**11    EXCLUSION OF LIABILITY**

11.1    In no event shall the Licensor be liable to you for any damages, including loss of business, loss of opportunity, loss of data, loss of profits or for any other indirect or consequential loss or damage whatsoever arising out of the use of or inability to use the Software, or caused by the application of a patch, PTF or fix, or resulting from any action implied, suggested, recommended or advised by the Licensor or one of its representatives or distributors as part of the support and maintenance contract, even if the Licensor has been made aware of the possibility of such damages.

11.2    Nothing in this Licence Agreement shall exclude or limit the liability of the Licensor for fraudulent misrepresentation or for death or personal injury resulting from the negligence of the Licensor.

**12    TERMINATION**

12.1    This Licence Agreement will terminate automatically if you breach of any of its terms or if you uninstall, delete and destroy the Software and any copies.

12.2    Upon termination all rights you have to use the Software will cease and you must uninstall, destroy or delete the Software and all copies from all storage media in your control.

**13    SEVERABILITY**

If any provision of this Licence Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Licence Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

**14    ENTIRE AGREEMENT**

This Licence Agreement contains the entire Agreement between us relating to the subject matter and supersedes all proposals, representations, understandings and prior agreements, whether oral or written, and all other communications between us relating to that subject matter.

**15    GOVERNING LAW AND JURISDICTION**

This agreement shall be governed by and construed in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales. No legal actions related to the use of this software may be brought in any court outside of England or Wales.