

## 1 INTRODUCTION

1.1 This Licence Agreement ("Agreement") is an agreement between you and Afentis Forensics. Please read these terms and conditions carefully before downloading any software and applicable documentation as they contain important information about your rights and obligations. It governs your use of the software ("the Software") supplied to you by Afentis Forensics and related documentation. In particular, we draw your attention to clause 8 (limitation of liability).

1.2 By downloading, installing or otherwise using the Software you agree to be legally bound by this Licence Agreement as it may be modified and posted on our website from time to time.

1.3 If you do not wish to be bound by this Agreement, then you may not download or use the Software.

## 2 LICENCE

2.1 Specific conditions of use which apply to the type of licence you have acquired from Afentis Forensics are:

§ Evaluation Licence for non-chargeable Software: You may use the Software freely within your organisation to assess whether it meets your needs.

§ Evaluation Licence for chargeable Software: You may use the Software within your organisation to assess whether it meets your needs for a period of up to 30 days from its supply to you. At the end of this period, if you do not purchase another licence from Afentis Forensics you must destroy all copies of the Software supplied to you, including copies installed on any computer, and all related documentation.

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§ With a single End-User PC Licence provided in licence key format, you may install and use one copy of the Software on a single computer. You may not share the licence between different computers, nor install it on a server based computer, nor use the Software on more than one computer at the same time. Use of the software on a second computer such as a portable or laptop will require a further licence.

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§ In addition to the above, if you have bought a licence for a number of concurrent users, you may install the Software on any number of computers at one single physical (geographical) location notified to Afentis Forensics provided it is used on no more computers than that number of licensed users at any one time.

2.3 Licences are non-transferable. Licence name changes within 12 months of licence purchase may be permitted on charge of an administration fee. After this period, licence name changes are not permitted.

## 3 RESTRICTIONS ON USE

3.1 You may make a reasonable number of copies of the Software and licences, solely for backup and recovery purposes. Any such copies shall in all respects be subject to the terms and conditions of this Agreement.

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3.7 You shall not use the software for training purposes without the specific written authority of Afentis Forensics.

3.8 You shall not use visual representations of the software in any publication without the written permission of Afentis Forensics.

3.9 You shall not use the Software in any way other than in a manner specifically licensed under this Agreement.

3.10 You shall not display the Software on a public bulletin board, website, chat room or by any other unauthorised means.

3.11 Licence name changes are only permitted from 12 months of purchase (after this period, the purchase of a full licence is required).

#### **4 INTELLECTUAL PROPERTY RIGHTS**

4.1 The copyright, patents, trade marks and all other intellectual property rights in the Software and related documentation are owned by and remain the property of Afentis Forensics or its suppliers and are protected by national laws and international treaty provisions. You do not obtain any rights in the Software other than those expressly granted in this Agreement.

#### **5 TERMINATION**

5.1 This Agreement is effective until terminated. This Agreement will terminate automatically if you fail to comply with any provision of this Agreement. Upon notice of termination from Afentis Forensics you shall destroy the documentation and all copies of the Software promptly.

#### **6 UPDATE POLICY**

6.1 Afentis Forensics may create, from time to time, updated versions of the Software. Afentis Forensics will make any such updated versions available to licensees who have paid the update fee. If you acquire an updated version of the Software then all copies of the previous version must be destroyed and not used, except for one copy which may be retained solely for archival purposes.

#### **7 WARRANTY**

7.1 Subject to the limitations upon its liability set out in clause 8, Afentis Forensics warrants that:

§ 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.

§ The Licensor shall not be liable under the warranties given in clause above if the Software fails 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.

7.2 Disclaimer of warranty: Some of the Afentis Forensics software may be designated as alpha, beta, development, pre-release, untested, or not fully tested versions of the software. Such software may contain errors that could cause failures or loss of data, and may be incomplete or contain inaccuracies. You expressly acknowledge and agree that use of the software is at your sole risk. The software is provided "as is" and without warranty of any kind.

## **8 LIMITATION OF LIABILITY**

8.1 Nothing in this Agreement shall limit Afentis Forensics's liability for:

§ Fraud or other criminal act;

§ Any other liability that cannot be excluded by law.

8.2 Subject to clause 8.1, Afentis Forensics accepts no liability for any direct, indirect or consequential loss or damage, or for any loss of data, profit, revenue, anticipated savings or business, however caused and even if foreseeable or made known to Afentis Forensics.

8.3 Except as provided in clause 8.1, Afentis Forensics's maximum liability to you for any cause whatsoever will be limited to the amount paid for the Software.

## **9 SEVERABILITY**

9.1 If a Court or other competent authority decides that any provision of this Agreement is void or otherwise ineffective in whole or in part then any other part and the other terms and conditions of this Agreement shall continue in full force and effect.

## **10 THIRD PARTY RIGHTS**

10.1 The parties do not intend that any term of this Agreement shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.

## **11 ENTIRE AGREEMENT**

11.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all previous agreements, arrangements or undertakings between the parties relating to the subject matter of this Agreement and any representations or warranties previously given or made to it. Afentis Forensics reserves the right to change this licence agreement at any time and without notice.

## **12 ASSIGNMENT**

12.1 You may not assign this Agreement or any of its rights or obligations hereunder nor sub-license the use (in whole or in part) of the Software without Afentis Forensics's prior consent.

## **13 NOTICES**

13.1 All notices shall be given:

§ To Afentis Forensics via e-mail at [legal@afentis.com](mailto:legal@afentis.com)

## **14 GOVERNING LAW**

14.1 This Agreement is governed by and interpreted in accordance with English law. Any disputes or claims relating to this Agreement shall be subject to the exclusive jurisdiction of the English Courts.