



## **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 purchasing / installing and or using eFiler you agree to be bound by the terms of this licence agreement. If you are entering into this EULA agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions. If you do not agree with the terms and conditions of this EULA agreement, do not install or use the software, and you must not accept this EULA agreement. The terms also apply to any updates, supplements, Internet-based services, and support services for the Software as supplied by Irradiant Ltd., unless other terms accompany those items on delivery. If so, those terms apply.

Irradiant Ltd will not be bound by any Buyers terms and conditions. Any variation to this agreement must be made in writing and signed by a director of Irradiant Ltd.

### **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 computers 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 (subject to a minimum of 5) in LICENSED mode on a server of remote desktop via RDP or "thin client" such as Citrix in accordance with the terms of this EULA agreement. 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. It is the customers responsibility to determine suitability, compatibility and fitness for purpose before a licence is purchased. Irradiant Ltd does not guarantee eFiler to be free from errors. The end user should use the software in accordance with the documentation provided.

### **2. Customer Obligations**

The customer undertakes to ensure that all hardware devices meet the minimum system requirements stated in the documentation. The customer shall use the software in accordance with the User Guide and within all local laws.

### **3. Term and termination.**

This licence shall commence 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 as long as you have purchased a current subscription plan or remain eligible for support under a valid maintenance plan on a perpetual licence. A subscription licence is valid for the term agreed at the time of purchase. Subscription licences will automatically renew for the same term as the original subscription (unless otherwise agreed at the start of a subscription). The customer must provide at least 14 days written notice prior to the renewal date should they wish to cancel their subscription and terminate the agreement. Price variation on subscription renewals will be provided with a minimum of 30 days notice. 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.

### **4. 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. Irradiant Ltd. reserves the right to grant licences to use the Software to third parties. You may not use the software in any way that breaches any applicable local, national or international law.



#### 5. Exclusions / Third Party services.

No term of this licence agreement confers to any third party any benefit or right to enforce this licence agreement. 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.

#### 6. Limitation of Liability

Irradiant Ltd. Shall under no circumstances whatsoever be liable to the customer for any loss of profit, or any indirect or consequential loss arising under or in connection with this agreement. Irradiant Ltd's total liability to the customer is respect of all losses arising under or in connection with the installation, use or support provided for eFiler shall in no circumstances exceed the price of the licence or annual support fee paid to Irradiant Ltd (excluding any VAT) in the prior 12 months. 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.

#### 7. Technical support, maintenance, and upgrades.

Irradiant agrees to provide technical advice on the use of eFiler by telephone or by internet-based services for as long as the customer holds a valid subscription or annual maintenance plan. In giving a response to a query a solution cannot be guaranteed. For continued access to upgrades and technical support the subscription or annual maintenance plan must be held continuously (subject to payment of the relevant fee). It remains the customers responsibility to process a renewal before any support lapses. Irradiant reserves the right to change the annual support fee or subscription 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. All support requests must be presented by a competent and knowledgeable user of the software who is able to follow reasonably simple instructions to remedy a problem. It is the customers responsibility to provide adequate steps to reproduce any errors reported and/or to provide access to a test account and test environment by remote access (using TeamViewer or 3rd party remote access software) as licenced to the customer. Support services are limited to eFiler functionality. Where appropriate, we may offer a remote support session to review and resolve any issues directly. It is the customers responsibility to ensure all updates are applied and they all systems and data are backed up. The customer and their staff must always conduct themselves in a professional and courteous manner.

#### 8. Payment

Payments are collected automatically in advance by credit card or direct debit. Where a quotation has been provided any stated payment terms take preference. Additional subscription licences will be charged on a pro-rata basis for the remainder of the current subscription period. Any licences added on a pro-rata basis form part of the same agreement, licence term and will be subject to the same volume discounting policy. Multi year agreements are charged annually in advance. All payments are non-refundable.

#### 9. TRIAL and LICENSED versions of eFiler.

eFiler will run for a 14 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. 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 443 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.

#### 10. Severability

If it is held under any enactment or rule of law 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.

#### 11. Publicity

We may, without your prior consent disclose that you are a customer of Irradiant Limited. This may be by publicly displaying your company logo on our website, by way of customer reference in an email. We will never disclose contact details without your prior consent.

#### 12. Governing Law

This EULA agreement, and any dispute arising out of or in connection with this EULA, shall be governed by and construed in accordance with the laws of England and Wales.



### 13. Confidential information

For the purposes of this clause, 'Confidential Information' means any and all information, data and material of a technical or business nature or relating in any way to your business, products, services, customers and personnel which Irradiant may receive or obtain in connection with the operation of this EULA or otherwise or information received by Irradiant which is expressly identified as confidential, or which ought reasonably to be regarded as confidential.

Irradiant shall keep secret and strictly confidential any of your Confidential Information and Irradiant shall not without your prior written consent disclose any such Confidential Information (in whole or in part) to any person other than:

- (a) to those of its employees involved in the implementation of this EULA and who have a need to know the same for performance of their duties provided always that such parties are bound by obligations of confidence that are no less onerous than those set out in this contract; or
- (b) to any authority or person to whom Irradiant is compelled to make disclosure as a consequence of any law, regulation, action, suit, proceedings or claim.

Irradiant shall promptly notify you in writing in advance of each disclosure of information that it proposes to make under (b) above.

The provisions of Clause 10 shall not apply to any information to the extent that it can be shown by Irradiant to be:

- (a) already in its possession other than as a result of a breach of this Clause; or
- (b) in the public domain other than as a result of a breach of this Clause.

The obligations of the parties under this Clause 10 shall continue after the expiry or the termination of the EULA for whatever reason for a period of two (2) years.

We may revise the terms and conditions of the agreement at any time and will notify you of any changes. Continued use of the software after any such changes shall constitute your consent to such changes. To review the current EULA visit <https://efiler.co.uk/eula> at any time.

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