

# Software Product Licence Agreement (v2) November 2019

## Model Expert



### Definitions

1. In this Licence Agreement, unless the contrary intention appears:
  - 1.1. "Software Product" means Model Expert™ and includes printed materials and online and electronic documentation.
  - 1.2. "Trial edition of Model Expert™" means the edition of the software product which is available free of charge for evaluation purposes for a period of 30 days.
  - 1.3. "Registered Edition of Model Expert™" means the edition of the software product which is available for purchase from the web site:  
(<http://www.eadocx.com/modelexpert>), or by manual installation by a Model Expert™ representative.
  - 1.4. "Support Services" means email-based support provided by eaDocX Ltd. including advice on usage of the software product, investigation of bugs, fixes, download of new versions, and general product support.
  - 1.5. "eaDocX Ltd." is the company number 07147256, Registered address The New Inn Business Centre, 527 Moseley Road, Balsall Heath, Birmingham B12 9BU.

### Agreement

2. This agreement is between you as Licensee and eaDocX Ltd. for the use of the software product.
3. The copyright in the software product and its documentation is owned by eaDocX Ltd.
4. Subject to the terms of this agreement, you are granted rights for the periods set out in this agreement to use the software product.
5. You do not acquire ownership of copyright or other intellectual property rights in any part of the software product by virtue of this agreement.

# Software Product Licence Agreement (v2) November 2019

## Model Expert



### Grant of licence for the Trial Edition

6. Subject to the terms of this agreement, you are permitted to use the Trial edition of Model Expert™ for evaluation purposes without charge for a period of 30 days from the date of installation.
7. After 30 days, some features of the software will be automatically disabled.
8. If you choose to use all features of the software product after the 30-day evaluation period, a licence for the Registered Edition of Model Expert™ must be purchased.
9. A full description of the features which require a licence for the Registered Edition of Model Expert™ is included on the website at <https://www.eadocx.com/modelexpert>

### Grant of licence of the Registered Edition

10. Upon payment of the licence fee, you will be sent details on where to download the Registered Edition of Model Expert™ and will be provided with a software licence key code by email with which to unlock the software product.
11. Upon purchase of a Single User licence for the Registered Edition of Model Expert™ you are granted one of the following rights:
  - 11.1. The right to install and use one copy of the software product on a single computer; or
  - 11.2. To store or install a copy of the software product on a storage device, such as a network server, used only to install or run the software product for a single user.
12. Upon purchase of a Group licence for the Registered Edition of Model Expert™ you are granted one of the following rights:
  - 12.1. The right to install and use the software product on the number of computers according to the licence size purchased; or

## Software Product Licence Agreement (v2) November 2019

### Model Expert



- 12.2. To store or install a copy of the software product on a storage device, such as a network server, used only to install or run the software product for the number of users, according to the licence size purchased.
13. Upon purchase of a licence for the Registered Edition of Model Expert™ you are also granted the following rights:
- 13.1. To use the product until the licence expiry date.
- 13.2. To make copies of the software product for backup and archival purposes only.
- 13.3. To receive Support Services during the validity period of the licence.
- 13.4. To download the purchased version, or any newer versions of the Registered Edition from the [www.eaDocX.com](http://www.eaDocX.com) website during the licence validity period.
- 13.5. To move the product from one computer to another, provided it is still to be used by the original user.
- 13.6. For the duration of the validity period, to submit requests for new function, and report bugs via the [www.eaDocX.com](http://www.eaDocX.com) website and to receive Support Services.
14. By accepting these licence terms, you also give permission for your computer to send, at a time interval to be determined by eaDocX Ltd, some details of your computer to the [eaDocX.com](http://eaDocX.com) website for the purposes of fraud detection. These details will be:
- 14.1.1. The MAC (Media Access Control) address of the network card of your computer
- 14.1.2. The IP address of your computer
- 14.1.3. The licence key which you are using on your computer
- 14.1.4. The software version and Software Edition which you are running.
- 14.2. eaDocX Ltd. will use this information to:

## Software Product Licence Agreement (v2) November 2019

### Model Expert



- 14.2.1. determine whether the licence is being used in accordance with the terms of this agreement,
- 14.2.2. to inform you of any software updates which you may wish to install
- 14.2.3. and for no other purpose.
- 14.3. If eaDocX Ltd. suspects that the licence is not being used in accordance with this agreement, then a warning will be issued which will be shown to the user.
- 14.4. If eaDocX Ltd. determines that the licence key is not being used in accordance with this agreement, then eaDocX Ltd. may disable the licence key.
- 15. For the avoidance of doubt, if you wish to increase the number of users entitled to use the software product, you must purchase additional licences.

#### **Purchase of Additional Support Services**

- 16. Licences for the Registered Edition of Model Expert have a fixed expiry date. To extend use of Model Expert after licence expiry, and to receive product support services, new licence(s) must be bought.

#### **Additional limitations**

- 17. You agree not to:
  - 17.1. Sell, lease, sub-license, loan or distribute the software product.
  - 17.2. Translate, adapt, vary, modify, decompile, disassemble, reverse engineer, create derivative works of, modify, or otherwise interfere with the software product.
  - 17.3. Reproduce or distribute licence key codes.

#### **Assignment**

# Software Product Licence Agreement (v2) November 2019

## Model Expert



18. You may assign your rights under this agreement to another person within the same organisation, provided that that person first confirms via email to eaDocX Ltd. (at [licences@eadocx.com](mailto:licences@eadocx.com)) that he or she agrees to the terms of this agreement.

### Warranties

19. eaDocX Ltd. warrants that:

- 19.1. The software product will only work in environments which are described on the website [www.eadocx.com](http://www.eadocx.com).
- 19.2. The software product will perform substantially in accordance with the accompanying written materials for a period of 12 months from the date of download.
- 19.3. eaDocX Ltd. support engineers will make reasonable efforts to solve any problems associated with the software product during this 12-month period, as reported by you via the [www.eadocx.com](http://www.eadocx.com) website.

### Exclusions

17. To the maximum extent permitted by law, all liability is excluded for claims, expenses, losses, damages and costs made against or incurred or suffered by you or anyone else directly or indirectly arising out of:

- 17.1. Use of the software product;
- 17.2. Inability to use or obtain access to the software product;
- 17.3. Negligence of eaDocX Ltd. or its employees, contractors or agents in connection with the performance of the software product or support services.
- 17.4. Termination of this agreement by either party for any reason.

# Software Product Licence Agreement (v2) November 2019

## Model Expert



### Termination

18. Without prejudice to any other rights, eaDocX Ltd may terminate this agreement and your right to use the software product if you fail to comply with any of its terms.

19. Upon termination you shall ensure that all copies of the software product and all of its component parts are destroyed and / or removed from the computer or network on which they have been placed.

### Governing law and jurisdiction

20. This agreement shall be construed in accordance with the laws of England.

21. Any dispute arising out of this agreement or the purchase or use of the software product may only be determined by a court in England or Wales.

# Software Product Licence Agreement (v2) November 2019

## Model Expert



### Exclusions

20. To the maximum extent permitted by law, all liability is excluded for claims, expenses, losses, damages and costs made against or incurred or suffered by you or anyone else directly or indirectly arising out of:
- 20.1. Use of the software product;
  - 20.2. Inability to use or obtain access to the software product;
  - 20.3. Negligence of eaDocX Ltd. or its employees, contractors or agents in connection with the performance of the software product or support services.
  - 20.4. Termination of this agreement by either party for any reason.

### Termination

21. Without prejudice to any other rights, eaDocX Ltd. may terminate this agreement and your right to use the software product if you fail to comply with any of its terms.
22. Upon termination you shall ensure that all copies of the software product and all of its component parts are destroyed and / or removed from the computer or network on which they have been placed.

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