



PLEASE READ THESE LICENCE TERMS CAREFULLY

This licence agreement (**Licence**) is a legal agreement between you (**Licensee** or **you**) and **ORBNET Systems Ltd** registered in England and Wales under company number 12172684 whose registered address is Unit 2.02 High Weald House, Glovers End, Bexhill, United Kingdom, TN39 5ES

(**Licensor** or **ORBNET Systems**) for:

The ORBNET Systems' computer software as detailed on the website, the data supplied with the software, and the associated media (**Software**) and printed materials and electronic documentation, if any (**Documentation**).

ORBNET Systems license use of the Software and Documentation to you on the basis of this Licence depending on whether you are using the Software during the Trial Period or if you have purchased the Software. Our Software is usually sold by an authorised reseller and their terms of sale will apply. Alternatively, ORBNET Systems may have sold the Software to you directly, in which case our terms of sale available, [here](#), will apply.

Some of the terms of this Licence may vary depending on whether you are a business customer or a consumer, as defined below:

- you will be a **business customer** if you are using the Software and Documentation for purposes relating to your trade, business, craft or profession; or
- you will be a **consumer** if you are using the Software and Documentation for personal use, wholly or mainly outside of your trade, business, craft or profession.

ORBNET Systems remains the owner of the Software and Documentation at all times.

ORBNET Systems have set out the operating system requirements in the Application Install Guide (**Operating System**).



AGREED TERMS

LICENCE AND TERMS THAT APPLY TO THE TRIAL PERIOD

1. GRANT AND SCOPE OF LICENCE

- 1.1 If you are trialling the Software free of charge during the Trial Period, this clause 1 shall apply to you and if there is an inconsistency between any of the provisions in this Licence and this clause 1, the provisions of this clause 1 shall take precedence.
- 1.2 The Licensor hereby grants you a personal, non-transferable, non-exclusive licence to use the Software for 30 days from the date of installation (**Trial Period**) solely for the purposes of evaluating the Software before you purchase it. Subject to clause 1.3, you acknowledge and agree that this Licence will terminate after the Trial Period and you must stop using the Software. The Software will, or may, automatically "time out" (that is to say, cease to operate) at the end of the Trial Period.
- 1.3 ORBNET Systems may agree in writing to extend the Trial Period and in which case this clause 1 shall continue to apply for the renewed Trial Period. **If you purchase the Software after the Trial Period you will be accepting the full licence of the Software set out at clauses 2 to 13.**
- 1.4 You may make such copies of the Software as are necessary to evaluate the Software on your computer system or for back-up purposes, but not for any other purpose and you may not load all or any part of the Software on any other computer other or system without prior written agreement from the Licensor.
- 1.5 During the Trial Period this licence may be terminated immediately by the Licensor giving written notice if you are in breach of any of your obligations under this agreement. The licence may be terminated by you during the Trial Period upon seven days' written notice or upon acceptance by you of a full licence for the Software. Upon termination not followed by a full licence, the Recipient shall within two working days return to the Licensor all copies of all or part of the Software on any tangible medium and any Documents and shall completely delete all electronic copies of all or any part of the Software and/or any information disclosed



by, or on behalf of, the Licensor relating to the Software resident in your computer system or elsewhere.

1.6 As the Software is being provided free of charge during the Trial Period:

1.6.1 Save for death and personal injury caused by the Licensor's negligence or any other liability that cannot be excluded or limited by English law, the Licensor shall have no liability of any kind in any circumstances whatever to you in respect of the Software or Documentation. In particular, the Licensor shall have no liability in any circumstances whatever for any data loss or corruption and you agree that you have sole responsibility for protecting your data during installation and evaluation of the Software.

1.6.2 No representations, conditions, warranties or other terms of any kind are given in respect of the Software or the Documentation, and all statutory warranties and conditions are excluded to the fullest extent possible.

1.7 In the event that the Licensor shall be found liable to you for any reason other than any liability that cannot be excluded or limited by English law, the sums payable to you in respect of such liability shall not in any circumstances exceed the price you would have paid for the Software at the time of installation.

1.8 Clauses 3 (Restrictions), 4 (Intellectual Property), 9 (Communications with Consumers), 10 (Communications with Businesses), 11 (Event Outside our Control), 12 (How ORBNET Systems may use your Information) and 13 (Other Important Terms) of this agreement shall apply to you.

FULL LICENCE AND TERMS THAT APPLY WHEN YOU PURCHASE THE SOFTWARE

2. GRANT AND SCOPE OF LICENCE, MINOR CHANGES, UPDATES

2.1 When you purchase the Software clauses 2 to 13 inclusive will apply to you.

2.2 In consideration of you purchasing the Software and agreeing to abide by the terms of this Licence, the Licensor hereby grants to you a non-exclusive, non-transferable licence to use



the Software and the Documentation on the terms of this Licence in perpetuity unless terminated in accordance with this Licence.

2.3 You may:

2.3.1 install and use the Software, if you are a **consumer** for your personal purposes only and if you are a **business customer**, for your internal business purposes only:

2.3.1.1 On one central processing unit (CPU) if the Licence is a single-user licence or the Software is for single use; or

2.3.1.2 If the Licence is a multi-user or network licence, by the number of concurrent users agreed.

2.3.2 Provided it is used at any one time on only one computer owned or leased by you, transfer the Software from one computer to another;

2.3.3 Provided you comply with the provisions in condition 2.5.2, make a copy of the Software for back-up purposes only; and

2.3.4 Receive and use any free supplementary software code or update of the Software incorporating "patches" and corrections of errors as may be provided by the Licensor from time to time (but see condition 2.4 and condition 2.5.); and

2.3.5 Use any Documentation in support of the use permitted under condition 2.3 and make a copy of the Documentation if reasonably necessary for its lawful use.

2.4 ORBNET Systems may update or require you to update the Software, provided that the Software shall always substantially match the description of it that provided to you before you bought it.

2.5 The Software may be upgraded to reflect minor changes in:

2.5.1 The Operating System. The Software will work with the current or previous version of that Operating System (as it may be updated from time to time); and



- 2.5.2 Milestone XProtect. The Software will work with versions of Milestone XProtect as stipulated in the system documentation.

3. Restrictions

- 3.1 Except as expressly set out in this Licence or as permitted by any local law, you undertake:

- 3.1.1 Not to copy the Software or Documentation, except where such copying is incidental to normal use of the Software or where it is necessary for the purpose of back-up or operational security;

- 3.1.2 Not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the Software to obtain the information necessary to create an independent program that can be operated with the Software or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities:

- 3.1.2.1 Is used only for the Permitted Objective;

- 3.1.2.2 Is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and

- 3.1.2.3 Is not used to create any software that is substantially similar in its expression to the Software,

- 3.1.3 To keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;

- 3.1.4 To include our copyright notice on all entire and partial copies of the Software in any form;



- 3.1.5 Not to use the Software of any unlawful, illegal or immoral purpose; and
- 3.1.6 To comply with all applicable technology control or export laws and regulations.
- 3.1.7 **If you are a consumer, you also undertake not to:**
 - 3.1.7.1 Rent, lease, sub-license, loan, translate, merge, adapt, vary, alter or modify the whole or any part of the Software or Documentation nor, without our prior written consent, permit the Software or any part of it to be combined with, or become incorporated in, any other programs; and
 - 3.1.7.2 Not to provide, or otherwise make available, the Software in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person without prior written consent from us.
- 3.1.8 **If you are a business customer, you also undertake to:**
 - 3.1.8.1 Supervise and control use of the Software and ensure that the Software is used by your employees and authorised representatives in accordance with the terms of this Licence;
 - 3.1.8.2 Not to provide or otherwise make available the Software in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person other than your employees or authorised representatives without prior written consent from us; and
 - 3.1.8.3 Not to rent, lease, sub-license, loan, translate, merge, adapt, vary, alter or modify the whole or any part of the Software or Documentation.



4. Intellectual property rights

- 4.1 You acknowledge that all intellectual property rights in the Software and the Documentation throughout the world belong to us or our licensors, that rights in the Software are licensed (not sold) to you, and that you have no intellectual property rights in, or to, the Software or the Documentation other than the right to use the Software and the Documentation in accordance with the terms of this Licence.
- 4.2 You acknowledge that you have no right to have access to the Software in source code form other than as expressly provided in this Licence.

5. Warranty

- 5.1 ORBNET Systems warrant that:
- 5.1.1 The Software will, when properly used on an operating system for which it was designed, perform substantially in accordance with the functions described in the Documentation;
 - 5.1.2 The Documentation correctly describes the operation of the Software in all material respects for a period of 90 days from the date of installation of the Software (**Warranty Period**).
- 5.2 If, within the Warranty Period, you notify us in writing of any defect or fault in the Software as a result of which it fails to perform substantially in accordance with the Documentation, ORBNET Systems will, at our sole discretion, either repair or replace the Software, provided that you give us proof of purchase and make available all the information that may be necessary to help us to remedy the defect or fault, including sufficient information to enable us to recreate the defect or fault.
- 5.3 The warranty does not apply if the defect or fault in the Software results from you:
- 5.3.1 Altering or modifying the Software in any way;



5.3.2 Not using the Software on a device or computer in accordance with the Operating System requirements; or

5.3.3 Having used the Software in breach of the terms of this Licence.

6. Our responsibility for loss or damage suffered by you if you are a consumer

6.1 This clause 6 applies to consumers only. Please see clause 7 for terms that apply to business customers.

6.2 **ORBNET Systems are responsible to you for foreseeable loss and damage caused by us.** If ORBNET Systems fails to comply with these terms, ORBNET Systems is responsible for loss or damage you suffer that is a foreseeable result of our breaking this Licence or our failing to use reasonable care and skill, but ORBNET Systems are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time this Licence was made, both ORBNET Systems and you knew it might happen.

6.3 **ORBNET Systems does not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

6.4 **When ORBNET Systems are liable for damage to your property.** If defective digital content that ORBNET Systems has supplied damages a device or digital content belonging to you, because reasonable care and skill was not used, ORBNET Systems will either repair the damage or pay you compensation. However, ORBNET Systems will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

6.5 **ORBNET Systems is not liable for business losses.** Your use of the Software as a consumer is for domestic and private use only. If you use the Software for any commercial, business or



resale purpose ORBNET Systems will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

- 6.6 You acknowledge that the Software has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documentation meet your requirements.
- 6.7 You acknowledge that the Software has not been developed to meet your individual requirements, including any particular cybersecurity requirements you might be subject to under law or otherwise, and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documentation meets your requirements.

7. Limitation of liability for business customers

- 7.1 This clause 7 applies to business customers only. Please see clause 6 for terms that apply to consumers.
- 7.2 ORBNET Systems only supplies the Software and Documentation for internal use by your business, and you agree not to use the Software or Documentation for any re-sale purposes.
- 7.3 ORBNET Systems shall not in any circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence for:
- 7.3.1 Loss of profits, sales, business, or revenue;
 - 7.3.2 Business interruption;
 - 7.3.3 Loss of anticipated savings;
 - 7.3.4 Loss or corruption of data or information;
 - 7.3.5 Loss of business opportunity, goodwill or reputation;

where any of the losses set out in condition 7.3.1 to condition 7.3.5 are direct or indirect; or



- 7.3.6 Any special, indirect or consequential loss, damage, charges or expenses.
- 7.4 Other than the losses set out in condition 7.3 (for which ORBNET Systems is not liable), our maximum aggregate liability under or in connection with this Licence whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to 25% of the licence fee you paid to our reseller, or directly to us, when you purchase the Software. This maximum cap does not apply to condition 7.5.
- 7.5 Nothing in this Licence shall limit or exclude our liability for:
 - 7.5.1 Death or personal injury resulting from our negligence;
 - 7.5.2 Fraud or fraudulent misrepresentation; or
 - 7.5.3 Any other liability that cannot be excluded or limited by English law.
- 7.6 This Licence sets out the full extent of our obligations and liabilities in respect of the supply of the Software and Documentation. Except as expressly stated in this Licence, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Software and Documentation which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.
- 8. Termination**
 - 8.1 ORBNET Systems may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.
 - 8.2 Upon termination for any reason:
 - 8.2.1 All rights granted to you under this Licence shall cease;
 - 8.2.2 You must cease all activities authorised by this Licence; and



8.2.3 You must immediately delete or remove the Software from all computer equipment in your possession and immediately destroy or return to us (at our option) all copies of the Software then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

9. Communications between us if you are a consumer

9.1 This clause 9 applies if you are a consumer only, please see clause 10 if you are a business customer.

9.2 If you wish to contact us in writing, or if any condition in this Licence requires you to give us notice in writing, you can send this to us by email to support@orbnetsys.com or by using our contact form available on our website, [here](#). ORBNET Systems will confirm receipt of this by contacting you in writing, normally by email.

9.3 If ORBNET Systems needs to contact you or give you notice in writing, this will be by email to the email address you provide or confirm to us.

10. Communications between us if you are a business customer

10.1 This clause 10 applies if you are a business customer only, please see clause 9 if you are a consumer.

10.2 ORBNET Systems may update the terms of this Licence at any time on notice to you in accordance with this clause 10. Your continued use of the Software and Documentation following the deemed receipt and service of the notice under condition 10.4 shall constitute your acceptance to the terms of this Licence, as varied. If you do not wish to accept the terms of the Licence (as varied) you must immediately stop using and accessing the Software and Documentation on the deemed receipt and service of the notice.

10.3 If ORBNET Systems needs to contact you, it will be by email to the email address you provided in accordance with your order for, or registration of, the Software.

10.4 Note that any notice:



- 10.4.1 Given by us to you will be deemed received and properly served 24 hours after it is first posted on our website, 24 hours after an email is sent, or three days after the date of posting of any letter; and
 - 10.4.2 Given by you to us will be deemed received and properly served 24 hours after an email is sent, or three days after the date of posting of any letter.
- 10.5 In proving the service of any notice, it will be sufficient to prove, in the case of posting on our website, that the website was generally accessible to the public for a period of 24 hours after the first posting of the notice; in the case of a letter, that such letter was properly addressed, stamped and placed in the post to the address of the recipient given for these purposes; and, in the case of an email, that such email was sent to the email address of the recipient given for these purposes.
- 11. Events outside our control**
 - 11.1 ORBNET Systems will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Licence that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in condition 11.2.
 - 11.2 An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation failure of public or private telecommunications networks and failure of any third-party systems or software.
 - 11.3 If an Event Outside Our Control takes place that affects the performance of our obligations under this Licence:
 - 11.3.1 Our obligations under this Licence will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
 - 11.3.2 ORBNET Systems will use reasonable endeavours to find a solution by which our obligations under this Licence may be performed despite the Event Outside Our Control.



12. How ORBNET Systems may use your personal information

Under data protection legislation, ORBNET Systems is required to provide you with certain information about who we are, how your personal data is processed and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in our privacy policy available [here](#) and it is important that you read that information.

13. Other important terms

- 13.1 ORBNET Systems may transfer our rights and obligations under these terms to another organisation but this will not affect your rights or our obligations under this Licence and you will be notified in writing to let you know if a transfer is taking place.
- 13.2 You may only transfer your rights or your obligations under this Licence to another person if ORBNET Systems provides prior written agreement.
- 13.3 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 13.4 Each of the conditions of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining conditions will remain in full force and effect.
- 13.5 If ORBNET Systems does not insist immediately that you do anything you are required to do under these terms, or if there is a delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 13.6 **Which laws apply to this Licence and where you may bring legal proceedings if you are a consumer.** These terms are governed by English law, and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live



in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

- 13.7 **Which laws apply to this Licence and where you may bring legal proceedings if you are a business customer.** This Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. ORBNET Systems and you, both irrevocably agree to the exclusive jurisdiction of the courts of England and Wales.
- 13.8 **If you are a business customer this is the entire agreement between us.** This Licence and any document expressly referred to in it constitutes the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Licence, or any document expressly referred to in it. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Licence or any document expressly referred to in it.

BY CLICKING ON THE "ACCEPT" BUTTON BELOW YOU AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU.

IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, DO NOT CLICK ON THE "ACCEPT" BUTTON AND PLEASE NOTE THAT YOU WILL NOT BE ABLE TO USE THE SOFTWARE.

"ACCEPT" BUTTON