

Providing management solutions for libraries since 1978

PSP SOFTWARE END USER LICENCE AGREEMENT

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IMPORTANT NOTICE

By agreeing to have any PSP Asset Protection Ltd (PSP) software installed on your computer equipment and by subsequent use of the Software, you agree to comply with the terms of this End User Licence Agreement ("EULA") where no specific agreement is in place between PSP and the user of the software.

If you do not agree to the terms of this EULA, **do not install or use the Software** but return it for a full refund.

This EULA applies to any upgrades and supplements to the original Software provided and is referred to on your opening screen.

This EULA is effective upon acceptance and installation of the Licensed Software.

1. OWNERSHIP AND LICENSING

- 1.1 The Licensed Software supplied by PSP Asset Protection Ltd (PSP) is licensed, not sold, only on the terms of this EULA. Acceptance and installation of the software indicates your acceptance of the terms and conditions of this EULA.
- 1.2 PSP may supply software that is owned and copyrighted by PSP ("PSP Software"), or software that is owned by third parties ("Third-Party Software"). Where Third-Party Software is supplied, ownership and copyright remain with the third-party developer or licensor.
- 1.3 Upon receipt and installation of the software and payment of the applicable fee, you will acquire the right to use the Software in object code form, directly from PSP, although the product may be distributed by a Value Added Reseller (VAR) or channel partner.
- 1.4 You assume ultimate responsibility for the selection of the program to achieve your intended results, and for the installation, use and results obtained from the Licensed Software.

2. SCOPE OF LICENCE

- 2.1 In consideration of your acceptance of the Terms and Conditions contained in this EULA, PSP grants you a non-exclusive, personal, revocable licence to use the Licensed Software and the associated documentation for your own needs only.
- 2.2 The licence is limited to use on a single device that is uniquely identified by its serial number, unless explicitly stated otherwise in your purchase documentation.
- 2.3 You are not licensed to:
 - Rent, lease, loan, transfer or distribute the Software to any other party
 - Use the Software on multiple devices or locations without separate licensing
 - Allow any third party to access or use the Software for any reason, except where necessary to assist you professionally in your business for the purpose the software is currently being used
 - Share access credentials or licence keys with any external user or organisation
- 2.4 Limited Third-Party Access: You may permit employees or agents of your organisation to use the Software solely to perform their professional duties in support of your business operations and only where strictly necessary for that purpose. Any such use remains your responsibility and is subject to all terms of this EULA.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 **PSP Software:** Title and copyright to PSP-owned Software, including object code, media and documentation, remain with PSP Asset Protection Ltd.
- 3.2 **Third-Party Software:** Where the Licensed Software includes Third-Party Software, title and copyright to that software remain with the third-party owner or licensor. PSP makes no claim to the intellectual property in Third-Party Software and acts only as a reseller or authorised distributor.
- 3.3 You are not permitted to:
 - Copy, reproduce, or make data transmissions of the Licensed Software, in whole or in part
 - Reverse engineer, translate, disassemble, decompile, or otherwise attempt to derive source code from the Licensed Software
 - Modify, adapt or create derivative works based on the Software
 - Remove or alter any copyright, trademark, or proprietary notices
- 3.4 **Third-Party EULA Compliance:** Where the Licensed Software includes Third-Party Software, you also agree to comply with any End User Licence Agreement issued by the third-party developer or licensor. In the event of any conflict between this EULA and a Third-Party Software EULA, the Third-Party EULA shall prevail for that component only, provided it does not conflict with these overarching terms.

4. TERM AND TERMINATION

- 4.1 The licence is effective upon acceptance and installation of the Licensed Software and shall continue until terminated in accordance with this clause.
- 4.2 **Termination by You:** You may terminate this licence at any time by:
 - Destroying or securely deleting the Licensed Software media and all copies
 - Providing written notice of termination to PSP
- 4.3 **Termination by PSP:** PSP has the right to terminate this Agreement immediately if you:
 - Fail to comply with any material term or condition of this EULA
 - Fail to pay any licence fee or service plan renewal when due
 - Attempt to reverse engineer, decompile or modify the Software
 - Exceed the scope of the licence granted
- 4.4 **Upon Termination:** Upon termination for any reason, you shall:

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- Immediately cease all use of the Software
- Return the Licensed Software and all copies and documentation to PSP, or
- Destroy the Licensed Software and all copies and provide PSP with a statutory declaration signed by you declaring that the Licensed Software, documentation and all copies have been destroyed and the copy of the Licensed Software on your hard disk has been removed
- Provide written confirmation of deletion to PSP upon request

4.5 Termination does not relieve you of any payment obligations accrued before the termination date.

5. CONFIDENTIALITY AND PERPETUAL RIGHTS

5.1 The copyright and confidentiality of the Software will survive any termination of this EULA in perpetuity.

5.2 Any information or code you may have gained access to during authorised use remains confidential and proprietary to PSP or the Third-Party licensor.

6. WARRANTIES AND SUPPORT

6.1 **PSP Software Warranty:** PSP warrants for a period of ninety (90) days from the date of delivery that PSP Software object code will perform the functions of the Software as set out in any PSP Software Reference User Guides in effect on the date of delivery.

6.2 **Disclaimer of Further Warranties:** Except for the warranty stated in clause 6.1, PSP disclaims all other warranties with regard to the Software, including:

- The implied warranty of merchantability
- The implied warranty of fitness for a particular purpose
- Any warranty of non-infringement

6.3 **Third-Party Software Warranties:** Where the Licensed Software includes Third-Party Software, any applicable third-party warranties are administered exclusively by PSP as the authorised reseller. All warranty claims and support requests relating to such Third-Party Software must be directed to PSP and not to the third-party supplier.

6.4 **Statutory Warranties:** Some countries or regions have laws which require warranty and liability rights different from those stated herein. In those areas, the required warranty and liability terms will apply to the extent required by law.

6.5 **No Support Unless Purchased:** Unless you have separately purchased a PSP Service Plan or maintenance contract, PSP provides no technical support, bug fixes, updates, or upgrades. Use of the Software is entirely at your own risk.

6.6 **PSP as Sole Support Provider:** PSP is the sole provider of first-line and ongoing support for the Licensed Software supplied under this Agreement. You agree not to seek support directly from any third-party software vendor in respect of the Licensed Software except where expressly authorised in writing by PSP.

7. LIMITATION OF LIABILITY

7.1 PSP's total liability arising out of or related to this EULA shall not exceed the amount you have paid to PSP for the Software licence in the 12 months preceding the claim.

7.2 In no event shall PSP be liable for:

- Loss of data, loss of profits, loss of business opportunity, or loss of revenue
- Indirect, special, incidental, consequential or punitive damages, even if PSP has been advised of the possibility of such damages
- Damage to or loss of third-party data or systems resulting from your use of the Software

7.3 This limitation of liability applies to claims based on warranty, contract, tort (including negligence), strict liability or any other legal theory.

8. PAYMENT AND SERVICE PLAN DEPENDENCY

8.1 The quoted price for the Licensed Software is inclusive of the licence fee. Where no separate Service Plan or maintenance contract is purchased, the licence fee is mandatory and the Software may only be used on payment of this fee.

8.2 Failure to pay any licence fee or Service Plan renewal by the due date is a material breach of this EULA and PSP may immediately suspend your licence and disable the Software.

8.3 Where a Service Plan or maintenance contract has been purchased (e.g. PSP Platinum, Platinum TT, Platinum Lite or Software Licence support), the terms of that Service Plan also apply and are incorporated by reference into this EULA. For the avoidance of doubt, all support in connection with the Licensed Software, whether PSP Software or Third-Party Software, is provided exclusively by PSP under the applicable Service Plan or maintenance contract.

9. LEGAL AND DISPUTE RESOLUTION

9.1 **Governing Law:** This Agreement shall be construed and enforced in accordance with the laws of the United Kingdom, and each party agrees to submit to the exclusive jurisdiction of the English Courts.

9.2 **Injunctive Relief:** It is understood and acknowledged that PSP has the absolute right to obtain injunctive relief and other equitable remedies to protect PSP's (or any third-party licensor's) proprietary rights, without limitation.

9.3 **Legal Costs:** The prevailing party in any action or proceeding between PSP and End-User arising out of or related to this Agreement shall be entitled to recover reasonable legal fees and costs, including solicitors' fees, which may be incurred.

10. ENTIRE AGREEMENT

10.1 By using the Software, you agree that this is the complete and exclusive statement of the Agreement between you and PSP which supersedes any proposal or prior agreement, oral or written, and any other communications relating to the subject matter of this EULA, except where a separate signed Service Plan or Maintenance Contract has been executed.

10.1 No term of this EULA may be waived or modified except by written agreement signed by an authorised representative of PSP.

10.2 If any provision of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, the remaining provisions will not be affected and shall continue in full force and effect.

11. THIRD-PARTY ACKNOWLEDGEMENTS

11.1 Where the Software includes Third-Party Software such as Lyngsoe Systems applications, you acknowledge that:

- The third-party developer or licensor retains all intellectual property rights in their software

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- PSP is acting as your contractual supplier and is responsible for coordinating warranty and support for that software
- You are bound by the third-party's End User Licence Agreement or terms of use in addition to this EULA
- Any technical issues, defects or support queries in respect of Third-Party Software must be raised with PSP in the first instance, who will liaise with the third-party where required

11.2 You agree to obtain a copy of and review the relevant Third-Party Software licence terms (if different from this EULA) and to comply with those terms as a condition of using that component.

CONTACT AND SUPPORT

For licence-related queries or to report suspected licence violations, contact:

PSP Asset Protection Ltd

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support@psp-assetprotection.co.uk

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