

# Providing management solutions for libraries since 1978

## PSP eRLS SOFTWARE END USER LICENCE AGREEMENT

Last Updated: January 2026

### IMPORTANT NOTICE

By agreeing to have PSP Asset Protection Ltd (PSP) **eRLS** software (RFID Library System) 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").

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 **eRLS** Software (RFID Library System) is owned and copyrighted by PSP Asset Protection Ltd (PSP). The Software 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 Upon receipt and installation of the software and payment of the applicable licence fee, you will acquire the right to use the Software in object code form. 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.
- 1.3 The licence fee is payable in accordance with Clause 8 (Annual Licence Fee) of this Agreement and is a condition precedent to your right to use the Software.
- 1.4 Where you have purchased a PSP support or maintenance plan that expressly includes the **eRLS** software licence, the applicable annual licence fee for the Software shall be deemed included within the charges for that plan for the duration of the plan term. In such cases, separate invoice(s) may not be issued for the annual licence fee while the plan remains in force.

#### 2. SCOPE OF LICENCE

- 2.1 In consideration of your acceptance of the Terms and Conditions contained in this EULA and payment of the annual licence fee, PSP grants you a non-exclusive, personal, revocable licence to use the **eRLS** Software and the associated documentation for your own needs only.
- 2.2 The licence is limited to use on a single device or location that is uniquely identified by its serial number or site reference, unless explicitly stated otherwise in your purchase documentation or separate licence agreement.
- 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 **eRLS** Software: Title and copyright to the **eRLS** Software, including object code, media and documentation, remain with PSP Asset Protection Ltd.
- 3.2 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

#### 4. TERM AND TERMINATION

- 4.1 The licence is granted for an initial period commencing on the date of acceptance and installation and continuing until the end of the first licence period (as stated in your purchase documentation or invoice), and thereafter shall renew automatically on an annual basis on each anniversary of the initial commencement date, unless terminated in accordance with this clause.

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- 4.2 **Termination by You:** You may terminate this licence at any time by:
- Providing written notice of termination to PSP (with at least 30 days' notice prior to the anniversary date if you wish to terminate before renewal)
  - Destroying or securely deleting the Licensed Software media and all copies upon termination
- 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 the annual licence fee within 30 days of the due date
  - 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:
- Immediately cease all use of the Software
  - Destroy the Licensed Software and all copies and provide PSP with a statutory declaration signed by you declaring that the Licensed Software 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, including payment for the current licence year.

## 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.

## 6. WARRANTIES

- 6.1 **Warranty:** PSP warrants for a period of ninety (90) days from the date of delivery that the eRLS Software object code will perform the functions of the Software as set out in any PSP **eRLS** 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 **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.
- 6.4 **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.

## 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. ANNUAL LICENCE FEE

- 8.1 **Licence Fee:** In consideration of the licence granted in this Agreement, you shall pay to PSP an annual licence fee as set out in your purchase documentation or invoice, unless your current PSP support or maintenance plan expressly states that the **eRLS** software licence fee is included in the plan charges.
- 8.2 **Payment Terms:** The annual licence fee shall be payable on the first anniversary of the initial installation date and thereafter on each anniversary date, unless earlier termination is notified in accordance with Clause 4.2.
- 8.3 **Renewal Invoicing:** PSP will issue an invoice for the annual licence fee renewal at least 30 days prior to the due date. If the amount varies from the previous year, PSP will notify you of any change. Where the licence fee is included within a support or maintenance plan, renewal of that plan will also renew your licence for the same period.

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- 8.4 **Payment Failure:** Failure to pay the annual licence fee within 30 days of the invoice due date is a material breach of this EULA. If payment is not received within this period, PSP shall be entitled to:
- Suspend or disable access to the Software
  - Charge interest at the rate of 4% per annum above Barclays Bank plc base rate from time to time on the amount outstanding until payment in full is made
  - Terminate this Agreement in accordance with Clause 4.3
  - Recover all costs of collection and enforcement, including legal fees
- 8.5 **No Refund for Partial Year:** The annual licence fee is payable for the full licence period and is not refundable on a pro-rata basis if this Agreement is terminated before the end of a licence year.
- 8.6 **Price Adjustment:** PSP reserves the right to increase the annual licence fee for renewals, with at least 30 days' notice. You may terminate this Agreement in lieu of accepting any price increase by providing notice of termination prior to the renewal date.

## 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 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.
- 10.2 No term of this EULA may be waived or modified except by written agreement signed by an authorised representative of PSP.
- 10.3 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.

## CONTACT AND SUPPORT

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

### **PSP Asset Protection Ltd**

01473 745375

support@psp-assetprotection.co.uk

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