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| elysiumtest.gif |
| ASET Pathology system |
| Standard terms and conditions |
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| **Lo Farnan** |
| **14th February 2012** |

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| An outline of the standard terms and conditions applied to the licensing of the ASET Pathology Laboratory System. |

ASET Standard terms and conditions

# The company (Licensee): Elysium.net

# The customer (Licensor):

# The software (Licensed Program Materials)

The ASET pathology server software comprises two components: the first component is a server program running on a dedicated machine in the laboratory, and the second component is a software client that is installed on any networked PCs that need to access the application. Both components are covered by a single licensing and support agreement under the following terms.

# Grant of license

In consideration for the agreed regular fee, the company grants the customer a non-transferable non-exclusive license to use the supplied software throughout the license period. The client application may be freely installed on any number of the customer’s PCs with up to the licensed number of users being able to connect to the server at any one time.

# Payment

The software license and support agreement is invoiced quarterly in advance and payment (being non-refundable and in pounds sterling) is due within 30 days of invoice. The license fee covers off-site software support for the license period. On-site support or development is not included but is available at the customer’s request and will be invoiced at an agreed rate to include travel and accommodation costs.

# License control

The software license is controlled through the use of a site specific license key that controls the number of client computers allowed and the range of analyser interfaces supported. The license key also implements a copy protection scheme that protects the software from unauthorized copying and use without payment of the license fees. During the course of the license period new key files are issued periodically to extend the license period. If a license key expires as a result of non-payment the software will automatically enter a ‘protected’ mode where no new laboratory requests can be entered onto the system, but all existing results are still accessible. An expired license key can be re-activated on payment of all outstanding invoices and a one off re-activation fee.

# Support

Software support is provided directly by the company from our offices in the UK. All software support issues raised by the customer must be reported to the company using the agreed mechanism (using the supplied ‘Solobug’ software to generate an email report). All reported support issues will be acknowledged by email and entered into the support tracking system as soon as received. All acknowledged bugs will be fixed on a fastest possible basis.

Hotline support: for an urgent problem, the customer can telephone or fax the company’s Hotline which is available during the Normal Support Hours. An urgent problem is considered to be degradation or failure of the system, defective software distribution media, or software performance inconsistent with documentation. Problems which do not delay or inhibit system operation will be handled by written reports.

Basic service: between Monday to Friday from 0900 to 1730 UK time (excluding national holidays) the company shall use its reasonable endeavours to respond within ten (10) hours of receipt of a request.

Out of hours service: outside of normal service hours the company shall accept urgent problem reports on the agreed mobile phone contact. The company shall use its reasonable endeavours to respond within twelve (12) hours of receipt of such a request.

All hotline support requests must also be confirmed using the standard support issue email reporting system.

When appropriate, the company will endeavour to give an estimate of how long a problem may take to resolve. The company will keep the customer informed of the progress of problem resolution.

Higher levels of software support, covered by a service level agreement, are available at additional charge and are covered by a separate distinct set of terms and conditions.

# Exclusions

Support excludes all issues that are not directly under the control of the company.

These include:

* A failure of any computer hardware or attached laboratory equipment.
* System software issues.
* Local network issues.
* Incorrect use of the current release of the software.
* Operator error.
* Defects or errors resulting from any modifications of the current release made by any person other than the company.
* Defects or errors caused by computer viruses or other malware affecting any of the machines on which the company’s software has been installed, or any other computers having access to the customer’s network on which the supplied software operates.

# Maintenance and development

The ASET software suite is under active development and enhancements to the existing software may be requested by the customer and all reasonable agreed changes will be implemented as part of this agreement. Updated versions of the software may be made available to the customer from time to time and at the company’s sole discretion.

Significant upgrades may be offered as a charged update that attracts a small one-off fee but will be included in the existing license and support agreement and will not alter the support period or support cost.

The customer shall provide the company with all assistance reasonably required by the company to enable the customer to implement the use of any updated version of the current release.

# Continuity of service

The company maintains a license transfer agreement with a sister software company to ensure continuity of service to the customer. If the company is for whatever reason unable to continue development and support of the product the customer’s existing contract will be transferred under the same conditions to the sister company. This agreement grants the sister company all rights to the ASET product and the software is held in escrow.

# Warranty

The software is supplied ‘as-is’ and the total companies liability is limited to a single quarterly fee paid.

Except as expressly provided in this Agreement, no warranty, condition, undertaking or term, express or implied, statutory or otherwise, as to the satisfactory quality, fitness for purpose, or ability to achieve a particular result, of the Licensed Program Materials is given or assumed by the company, and all such warranties, conditions, undertakings and terms are excluded.

The company warrants to the customer that all services supplied under this Agreement will be carried out with reasonable care and skill by personnel whose qualifications and experience will be appropriate for the tasks to which they are allocated.

The company does not warrant that all errors can and will be corrected. The company shall use its reasonable endeavours to correct errors so long as the errors are replicable by the customer, or to provide a software patch, or to bypass around such error.

# Data protection

The company undertakes to comply with the provisions of the Data Protection Act 1998 and any related legislation in so far as the same relates to the provisions and obligations of this Agreement.

# Alterations

The customer undertakes not to alter or modify the whole or any part of the Licensed Program Materials in any way whatsoever, nor to permit the whole or any part of the Licensed Programs to be combined with, or become incorporated into any other programs.

# Termination

The customer may terminate this Agreement at any time by giving at least ninety (90) days prior written notice to the company.

Following the termination of the license the license key will expire and the software will enter ‘protected’ mode and no new pathology requests can be entered on the system. On payment of a small exit fee the company can provide, if required, a fully functional archive version of the software.

# Language

This Agreement is made only in the English language. If there is any conflict in the meaning between the English language version of this Agreement and any version or translation of it in any other language, the English language version shall prevail.

# Force Majeure

Neither party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that party. If such circumstances continue for a continuous period of more than six (6) months, either party may terminate this Agreement by written notice to the other party.