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We license use of the Software to you on the basis of this Licence. We do not sell the Software to you. We remain the owners of the Software at all times.

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- 1.2 You may:
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 - (b) receive and use any supplementary software code or update of the Software incorporating "patches" and corrections of errors as may be provided by Cambridge Spark from time to time (but see clause 1.3 and clause 1.4).
- 1.3 We may update or require you to update the Software, provided that the Software shall always match the description of it that we provided to you.
- 1.4 The Software may be upgraded from time to time to ensure it is compatible with the systems it interfaces with.

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 - (i) is used only for the Permitted Objective;
 - (ii) 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

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- (f) 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;
- (g) not to use the Software via any communications network or by means of remote access;
- (h) to comply with all applicable technology control or export laws and regulations;
- (i) not to use the Software in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example by hacking into or inserting malicious code, such as viruses, or harmful data, into the Software;
- (j) not infringe our intellectual property rights or those of any third party in relation to your use of the Software;
- (k) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Software; and
- (l) not use the Software in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users.

3. Intellectual property rights

- 3.1 You acknowledge that all intellectual property rights in the Software throughout the world belong to us, that rights in the Software are licensed (not sold) to you, and that you have no intellectual property rights in, or to, the Software other than the right to use the Software in accordance with the terms of this Licence.
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4. Our responsibility for loss or damage suffered by you

- 4.1 Nothing in the Licence shall exclude or limit (a) liability for death or personal injury resulting from the negligence of either party or their servants, agents or employees; (b) breach of clause 2; (c) liability for fraud or fraudulent misrepresentation; (d) any liability which cannot be excluded under applicable law.
- 4.2 Subject to clause 4.1, each party's liability for any claims for loss, damage, or expense of any nature or category and howsoever arising out of this agreement or out of the services performed under this Licence will under no circumstance exceed the fees received for the Licence.
- 4.3 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 meet your requirements.

5. Termination

- 5.1 We 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.
- 5.2 We may terminate this Licence at any time on 7 days written notice to you.
- 5.3 Upon termination for any reason:
- (a) all rights granted to you under this Licence shall cease;
 - (b) you must cease all activities authorised by this Licence; and
 - (c) 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.

6. Communications between us

- 6.1 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 or by pre-paid post to Cambridge Spark at Bradfield Centre, 184 Cambridge Science Park, CB4 0GF. We will confirm receipt of this by contacting you in writing, normally by email.
- 6.2 If we have to contact you or give you notice in writing, we will do so by email or by pre-paid post to the address you provide or confirm to us.

7. How we may use your personal information

We will only use your personal information as set out in our Privacy Policy.

8. Other important terms

- 8.1 We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 8.2 You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.
- 8.3 This Licence does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence.
- 8.4 Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 8.5 If we do not insist immediately that you do anything you are required to do under these terms, or if we 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.
- 8.6 These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.

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["ACCEPT" BUTTON] ["REJECT" BUTTON]