Pipedrive Outlook Sync Software Licence

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This licence agreement (**Licence**) is a legal agreement between you (**Licensee** or **you**) and Redev Limited of 30-38 Dock Street, Leeds, LS10 1JF (**Licensor** or **we**) for this Pipedrive Outlook Sync Software (**Software**), which includes computer software, and electronic support documentation (**Documentation**).

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IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, WE ARE UNWILLING TO LICENSE THE SOFTWARE TO YOU OR PERMIT YOU TO USE IT ON SUBSCRIPTION AND YOU MUST NOT INSTALL THE SOFTWARE OR USE IT.

You should print a copy of this Licence for future reference.

1.   GRANT AND SCOPE OF LICENCE

1.1   In consideration of the payment of the Subscription Fees for the required Subscription Users as set out in our Terms of business at: www.pipedriveoutlooksync.com/PipedriveOutlookSyncTermsAndConditions.pdf, 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.

1.2   If you do not pay the Licence/Subscription Fees when due for the required Subscription Package, your Licence to use the Software will terminate.

1.3   You may:

   (a)   only install and/or use the Software for business purposes and for the required number of Subscription Users purchased in the Subscription Package. Use of the software by more than the Subscription Users shall be deemed to be illegal and in breach of both copyright and this Licence

   (b)   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;

   (c)   make one backup copy of the Software provided that such copy or the original may only be used solely for backup purposes connected with your business requirements; or

   (d)   use any Documentation in support of the use permitted under condition 1.1.

2.   SUBSCRIPTIONS

2.1   You are licenced to use the Software providing you are subscribed to a Subscription Package and have paid your Subscription Fees. You must purchase a Subscription package for the required number of Subscription Users which require access to the Software. If you do not pay the subscription payments your Licence to use the Software will terminate. You may not downgrade your subscription package during your Subscription Period. You may upgrade your Subscription Package at any time during the term of the Licence by giving notice in writing to the Supplier. After upgrading a Subscription Package you must continue with your new Subscription Package for your current Subscription Period. After the expiry of the current Subscription Period you have the right to downgrade to a different Subscription Package or terminate your Subscription Package.

3.   RENEWAL AND TERMINATION OF SUBSCRIPTIONS

3.1   All Subscription Packages will automatically renew after the Subscription Period if you do not terminate your Subscription Package. You may terminate your Subscription Package by providing 30 Days' notice prior in writing. You will not receive a Refund for a Subscription Package terminated within a Subscription Period. You must at all times have a fully licensed version of the Software. If you do not renew your Subscription you must immediately stop using the Software and destroy all copies of the Software.

4.   TRIAL PERIOD

4.1   The Trial Licence of the Software is **NOT** free software. The Trial Licence allows you to install and use/evaluate the Software for a period of 14 days without charge. Upon expiration of the Trial you must either purchase a Subscription Package to continue using the Software **OR** completely remove the Software from your system and delete all copies.

4.2   Failure to renew a Licence or to purchase a Subscription Package after the Trial period has ended will result in the Software ceasing to operate, and the Licence being terminated.

5.   LICENSEE'S UNDERTAKINGS

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

   (a)   not to copy the Software or Documentation;

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      (b)   not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software or Documentation;

      (c)   not to make alterations to, or modifications of, the whole or any part of the Software nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;

      (d)   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 section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by you during such activities:

           (i)   is used only for the purpose of achieving inter-operability of the Software with another software program;

           (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; and

           (iii)   is not used to create any software which is substantially similar to the Software;

      (e)   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;

      (f)   to supervise and control use of the Software and ensure that the Software is used by your employees and representatives in accordance with the terms of this Licence;

      (g)   to replace the current version of the Software with any updated or upgraded version or new release provided by the Licensor under the terms of this Licence immediately on receipt of such version or release;

      (h)   to include the copyright notice of the Licensor on all entire and partial copies of the Software in any form;

      (i)   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 the Licensor;

      (j)   not to use the Software via any communications network or by means of remote access; and

      (k)   not to use the Software in a Virtual Machine Environment including but not limited to VMWare ESX, VMWare Player,VMWare Workstation,Virtual PC, HyperV, Zen Server, Virtual Box, Parallels or other such similar virtual environments unless prior written consent is given by the Licensor.

5.2 You must permit the Licensor and his representatives, at all reasonable times and on reasonable advance notice, to inspect and have access to any premises, and to the computer equipment located there, at which the Software or the Documentation is being kept or used, and any records kept pursuant to this Licence, for the purpose of ensuring that you are complying with the terms of this Licence.

5.3 You acknowledge that the Licensor will have remote access to information concerning the Software and you consent to the Licensor using and retaining this performance information for diagnostic purposes. You also consent to the Licensor collecting anonymised data in accordance with clause 8.3 of our Terms of business.

6. SUPPORT

The Licensor's technical support staff will endeavour to answer by telephone, email or ticketing system any queries which you, as the original registered purchaser, may have regarding the use or application of the Software during the Warranty Period.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 You acknowledge that all intellectual property rights in the Software and the Documentation throughout the world belong to the Licensor, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software or the Documentation other than the right to use them in accordance with the terms of this Licence.

7.2 You acknowledge that you have no right to have access to the Software in source code form or in unlocked coding or with comments.

7.3 The integrity of this Software is protected by technical protection measures (**TPM**) so that the intellectual property rights, including copyright, in the Software of the Licensor are not misappropriated. You must not attempt in any way to remove or circumvent any such TPM, nor to apply, manufacture for sale, hire, import, distribute, sell, nor let, offer, advertise or expose for sale or hire, nor have in your possession for private or commercial purposes, any means whose sole intended purpose is to facilitate the unauthorised removal or circumvention of such TPM.

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8.   WARRANTY

8.1   Subject to condition 8.2, the Licensor warrants that when the Software is licensed:

(a)   the medium on which the Software is stored and distributed is (at the time it is supplied), free from defects in design, material and workmanship under normal use;

(b)   the Software will, when properly used and on an operating system for which it was designed, perform substantially in accordance with the functions described in the Documents;

for a period of 90 days from the date of installation of the Software (**Warranty Period**).

8.2   Subject to condition 8.3, the Licensor warrants that when the Software is provided on a subscription basis:

(a)   we undertake that the Software will, when properly used and on an operating system for which it was designed, be performed substantially in accordance with the Documents;

(b)   the undertaking at condition 8.2(b) shall not apply to the extent of any non-conformance which is caused by use of the Software contrary to our instructions, or modification or alteration of the Software by any party other than us or our duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, we will, at our expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide you with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes your sole and exclusive remedy for any breach of the undertaking set out in clause 8.2. Notwithstanding the foregoing, we:

(i)   does not warrant that your use of the Software will be uninterrupted or error-free; or that the Software or Documents will meet the Customer's requirements; and

(ii)   is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledges that the Software and Documents may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

8.3   You acknowledge that:

(a)   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;

(b)   the Software may not be free of bugs or errors and you agree that the existence of any minor errors shall not constitute a breach of this Licence; and

(c)   the Licensor will not be liable for any damage or defects caused by, or attributable to, you or your employee's or their acts or omissions, including such circumstances where you or your employees have directly or indirectly downloaded viruses, malware, or bugs.

8.4   If, within the Warranty Period, you notify the Licensor in writing of any defect or fault in the Software in consequence of which it fails to perform substantially in accordance with the Documentation, and such defect or fault does not result from you having amended the Software or used it in contravention of the terms of this Licence, the Licensor will, at its sole option, repair or replace the Software, provided that you make available all information that may be necessary to assist the Licensor in resolving the defect or fault, including sufficient information to enable the Licensor to recreate the defect or fault.

8.5   The Licensor's obligation under condition 8.4 is subject to compliance by you with the terms of condition 5.1(g)

9.   LICENSOR'S LIABILITY

9.1   This condition sets out the entire financial liability of the parties (including any liability for the acts or omissions of their respective employees, agents and subcontractors) to each other in respect of:

(a)   any breach of this Licence however arising

(b)   any use made or resale of the Software or the Documentation by you, or of any product or service incorporating any of the Software or the Documentation; and

(c)   any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Licence

9.2   Nothing in this Licence shall limit or exclude the liability of either party for:

(a)   death or personal injury resulting from negligence; or

(b)   fraud or fraudulent misrepresentation; or

(c)   any other liability that cannot be excluded or limited by English law.

9.3   Without prejudice to condition 9.2, neither party shall under any circumstances whatever be liable to the other, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any:

	(a)	loss of income;
	(b)	loss of business profits or contracts;
	(c)	business interruption;
	(d)	loss of the use of money or anticipated savings;
	(e)	loss of information;
	(f)	loss of opportunity, goodwill or reputation;
	(g)	loss of, damage to or corruption of data; or
	(h)	any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise;

provided that this condition 9.3 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of condition 8, or any other claims for direct financial loss that are not excluded by any of categories (a) to (h) inclusive of this condition 9.3.

9.4   Subject to condition 9.2 and condition 9.3, the Licensor's maximum aggregate liability under or in connection with this Licence, or any collateral contract, whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to the Licence/Subscription Fee paid by the Customer in the twelve month period prior to the event which gives rise to the claim.

9.5   This Licence sets out the full extent of the Licensor's obligations and liabilities in respect of the supply of the Software and Documentation. In particular, there are no conditions, warranties, representations or other terms, express or implied, that are binding on the Licensor except as specifically stated in this Licence. 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, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.

10.   TERMINATION

10.1   The Licensor may terminate this Licence immediately by written notice to you if:

	(a)	you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service on you of written notice requiring you to do so; or
	(b)	you fail to pay the Licence/Subscription Fee, or do not renew your Licence; or
	(c)	a petition for a bankruptcy order to be made against you has been presented to the court; or
	(d)	the Licensee (where it is a company) becomes insolvent or unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), enters into liquidation, whether voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), passes a resolution for its winding-up, has a receiver or administrator manager, trustee, liquidator or similar officer appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt; or
	(e)	you are unable to pay your debts as they fall due; or
	(f)	you cease, or threaten to cease, to trade.

10.2   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;
	(c)	you must immediately pay to the Licensor any sums due to the Licensor under this Licence, including all unpaid Licence/Subscription Fees; and
	(d)	you must immediately delete or remove the Software from all computer equipment in your possession and immediately destroy or return to the Licensor (at the Licensor's option) all copies of the Software then in your possession, custody or control and, in the case of destruction, certify to the Licensor that you have done so.

11.   TRANSFER OF RIGHTS AND OBLIGATIONS

11.1   This Licence is binding on you and us and on our respective successors and assigns.

11.2   You may not transfer, assign, charge or otherwise dispose of this Licence, or any of your rights or obligations arising under it, without our prior written consent.

11.3   The Licensor may transfer, assign, charge, sub-contract or otherwise dispose of this Licence, or any of his rights or obligations arising under it, at any time during the term of the Licence.

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12. EVENTS OUTSIDE THE LICENSOR'S CONTROL

12.1 The Licensor will not be liable or responsible for any failure to perform, or delay in performance of, any of his obligations under this Licence that is caused by an event outside his reasonable control (**Force Majeure Event**).

12.2 A **Force Majeure Event** means any act or event beyond our reasonable control, including without limitation failure of public or private telecommunications networks.

12.3 The Licensor's performance under this Licence is deemed to be suspended for the period that the Force Majeure Event continues, and he will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under this Licence may be performed despite the Force Majeure Event.

13. WAIVER

13.1 If the Licensor fails, at any time during the term of this Licence, to insist on strict performance of any of your obligations under this Licence, or if the Licensor fails to exercise any of the rights or remedies to which he is entitled under this Licence, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

13.2 A waiver by the Licensor of any default shall not constitute a waiver of any subsequent default.

13.3 No waiver by the Licensor of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

14. SEVERABILITY

If any of the terms of this Licence are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

15. ENTIRE AGREEMENT

15.1 This Licence, our Terms of Business and any document expressly referred to in it constitute the whole agreement between us and supersedes any previous arrangement, understanding or agreement between us, relating to the licensing of the Software and Documentation.

15.2 We each acknowledge that, in entering into this Licence (and the documents referred to in it), neither of us relies on any statement, representation, assurance or warranty (Representation) of any person (whether a party to this Licence or not) other than as expressly set out in this Licence or those documents.

15.3 Each of us agrees that the only rights and remedies available to us arising out of or in connection with a Representation shall be for breach of contract as provided in this Licence.

15.4 Nothing in this clause shall limit or exclude any liability for fraud.

16. LAW AND JURISDICTION

This Licence, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and submitted to the non-exclusive jurisdiction of the English courts.