

Decorus Terms and Conditions

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE USING THIS SOFTWARE. THIS LICENSE PROVIDES IMPORTANT INFORMATION CONCERNING THE SOFTWARE PROVIDES YOU WITH A LICENSE TO USE THE SOFTWARE AND CONTAINS WARRANTY AND LIABILITY INFORMATION. BY USING THE SOFTWARE, YOU ARE ACCEPTING THE SOFTWARE "AS IS" AND AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE AGREEMENT. IF YOU DO NOT WISH TO DO SO, DO NOT USE THE SOFTWARE.

1. Terms of License. This license allows you to: (a) Use the Software for the numbers of licences purchased. and (b) Make one (1) copy of the Software for back up purposes. If you wish to use the Software on more than one computer, you must license another copy of the Software. You may disable licenses from one computer to then activate it on a new computer to your maximum license count

2. Restrictions on Use Unless Visionbase Software Ltd has authorized you to distribute the Software, you shall not make or distribute copies of the Software or transfer the Software from one computer to another. You shall not decompile, reverse engineer, disassemble, include in other software, or translate the Software, or use the Software for any commercial purposes. You shall not modify, alter, change or otherwise make any modification to the Software or create derivative works based upon the Software. You shall not rent, lease, resell, sublicense, assign, distribute or otherwise transfer the Software or this license. Any attempt to do so shall be void and of no effect.

3. Ownership This license provides you with limited rights to use the Software. Visionbase Software Ltd retains all ownership, right, title and interest in, to and of the Software and all copies of it. All rights not specifically granted in this license, including domestic and international copyrights, are reserved by Visionbase Software Ltd.

4. Proprietary Markings Visionbase Software Ltd, Decorus logos, product names, manuals, documentation, and other support materials are either patented, copyrighted, trademarked, constitute valuable trade secrets (whether or not any portion of them may be copyrighted or patented) or are otherwise proprietary to Visionbase Software Ltd. You shall not remove or obscure Visionbase Software Ltd copyright, trade mark or other proprietary notices from any of the materials contained in this package or downloaded together with the Software.

5. Disclaimer of Warranties and Technical Support the Software is provided to you on an "as is" basis, without warranty of any kind including, without limitation, any warranty or condition of merchantability, fitness for a particular purpose and non-infringement. Technical support is available at http://www.decorus-pms.com/log-in , where we will endeavour to reply to you as soon as possible. Support and product updates are included for 90 days from the date of installation. Support and updates after this period can be purchased from us by the following two options, Monthly Support & Updates by Direct Debit payments, please note this can be cancelled by giving 30 days written notice, or by purchasing Annual Support & Updates by calling us on 0114 2307305.

6. Support covers the general use of Decorus. Financial support is only provided to users who have undertaken training 2 of their implementation plan (see your implementation plan for further details) or who have received financial training as a separate training course. It is the responsibility of the customer to investigate the financial information that is incorrect. Under no circumstances



will Visionbase Software Limited get involved with the reconciliation of your accounts. This is the responsibility of your accountant.

7 Your hardware and network configuration are not supported by Visionbase Software Limited. It is the responsibility or your IT department or company to ensure your hardware configuration meets the specification of the Visionbase pre-install guide provided from quotation onwards.

8. Limitation of Liability Visionbase Software Ltd SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS, INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, OR THE LIKE, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF Visionbase Software Ltd OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The limited warranty, exclusive remedies and limited liability set forth above are fundamental elements of the basis of the agreement between Visionbase Software Ltd and you. By using the software you agree to the limitations outlined.

9. Visionbase Software may wish to validate your license if they feel the software is been used illegally. This will involve logging on to your PC to ensure you are using the software legally. Failure to permit Visionbase Software from validating your license may lead to your license been terminated.

10. Term and Termination. This license agreement is effective until terminated. You may terminate this license agreement at any other time by destroying all complete and partial copies of the Software in your possession. This license and your rights hereunder shall automatically terminate if you fail to comply with any provision of this license. Upon such termination, you shall cease all use of the Software and delete the Software and destroy all copies of the Software and other materials related to the Software in your possession or under your control.

11. Downloading Decorus. Once purchased, you will be provided with a link to download the software. It is your responsibility to keep a copy of the setup file for future use

12. Decorus for Sage is provided with a 60 money back guarantee from installation date where the software has been purchased outright (excludes Rentals and Finance agreements). A £995+vat fee will be deducted to cover your implementation plan. If you decide within the 60-day period that you no longer wish to use Decorus then you must either write to us or email us at info@visionbasesoftware.co.uk

13. Refunds on Sage products are per Sage refund policy. Visionbase Software Ltd will under no circumstances refund Sage purchases where purchased from 3rd party suppliers. Visionbase does not support sage software, for any sage support you will need to approach sage direct.

14. Disclaimer on enclosed documents. Whilst all reasonable care has been taken in the preparation of the documents in the files on this disk, no responsibility will be accepted by the suppliers for any loss occasioned to any person as a result of any statement, omission, inaccuracy or inadequacy therein contained. The documents are supplied in good faith, and reflect our interpretation of the legal position in England & Wales at the date of supply. However, nothing can take the place of professional legal advice which should always be sought before entering into any binding contract.



15. General Provisions (a) This Agreement shall be governed by the laws of the United Kingdom (b) This Agreement contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. (c) All questions, comments or concerns with respect to this Agreement shall be directed to: Visionbase Software Ltd, Omega Court, 370 Cemetery Road, Sheffield, S11 8FT