



# CADS

## End User Software Application Licence Agreement



GLOBAL CONSTRUCTION  
SOFTWARE AND SERVICES



Microsoft  
Partner

## Revision history

Date	Version	Description	Author

## Contents

1	Notice to All Users.....	4
1.1	Parties .....	4
1.2	The Software .....	5
1.3	The Licence.....	5
1.4	Distribution by Licensee.....	6
1.5	Payment of Licence Fees.....	7
1.6	Enhancement and Variations to the Software.....	7
1.7	Additional Licences .....	7
1.8	Use of the Software by the Licensee .....	7
1.9	Non Bespoke Software.....	7
1.10	Software Application Function.....	8
1.11	Users of Software to be Proficient.....	8
1.12	Maintenance and Support .....	8
1.13	Intellectual Property & Confidentiality .....	8
1.14	Indemnity and Warranties .....	9
1.15	Liability .....	9
1.16	Liability Limits.....	10
1.17	Privacy Statement .....	10
1.18	Audit Rights.....	10
1.19	CADS Obligations.....	11
1.20	Length of Licence .....	11
1.21	Termination.....	11
1.22	Return of Software and Documentation .....	11
1.23	Notices .....	12
1.24	Assignment.....	12
1.25	Third Party Rights.....	12
1.26	Taxes .....	12
1.27	Law .....	12



## End User Software Application Licence Agreement

1.28	Headings.....	12
1.29	Force Majeure.....	13
1.30	Entire Agreement.....	13
1.31	Acknowledgement .....	13
1.32	Severability.....	13
1.33	Waiver.....	13



## 1 Notice to All Users

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# End User Software Application Licence Agreement

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The Licensee shall not enhance or vary any part of the Software nor permit the whole or any part of the Software to be incorporated in any other software or used on any other equipment.

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## 1.8 Use of the Software by the Licensee

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- to store and/or run the Software on the System or device in accordance with the terms of this Licence
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## 1.9 Non Bespoke Software

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The software must only be used by suitably trained and skilled staff as an aid to design and specification and it is not intended as and must never be used as a substitute for professional skill, experience or expertise. The Licensee should always ensure that users of the Software either have themselves the necessary skill and experience or recourse to the necessary advice specific to the circumstances for which the software is being used and that it is not a substitute for on-site assessment.

## 1.12 Maintenance and Support

CADS will, in respect of the software in Clause 1.2, on payment in advance of the appropriate maintenance fee, provide an annual Maintenance and Support Service. The terms under which such Maintenance and Support Services are supplied are set out on CADS website.

## 1.13 Intellectual Property & Confidentiality

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The Licensee shall promptly give notice to CADS of any claim alleging infringement of any intellectual property right of any third party by the Software and CADS shall at its discretion either compromise or defend such claims. CADS shall have the right to replace or change the Software so as to avoid infringement of any third party's intellectual property rights.

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2. business interruption
3. loss of anticipated savings
4. liability or injury to third persons



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5. loss or corruption of data or information
6. loss of business opportunity, goodwill or reputation or
7. any indirect, special or consequential loss or damage of any nature

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### 1.20 Length of Licence

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### 1.22 Return of Software and Documentation

On termination for whatever reason, the Licensee shall return immediately all copies of the Software and associated Documentation to CADS and shall pay to CADS all costs and expenses, including legal and other fees incurred and all arrears of fees, charges and other payments arising in respect of the Software and the total amount of any Licence fees outstanding under this Licence or otherwise. Termination, howsoever or whenever occasioned shall be subject to the any rights and remedies CADS or its suppliers may have and under this Licence or in law.



## 1.23 Notices

All notices to be given under this Licence shall be in writing and be presented at or posted to the addresses as indicated on the Confirmation of Order Form unless otherwise advised in writing. Notices shall be effective when presented at such addresses or 48 hours after posting if mailed by ordinary first class post.

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The Licensee shall not be entitled to assign this licence or any of its obligations hereunder. The Licensee agrees that CADS shall be entitled to assign or sub-contract its rights and obligations under this agreement to a third party and the Licensee agrees to enter into a novation of the Licence to achieve such an assignment by CADS if CADS so directs the Licensee.

## 1.25 Third Party Rights

Nothing in this Licence shall confer on any third party any right to enforce any term of this Licence under the Contracts (Rights of Third Parties) Act 1999 .

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All charges and fees paid are exclusive of and do not include any taxes, duties, or similar charges imposed by any government. The Licensee agrees to pay or reimburse CADS for all federal, state, national, dominion, provincial, or local sales, use, personal property, excise, VAT or other taxes, fees or duties arising out of this agreement or the transactions contemplated by the Agreement.

## 1.27 Law

The parties hereby agree that the Licence concluded between them constructed on these terms and conditions shall be construed in accordance with English Law and the parties shall submit to the non-exclusive jurisdiction of the English Courts.

## 1.28 Headings

The headings of the terms and conditions herein contained are inserted for the convenience or reference only and are not intended to be part of or to affect the meaning or interpretation of any of the terms and conditions of this Licence.



## 1.29 Force Majeure

No Party shall be liable for, nor shall any party be considered in breach of this agreement due to any failure to perform its obligations under this Agreement as a result of a cause beyond its control (each a “Force Majeure Event”), including any act of God or a public enemy, any act of terrorism, act of military, civil or regulatory authority, change in law or regulation, fire, flood, earthquake, storm or other like event, disruption outage of communications, power or other utility, labour problem, unavailability of supplies, or any other cause, whether similar or dissimilar to any of the foregoing; provided, however that upon learning of any Force Majeure event, the applicable party shall immediately notify the other party of such a Force Majeure Event.

## 1.30 Entire Agreement

This Licence constitutes the entire agreement between the parties in relation to its subject matter and supersedes any prior agreements on these matters and any such agreements shall cease to have any further effect. It is also agreed that neither party has relied upon any representations nor other statements in entering into this Licence other than those set out herein. No purported amendments to this Licence shall be effective unless in writing and signed by duly appointed representatives of all parties.

## 1.31 Acknowledgement

You acknowledge that you and any entity that obtained the Software and on whose behalf it is used and any other user of this installation have read the licence understand it and agree to be bound by its terms and conditions.

## 1.32 Severability

In the event that any of these terms, conditions, provision shall be determined invalid, unlawful or unenforceable to any extent, such term, condition or provisions shall be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

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