

SRDB.PRO Hosted Terms and Conditions

Master Subscription Agreement
VTS Software Ltd SRDB.PRO software

TERMS OF USE:

BY CLICKING THE “BUY NOW” BUTTON DISPLAYED AS PART OF THE ORDERING PROCESS, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS (THE “AGREEMENT”) GOVERNING YOUR USE OF VTS SOFTWARE LTD’S ONLINE SERVICE, INCLUDING OFFLINE COMPONENTS (COLLECTIVELY, THE “SERVICE”). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST SELECT THE “CANCEL ORDER” BUTTON AND MAY NOT USE THE SERVICE.

Welcome

As part of the SRDB.PRO hosted Service, VTS Software Ltd will provide you with use of the Service, including a client software and data encryption, transmission, access and storage. Your registration for, or use of, the Service shall be deemed to be your agreement to abide by this Agreement including any materials available on the VTS Software Ltd website incorporated by reference herein, including but not limited to VTS Software Ltd’s privacy and security policies.

1. Definitions and Interpretation

The following are the standard terms and conditions under which VTS Software Ltd (“the Company”) sells computer hardware, licences computer software and supplies related services. These Terms and Conditions shall, unless otherwise expressly stated in writing, apply to the subject matter of any agreement in respect thereof.

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

- “Agreement” – means any agreements entered into between the Company and a Customer to which these standard Terms and Conditions apply;
- “Customer” - means the individual, business, or other organisation with whom the Company contracts;
- “Supplier” – means any supplier of Products or Services to the Company;
- “Products” – means computer hardware, software and associated equipment that may be supplied by the Company; and
- “Services” – means any service supplied by the Company.

1.2 Any reference to a day or days refers to business days – that is any day which is not a weekend or public or bank holiday in the United Kingdom.

1.3 The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.

2. Privacy & Security; Disclosure

VTS Software Ltd’s privacy and security policies may be viewed at <https://www.srdb.pro>. VTS Software Ltd reserves the right to modify its privacy and security policies in its reasonable discretion from time to time.

3. License Grant & Restrictions

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VTS Software Ltd hereby grants you a non-exclusive, non-transferable, worldwide right to use the Service, solely for your own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by VTS Software Ltd and its licensors.

You may not access the Service if you are a direct competitor of VTS Software Ltd, except with VTS Software Ltd's prior written consent. In addition, you may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; or (iii) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. User licenses cannot be used by more than one individual User but may be reassigned from to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Service.

You may use the Service only for your internal business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libellous, or otherwise unlawful material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorised access to the Service or its related systems or networks.

4. Your Responsibilities

You are responsible for all activity occurring under your User accounts and shall abide by all applicable local, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify VTS Software Ltd immediately of any unauthorised use of any password or account or any other known or suspected breach of security; (ii) report to VTS Software Ltd immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you or your Users; and (iii) not impersonate another VTS Software Ltd user or provide false identity information to gain access to or use the Service.

5. Account Information and Data

VTS Software Ltd does not own any data, information or material that you submit to the Service in the course of using the Service ("Customer Data"). You, not VTS Software Ltd, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and VTS Software Ltd shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. In the event this Agreement is terminated (other than by reason of your breach), VTS Software Ltd will make available to you a file of the Customer Data within 30 days of termination if you so request at the time of termination. VTS Software Ltd reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, your non-payment. Upon termination for cause, your right to access or use Customer Data immediately ceases, and VTS Software Ltd shall have no obligation to maintain or forward any Customer Data.

6. Intellectual Property Ownership

VTS Software Ltd alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the VTS Software Ltd Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the VTS Software Ltd Technology or the Intellectual Property Rights owned by VTS Software Ltd. The VTS Software



Ltd name, the SRDB.PRO logo, and the product names associated with the Service are trademarks of VTS Software Ltd or third parties, and no right or license is granted to use them.

7. Charges and Payment of Fees

Charges are monthly, quarterly or annually. You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. Payments for the service must be made monthly, quarterly or annually in advance unless otherwise mutually agreed upon in an Order Form or through the Online Order Centre. All payment obligations are non-cancellable and all amounts paid are non-refundable. You are responsible for paying for all User, Active Project and Archived Project licenses ordered for the entire License Term, whether or not such licenses are actively used. You must provide VTS Software Ltd with valid credit card or approved purchase order information as a condition to signing up for the Service. An authorised License Administrator may add licenses by executing an additional written Order Form or using the Online Order Centre. Added licenses will be subject to the following: (i) added licenses will be coterminous with the pre-existing License Term (either Initial Term or renewal term); (ii) the license fee for the added licenses will be the then current, generally applicable license fee; and (iii) licenses added in the middle of a billing period will be charged in full for that billing period. VTS Software Ltd reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least 30 days prior notice to you, which notice may be provided by e-mail. All pricing terms are confidential, and you agree not to disclose them to any third party.

8. Academic License

You are entitled to the Academic license only if you are student or you act on behalf of academic entity. VTS Software might request the proof of your eligibility. If such proof is not provided the Agreement might be terminated by VTS Software.

9. Billing and Renewal

VTS Software Ltd charges and collects monthly, quarterly or annually in advance for use of the Service. VTS Software Ltd will automatically issue an invoice for each billing period. VTS Software Ltd will automatically bill your credit card or direct debit. Fees for other services will be charged on an as-quoted basis. VTS Software Ltd's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties.

You agree to provide VTS Software Ltd with complete and accurate billing and contact information. This information includes your legal company name, street address, e-mail address, and name and telephone number of an authorised billing contact and License Administrator. You agree to update this information within 30 days of any change to it. If the contact information you have provided is false or fraudulent, VTS Software Ltd reserves the right to terminate your access to the Service in addition to any other legal remedies.

If you believe your bill is incorrect, you must contact us in writing within 30 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

10. Non-Payment and Suspension

In addition to any other rights granted to VTS Software Ltd herein, VTS Software Ltd reserves the right to suspend or terminate this Agreement and your access to the Service if your account becomes delinquent (falls into arrears). Delinquent invoices (accounts in arrears) are subject to interest of 3.0% above Bank of England base rate per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. You will continue to be charged for licenses during any period of suspension. If you or VTS Software Ltd initiates termination of this Agreement, you will be obligated to pay the balance due on your account computed in accordance with the Charges and Payment of Fees section above. You agree that VTS Software Ltd may charge such unpaid fees to your deposit, credit card, direct debit or otherwise bill you for such unpaid fees.

VTS Software Ltd reserves the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Service. You agree and acknowledge that VTS Software Ltd has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if your account is 30 days or more delinquent.

11. Termination upon Expiration/Reduction in Number of Licenses

This Agreement commences on the Effective Date. Either party may terminate this Agreement or reduce the number of licenses at any time using Online Order Centre. In the event this Agreement is terminated (other than by reason of your breach), VTS Software Ltd will make available to you a file of the Customer Data within 30 days of termination if you so request at the time of termination. You agree and acknowledge that VTS Software Ltd has no obligation to retain the Customer Data, and may delete such Customer Data, more than 30 days after termination.

12. Termination for Cause

Any breach of your payment obligations or unauthorised use of the VTS Software Ltd Technology or Service will be deemed a material breach of this Agreement. VTS Software Ltd, in its sole discretion, may terminate your password, account or use of the Service if you breach or otherwise fail to comply with this Agreement. You agree and acknowledge that VTS Software Ltd has no obligation to retain the Customer Data, and may delete such Customer Data, if you have materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.

13. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. VTS Software Ltd represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online VTS Software Ltd help documentation under normal use and circumstances. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service and that your billing information is correct.

14. Mutual Indemnification

You shall indemnify and hold VTS Software Ltd, its licensors and each such party's parent organisations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by you of your representations and warranties; or (iii) a claim arising from the breach by you or your Users of this Agreement, provided in any such case that VTS Software Ltd (a) gives written notice of the claim promptly to you; (b) gives you sole control of the defence and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release VTS Software Ltd of all liability and such settlement does not affect VTS Software Ltd's business or Service); (c) provides to you all available information and assistance; and (d) has not compromised or settled such claim.

VTS Software Ltd shall indemnify and hold you and your parent organisations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Service directly infringes a copyright, or a trademark of a third party; (ii) a claim, which if true, would constitute a violation by VTS Software Ltd of its representations or warranties; or (iii) a claim arising from breach of this Agreement by VTS Software Ltd; provided that you (a) promptly give written notice of the claim to VTS Software Ltd; (b) give VTS Software Ltd sole control of the defence and settlement of the claim (provided that VTS Software Ltd may not settle or defend any claim unless it unconditionally releases you of all liability); (c) provide to VTS Software Ltd all available information and assistance; and (d) have not compromised or settled such claim. VTS Software Ltd shall have no indemnification obligation, and you shall indemnify VTS Software Ltd pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of your products, service, hardware or business process(s).

15. Disclaimer of Warranties

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VTS SOFTWARE LTD AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. VTS SOFTWARE LTD AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR (E) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN “AS IS” BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY VTS SOFTWARE LTD AND ITS LICENSORS.

16. Internet Delays

VTS SOFTWARE LTD’S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. VTS SOFTWARE LTD IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

17. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY’S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY’S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18. Arbitration

Subject to the agreement of the parties, if any dispute or difference shall arise between the Company and the Customer on any matter relating to or arising out of the Agreement, such a dispute shall be referred to the arbitration of a single Arbitrator to be agreed upon by the parties or failing agreement to be appointed by the then President of the Law Society of England and Wales

19. Proper Law and Jurisdiction

The Agreement shall be governed by and construed in accordance with the laws of England and Wales. Any dispute concerning it or its interpretation shall be adjudicated in that Jurisdiction.

20. Notice

VTS Software Ltd may give notice by means of a general notice on the Service, electronic mail to your e-mail address on record in VTS Software Ltd's account information, or by written communication sent by first class mail or pre-paid post to your address on record in VTS Software Ltd's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to VTS Software Ltd (such notice shall be deemed given when received by VTS Software Ltd) at any time by any of the following: letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to VTS Software Ltd, 111 Piccadilly, Manchester, UK, M1 2HY.

21. Modification to Terms

VTS Software Ltd reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

22. Assignment; Change in Control

This Agreement may not be assigned by you without the prior written approval of VTS Software Ltd but may be assigned without your consent by VTS Software Ltd to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of you that results or would result in a direct competitor of VTS Software Ltd directly or indirectly owning or controlling 50% or more of you shall entitle VTS Software Ltd to terminate this Agreement for cause immediately upon written notice.