

Blue Tuesday Limited

Software Licence Agreement

1. Blue Tuesday Limited (the Company) grants you a limited non-exclusive licence to use the Software Blue Tuesday (the Software) on your own computer or computers for as long as you continue to pay Blue Tuesday Limited the monthly licence fee for all instances of the Software you have on your computers.
2. By accepting installation of the Software, you acknowledge that this is only a limited non-exclusive licence and that Blue Tuesday Limited is and remains the owner of all titles, rights, copyrights and interests in the Software and any accompanying documents.
3. This Software License Agreement (Licence Agreement or Agreement) permits you to have the Software installed on one or more than one computer but not to make a copy or copies of the Software or allow copies to be made by others, unless with the written consent of the Company. You may however make a copy of the Software for backup purposes only.
4. You or your agent may not under any circumstances reverse engineer, disassemble, de-compile or have any work done on the Software, nor modify, merge or combine either the whole or any part of the Software program with any other Software, nor may you assign, transfer, rent, sell, lease, charge, encumber, sub licence, copy or otherwise deal with any part of the Software, nor use it on behalf of or for the benefit of another party.
5. You or your agent may not attempt to copy the Software onto additional computers without written permission from the Company. Any attempt to move or copy the Software without the assistance of or advise from the Company will pose a risk to the integrity of the data held within the Software. Any work which the Company finds necessary to restore or attempt to restore such data will be chargeable regardless of the outcome and a satisfactory outcome cannot be guaranteed.
6. The Software is subject to a Limited Warranty. The Company warrants that any physical medium on which the Software is distributed is free from defects in materials and workmanship under normal use, the Software will perform according to its printed documentation, and to the best of the Company's knowledge your use of the Software according to any printed documentation is not an infringement of any third party's intellectual property rights. This limited warranty lasts for a period of 30 days after delivery or the shortest period permitted by law, whichever is the greater. This limited warranty is void if failure of the Software is a consequence of accident, abuse, misapplication or failure by you or your agent/s to observe any of the Company's requirements as to the installation, use or maintenance of the Software. Any replacement Software will be warranted for 30 days or the remainder of the original warranty period, whichever is the shorter.
7. To the extent permitted by law, the above-stated limited warranty replaces all other warranties, express or implied, and the Company disclaims all implied warranties including any implied warranty of title, merchantability, non-infringement or of fitness for a particular purpose.

8. You have specific legal rights pursuant to this warranty. In case of a breach of the Limited Warranty, your exclusive remedy is as follows: you will return all copies of the Software to the Company, at your cost, along with proof of purchase. At the Company's option, the Company will either send you a replacement copy of the Software, at the Company's expense, or issue a full refund.
9. Notwithstanding the foregoing, the Company is not liable for any damages whatsoever, including without limitation compensatory, special, incidental, exemplary, punitive or consequential damages, damages for loss of business profits, business interruption or loss of business information arising of the use of or inability to use the Software.
10. In any event, the Company's entire liability under any or all of the provisions of this agreement shall be limited to the amount actually paid for the preceding month's licence/s.
11. You agree to defend and indemnify the Company and hold the Company harmless from all claims, losses, damages, complaints, or expenses connected with or resulting from your business operations.
12. You agree to put in place back up procedures and systems to ensure that data held within the Software is securely backed up on a regular basis and that each back up is capable of being restored to the Software for a period of no less than six years.
13. The Company agrees not to increase the monthly licence fee/s by more than ten percent (10%) above the Retail Price Index per annum and not to increase the monthly licence fee/s at all within the first twelve months of this Agreement.
14. The Company will issue any invoices due on the first working day of a month and payment is requested by the fifteenth day thereafter. The Company reserves the right to charge late payment fees in the event of late payment, such charges to be at the Company's discretion.
15. The monthly licence fee and any additional charges including late payment fees will be subject to VAT or its successor/s and this will be added to the Company's invoices for as long as the Company is registered for VAT or its successor/s.
16. The Company reserves the right to levy charges to you in addition to and over and above the monthly licence fees where additional work is required on the Software and/or your equipment due to attempts to move, modify, adapt, copy or otherwise interfere with the Software by you or your agents whatever the circumstances. The minimum charge under this Clause will be £50.
17. The Company will levy charges to you in the event of any breach of Clauses 4 and/or 5 of this agreement. The minimum charge under this Clause will be £250.
18. The Software provided by the Company is checked for viruses before release. The Company deems it to be your responsibility to ensure that your hardware and all software and data is kept free of viruses, worms, malware, ransomware and the like and will not accept any liability for any loss of data or other failure if it is shown to have resulted, directly or indirectly, from infection in your hardware or software.

19. The Company has the right to terminate this License Agreement and your right to use this Software upon any material breach by you. You agree to return to the Company or to destroy all copies of the Software upon termination of the Licence.

16. You have the right to terminate this Licence Agreement and your right to use the Software upon giving at least three months' notice in writing to the Company. You agree to return to the Company or to destroy all copies of the Software upon termination of the Licence.

17. This License Agreement is the entire and exclusive agreement between the Company and you regarding this Software. This License Agreement replaces and supersedes all prior negotiations, dealings, and agreements between the Company and you regarding this Software.

18. This License Agreement is governed by the laws of England.

19. This License Agreement becomes effective upon installation of the Software on your computer/s and may be replaced by a later Agreement issue to you by the Company whether that later Agreement is sent by mail or electronic means. Proof of despatch will be deemed sufficient proof for the revised Agreement to become effective.