



# Eonic Associates LLP

## Licence Agreement for Protean CMS

In agreeing to the provision of any and all services from Eonic Associates LLP herein known as Eonic, The Client is deemed to have read and understood this licence agreement.

YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE USING THIS SOFTWARE ("Protean/Protean CMS"). ANY USE OF Protean IS SUBJECT TO YOUR FULL ACCEPTANCE OF THIS LICENCE AGREEMENT. ANY USE OF Protean SIGNIFIES YOUR ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS OF THIS LICENCE AGREEMENT INCLUDING THE DISCLAIMERS AND LIMITATIONS CONTAINED HEREIN.



tel 01892 534 044  
fax 01892 534 042

email sales@eonic.com  
web www.eonic.com

post 11 Heskett Park  
Pembury  
Kent. TN2 4JF



eonicweb5

# 1 License Grant

Upon payment in full of the annual licence fee, this Licence grants you a non-exclusive, annual, limited, non-transferable, non-sub-licensable licence to use Protean CMS on the following terms and conditions:

The licence granted to You is for use of the Protean CMS for Your internal business purposes only, with the software features, paid for by You in advance of such usage, with unlimited number of users.

Protean CMS specifically may NOT be used in an ASP environment or similar environment which would in any way permit third parties to use the Protean CMS.

Protean the derivative works and improvements thereto and any and all worldwide right, title and interest in and to the Intellectual Property Rights to Protean, including any documentation and manuals associated therewith, shall remain solely and exclusively to Eonic. You will retain intact all applicable Eonic copyright, patent and/or trademark notices on and in all copies of Protean CMS and any associated documentation.

For purpose of this licence, "Intellectual Property Rights" shall mean: (i) any and all patents, licences, trademarks, service marks, trade names, trade secrets, know-how, inventions, copyrights and other intellectual property rights related to the authorship, origin, design, utility, process, manufacture, programming, operations or service of Protean or documentation associated therewith; and (ii) any and all information relating to Protean or such documentation not then generally known to the public.

Protean contains copyrighted and proprietary software. You may not (i) alter, modify, decompile, disassemble, reverse assemble or reverse engineer Protean, including any database, file or library related thereto, (ii) give anyone else permission to modify Protean (iii) distribute, sell, rent, assign, or otherwise transfer Protean and documentation to third parties (iv) sublicense Protean or provide outsourcing, timesharing, rental or other such services to any third party. You may not duplicate any Protean or the documentation associated therewith for any purpose. All rights not expressly granted to You herein are reserved by Eonic.

## 2 Anti Piracy

Protean may periodically transmit some or all of the following information only to a server located at Eonic's headquarters: Licence key ID, licensee name, hostname (your website URL), host IP and directory installation path. This information is used solely to verify that the licence key is being used in authorized locations only. (You can turn off this feature by blocking outgoing HTTP connections from Your server). may periodically transmit some or all of the following information only to a server located at Eonic's headquarters: Licence key ID, licensee name, hostname (your website URL), host IP and directory installation path. This information is used solely to verify that the licence key is being used in authorized locations only. (You can turn off this feature by blocking outgoing HTTP connections from Your server).

### 3 Disclaimer of Warranty

Protean AND THE ACCOMPANYING FILES ARE SUPPLIED TO YOU "AS IS". Eonic MAKES NO WARRANTY WHATSOEVER AS TO Protean, THE ASSOCIATED DOCUMENTATION, THE OPERATION OF Protean OR ANY SERVICES RENDERED BY Eonic TO YOU, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. IN NO EVENT WHATSOEVER WILL Eonic OR ANY OF ITS SUBCONTRACTORS OR LICENSORS BE LIABLE TO LICENSEE OR ANY THIRD PARTY (WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHER THEORY) FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR ANY PORTION THEREOF, INCLUDING BUT NOT LIMITED TO, THE LOSS OF USE OF THE SOFTWARE, INACCURATE RESULTS, LOSS OF PROFITS OR DAMAGES STEMMING FROM LOSS OR CORRUPTION OF DATA OR DATA BEING RENDERED INACCURATE, THE COST OF RECOVERING ANY DATA, THE COST OF SUBSTITUTE SOFTWARE OR CLAIMS BY THIRD PARTIES, EVEN IF SITE CORE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL Eonic's AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF FEES PAID BY LICENSEE TO Eonic PURSUANT TO THIS AGREEMENT.

### 4 Limitation of Liability

THE LIABILITY OF Eonic IS LIMITED TO THE REPLACEMENT OF THE SOFTWARE OR THE REFUND OF THE LICENCE FEE PAID BY YOU. IN NO EVENT WHATSOEVER WILL Eonic BE LIABLE TO YOU OR ANY THIRD PARTY (WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHER THEORY) FOR ANY INDIRECT, INCIDENTAL, RELIANCE, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SITE CORE SOFTWARE OR ANY PORTION THEREOF, INCLUDING BUT NOT LIMITED TO, THE LOSS OF USE OF THE SOFTWARE, INACCURATE RESULTS, LOSS OF PROFITS OR DAMAGES STEMMING FROM LOSS OR CORRUPTION OF DATA OR DATA BEING RENDERED INACCURATE, THE COST OF RECOVERING ANY DATA, THE COST OF SUBSTITUTE SOFTWARE OR CLAIMS BY THIRD PARTIES, EVEN IF Eonic HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL Eonic's AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF THE LICENCE FEE PAID BY YOU FOR THIS LICENSE.

## 5 Patent or Copyright Infringement

If any third party claim based upon alleged infringement of a patent or infringement of a copyright under the laws of the United States, Canada or the European Union is asserted against You by virtue of your use of Protean, Eonic will indemnify You in investigation of such claims, in preparation and in defence of such claims, or in settlement thereof, provided that Eonic shall have received from You notice of said claim within ten (10) days of the assertion thereof, and further provided that Eonic shall have the exclusive right, if it so chooses, to control and direct the investigation, the defence or the settlement of such claim and further provided that Eonic shall receive complete cooperation and assistance from You in defending or settling the claim. Eonic shall have no liability for any claim of infringement based on: (i) use of a superseded or altered version of Protean if the infringement would have been avoided by the use of a current unaltered version release of such Protean; or (ii) the combination, operation or use of Protean with any software, hardware or other materials not furnished by Eonic if the infringement would have been avoided without combining, operating or using such Protean with such other software, hardware or other materials. In the event Protean is held by a court of competent jurisdiction to be, or is believed by Eonic to be, infringing, Eonic will have the option, at its expense, to: (i) modify such Protean to be non-infringing; (ii) obtain for You a licence to continue using such Protean; or (iii) terminate the licence for the infringing Protean and refund a portion of the license fees paid by You for such infringing Protean as calculated based on a pro-rated 'deduction over a five year period from the date of original delivery of such infringing Protean.

## 6 Software Patches

Eonic may provide software patches as it deems appropriate in its sole and absolute discretion. Software patches will often be provided in an effort to correct a specific problem. Software patches, if any, will be made available to you free of charge.

To the extent that operation of Protean is affected by problems in standard software used in connection with Protean, then updates to such standard software per Eonic's specifications will be required and mandatory in order to solve these issues. This includes (but not limited to) Microsoft Internet Explorer, Windows and the Microsoft XML DOM object. Eonic can provide 'no guarantees that problems with such standard software will be corrected in part or at all, and even if such problems are corrected, that the corrections will be made in a timely manner.

## 7 Privacy

In connection with your use of Protean, you shall ensure that you meet and comply with any and all applicable laws and other requirements with respect to the protection of individuals, including, but not by way of limitation, the processing of personal data.

## 8 Injunctive Relief; Attorneys' Fees

The remedy at law for any breach or threatened breach of the Section titled "Licence Grant" shall be inadequate, and in addition to any other remedy available at law, in equity or under this Agreement, Eonic shall be entitled to seek injunctive relief. In any action or proceeding to enforce any of the terms or provisions of this Agreement or on account of the breach hereof, the prevailing party shall be entitled to recover its costs and expenses, including, without limitation, reasonable attorney's costs and expenses.

## 9 Upgrades

You are entitled to receive new versions of Protean without having to make additional payments during the term of the licence. Each new version is accompanied by release notes describing the general consequences of upgrading to the new version.

New versions of Protean may change its functionality. Such changes may occur for both specific implementations and in regard to integration with external systems. Upgrades may also change the user interface and minimum requirements with respect to hardware and software requirements (e.g. the Internet Explorer version).

If You hold the license to one or more module(s) of the software (e.g. add-ons), Eonic cannot guarantee that new versions of Protean will synchronize with any or all of such modules.

The installation of any upgrade to Protean may be performed by you or by Eonic at your own expense and responsibility.

If and when the Licence has been cancelled, you will no longer be entitled to receive new versions of Protean without first making additional payments

Last amended 8th April 2019

© Copyright Eonic Associates LLP. 2019