CALDES

V8 Developer
LICENSE CONTRACT, TERMS AND CONDITIONS

TERMINOLOGY

Product Name:	Caldes V8 Developer
Product Description:	Cloud and Microsoft Excel based Development Appraisal Model
Licensor / Caldes:	Caldes Limited, 23 Hanover Square, London, W1S 1JB
Owner / IP:	Stuart Rand-Bell

OVERVIEW

This document provides the License, Terms and Conditions and an overview of how the Caldes V8 Developer product and related services are structured. The product is a development appraisal and viability toolkit, built around an Excel spreadsheet model, using Cloud based web technology.

Caldes provide a fully serviced product, including hosting, support, maintenance and upgrades during the license period. The cloud software is hosted on a secure multi-backup Cisco network, with off-site backups. Data is held within Microsoft Excel files on your own computer.

SUPPORT

1. General user support is available Monday – Friday 9.30am-5.00pm by phone, email and our online support ticket system. Support calls may be taken outside the support period. The office is closed for bank holidays and the Christmas and Easter periods.

2. There is unlimited technical support for bugs, through our standard technical support procedures. If a bug is suspected it should be reported only once. This will then be given a reference code (ticket) and scheduled in for analysis depending upon the severity of the issue. Once the issue has been resolved this is reported to the client. We can not give exact time scales as issues vary and will depend upon current workload and available appropriate analysts. Many issues are resolved within the hour.

3. Caldes can provide some bespoke upgrades to the system, but these will be chargeable upon request.

4. On-site support. It should be possible to resolve all support issues remotely. If a client insists that our support staff visit their offices and the issues involved subsequently deem to be fixable remotely or to be due to the clients own hardware or software then a charge may be applied at the discretion of Caldes, typically at £100 per hour, plus travel time and expenses.

THIRD PARTY LICENSES

5. You require a licensed copy of Microsoft Excel 2010 or later to run the software. The costs of any third party licenses must be covered by the client.

SERVER MAINTENANCE AND SERVICE LEVEL AGREEMENT

6. From time to time, scheduled and emergency system maintenance may be necessary and Caldes reserve the right to take action, in the best interests of all involved. This may include server reboots, server or component replacement, software upgrades, operating system or firewall maintenance. Wherever possible this will be done with the minimal disruption to service and if possible at weekends and out of hours.

7. Service Level Agreement (SLA). Caldes aim to significantly exceed a service level uptime of 99% during normal office hours and outside scheduled downtime for repairs or upgrades etc. All servers are monitored by an external company (www.siteimprove.com) including 24 hour server alarms which notify our support staff if a web-server becomes unavailable for any reason.

DATA STORAGE, DATA SECURITY, CONTINUITY AND DISASTER RECOVERY

8. Data storage. The client is responsible for all of their own Excel files. These are not stored or hosted by Caldes in any way.

9. Data ownership: All information added to the Caldes V8 Developer spreadsheets is owned by the client.

10. In the unlikely event that the system should become temporarily unavailable, Caldes is not responsible for any loss of business. Being online and centralised, our ability to react is increased over systems that are not online.

11. As with all databases, data storage is covered by the data protection act and other laws both nationally and internationally. It is the responsibility of the client and not Caldes that you make your own company and staff compliant with the current standards regarding the use of databases.

CONFIDENTIALITY

12. All information disclosed for the purpose of the discussions and implementations of any systems supplied to the client will be treated confidentially.

13. All 'Confidential Information' will be kept secret and confidential and not, without the clients prior written consent, disclosed to anyone except a limited group of Caldes employees who are participating and need to know such 'Confidential Information'.

14. Caldes has advised each 'representative' of the confidential nature of the client information.

15. Caldes will retain such 'Confidential Information' disclosed to the same standard as we would retain our own information.

16. Caldes will copy any 'Confidential Information' disclosed only as may be necessary for the purpose of discussion, returning or destroying all papers, documentation and software containing the information disclosed at the request of the client. A copy may be kept by Caldes for future reference.

17. Caldes will not under any circumstance discuss the clients' information with any journalist, newspaper or other publication or company.

18. This confidentiality agreement does not apply to information which Caldes is required to disclose by law or by any court requiring disclosure. Caldes will, if required give written notice to the client of any such requirement to disclose any 'confidential information' to allow the client to seek protective order or other appropriate remedy.

SYSTEMS, SCOPE AND COPYRIGHT

19. All usage, functionality and implementation options are assumed to be limited by the (extensive) scope of the current system and existing tools. Where the client requires further additional functionality, Caldes will provide a competitive quotation for the work where feasible. This will take into account the cost of ensuring that other clients are not adversely affected by the additional functionality required and the likely re-saleability of the work.

20. It is impossible to describe carefully every detail of the purpose for which V8 Developer can and should be used and therefore for the avoidance of doubt, Caldes cannot warrant that any software, web site, design work or technology is fit for any specific intended purpose. Caldes does not warrant against and is not responsible for injury, death, lack of business, business interruption, reduction in business, eyestrain or any other health, business or financially related issues, even if a representative of Caldes has been informed of such an issue.

21. Caldes V8 Developer and all components excluding data remain the copyright of the Stuart Rand-Bell (SRB), a key, Caldes shareholder and may not be copied in part or full, or passed to any third parties without the express permission of said person. The Product and all components provided by Caldes Limited, but excluding data input by, or on behalf of the Licensee, may not be copied in part or full, or passed to any third parties. SRB is the sole legal and beneficial owner of all intellectual property rights in the program itself and Caldes Limited is validly licensed to use and sub-license those rights to the Licensee. The software may not be adapted or reverse engineered by anyone other than the Licensor or its representatives save as permitted by law.

LICENSE AND PAYMENTS

22. The Licensee may not extent the use of the software to any third parties without the agreement of the Licensor. The Licensee may not distribute the software, but can provide links to the Caldes V8Developer.com website from within their own website and emails.

23. The software may only be used so long as the license payments have been made in full and in advance. In the unlikely event that payment is not received by the invoice date, Caldes reserves the right to restrict or terminate the V8 Developer service. Warnings of such an event are provided verbally on a number of occasions and then in writing allowing for plenty of time to correct any issue with payment. Any over-payment will be offset against the next payment due. No payment will be returned once a payment has been made.

24. Termination of the agreement will automatically happen at the end of the licensed period and must be renewed annually and the client will be notified in advance of any expiry. No payment will be returned once payment has been made. In the event of termination, the system and data structure may not be used to form the basis of a replacement product.

25. If required, Caldes can put the V8 Developer product into ESCROW. All costs must be born by the client including Caldes administration time. ESCROW provides a method for the Licensee to continue using the software in the unlikely event that Caldes (or a subsequent purchaser of Caldes) cannot trade and can be made in conjunction with or in addition to self-hosting.

26. The license payment does not include the cost of any hardware, software or communications or services and support required by the client to access the system.

27. License payment increases will not exceed the retail price index for existing licenses.

28. Each user must have their own license. They cannot pass that license to any other user. Our system includes a tracking of usage and Caldes reserve the right to restrict or even terminate any license that is in abuse of the one-user, one license policy.

FORCE MAJEURE

29. Caldes will take the utmost care to ensure that we avoid and react as quickly as possible to force majeure. However, we are not responsible for any loss, damages, costs, claims or expenses which you may incur as a result of our delay in or failure to perform our obligations where such delay or failure is due to causes beyond our control. Causes beyond our control include: fire, flood, earthquake, accident, civil disturbances, war, rationing or embargoes, strikes, labour problems, delays in transportation, inability to secure necessary materials, delay or failure of performance of any supplier or subcontractor, acts of God and acts of Government.

PRIVACY POLICY

30. Caldes collect information from you for the sole purpose of your usage of the software or contacting you to provide support. When using the software you will be asked to enter a valid email address and password and both of these items will be registered with us and will be used to validate your license of the software. The email address may also be used to improve customer service. It will NOT be passed on to any third party for any reason what so ever. By using the software you consent to our privacy policy.