



iArchitecture  
Architectural Data Management System  
Software Subscription Licence

Terms and Conditions

This Agreement is made at the time and date of installation of the software product.  
BETWEEN

- 1) the Subscriber (The purchaser of the Subscription Licence)
- and
- 2) iArchitecture (the Developer which shall include the Developer's assigns and successors in business) London House, 243-253 Lower Mortlake Road, Richmond, Surrey TW9 2LL, UK.

WHEREBY IT IS AGREED as follows

Extent of Licence

The Architectural Data Management System modules licenced, the version licenced, the number of user licences, the subscription start date and subscription end date are as stated in the named Company or Individual's Activation Code Notification document issued to the Subscriber at the time of purchase.

1. Definitions
  - the Product - Architectural Data Management System
  - the Agreement - This Licence and the Terms and Conditions set out in the following sections
  - the Subscriber - The purchaser of the Subscription Licence, a named Company or Individual
  - the Developer - As named at 2) above
  - Seat - A single computing processor unit either alone or operating within a multiple licence
2. Copyright

iArchitecture 1997-2004. All rights reserved. The Product and all data, software, documentation and other materials contained in it and all intellectual property therein (other than "Uniclass" references which are the property and copyright of CC/RIBA/RICS/CIBSE/DECS) are the property of iArchitecture Limited or its suppliers and are protected by law.
3. Licence Agreement

On condition that all subscription monies are fully paid on the due date the Subscriber is granted a non-exclusive licence to use the Product only within the terms set out following:-

  - 3.1 Copyright and all other intellectual property rights in the software design, documentation, text & data (the Product) shall remain at all times the property of the Developer or it's licensor and the Subscriber shall acquire no rights in any such material except as expressly set out in this Agreement.
  - 3.2 The Subscriber may reproduce any printouts, outputs or reports from the Product either alone or in conjunction with the Subscriber's own material for the purposes of internal use in the Subscriber's offices or for inclusion in any drawings or contract documentation used or intended to be used in connection with a design project where the Subscriber is engaged in a professional capacity.
  - 3.3 The Product may not be reproduced in part or in full on any internet website.
  - 3.4 The Product has been purchased for a single specific named Company or Individual per serial number.
  - 3.5 The Product may only be installed in strict compliance with the number of Seats to which the subscription relates and is for use only by the Subscribers employees for the period covered by the subscription.
  - 3.6 The Subscriber may make a single copy of the software for backup purposes this being automatically subject to this agreement.
  - 3.7 The Product may not be used, copied, decompiled, disassembled, adapted, merged, translated, reverse engineered, or in any way modified or made available to any third party either as a whole or in part *except by the prior express written agreement of the Developer.*
  - 3.8 The Product or any interest in it shall not be used, sold, assigned, rented, sub-licensed, loaned, mortgaged, changed or otherwise be the subject of dealings in any way except as expressly provided herein.
  - 3.9 The Developer will with absolute discretion provide a reasonable amount of assistance by email on request subject to the Product being used solely in accordance with these terms and conditions but reserves the right to withhold or make a charge for any assistance considered to be beyond this or arising from operating difficulties caused either by operator error or problems with any hardware or software not provided within this Agreement.
  - 3.10 Subscription will continue without interruption until cancelled formally in writing by either party at the time of renewal unless the Subscriber is in breach of these terms and conditions in which case this Licence shall be terminated automatically.
  - 3.11 Upon termination of this Licence the Subscriber shall completely destroy the Product software and all accompanying documentation provided and arising within the terms and conditions of this Agreement and shall erase permanently all copies stored in any medium.
4. WARRANTIES AND REMEDIES
  - 4.1 The Developer shall be under no liability to the Subscriber in respect of any circumstances beyond the Developer's reasonable control including, but not limited to, acts of God, fire, flood, explosion, accident, inability to supply the information, software materials or support, breakdown of equipment and labour disputes, whether involving the Developer, the Subscriber and/or any third party.
  - 4.2 The Developer warrants that the storage media on which the software is supplied will be free from defects in materials and in workmanship under normal use for a period of ninety days after the date of original purchase. Should such a defect occur within this period the Subscriber may return the defective item with proof of purchase to the Developer who will replace it free of charge.
  - 4.3 The Developer warrants that the software will perform substantially in accordance with accompanying documentation provided that it is properly used and with the operating systems for which it is designed and that the documentation correctly describes the operation of the software in all material respects. On notification of any significant error during the period of 90 days after the date of the original purchase it will correct any such error within a reasonable time or take the option to refund the purchase price of the software.
  - 4.4 The warranties set out in 4.2 and 4.3 above are the Subscriber's sole warranties and are in place of all warranties, conditions or other terms expressed or implied by statute or otherwise all of which are hereby excluded to the fullest extent permitted by law.
  - 4.5 In particular the developer does not warrant that the software meet the Subscriber's requirements or that the operation of the software and documentation will be uninterrupted or error free or that all errors in the software can be corrected. The Subscriber loads and uses the software at own risk and in no event will the Developer be liable to the Subscriber for any loss or damage of any kind except for personal injury or death resulting from the Developer's negligence.
  - 4.6 The Subscriber and users must verify the information contained within the Product and ensure that it is applied in a manner effective in communicating what is required and is fit for the intended use.
  - 4.7 The Developer's entire liability in respect of any single event of default shall be limited to damages of an amount equal to £1,000,000 in respect of damage to the tangible property of the Subscriber resulting from the negligence of the Developer or its employees, agents or sub-contractors and shall be limited to the aggregate of the licence fee paid in the immediate preceding period of twelve months in the case of any other event of default.
  - 4.8 Subject to clause 4.7 the Developer shall not be liable in respect of any event or default for loss of profits, goodwill or any type of direct, indirect or consequential loss including loss or damage suffered by the Subscriber in using the Product as a result of any action brought by a third party even if such loss was reasonably foreseeable or the Developer has been advised of the possibility of the loss being incurred.
5. General
  - 5.1 Nothing in the Agreement shall affect the statutory rights of a consumer in "consumer transactions" under any applicable statute.
  - 5.2 If any part of the Agreement is held by a court of competent jurisdiction to be unenforceable the validity of the remainder of the Agreement shall not be affected.
  - 5.3 The Agreement is covered by laws of England and Wales.
  - 5.4 The Subscriber should note that once the subscription has lapsed it will no longer be possible to edit or use the software as the system is then frozen. The data remains intact as a record and a data export service is available on a fee basis. It is the responsibility of the Subscriber to ensure that all projects and data are exported as required before the subscription period is terminated. On further renewal of the Licence the frozen data can be restored to live use.