

Latitude IT Ltd. Fileport End User Licence Agreement

This document applies to both the TRIAL and LICENSED versions of Latitude IT Ltd. Fileport ("Fileport"). Specifics to the TRIAL version are that users are free to distribute links to download this software, solely from websites owned by Latitude IT Ltd, to the people of their choice as long as this is not done as a commercial transaction involving the lease, loaning, sale, resale of Fileport or passing off of Fileport as the intellectual property of any individual or company that is not Latitude IT Ltd or its shareholders. It is forbidden for companies other than Latitude IT Ltd and for any individual to host any installable version of Fileport for download on websites on either the internet or on corporate intranets.

Please read this licence agreement carefully. In installing Fileport you agree to be bound by the terms of this licence agreement.

1. Licence.

Latitude IT Ltd hereby licenses you to install and use Fileport on as many machines as you like in TRIAL mode and on as many machines as have had an agreed number of licences purchased to be used in LICENSED mode. Latitude IT Ltd ("Latitude IT") retains all the rights, title, copyrights, trademarks, trade secrets and other intellectual property rights therein. The Fileport software in this package and any copies which this licence authorises you to make are subject to this licence. You acknowledge that your possession, installation or use of Fileport does not transfer to you any title to the intellectual property in the Fileport software and that you will not acquire any rights except as described in this licence agreement. You agree that any copies of Fileport will contain the same proprietary notices that appear on and in Fileport. It is the sole responsibility of the end user (licensee) to test Fileport for suitability and fitness for purpose prior to the purchase of any licences. Latitude IT undertakes that Fileport will work as described in documentation pertaining to Fileport. Latitude IT does not guarantee Fileport to be free from errors which do not materially affect its stated performance.

2. Term and termination.

This licence shall be perpetual beginning on the date you agree to the terms of the licence. Your licence gives you access to the current version of Fileport at the time of your acceptance of the terms of this licence for installation on a single machine (or multiple machines where multiple licences are purchased) Notwithstanding the foregoing your rights under this licence will terminate automatically without notice from Latitude IT if you fail to comply with any of the terms hereof. Latitude IT reserves the right to revoke licences at its sole discretion in the event of any breach of the terms of this licence or in the event of non-payment for licences whose purchase has been agreed upon between Latitude IT and the licensee or its employees or agents. Non-payment shall be deemed to have occurred 60 days after the placement of an order for licences of Fileport with Latitude IT and the delivery of licensing details to the purchaser. Licences are single use activation and are not transferable.

3. Permitted uses and restrictions.

The licensee is permitted to use Fileport in LICENSED mode on as many computers as licences have been purchased by the licensee or by agreement with Latitude IT on as many computers as Latitude IT chooses. The licensee may not decompile, reverse engineer, disassemble, modify, rent, lease, loan, sell, resell, sublicense, distribute or create derivative works based on Fileport in whole or part. The licensee may not transfer their rights under this licence except with the written agreement of Latitude IT.

4. Exclusions and disclaimer.

Latitude IT shall not be liable for any loss arising out of the use of Fileport. This licence agreement covers the use of Fileport in the country of purchase and shall be governed by the laws of England and Wales. No term of this licence agreement confers to any third party any benefit or right to enforce this licence agreement. Neither Latitude IT nor the licensee shall be held liable for any failure to perform their obligations under this licence agreement if such failure results from circumstances beyond the reasonable control of either party.

5. Limitation of Liability

UNDER NO CIRCUMSTANCES shall Latitude IT, its directors, officers or employees or agents be liable to you or any other party for indirect, consequential, special, incidental, punitive, or exemplary damages of any kind (including lost revenues or profits or loss of business) resulting from this agreement, or from the furnishing, performance, installation, or use of the software product, whether due to breach of contract, breach of warranty, or the negligence of Latitude IT or any other party. In no event will the Licensor's liability exceed the amount of money paid by you for the right to use the software (if any).

6. Technical support, maintenance and upgrades.

Latitude IT agrees to provide technical advice on the use of Fileport by email for a period of 3 months after the purchase of licences. In giving a response to a query a solution cannot be guaranteed but Latitude IT agrees to make all reasonable attempts to provide a solution including the creation of an upgrade to Fileport if it is deemed necessary. Continued access to upgrades and technical support are available, please ask for a quotation. Latitude IT is not obliged to provide technical assistance where the request has been caused by the malfunction of any hardware or software not provided by Latitude IT or where a user is incompetent to follow reasonably simple instructions to remedy a problem or where the problem has been caused by the negligence of a user.

7. TRIAL and LICENSED versions of Fileport.

Fileport will run for a seven day period after installation and will not work beyond the end of this period unless trial licences are provided by Latitude IT at its sole discretion or licences are purchased by the licensee. In order to license a computer to run Fileport Latitude IT will issue a licence serial number to be entered into the appropriate field in the Fileport user interface and upon that computer's connection to the Latitude IT licence server via Port 80 its MAC addresses, IP number and machine name will be recorded by the Latitude IT licence server to activate the licence and to facilitate technical support.

8. Refund Policy

Fileport is offered with a free trial to ensure the user can make an informed decision that the software is suitable for purchase. We regret refunds are not available once a serial number has been issued.

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