



## SOFTWARE LICENCE AGREEMENT

**LICENCE.** The 116 Group Ltd grants you the right to use one copy of the enclosed software programs ("Software") on a single computer collecting data from a single telephone system (PBX)\* plus additional copies on different computers for analysis purposes only. If this Software is an upgrade from a previous version, The 116 Group Ltd grants you the right to use either the current or prior version of the software.

**COPYRIGHT.** This software is the proprietary product of The 116 Group Ltd and is protected by United Kingdom copyright laws. You must treat the Software as any other copyrighted material with the exception that you may make a single copy of the software solely for backup or archival purposes and transfer the Software to a single hard disk, provided that you keep the original solely for backup or archival purposes. You may not use, copy, modify or transfer the Software or documentation, or any copy, except as expressly provided in this agreement.

**RESTRICTIONS.** You may not lease or otherwise rent the software, but you may transfer the Software and accompanying written material on a permanent basis provided that the recipient agrees to the terms of this agreement. You may not disassemble, reverse engineer or decompile the Software except where permitted by law.

**TERMS.** This licence is effective until terminated. You may terminate it by destroying the Software and documentation and all copies thereof. This licence will also terminate if you fail to comply with any term or provision of this agreement. You agree upon such termination to destroy all copies of the Software and documentation.

**LIMITED WARRANTY ON MEDIA.** To the original licensee only, The 116 Group Ltd warrants the media on which the software is recorded to be free from defects and faulty workmanship under normal use and service for a period of 90 days from the date the software is shipped. If, during this 90 day period, a defect in the media should occur, the media may be returned to The 116 Group Ltd who will replace the media without charge to you. Your sole and exclusive remedy in the event of a defect is expressly limited to replacement of the media provided above. If the failure of the media results from accident, abuse or misapplication of the disk, then The 116 Group Ltd shall have no responsibility to replace the media under the terms of this limited warranty.

**LIMITATION OF WARRANTY.** The 116 Group Ltd does not and cannot warrant: (i) that the performance or results that may be attained by using the software or (ii) that the software is appropriate for your purposes or that it is error free. Accordingly, the software and documentation are licensed "as-is" without warranty as to their quality, performance, merchantability or fitness for any particular purpose. The entire risk as to the results and performance is assumed by you.

**LIMITATIONS OF LIABILITY.** Neither The 116 Group Ltd nor anyone else who has been involved in the creation, production or delivery of this software shall be liable for any direct, incidental or consequential damages, such as, but not limited to, loss of anticipated profits or benefits, loss, resulting from the use of the software or arising out of any breach of any warranty. Except as expressly provided above, The 116 Group Ltd shall have no liability for any claim of any kind or nature, included but not limited to The 116 Group Ltd's negligence, arising out of or in any way related to this agreement, or in connection with any use or other employment of another licensed software licensed to you, whether such liability arose from any claim based upon contract, warranty or otherwise, which may be asserted to you.

**WARRANTY SUPPORT.** The 116 Group Ltd will, for a period of 90 days after delivery, provide full support and issue updates that become available within that period. The 116 Group Ltd supports the Software only so long as it is used under the conditions and on operating systems for which the Software was designed.

**GENERAL.** If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be severed from this agreement and shall not affect the validity and enforceability of any of the remaining provisions.

\*A PBX (private branch exchange) is a telephone system within an enterprise that switches calls between enterprise users on local lines while allowing all users to share a certain number of external phone lines.

February 2017

The 116 Group Ltd trading as Elephant Call Management  
78 York Street, London, W1H 1DP

t. +44 (0) 203 371 3333

f. +44 (0) 203 371 3344

[www.wcgl.co.uk](http://www.wcgl.co.uk)