

# ABSOLVER II SOFTWARE LICENCE



## INTRODUCTION

This document sets out the terms & conditions by which RED RABBIT SOFTWARE Limited trading as ABSOLVER Software (hereafter RED RABBIT) provides a licence for the use of ABSOLVER II Recruitment Software (hereafter ABSOLVER II) or its predecessors.

This Licence replaces all other licences relating to ABSOLVER II previously issued by RED RABBIT (or its predecessors).

No amendment to the Licence is binding unless agreed in writing by RED RABBIT.

This licence should be read in conjunction with the ABSOLVER II System Technical Support Agreement.

ABSOLVER II is only licensed for use as a Subscription Software product.

RED RABBIT has agreed to grant the Subscriber a non-exclusive licence to use ABSOLVER II under the terms and conditions of this Software Licence.

## GRANT OF LICENCE

The licence granted is a **temporary non-exclusive right to use** licence, restricted to a specific number of concurrent users and solely in accordance with the terms and conditions of this software licence. **Subscribers do not own the Software.**

All rights, title and interest in and to the software not specifically granted in this licence belong to RED RABBIT, including, without limitation, UK and international copyright and trade secret rights.

The term 'concurrent users' means that any number of workstations may be set-up to access ABSOLVER II but only the number of actively subscribed licences can use the software at the same time.

The specified number of users is the total number of Client Access licences being subscribed for under the current contract.

The granting of the licence requires that access to an internet connection is always available in order to validate the licences available under the contract in place at the time.

An automatic disabling agent is embedded in the software which will trigger in the event of the licence being terminated.

## CONTRACT

RED RABBIT provides two forms of contract:

A **Rolling Monthly Contract** which is paid monthly in advance by direct debit and requires the subscriber to give a minimum of one calendar months notice of termination. The number of users subscribed can be change at the end of each monthly contract period.

An **Annual Contract** which may also be paid monthly in advance by direct debit and it is a commitment to subscribing for 12 months and requires 1 month notice of termination. It also attracts a lower subscription price. The full value of an annual contract may be paid in advance and will attract a further discount. The number of users subscribed can be increased during the period of the contract. This will result in the current contract lapsing and a new annual contract issued for the total number of subscribed users. The number of users subscribed cannot be decreased during the period of the contract.

Monthly payments are collected by direct debit on or around the 28<sup>th</sup> of the month prior to the month of subscription.

## PRICE

The price includes ABSOLVER II System HelpDesk Support

VAT will be added to all payments at the current rate in force at the time of the transaction.

RED RABBIT reserves the right to increase the subscription price at any time and will notify its customers of any increase at least 60 days prior to it taking effect. Price increases for annual contracts will take effect at the beginning of the next renewal.

## ASSIGNMENT AND SUB-LICENSING

The Subscriber is not entitled to assign this Licence in whole or in part to any other party without the prior written consent of RED RABBIT.

## CONFIDENTIALITY

The ABSOLVER II System and associated documentation, such as a User Manual, contains confidential information belonging to RED RABBIT and all copyright trademarks and other intellectual property rights they contain are the exclusive property of RED RABBIT.

The Subscriber may not:

- Copy, assign, transfer, distribute, sell, lease, rent, sublicense, charge or otherwise deal in or encumber the ABSOLVER II software and associated documentation nor use them on behalf of or make them available to any third party.
- Reverse compile, disassemble, or otherwise reverse engineer or attempt to reconstruct the the whole or any part of the ABSOLVER II software.

The Subscriber may make back-up copies of the software Any such copies are in all respects subject to the terms and conditions of this software licence.

## WARRANTIES AND INDEMNITIES

The software is provided on an 'as - is' basis and RED RABBIT does not warrant that the use of the ABSOLVER II software will meet the Subscriber's requirements or that the operation of ABSOLVER II will be uninterrupted or error free.

## DURATION

This licence agreement shall continue until terminated in accordance with the provisions of the Termination clauses below.

## TERMINATION

This licence is effective until terminated. This agreement may be terminated:

- By the Subscriber who is on an annual contract giving at least one month's notice of termination prior to the end of the contract.
- By the Subscriber who is on a monthly rolling contract giving at least one month's notice of termination prior to the end of the contract.
- By RED RABBIT if the Subscriber fails to make payment of the subscription fees by the due date
- By RED RABBIT if the Subscriber commits any material breach of this licence agreement and fails to remedy it within 14 days of written notice (this includes email) from RED RABBIT.
- By RED RABBIT if the Subscriber convenes a meeting of its creditors; or makes a proposal for a voluntary arrangement; is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or if a trustee, receiver, administrative receiver or similar officer is appointed in respect of all or part of the business.
- On termination of this agreement the licence to use the ABSOLVER II system is revoked with immediate effect.
- Upon termination RED RABBIT will be given access to the Subscriber's system in order to remove the Absolver II software.
- Upon termination the Absolver II database product and data remains the property of the subscriber and will be left on the Subscribers system. RED RABBIT are under no obligation to extract, process, convert or make the data available to the Subscriber in any form other than the original database format.

## ABSOLVER SOFTWARE

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