



**JS MANAGEMENT**

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LEADERS IN AUTOMOTIVE INFORMATION

COMMERCIAL HOUSE • 19 STATION ROAD • BOGNOR REGIS • WEST SUSSEX • PO21 1QD

## LICENSE

### END USER LICENSE

#### **Definitions**

1. In this agreement:
  - ‘WE’ refers to JS Automotive Data Ltd trading as JS Management;
  - ‘You’ refers to the licensee whose details appear in the schedule;
  - ‘The Program’ means the computer software, the data contained in it, Associated disks and printed material known as the Franchised Dealership Locator.
  - ‘The Starting Date’ means the date shown in the schedule.

### WARNING: READ THIS CAREFULLY BEFORE USING THE PROGRAM!

2. Installing, copying or otherwise using the Program indicates your acceptance of this agreement. If you do not understand it, you should contact us.  
Use of the software indicates your acceptance of all terms and conditions.

#### **Licence**

3. The Program is protected by copyright and is licensed for use, not sold.
4. You may:
  - Use the Program at any one time on the number of computers shown at the end;
  - Make a back-up copy of the Program provided you label it with warnings of our copyright;
  - Use information from the Program to help your staff find a franchised dealer.

#### **Restrictions**

5. Except with our written permission, you may not:
  - Use copy or transfer the Program except as permitted by this Agreement;
  - Sell, lend, lease, distribute or otherwise deal in the Program;
  - Alter, adapt, merge or translate the Program;Reverse-engineer, decompile or disassemble the Program.



## Updates

- 6 We will update the data in the Program weekly as shown in the schedule during the term of this agreement provided you date, sign and return it and pay the license fees when due. We may also at our discretion make amendments or additions to the Program intended to help our customers.

## Limited Guarantee

7. We will do our best to ensure that the Program is free from defects in normal use and accurately reproduces the information given to us.
8. All other terms, express or implied and including those implied by statute, as to the quality of the Program are excluded. In particular, we do not guarantee that the operation of the Program will be error-free or uninterrupted or that the Program will be compatible with your system or otherwise meet your needs.
9. Except as above, we will not be liable and you will have no remedy for loss or damage caused directly or indirectly by defects in the Program or inaccurate information.
10. You will indemnify us against any claims made by third parties arising from your use of the Program.
11. If, despite this disclaimer, we are held liable, our liability shall not exceed the price you paid for the Program.

## Force Majeure

- 12 We will not be liable for any delay in performing or failure to perform our obligations due to any cause outside our reasonable control. Such delay or failure will not constitute a breach of this agreement and you will allow a reasonable extension of time for performance of the affected obligation.

## Price and payment

- 13 Your right to use the Program is subject to your paying the following licence fees:
  - Not more than 28 days after the date of this agreement, you will pay us the first year's fee shown in the schedule.
  - Not more than 28 days after each anniversary of the Starting Date, you will pay us an annual licence fee; the amount will be fixed by us, but will not exceed the first year's fee increased in line with the Retail Prices Index or by 6% whichever is the greater;
- 16 You will be liable to pay interest at 8% a year above the base rate from time to time of Abbey on any payment which is overdue.

## **Duration & Termination**

- 17 This agreement will last for the term shown in the schedule and thereafter from the year to year until terminated by us or by you as follows.
- 18 We may terminate this agreement:
- \* By giving you at least 3 month's written notice ending on an anniversary of the Starting Date;
  - \* Forthwith if you are in breach of this agreement:
    - Forthwith if you become insolvent.
- 19 You may terminate this agreement:
- By giving us at least 3 months written notice ending on an anniversary of the Starting Date;
  - Within 28 days of our notifying you of the amount of the annual licence fee.
- 20 On termination your access to the program will be switched off..

## **General**

- 21 This agreement is the entire agreement between you and us and replaces any other oral or written agreement or representation relating to your use of the Program.
- 22 If any part of this agreement is held unenforceable, the remainder shall not be affected
- 23 This agreement is governed by the law of England and Wales.

### **CREDIT:**

Acknowledgement is made to Sewells/EMAP for their permission to use group information from their publication Who Owns Who for inclusion into our program data.

**SCHEDULE**

Name and address of the licensee:

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Starting date:

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Terms of this agreement: ( ) year(s) from the Starting Date

Number of computers on which the Program may be used: (...).....

Frequency of updates: .....WEEKLY.....

SIGNED.....

DATED.....

NAME.....John Stamp.....

COMPANY.....JS Management.....

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SIGNED.....

DATED.....

NAME.....

COMPANY.....

**Please sign and return this copy**

**SCHEDULE**

Name and address of the licensee:

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Starting date:

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Terms of this agreement: ( ) year(s) from the Starting Date

Number of computers on which the Program may be used: (...)

Frequency of updates: ..... WEEKLY .....

SIGNED.....

DATED.....

NAME.....John Stamp.....

COMPANY.....JS Management.....  
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SIGNED.....

DATED.....

NAME.....

COMPANY.....