

AgentFile®

simply powerful software for agents and personal managers

Terms and Conditions

Annual licence fee

AgentFile Ltd ('AgentFile') supplies the software known as Universal AgentFile ('uAF') on payment of an annual licence fee based on the number of users per site. The cost is currently £350 per user per year. The licence fee entitles you ('the Agency') to use uAF

Licence payment policy

The licence fee is payable in advance by credit transfer to the AgentFile bank account. Payment must be in the AgentFile bank account before the licence can be renewed. Licences are renewed on the first day of August each year. If payment has not been made by the 21st of August the software will cease to function and the licence will lapse. The starting date of a renewed lapsed licence will be the same as the original renewal date. Late payment will attract an immediate and automatic penalty based on AgentFile's rights under UK law

Purpose of this document

These terms and conditions set out

- a) the services AgentFile will provide to the Agency in return for the licence fee
- b) the mutual responsibilities that the Agency and Agentfile undertake
- c) the software licence agreement that applies when the Agency uses uAF

Agreement

By using this software you agree to accept the terms and conditions in this document

A Definitions

1 Term of agreement

This agreement will remain in force for as long as licence fees and all outstanding debts to AgentFile have been paid

2 AgentFile consultants

An AgentFile consultant is an authorised representative employed by AgentFile to liaise with an agency and provide uAF support

3 Support request

A support request is when the Agency asks AgentFile for guidance involving use of uAF or to fix a perceived defect in uAF. AgentFile is not responsible for data entered into uAF nor for any hardware or non-AgentFile software employed by the Agency to enable use of uAF

4 Development request

A development request is when the Agency asks AgentFile to add or make modifications to the functionality of uAF. AgentFile will consider carefully all development requests that are made in writing by authorised personnel. The Agency agrees that any final decision regarding uAF development will be made entirely at AgentFile's discretion.

5 Superusers

At least one uAF user in the Agency will be designated a 'superuser' whose function is to attain a good working knowledge of uAF.

6 Levels of support

Two levels of support are provided under this agreement: standard support and after-hours support. Both levels are subject to charge.

B Services

The following services are provided by AgentFile to the Agency

1 Response time

Business hours are 10am-5.30pm, Monday-Friday. The response time following a support call will be eight (8) business hours or less. The response time begins when a request for support is logged by an Agency superuser with an AgentFile consultant and ends when a consultant responds to the request

2 Service availability

Phone calls should be made to the AgentFile support number (currently 07050 683662) and email messages requesting support should be sent to the AgentFile support address (currently admin@agentfile.com). Only superusers should contact AgentFile's support resources with a support or development request. Requests that do not follow the above guidelines may not receive a response.

If, unusually, AgentFile is unable to respond to a support call within eight (8) hours, support will be provided at the earliest opportunity. If the support request can be satisfactorily resolved via telephone and/or remote access to the Agency's server computer, the response will be deemed acceptable

3 After-hours support

Support provided outside business hours will be called after-hours support. After-hours support will be provided at AgentFile's discretion and at double AgentFile's normal hourly rate

4 Training

Onsite training will be provided at the Agency's request during business hours and charged at AgentFile's normal hourly rate. Occasional seminars will be organised by AgentFile to provide offsite

training at a lower cost

5 Accessory support

AgentFile consultants will be available at reasonable notice to assist the Agency's staff, superusers or IT service providers. Accessory support includes conducting site surveys and proposing devices or deployment strategies

6 Upgrades

Upgrades of uAF and of FileMaker software required to use uAF will generally become available at intervals not coinciding with payment of the annual licence fee. Upgrade installation carried out by AgentFile, including any transfer of data, will be charged at normal hourly rates and scheduled with the Agency to reduce downtime. AgentFile's first priority when recommending an upgrade or upgrade delay will be the technical requirements of the Agency. AgentFile will not be bound by the service agreements in this document if an Agency does not act on the recommendation given in good faith by AgentFile. FileMaker upgrades should not be installed by the Agency without explicit direction to do so by AgentFile

7 Software relocation

AgentFile must be notified in advance of any planned relocation of AgentFile software. Failure to do so will render this agreement null and void

C Roles and responsibilities

1 The Agency and AgentFile agree to

- a) conduct business in a courteous and professional manner
- b) provide a current phone number and email address and notify the other of any changes

2 AgentFile will

- a) provide support over the phone or by remote access or by onsite visit
- b) work with the Agency superuser assigned to the support request
- c) inform the Agency by email of temporary changes to available support and service

3 The Agency will

- a) provide all all relevant information available to the Agency when making a support request
- b) provide at all times direct and/or remote administrator level access to the FileMaker Server computer and uAF files or inform AgentFile in advance of any downtime of such access
- c) provide sufficient superusers to facilitate the use of uAF

4 Superusers will

- a) assist AgentFile consultants and the Agency's uAF users with support and development requests
- b) provide general uAF training to other users in the Agency when and as required

D Confidentiality

1 Confidential information

AgentFile takes very seriously the security of the Agency's data made available to AgentFile in the course of its business and will regard such data as confidential information

2 AgentFile's obligations

AgentFile will not disclose, publish or otherwise reveal such information to any other party whatsoever except with the Agency's specific prior written authorisation and will allow only such access as required

by AgentFile employees to carry out work on behalf of the Agency.

At the Agency's request AgentFile will return all confidential information received in written or electronic form, including copies or reproductions or other media within ten (10) working days of such request. The Agency may alternatively request that any documents or other media developed by AgentFile containing confidential information be destroyed by AgentFile, in which case a written certificate will be provided to the Agency confirming destruction within ten (10) working days of the request.

The obligation not to disclose such information will be unaffected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against AgentFile, nor by the rejection of any agreement between AgentFile and the Agency

3 Other information

AgentFile will have no obligation under this agreement with respect to information that is

- a) publicly available, or becomes publicly available, without breach of this agreement
- b) rightfully received by AgentFile without obligations of confidentiality
- c) developed by AgentFile without breach of this agreement

4 Notices

Any notice required by this agreement will be in writing and given to the appropriate party by personal delivery, email or by certified postal mail

5 Data Protection Act

AgentFile complies with the Data Protection Act (1998) and nothing in this agreement will affect the Agency's rights under the provisions of that Act

E Charges

1 Charges and payment

There is no charge to the Agency for complying with this agreement. AgentFile's normal rate (currently £70 per hour or part thereof) will be charged for all work carried out under this agreement. Invoices will be submitted to the Agency by email and must be cleared into the AgentFile bank account within twenty-one (21) days. Wherever possible the invoice date and emailed date will be the same.

2 Late payment

If AgentFile is not paid according to agreed credit terms we will exercise our statutory right to interest under the Late Payment of Commercial Debts (Interest) Act 1998. Under this arrangement, which has the force of law, late payment will attract an immediate and automatic penalty, which will not be chargeable to vat. If debts remain unpaid after reasonable notice has been given AgentFile will pursue claims through Her Majesty's Court Service or other legal process and reserves the right asserted under the software licence agreement, laid out in section G3 of this document, to terminate immediately the Agency's use of uAF

F Changes to this agreement

1 Termination of agreement

The Agency may terminate this agreement immediately by giving AgentFile written notice of termination and ceasing to use of uAF. No refund of licence fee will be payable by AgentFile

2 Amendment to agreement

Amendments to this agreement will require the joint approval of AgentFile and the Agency and will be recorded as an addendum in an appendix to this agreement

G Software licence agreement

Please read this licence agreement carefully. By using this software, the Agency is agreeing to be bound by the terms of this licence. If the Agency does not agree to the terms of this licence, do not use this software.

The agency management software known as Universal AgentFile ('uAF') is licensed, not sold, to <<name of the agency>> ('The Agency') by AgentFile Ltd ('AgentFile') for use only under the terms of this software licence agreement ('the Licence'), and AgentFile reserves any rights not expressly granted to the Agency. AgentFile retains ownership of uAF

1 Licence

This Licence allows the Agency to

- a) use one copy of uAF shared across a network of computers limited to the number of users agreed by AgentFile. To 'use' uAF means that uAF is either loaded in a computers temporary or permanent memory (RAM, hard disk, flash drive etc) or is accessible across a network
- b) make up to five copies of uAF in machine readable form solely for backup purposes. As an express condition of this Licence, the Agency must reproduce on each copy any copyright notice or other proprietary notice that is on the original copy supplied by AgentFile

2 Restrictions

uAF contains trade secrets in its human perceivable form and, to protect them, the Agency may not reverse engineer, decompile, disassemble or otherwise reduce uAF to any human perceivable form. The Agency may not modify, adapt, translate, rent, lease, loan or create derivative works based upon uAF or any part of uAF

3 Termination

This Licence is effective until terminated. This Licence will terminate immediately without notice from AgentFile and without judicial resolution

- a) 365 days from the date of granting this Licence specified on the Welcome page of uAF or
- b) if the Agency fails to comply with any provision of this Licence

Upon such termination the Agency must destroy all copies of uAF affected by this Licence, all accompanying written materials and all copies thereof. Sections 7, 8 and 9 will survive any termination

4 Passwords

uAF contains features that are protected by certain passwords. The Agency is not authorised to enter, remove or change such passwords, and only AgentFile may enter, remove or change such passwords

5 User names

To maintain the security of the Agency's data and to protect against Licence violation, uAF contains features which allow the Agency to share uAF across the computers on the Agency's network only if the approved user name for the server computer is retained. AgentFile must be informed and approve of any proposed change of user name on the server computer. To effect such a change it may be necessary for uAF to be amended by AgentFile

6 Receipt of due payment

Payment due for installation, renewal, enhancement or amendment by AgentFile must be received by the stipulated date

7 Export law assurances

The Agency agrees that neither uAF nor any direct product thereof is being or will be shipped, transferred or re-exported, directly or indirectly, into any country prohibited by the United Kingdom Export Administration Act and the regulations thereunder or will be used for any purpose prohibited by the Act

8 Disclaimer of warranties

The Agency expressly acknowledges and agrees that use of uAF is at the Agency's sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with the Agency. Except to the maximum extent permitted by applicable law, uAF is provided 'as is', with all faults and without warranty of any kind, and AgentFile hereby disclaims all warranties and conditions with respect to uAF, either express, implied or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third party rights. AgentFile does not warrant against interference with the Agency's enjoyment of uAF, that the functions contained in uAF will meet the Agency's requirements, that the operation of uAF will be uninterrupted or error-free, or that defects in uAF will be corrected. No oral or written information or advice given by AgentFile will create a warranty. Should uAF prove defective, the Agency assumes the entire cost of all necessary servicing, repair or correction

9 Limitation of remedies and damages

To the extent not prohibited by law, in no event will AgentFile be liable to the Agency for any consequential, incidental, indirect or special damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information and the like), whether foreseeable or unforeseeable, arising out of the use of or inability to use uAF or accompanying written materials, regardless of the basis of the claim and even if AgentFile has been advised of the possibility of such damage. In no event will AgentFile's liability to the Agency for all damages for any cause whatsoever, and regardless of the form of the action, exceed the amount of five hundred pounds sterling (£500)

10 Limitation of use with other software and hardware

In no event will AgentFile be liable to the Agency for malfunction or incompatibility of hardware or software other than uAF. FileMaker Pro and an Apple Macintosh or Microsoft Windows operating system are required on any computer which is to use uAF and if problems arise due to malfunction in FileMaker Pro or incompatibility between FileMaker Pro and any Apple Macintosh or Microsoft Windows operating system or other third party software or hardware then liability should be sought from FileMaker Inc, Apple, Microsoft or the vendor of the third party software or hardware. AgentFile may undertake to seek a solution to such problems but will not be held technically or financially responsible for them

11 General

This Licence will be construed under the laws of the United Kingdom, except for that body of law dealing with conflicts of law. If any provision of this Licence will be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this Licence will remain in full force and effect

12 Complete agreement

This Licence constitutes the entire agreement between the parties with respect to the use of uAF licensed hereunder and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this Licence will be binding unless in writing and signed by AgentFile