

# MOTEX SOFTWARE LICENCE AGREEMENT (INCLUDING ADDITIONAL MANDATORY POLICIES)

between

**MOTEX EASIEST LTD**

and

**ALL MOTEX SOFTWARE USERS**

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## **PARTIES**

- (1) MOTEX EASIEST LIMITED incorporated and registered in England and Wales with company number 0405395 whose registered office is at 432 Gloucester Road, Horfield, Bristol, BS7 8TX (**Supplier**).
- (2) YOU the MOTEX SOFTWARE USER. By installing, copying, downloading, accessing, or otherwise using the Software product, you agree to be bound by the terms of this agreement. If you do not agree to the terms of this agreement, do not install or use the Software product. If you renew a Licence for the Software product at the end of an initial, or subsequent Licence period, then you are agreeing to the terms of this agreement which may change from time to time. (**Customer**).

## **BACKGROUND**

The Supplier is the entire legal and/or beneficial owner and/or licensor of certain software products and is willing to license the Customer to use these products.

## **AGREED TERMS**

### **1. INTERPRETATION**

1.1 The definitions and rules of interpretation in this clause apply in this Licence.

**Acceptance Date:** the date on which the Customer is deemed to have accepted the Software under clause 2.2.

**Affiliate:** any business entity from time to time controlling, controlled by, or under common control with, either party.

**Control:** a business entity shall be deemed to "control" another business as defined in section 1124 of the Corporation Tax Act 2010.

**Licence Fee:** the Licence fee payable by the Customer to the Supplier under clause 5.

**Intellectual Property Rights:** all patents, copyrights, design rights, trade marks, service marks, trade secrets, know-how, data, database rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world.

**Licence Date:** the date the Software was initially Licenced or the date the Licence was renewed.

**Maintenance Release:** release of the Software that corrects faults, adds functionality or otherwise amends or upgrades the Software, but which does not constitute a New Version.

**Modification:** any Maintenance Release.

**New Version:** any new version of the Software which from time to time is publicly marketed and offered for purchase by the Supplier in the course of its normal business, being a version which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new or improved product.

**Site:** the premises from which the Customer carries out its business as notified to the Supplier in writing from time to time.

**Software:** computer software, utility software, website software, web-service software, computer data files, associated media, printed materials, local or online backups, and online or electronic documentation.

**Third-Party Licences:** Any Licences relating to any open-source software, including the general public Licence (if applicable), and any proprietary third-party software Licences.

**Third-Party Software:** Any open-source software relating to the supplier software and any proprietary third-party software.

- 1.2 **Holding company** and **subsidiary** mean a "holding company" and "subsidiary" as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references in sub sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.
- 1.3 The headings in this Licence do not affect its interpretation. Except where the context otherwise requires, references to clauses and schedules are to clauses and schedules of this Licence.
- 1.4 Unless the context otherwise requires:
- (a) references to the Supplier and the Customer include their permitted successors and assigns;
  - (b) references to statutory provisions include those statutory provisions as amended or re-enacted;
  - (c) references to one gender includes a reference to the other genders; and
  - (d) references to "including" or "includes" shall be deemed to have the words "without limitation" inserted after them.
- 1.5 In the case of conflict or ambiguity between any provision contained in the body of this Licence and any provision contained in the schedules or appendices, the provision in the body of this Licence shall take precedence.
- 1.6 If the Software is provided to a Customer in any country listed in Schedule 1 then that schedule shall also apply. Despite clause 1.5, in the case of conflict or ambiguity between any provision contained in the body of this Licence and any provision contained in that schedule, the provision contained in the schedule shall prevail, but only in respect of the Customer's use of the Software in that country.
- 1.7 Words in the singular include the plural and those in the plural include the singular.
- 1.8 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.

## **2. DELIVERY, ACCEPTANCE AND INSTALLATION**

- 2.1 The Supplier shall deliver one copy of the Software electronically or on disk or on CD-ROM to the Customer, or, in the case of a website or web service, delivery will be to a web server.
- 2.2 The Customer shall be deemed to have accepted the Software, and the full terms of this Software Licence Agreement, if the Customer commences operational use of the Software.

### 3. LICENCE

3.1 In consideration of the Licence Fee paid by the Customer to the Supplier, the Supplier grants to the Customer a non-exclusive Licence for the duration of the Licence purchased by the Customer to use the Software.

3.2 In relation to scope of use:

- (a) use of the Software shall be restricted to use of the Software in compiled executable form for the purpose of processing the data for the normal business purposes of the Customer (which shall not include allowing the use of the Software by, or for the benefit of, any person other than an employee of the Customer).
- (b) "use of the Software" means loading the Software into temporary memory or permanent storage on the relevant computer.
- (c) the Customer may not use the Software other than as specified in clause 3.1 and clause 3.2(a) without the prior written consent of the Supplier, and the Customer acknowledges that additional fees may be payable on any change of use approved by the Supplier.
- (d) the Customer may not make any backup copies of the Software. If a copy of the Software is required it can be obtained from the Supplier.
- (e) except as expressly stated in this clause 3, the Customer has no right (and shall not permit any third party) to copy, extract from, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software in whole or in part.

3.3 Whilst using the Software, or after termination of use of the Software, whether termination be by the Customer or Supplier, the Customer:

- (a) will not try to duplicate any of the Software or Intellectual Property, will not help or allow any third party to try to duplicate the Software or Intellectual Property or compete against the Supplier, and will always keep the Software and Intellectual Property safe at all times.
- (b) will not (without the previous consent in writing of the Supplier), whether as principal or agent, and whether alone or jointly with, or as a director, manager, partner, shareholder, employee or consultant of any other person, directly or indirectly carry on, or be engaged, concerned or interested in any business which is similar to and competes with any business being carried on by the Supplier or create any products whose expression is substantially similar to the Software.
- (c) will not use any information about or from the Supplier or its Software in any manner which would be restricted by any copyright subsisting in it.
- (d) will not employ, either directly, indirectly, or contractually, any third party, even if they have previously been employed or associated with the Supplier, to work on the Software or any of its associated files or procedures, or any products whose expression is substantially similar to the Software.

3.4 The Customer shall not:

- (a) sub-license, assign or novate the benefit or burden of this Licence in whole or in part;
- (b) allow the Software to become the subject of any charge, lien or encumbrance; and
- (c) deal in any other manner with any or all of its rights and obligations under this agreement,

without the prior written consent of the Supplier, such consent not to be unreasonably withheld or delayed.

- 3.5 The Supplier may at any time sub-license, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under this Licence.
- 3.6 Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 3.7 The Customer shall:
- (a) keep a complete and accurate record of the Customer's copying and disclosure of the Licensed Software and its users, and produce such record to the Supplier on request from time to time;
  - (b) notify the Supplier as soon as it becomes aware of any unauthorized use of the Licensed Software by any person;
  - (c) pay, for broadening the scope of the Licences granted under this Licence to cover the unauthorized use, an amount equal to the Licence Fees which the Supplier would have levied (in accordance with its normal commercial terms then current) had it licensed any such unauthorised use on the date when such use commenced together with interest at the rate provided for in clause 5.3, from such date to the date of payment.
- 3.8 The Customer shall permit the Supplier to inspect and have access to any premises (and to the computer equipment located there) at or on which the Software is being kept or used (or was kept or used if the License has been terminated), and have access to any records kept in connection with this Licence, for the purposes of ensuring that the Customer is complying with the terms of this Licence, provided that the Supplier's inspection takes place during normal working hours.
- 3.9 The Licence has been entered into on the date when the Customer commences operational use of the Software.
- 3.10 Any discounts to the Licence Fee offered by the Supplier, and taken up by the Customer, are entirely at the Suppliers discretion and can be withdrawn by the Supplier at any time.

#### **4. MODIFICATIONS AND MAINTENANCE RELEASES**

- 4.1 The Supplier shall, where necessary, inform the Customer of any Modifications and may offer to sell such Modifications to the Customer.
- 4.2 The Supplier will provide the Customer with all relevant Maintenance Releases generally made available to its customers. The Customer shall install all Maintenance Releases as soon as reasonably practicable after receipt. A charge may be applicable for a maintenance release.
- 4.3 The Supplier may replace an existing Software product with a new Software product, which may or may not contain all the functionality of the older outgoing Software. The Supplier may choose to terminate support for the older Software and the Customer may be offered the new Software as a replacement for the older Software.

#### **5. LICENCE FEES AND/OR FEES**

- 5.1 The Customer shall promptly pay, without deduction, to the Supplier the Licence Fees as they fall due.

- 5.2 All sums payable under this Licence are exclusive of VAT or any relevant local sales taxes, for which the Customer shall be responsible.
- 5.3 If the Customer fails to pay any amount payable by it under this Licence the Supplier may charge the Customer interest on the overdue amount (payable by the Customer immediately on demand) from the due date up to the date of actual payment, after as well as before judgment, at the rate of 8% per annum above the base rate for the time being of Lloyds TSB. Such interest shall accrue on a daily basis and be compounded monthly. The Supplier may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 and Late Payment of Commercial Debts Regulations 2002.
- 5.4 This Agreement and the Licence Fees do not include supply of, or access to, additional products and services, such as, but not limited to: the distribution of the Supplier's own, or third party, data files; communications through the Supplier's servers (generally known as DataExchange or DataX); postcode enquiries; SMS messaging; or websites, including Motex Claim Monitor. Some of these services may already be charged for, separate to the License Fee, and the Supplier reserves the right to start charging, or adjust charges, or suspend or terminate these additional products and services, as they feel necessary.

## **6. SUPPORT**

- 6.1 The Supplier will provide reasonable off-site support for the Software to the Customer. Any support considered to be beyond reasonable, as defined at the sole discretion of the Supplier, may be charged for. The Suppliers decision of what support is reasonable is final.
- 6.2 The Supplier will not automatically provide support to the Customer for any third party products, even if the Software utilises the third party products. Such third party products include, but are not limited to, computer hardware/equipment and software, such as Windows operating systems and SQL Server. If the Supplier is asked to support or help with any third party products, the Supplier may: a) decline; or b) charge the Customer for the support.
- 6.3 The Supplier may charge the Customer for specialist support, such as on-site assistance, letterhead and form design, or management information and report generation/analysis.

## **7. CONFIDENTIALITY AND PUBLICITY**

- 7.1 Each party shall, during the term of this Licence and thereafter, keep confidential all, and shall not use for its own purposes (other than implementation of this Licence) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any, information of a confidential nature (including, without limitation, trade secrets, information of commercial value, and Software functionality) which may become known to such party from the other party and which relates to the other party or any of its Affiliates, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this Licence, or subsequently comes lawfully into the possession of such party from a third party. Each party shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information.
- 7.2 The Customer may not, during the term of this Licence and thereafter, demonstrate or discuss the functionality of the Software to any organisation or individual outside of their own business, nor any

software designers and developers within their own business, without the express written permission of the Supplier.

- 7.3 The terms of this Licence, and the Licence Fees, are confidential and may not be disclosed by the Customer without the prior written consent of the Supplier.
- 7.4 The Supplier may make public notice of the Customer's subscription and/or use of the Supplier's Software, including use of the Customer's name and logos, on the Supplier's own website and advertisements.
- 7.5 The Supplier shall be entitled to place images (including the Supplier's logo) and/or text, as the Supplier see fit, stating the Supplier's copyright and software agreement URL on the Software.

## **8. DATA PROTECTION AND REGULATION**

- 8.1 The Customer must, in full, abide by, and be compliant with, all applicable local and international data protection regulations, and must familiarise themselves and abide by the Supplier's Data Protection Policy and Data Breach Policy, both of which are contained in the schedules with this document.
- 8.2 In respect of any and all personal information collected, entered, accessed, stored, shared, or otherwise utilised (and before entering any personal information into the Software):
  - (a) the Customer must obtain all necessary permissions and consent, as required under applicable local and international data protection regulations, from the owner(s) of the personal information or data subject(s);
  - (b) the Customer indemnifies the Supplier against all claims and penalties where the Customer has not obtained all necessary permissions and consent;
  - (c) the Customer will not misuse any personal information; and
  - (d) the Customer indemnifies the Supplier against all claims and penalties where the Customer has misused any personal information;
- 8.3 In respect of any documents that are outside of the Software, even if those documents were produced by using the Software, for example, but not limited to, documents that have been printed and/or emailed:
  - (a) the Supplier will not be held responsible, in any way, for such documents; and
  - (b) the Customer indemnifies the Supplier against all claims and/or penalties arising from such documents that the Customer produced.
- 8.4 The Customer agrees that, within the Software:
  - (a) the Customer is responsible for all of the Customer's information, and the Customer is solely responsible for the ongoing accuracy and content of the Customer's information;
  - (b) the Supplier has no obligation to the Customer for the accuracy or completeness of the Customer's information; and
  - (c) the Customer shall maintain and update the Customer information as necessary to keep it current, complete and accurate;

## **9. EXPORT**

9.1 Neither party shall export, directly or indirectly, any technical data acquired from the other party under this agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations (Export Control Laws), including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export Licence or other governmental approval without first obtaining such Licence or approval.

9.2 Each party undertakes:

- (a) contractually to oblige any third party to whom it discloses or transfers any such data or products to make an undertaking to it in similar terms to the one set out above; and
- (b) if requested, to provide the other party with any reasonable assistance, at the reasonable cost of the other party, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

## **10. SUPPLIER'S WARRANTIES**

10.1 The Supplier does not warrant that the use of the Software, or any additional products and services, will be uninterrupted or error-free.

10.2 The Customer accepts responsibility for the selection of the Software to achieve its intended results and acknowledges that the Software has not been developed to meet the individual requirements of the Customer.

10.3 Any Open-Source or Third-Party Software provided by the Supplier may be used according to the terms and conditions of the specific Licence under which the relevant Open-Source or Third-Party Software is distributed, but is provided "as is" and expressly subject to the disclaimer in clause 10.4.

10.4 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Licence or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

## **11. LIMITS OF LIABILITY**

11.1 Except as expressly stated in clause 11.2:

- (a) the Supplier shall have no liability for any losses or damages which may be suffered by the Customer (or any person claiming under or through the Customer), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories, but not limited to just the below categories:
  - (i) special damage even though the Supplier was aware of the circumstances in which such special damage could arise;
  - (ii) loss of profits;
  - (iii) business interruption;
  - (iv) loss of anticipated savings;



- (v) loss of business opportunity;
  - (vi) loss of goodwill;
  - (vii) loss or corruption of data;
  - (viii) any other loss.
- (b) the total liability of the Supplier, whether in contract, tort (including negligence) or otherwise and whether in connection with this Licence or any collateral contract, shall in no circumstances exceed a sum equal to the current Licence Fee paid; and
- (c) the Customer agrees that, in entering into this Licence, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this Licence or (if it did rely on any representations (whether written or oral) not expressly set out in this Licence) that it shall have no remedy in respect of such representations and (in either case) the Supplier shall have no liability otherwise than in accordance with the express terms of this Licence.

11.2 The exclusions in clause 11.1 shall apply to the fullest extent permissible at law, but the Supplier does not exclude liability for:

- (a) death or personal injury caused by the negligence of the Supplier, its officers, employees, contractors or agents;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.

11.3 The Supplier shall have no responsibility nor liability to the Customer for any investments or purchases the Customer makes, such as, but not limited to, the purchase of computer equipment, network installations, and IT services, to accommodate the Software. Any such investments or purchases are the sole responsibility of the Customer.

11.4 All dates supplied by the Supplier for the delivery of the Software or the provision of Services shall be treated as approximate only. The Supplier shall not be liable for any loss or damage arising from any delay in delivery beyond such approximate dates.

11.5 All references to "the Supplier" in this clause 11 shall, for the purposes of this clause and clause 20 only, be treated as including all employees, subcontractors and suppliers of the Supplier and its Affiliates, all of whom shall have the benefit of the exclusions and limitations of liability set out in this clause, in accordance with clause 20.

11.6 The Customer shall comply with the Third-Party Licences and shall indemnify and hold the Supplier harmless against any loss or damage which it may suffer or incur as a result of the Customer's breach of such terms.

11.7 The Supplier may treat the Customer's breach of any Third-Party Licence as a breach of this Licence.

## **12. INTELLECTUAL PROPERTY RIGHTS**

- 12.1 The Customer acknowledges that all Intellectual Property Rights in the Software and any Modifications or New Versions belong and shall belong to the Supplier, or care of the Supplier, and the Customer shall have no rights in or to the Software other than the right to use it in accordance with the terms of this Licence.
- 12.2 If any third party makes a Claim, or notifies an intention to make a Claim against the Customer, the Customer will:
- (a) as soon as reasonably practicable, giving written notice of the Claim to the Supplier, specifying the nature of the Claim in reasonable detail;
  - (b) not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Supplier (such consent not to be unreasonably conditioned, withheld or delayed);
  - (c) give the Supplier and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Customer, so as to enable the Supplier and its professional advisers to examine them and to take copies (at the Supplier's expense) for the purpose of assessing the Claim; and
  - (d) take such action as the Supplier may reasonably request to avoid, dispute, compromise or defend the Claim.
- 12.3 If any Infringement Claim is made, or in the Supplier's reasonable opinion is likely to be made, against the Customer, the Supplier may at its sole option and expense:
- (a) procure for the Customer the right to continue using, developing, modifying or maintaining the Software (or any part thereof) in accordance with the terms of this Licence;
  - (b) modify the Software so that it ceases to be infringing;
  - (c) replace the Software with non-infringing software; or
  - (d) terminate this Licence immediately by notice in writing to the Customer and refund any of the Licence Fee paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the Software to the date of termination) on return of the Software and all copies thereof,

provided that if the Supplier modifies or replaces the Software, the modified or replacement Software must comply with the warranties contained in clause 9 and the Customer shall have the same rights in respect thereof as it would have had under those clauses had the references to the date of this Licence been references to the date on which such modification or replacement was made.

- 12.4 This clause 12 constitutes the Customer's exclusive remedy and the Supplier's only liability in respect of Claims and, for the avoidance of doubt, is subject to clause 11.1.

## **13. DURATION AND TERMINATION**

- 13.1 The Licence is usually granted on a monthly or quarterly basis, as determined by the Customer's agreed payment schedule. The Licence is renewed each time the Customer pays a Licence Fee. The Supplier may choose to decline to accept a Licence renewal, thereby terminating the Customer's Licence to use the Software.

13.2 The Supplier may offer the Customer an extended Licence period, such as an annual Licence, even if the Customer's Licence Fees continue to be paid monthly or quarterly. However, an extended Licence is offered on condition that:

- (a) the Customer does not reduce the number of Licences that have been granted during the extended Licence period and the Customer is committed to paying the full annual Licence Fees for the whole of the extended Licence period;
- (b) any discounts to the Licence Fee granted under an extended Licence period cease at the end of the extended Licence period;
- (c) offer and acceptance of an extended Licence period does not automatically mean an extended Licence period will be offered, by the Supplier, in the future; and
- (d) the Supplier may withdraw an extended Licence period offer, or terminate a current extended Licence, for any reason and at any time. If the Supplier terminates an existing extended Licence, and the Customer has paid their Licence Fees for the whole of the extended Licence period, the Supplier will refund, pro-rata, any Licence Fees for any unused extended Licence period unless the Supplier has terminated because the Customer is in breach of contract. On termination of an extended Licence period, the Supplier may offer the Customer a new Licence on standard Licence terms.

13.3 Without prejudice to any rights that have accrued under this agreement or any of its rights or remedies, either party may at any time terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under this agreement on the due date for payment;
- (b) the other party commits a material breach of any term of this agreement (other than failure to pay any amounts due under this agreement) and (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified to do so;
- (c) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- (d) the other party suspends, or threatens to suspend or withhold, payment of its Licence Fees or debts or is unable to pay its licence Fees or debts as they fall due or admits inability to pay its Licence Fees or debts or (being a company) is deemed unable to pay its Licence Fees or debts within the meaning of section 123 of the Insolvency Act 1986;
- (e) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- (h) a floating charge holder over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

- (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (j) the other party (being an individual) is the subject of a bankruptcy petition or order;
- (k) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (l) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.3(d) to clause 13.3(j) (inclusive); or
- (m) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

13.4 Termination by either party in accordance with the rights contained in this clause 13 shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.

13.5 On notice of termination for any reason:

- (a) the Customer shall, immediately upon receipt of invoice, pay to the Supplier any sums, in full and without deduction, due to the Supplier under the Licence and this Agreement, including, but not limited to, all outstanding unused Licence Fees including (if an extended Licence period has been agreed) all Licence Fees through to the full term of the extended period. The Supplier is entitled to immediately suspend use of the Software until the outstanding Licence Fees have been paid in full.

13.6 On termination for any reason:

- (a) all rights granted to the Customer under this Licence shall cease;
- (b) the Customer shall cease all activities authorised by this Licence;
- (c) the Customer shall immediately destroy or return to the Supplier (at the Supplier's option) all copies of the Software then in its possession, custody or control and, in the case of destruction, certify to the Supplier that it has done so.

13.7 Any provision of this agreement which expressly or by implication is intended to come into or continue in force on or after termination of this agreement shall remain in full force and effect.

## 14. **WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

## 15. **REMEDIES**

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## **16. ENTIRE AGREEMENT**

- 16.1 This Licence, the schedules and the documents annexed as appendices to this Licence or otherwise referred to herein contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.
- 16.2 Each party acknowledges that, in entering into this Licence and the documents referred to in it, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this Licence or not) other than as expressly set out in this Licence or those documents.
- 16.3 Each party agrees that the only rights and remedies available to it arising out of or in connection with a Representation shall be for breach of contract as expressly provided in this Licence.
- 16.4 Nothing in this clause shall limit or exclude any liability for fraud.

## **17. VARIATION**

- 17.1 This Agreement replaces all previous software agreements and end-user Licence agreements.
- 17.2 If the Customer renews the Licence for the Software product at the end of an initial, or a subsequent Licence period, then the Customer is again agreeing to the terms of this Agreement, which may change from time to time.
- 17.3 If the Customer has agreed an extended Licence period, such as annually, then the Customers is again agreeing to the terms of this Agreement, which may change from time to time, with each Licence Fee payment, usually being monthly or quarterly, within the extended Licence period.
- 17.4 The latest copy of this Agreement, which the Supplier recommends the Customer review before each Licence renewal and/or Licence Fee payment, is available from the Supplier's website, at the following URL: <http://www.motex.co.uk/InternetFiles/EULA.pdf>

## **18. SEVERANCE**

- 18.1 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.
- 18.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable .

## **19. COUNTERPARTS**

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement.

## **20. THIRD-PARTY RIGHTS**

A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

## **21. NO PARTNERSHIP OR AGENCY**

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

## **22. FORCE MAJEURE**

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, and in such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for 4 weeks, the party not affected may terminate this agreement by giving 7 days written notice to the other party.

## **23. NOTICES**

23.1 Any notice or other communication required to be given under this agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice or communication or as otherwise specified by the relevant party by notice in writing to each other party.

23.2 Any notice or other communication shall be deemed to have been duly received:

- (a) if delivered personally, when left at the address;
- (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting;
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed;

23.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

**24. GOVERNING LAW AND JURISDICTION**

- 24.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 24.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1

**MOTEX COUNTRY SPECIFIC AMENDMENTS**



## MOTEX DATA PROTECTION POLICY

### 1. INTRODUCTION

- 1.1 Motex EasiEst Limited (hereinafter referred to as "Motex" "us" "we" or "our"), whose data protection registration number is **Z8964077**, may need to collect and use personal data about people including past, present and prospective customers in order to carry on its business and meet its customers' requirements effectively. We recognise that the lawful and correct treatment of personal data is very important to successful operations and to maintaining our customers' confidence in ourselves.
- 1.2 When handling such information, Motex, and all staff or others who process or use any personal information, must comply with all applicable local and international data protection regulations. In summary, these regulations state that personal data shall:
- (a) be processed fairly and lawfully;
  - (b) be obtained for a specified and lawful purpose and shall not be processed in any manner incompatible with the purpose;
  - (c) be adequate, relevant and not excessive for the purpose;
  - (d) be accurate and up-to-date;
  - (e) not be kept for longer than necessary for the purpose;
  - (f) be processed in accordance with the Data Subject's rights;
  - (g) be kept safe from unauthorised processing, and accidental loss, damage or destruction; and
  - (h) not be transferred to a country outside the European Economic Area, unless that country has equivalent levels of protection for personal data, except in specified circumstances.
- 1.3 All data stored is password protected/encrypted, and only accessible by users with the correct permissions/login details that have been assigned to them.

### 2. ONLINE DATA COLLECTION

- 2.1 You can visit our websites without disclosing any personally identifiable information about yourself, although please note that we may use cookies and collect other non-personally identifiable information about your browsing activity (see below for more information). If you do submit personal information by ordering products, or services, for example, you can be assured that we will use your personal information only to support your continuing relationship with Motex.
- 2.2 We have provided this Data Protection Statement to help you understand how we collect, use and protect your information when you visit our websites and when you generally use our products and services. You should read this notice in conjunction with any Terms & Conditions applicable to Motex services you use.

### 3. COOKIES

- 3.1 We may use cookies to record details such as a user identity and general registration details on your PC. This helps us recognise you on subsequent visits so that, potentially, you don't have to re-enter your registration details each time you visit us and allows us to carry out activities mentioned in the below section "Non-Personally Identifying Information".

- 3.2 Depending upon the type of browser you are using, you may be able to configure your browser so that you are prompted to accept or reject cookies on an individual basis; or you may be able to prevent your browser from accepting any cookies at all. You should refer to the supplier or manufacturer of your web browser for specific details about cookie security.

#### **4. PERSONAL INFORMATION COLLECTION**

- 4.1 We endeavour to collect and use your personal information only with your knowledge and consent and typically when you order and subsequently use products and services, make customer enquiries, register for information or other services, request product information, submit a job application or when you respond to communications from us (such as questionnaires or surveys).
- 4.2 The type of personal information we may collect could include, for example, your name and postal address, date of birth, gender, telephone and fax numbers, and email address. If you choose to provide us with personal information it will be used in support of the intended purposes stated at the time at which it was collected, and subject to any preferences indicated by you.

#### **5. NON-PERSONALLY IDENTIFYING INFORMATION**

- 5.1 We may also collect non-personally identifying information about your visit to our websites based on your browsing activities. This information may include the pages you browse and products and services viewed or ordered, for example. This helps us to better manage and develop our sites, to provide you with a more enjoyable, customised service and experience in the future, and to help us develop and deliver better products and services tailored to your individual interests and needs.

#### **6. HOW WE USE YOUR INFORMATION**

- 6.1 We may use your information for a number of purposes including: processing your orders and managing and administering your account; delivering any services, products or information requested by you; responding to complaints or account enquiries; administering debt recoveries; verifying your identity when required (you may lose your password or security information for example, and we may then need to ask you for other 'identifiable' information to protect your data from unauthorised access).
- 6.2 Any personal data entered is used within the claim process, and can only be viewed or amended by users with the correct login details that are dealing with that claim.
- 6.3 We may also undertake market and product analysis based on your use of our services and products and contact you with information about new developments, products, services and special offers by post, telephone and automated means such as mobile text message (SMS), email and the world wide web (subject to any preferences expressed by you).

#### **7. DISCLOSURE OF INFORMATION TO OTHERS**

- 7.1 For the purposes of this Data Protection Statement, "Motex" means Motex EasiEst Ltd, or any company or other entity in which Motex owns (directly or indirectly) more than 15% of the issued share capital.
- 7.2 We may disclose information about you to:

- (a) companies within the Motex group for the purposes and subject to the terms of this Data Protection Statement; and
- (b) in the event that we undergo re-organisation or are sold to a third party, in which case you agree that any personal information we hold about you may be transferred to that re-organised entity or third party for the purposes and subject to the terms of this Data Protection Policy.

7.3 Please note that Motex does not sell or pass your personal information to third parties (other than as set out in the paragraphs above) unless you have given us permission or unless it is necessary to deliver the products and services ordered or used by you. For example, we may disclose your data to a credit card company to validate your credit card details and obtain payment when you buy a product or service.

7.4 Motex may also be obliged to disclose your personal information to meet any legal or regulatory requirements or obligations in accordance with applicable law.

## 8. ACCESS TO YOUR INFORMATION

8.1 At any time, you can request any personal information we hold about you. To do this, please complete our **Data Subject Request Form** and email, together with all required supporting documentation, to [dataprotection@motex.co.uk](mailto:dataprotection@motex.co.uk). The **Data Subject Request Form** can be downloaded from the following URL: [www.motex.co.uk/InternetFiles/MotexDataSubjectRequestForm.pdf](http://www.motex.co.uk/InternetFiles/MotexDataSubjectRequestForm.pdf).

8.2 At any time, you can request we rectify/delete/migrate any personal information we hold about you. To do this, please complete our **Data Subject Change Form** and email, together with all required supporting documentation, to [dataprotection@motex.co.uk](mailto:dataprotection@motex.co.uk). The **Data Subject Change Form** can be downloaded from the following URL: [www.motex.co.uk/InternetFiles/MotexDataSubjectChangeForm.pdf](http://www.motex.co.uk/InternetFiles/MotexDataSubjectChangeForm.pdf).

## 9. INFORMATION SECURITY

9.1 Motex recognises that its customers are increasingly concerned about how companies protect personal information from misuse and abuse and about privacy in general. Motex is constantly reviewing and enhancing its technical, physical and managerial procedures and rules to protect your personal data from unauthorised access, accidental loss and/or destruction. We use industry standard secure sockets layer (SSL) technology, for example, to encrypt sensitive information.

9.2 Please be aware that communications over the Internet, such as emails/web mails, are not secure unless they have been encrypted. Your communications may route through a number of countries before being delivered - this is the nature of the World Wide Web/Internet. Motex cannot accept responsibility for any unauthorised access or loss of personal information that is beyond our control.

9.3 All data held is on a secure server, operated by a worldwide high security host provider which is ISO 27001 and G-Cloud accredited, and PCI DSS level 1 compliant.

9.4 All data stored is password protected/encrypted, and only accessible by users with the correct permissions/login details that have been assigned to them.

9.5 Any old/used hard drives will be destroyed in the correct manner by the above host provider.

- 9.6 Only users that are involved within the claims process will be able to access data on the system. We cannot be held responsible for any documents that are outside of the system, for example, and not limited to, documents that have been printed/emailed.

## **10. INTERNAL DATA PROTECTION PROCEDURES**

- 10.1 The Motex internet usage policy pertains to employee action across the Motex network. The policy is signed by all staff and not only restricts access to information but dictates acceptable internet communication while on the company network. The following standards allow us to safeguard the data within our systems:
- (a) no personal email accounts set up on company profile/computers;
  - (b) no personal email on company computers accessed by web based portals; and
  - (c) no proxy connections to external based computer systems.

## **11. EMPLOYEE RECORDS**

- 11.1 All employee records are maintained and updated by our HR manager.
- 11.2 Appraisal, review and training documentation are securely stored in hard copy or behind password protected computer systems. These are made available to staff upon request.
- 11.3 We retain employee and client records in accordance with the latest Data Retention directives and destroy information as directed therein. All prospective staff are background checked and references checked before particulars of employment are agreed.

## **12. DATA PROTECTION SUPPORT**

- 12.1 Motex reserves the right to amend or modify this Data Protection Policy at any time and in response to changes in applicable local and international data protection and privacy legislation.
- 12.2 If you have any enquiry about Motex's data protection and privacy policy or practices, please email: [dataprotection@motex.co.uk](mailto:dataprotection@motex.co.uk).

## **13. MONITORING AND/OR RECORDING OF YOUR COMMUNICATIONS**

- 13.1 Monitoring and/or recording of your calls, emails, text messages and other communications may take place in accordance with relevant local law, and in particular for business purposes, such as for quality control and training, to prevent unauthorised use of Motex's products, to ensure effective systems operation and in order to prevent or detect crime.

## **MOTEX DATA BREACH POLICY**

### **1. INTRODUCTION**

- 1.1 Motex products are required to process an amount of personal data, a valuable asset that needs to be suitably protected. However, it should be noted that, in most cases, this data is actually held by our webhosting partner, who is compliant with applicable data protection regulations, or the Motex user. Rarely does Motex, ourselves, actually handle personal data, nevertheless this Data Breach Policy is required for the rare instances that we may handle personal data.
- 1.2 Every care is taken to protect personal data from incidents (either accidentally or deliberately) to avoid a data protection breach that could compromise security.
- 1.3 Compromise of information, confidentiality, integrity, or availability may result in harm to individual(s), reputational damage, detrimental effect on service provision, legislative non-compliance, and/or financial costs.

### **2. PURPOSE**

- 2.1 Motex is obliged under applicable local and international data protection regulations to have in place an institutional framework designed to ensure the security of all personal data during its lifecycle, including clear lines of responsibility.
- 2.2 This Policy sets out the procedure to be followed to ensure a consistent and effective approach is in place for managing a data breach and information security incident.

### **3. SCOPE**

- 3.1 This Policy relates to all personal and sensitive data held by Motex.
- 3.2 This Policy applies to all staff at Motex. This includes temporary, casual or agency staff and contractors, consultants, suppliers and data processors working for, or on behalf of Motex.
- 3.3 This Policy applies to all users of Motex products.
- 3.4 The objective of this Policy is to contain any breaches, to minimise the risk associated with a breach and consider what action is necessary to secure personal data and prevent further breaches.

### **4. TYPES OF BREACH**

- 4.1 For the purpose of this Policy, data security breaches include both confirmed and suspected incidents.
- 4.2 An incident in the context of this Policy is an event or action which may compromise the confidentiality, integrity or availability of systems or data, either accidentally or deliberately, and has caused, or has the potential to cause, damage to Motex's information assets and/or reputation.

4.3 An incident includes, but is not restricted to, the following:

- (a) loss or theft of confidential or sensitive data or equipment on which such data is stored (e.g. loss of laptop, USB stick, iPad/tablet device, or paper record);
- (b) equipment theft or failure;
- (c) unauthorised use of, access to or modification of data or information systems;
- (d) attempts (failed or successful) to gain unauthorised access to information or IT system(s);
- (e) unauthorised disclosure of sensitive/confidential data;
- (f) hacking attack;
- (g) unforeseen circumstances such as a fire or flood;
- (h) human error; or
- (i) 'blagging' offences where information is obtained by deceiving the organisation who holds it.

## **5. REPORTING AN INCIDENT**

5.1 Any individual who accesses, uses or manages Motex products is responsible for reporting data breaches and information security incidents immediately to the Data Protection Officer (at [dataprotection@motex.co.uk](mailto:dataprotection@motex.co.uk)).

5.2 If the breach occurs or is discovered outside normal working hours, it must be reported as soon as is practicable, and well within timeframes assigned by applicable local and international data protection regulations.

5.3 The report must include full and accurate details of the incident, when the breach occurred (dates and times), who is reporting it, if the data relates to people, the nature of the information, and how many individuals are involved.

5.4 All staff should be aware that any breach of the protected data may result in Motex's Disciplinary Procedures being instigated.

## **6. CONTAINMENT AND RECOVERY**

6.1 The Data Protection Officer (DPO) will firstly determine if the breach is still occurring. If so, the appropriate steps will be taken immediately to minimise the effect of the breach.

6.2 An initial assessment will be made by the DPO in liaison with relevant officers to establish the severity of the breach and who will take the lead investigating the breach (this will depend on the nature of the breach).

6.3 The Lead Investigation Officer (LIO) will establish whether there is anything that can be done to recover any losses and limit the damage the breach could cause.

6.4 The LIO will establish who may need to be notified as part of the initial containment and will inform the police, where appropriate.

6.5 The LIO, in liaison with the relevant officer(s), will determine the suitable course of action to be taken to ensure a resolution to the incident.

## **7. INVESTIGATION AND RISK ASSESSMENT**

7.1 An investigation will be undertaken by the LIO immediately and wherever possible within 24 hours of the breach being discovered/reported.

7.2 The LIO will investigate the breach and assess the risks associated with it, for example, the potential adverse consequences for individuals, how serious or substantial those are and how likely they are to occur.

7.3 The investigation will need to take into account the following:

- (a) the type of data involved;
- (b) the sensitivity of the data involved;
- (c) the protections in place (e.g. passwords/encryptions);
- (d) what's happened to the data, has it been lost or stolen;
- (e) whether the data could be put to any illegal or inappropriate use;
- (f) who the individuals are, number of individuals involved and the potential effects on those Data Subject(s); and
- (g) whether there are wider consequences to the breach.

## **8. NOTIFICATION**

8.1 The LIO and/or the DPO, in consultation with a Director, will determine who needs to be notified of the breach.

8.2 Every incident will be assessed on a case by case basis, however, the following will need to be considered:

- (a) whether there are any legal/contractual notification requirements;
- (b) whether notification would assist the individual(s) affected, and whether they act on the information to mitigate risks;
- (c) whether notification would help prevent the unauthorised or unlawful use of personal data;
- (d) whether a large number of people are affected, or there are very serious consequences, and whether the relevant governmental data protection regulator should be notified. Guidance on when and how to notify a governmental regulator is generally available from their website, which in the United Kingdom is the Information Commissioners Office (ICO) and their notification guidelines can be found at: [https://ico.org.uk/media/1536/breach\\_reporting.pdf](https://ico.org.uk/media/1536/breach_reporting.pdf)

8.3 Notification to the individuals whose personal data has been affected by the incident will include a description of how and when the breach occurred and the data involved. Specific and clear advice will be given on what they can do to protect themselves, and include what action has already been taken to mitigate the risks.

- 8.4 The LIO and or the DPO must consider notifying third parties such as the police, insurers, bank or credit card companies, and trade unions. This would be appropriate where illegal activity is known or is believed to have occurred, or where there is a risk that illegal activity might occur in the future.
- 8.5 The LIO and or the DPO will consider whether the Communications Team should be informed regarding a press release and to be ready to handle any incoming press enquiries.
- 8.6 All actions will be recorded by the DPO and/or LIO.

## **9. EVALUATION AND RESPONSE**

- 9.1 Once the initial incident is contained, the DPO will carry out a full review of the causes of the breach; the effectiveness of the response(s) and whether any changes to systems, policies and procedures should be undertaken.
- 9.2 Existing controls will be reviewed to determine their adequacy, and whether any corrective action should be taken to minimise the risk of similar incidents occurring.
- 9.3 The review will consider:
- (a) where and how personal data is held and where and how it is stored;
  - (b) where the biggest risks lie, and will identify any further potential weak points within its existing measures;
  - (c) whether methods of transmission are secure and only sharing the minimum amount of data necessary;
  - (d) identifying weak points within existing security measures;
  - (e) staff, suppliers and customers awareness; and
  - (f) implementing a data breach plan and identifying a group of individuals responsible for reacting to reported breaches of security.
- 9.4 If deemed necessary a report recommending any changes to systems, policies and procedures will be considered by Motex.



## **MOTEX DISASTER RECOVERY INFORMATION**

### **OVERVIEW**

Most companies and organisations recognise that software is a major tool for their lines of business these days and, as such, certain steps need to be taken to protect your I.T. investment and maximise continuity of function in the event of a disaster. This information provides an overview and some of the steps necessary to protect this important part of your business, and can be used as a template for organising your own disaster recovery plan.

However, because Motex does not supply your computer hardware, network infrastructure, or third party software, we can not advise as to the suitability or accuracy of this information, nor the recovery of non-Motex products, and we suggest that you speak to your systems suppliers for detailed disaster recovery information for the aforementioned items.

### **DISASTER RECOVERY OBJECTIVE**

For the purposes of this document, a disaster is defined as an incident which results in the loss of computer processing. A disaster can result from a number of accidental, malicious, or environmental events, such as fire, flood, human error, software and hardware failure, etc...

The primary objective of any disaster recovery plan is to try to minimise interruption to your company/organisation's normal operation and ensure a quick recovery from a disaster.

### **DISASTER RECOVERY ESSENTIALS: INVENTORY**

To be able to recover from a disaster, you should first create a central inventory of all the computer and network equipment, and software used within your company/organisation. For each piece of I.T. equipment, an inventory should contain information such as:

- Manufacturer
- Model and/or Version
- Serial Number
- Licence Number
- User and/or Location
- Specifications
- Description

It is imperative that the central inventory is regularly and accurately maintained, with all new software and hardware added as it is purchased and introduced.

It is also recommended that you conduct regular inventory audits of your systems to ensure continuing inventory integrity and relevance, and that a full copy of the inventory is maintained off-site and updated regularly.

### **DISASTER RECOVERY ESSENTIALS: INSTALLATION MEDIA**

Whilst Motex can provide new installation media for your Motex products, this may not be true for other software you rely upon.

Therefore, non-Motex software installation media should be easily located by staff, yet needs to be protected in the event of a disaster as well. To ensure safety in the event of a disaster, you should locate copies of all installation media in a protected off-site location, which should be updated as required.

Subject to your software licence agreements, one original of the installation media for each software title should be set aside and taken to the off-site repository together with a list of licence numbers you hold. This media (CD, user manuals, etc...) should always be an original so that it can provide additional proof of ownership if needed. The off-site repository should be updated as often as required to be maintained appropriately and accurately.

#### **DISASTER RECOVERY ESSENTIALS: NOTIFICATIONS & CONTACTS LIST**

In the event of a disaster, you should notify all relevant companies and people. These should, at least, be your company/organisation line management and the entities that will help you recover from a disaster. Therefore, a list of entities to contact in the event of a disaster is essential.

A notifications list should contain information such as:

- Company Information
- Contact Name
- Telephone Number
- Facsimile Number
- Email Address
- Product Information

#### **DISASTER RECOVERY ACTION: NOTIFICATION**

After a disaster has occurred, and the situation is under control, insomuch as there is no longer a risk to life and/or property, you can begin to action your disaster recovery plan.

The first step is to evaluate the situation and identify the affected equipment and/or applications. If the disaster has only effected a single software application, then it is highly likely that you will only need to contact your company/organisation line management and the support team and/or vendor for the affected product.

However, if the disaster has affected multiple applications, a whole computer, or the entire network, then you will probably need to contact the majority of the entities on your notification list. Also, consider the order in which you contact these entities, as software can not be recovered until computer hardware and network infrastructure is back in working order.

#### **DISASTER RECOVERY ACTION: NON-MOTEX SYSTEMS**

Whilst Motex has provided this disaster recovery information, we are not aware of, nor involved with, all the non-Motex hardware and software you have on-site and, therefore, Motex can only help recover Motex products after key non-Motex systems, such as your network, computer hardware, and third party software has already been recovered.

For example, Motex is not responsible for items such as hardware and network failures, or third party software such as Windows operating systems and SQL Server, even if your Motex software utilised these items.

PLEASE NOTE: All non-Motex systems must be fully operational before Motex software and data can be recovered from a disaster.

## **DISASTER RECOVERY ACTION: MOTEX SOFTWARE**

As already mentioned, Motex is not responsible for your company/organisation's hardware, network, or non-Motex software. Therefore, if your Motex software is not functioning after a disaster, you should first determine if this is because of an item that is beyond Motex's control, such as a computer or network failure, SQL Server error, etc... and inform the relevant party to recover the affected equipment.

Once your non-Motex systems are working properly, you should test your Motex applications to assess any damage to them, including the software functionality, data files, and communications. If your Motex software is still not functional, please contact Motex for help recovering the applications.

Motex has all necessary Motex Software installations, which can be easily downloaded from our FTP servers for almost instant delivery. After delivery, your Motex applications can be reinstalled to your computers.

## **DISASTER RECOVERY ACTION: MOTEX DATA**

Motex recommends performing two backups, a local backup which will back up all/most of your Motex data files, and the Motex Online Backup which will store only your main databases off-site, on our remote servers (additional subscription required).

From these backups Motex should be able to recover all (or most) of your Motex data, so please ensure backups are run successfully and regularly.

## **MOTEX DISASTER RECOVERY CHARGES & TERMS**

Whilst we at Motex hope you never have to deal with an I.T. disaster, and we will do everything within our power and scope to help you recovery from a disaster, Motex does reserve the right to charge for recovering your Motex applications and/or data, although in most simple cases charges may not be necessary.

Also, Motex's help in recovering your systems from a disaster is subject to the terms and conditions of the Motex Software Licence Agreement.