

Datamonitor Ltd – Single Copy Reports

These terms and conditions and the Order Confirmation Form comprise the agreement pursuant to which Datamonitor Ltd, Company Number 02306113 (hereafter referred to as "Datamonitor"), provides the Product (defined below) to you ("Agreement"). "We", "us" or "our" refers to Datamonitor. "You" or "your" refers to the person who (or on whose behalf) an Order is placed and includes your legal successors and permitted assigns.

1. Orders: Order Confirmation Forms placed by you ("Orders") for any of our reports ("Products") shall only be binding when accepted by us. You shall not cancel or amend an Order unless we have given our prior written consent. We shall assume that any person who places an Order on your behalf can bind you legally.
2. Ownership: The legal and beneficial interest in all copyrights, patents, utility models, trade marks, service marks, design rights (whether registered or unregistered), database rights, semiconductor topography rights, proprietary information rights and all other proprietary rights as may exist anywhere in the world together with applications associated with any such rights ("Intellectual Property Rights") relating to the Product belong to us or our licensors, as the case may be, at all times. You obtain no Intellectual Property Rights in the Products pursuant to or arising out of this Agreement.
3. Charges and Payment Terms: We shall invoice you for fees and charges payable by you to us under this Agreement ("Charges") upon our acceptance of an Order. Charges are exclusive of all taxes, duties and fees, including without limitation, any value added taxes which you will be solely responsible for. Invoices shall be paid in full within 30 days of the invoice date. If you do not settle payment of any Charges within thirty (30) days of the invoice date, interest will accrue at a rate of one and a half (1.5%) percent per month, or the highest rate allowed by the applicable law, whichever is the lower. In addition, we may in our absolute discretion modify the payment terms to require full payment in advance and / or require you to provide such other assurances as we may require to secure your payment obligations.
4. Warranties: We shall use reasonable endeavors to ensure the Product is provided to you in accordance with any specifications set out in the Order and accepted by us. We do not warrant that the Product will meet your requirements or that it will be complete, error free or delivered without interruption. Except as expressly set out in this Agreement, all undertakings are excluded to the maximum extent permissible by law. You assume sole responsibility for the selection, suitability and use of the Product and acknowledge that except as stated above we do not provide any additional warranties or guarantees relating to the Product.
5. Intellectual Property Rights and Indemnities: You shall fully indemnify us in respect of any infringement of any Intellectual Property Rights ("IPR") arising as a result of your use of the Product in breach of the Agreement. You shall allow us (or our licensors) to control any proceedings arising as a result of any infringement, threatened infringement or claim relating to the IPR. You shall make no admission as to liability nor agree any settlement or compromise of any action. You shall, at our request and cost, offer such assistance as we may reasonably request in relation to any proceedings relating to our IPR. any recovery obtained from such proceedings shall accrue solely for our benefit. If any infringement, threatened infringement or claim occurs in relation to any IPR, or if we consider that such a claim is likely to occur, we may in our absolute discretion:
 - a) procure the right for you to use the Product free of the infringement claim; or
 - b) replace or modify the Product to make it non-infringing; or
 - c) terminate that part of the Product relating to the infringement (or potential infringement) and return any Charges paid by you in respect to that part of the Product in full and final settlement of any claims; or
 - d) if none of these options is reasonably practicable, terminate the Agreement and return any charges paid by you for the affected Product in full and final settlement.
6. Limitation of liability: We shall not be liable to you for any indirect or consequential loss, including loss of actual or anticipated profits, revenue, goodwill, anticipated savings or data, whether arising from negligence, breach of contract or otherwise. Our liability in contract, tort or otherwise arising out of or in connection with the Agreement shall in respect of any one or more incidents not exceed the total Charges received by us from you for the Product in the 12 months preceding the date the incident occurs.
7. Confidentiality: Neither party shall, except as strictly required to perform its rights and obligations, use, copy, adapt, alter, disclose, publicise or in any way part with possession of any information of the other which comes into its possession as a result of the Agreement, including the existence and terms of the Agreement ("Information"). this obligation shall not apply to Information:
 - a) which the receiving party can prove was in its possession at the date it was received or obtained; or
 - b) which the receiving party obtains from another person with good legal title thereto; or
 - c) which comes into the public domain otherwise than through the default or negligence of the receiving party; or
 - d) which is independently developed by or for the receiving party.
8. Notices: Any notice, invoice or other document shall be duly given if sent by post or facsimile to the other party's Company Secretary at its registered office or such other address as agreed. Notwithstanding the foregoing, notices in respect of termination or breach shall be sent by recorded delivery to the company Secretary.
9. Force Majeure: We shall not be liable for any delay or failure to perform any obligation under this Agreement insofar as the performance of such obligation is prevented by an event beyond our reasonable control, including but not limited to, earthquake, fire, flood or any other natural disaster, labour dispute, riot, revolution, terrorism, acts of restraint of government or regulatory authorities, failure of computer equipment and failure or delay of sources from which data is obtained.

10. Online Access: Where the Product is to be delivered through our websites we will, in the absence of any breach of the Agreement by you, provide online access to the Product for a minimum of 24 months from the date the Order is accepted by us. We will of course try to make online access continuously available throughout that period but cannot guarantee that the online access will operate continuously or without interruptions or that it will be error free and we do not accept any liability for its unavailability. If, after that 24 month period, we decide to terminate online access to the Product we will give you 30 days' written notice prior to the date of withdrawal, offering you the opportunity to download and retain those parts of the Product that you wish to continue using. All future use of the Product must continue to comply with the terms of this Agreement.
11. Further Provisions: The Agreement constitutes the entire understanding between the parties relating to the Product and supersedes all previous agreements and understandings whether oral or written relating to the Product. In the event of any inconsistency between these terms and conditions and the Order, the Order shall prevail. The Agreement may only be varied in writing signed by an authorised representative of each party. Failure at any time to enforce any of these terms and conditions or to require performance by the other party of any such term or condition shall not be construed as a waiver of such provision or affect the right of either party to enforce the same. If any provision is held to be invalid or unenforceable by any tribunal of competent jurisdiction, the remaining provisions shall not be affected and shall be carried out as closely as possible according to the original intent. The Agreement does not confer any rights to or on any third party. The Agreement shall be governed by English law. The parties irrevocably agree to the exclusive jurisdiction of the Courts of England and Wales.