

## **VeriLite User License Agreement**

This Solidsoft Reply ("VeriLite") User License Agreement ("License" or "Agreement") is a legal agreement between the customer and Solidsoft Reply for the use of any VeriLite software which may include associated media, printed materials, and other components and software modules.

You must read these terms and conditions before using, downloading or otherwise accessing VeriLite or its associated modules. By using or otherwise accessing VeriLite you acknowledge that you have read this license agreement, that you understand it and you ("Customer") agree to be bound by its conditions and that you are at least 18 years of age.

If you do not agree to these terms and conditions of this license agreement you must not access or use VeriLite or any of the VeriLite associated components and software components.

Solidsoft Reply grants Customer with licence(s) to VeriLite upon condition that Customer accepts all of the terms and conditions set forth herein.

### **1. Introduction**

VeriLite is a software application that provides all the functions required for Wholesalers and Pharmacies to meet the needs of the EU Falsified Medicines Directive (FMD) and associated EU Delegated Regulation (DR). It is a web application delivered through common browsers e.g. Google Chrome, Microsoft Internet Explorer, Microsoft Edge, Firefox, etc. Solidsoft Reply provides licenses to legitimate and authorised organisations enabling such organisations to use VeriLite solely for the purposes of satisfying their obligations as set out in the EU's Falsified Medicines Directive and associated Delegated Regulation.

### **2. Pre-condition of use**

Only legitimate organisations that have been registered with their National Medicines Verification Organisation are permitted to use VeriLite. Customer must obtain connection credentials from their National Medicines Verification Organisation before access to VeriLite's medicine verification functions will be granted.

### **3. Licenses**

#### **3.1 Scope of use**

Within each organisation, each license is provided for use by a single user only.

Users are required to identify themselves by their email address (which acts as their VeriLite "User Name"). Users must have secure access to their email account at all times. From time to time, during normal operation of VeriLite, Solidsoft Reply will send information to the user's email account.

Solidsoft Reply grants each Customer user, for which a licence has been purchased, a revocable, non-exclusive, non-transferable, limited license to use the Application solely for fulfilling Customer obligations in relation to the FMD and associated DR, in accordance with the terms of this Agreement.

Concurrent usage of VeriLite by a single registered user is prohibited.

Licences with an organisation are transferable at any time. E.g. A licence assigned to username1@organisation1.com can be replaced with username2@organisation1.com using the VeriLite user- management functionality.

### **3.2 Period of validity**

Licenses are purchased for either 1 Month or Annually.

- Monthly licence validity starts on the day of purchase and ends 1 day before the same day in the next month. E.G. A licence purchased on 24 January, will expire on 23 February.
- Annual licence validity starts on the day of purchase and ends 1 day before the same day in the next year. E.G. A licence purchased on 24 January 2019, will expire on 23 January 2020.

### **3.3 Licence Cancellation**

Customer has no right of cancellation for monthly licences.

Notice of an annual licence cancellation must be communicated by the customer via email to the Solidsoft Reply VeriLite Service Desk.

Annual licences can be cancelled providing a minimum of 1 months' notice. E.g. If a notice of cancellation is received on 24 June the last valid day of use will be set to 31 July.

Where an annual Customer will be refunded for the remainder of unused months. The refund will be calculated by subtracting the number of used days (at the monthly tariff) from the annual price. E.g. If the Customer purchased a single user annual licence for £420 on 24 January and sent a cancellation notice on the 24 June. The effective end date would be 31 July. If the monthly tariff was £45 / month, then the Customer will be charged £279.62 (for 189 days of use) and will receive of £140.38

Refunds will be credited to the same account from which original payment was taken.

Solidsoft Reply reserve the right to suspend or cancel part or in whole any licence agreement at any time without cause.

## **4. NMVO Suspension**

The Customer's NMVO may at any time suspend a Customer's access to the Customer's NMVS. Solidsoft Reply accept no responsibility for such suspensions and all licence arrangement remain in force until such time that:

- The licence agreement period expires
- The Customer cancels the licence(s)

## **5. Fair Usage Policy**

VeriLite is provided for Customer use, solely for the purposes of satisfying their obligations as set out in the EU's Falsified Medicines Directive and associated Delegated Regulation in regards to authenticating the applicable data contained within a 2D barcode printed on a pack of medicine. Usage is expected to be no

more than an average of 1 bar code read per second per user licence in any 24 hour period. Solidsoft Reply reserve the right to suspend user access if access is above this threshold.

## **6. Bar Code Reader**

VeriLite is designed to work using a barcode reader. The Customer is fully responsible for the barcode reader. The barcode reader must be capable of reading 2D barcodes, be GS1 compatible and able to operate in "Keyboard" or "Numeric Keypad" mode.

## **7. User interface**

The VeriLite user interface may from time to time be changed without prior warning to the Customer.

## **8. Service Desk**

Customer has access to the VeriLite Service Desk in order to obtain information and support. Access to the service desk is via email only. Solidsoft Reply may choose to contact the Customer via telephone in order to fulfil any service desk request.

Coverage will be provided during normal business hours defined as 8.30am to 5.00pm (UK time) Monday to Friday, except for English public holidays.

Solidsoft Reply will acknowledge receipt of incidents within two business hours of receiving a notification from Customer.

All standard information requests will be satisfied within 5 working days of receipt of the original notification from the customer or as mutually agreed.

## **9. Warranty**

Solidsoft Reply warrants that it will perform the services in accordance with the description of services set out in this contract and its schedules and to the standard to be expected of a competent provider of information technology services of the kind envisaged under this contract. This warranty is the only warranty given by Solidsoft Reply in the performance of the services and, save in respect of warranties as to title, all other warranties, representations, terms or conditions, expressed or implied are excluded so far as such exclusion is permitted by law.

## **10. Ownership of Material**

Ownership of all rights in any materials created by Solidsoft Reply in the course of performance of its obligations under this Agreement shall belong to Solidsoft Reply unless created specifically for Customer in the performance of the Services under this Agreement in which instance the ownership shall be transferred to Customer on delivery or, if otherwise agreed, in writing between Solidsoft Reply and Customer.

## **11. Confidentiality**

Each party shall keep confidential for a period of five years following the termination of this Agreement all information disclosed to it by the other party which is marked as confidential or which is by its very nature confidential. This obligation of confidentiality shall not extend to information:

- a. Which at the time of disclosure becomes publicly available and does not breach confidentiality of the receiving party or subsequent to disclosure has become publicly available and did not breach confidentiality of the receiving party.
- b. Which was known by the receiving party prior to disclosure by the disclosing party.
- c. Which was independently developed by the receiving party or disclosed to the receiving party by a third party without breach of any obligation of confidentiality.
- d. Where either party is compelled by enforceable order of a competent court or government authority to disclose such information, subject to giving the other party notice of such order to allow that party to contest any order which it believes is improper.

## **12. Indemnity against Infringement of Third Party Intellectual Property Rights**

Customer shall indemnify Solidsoft Reply against all actions, claims, proceedings, damages and costs arising from or incurred by reason of any infringement of a third party's intellectual property rights by the use or possession by Solidsoft Reply of any materials or data provided to Solidsoft Reply by Customer for the purposes of performing its obligations under this Agreement, subject to the following provisions:

- a. Solidsoft Reply shall promptly notify Customer in writing of any alleged infringement of which it has notice.
- b. Solidsoft Reply shall make no admissions without Customer's consent and shall allow Customer to conduct and / or settle all negotiations and litigation and shall give Customer all reasonable assistance. Customer shall bear the cost of any such negotiations or litigation and any costs incurred or recovered in such negotiations or litigation shall belong to Customer.
- c. Solidsoft Reply has used such material only as instructed by Customer and Customer shall not be liable to Solidsoft in the event that Solidsoft Reply has either directly or indirectly failed to adhere to such instructions.

## **13. Limitation of Liability**

Any liability of Solidsoft Reply to Customer under this Agreement shall be limited to 125% of the annual value paid by Customer to Solidsoft Reply in consideration of the Services which gave rise to the claim. In no circumstances shall either party be liable to the other for any indirect or consequential loss, loss of profits, loss of data or loss of business. Nothing in this Agreement shall limit either party's liability to the other in respect of death or personal injury caused by the negligence of that party; fraud, or fraudulent misrepresentation.

## **14. Solicitation of Staff**

Neither party shall at any time during the period of this Agreement nor for twelve months after the termination of this Agreement for any reason, solicit the employment of, or employ, any person who has for any period during the previous twelve months been employed by the other and engaged in the provision or receipt of the Services.

**15. Assignment**

Neither party shall assign the benefit of this Agreement without the prior written consent of the other whose consent shall not be unreasonably withheld. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

**16. Force Majeure**

The parties hereto shall be under no liability for any failure to perform any or all of their obligations hereunder if such failure shall be due to any circumstances beyond the reasonable control of the parties including (without limitation) acts of God or fire, flood, civil or commercial, sabotage, statute, order, or any regulation of any government, public, or local authority. For the avoidance of doubt, a Force Majeure event shall not include instances where the party has failed to perform its obligations due to the failure of a subcontractor to perform its obligations to such party.

**17. Waiver**

The failure by either party to enforce at any time any one or more of the terms and conditions of this Agreement shall not be a waiver of those terms or conditions or of the right at any time subsequently to enforce the terms and conditions of this Agreement.

**18. Severability**

If any provision of this Agreement shall be held by a competent court to be illegal or unenforceable in whole or in part, the remaining provisions shall remain in full force and effect.

**19. Entire Agreement**

This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior representations, writings, negotiations or understandings in connection with this subject matter, except in respect of any fraudulent misrepresentation made by either party. No addition to or modification of any provision of this Agreement shall be binding on the parties unless made in writing and signed by a duly authorised representative of each of the parties.

**20. Headings**

The headings to the clauses of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

**21. Law**

This Agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.