End User Terms - Extended ISCD

The Customer agrees:

a Except as provided by the Copyright Designs and Patents Act 1988 the Customer is not granted any rights to copy, modify, develop or adapt the Extended ISCD or to use, sell, dispose of or transfer the Extended ISCD or any copies thereof in the possession of the Customer, and no title or rights of ownership, copyright or any other intellectual property rights in the Extended ISCD are or will be transferred to the Customer.

b The Customer's right to use the Extended ISCD is limited to use in connection with the UK Bacs scheme, Faster Payments scheme, CHAPS Sterling scheme and Cheque and Credit Clearing scheme

c The Customer acknowledges that all property rights including but not limited to Intellectual Property rights in the Sorting Code, Sorting Code Data, and the Extended ISCD are owned by UK Payments.

d No title or rights of ownership or any Intellectual Property rights in the Extended ISCD, Sorting Code or Sorting Code Data are or will be transferred to the Customer.

e The Customer may not make any copies of the Extended ISCD except for one copy of the Extended ISCD for backup purposes.

f The Extended ISCD and all copies thereof are the property of VocaLink and the Customer must not from sell, loan or in any other way dispose of any copies of the Extended ISCD to any third parties.

g to keep the Extended ISCD confidential and must not disclose the Extended ISCD to any third party.

h Upon the Customer ceasing to use the Extended ISCD, the Customer agrees to return to the Distributor all copies of the Extended ISCD in the Customer's possession or control or toconfirm that they are all securely deleted.

i That the Extended ISCD and any related data licensed to the Customer are provided on an "as is" basis. The Customer licence must not grant any warranty or indemnity of any kind whatsoever in respect of the Extended ISCD and must exclude the fullest extent permitted by law all conditions and warranties express or implied or otherwise.

j The Customer shall update its Extended ISCD at least monthly.

k That, upon notification by VocaLink to the Customer that the licence agreement between VocaLink and Data8 has been terminated, Data8's rights and obligations under the Customer licence will automatically be assigned forthwith to VocaLink who will thereupon be deemed a party to the Customer licence and all rights and obligations there under will be directly enforceable by or against VocaLink as the case may be.

l that VocaLink and its officers, employees, agents and licensors have no liability to it whatsoever in connection with the Customer licence or the Customer's use of the Extended ISCD.

m that all of its relevant staff are aware of and comply with the terms of the Customer licence.

n that all copies of the Extended ISCD and of any manuals made by the Customer will incorporate a notice indicating that copyright in the Extended ISCD and any related manuals is vested in VocaLink