Licence Agreement

This licence agreement ("**Licence**") is a legal agreement between the Supplier and the Customer (each as defined in the Order Form) for the Software as detailed in the Order Form.

The Supplier licences use of the Software to the Customer on the basis of this Licence. The Supplier does not sell the Software to the Customer and remains the owner of the Software at all times.

The Customer agrees to the terms of this Licence as a condition of the provision of the Software by the Supplier.

Agreed terms

1.   Interpretation

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

Affiliate: includes, in relation to either party, each and any subsidiary or holding company of that party and each and any subsidiary of a holding company of that party.

Business Day: any day other than a Saturday, Sunday or a day that is a public or bank holiday in England.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Data Protection Laws means the EU General Data Protection Regulation (EU) 2016/679 as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 ("UK GDPR") the Data Protection Act 2018 and all other laws relating to data protection and privacy to the extent applicable to services under the Licence;

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

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and rights in domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

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.

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 product.

Open-Source Software: any software programs which are licensed under any form of open-source licence meeting the Open Source Initiative's open source definition from time to time.

Site: the premises from which the Customer carries out its business as set out in the Order Form.

Software: the object code of the software contained within the computer programs listed in the Order Form accessed via the licence key provided by the Supplier and any Maintenance Release which is acquired by the Customer during the subsistence of this Licence.

Specification: the document detailing the specification of the Software as set out in the Order Form.

1.2   Clause and paragraph headings shall not affect the interpretation of this Licence.

1.3   A reference to writing or written includes emails.

2.   Provision of the Software

2.1   The Supplier shall provide the Software materially in accordance with this Licence.

3.   Grant and Scope of Licence

3.1   Subject to the Customer's continuous compliance with this Licence and in consideration of the Fee paid by the Customer to the Supplier, the Supplier grants to the Customer a non-exclusive licence, non-transferable and limited licence to use the Software during the Licence Term (unless earlier terminated in accordance with the terms of this Licence).

3.2   In relation to scope of use:

   (a)   for the purposes of clause 3.1, use of the Software shall be restricted to use of the Software in object code form in the manner specified in the Order Form for the purpose of processing the Customer's 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). For the avoidance of doubt, the Customer shall not share or allow unauthorised use, or access to the licence key.

   (b)   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.

   (c)   except as expressly stated in this clause 3, the Customer has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software in whole or in part except to the extent that any reduction of the Software to human readable form (whether by reverse engineering, decompilation or disassembly) is necessary for the purposes of integrating the operation of the Software with the operation of other software or systems used by the Customer, unless the Supplier is prepared to carry out such action at a reasonable commercial fee or has provided the information necessary to achieve such integration within a reasonable period, and the Customer shall request the Supplier to carry out such action or to provide such information (and shall meet the Supplier's reasonable costs in providing that information) before undertaking any such reduction.

3.3   The Customer may not use any such information provided by the Supplier or obtained by the Customer during any such reduction permitted under clause 3.2(c) to create any software whose expression is substantially similar to that of the Software nor use such information in any manner which would be restricted by any copyright subsisting in it.

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 Licence,

without the prior written consent of the Supplier.

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, provided it gives written notice to the Customer.

3.6   Notwithstanding clause 6, a party assigning any or all of its rights under this Licence may disclose to a proposed assignee any information in its possession that relates to this Licence or its subject matter, the negotiations relating to it and the other party which is reasonably necessary to disclose for the purposes of the proposed assignment, provided that no disclosure pursuant to this clause 3.6 shall be made until notice of the identity of the proposed assignee has been given to the other party.

3.7   The Customer shall:

(a)   fully co-operate with the Supplier for the provision of the Software under this Licence;

(b)   keep a complete and accurate record of the Customer's copying and disclosure of the Software and its users, and produce such record to the Supplier on request from time to time;

(c)   take all necessary steps to ensure that its employees, agent, suppliers, third parties or subcontractors abide by the terms of this Licence. For the avoidance of any doubt, the Customer shall fully indemnify the Supplier from the Customer's employees, agents, suppliers, third parties and subcontractors who fail to comply with the terms of this Licence;

(d)   notify the Supplier as soon as it becomes aware of any unauthorised use of the Software by any person;

(e)   pay, for broadening the scope of the licences granted under this licence to cover the unauthorized use, an amount equal to the 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, 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 provides reasonable advance notice to the Customer of such inspections, which shall take place at reasonable times. This clause shall survive the termination of this License Agreement.

3.9   The Customer shall be responsible for ensuring that all its existing equipment used to access the Software is safe and secure. The Supplier accepts no liability for interruption of supply of electricity or telecommunications or interruption of business occasioned as a result of the supply of the Software. It is the sole responsibility of the Customer to take all necessary precautions to protect its data and ensure a regular backup arrangement is implemented prior to, during and after the Supplier's provision of the Software.

3.10   The Supplier shall not be liable for losses arising directly or indirectly from the Customer's failure or delay to perform any of its obligations as set out in this Licence and the Order Form.

4.   **Maintenance releases and regulatory requirements**

4.1   The Supplier will provide the Customer with all Maintenance Releases generally made available to its customers. The Supplier warrants that no Maintenance Release will adversely affect the then

existing facilities or functions of the Software. The Customer shall install all Maintenance Releases promptly after receipt. If the Customer fails to install a Maintenance Release, the Supplier shall not be responsible for any liability arising out of or in connection with the Customer's failure to install such Maintenance Release.

4.2   The Supplier reserves the right to make any changes to the Software which are required to conform with any applicable safety, regulatory or other statutory requirement which do not materially affect the quality or performance of the Software.

5.   Fees

5.1   The Customer shall pay to the Supplier licence Fee as set out in the Order Form. The Fee shall be payable in the currency shown on the invoice and shall be payable on the date set out in the Order Form unless such date is silent, in which case, thirty (30) days from the invoice date prior to the Software being provided to the Customer, unless otherwise negotiated with the Supplier.

5.2   All fees quoted by the Supplier under this Licence are exclusive of any relevant local sales taxes, for which the Customer shall be responsible if applicable. The Customer shall pay any stamp duties or similar transfer taxes imposed on the supplies made under this Licence and shall reimburse the Supplier for any such stamp duties or similar transfer taxes paid by the Supplier. If the Customer is required to make any deduction for or on account of tax from any payment due under this Licence (**Tax Deduction**):

   (a)   The Customer shall account to the relevant tax authority for such Tax Deduction and shall provide evidence to the Supplier that it has so accounted.

   (b)   The amount of the payment due under this Licence shall be increased so that the Supplier receives an amount equal to the amount that would have been received by it, had the Customer not been required to make any Tax Deduction.

5.3   If the Customer fails to make any payment due to the Supplier under this Licence by the due date for payment, unless the Customer has notified the Supplier in writing that such payment is in dispute within ten (10) days of the receipt of the corresponding invoice then, without limiting the Supplier's remedies under clause 12, the Customer shall pay interest on the overdue amount at the rate of 5% per annum above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

5.4   The Supplier reserves the right to increase the Fees as follows:

   (a)   any increase in the consumer price index which impacts the Supplier's costs in performing its obligations under this Licence whereby the Fees may be increased by the same percentage as the increase in the consumer price index, such change shall be applied annually on the anniversary of the Commencement Date;

   (b)   on giving the Customer thirty-five (35) days' notice, on each anniversary of the Commencement Date. If the Customer does not agree with the increase made pursuant to this clause 5.4, then the Customer may terminate this Licence upon thirty (30) days written notice and before such price increase takes effect. If the Supplier does not receive written notice within thirty (30) days, the Customer is deemed to have agreed to the amendment to the Fees.

6. Confidentiality and publicity

6.1 Each party undertakes that it shall not at any time during this Licence, and for a period of three years after termination of this Licence, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party [or of any member of the group of companies to which the other party belongs], except as permitted by clause 6.2.

6.2 Each party may disclose the other party's confidential information:

    (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Licence. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 6; and

    (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

6.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Licence

7. Export

7.1 Neither party shall export, directly or indirectly, any technical data acquired from the other party under this Licence (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.

7.2 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.

8. Software

8.1 The Customer must notify the Supplier in writing of any defect or fault in the Software as a result of which it fails to perform materially in accordance with the Specification, the Supplier shall, at the Supplier's sole discretion, do one of the following:

    (a) repair and /or replace the Software; or

    (b) terminate this Licence immediately by notice in writing to the Customer and refund any of the 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 the Customer provides all the information that may be necessary to assist the Supplier in resolving the defect or fault, including a documented example of any defect or fault, or sufficient information to enable the Supplier to re-create the defect or fault.

8.2   Clause 8.1 does not apply if the Software: (i) has been altered, except by Supplier or its authorised representative, (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Supplier, (iii) if the defect or fault in the Software results from the Customer having used the Software in breach of or outside the terms of this Licence or (v) if failure of the Software has resulted from accident, abuse, misapplication, abnormal use, trojan horse, virus, or any other malicious external code.

8.3   The Supplier does not warrant that the use of the Software will be uninterrupted or error-free.

8.4   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.

8.5   The Customer acknowledges that any Open-Source Software provided by the Supplier is provided "as is" and expressly subject to the disclaimer in clause 8.5.

8.6   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.

9.   Limits of liability

9.1   Subject to clause 9.3, the Supplier shall not in any circumstances have any 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:

(i)   indirect or consequential loss or special damage even if the Supplier was aware of the circumstances in which such special damage could arise;

(ii)   loss of profits;

(iii)   loss of anticipated savings;

(iv)   loss of business opportunity;

(v)   loss of goodwill;

(vi)   loss or corruption of data;

(vii)   wasted expenditure.

9.2   Subject to clause 9.1 and 9.3, the Supplier's maximum aggregate liability under or in connection with this Licence (including any indemnities) whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to one hundred and twenty-five (125%) of the licence Fee paid.

9.3   The exclusions clause 9.1 shall apply to the fullest extent permissible at law, but each party does not exclude liability for:

(a)   death or personal injury caused by the negligence of the party, its officers, employees, contractors or agents;

(b)   fraud or fraudulent misrepresentation;

(c)   any other liability which may not be excluded by law.

10.   Intellectual property rights

10.1   Title to the Software is not transferred to the Customer. The Customer acknowledges that all Intellectual Property Rights in the Software and any Maintenance Releases belong and shall belong to the Supplier or the relevant third-party owners (as the case may be), 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. The Customer will take no actions which adversely affect the Supplier's Intellectual Property Rights in the Software.

10.2   The Supplier shall defend the Customer against any claim that the Customer's use of the Software in accordance with this Licence infringes any Intellectual Property Rights of a third party (**Claim**) and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such Claim. For the avoidance of doubt, clause 10.2 shall not apply where the Claim in question is attributable to possession or use of the Software (or any part thereof) by the Customer other than in accordance with the terms of this Licence, use of the Software in combination with any hardware or software not supplied or specified by the Supplier if the infringement would have been avoided by the use of the Software not so combined, or use of a non-current release of the Software.

10.3   If any third party makes a Claim, or notifies an intention to make a Claim against the Customer, the Supplier's obligations under clause 10.2 are conditional on the Customer:

(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 making 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)   giving 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)   subject to the Supplier providing security to the Customer to the Customer's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, taking such action as the Supplier may reasonably request to avoid, dispute, compromise or defend the Claim.

10.4   If any 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 to use 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 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.

10.5 This clause 10 constitutes the Customer's exclusive remedy and the Supplier's only liability in respect of Claims.

11. Data protection

11.1 Each party shall comply with its obligations under the Data Protection Laws.

12. Term and Termination

12.1 This Licence shall commence on the Commencement Date and unless terminated earlier in accordance with the terms herein, shall continue for the Licence Term.

12.2 Without affecting any other right or remedy available to it, this Licence will be terminated immediately by:

(a) by the Supplier giving written notice to the Customer if the Customer commits a breach of this Licence which the Customer fails to remedy (if remediable) within thirty (30) days after the service of written notice requiring the Customer to do so and immediately if the breach becomes irremediable;

(b) by the Supplier if the Customer fails to pay any portion of the applicable Fee or other agreed fees and fails to cure that payment breach within fourteen (14) days of written notice;

(c) by either party if the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or

(d) by either party if the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

12.3 Any provision of this Licence that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Licence shall remain in full force and effect.

12.4 Termination or expiry of this Licence shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

12.5 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 pay to the Supplier any sums due to the Supplier under this Licence; and

(d)   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.

12.6   Any provision of this Licence which expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Licence.

13.   General Terms

13.1   A waiver of any right or remedy is only effective if given in writing [and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

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

13.3   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 previous and contemporaneous agreements, arrangements and understandings between them, whether written or oral, relating to that subject matter.

13.4   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.

13.5   No variation of this Licence shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

13.6   If any provision or part-provision of this Licence is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Licence. If any provision or part-provision of this Licence is deemed deleted under this clause 13.6 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

13.7   This Licence may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

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

13.9   Nothing in this Licence 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, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

13.10   Neither party shall be in breach of this Licence or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended

accordingly. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate this Licence by giving written notice to the affected party.

13.10.1 Any notice given to a party under or in connection with this contract shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(b) sent by email to the addresses set out in the Order Form.

13.10.2 Any notice shall be deemed to have been received:

(c) if delivered by hand, at the time the notice is left at the proper address;

(d) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;

(e) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

This clause 13.10 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" shall not include e-mail.

13.11 This Licence 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.

13.12 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 Licence or its subject matter or formation (including non-contractual disputes or claims).