

Software Licence

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- 5.1 This Licence shall be terminated forthwith if the Licensee;
 - 5.1.1 is in material breach of the terms of the Agreement and, in the event of a breach capable of being remedied, fails to remedy the breach within thirty (30) calendar days of receipt of notice thereof in writing;
 - 5.1.2 fails to pay any amount due to Idox within ninety (90) calendar days of the date of the invoice;
 - 5.1.3 has a proposal made for its voluntary arrangement within Part 1 of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) of its creditors;
 - 5.1.4 is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;
 - 5.1.5 has a trustee, receiver, administrative receiver or similar officer appointed in respect of all or any part of the business or assets of its organisation;
 - 5.1.6 has a petition presented (and not discharged within 30 days) or a meeting is convened for the purpose of considering a resolution, or other steps are taken for its winding up, or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction);
 - 5.1.7 ceases to carry on business as a going concern;
 - 5.1.8 ceases to be in a position to fulfil its obligations set out herein;
 - 5.1.9 suffers any event in a foreign jurisdiction analogous to or comparable with any of the foregoing.
- 5.2 Within seven (7) calendar days following the date of termination or expiry of this Software Licence, the Licensee shall at the sole option of Idox return or destroy all copies, forms and parts of the Software and Documentation shall certify to Idox in writing that this has been done.

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- 6.2 All fees shall be due and payable within thirty (30) days of the date of invoice. Licensee is responsible for all taxes concerning the Software, excluding taxes based on Idox income. Overdue payments shall bear interest at the lesser of twelve per cent (12%) per annum or the maximum rate allowed under applicable law.

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10.1 Each party agrees that it will not without the prior written agreement of the other party

10.1.1 permit a third party to duplicate or use any Confidential Information

10.1.2 disclose any Confidential Information to any third party save where expressly authorised by this Framework Agreement unless at the time of disclosure such information is within the public domain.

10.2 For the purposes of this Agreement, "Confidential Information" means (without limitation) any information whether oral, written or on electronic or optical media relating to this Agreement (although not its existence), the business and affairs of the parties and their respective clients, and as it relates to the Supplier, the Software, Third Party Software, algorithms, software architectures and programming interfaces, protocols, designs and documentation (including, in particular, screen designs) and other materials delivered by the Supplier to the Customer pursuant hereto and in respect of both parties and technical and commercial data, customer account details, marketing and business plans, client lists, prices and pricing information, commercial agreements between the parties and between either party and a third party, information on communications, hardware and integration, data, drawings, diagrams, trade secrets, know-how, , all proprietary information and other intellectual property or rights thereto belonging to either party or held by either party under a duty of care to a third party to treat such information as confidential and any other information specifically identified by either party as confidential.

10.3 Notwithstanding the clause 10.2, the receiving party shall be entitled to make any disclosure required by law or other regulatory authority.

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