

Software Licence Agreement

NOTICE TO ALL USERS

Please read through the terms of the Licence granted to you by Idox. Idox is defined as the relevant legal entity and wholly owned subsidiary of Idox Plc. as set out in the Statement of Work, Proposal or Quotation issued by Idox and accepted by you, as the Licensee” (the “Agreed Order”). These documents form Idox’s agreement with you for the use of the software (“Software”) as more particularly described in the Agreed Order. If you, the “Licensee”, do not agree to any the terms contained herein please do not install the Software.

By installing the Software, or procuring the Software to be installed, you, the Licensee, consent to be bound by and become a party to this Software Licence Terms and Conditions (the “Licence”).

Definitions: All capitalized terms used in this Software Licence Agreement shall be given the meaning defined in Clause 12.

1. LICENCE AND TERM

1.1 Subject to payment of the applicable licence fees (as set out in the Agreed Order), and subject to the terms of this Licence, Idox hereby grants to the Licensee a non-exclusive, non-transferable licence to use the Software and the user manuals relating to the use of the Software (hereinafter defined as the “Documentation”) for the number of users (as set out in the Agreed Order) for the period specified therein. Where no designated user basis is specified in the Agreed Order, the designated user basis shall be a Named User Base. Where no period is specified in the Agreed Order, the Software licence shall be granted for the duration of the Services to which the Licence relates, as specified in the Agreed Order, including any agreed extensions, and subject always to Idox’s right to terminate the contract and /or Agreed Order, as provided for in clause 5 of this Licence).

2. LICENCE COMPLIANCE AND AUDIT

2.1 The Licensee shall use its reasonable endeavours to ensure that it does not exceed the maximum number of seats, users, or copies licensed as specified in the Agreed Order (the “Permitted Users”). Idox reserves the right to include any appropriate application or function within the Software to ensure the Licensee's use of the Software in accordance with the Permitted Use and the terms of this Licence. In the event that any Software applications are deployed by the Licensee within a shared or remote environment, then the Licensee shall ensure that access to each individual software application is controlled and limited so that the Software is only used according to the Permitted Use and Users and the terms of this Licence.

2.2 Idox reserves the right to annually audit the Licensee's deployment and the use of Software for compliance with the terms of this Licence. Thirty (30) days after the anniversary date of the Commencement Date as stated in the Agreed Order, Idox will provide to the Licensee a Licence Audit Utility to enable the Licensee to self-audit deployed licences. Results of the self-audit are to be submitted by the Licensee to Idox within thirty (30) days of receipt of licence audit utility, to enable Idox to verify compliance with the Agreed Order, particularly regarding the number of Permitted Users.

- 2.3 In the case of the self-audit results identifying a licensing shortfall, the Licensee shall remedy any discrepancies by reducing the number of users in line with the Agreed Order; or issue a new purchase order(s) at the agreed prices for the balance of users to restore compliance with this Licence and the Permitted Users in the Agreed Order. Licensee shall do so within thirty (30) days of written notification by Idox of the discrepancy.
- 2.4 If audit results are not returned to Idox within (30) days from receipt of the completed licence audit utility form, or Idox reasonably believes that the form as returned does not accurately report the Permitted Users, then Idox reserves the right to conduct an audit on the Licensee's premises at a mutually agreeable time during the Licensee's normal business hours. Any costs associated with such an audit will be charged by Idox to the Licensee. If, following completion of the audit, the Licensee is in breach of the Licence and the Agreed Order by exceeding the number of Permitted Users, the Licensee shall be invoiced for the additional users at the rate of twenty percent (20%) over the price charged in the relevant Agreed Order.

3. SOFTWARE USE AND LICENSEE OBLIGATIONS

Permitted Use:

- 3.1 The Software and Documentation may only be used as authorized in this Licence:
- 3.1.1 by the Licensee, and Licensee Personnel and Subcontractors for data inputting and reporting for the internal business purposes of the Licensee.; and
 - 3.1.2 by the Licensee and Licensee Personnel for configuration purposes in the normal course of the business of the Licensee; and
 - 3.1.3 by third parties duly authorised by the Licensee who reasonably need access to the Software and/or Documentation as stated in the Agreed Order.
- 3.2 Except as specified in the Agreed Order, the Software shall not be used to provide a data processing service to any third party whether by way of trade or otherwise.
- 3.3 Licensee shall not modify, amend or alter the Software in any way without the prior written consent of Idox.
- 3.4 Licensee shall be liable for any breach of the Licence granted hereby by any of Licensee's Personnel or Subcontractors and will indemnify and hold harmless Idox against all liabilities, losses, damages, reasonable costs and expenses incurred or suffered by Idox as a result of any such breach.
- 3.5 Licensee shall follow all reasonable instructions given by Idox from time to time with regard to the use of the Software. Licensee shall permit Idox, at all reasonable times and at Idox's own expense (except in the circumstances of clause 2.4 above in which case all audit expenses are to be paid by the Licensee), to verify that the use of the Software is within the terms of this Licence.
- 3.6 The Licensee may not use the Software on more than one live server environment unless otherwise agreed in writing with Idox (except where necessary for the purposes of disaster recovery). If the location of the live server environment is changed at any time, the Licensee must notify Idox in advance. The Software Licences may be transferred (for no additional licence fee) at any time into a hosted environment. Any

software licences provided specifically for test and development environments of the Licensee may not be used in a live environment.

- 3.7 Except as expressly authorised herein, the Licensee shall not cause or permit any use or disclosure of any Software performance benchmark results or other tests carried out on the Software to any third party without Idox's prior written consent and, where applicable, without prior written consent of any owner of third party software (as specified in the Agreed Order).
- 3.8 The Licensee will not use the Software in violation or contravention of any applicable legislation.
- 3.9 The Licensee shall be entitled to make such copies of the Software in machine readable form as are reasonable for back-up purposes or disaster recovery purposes only. Subject to the provisions of this clause 3, the Licensee may not use, copy, modify, amend, alter or transfer the Software or any copy, adaptation, transcription or merged portion thereof. Save as expressly permitted by law, the Licensee may not reverse engineer, decompile or disassemble the Software.
- 3.10 The Licensee shall use the Software according to the Software User Constraints specified in Schedule 1 and shall keep the Licensor indemnified against any breach of its obligations regarding the agreed use of any third party software granted as part of this Licence.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 Idox (or its third party licensors) retains all right, title and interest in the Software and Documentation and any copies thereof. Risk of loss of the Software media, shall remain with Idox until delivery of the media to Licensee at the address specified by Licensee in the Agreed Order. Title on the Software media shall pass to Licensee on payment of the fees specified in the relevant Order. Except as otherwise expressly granted, no licence, right or interest in any Idox trademark, copyright, trade name, service mark or in any Intellectual Property or industrial property of Idox is granted hereunder.
- 4.2 Licensee shall affix, to each full or partial copy of the Software or Documentation made by Licensee, all copyright and proprietary information notices as were affixed to the original, together with such other notices as Idox may request from time to time.
- 4.3 Each party acknowledges that any breach of its obligations with respect to the proprietary rights of the other party may cause such other party irreparable injury for which there may be inadequate remedies at law and that such other party will be entitled to equitable relief, in addition to all other remedies available to it.

5. TERMINATION

- 5.1 Idox shall be entitled to terminate this Licence forthwith on written notice if the Licensee;
 - 5.1.1 is in material breach of the terms of this License 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 becomes or threatens to become insolvent or bankrupt or makes an arrangement with its creditors or goes into liquidation.
 - 5.1.4 ceases to carry on business as a going concern;
 - 5.1.5 ceases to be in a position to fulfil its obligations set out herein;
 - 5.1.6 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 Licence for whatever reason, the Licensee shall, if requested by Idox, , return or destroy all copies, forms and parts of the Software and Documentation, and shall certify to Idox in writing that this has been done.

6. FEES AND PAYMENT TERMS

- 6.1 Licensee shall pay Idox the licence fees specified in the relevant Agreed Order for the Software.
- 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 licence fees. Overdue payments shall bear interest at the lesser of twelve per cent (12%) per annum or the maximum rate allowed under applicable law.

7. INTELLECTUAL PROPERTY INDEMNITY

- 7.1 Idox shall defend and indemnify the Licensee for all costs arising from a claim that Software covered and used within the scope of this Licence infringes a third party Intellectual Property provided that (i) Licensee notifies Idox in writing within thirty (30) days of the claim, and (ii) Idox has (at its option) sole control of the defence and all related settlement negotiations, and (iii) Licensee provides Idox with the assistance, information, and authority necessary to perform the above.
- 7.2 Idox shall have no liability for any claim of infringement based on:
- (i) use of a superseded or modified release of the Software, except if such alteration(s) or modification(s) has been made by Idox or under Idox's direction, and provided always that such infringement could have been avoided by the use of a current unaltered release of the Software;
- or
- (ii) the combination, operation, or use of any Software covered under this Licence, with programs or data not furnished by Idox if such infringement would have been avoided by the use of the Software without such programs or data; or
 - (iii) a claim of infringement relating to Software specified by Licensee.
- 7.3 Without prejudice of clause 7.1, in the event the Software is held by a court of competent jurisdiction or believed by Idox to infringe any third party rights, or Licensee's use of the Software is enjoined, Idox shall have the option, at its expense, to either: (a) modify the

Software to make it non-infringing); (b) obtain for Licensee a license to continue using the Software; (c) substitute the Software with other software reasonably suitable to Licensee; or if none of the foregoing remedies are commercially feasible, (d) terminate the License for the infringing Software and refund the license fees paid for that Software under this License during the six (6) months prior to the date of first intimation of any claim of infringement of third party Intellectual Property to Idox or the Licensee, whichever is the earlier.

8. WARRANTY

- 8.1 Idox undertakes that, provided that the Software is operated in accordance with the Documentation and other instructions given by Idox, including but not limited to Licensee using hardware agreed by Idox as appropriate, the Software will perform in accordance with Idox's published Specification and the Documentation existing at the date of delivery. Idox does not guarantee that the Software will be error-free.
- 8.2 Save for the warranties given in sub-clause 8.1 above, the Software is provided "as is" and any and all other representations, warranties and undertakings, whether express or implied are hereby excluded to the furthest extent permitted by applicable law.
- 8.3 Notwithstanding the fact that Idox has used an up to date virus software package, the Licensee is solely responsible for virus scanning the Software.
- 8.4 The warranties in sub-clause 8.1 shall not apply to Software that has been modified by Licensee or any party other than Idox, or to Software that has been improperly installed or used in a manner other than as authorized under this Licence. Idox does not warrant that the Software will meet Licensee's requirements, or that the Software will operate in the combinations which Licensee may select for use, or that the operation of the Software will be uninterrupted or error-free, or that all Software errors will be corrected. Any claim submitted under this clause 8 must be submitted in writing to Idox within the specified warranty period agreed for the Software.
- 8.5 Except as set forth in this Licensee Idox's sole and exclusive obligation for warranty claims shall be to make the Software operate as warranted or to terminate the license for such Software and return the applicable license fees paid to Idox.

9. LIMITATION OF LIABILITY

- 9.1 Idox's liability for death or personal injury resulting from its negligence or that of its servants or agents is not excluded or limited. Liability under clause 7 of this licence (for breaches of third party intellectual property rights) shall be limited to five million pounds (£5,000,000).
- 9.2 Subject to clauses 9.1 and 9.3, Idox's liability under or in connection with this licence agreement (whether for negligence, breach of contract or otherwise) shall be limited as follows:

- 9.2.1 for damage to physical property (not including the software) caused by the negligence of Idox or its servants or agents, to the sum of £100,000 in aggregate; and
 - 9.2.2 for all other loss or damage, to an amount equal to the amount paid or payable by licensee under the relevant agreed order for the software or services as to which the claim relates.
- 9.3 Subject to clause 9.1, neither Idox nor its licensors shall be liable for any indirect, special or consequential loss or damage (however arising) including, but not limited to, loss of profits, loss of sales, loss of turnover, loss of bargain, loss of opportunity.

10. CONFIDENTIALITY

- 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 Licence 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.

11. DEVELOPMENTS

- 11.1 If the Licensee elects to purchase consulting or software services, any ideas, know-how, or techniques that may be developed by Idox as a result of such consulting services, including but not limited to any enhancements or modifications made to the Software or Documentation (collectively, "Developments") shall be the property of Idox unless otherwise stated in the Agreed Order. Idox may in its sole discretion develop, use, market, and license any software or data processing material that is similar or related to that which was developed by Idox for Licensee. Idox shall not be required to disclose information concerning any Developments that Idox deems to be proprietary and confidential.

12. DEFINITIONS

12.1 In this Software Licence Terms and Conditions and for the purposes of any Agreed Order, the following expressions have the meanings given below unless the context requires otherwise. Clause headings are for ease of reference only and shall not affect the construction or interpretation of this Licence:

Agreed Order	means any order(s) for the provision of Software, Services and/or Support Services received in response to a Supplier's Quotation accepted by the Licensee and making reference to that accepted Supplier's quotation and signed by both parties.
Commencement Date	means the first day of the Initial Period
Licence	means this Software Licence Terms and Conditions agreement and its Schedules.
Licensee	Insert name of the customer
Licensor	Any of Idox Plc Group companies, as specified in the Agreed Order to which this Licence refers.
Licence Fees	means the rates and payment terms referred to in clause 6 of this Licence, as set out in the Agreed Order and based on the Supplier's Quotation or proposal.
Documentation	means the manual(s) and/or other documents associated with the Software and supplied by the Supplier to the Customer with the Software.
Group	means in relation to a company, that company, any subsidiary or holding company from time to time of that company and any subsidiary from time to time of a holding company of that company.
Initial Period	means the fixed contract period set out in the Agreed Order excluding any optional extension or automatic renewal.
Intellectual Property rights	means all patents, rights to inventions, copyright and related rights, industrial property rights, trade marks and service marks, business names and domain names, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), any rights in any discovery, invention or process, and applications for and all other intellectual property rights, in each case whether registered or unregistered and including all applications 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.
Licence Audit Utility	means any documentation, guidelines, or system to accurately determine the number and/ or identities of individuals using a particular licence, which the Licensor shall provide to the Licensee

	from time to time and which the Licensee shall complete and return to the Licensor to allow it to monitor the correct use of the licence.
Name User Base	means the number of named individuals authorised by the Licensor to use a particular licence. Each individual on the Name User Base is a 'named user' and each licence is linked to that particular individual.
Party	means a party to this Agreement. Together the "Parties".
Permitted Users	means the number of individuals who are authorised to use the licence at any given time. If the licence is granted on a "Name User Base" then the only authorised users of the licence are those named individuals and no others.
Quotation	means the commercial proposal issued by or on behalf of the Licensor and addressed to Licensee detailing the Software, Goods, Services and/ or the Support Services offered, delivery times, charges, validity period and all other relevant commercial terms needed to conclude an Agreed Order.
Services	means the services provided by the Licensor to the Licensee as specified in an Agreed Order and may include any or all of the following: general consultancy, implementation consultancy, installation services, hosting services, system management services, project management services, technical assistance, data migration, design, addressing issues and faults, development of software, scheduled training, customised training courses, production of documentation or related materials, or any other time based activity (but not including Support Services).
Software	means any computer program or programs specified in an Agreed Order, including any third party Software, and shall include any updates or enhancements supplied as part of the Support Services.
Software Use Constraints	means those end user licence requirements and/or restrictions detailed in the Agreed Order as "Software Use Constraints" that Licensor is required to pass on to the Licensee regarding any third party software included in the Software.
Specification	<p>means, with regard to Software, the published data sheets and printed or electronic system documentation for the Software available from the Idox group website, the sales Quotation, or (where there has been a documented tender process) the functionality set out in the Supplier's proposal as modified by any subsequent clarification Documentation provided by the Supplier to the Customer or by the Customer to the Supplier that are also included in the Agreed Order.</p> <p>With regard to Goods Specification means the description of the Product as set out in the Quotation and referenced in the Agreed Order.</p>
Licensee Personnel	means all directors, officers, employees, agents, consultants and contractors of the Licensee engaged in the in the normal course of the business of the Licensee.

Subcontractor	means are persons acting on behalf of the Licensee either under an outsourcing or facilities management arrangement or under a consultancy agreement notified to Idox in advance.
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