

Intuitive Business Intelligence Limited

1. GRANT OF LICENCE

- 1.1 The End-User is hereby granted a non-exclusive, non-transferable licence in object code to use the Software on a single designated computer only for the internal business purposes of a single enterprise, which for the avoidance of doubt shall not include the provision of facilities management or bureau services.
- 1.2 Any use of the Software otherwise than in accordance with Clause 1.1 shall be subject to prior written consent and any reasonable additional licence fee which is applicable.
- 1.3 The End-User shall not, except to the extent permitted by law, modify, reverse assemble, decompile or reverse engineer the Software nor merge it with any other software nor shall it permit whether directly or indirectly any third party to do any of the foregoing.
- 1.4 This licence remains in force so long as the End User remains on a current version of the Software and is actively paying for annual support and maintenance.
- 1.5 The End-User shall not develop nor assist in the development of competitive products. Additionally, the End-User shall not promote nor assist in the promotion of competitive products.

2. CONFIDENTIALITY AND COPYING

- 2.1 The End-User acknowledges that the ideas and expressions contained in the Software (and any modifications thereof or updates thereto provided to the End-User and any particulars thereof are confidential and the End-User undertakes not to divulge such information to a third party and only to divulge such information to its associated companies, agents and employees to enable it to be used in accordance with and for the purposes hereof and to ensure that such entities maintain such confidentiality.
- 2.2 The End User consents to use of its name and/or logo in any public relations or promotional material relating to the Software.
- 2.3 Except for back-up purposes or otherwise in accordance with the law, the End-User shall not itself nor allow any third party to duplicate or otherwise reproduce in whole or in part the Software.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 For the purposes of this Agreement, the term 'Intellectual Property Rights' shall mean all copyrights, patents, registered and unregistered design rights, topography rights, trademarks and service marks and applications for any of the foregoing, together with all trade secrets, know-how, rights to confidence and other intellectual and industrial property rights in all parts of the world.
- 3.2 The End-User acknowledges that it obtains no Intellectual Property Rights whatsoever in the Software or any associated documentation.
- 3.3 The End-User will notify the owner of the Intellectual Property or its representative of any claim which may be made alleging that the Software infringes the Intellectual Property Rights of a third party as soon as it becomes aware of any such actual or potential claim.
- 3.4 The End-User shall immediately bring to the attention of owner of the Intellectual Property or its representative any infringement or suspected infringement by any third party of any of the Intellectual Property Rights in the Software of which it is

aware and shall at the request and expense of the owner of the Intellectual Property or its representative take such action or assist in taking such action as the owner of the Intellectual Property or its representative may deem appropriate to protect the Intellectual Property Rights in the Software.

- 3.5 The End-User undertakes not to remove, delete or obscure any copyright notices or confidentiality notices on or in the Software.

4. LIMITATION OF LIABILITY AND WARRANTY

- 4.1 The Software has not been written to meet the individual requirements of the End-User and is supplied on 'as is' basis. No failure of any part or the whole of the Software to be suitable for the End-User's requirements shall give rise to any rights or claims.

- 4.2 The sole warranty in connection with the Software is that the Software will perform substantially in accordance with the accompanying documentation for a period of 90 days from the date of despatch to the End-User. All other warranties, express or implied, statutory or otherwise are excluded.

- 4.3 Under no circumstances shall the End User be entitled to claim for any indirect loss, consequential loss, loss of profit, revenue, data or goodwill, business interruption or for any liability of the End-User to any third party arising in any way in connection with this Agreement whether not such loss has been discussed by the parties pre-contract.

- 4.4 Subject to Clause 4.6 below, The aggregate liability to the End-User under or in connection with this Agreement, in respect of any direct loss (or any other loss to the extent that such loss is not excluded by Clauses 4.1-4.3 above or otherwise) whether such claim arises in contract or in tort shall not exceed a sum equal to twice the monies paid by the End-User for the Software.

- 4.5 Whilst all reasonable attempts have been made to exclude viruses from the Software, such exclusion cannot be guaranteed and no liability is accepted for viruses. Thus, the End-User is recommended to virus check the Software before use in a live environment and to insure itself against the risk of virus contamination.

- 4.6 None of the clauses above shall apply so as to restrict liability for death or personal injury resulting from the negligence.

- 4.7 The End-User hereby warrants that it has not been induced to enter into this Agreement by any prior representations and whether oral or in writing except as expressly contained in this Agreement. The End-User hereby waives any claim for breach of any such representations, unless fraudulent, which are not expressly reproduced in this Agreement.

5. TERMINATION

- 5.1 Either party may terminate this Agreement immediately by written notice to the other in the event that the other breaches any term of this Agreement and such breach is incapable of remedy or continues for a period of 30 days after written notice requiring the same to be remedied has been given by the terminating party to the other party.

- 5.2 Termination of this Agreement shall be without prejudice to any other rights or remedies of the terminating party.

- 5.3 In the event of termination of this Agreement, the End-User shall within 7 days destroy the Software and any documentation supplied together with any copies thereof and on request will certify in writing that this has been done.
- 5.4 On termination, no pro rata refund of pre-paid maintenance fee for the unexpired term shall be provided unless termination was for cause.
- 5.5 The End-User acknowledges that the terms of Clauses 2-5 inclusive shall survive the termination for whatever reason of this Agreement.

6. GENERAL

- 6.1 Subject to Clause 6.2, this written Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and neither party has relied on any representation made by the other party unless such representation is expressly included herein. Nothing in this Clause 6.1 shall relieve either party of liability for fraudulent misrepresentations and neither party shall be entitled to any remedy for either any negligent or innocent misrepresentation except to the extent (if any) that a court or arbitrator may allow reliance on the same as being fair and reasonable.
- 6.2 If any provision of this Agreement or part thereof shall be void for whatever reason, it shall be deemed deleted and the remaining provisions shall continue in full force and effect.
- 6.3 The rights and obligations of the End-User under this Agreement are personal to the End-User and the End-User undertakes that it shall not, without the prior written consent of Supplier, assign, lease, charge, sub-license, or otherwise transfer such rights and obligations in whole or in part.
- 6.4 Any notice given pursuant hereto may be served personally or sent by pre-paid registered letter or recorded delivery to the relevant parties' registered addresses. Such notice shall be deemed to have been duly served upon and received by the addressee, when served personally, at the time of such service or, when posted, 48 hours after the same shall have been put into the post correctly addressed and pre-paid.
- 6.5 Neither party shall be liable for any loss suffered by the other party or be deemed to be in default for any delays or failures in performance hereunder (other than in relation to payment) resulting from acts or causes beyond its reasonable control or from any acts of God, acts or regulations of any governmental or supra-national authority.
- 6.6 Any delay or forbearance by either party in enforcing any provisions of this Agreement or any of its rights hereunder shall not be construed as a waiver of such provision or right thereafter to enforce the same.
- 6.7 Clause headings have been included in this Agreement for convenience only and shall not be considered part of, or be used in interpreting, this Agreement.
- 6.8 This Agreement shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.