

CORE BUSINESS SYSTEMS LIMITED
(Trading as Cascade3d)

Software Licence Details

Name and address of Client	
Description of Software	
Period of Licence	
Charges for Licence	
Other Terms	

We agree to the terms above and the standard terms attached

Signed on behalf of
Core Business Systems Limited

Dated.....

Signed on behalf of
the Client

Dated.....

CORE BUSINESS SYSTEMS LIMITED (Cascade3d)
SOFTWARE LICENCE AGREEMENT STANDARD TERMS

We agree to grant a licence to you to you on the following terms. Any other terms contained in any other document are excluded unless their inclusion is expressly agreed in writing between us.

1. Definitions

In these terms:

- 1.1 “**we**” and “**us**” means Core Business Systems Limited (trading as Cascade3d), a company incorporated in England and Wales under number 4321924;
- 1.2 “**Intellectual Property**” means any and all patents, patent applications, know-how, trademarks, trademark applications, trade names, registered design, copyright, database rights or other similar intellectual property rights created, developed, or used in connection with this Agreement;
- 1.3 “**Licence**” means the licence that you have requested from us and we have agreed to provide as set out in this Agreement;
- 1.4 “**Licence Charges**” means the fees payable by you to us for the Licence of the Software as set out in Software Licence Agreement Details above; and
- 1.5 “**Software**” means the software described in the Software Licence Agreement Details above.

2. Licence of Object Code

- 2.1 In exchange for the Licence Charges we grant to you a non-exclusive and non-transferable licence to use the object code of the Software anywhere in the world for your own internal purposes only.
- 2.2 You acknowledge that the Software is subject to copyright, that title to the Software (and all Intellectual Property rights in the Software) do not pass to you in any circumstances, and that you are licensed to use the Software only on these terms.

3. Restrictions

- 3.1 You shall not use the Software to provide data processing services to any third party.
- 3.2 You shall follow all reasonable instructions given by us from time to time with regard to the use of the Software. You shall permit us, at all reasonable times, and at our expense, to verify that the use of the Software is within these terms.
- 3.3 Unless otherwise agreed between us, you may not modify the Software or, without our consent, incorporate the Software in programs not provided by us or (except to the extent permitted by law) disassemble, decompile or reverse engineer the Software.

4. Delivery

The expected date of delivery of the Software will be notified by us to you. Time of delivery shall not be of the essence and we shall not be liable for any loss or damage resulting from delay in delivery.

5. **Performance Warranties**

- 5.1 We warrant that the Software will for a period of 30 days after acceptance of the Software (“**the Warranty Period**”) be free from material defects and provide in all material respects the performance and functionality described in our description of the Software. Subject to your reporting any material defect or instance of non-compliance in writing to us, we will use our reasonable endeavours at all times to correct such defect or instance free of charge during the Warranty Period.
- 5.2 The warranty given above is in place of any warranty or condition implied by statute, including, without limitation, any term of fitness for purpose or of satisfactory quality.

6. **Prices and payment**

- 7.1 You agree to pay us the Licence Charges and to pay all invoices issued by us under this Agreement in full within 30 days of their dates, free of deduction, set off or counterclaim. All amounts are exclusive of VAT unless otherwise indicated.
- 7.2 If any sum payable to us under this Agreement is not paid by the date on which it is due, then (without prejudice to any other available remedy) interest will accrue on the overdue amount at the statutory rate for the time being in force under the Late Payment of Commercial Debts (Interest) Act 1998 and we reserve the right in our discretion
- (a) to suspend the licence granted under this Agreement; or
 - (b) (without prejudice to any claim against you) to terminate this Agreement on written notice to you.

7. **Intellectual Property and Indemnity**

- 7.1 You acknowledge that all Intellectual Property in the Software is owned by us.
- 7.2 We shall defend you, your officers, directors and employees against any claim that the Software infringes any United Kingdom patent (effective as at the date of this Agreement) copyright, trade mark, database right or right of confidentiality, and shall indemnify you against any amounts awarded against you in judgment or settlement of such claims, provided that:
- (a) we are given prompt notice of any such claim;
 - (b) you provide reasonable co-operation to us in the defence and settlement of such claim, at our expense; and
 - (c) we are given sole authority to defend or settle the claim.
- 7.3 In the defence or settlement of any claim, we may procure the right for you to continue using the Software, or replace or modify the Software so that it becomes non-infringing.
- 7.4 In no event shall we, our employees, agents and sub-contractors be liable to you to the extent that the alleged infringement is based on:
- (a) a modification of the Software by anyone other than us; or

- (b) your use of the Software in a manner contrary to the instructions given to you by us.

7.5 This clause states your sole and exclusive rights and remedies, and our entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

8. **Software Support**

We will provide you with all new versions and releases of the Software. As part of your licence of the Software we will also take all reasonable endeavours to provide you with telephone support in relation to any problems with the Software, using on-line access as necessary. You will report any problem relating to the Software by telephone or email. Diagnosis and solution of operational problems will, when practicable, be carried out remotely. We will only support the latest version of the Software.

9. **Exclusions from the Support**

Our support to you does not include service in respect of defects or errors:

- 9.1 resulting from any modifications or enhancements of the Software not made by us; or
- 9.2 resulting from your incorrect use of the Software; or
- 9.3 for any reason external to the Software including, but not limited to, failure of electrical supplies or natural disasters; or
- 9.4 resulting from the inter-relationship between the Software and any other software not supported by us.

10. **Your Obligations**

You agree to

- 11.1 provide us with any information required by us to carry out its obligations under this Agreement;
- 11.2 provide us with full and free access to your system (when required for us to carry out our obligations under this Agreement);
- 11.3 use the Software correctly in accordance with its operating instructions;
- 11.4 maintain procedures to help with the reconstruction of any lost or altered files or data including making backups;
- 11.5 notify us promptly of any problems with the Software;
- 11.6 keep records of your use of the Software, if requested by us;
- 11.7 use only the current version of the Software; and

11.8 install the latest software upgrades and enhancements to the Software as soon as is reasonably practicable.

11. **Extent of Liability**

11.1 Nothing in this Agreement shall be construed as restricting or excluding the liability of either party for death or personal injury resulting from its negligence or for fraud or fraudulent misrepresentation.

11.2 Subject to the immediately preceding sub-clause, we shall be liable to you under this Agreement in respect of all direct loss or damage caused by our acts or omissions or those of our employees, agents or sub-contractors, other than Excluded Loss (whether or not the possibility of such loss arising on a particular breach of contract or duty has been brought to our attention at the time of making this Agreement). In this clause the expression "**Excluded Loss**" means all special loss and all third party claims, lost management time, economic loss or other loss of business, production, revenue, profit, goodwill or anticipated savings, anticipated tax mitigation, loss of data, others whether arising in contract, tort (including negligence), breach of statutory duty or otherwise.

11.3 Our liability to you under this Agreement, whether in respect of breach of contract, tort (including negligence), breach of statutory duty or otherwise, shall in no event exceed the total amount charged by us to you for the licence of the Software, whichever is the lower.

11.4 For the avoidance of doubt, in no event shall either party be liable to the other for any indirect or consequential loss of any nature and howsoever caused.

12. **Termination**

12.1 Either we or you shall be entitled to terminate this Agreement immediately by written notice to the other if the other commits any material breach of this Agreement and, in the case of a breach capable of remedy, fails to remedy it, within 21 days after receipt of a written notice giving full details of the breach and requiring it to be remedied.

12.2 Either of us can also terminate this Agreement if the other is the subject of a bankruptcy order (or the equivalent in any other jurisdiction) or the other becomes insolvent or make any arrangement or composition with, or an assignment for the benefit of, its creditors or if any of its assets are the subject of any form of seizure. If either of us is a company, the other can terminate this contract forthwith if the first party goes into liquidation, either voluntary or compulsory, or if a receiver or administrative receiver or administrator is appointed.

13. **Employment Restriction**

During the term of this Agreement and for a period of 12 months following its end, neither party shall employ or engage to provide services in a similar capacity any person employed by or acting on behalf of the other with whom that party has had material dealings in connection with this Agreement at any time in the preceding 12 months.

14. **Confidentiality**

Each party shall keep secret and treat as confidential all information obtained from the other which is either stated to be confidential or could reasonably be regarded as confidential and shall not disclose such information to any person other than its employees, agents or sub-contractors where such disclosure is required for the performance of the party's obligations under this Agreement. This clause shall not

extend to information which was already in the lawful possession of a party before this Agreement or which is already in the lawful possession of a party before this Agreement or which is already public knowledge or becomes so subsequently (other than as a result of a breach of this clause) or which is trivial or obvious. The obligations of confidentiality under this clause shall continue after the end of this Agreement.

15. **Force Majeure**

Neither party shall be liable for any breach of this Agreement caused by matters beyond its reasonable control, including, but not limited to, Acts of God, fire, lightning, explosion, war, disorder, flood, industrial disputes (whether or not involving a party's employees), failures or interruptions of electricity supplies, weather of exceptional severity or acts of local or central government or other authorities.

16. **General**

- 16.1 The terms of this Agreement represent the entire agreement between the parties and supersede any previous agreement whether recorded in writing or otherwise.
- 16.2 Any notice required or permitted to be given by either party to the other under this Agreement shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may have been notified to the party giving the notice.
- 16.3 No waiver or any amendment to these terms shall be effective unless in writing and signed by both you and us.
- 16.4 A person who is not a party to these terms may not enforce any of them under this Agreements (Rights of Third Parties) Act 1999.
- 16.5 If any dispute arises out of these terms we will both attempt to settle it by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. If the matter is not resolved by negotiation, the parties will refer it to mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure. (See www.cedr.co.uk). Unless otherwise agreed, the mediator shall be appointed by CEDR. If the parties fail to agree terms of settlement within 42 days of the start of the first meeting held under such procedure, the dispute may be referred to litigation by either party.
- 16.6 This Agreement shall be governed by the laws of England and we both agree to submit to the exclusive jurisdiction of the English Courts.