



Bramble Hub
Connecting SMEs and the Public Sector

Crown
Commercial
Service
Supplier

G-Cloud 15 Lot 2b

Bramble Hub

Digital Asset Delivery (DAD)

Terms & Conditions

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BLUESTAR SOFTWARE LICENCE AGREEMENT

Use of the Corvus Software implies acceptance of the following Agreement.

1. Definitions

In this Agreement, the following expressions shall have the following meanings:-

“Corvus” the Software developed and owned by Bluestar Software Limited who retain all intellectual property rights in the Software. Corvus is also a registered trademark owned by Bluestar Software Limited. This includes the various modules developed and deployed along with separate installations for products such as TreadMatch, PNC Interface, PND Interface, Distributed Transfer Service, Image Matching and Telephone Analysis and Case 4. Additional components will be developed and usage of these additional components mandates acceptance of these terms.

“Intellectual Property Rights”	all copyrights, patents, registered and unregistered design 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.
“Licence”	the licence granted by clause 2.1 of this Agreement.
“Licence Fee”	the licence fee as specified in the Schedule
“Licensor”	means Bluestar Software Limited, a company registered in England.
“Licensee”	means the customer legal entity as specified in the Schedule
“Schedule”	means the agreement between the Licensor and the Licensee for the Licensee’s use of the Software.
“Software”	the Corvus Software as identified in the Schedule.

2. Licence

- 2.1 This licence is provided to allow customers to use the Software on a non-exclusive and non-transferable basis and in accordance with the features and the expected functionality provided. The Software may only be used by the Licensee for its intended legitimate purposes.
- 2.2 Any use of the Software otherwise than in accordance with clause 2.1 shall be subject to the Licensor’s prior written consent and any reasonable additional licence fee which the Licensor determines.
- 2.3 The Licensee shall not, except to the extent permitted by law, translate, adapt, reverse assemble, decompile or reverse engineer the Software nor arrange or create derivative works based on the Software nor shall it permit whether directly or indirectly any third party to do any of the foregoing.
- 2.4 The Licensee shall effect and maintain adequate security measures to safeguard the Software from unauthorised access use or copying.

3. Confidentiality, Copying and Intellectual Property Rights

- 3.1 All Intellectual Property Rights in the Software and all parts and copies thereof shall remain vested in and be the absolute property of Bluestar Software Limited. Bluestar Software Limited shall own all Intellectual Property Rights in any modifications or additions to the Software. The Licensee obtains no title or Intellectual Property Rights whatsoever in the Software or any modifications or additions to the Software or any related documentation or any copies of the same.
- 3.2 Except for back-up purposes or otherwise in accordance with the law, the Licensee shall not itself nor allow any third party to duplicate or otherwise reproduce in whole or in part the Software.
- 3.3 The Licensee will notify the Licensor of any claim which may be made against the Licensor or the Licensee 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 Licensor shall be entitled to disclose the name of the Licensee as a user of the Software.

- 3.5 The Licensee shall immediately bring to the attention of the Licensor any infringement or suspected infringement by any third party of any of the Licensor's Intellectual Property Rights in the Software of which it is aware and shall at the request and expense of the Licensor take such action or assist the Licensor in taking such action as the Licensor may deem appropriate to protect its Intellectual Property Rights.
- 3.6 The Licensee undertakes not to remove, delete or obscure any copyright notices or confidentiality notices on or in the Software and to ensure that accurate reproduction of the same on any copies of the Software which it is entitled to make in accordance with the terms hereof.
- 3.7 The Licensee shall permit the Licensor to check the Licensee's use of the Software at all reasonable times.

4 Limitation of Liability and Warranties

- 4.1 The Licensor is not liable for any indirect loss, consequential loss, loss of profits, revenue, data or goodwill howsoever arising suffered by the Licensee and arising in any way in connection with this Agreement or otherwise or in relation to any other agreement entered into between the Licensor and the Licensee or for any liability of the Licensee to any third party whether or not any such loss has been discussed by the parties pre-contract.
- 4.2 The Licensor shall not be liable for any loss or damage of whatsoever nature suffered by the Licensee arising out of or in connection with any breach of this Agreement by the Licensee or any act, misrepresentation, error or omission made by or on behalf of the Licensee (including without prejudice use of the Software by someone with inadequate training or experience) or arising from any cause beyond the Licensor's reasonable control.
- 4.3 Whilst the Licensor makes all reasonable attempts to exclude viruses from the Software, it cannot guarantee such exclusion and no liability is accepted for viruses. Thus, the Licensee is recommended to take its own virus protection measures and/or insure itself against this risk.
- 4.4 None of the clauses above shall apply so as to restrict liability for death or personal injury resulting from the negligence of the Licensor or its appointed agents.
- 4.5 The Licensor shall not be responsible for loss or damage of whatsoever nature suffered by the Licensee where the underlying Software components are supplied by a 3rd party even if these are integrated within the Software.
- 4.6 If the Software is used outside the United Kingdom, the Licensee is responsible at its own expense for complying with all applicable export and import laws and regulations.

5 Termination

- 5.1 This Agreement remains in effect for so long as the Software is in operational use by the Licensee.
- 5.2 Termination of this Agreement shall be without prejudice to any other rights or remedies of the terminating party.
- 5.4 If the Licensee:
 - 5.4.1 expressly or impliedly repudiates this Agreement by threatening to refuse to comply with any of its provisions or;
 - 5.4.2 fails to comply with any of the provisions of this Agreement and does not rectify such non-compliance within 10 working days of the Licensor's written notice of it; or
 - 5.4.3 commits any act of bankruptcy or compounds with their creditors or comes to any arrangement with any of their creditors;then (and in any such case) the Licensor may give written notice to the Licensee terminating this Agreement with immediate effect.
- 5.5 In the event of termination of this Agreement, the Licensee shall within 14 days of such termination destroy the Software and any documentation supplied by the Licensor together with any copies thereof and write to the Licensor certifying that this has been done.

6 GDPR (General Data Protection Regulation)

Use of the Software does not infer any role for the Licensor within the definition of the GDPR legislation. As such, the Licensee acknowledges that the Licensor is not the data controller, data processor or data sub processor unless this is explicitly defined within the Schedule.

7 **General**

- 7.1 This Agreement together with the Schedule, 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 therein. Nothing in this clause 7.1 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.
- 7.2 No change, alteration or modification to this Agreement shall be valid unless in writing and signed by duly authorised representatives of both parties.
- 7.3 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.
- 7.4 Any notice given pursuant hereto may be served personally or sent by pre-paid registered letter or recorded delivery to the addresses given hereabove. 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.
- 7.5 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.
- 7.7 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.
- 7.8 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.
- 7.9 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.