



COREFILING LIMITED - G-CLOUD 15 TERMS
AND CONDITIONS



This Agreement contains the terms and conditions upon which CoreFiling grants to the Licensee a licence to use the Software on the terms set out below. This Agreement is available only for use of the Software within countries that are signatories of the Paris Convention for the Protection of Industrial and members of the World Intellectual Property Organisation.

1. Definitions

1.1. In this Agreement, save where the context otherwise requires:

"Agreement"	means this Licence Agreement, including any schedules or appendices;
"Business Day"	means a day (other than a Saturday or a Sunday) when banks are open for settlement in the City of London but excluding Fridays;
"Business Hours"	means 9 <i>a.m.</i> to 5 <i>p.m.</i> in England on a Business Day;
"Permitted Use"	use of the Software as part of the Licensee's business operations but does not include use of the Software for the support of the development of or testing of software applications or systems;
"Software"	means the software service and APIs collectively known as Beacon;

words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine and vice versa;

the headings in this Agreement are for convenience only and will not affect the interpretation of any provisions of this Agreement;

reference to a clause paragraph schedule or appendix will be a reference to a clause paragraph schedule or appendix (as the case may be) of or to this Agreement;

2. Grant of licence

2.1. CoreFiling grants, and the Licensee accepts, subject to the terms and conditions of this Agreement, a non-exclusive and non-transferable licence to use, during the Term, the Software subject to the following provisions.

2.2. The Licensee is permitted to:

- i. use the Software solely for the Permitted Use;

2.3. The Licensee is not permitted to in whole or in part:

- i. modify or translate the Software except as necessary to configure the Software using the menus, options, tools and designated configuration files provided for such purposes and contained in the Software;
- ii. reverse engineer, disassemble or decompile the Software or any portion thereof except to the extent and for the express purposes authorised by applicable law;
- iii. reproduce or distribute licence keys, if any, except under the express and written permission of CoreFiling;
- iv. transmit or provide access to the Software save as provided under this Agreement; or
- v. sublicense, rent, sell, lease, distribute or otherwise transfer the Software.

3. **Obligations**

- 3.1. During the Term any support provisions which have been agreed between the parties will be governed by CoreFiling's current standard maintenance and support terms and conditions.

4. **Copyright and ownership**

- 4.1. The Software is the property of CoreFiling. The Licensee acknowledges and agrees that the Software provided to the Licensee hereunder is and remains the exclusive property of CoreFiling (and its licensors if applicable).
- 4.2. This licence gives the Licensee no rights to decompile, deconstruct, reverse engineer or evaluate the workings or mechanics of the Software. For the avoidance of doubt should any person decompile, deconstruct or reverse engineer or tamper with any of the security codes on this software or attempt to do any of the aforementioned then that person is in breach of copyright and personally (and any company or principal who may have commissioned or permitted that person to undertake this work) will be prosecuted in the criminal courts and the civil courts to the maximum extent allowed by law for (at the sole discretion of CoreFiling) amongst other things infringing the world wide copyright and other rights owned by CoreFiling in the Software.
- 4.3. **Confidentiality.** The Licensee acknowledges and agrees that the Product contains CoreFiling's Confidential Information. The Licensee further agrees to take all commercially reasonable precautions to protect the Product and the confidentiality of the Confidential Information and to protect CoreFiling's (and its licensors' if applicable) copyrights, trademarks, trade secret rights, and other proprietary rights in any jurisdiction in which the Product is used. Such precautions will include, without limitation:
- i. not to provide, disclose, or otherwise make available the Product or any Confidential Information, in any form, to any person, unless the course and scope of employment or

consultation of such person requires contact with the Product or Confidential Information, and then only to the extent of such course and scope;

- ii. not to use the Confidential Information or Product except as expressly permitted hereunder;
- iii. taking appropriate action to instruct all employees and contractors of its obligations under this Agreement with respect to use, copying, modification, confidentiality, protection, and security of the Product and the Confidential Information; and

4.4. **Exceptions.** The Licensee will have no obligations under this Section *Copyright and ownership* to the extent that any information:

- i. was or becomes a matter of public knowledge or available in published literature, through no fault of the Licensee, at the time or subsequent to the time of CoreFiling communication thereof to the Licensee;
- ii. was in the Licensee's possession free of any obligation of confidence at the time of CoreFiling's communication thereof to the Licensee;
- iii. was rightfully communicated by a third party to the Licensee free of any obligation of confidence subsequent to the time of CoreFiling communication thereof to the Licensee;
- iv. was developed by officers, employees, or agents of, or contractors to, the Licensee independently of and without reference to the Software; or
- v. is required to be disclosed, retained or maintained by law or by any regulatory or governmental authority.

4.5. Upon request by the Licensee, CoreFiling shall advise the Licensee whether or not it considers any particular information or materials to be Confidential Information.

4.6. **Duration.** The obligations of the Licensee set out in this Section *Copyright and ownership* will survive the termination of this Agreement for a period of seven years.

4.7. **Remedies.** Any use or attempted use of the Product or Confidential Information in violation of the restrictions of this Section *Copyright and ownership* is a material breach of the Agreement, entitling CoreFiling to injunctive relief in addition to all other legal remedies.

4.8. **Indemnification by Licensee.** The Licensee agrees to indemnify CoreFiling from and against any claim or loss whatsoever which arises in connection with the Licensee's failure to comply with this Section *Copyright and ownership*.

5. Disclaimer and warranties

5.1. CoreFiling makes no warranties, conditions, undertakings or representations of any kind, either express or implied, statutory or otherwise in relation to the Software including without limitation any

implied warranties or conditions of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement or arising from course of dealing, usage or trade.

- 5.2. Without limitation to the foregoing, CoreFiling does not warrant that the Software will meet the requirements of the Licensee or that the operation of the Software will be error-free or uninterrupted or that defects in the Software will be corrected.

6. Limitation of liability

- 6.1. Except as expressly set out in this Agreement, all warranties, considerations and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.
- 6.2. CoreFiling is not and will not be liable to the Licensee or to those claiming through the Licensee for any direct, consequential, incidental or special damage or loss of any kind including, but not limited to, loss of profits, loss of contracts, business interruptions, loss of or corruption of data however caused and whether arising under contract or tort, including negligence; or indirect, consequential, incidental or special damage or loss of any kind including, but not limited to, loss of profits, loss of contracts, business interruptions, loss of or corruption of data however caused and whether arising under contract or tort, including negligence, even if CoreFiling has been advised of the possibility of such damages.
- 6.3. If any limitation, exclusion, disclaimer or other provision contained in this Agreement is held to be invalid for any reason by a court of competent jurisdiction and CoreFiling becomes liable thereby for loss or damage that may lawfully be limited, such liability whether in contract, tort or otherwise, will not exceed the lesser of £1 million and the total amount paid by the Licensee under this Agreement.

7. Term of this Agreement

- 7.1. This Agreement is effective from the moment of acceptance as described in the first paragraph of this Agreement, and will remain in force until terminated (the "Term"), as provided herein.

8. Termination

- 8.1. This Agreement and the Licensee's rights under it will continue during the Term until this Agreement is terminated by either party giving two months' prior written notice to the other.
- 8.2. This Agreement and the Licensee's rights under it will also terminate immediately if: the Licensee fails to comply with any of the terms and conditions of this Agreement; or if the Licensee takes or suffers any action on account of debt or is insolvent.
- 8.3. On termination or expiry of this Agreement, the licences granted herein to the Licensee will terminate and the Licensee shall forthwith destroy the Software and all copies of it. Within one month after the date of termination or expiry of this Agreement the Licensee must supply written certification if requested by CoreFiling to CoreFiling of the destruction of the Software and all copies of all or any part of it.

- 8.4. The provisions of this Section *Termination*, Section *Copyright and ownership*, Section *Definitions*, Section *Injunctive relief*, Section *Limitation of liability*, and Section *General* will survive the termination of the licences granted hereunder and of this Agreement.

9. Fees

- 9.1. Except as otherwise expressly provided herein or agreed to in writing by the parties, each party shall pay all costs and expenses incurred in the performance of its respective obligations hereunder.
- 9.2. All fees, if any, payable in respect of the Software ("Fees") are due and payable to CoreFiling (or to such other party as may be notified by CoreFiling in writing) as set forth in the invoice relating to such fees; and will be considered overdue if not paid within thirty days of receipt of an undisputed invoice. All Fees paid by the Licensee are non-cancellable and non-refundable.
- 9.3. CoreFiling will be entitled to increase the Maintenance Fees (or Rental Fees as the case may be) as from each anniversary of the date of this Agreement. Any such increase shall be notified by CoreFiling to the Licensee at least one month prior to such anniversary and will not exceed three percentage points above the annual change in the Retail Prices Index in the United Kingdom as published by the Office of National Statistics immediately prior to such notification.

10. Taxes

- 10.1. The Licensee will be liable for the payment of all withholding, sales, use, excise, value added, or other tax or governmental charge imposed upon the Software at the point provided, excluding taxes on the income of CoreFiling.

11. Export control requirements

- 11.1. The Licensee hereby agrees that all and any use, disclosure, transport or transmission of the Software will be in accordance with any applicable export control laws and regulations and agrees that the Licensee is solely responsible for fulfilling any applicable governmental requirements in connection therewith. The Licensee agrees to indemnify and hold CoreFiling harmless from and against any claim, loss, liability or damage suffered or incurred by CoreFiling resulting from or related to any violation by the Licensee of this paragraph.

12. Injunctive relief

- 12.1. The Licensee understands that any violation of this Agreement would subject CoreFiling to irreparable injury. Therefore, in addition to any remedies otherwise available, CoreFiling will be entitled to injunctive relief or equitable relief as well as monetary damages as may be deemed proper or necessary by a court of competent jurisdiction.

13. General

- 13.1. **No waiver.** Failure by CoreFiling to enforce any particular term of this Agreement will not be construed as a waiver of any of its rights under it.

- 13.2. **Severability.** The illegality, invalidity or unenforceability of any part of this Agreement will not affect the legality, validity or enforceability of the remainder.
- 13.3. **Jurisdiction.** This Agreement will be governed and construed in accordance with English law and the parties hereby submit to the non-exclusive jurisdiction of the courts of England. Notwithstanding the foregoing, CoreFiling will have the right to seek injunctive, or similar, relief in any courts of competent jurisdiction.
- 13.4. **Assignment.** No rights and obligations under this Agreement will be assigned by the Licensee whether voluntarily or involuntarily or by operation of law, in whole or in part, to any party without the prior written consent of CoreFiling, which consent may be granted or refused at CoreFiling's sole discretion. No such assignment by the Licensee howsoever occurring will relieve the Licensee of its rights and obligations hereunder. Any assignment in violation of this Article will be null and void from the beginning, and will be deemed a material breach of this Agreement.
- 13.5. **Force majeure.** Neither party will be liable for a delay in performing or failure to perform an obligation hereunder if such delay or failure arises by any reason beyond its reasonable control, including, without limitation, any act of God, any acts of the common enemy, the elements, riots, failures or delay in transportation or communications (outside its reasonable control). The parties shall promptly inform and consult with each other as to any of the above causes which in their judgment may or could be the cause of a delay in the performance of this Agreement, and shall take reasonable steps to mitigate any losses suffered.
- 13.6. **Click-through licence agreements.** This Agreement will replace any click-through licence agreement which may be entered into in respect of the Product during the Term.
- 13.7. **Amendments.** Any amendment or modification to this Agreement will be effective only if expressed in writing, with reference to this Agreement and signed by duly authorised representatives of CoreFiling and the Licensee.
- 13.8. **Sub-contracting.** CoreFiling may sub-contract its installation (if any), support and training obligations under this Agreement to third parties without prior written approval by Licensee.
- 13.9. **Third parties.** Nothing in this Agreement will or is intended to create any contractual relationship with a third party and no third party shall be entitled to the benefit of this Agreement or to enforce any rights under it pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 13.10. **Notices.** Any notices required to be given in writing to CoreFiling or any questions concerning this Agreement should be addressed to the Chairman, CoreFiling, Osney Mead House, OX2 0FA.

14. Governmental approvals

- 14.1. The Licensee agrees to obtain all filings, registrations, consents, certificates, licences, and other governmental authorisations (collectively "Authorisations") required by or for either party in order for the transactions covered by this Agreement to be in full compliance with all applicable laws. The Licensee agrees to indemnify, defend, and hold CoreFiling harmless from and against any claim or

loss alleged or incurred in connection with the Licensee's failure to obtain such Authorisations. CoreFiling agrees to lend all reasonable, non-monetary assistance required in order for the Licensee to obtain such Authorisations. The Licensee agrees to notify CoreFiling in the event that there is any material change in the status of any such Authorisation after having been obtained.

15. Entire agreement

- 15.1. The parties agree that this Agreement including the appendices, if any, and any exhibits attached hereto constitutes the complete and exclusive understanding and agreement of the parties relating to the subject matter hereof and supersedes all prior understandings, agreements, negotiations, and discussions between the parties, whether written or oral.

16. US Government

- 16.1. The General Purchase Conditions of Deloitte as attached to this Agreement as Appendix: General Purchase Conditions shall apply to this Agreement. Whenever the content or interpretation of the Agreement and the General Purchase Conditions conflict, the Agreement shall take precedence. Any general terms and conditions of CoreFiling are rejected explicitly.

Entered into as of the Effective Date by and on behalf of:

Signed (Licensee):

Name:

Title:

Signed (CoreFiling):

Name:

Title: