

CleanLink Licence Conditions

CleanLink Software grants You a non-exclusive, non-transferable licence to Use the Programs during the term of this Agreement subject to the following:

1. Definitions

- 1.1 "Installation Address" means any Installation Address specified in the Particulars or any revised Installation Address notified to CleanLink Software by You in writing. .
- 1.2 "Specified Operating Platform" for any Program means the software and/or hardware operating platform specified for such Program in the Particulars, as may be revised from time to time by CleanLink Software by written notification.
- 1.3 "Particulars" means the original quotation supplied and includes any agreed adjustments.
- 1.4 "Program" means the specified Version of any computer program named in the Particulars for operation on the Specified Operating Platform, together with any related written materials supplied by CleanLink Software. The term "Program" shall also include any new Release of a Program.
- 1.5 A "Release" of a Program means a revised copy of such Program containing error corrections, minor enhancements and/or support for new releases of the Specified Operating Platform which CleanLink Software supplies to You without charge under this Agreement or under a maintenance agreement relating to such Program.
- 1.6 "Use" means to load and copy into a machine and/or store on a non-removable medium contained in such machine and/or run, any Program or portion of a Program.
- 1.7 A "Version" of a Program means a revised copy of such Program containing significant enhancements and/or support for new operating platforms which CleanLink Software offers to its licensees for an additional licence fee.

2. Scope of Licence

- 2.1 You may only Use Programs on machines located at the Installation Address specified for such Programs in the Particulars. You shall use the Program for processing your own data from your own internal business purposes only. You shall not permit any third party to use the program.
- 2.2 The "number of copies licensed" for each Program specified in the Particulars indicates the maximum number of machines upon which You may Use such Program at any one time.
- 2.3 You may make and retain a maximum of three back-up copies of the machine readable portions of any Program. All such copies become subject to these Licence Conditions.
- 2.4 You may utilise the printed portions of the Programs to support Your authorised Use of the Programs but You may not copy such printed portions.

- 2.5 Except to the extent specifically prescribed by law, You may not modify, translate or reverse engineer, or allow any third party to modify, translate or reverse engineer, any portion of any Program.
- 2.6 This licence granted hereunder is personal to You and You may not assign or transfer any rights hereunder to any third party.
- 2.7 You are expressly prohibited from lending, hiring, or otherwise transferring the Programs or related written materials to any third party.

3. Payment of Licence fees

- 3.1 CleanLink Software will invoice You for the licence fees as set out in the Particulars. You agree to make full payment of the licence fees, including any applicable taxes, within thirty days of date of valid invoice.
- 3.2 Upon receipt of payment of the licence fees CleanLink Software will supply to You Personal Identification Number(s) ("PIN(s)") to enable continued operation of the Programs. You acknowledge that the Programs will themselves automatically inhibit further Use 90 days after supply unless You enter such PIN(s) into the Programs.

4. Your Obligations

- 4.1 You are responsible for the selection, management and Use of the Programs and the results obtained from them as well as the combination of the Programs with any programs or equipment not recommended or furnished by CleanLink Software.
- 4.2 You are responsible for maintaining up-to-date copies of Your data files and for establishing such temporary processes as You consider necessary to perform essential business operations during any interruption in the operation of the Programs.
- 4.3 You will ensure that all transportable magnetic media containing copies of any portion of any Program are marked with the same legends and copyright notices as such media supplied by CleanLink Software under this Agreement.
- 4.4 You will erase any copies of Programs contained in any computer or media which You dispose of.
- 4.5 You will maintain records of the number and location of each copy of each Program.
- 4.6 The Programs are secret and confidential. You will take all reasonable measures necessary to maintain confidence and secrecy in the Programs during the period of this Agreement and after its termination, howsoever such termination may arise.
- 4.7 You may, at your own option and expense, enter into the Escrow agreement set out in Schedule 1 hereto, as may be amended from time to time.
- 4.8 For the sole purpose of verifying Your compliance with these Licence Conditions, You hereby grant permission for CleanLink Software and its authorised representatives during normal business hours to enter any premises occupied by You and to access, operate and inspect computer equipment and to access, inspect and take copies of documents and records (including magnetic and other media).

5. Rights And Obligations of CleanLink Software

- 5.1 CleanLink Software will, upon request by You, provide technical data concerning the application program interface of the Programs to assist You in effecting the inter-operation of the Programs with independently created computer programs.
- 5.2 CleanLink Software will install one copy of each Program at the first Installation Address at which You require such Program and will provide guidance to assist You in installing subsequent copies. You shall be responsible for ensuring that the equipment on which the Program is to be loaded is installed and fully operational at the Installation Address on the agreed delivery date. If CleanLink Software is delayed from performing its obligations under this Agreement by reason of any failure by you to ensure the same, they you shall pay to CleanLink Software all reasonable costs, charges and losses attributable to such delay.
- 5.3 At Your request, CleanLink Software will provide training in the use of the Programs at its currently established prices for such services.
- 5.4 [Prior to each anniversary of the effective date of this Agreement, and subject to Your continuing observance of these Licence Conditions, CleanLink Software will supply PIN's to enable Your continuing Use of the Programs.]
- 5.5 CleanLink Software will exercise its rights granted under Clause 4.8 solely for the purpose of protecting the copyright in the Programs and will observe strict confidence in all information which it obtains as a result of inspections pursuant to Clause 4.8 except to the extent that disclosure to third parties is necessary for protecting the copyright in the Programs.
- 5.6 CleanLink Software undertakes to enter into an escrow agreement if requested to do so by you pursuant to clause 4.7 hereof.
- 5.7 CleanLink Software will offer to provide a maintenance service for each Version of each Program for at least two years from the first installation by You of such Version.
- 5.8 Upon request, CleanLink Software will review requests for modifications to the Programs. If such modifications are feasible, CleanLink Software will provide an estimated cost and time-scale for their development and implementation. Any such modifications agreed between us in writing will be carried out by or on behalf of CleanLink Software under the terms of this Agreement and the resulting program code shall be deemed a Program or revised Program whose copyright is owned by CleanLink Software and whose Use shall be governed by the terms of this Agreement.
- 5.9 CleanLink Software may collect, store and use information about Your computer and Your use of Our software program. This information may relate to any data, software functionality or process that you may use in relation to our software.
- 5.10 CleanLink Software may use this information for the purposes of administering, supporting and developing Our Software Programs, as well as deriving anonymised, aggregated data for the purpose of providing statistical analysis and benchmarking services to third parties. You acknowledge that such derived data shall be owned by

CleanLink, and that You shall have no rights to such data provided that CleanLink does not in any way identify You as the source of any data.

6. Intellectual Property Rights

6.1 You acknowledge that all and any proprietary rights in the Programs (including, but not limited to, copyrights, patents, trade marks and trade secrets) are either owned by or licensed to CleanLink Software and that you shall acquire no right or interest in the Program whatsoever.

7. Copyright Indemnity

7.1 Subject to Clauses 7.2 and 7.3 below, CleanLink Software warrants that to the best of its belief the latest Release of the Programs as supplied by CleanLink Software shall not infringe any copyright effective in the United Kingdom. Conditionally upon Your giving notice to CleanLink Software of any such claim and allowing CleanLink Software to have sole control of negotiations on and any defence of such claim, CleanLink Software shall at its discretion and at its own cost settle or defend, and pay any damages or costs arising from such claim.

7.2 As soon as You become aware of a potential claim as described in Clause 7.1 You will permit CleanLink Software at its own expense:

7.2.1 to procure the right to continue Use of the infringing Release of the Program(s) or, at CleanLink Software's option,

7.2.2 to replace or change the infringing Release of the Program(s) so as to avoid infringement while providing substantially similar function to that of the infringing Release of the Program(s) or, if neither of the two foregoing options is reasonably possible,

7.2.3 to accept the return or destruction of the infringing Program in exchange for a refund of the licence fees paid by You to CleanLink Software in respect of such Program.

7.3 CleanLink Software shall have no indemnity obligation to You if any claim described in Clause 7.1 results from:

7.3.1 a correction or modification of the Program not provided by CleanLink Software, or

7.3.2 Your failure to apply any program correction supplied by CleanLink Software in relation to the infringement, or

7.3.3 the Use of any Release of the Program other than the current Release

7.3.4 the combination of the Program with other software if such claim does not or would not arise from Use of the Program in isolation.

7.3.5 Use of the Program other than in accordance with the User Manual.

8. Warranties

8.1 CleanLink Software warrants that upon delivery of the Program(s) to You, and for a period of ninety (90) days thereafter, the media upon which the Program(s) is recorded will be free of physical defects. Your sole remedy for breach of the warranty contained in this Clause 8.1 shall be replacement of the defective media.

8.2 CleanLink Software warrants that, for a period of twenty-four months from its first installation each Program will conform to its written documentation when Used on the Specified Operating Platform in accordance with any operating instructions contained in the User Manuals; and will be free from any material defect accepted by CleanLink Software Ltd as an error. Your sole remedy for any breach of this warranty is the provision of error corrections by CleanLink Software. CleanLink Software does NOT warrant that the operation of any Program will be uninterrupted or trouble-free. CleanLink Software shall have no warranty obligations hereunder to you if any claim hereunder results from the matters set out in clause 7.3.1 to 7.3.5 inclusive.

8.3 CleanLink Software warrants that it has the right to grant the rights granted to You in this Agreement.

8.4 Except as expressly provided in these Licence Conditions, CleanLink Software disclaims any or all warranties in respect of Programs whether express or implied, statutory or otherwise, including but not limited to any warranty of satisfactory quality or fitness for particular purpose.

9. Limitation of Liability

9.1 Each party accepts liability for death and personal injury caused by its negligence and fully indemnifies the other party for such liability.

9.2 Each party accepts liability to pay damages in respect of loss or damage suffered by the other party as a direct result its negligence or breach of its contractual obligations. Except as provided in Clause 9.1 above each party's aggregate liability to the other under this Agreement shall be limited to the greater of £250,000 or the total licence fees paid by You to CleanLink Software under this Agreement.

9.3 The remedies available and the liability accepted under this Clause 9 [and Clause 7] are the only remedies and to the extent permissible by law the absolute limit of each party's liability to the other arising under or in connection with this Agreement. All other liability is expressly excluded in particular but without limitation liability for loss of profits, special or consequential loss including without limitation economic loss or failure to realise anticipated savings or benefits.

9.4 Notwithstanding the above, the parties shall be discharged of liability in respect of any claim [except a claim arising under Clause 7] whether in contract or in tort, unless formal commencement of legal proceedings is brought within two years after the party bringing the suit first becomes (or should reasonably have become) aware of the facts that constitute the action.

10. Term and Termination

10.1 This Agreement shall become effective when signed by both parties and shall remain effective unless and until terminated in accordance with its terms.

10.2 You may terminate this Agreement at any time by 30 days written notice thereof to CleanLink Software.

10.3 CleanLink Software may terminate this Agreement by written notice to You with immediate effect in any one of the following circumstances:

10.3.1 if You commit a material breach of this Agreement and, if such breach is capable of remedy, You fail to rectify such breach within 30 days of receiving written notice to do so; or

10.3.2 if You go into liquidation; or enter into a scheme or voluntary arrangement with Your creditors; or become subject to an administration order; or have a receiver appointed of any of Your assets; or

10.3.3 if You are an individual or partnership, a bankruptcy order is made against You.

10.4 On expiration or termination of this Agreement for any reason:

10.4.1 You will cease to Use the Programs, will destroy all copies of the Programs including the related written materials and will certify in writing to CleanLink Software that all copies of the Program including partial copies and modifications and related written materials have been destroyed.

10.4.2 The clauses under this Agreement which expressly or by their nature create obligations that survive and continue after expiration or termination of this Agreement shall so survive and continue and shall bind the parties and their legal representatives and successors.

11. General

11.1 Neither party shall be held liable for any loss or damage which may be suffered by the other party, as a direct or indirect consequence of that party being delayed, prevented or hindered in performance of any of its obligations under this Agreement due to circumstances beyond its reasonable control.

11.2 Any notice or payment required or permitted to be made or given by either party hereto pursuant to this Agreement will be sufficiently made or given on the date of mailing if sent to such party postage prepaid and addressed to such party.

11.3 This Agreement shall be governed by the laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts. the parties agree to submit to the exclusive jurisdiction thereof.

11.4 The headings to these Licence Conditions are for reference only and shall not form part of these Licence Conditions.

11.5 Whilst the parties believe that these Licence Conditions are reasonable, if it should be held judicially that some Clause or sub-Clause of these Licence Conditions is invalid or unenforceable then the said invalidity or unenforceability of such Clause or sub-Clause shall not invalidate the rest of these Licence Conditions which shall continue in full force and effect.

11.6 This Agreement shall supersede all prior agreements and understandings between the parties concerning the subject matter hereof and shall constitute the complete and exclusive agreement between the parties. Amendments to this Agreement will be effective only if made with prior written notice and agreed by both parties.

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