

Parker Software Limited
Software Licence Agreement

IMPORTANT

DO NOT USE THIS SOFTWARE UNTIL YOU HAVE READ THIS LICENCE AGREEMENT. BY USING THE SOFTWARE (OR AUTHORIZING ANY OTHER PERSON TO DO SO) YOU ACCEPT THIS LICENCE AGREEMENT.

PARTIES

"Supplier" **PARKER SOFTWARE LIMITED** incorporated and registered in England and Wales with Company Number 04525820 whose registered office is at Victoria Business Park, Prospect Way, Knypersley, Staffordshire, ST8 7PL. United Kingdom.

"Customer" The person, firm or company granted a licence hereunder.

BACKGROUND

The Supplier is the entire legal and beneficial owner and supplier of certain Software products and is willing to license the Customer to use the Software products on the terms of this agreement.

DEFINITIONS

In this agreement the following terms have the following meanings:-

"Documentation" Means all printed and electronic documentation relating to the software and files contained in this package or supplied electronically and all revisions, modifications and updates of the same as may be supplied by the Supplier during the term of this agreement.

"Fee" Means the licence fee payable by the Customer to the Supplier in accordance with clause 3.

"Intellectual Property Rights" Means all patents, copyrights, design rights, trademarks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the World.

"Minimum Specifications" Means the detailed specifications required by the Customer's hardware in order to operate the Software as provided by the Supplier to the Customer from time to time.

"Outright Purchase" Means the outright purchase of the Software by the Customer.

"Software" Means computer software, data files and all other items enclosed in this package or supplied electronically and includes all revisions, modifications and updates of the same as may be supplied by the Supplier to the Customer during the term of this agreement.

"Subscription Purchase" Means a purchase of the Software by the Customer on a subscription basis

LICENCE

- 2.1 With effect from the on which the Customer begins to use the Software the Supplier agrees to grant and the Customer agrees to accept a non-transferable and nonexclusive licence to use the Software in accordance with the terms and conditions of this agreement.
- 2.2 The Customer further agrees to use the Documentation in support of the use of the Software in perpetuity or until this licence is terminated as provided herein.
- 2.3 The Customer may install and use the Software on any number of workstations on a network, provided that the number of concurrently connected users of the Software does not exceed the specified limit.
- 2.4 The Customer may not use the Software to provide a commercial service to other organizations without a commercial licence agreement in place from the Supplier.

FEES

- 3.1 In accordance with clauses 3.2 or 3.3 below and in consideration of the grant of the licence, the Customer shall pay to the Supplier the Fee in the manner agreed between the parties.
- 3.2 In the case of an Outright Purchase, the Customer shall pay the Fee in full in advance of delivery of the Software by the Supplier.
- 3.3 In the case of a Subscription Purchase, the Customer shall pay the Fee in monthly, quarterly or annual advance instalments.
- 3.4 All sums payable under this licence are exclusive of VAT or any relevant local sales taxes, for which the Customer shall be responsible.

CUSTOMER OBLIGATIONS

- 4.1 The Customer may not use, copy, modify or transfer the Software or any documentation, or copy, except as expressly provided in this licence. If the Customer becomes aware of any unauthorised use of the Software, it will notify the Supplier as soon as practicable.
- 4.2 The Customer may make a reasonable number of copies of the Software for archival and backup purposes only.
- 4.3 The Customer shall not copy or by any means re-produce, rent, lease, distribute, sub-licence or modify the Software. The Supplier accepts no responsibility for any modification made by the Customer.
- 4.4 The Customer may not reverse engineer, decompile or use the Software in any way to create any product to provide functionality similar to that provided by the Software.
- 4.5 The Customer must comply with the Minimum Specifications in order for the Software to operate correctly. If, for any reason, the Customer fails to comply fully with the Minimum Specifications, the Supplier shall not be liable for any interruption or error in the performance of the Software.

TRANSFER

- 5.1 The Customer may transfer the Software and Documentation and assign this licence to a third party on a permanent basis provided always that prior written consent of the assignment is given by the Supplier and the recipient agrees to enter into a written agreement with the Supplier on the same terms as those contained in this agreement.
- 5.2 If an assignment in accordance with clause 5.1 above takes place, the Customer shall transfer the Software and Documentation to the recipient and then shall permanently destroy all copies or back-up copies of the Software or Documentation that it holds to the absolute satisfaction of the Supplier.

INTELLECTUAL PROPERTY RIGHTS

- 6.1 The Customer acknowledges that all Intellectual Property Rights in the Software belong and shall belong to the Supplier, and the Customer shall have no rights in or to the Software other than the right to use it in accordance with the terms of this licence.
- 6.2 The Customer shall not remove any of the copyright notices electronically recorded or printed on the Software.
- 6.3 The Customer shall not provide or otherwise make available the Software or any part thereof in any form to any person other than his employees and all duly authorised agents without prior consent from the Supplier.

SUPPLIER'S WARRANTY

- 7.1 The Supplier does not warrant that the use of the Software will be uninterrupted or error-free.
- 7.2 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this licence or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

LIMITS OF LIABILITY

- 8.1 Except as expressly stated in clause 8.2 the Supplier shall not in any circumstances have any liability for any losses or damages which may be suffered by the Customer (or any person claiming under or through the Customer) for any indirect or consequential loss including but not limited to special damage even if the Supplier was aware of the circumstances in which such special damage could arise, loss of profits, loss of business opportunity or loss of goodwill.
- 8.2 The total liability of the Supplier, whether in contract, tort (including negligence) or otherwise and whether in connection with this licence or any collateral contract, shall in no circumstances exceed a sum equal to the Fee.
- 8.3 The Customer agrees that, in entering into this licence, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this licence or (if it did rely on any representations, whether written or oral, not expressly set out in this licence) that it shall have no remedy in respect of such representations and (in either case) the Supplier shall have no liability in any circumstances otherwise in accordance with the express terms of this licence.
- 8.4 The exclusions in clause 7.2 and clause 8.1 shall apply to the fullest extent permissible at law, but the Supplier does not exclude liability for:
 - 8.4.1 Death or personal injury caused by the negligence of the Supplier, its officers, employees, contractors or agents;
 - 8.4.2 Fraud or fraudulent misrepresentation;
 - 8.4.3 breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - 8.4.4 Any other liability which may not be excluded by law.

CONFIDENTIALITY AND PUBLICITY

- 9.1 Each party shall, during the term of this licence and thereafter, keep confidential all, and shall not use for its own purposes (other than implementation of this licence) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any, information of a confidential nature (including, without limitation, trade secrets and information of commercial value) which may become known to such party from the other party and which relates to the other party, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this licence, or subsequently comes lawfully into the possession of such party from a third party. Each party shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information.
- 9.2 The terms of this licence are confidential and may not be disclosed by the Customer without the prior written consent of the Supplier.

TERMINATION

- 10.1 The Supplier may terminate this licence forthwith upon 30 days notice in the event that the Customer:
 - 10.1.1 is in breach of any term condition or provision of this licence;
 - 10.1.2 discloses any information regarding the Software to an unauthorised third party;
 - 10.1.3 fails to pay any amount due to the Supplier on the due date for payment and remains in default not less than 14

- days after being notified in writing to make such payment; or
- 10.1.4 suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due.
 - 10.2 Immediately upon termination of the licence for whatever reason, the Customer shall immediately cease use of the Software and permanently destroy any backup copies of it or any part thereof.
 - 10.3 On termination for any reason, all rights granted under this licence shall cease and the Customer shall immediately pay to the Supplier any sums due under this licence.

SOFTWARE DEVELOPMENT

- 11.1 It is hereby acknowledged that in consideration of the Fee, the Supplier may develop certain products or Software on the Customer's behalf.
- 11.2 If development of the Software takes place in accordance with clause 11.1 above, the Customer shall submit all required information to the Supplier within the timescales specified by the Supplier.
- 11.3 Notwithstanding clause 11.1, if the required information is not submitted by the Customer in accordance with clause 11.2, the Supplier shall not be liable for any delay or losses suffered by the Customer and the Supplier shall no longer be under any duty to carry out the development.
- 11.4 For the avoidance of any doubt, any Software developed by the Supplier for the Customer in accordance with this clause 11 shall at all-time remain the property of the Supplier and the provisions of clause 6 shall apply.

GENERAL

- 12.1 This agreement does not affect or prejudice the statutory rights of a consumer acquired in the Software otherwise than in the course of business.
- 12.2 If for any reason any of the provisions hereof shall be deemed inoperative unenforceable or invalid, the remaining provisions shall nonetheless remain in full force and effect.

NO PARTNERSHIP OR AGENCY

- 13.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

GOVERNING LAW AND JURISDICTION

- 14.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter of formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 14.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

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