

LICENCE AGREEMENT

1 LICENCE

- 1.1 Subject to the provisions of clause 4 of this Agreement, the Supplier hereby grants to the Customer a non-exclusive licence to Use the Licenced Programs upon the terms and conditions of this Agreement and all schedules and annexes hereto.
- 1.2 The Licenced Programs may freely use and distribute this software on the understanding that it is provided without any warranty whatsoever and that the end user is made aware of this clause.
- 1.3 The Customer shall not (and shall procure that its staff do not) permit any third party to Use the Licenced Programs for any other purpose than that of provided CCTV recording for security surveillance purposes.
- 1.4 The Licence shall not be deemed to extend to any programs or materials of the Supplier other than iRecord Velocity unless specifically agreed to in writing by the Supplier.
- 1.5 The Customer acknowledges that it is licenced to use the Licenced Program Materials only in accordance within the express terms of this Agreement and not further or otherwise.
- 1.6 The Supplier may periodically update the software and make this available for download from its website. This shall be entirely at Supplier discretion.
- 1.7 This Agreement has no Commencement Date and shall continue for the period that the user uses iRecord Velocity.

2 PAYMENT

- 2.1 The Supplier shall expect no payment for this software save where the user requires changes or alteration or maintenance thereof.

3 DELIVERY

- 3.1 The supplier makes this software available on its website or website(s).

4 PERFORMANCE AND LIABILITY

- 4.1 The Supplier provides no warranty with this software and shall supply support for it through its website ticketing system.**
- 4.2 Save as provided in Clauses 6 and 10.5 of this Agreement and in respect of death or personal injury caused by the Supplier's negligence, the Supplier hereby expressly

excludes all liability for any loss or damage (whether direct, indirect or consequential) howsoever arising suffered by the Customer. If, notwithstanding the foregoing provision of this Clause 4.2, the Supplier is found liable for any loss or damage suffered by the Customer, that liability shall in no event exceed the sum of £2,000,000 (two million pounds).

5 OWNERSHIP

- 5.1 Title, copyright and all other proprietary rights in the Licenced Programs and the Program Documentation and in all parts and copies thereof are and shall remain vested in the Supplier and the Supplier reserves the right to grant licences to third parties to Use the Licenced Programs and the Program Documentation.
- 5.2 The Customer shall notify the Supplier immediately if the Customer becomes aware of any unauthorised use of the whole or any part of the Licenced Program Materials by any person.
- 5.3 The Customer will permit the Supplier to check the use of the Licenced Program Materials by the Customer at the Site at all reasonable times (subject to prior written notice being provided to the Customer).

6 INCLUSIONS

- 6.1 The licenced programs include protocols and transmission languages that belong to third party organisations. The Supplier warrants that it has the rights to use such information and indemnifies the Customer against claim for breach of ownership.
- 6.2 Ownership of the copyright remains with the original owner at all times.

7 COPYING

- 7.1 The Customer shall be entitled to make as many copies of this software as required.

8 MODIFICATIONS

- 8.1 The Customer shall not without the prior written consent of the Supplier modify the whole or any part of the Licenced Programs in any way whatever, nor permit the whole or any part of the Licenced Programs to be combined with or become incorporated in any other programs SAVE to the extent that such combinations and / or incorporations (as the case may be) have already been notified to the Supplier.

9 CONFIDENTIALITY

The Customer undertakes to treat as confidential and keep secret all information contained or embodied in the Licenced Program Materials,

together with all other information conveyed to the Customer by the Supplier concerning the Licenced Program Materials or their use (collectively referred to as “the Information”).

The Customer shall not (without the prior consent of the Supplier) divulge any part of the Information to any person except:-

- 9.1 the Customer’s own employees and then only to those employees who need to know the same; or the Customer’s auditors, HM Inspector of Taxes, HM Customs & Excise and any other persons or bodies having a right, duty or obligation to know the business of the Customer (and then only in pursuance of such right duty or obligation); or
- 9.2 any person who is for the time being appointed by the Customer to maintain any equipment on which the Licenced Programs are for the time being used (in accordance with the terms of this Licence) and then only to the extent necessary to enable such person to properly maintain such equipment.
- 9.3 The Customer undertakes to ensure that the persons and bodies mentioned in Clauses 9.2.1, 9.2.2 and 9.2.3 are made aware prior to the disclosure of any part of the Information that the same is confidential and that they owe a duty of confidence to the Supplier. The Customer shall indemnify the Supplier against any loss or damage which the Supplier may sustain or incur as a result of the Customer failing to comply with this clause 9.3.
- 9.4 The Customer shall promptly notify the Supplier if it becomes aware of any breach of confidence by any person to whom the Customer divulges all or any part of the Information and shall give the Supplier all reasonable assistance in connection with any proceedings which the Supplier may institute against such person for breach of confidence.
- 9.5 The Supplier undertakes to treat as confidential and not to disclose to any third party any Information, information and / or data relating to the Customer’s systems without the prior written consent of the Customer. The Supplier shall indemnify the Customer against any loss or damage which the Customer may sustain or incur as a result of the Supplier failing to comply with this clause.
- 9.6 The foregoing obligations as to confidentiality shall remain in full force and effect notwithstanding any termination of the Licence or this Agreement.

10 TERMINATION

- 10.1 Either party to this Agreement may terminate this Agreement forthwith on giving notice in writing to the other if:
- 10.2 either party commits any material breach of any term of this Agreement and (in the case of a breach capable of being remedied) shall have failed within 14 days after the

receipt of a request in writing from the other party so to do, to remedy the breach; or the Customer permanently discontinues the use of the Licenced Program Materials.

10.3 Immediately following the termination of this Agreement the Customer shall return to the Supplier the Licenced Programs and all copies of the whole or any part thereof or, if requested by the Supplier, shall destroy the same by erasing them from the magnetic media on which they are stored and certify in writing to the Supplier that they have been destroyed.

10.4 Any termination of this Agreement shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

11 ASSIGNMENT

11.1 Neither the Customer nor the Supplier shall be entitled to assign, sub-licence or otherwise transfer this Licence whether in whole or in part without the prior written consent of the other (such consent not to be unreasonably withheld).

12 MARKETING AND PUBLICITY

12.1 If the Supplier produces any publicity or any other written material in connection with the Licenced Program Materials and wishes to use the Customer's name or logo in any of its promotions, the Customer's name or logo shall not be used without the prior written permission of the Customer and any reproduction of the Customer's logo must adhere to the guidelines contained in any of the Customer's Corporate Guides as may apply at the time. Any such documents produced by the Supplier shall be provided to the Customer for approval prior to distribution (such approval not to be unreasonably withheld).

13 ENTIRE AGREEMENT

13.1 This Agreement sets forth the entire agreement between the parties with respect to the subject matter herein supersedes and replaces all prior communications, representations, warranties, stipulations, undertakings and agreements whether oral or written between the parties. No addition to or modification of any provision of this Agreement shall be binding upon the parties unless made by a written instrument signed by a duly authorised representative of each of the parties.

14 ENGLISH LAW

14.1 The formation, construction, performance, validity and all aspects whatsoever of this Agreement shall be governed by English law and the parties hereby agree to submit to the exclusive jurisdiction of the English courts.

15 HEADINGS

15.1 The headings to the clauses of this Agreement shall not affect the construction of this Agreement.

16 NOTICES

16.1 Any notice to be given under this Agreement shall be delivered or sent by first class post to the address of the other party set out within this Agreement (or such other address as may have been notified) and any such notice shall be deemed to have been served (if delivered) at the time of delivery, or (if sent by post) upon the expiration of 48 hours after posting.

17 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

17.1 A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.