

## Software Products

### 1) Authority

1.1) The Supplier warrants that it has the authority to grant the Licence granted hereunder

### 2) Proprietary Rights

2.1) The Licensee shall not acquire any title, copyright or other proprietary rights in the Products

2.2) The Licensee shall not make any modifications, additions or enhancements to the Products without the Supplier's prior written consent

### 3) Licence

3.1) The Supplier hereby grants to the Licensee a non-exclusive and non-transferable Licence to use the Products on the terms and conditions stated herein and for the period specified within the Contract

### 4) Assignment

4.1) The Licence is personal to the Client and the Client may not assign or otherwise transfer its rights or obligations under this Licence without the prior written consent of FormaServe Systems

### 5) Extent of Permitted Reproduction

5.1) Only the Licensee may make as many copies of the Product as are required to comply with data recovery strategies. Such copies shall remain the property of FormaServe Systems. The Licensee shall maintain a written record of each reproduction of the Product and shall produce such a record on request

### 6) Use

6.1) The Product may be used by any employee or other persons authorised by the Licensee for the purposes of the normal business of the Licensee's organisation. **Excluding** Consultancy or services leading to commercial exploitation of the Product

**Note:** "commercial exploitation" is the use of the Product for monetary gain either by an institution or an individual. Where the Product is so used this must be a matter for written agreement between the Supplier and the Licensee for an agreed fee

### 7) Inspection Rights

7.1) FormaServe Systems may upon reasonable notice send a representative to the Site to verify compliance with the Licence

### 8) Maintenance

8.1) This Agreement includes all future updates and advances which will be compliant with new IBM software releases

8.2) Should support, either remotely or physically, become necessary for the Product this will be provided as soon as possible within 'Normal Working Hours'; those being 9:00 to 17:00 Monday to Friday excluding UK Bank Holidays. All such matters should be notified to the Supplier via Internet, telephone or in writing and a job number obtained

8.3) The Product Support Service shall consist of:

- The investigation and correction of errors
- The incorporation of minor amendments, as deemed minor by the Supplier
- The updating of all appropriate documentation, both within the applications and on the Supplier's web site

8.4) Where a defect is found upon investigation not to be the Supplier's responsibility, the Supplier reserves the right to charge the Client on a time and materials basis at the Supplier's then current rates for all time, costs and expenses incurred in consequence of such investigation.

## 9) Delays

9.1) All dates quoted by The Supplier for delivery or completion of any stage of the Product are to be treated as estimates only and shall be extended by a reasonable period if the delay is caused by any act or omission of the Client, its servants or agents or any cause whatsoever beyond The Supplier 's reasonable control

## 10) Clients Responsibilities

10.1) The Client shall (and warrants that it is entitled to) provide The Supplier promptly with accurate and complete information concerning its operations and activities relevant to The Product as well as answers to queries, decisions and approvals required by The Supplier in connection with The Product

10.2) The Client should take all reasonable precautions against any Hacker gaining access to their system, e-mails or web site. If such an attack is detected they are required to inform The Supplier as soon as possible

## 11) Termination

11.1) This agreement will be for 12 months, payable in advance. It will auto renew unless notice of cancelation is received 30 days before hand

11.2) Upon termination of a valid FSS Licence the product must be uninstalled from all machines and any copies destroyed

## 12) Testing

12.1) Before releasing any software, all changes will be developed and fully tested at FormaServe System offices. If significant testing cannot be performed at these offices, testing will be carried out in conjunction with the Customer.

12.2) All computer programs, documentation and other material delivered to the Customer will be produced to FormaServe Systems Ltd standards, unless otherwise mutually agreed in writing.