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## GH SOFTWARE LICENCE AGREEMENT (April 2008) RESEARCH VERSION

### 1 Definitions

"**Agreement**" means these terms and conditions together with the Licence Form.

"**Effective Date**" means the date specified for the Software in the Licence Form.

"**GH**" means Garrad Hassan and Partners Limited at the address shown on the Licence Form.

"**Licence Form**" means the software licence form signed on behalf of each Party to which these terms and conditions relate.

"**Party**" means you or GH as the context requires.

"**Software**" means the computer programs and modules and software authentication devices specified in the Licence Form.

"**Term**" means the term specified in the Licence Form or if no term is specified a period continuing in perpetuity from the Effective Date.

"**you**" and "**yours**" means the organisation specified on the Licence Form.

### 2 Permitted Use

2.1 In consideration of your payment of the licence fee, GH permits you during the Term (without geographical restriction) and subject to the other terms and conditions of this Agreement:

- (a) to load and use the Software on a single computer which is under your control (and transfer the Software from one computer to another provided it is used on only one computer at any one time);
- (b) only if the Licence Form specifies a network licence, to use the Software on a computer network provided that the number of computers running the Software at any one time will not exceed the licensed number;
- (c) to use any associated documentation supplied by GH in conjunction with the Software; and
- (d) to make up to 2 copies of the Software and the associated documentation for back-up purposes in support of the permitted use.

2.2 You are permitted to use the Software and the associated documentation solely for research purposes.

2.3 You shall not use the Software for any commercial purposes whatsoever. You warrant that you are a bona fide research establishment as represented to GH.

2.4 You are not permitted to rent, lease, sub-license, loan, copy, modify, adapt, merge, translate, reverse-engineer, decompile, disassemble or create derivative works based on the whole or any part of the Software or its associated documentation or to interfere with any technical measures supplied with or forming part of the Software and intended to protect or measure operation of the Software except:

- (a) as expressly permitted by this Agreement; or
- (b) to the extent permitted by law. Should you wish to make use of local laws permitting decompilation of the Software where necessary to ensure interoperability with other programs or systems, you undertake to contact GH for assistance.

2.5 If you lose the authentication device provided to you at the time of licensing the Software, GH may require the purchase of a replacement licence for the Software.

2.6 Support and maintenance services in respect of the Software are provided by GH under separate agreement. Details are available on request.

### 3 Intellectual Property

3.1 You acknowledge that all intellectual property rights in the Software and the associated documentation are owned by GH and its licensors and that nothing in this Agreement will operate to transfer any right of ownership in the Software or the associated documentation to you.

### 4 Termination

4.1 GH may terminate this Agreement by written notice to you at any time if:

- (a) you default in your payment of the fees due to GH or in the event of the occurrence of a material breach by you of any of the provisions of this Agreement;

- (b) you go into liquidation, become bankrupt, make a voluntary arrangement with your creditors, have a receiver or administrator appointed or become unable to substantially perform your obligations;
- (c) you do not retain in your control the authentication device provided to you at the time of licensing the Software; or
- (d) GH, at its sole discretion, no longer considers that you are a bona fide research establishment as warranted under Clause 2.3 above.
- 4.2 Your rights to use the Software cease automatically on termination of this Agreement. You shall (at GH's option) promptly on termination return the Software and associated documentation, together with all copies, and delete the Software from the hard disk of any computer under your control.
- 5 Warranties And Limitation Of Liability
- 5.1 Subject to Clause 5.2, GH warrants that for a period of 90 days from the Effective Date the Software will perform substantially in accordance with the features and specifications described in its accompanying documentation and that the CD or other media on which the Software is supplied will be free from errors PROVIDED THAT all recommended updates or new versions have been correctly implemented, the Software is properly used on a computer and operating system for which it was designed, you provide GH with any information or assistance reasonably required for the resolution of errors in the Software and that you adhere to the terms of this Agreement.
- 5.2 Your sole remedy in the event of a breach of the warranty in Clause 5.1 is that GH shall (at its option) either:
- (a) correct any significant errors brought to its attention within a reasonable period after the end of the 90 days within a reasonable time by amending either the Software or the accompanying documentation;
- (b) terminate this Agreement and refund the fees paid.
- 5.3 All other conditions, warranties or other terms which might be implied or incorporated into this Agreement whether by statute, common law or otherwise are hereby excluded.
- 5.4 You accept responsibility for your selection of the Software to achieve the results that you intend to achieve or otherwise satisfy your requirements. GH does not warrant that use of the Software will meet your requirements or be uninterrupted or error-free or that errors in the Software will be corrected. GH shall not be liable in any event for any loss resulting from any modification you have made to the Software.
- 5.5 Subject to Clause 5.7 below, in no event will GH be liable to you for any loss or damage of any kind (including, without limitation, any loss of profits, contracts, goodwill, additional administrative or other expenses or any indirect, special or consequential loss or damage of any nature) arising from:
- (a) your use of (or inability to use) the Software or from any errors or deficiencies in it; or
- (b) breach of this Agreement;
- whether caused by negligence or otherwise.
- 5.6 Nothing in this Agreement attempts to or shall be read as limiting or excluding liability for death or personal injury caused by the negligence of GH, fraud or fraudulent misrepresentation, or in any other respect for which GH cannot legally limit or exclude its liability.
- 5.7 The total liability of GH, whether in contract, tort or otherwise and whether in connection with this licence or any collateral contract, shall in no circumstances exceed a sum equal to the fees payable for the Software.
- 5.8 You acknowledge that the limitations and exclusions in this Agreement are fair and reasonable in the light of the allocation of risk and award agreed between the Parties, including the insurance coverage available to GH and the fees payable for the Software.
- 6 Assignment
- 6.1 You may not assign or sub-license this Agreement or any of your rights, interests or obligations under it. GH may sub-license, assign, charge or otherwise transfer all or any of its rights or obligations under this Agreement to any third party.
- 7 Security
- 7.1 You shall maintain the Software and accompanying media within your control at all times and maintain adequate security

	measures to protect the Software from unauthorised access.		connection with its subject matter shall be governed by and construed in accordance with the laws of England and Wales and the Parties agree that the courts of England shall have exclusive jurisdiction to settle any such dispute or claim.
8	<u>Disputes</u>		
8.1	In the event of a difference or dispute arising out of or in connection with this Agreement:	9.2	This Agreement prevails over any other documents and oral or written agreements made between the Parties in respect of the subject matter of this Agreement to the extent that they conflict with its terms.
	(a) you and GH will endeavour to meet to discuss such difference or dispute at a senior level with a view to amicable resolution, where practicable; and	9.3	If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction then the remainder of this Agreement shall remain in force to the maximum extent possible.
	(b) if you and GH cannot reach an amicable resolution, the difference or dispute shall be referred to and determined by arbitration in London by a single arbitrator such arbitration to be in accordance with and subject to the Rules of the London Court of International Arbitration in force at the date of this Agreement, which Rules are deemed to be incorporated by reference into the Agreement. The language of the arbitration shall be English;	9.4	The failure or delay by either Party in exercising any right arising under this Agreement shall not constitute a waiver of such right.
	PROVIDED THAT nothing in this clause shall prevent either you or GH from seeking urgent interim injunctive relief in any court of competent jurisdiction.	9.5	The Parties do not intend to confer any benefit on any third party under this Agreement.
9	<u>Further Provisions</u>	9.6	Any notice required or permitted to be given by either Party to the other under this Agreement shall be sent in writing to the other Party at the address specified for the Party on the Licence Form.
9.1	Subject to Clause 8.1 this Agreement and any dispute or claim arising out of it or in	9.7	A variation to the terms of this Agreement shall only be valid if in writing and signed by both Parties.