

AUTOLIB SOFTWARE LICENCE AGREEMENT

Payne Automation (UK) whose office is at 19 Angelvale Business Park, Top Angel, Buckingham, MK18 1TH (hereinafter known as the "Supplier")

1. Introduction

- 1.1 The Supplier carries on the business of marketing and selling the use of computer programs and software systems for the Owner of the computer programs and software systems.
- 1.2 The Customer wishes to use such computer programs and software systems.

2. Interpretation

In this Agreement, unless the context otherwise requires:-

- "The System"** means the computer program and software system known as Autolib 2000, Autolib.XML, Autolib.NET and Autolib.ASP Management and Web software [specified in Part 1 of the Schedule] the subject to the Supplier-Customer agreement (or if more than one each of them) and shall include all updates and additional or substitute programs and software provided by the Owner pursuant to this Agreement;
- "System Software"** means CDROM's or any other media containing or reading any part of the system;
- "Supplier-Customer Contact"** means the agreement of even date herewith between the Supplier and the Customer for the sale to the Customer of the system software.
- "Owner"** means Payne Automation (UK) whose office is at 19 Angelvale Business Park, Top Angel, Buckingham, MK18 1TH

3. Software Licence

- 3.1 The System Software is supplied with the benefit of and on condition that the Customer shall accept a non-exclusive licence from the Owner to the Customer to use the system on the terms and conditions hereof and the said licence is hereby granted by the Supplier.
- 3.2 The System may not be used by the Customer other than for the internal purposes of its business (specified in Part 1 of the Schedule) on the computer. The Customer may not use or permit the use of the system for the purpose of providing any other service or for any other purpose save as aforesaid.
- 3.3 This licence is persona to the Customer which may not directly or indirectly assign, delegate or transfer any right granted to it hereunder or grant any sub-licence thereof.

4. System Software

- 4.1 The Customer shall not be entitled to have access to the source code or direct access to the underlying database in respect of the system or to create or to attempt to create the same.
- 4.2 The Owner may from time to time and at any time require any System Software supplied to the Customer to be replaced with alternative System Software and shall from time to time provide the Customer with updates for the System (if any) as soon as is practicable after such update becomes generally available to the Owner's clients.

5. **Training**

The Owner shall at the request of the Customer (but subject to availability of the Owner's personnel) provide training for employees of the Customer at a specified charge per man day payable within 30 days after the receipt by the Customer of any invoice for the same. The Supplier reserves the right to vary the charges in line with the Retail Price Index prevailing at the time. The Customer will be responsible for all travel (including air travel) accommodation and other expenses of its personnel.

6. **Method of use**

- 6.1 The Customer will ensure that all System Software is correctly used in efficient and properly functioning machines or equipment and that any of its employees who have access to or the use of such machines or equipment are trained and authorised for this purpose.
- 6.2 The Customer shall not without the prior written consent of the Owner use or adapt the System or any System Software or permit the use or adaptation of the same for the purpose of merging it into any other computer program or Software, shall not make any copies of the System Software and shall comply with all applicable laws or regulations relating to the System, the System Software or its use.
- 6.3 The Owner shall have the only option to make any enhancement or addition to the System required by the licensee and the Owner shall have no liability to the Customer or otherwise for any enhancement addition or modification to the System carried out by a third party or for any change in the Customer's operation system.

7. **Rights in the system and their protection**

- 7.1 The Customer shall have no right to the property in the System and System Software, or to the copyright or other intellectual property rights of the Owner of whatever nature therein, acknowledges the confidentiality thereof and the title of the Owner therein, and undertakes not to do or assist in the doing of anything which might bring the Owner's title into question.
- 7.2 Any changes in, developments of or improvements to the System or any System Software which are made by the Owner shall be the absolute property of the Owner.
- 7.3 The Customer shall not at any time disclose to any person any information techniques or know-how concerning the internal workings of the system or any information relating to the architecture of the System Software and shall take all practical steps to prevent the disclosure of any such information to any other person.

- 7.4 The Customer will instruct each employee, member or designated representative who is or may be required to deal with internal workings of the System or any information relating to the architecture of the System Software that they are confidential and are not to be disclosed to any third party.

8. **Infringement of rights**

- 8.1 The Customer shall promptly and fully notify the Owner of:-
- 8.1.1 any actual threatened or suspected infringement of the copyright or other intellectual rights of the owner in the System or any System or of any breach of confidence relating thereto which comes to its notice; and
- 8.1.2 any claim brought against the Customer alleging that its use of the System or System Software infringes the copyright or other intellectual rights belonging to or alleged to belong to the claimant.
- 8.2 If any such claim as is mentioned in clause 8.1.2 is brought against the Customer, the Owner may at its option either;
- 8.2.1 require the Customer to cease using the Software which allegedly infringes the rights of the claimant; or
- 8.2.2 require the Owner to defend or settle the claim at the cost of and in accordance with the directions of Owner, in which case it will indemnify the Customer against all costs, damages or other compensation awarded against or agreed with the consent of the Owner to be paid in settlement by the Customer subject to the Owner being entitled to all costs, damages or other compensation awarded against or agreed to be paid in settlement by the claimant.

9. **Maintenance of the Software**

- 9.1 The Customer shall promptly notify the owner of any defect or error in the System or the System Software in its possession, whereupon the Owner shall take all proper steps to correct the same as soon as practicable by sending corrected system Software to the Customer.

10. **Liability of the Owner**

- 10.1 The Owner shall not be liable to the Customer:-
- 10.1.1 by reason of any representation or by reason of the breach of any implied warranty or other implied term or any duty at common law for any loss, damages, costs, expenses or other claim for compensation whatsoever howsoever the same may arise and whether occasioned by the negligence of the Supplier or the Owner, their servants or users or otherwise to the extent that:-
- 10.1.1.1 any such claim is for consequential loss or damages whether for loss of profit or otherwise; or
- 10.1.1.2 in respect of any claim for consequential loss or damage, the amount of any such claim exceeds the price for the system paid by the Customer.
- 10.2 The Owner shall not be liable for the performance use or consequences of any changes to the system or any system Software which are made otherwise

than by the owner and the owner shall have no obligation hereunder to correct, maintain or update any part of the system or any system Software which has been the subject of any such change.

10.3 The Owner does not warrant that the system or any system Software will not infringe the copyright or other intellectual property rights of any other person.

11. **Force majeure**

Neither party shall be liable to the other party insofar as it is prevented from performing its obligations under this Agreement for any reason beyond its control including (but not limited to) war, civil disorder, strikes, lockouts or other industrial disputes.

12. **Period of Agreement and termination**

12.1 This Agreement shall commence at the date hereof and shall continue for an initial period of 12 months and thereafter for successive twelve month periods unless or until terminated by not less than 90 days' prior written notice of termination given by either party to the other to expire at the end of the initial period or at the end of any successive twelve month period to the maximum.

12.2 Upon termination of the contract the Customer shall stop using and return to the Owner all System Software. In default the Owner may enter upon the Customer's premises and repossess the same.

13. **Nature of contract**

This licence is personal to the Customer who shall not be entitled to charge, directly or indirectly assign, delegate or transfer to any person or institution or grant any form of sub-licence in respect of the benefit of the same.

14. **Notices and service**

Any notice or information required or authorised by this Agreement to be served or given by either party to the other may be served or given by sending the same by first class mail, email or fax to the other party at the address specified in Part 2 of the Schedule and in the case of notice sent by first class post it shall be deemed to have been given 72 hours after posting and in the case of email or fax shall be deemed to have been given at the time of despatch.

15. **Applicable Law and Jurisdiction**

15.1 This Agreement shall be governed by, and construed in accordance with, English Law.

15.2 In relation to any legal action or proceedings to enforce this Agreement or arising out of or in connection with this Agreement ("proceedings") each of the parties irrevocably submits to the exclusive jurisdiction of the English courts and waives any objection to proceedings in such courts on the grounds of venue or in the grounds that the proceedings have been brought in an inconvenient forum.

Schedule

Part 1: Software Description

AUTOLIB.ASP Software:

Application interface for web based management of resources.
Windows XP /Vista/7.0/8.0/8.1 – Client Operating System.

AUTOLIB.NET Software:

Application interface for web based management of resources.
Windows XP /Vista/7.0/8.0/8.1 – Client Operating System.

AUTOLIBXML Software:

Application interface for web based management of resources.
Windows XP /Vista/7.0 – Client Operating System.

AUTOLIB 2000Software:

Application interface for web based management of resources.
Windows XP – Client Operating System.

Management software:

Catalogue management.
Borrower management
Circulation management
Management Reports
Enquiry management

Web Based Software: Unlimited enquiry use.

Management and enquiry via the internet.

Part 2: Payne Automation (UK) - contact

19 Angelvale Business Park
Top Angel
Buckingham
MK18 1TH

Support Line 01280 817864
techsupport@autolib.co.uk