

THIS SOFTWARE LICENCE AGREEMENT made

BETWEEN:

- (1) Payne Automation (UK) whose office is at Berkhamsted, Herts (hereinafter known as the "Supplier") and
- (2) Club Name and address.

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 BookIT control hardware, 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 any other media containing or reading any part of the system

"Computer" means the equipment specified in the "BookIT Control Equipment Maintenance Agreement" pursuant to this Agreement;

"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 5 Cowper Road, Berkhamsted, Herts. HP43DA

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 personal 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 charge at the rate of £300.00 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.

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

BookIT control equipment:

Control Unit

Court Side displays.

Management software: Maximum of 10 concurrent Licenses.

Web Based Software: Unlimited use.

Booking courts via the internet

Part 2: Payne Automation (UK) - contact

Berkhamsted

Herts.

Support Line 01280 817864

techsupport@aspsystems.co.uk

Equipment Maintenance AGREEMENT made

BETWEEN:

- (1) Payne Automation (UK) whose office is at Berkhamsted, Herts. (hereinafter known as the "Supplier") and
- (2) Club Name and address.

Whereas:

I The Supplier carries on the business of maintaining computer equipment.

II The Customer uses the Equipment and requires the Equipment to be maintained

1. Definitions

"Equipment means the Equipment listed in Part 1 of the Schedule and shall include all updated or replacement parts and any additional equipment supplied by The Supplier;

"Maintenance Period" means 8.30am to 5.30pm on Monday to Friday excluding public and national holidays. Maintenance outside the "Maintenance Period" is provided at the discretion of the Supplier;

"the Location" means the site at which the Equipment is installed as specified in Part 2 of the Schedule hereto or such other location to which the Equipment is moved in accordance with this Agreement;

"The Supplier Maintenance Rates" means the rates of charge for services to be carried out by the Supplier as published by the Supplier specified in Part 3 of the Schedule hereto.

"Service Level Agreement" defines the conditions under which hardware and software support is delivered in accordance with this Agreement.

2. Term

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 up to a maximum of 10 years unless or until terminated by not less than 60 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. Any such termination will require the immediate removal of all software provided by the supplier to run on the equipment.

3. Services Provided

During the Maintenance Period or at such other times as the Supplier may nominate, the Supplier will provide the maintenance service as follows:-

3.1 The Supplier shall provide an Equipment maintenance service to provide day to day maintenance and repair of the Equipment as necessary to keep the Equipment in good operating condition.

3.2 If at any time the Equipment becomes inoperative for any reason, the Customer shall notify the Supplier via the contact details listed in Part 4 of the Schedule and the Supplier shall at the earliest practicable opportunity within the "Service Level Agreement", provide remedial maintenance to put the inoperative Equipment in such condition as constitutes good operating condition.

3.3 The Supplier will use its best endeavours to maintain the software programs comprised in the Equipment and undertakes to correct such faults in the programs as may have been identified and to render such technical assistance as may be necessary to secure the satisfactory operation of the computer programs. Upon receipt of the Customer's request for support or rectification of a defect, The Supplier shall (subject to its then current commitments) normally begin work on such support or defect not later than the first working day thereafter and shall diligently continue the work during normal working hours until the work is completed to the reasonable satisfaction of the Customer.

4. Customer's Obligations

The Customer will allow the Supplier access to the Equipment and computer programs for investigation purposes, provide adequate working space and facilities for the Supplier staff and will co-operate with them in the diagnosis of the defect or malfunction in the Equipment or computer program.

The Customer shall allow the Supplier the use of any machinery attachments features or other equipment necessary to enable it to provide the maintenance services.

The Customer will not allow any changes or modifications to the computer programs by anyone other than the Supplier staff. If such changes or modifications are carried out the Supplier reserves the right to review this Agreement.

The Customer shall take all reasonable precautions to ensure the safety and health of the Supplier personnel while such personnel are at the Customer's premises.

5. Charges

Charges at the Supplier Maintenance Rates referenced in Part 3 "Supplier maintenance charges" of the Schedule shall be invoiced annually in advance to the Customer and shall be due and payable on receipt of invoice by the Customer. The Supplier reserves the right to vary the charges in line with the Retail Price Index prevailing at the time of notification as set out in the Supplier maintenance charges at any time subject to 3 months' prior written notice.

All charges are inclusive of all delivery charges and import duties, taxes and levies but exclusive of Value Added Tax which the Customer shall be charged at the rate prevailing at the date of invoice.

The Customer will pay interest on all amount accrued and due to the Supplier and outstanding at the rate of 2% over base per annum.

6. Relocation of Equipment

Equipment moved from the Location to a new location within the United Kingdom shall continue, at the Supplier's option to be serviced pursuant to this Agreement. The Customer shall give to the Supplier at least 30 days' written notice prior to any relocation of the Equipment.

The Supplier personnel shall supervise the dismantling and packing of the Equipment and shall inspect and reinstall the Equipment at the new Location. The Supplier shall provide all the labour required for the dismantling, packing, unpacking and setting up of the Equipment at the new Location. The Customer shall be charged for such supervision, inspection and installation of the Equipment at the standard Supplier rates.

7. Exclusions

7.1 The Supplier shall not be obliged to provide the maintenance services or any other services in this Agreement if:

7.1.1 the maintenance service or such other services are required because of the neglect, misuse, transportation or improper programming of the Equipment or because the Equipment has been subjected to abnormal electrical stress, abnormal air conditioning or humidity, fire, vandalism or regular abnormal physical stress;

7.1.2 the Equipment is maintained or repaired (or attempts are made to maintain or repair the Equipment) by persons other than Supplier personnel without the Supplier's prior written approval; or

7.1.3 the Customer fails to perform any of its obligations under the Agreement

7.2 Maintenance services under this Agreement do not include:-

7.2.1 the provision of supplies, accessories or media. Printer consumables and ibuttons will be supplied for a reasonable charge pursuant at the time of purchase.

7.2.2 the installation, maintenance or removal of any item not furnished by the Supplier;

7.2.3 the painting or refinishing of the Equipment or surrounding areas or the supply of materials for that purpose;

7.2.4 electrical work external to the Equipment.

8. Warranty and Liability

If written notice is given to the Supplier by the Customer of any alleged defect in the materials or workmanship of replacement parts of the Equipment within 90 days from the date of installation of such parts the Supplier shall at its own expense repair (or at its option replace) any part or parts recognised by the Supplier to be defective (replaced parts becoming the property of the Supplier).

This clause states the Supplier's entire liability in connection with the quality and fitness for any particular purpose of replacement parts of the Equipment of any part thereof.

The Supplier shall not, save for claims relating to personal injury arising from the Supplier's negligence, be liable under or by virtue of this Agreement for consequential loss or damage (including but not limited to loss of data or information or any kind howsoever cause, loss of use, profits or contracts) or subject to the foregoing for any loss damage or injury of any kind whatsoever.

The Supplier shall not be liable for any failure or delay in the performance of its obligations under this Agreement for any reason beyond its control.

9. Notices

Any and all notices, documents and other communications relating to this Agreement must be in writing and either delivered personally to or posted by pre-paid, registered or recorded delivery post to the last known address or registered office for the time being of the party to which address and in such letter case it shall be deemed to have been properly given at the time at which it would have been delivered in the ordinary course of post.

10. Assignment

The Customer shall not assign any or all of its rights or obligations under this Agreement without prior written consent of the Supplier which shall not be unreasonably withheld. The Supplier may sub-contract to third parties all or any part of the work to be performed hereunder.

11. Governing Law

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

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.

12. Amendments

No change, alteration or modification of this Agreement shall be valid unless in writing and signed on behalf of the parties by their respective duly authorised officers.

Schedule

Part 1: Equipment Specification and Descriptions

BookIt Control Unit

courtside displays.

Part 2: Location of Equipment

Club Name - Address

Control unit in the clubhouse.

Courtside displays are placed outside each court.

Door entry controller placed by the external door.

Part 3: Maintenance Rates

Rates are charged per annually in advance.

Increases are limited to the UK rate of inflation.

*8 Year Service – Replaces control unit hardware £350

* These items are optional at the discretion of the Supplier. If the work is deemed not to be necessary then these items will not be charged. This will not affect the maintenance cover.

Part 4: Payne Automation (UK) – Contact

Berkhamsted

Herts

Support Line 01280 817864

techsupport@aspsystems.co.uk