

ENGL TERMS AND CONDITIONS OF ACADEMIC LICENSE AGREEMENT

THIS AGREEMENT is made on the
BETWEEN

Name of Parties		Registered Office or Principal Place of Business (address)
1	Expert Networking Group Limited ('ENGL')	Boston House Grove Technology Park WANTAGE Oxon, OX12 9FF UK
2	Enter name of Academic Establishment ('You')	Enter address details
3	No of devices	Enter number of workstations / devices

For the purposes of this license agreement,
"Materials" shall mean the ENGL Imaging Toolkit
"Runtime" shall mean 12 calendar months
"Upgrade Protection and Maintenance Services" shall mean the services set out in the Upgrade and Maintenance Agreement
"Device" shall mean a single computer terminal for which that license is purchased

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One (1) copy of Materials for each license purchased;

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One (1) copy of Materials for disaster recovery purposes;

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3. **LICENSE RESTRICTIONS**

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4.1 The Materials are licensed only to you for use on only so many single computer systems as you have purchased in this agreement. You may not rent, lease, sublicense, sell, assign, pledge, transfer or otherwise dispose of the Materials, on a temporary or permanent basis, without the prior written consent of the Licensor.

5. **UNDERTAKINGS**

5.1 You undertake to:

5.1.1 ensure that, prior to use of the Materials by those employees or agents who are responsible for the configuration and deployment of the Materials, such parties are notified of this license and the terms of this Agreement;

5.1.2 reproduce and include our copyright notice (or such other party's copyright notice as specified on the Materials) on all and any copies of the Materials, including any partial copies of the Materials;

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5.1.4 supervise and control, at all times, use of the Materials to ensure that the Materials are used in accordance with the terms and conditions of the License including specifically

(a) ensure that your employees, agents and other parties who will configure and deploy the Software are notified of, and adhere to, the terms of this License prior to such employee, agent or party using the same;

- (b) maintain accurate and up-to-date records of the number licenses of the Software in use;
- (c) not display the Software on the bulletin board, FTP site, worldwide web, chat room or by any other means;
- (d) not to use the Software for immoral illegal or any other purpose which may be determined threatening, abusive or harmful including but not limited to the creation or transmission of any virus, worms, trojan horse, cancel bots or other destructive or contaminating programs.

6. LICENSE FEE

- 6.1 The License fee, payable in respect of the Runtime and per computer system, may be varied from time to time and is published on the website at www.engl.co.uk. The License fee is payable to ENGL by direct bank transfer to the Licensor's account, or by cheque.
- 6.2 All invoices shall be paid by you within 30 days of despatch. If you fail to pay any of the Licensor's invoices when due, the Licensor, shall be entitled to interest on the amount outstanding at 5% over the base lending rate of Barclays Bank plc from time to time from the due date until payment in full.

7. EXCLUSION OF LIABILITY

- 7.1 Except in respect of personal injury or death caused directly by the negligence of the Licensor, in no event will ENGL be liable to you for any damages, including any lost profits, lost savings, loss of data or any indirect, special, incidental or consequential damages arising out of the use of or inability to use such Materials, even if ENGL has been advised of the possibility of such damages. Nothing in this agreement limits liability for fraudulent misrepresentation.
- 7.2 In the event ENGL incurs any liability whatsoever, such liability is limited to the license fee paid by you for the Software (except for death or personal injury arising from the Licensor's negligence).

8. WARRANTY

- 8.1 ENGL warrants that for 60 days following delivery the Licensed Programs will comply in all material respects with the facilities and functions set out in the Specification when correctly used.
- 8.2 The warranty is given, subject to the your complying with its obligations under the terms of this Agreement and shall be subject to the limitations set out in clause 6 of this Agreement. In particular, the warranty shall not apply where the defect in the Licensed Program
 - 8.2.1 is not notified to ENGL within 3 working days of its detection; or
 - 8.2.2 arises as result of incorrect use, operation or corruption of the Licensed Programs, including unauthorised modification or alteration of the Licensed Programs; or
 - 8.2.3 arises as a result of the introduction of a virus to the licensed Program or your computer systems (or any software or hardware forming part thereof) by you or a third party.

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8.3.1 ENGL shall have no liability to you in respect of a copyright Infringement if the same results from any breach of your obligations under this agreement.

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8.4.1 procure the right for you to continue using the Software; or

8.4.2 make such alterations modifications or adjustments to the Software so that they become non-infringing without, so far as is practicable, incurring a material diminution in performance or function; or

8.4.3 replace the Software with non-infringing substitutes provided that, so far as is practicable, such substitutes do not entail a material diminution in performance or function.

8.5 ENGL disclaims all other warranties with respect to the Licensed Programs, whether express or implied, including but not limited to any warranties relating to quality or fitness for purpose.

9. **YOUR STATUTORY RIGHTS**

9.1 This license gives you specific legal rights and you may also have other rights that vary from country to country. Some jurisdictions do not allow the exclusion of implied warranties, or certain kinds of limitations or exclusions of liability, so the above limitations and exclusions may not apply to you. Other jurisdictions allow limitations and exclusions subject to certain conditions. In such a case the above limitations and exclusions shall apply to the fullest extent permitted by the laws of such applicable jurisdictions. If any part of the above limitations or exclusions is held to be void or unenforceable, such part shall be deemed to be deleted from this Agreement and the remainder of the limitation or exclusion shall continue in full force and effect. Any rights that you may have as a consumer (i.e. a purchaser for private as opposed to business, academic or government use) are not affected.

10. **TERM**

10.1 The license is effective until terminated. You may terminate it at any time by destroying the Materials together with all copies in any form. It will also terminate upon receipt of written notice from the Licensor if you are in material breach of any material term or condition of this Agreement and fail to remedy the same within 21 days of despatch of a notice to you specifying the breach and requiring its remedy.

10.2 The License will automatically renew at the end of each 12 month period on receipt of the applicable License Fee for the following 12 month period (Runtime). Should the applicable License Fee not be received the License will automatically terminate at the end of the current Runtime.

10.3 You agree, upon termination on any grounds, to destroy the Materials together with all copies in any form.

11. **GENERAL**

11.1 You agree that ENGL shall have the right during normal business hours, after supplying undertakings as to confidentiality and with mutual agreement, to audit any computer system on which the Materials are installed in order to verify compliance with this Software license. Such an audit will only be carried out once in any 12 month period.

11.2 Each party hereby irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to resolve any controversy or claim of whatever nature arising out of or in relation to this Agreement and the place of performance of this Agreement shall be England, that the laws of England shall govern such controversy or claim.

11.3 This Agreement constitutes the complete and exclusive statement of the Agreement between ENGL and you with respect to the subject matter of this agreement and supersedes all proposals, representations, understandings and prior agreements, whether oral or written, and all other communications between us relating to that subject matter.

11.4 Any clause in this Agreement that is found to be invalid or unenforceable shall be deemed deleted and the remainder of this Agreement shall not be affected by that deletion.

11.5 Failure or neglect by either party to exercise any of its rights or remedies under this Agreement will not be construed as a waiver of that party's rights nor in any way affect the validity of the whole or part of this Agreement nor prejudice that party's right to take subsequent action.

11.6 This Agreement is personal to you and you may not assign, transfer, sub-contract or otherwise part with this Agreement or any right or obligation under it without the Licensor's prior written consent. The Materials may only be transferred to another party if the original and all copies (including back-ups) of the Materials and this License are transferred permanently at no charge to the proposed new licensee and such party agrees to be bound by all the terms of this License and PROVIDING ALWAYS that ENGL has agreed to the transfer in writing in advance of the transfer. You remain liable for any breach of this License by any new licensee if any transfer is attempted without the consent of the Licensor. Upon such transfer ENGL may retain NO copies of the Software or documentation.

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POSITION	
SIGNATURE	
DATE	

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