# Master Software Licence Agreement

**ONLINE<>50**
The Work Anywhere Company

Online50 Software is licensed, not sold. This agreement sets out the terms and conditions under which we license you as an End User of our software. Your right to use our software is conditional upon your acceptance of, and is subject to, these terms and conditions. Unless expressly agreed in writing by a Director of Online50 these terms and conditions will supersede all terms and conditions of your own. These terms and conditions, together with any documents that are incorporated by reference or are specific to a particular software product, constitute the entire understanding between us. You indicate that you agree to all the terms of this Agreement from the earliest date you tick a box or click on a button (or something similar) to signify your acceptance, or you install, access or use any of the Software. If you don't accept this Agreement, you should contact us or the supplier you purchased the Software from immediately and not install, access or use the Software in any way.

We may update this Agreement at any time, the most recent version can be accessed on our website. We will make reasonable efforts to communicate any changes to you via a notification in the Software or by sending an email to your user address, but it is up to you to ensure that you regularly check, read, understand and agree to the most recent version of this Agreement as you will be deemed to accept all updates if you continue to access and use the Software. Any updated software we issue, or any renewal of the licence agreement or any related software maintenance agreement, is governed by the Agreement published at such time as the update is released or the agreement is renewed.

## 1. Definitions

1.1. In this document the term "**we**" or "**Online50**" means Online50 Limited (company registered number 3144276) (and the use of the words "**us**", "**our**" and "**ourselves**" will be interpreted accordingly) and the term "**you**" means your business whether corporate or incorporate (and the use of the words "**yours**" and "**yourselves**" will be interpreted accordingly) and use of the terms "**either party**" or "**other party**" will be interpreted as the context requires.

1.2. The following expressions will have the following meanings:

**"Agreement"**    means this Online50 Master Software Licence Agreement and any other documents expressly incorporated by reference in this Agreement.

**"Online50 Software"**    means any software programs or software tools developed or supplied by Online50 as part of the Software Product.

**"Licensee"**    means the legal entity to whom the licence is granted (you).

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| **"Licensed Use"** | means the classes of use which you are authorised to use the Online50 Software for. |
| **"Licensed Functionality"** | means the features and capabilities of the Online50 Software which you are authorised to make use of. |
| **"Licensed Capacities"** | means the limits on the extent to which you may use the Licensed Functionality. |
| **"Licensed Period"** | means the period of time for which the licence is granted. |
| **"Software Product"** | means the Licensed Use, Licensed Functionality, Licensed Capacities and Licensed Period of the Online50 Software which are offered to you under the terms of the Agreement. |
| **"Online Services"** | means any services that do not run on the same computer as the Online50 Software which the Online50 Software may communicate with in the course of your Licensed Use and on which certain Licensed Functionality may depend. |
| **"Online50 Systems"** | the computers, communication equipment, software, services and anything else operated by Online50 in secure data centre facilities (together the Systems) for the purpose of providing Online Services, whether or not you have sole use of the Systems and whether or not you pay for the use of those services. |
| **"Licence Fees"** | means the fees payable for the provision of the Software Product. |
| **"Business Hours"** | means the hours of 09:00 to 17:00 Monday to Friday as at the Greenwich Meridian in London and subject to local daylight saving time, excluding statutory holidays in England. |
| **"End User"** | means any Natural Person authorised by the Licensee, including the Licensee if they are a natural person, that uses the Software Product under the terms of this Agreement. |
| **"End User Equipment"** | means any hardware and software that users are required to have in use in order to make use of the Software Product. |
| **"Intellectual Property Rights"** | means all copyrights, patents, database rights, domain names, registered and unregistered design rights, topography |

rights, trademarks and service marks and applications for any of the foregoing, together with all trade secrets, know-how, rights to confidence and other intellectual and industrial property rights in all parts of the world.

**"Marks"**                    means the trademarks of Online50 from time to time, whether used individually or collectively and whether registered or unregistered.

**"Materials"**                means documents, disks, tapes and any other media.

**"Registration Data"**        means any information supplied by you that is required for a licence to be granted.

**"Usage Data"**               means any information supplied by you or gathered by the Online50 software and transmitted to us to monitor compliance with this licence and any Licensed Capacities.

**"Application Data"**         means any information that is worked on by the Online50 Software including without limitation any information input to the Online50 Software and any information output by the Online50 Software.

**"Support"**                  means the support and assistance provided by Online50 to you relating to the use of the Software Product in accordance with this Agreement.

**"Specific Terms"**           means any additional terms and conditions applicable to a particular Software Application or Internet Service or service component of the Application Service that we may specify from time to time.

**"Start Date"**               means the date of this Agreement effected by your acceptance of its terms and use of the Software Product.

**"Term"**                     means the effective term of this Agreement.

**"Website"**                  means any website we provide as part of providing the Internet Services

**2. Your use of Online50 Software**

2.1.    We grant a non-exclusive licence to you to use the Licensed Functionality provided by the object code of the Online50 Software for the Licensed Use and subject to the Licensed Capacities in accordance with this Agreement, any Product Specific Terms and the Documentation for the Software Product. You may not use the Online50 Software in any other way.

2.2.    To use the Online50 Software you must have a valid licence. To obtain a licence you must supply relevant registration information. Without this information you cannot be granted a licence. Once you have been granted a licence, we or your supplier may supply you with an 'activation code' that needs to be entered into the product to enable the Online50 Software to provide the Licensed Functionality. This code may be automatically obtained by the Online50 Software when it has a connection to the Online50 Systems. Depending on the details of the Licensed Capacities certain tasks may need to be registered as consuming part of the Licensed Capacity. To register the consumption of the Licensed Capacity relevant usage information must be gathered and transmitted to us. When the licence is renewed or updated a new code may need to be obtained and entered into the software. If the Online50 Software cannot determine that use is properly licensed some or all of the Licensed Functionality may cease to function until such time as it can confirm that it is properly licensed by access to an activation code.

2.3.    If we provide a Software Product to you for the purposes of evaluation or testing the Online50 Software is still licensed and still needs to be registered and the agreed Licensed Functionality and Licensed Capacities activated in order to provide the Licensed Functionality which can only be used according to the Licensed Use.

2.4.    The Online50 Software may include technology that enables us to:

2.4.1.    check specific information directly relevant to your use of the Software Product on your End User Equipment against our records to make sure the Software Product is being used in accordance with this Agreement and to troubleshoot any problems;

2.4.2.    check for, and allow the installation of, any updates to the Online50 Software available which may require the collection about details of the equipment you are using to run the Online50 Software; and

2.4.3.    collect information about how you and your authorised End Users use the Licensed Functionality of the Software Product;

2.4.4.    gather statistical information about the End User Equipment on which the Software is installed; and

2.4.5. collect information in regard to a software fault that may include details of the environment that the software is running in as well as information about the software state and the sequence of events leading up to the fault;

By accepting this Agreement you are giving us your informed consent to use this information in accordance with our Data Processing Agreement and Privacy Notice.

2.5. You have no rights to sublicense, subdivide, transfer or resell a licence granted by us. The licence is granted to the Licensee and is not transferrable or assignable.

2.6. You must not:

2.6.1. make the Online50 Software available for anyone else to install or use in any way, or give anyone else any right (of any kind) to distribute, use or benefit from the Online50 Software in any way unless we have told you in writing that you can. For example, you may not allow anyone other than and End User authorised under this agreement to have access to the Online50 Software and you cannot provide use of or access to the Online50 Software as part of a service you provide to others;

2.6.2. use (or try to use) the Software in a way which we have not specifically allowed. For example, you must not use the Online50 Software for Revenue Generating Use unless the Licensed Use of your Software Product includes Revenue Generating Use;

2.6.3. use the Online50 Software to help you develop your own software;

2.6.4. Except to any limited extent as may be otherwise specifically provided by applicable law, you may not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, underlying ideas, underlying user interface techniques or algorithms of the Online50 Software by any means whatsoever, directly or indirectly, or disclose any of the foregoing. To the extent you may be expressly permitted to decompile under applicable law in order to achieve operability of the Online50 Software with some other software program, or to remedy a defect in the Online50 Software, you agree that you shall first request us to provide a remedy or information that enables you to enact a remedy. We have the right to impose reasonable conditions and to request a reasonable fee before providing such information or remedy. Any information or revised software supplied by us or obtained by you under this clause 2.6.4 may only be used by you for the purposes allowed in this clause 2.6.4 and may not be disclosed to any third party or used to create any software which is substantially similar to the expression of the Software;

2.6.5. copy any part of the Online50 Software, or allow anyone else to. This clause 2.6.5 does not limit your ability to take multiple copies of your Application Data

2.7.    You acknowledge that you are fully responsible for obtaining and maintaining any End User Equipment required to make use of the Software Product.

2.8.    Where the Licensed Functionality makes use of Online Services and these are not provided by the Online50 Systems you acknowledge that we have no control over the provision and operation of such systems and acknowledge that in some cases you may need to make separate arrangements for use of those Online Services. You further acknowledge that to make use of these services the Online50 Software may be providing information

2.9.    Where the Software Product includes Licensed Capacities and these are consumed certain features and functions of the Software Product that are subject to these Licensed Capacities may no longer be available. If you have consumed your Licensed Capacities you will need to have more capacity issued to you.

**3.    Your Obligations and Warranties.**

3.1.    You agree to pay all Licence Fees as they fall due.

3.2.    You are responsible for maintaining the End User Equipment in good order and working condition and not to keep the End User Equipment to at or above the minimum specifications as published by us from time to time.

3.3.    You undertake at all times during the Term to:

3.3.1.    obtain all necessary governmental and other regulatory consents necessary for import and export purposes and comply with all laws and regulations relating to your use of the Software Product and to keep us informed of any changes in such laws or regulations which might affect the supply of the Software Product;

3.3.2.    indemnify us fully and hold us harmless in respect of any losses, costs or other expenditure resulting directly or indirectly from any breach of this Agreement by you or any claim by any third party against us arising from your acts or omissions or any loss or damage suffered by you as a result of the acts or omissions of any End Users;

3.3.3.    co-operate with us in relation to this Agreement;

3.3.4.    provide all information as we may reasonably require in order to provide the Software Product to you including Registration Data and Usage Data;

3.3.5.    notify us in writing of any defect or alleged defect in the Online50 Software within 5 days of the date you become aware of it;

3.3.6. do nothing which would in any way adversely affect our rights in our Marks or our reputation or business;

3.3.7. do all such things as we may require reasonably require of you to protect our interests at our expense;

3.4. In the event that you are in breach of any of your obligations under this Agreement, then:-

3.4.1. we will not be responsible should the Software Product fail to comply with specification as a direct or indirect consequence of your breach and no refund of fees paid by you for the Software Product will accrue on account thereof;

3.4.2. we will be entitled to charge you for our time engaged on rectifying any resulting problems at our standard charge rates for the time being; and

3.4.3. we may terminate or suspend Support in relation to the Software Product without prejudice to any pre-existing rights and obligations of either party.

3.5. You represent, warrant and undertake that:

3.5.1. you have and will during the Term have the legal right and authority to place and use and have used any End User Equipment as contemplated under this Agreement;

3.5.2. you will use the Online50 software only for lawful purposes and in accordance with this Agreement; and

3.5.3. any software, data, equipment or other Materials provided by you to us or employed by you in your use of the Software Product will not infringe any Intellectual Property Rights of any third party; and

3.6. In the event of any breach of any of the foregoing representations or warranties, in addition to any other remedies available at law or in equity, we will have the right to suspend immediately any licence if deemed reasonably necessary by us to protect the proper interests of us or our other Licensees. If practicable and depending on the nature of the breach, we may at our absolute discretion give you an opportunity to remedy any breach and will promptly restore the licence for the Software Product once such breach has been remedied.

4. **Support**

4.1. We will respond to user reports regarding operation of the software and classify them accordingly. According to the classification of the report we may schedule work to

remedy a defect, change the way in which the software operates, or introduce a new feature.

4.2.	To allow us to evaluate any user report we will need sufficient information and so all user reports should be in writing.  If we do not have sufficient detail to allow us to investigate we will ask for the user report to be clarified and/or for more detail to be provided.   You acknowledge that we cannot investigate any report that is insufficiently detailed.

4.3.	The provision of user support services that go beyond the scope of this clause 4 are not included in this Agreement.

**5.	Our Rights, Obligations and Warranties.**We warrant that we have created the Online50 Software with professional care and skill and that it will perform substantially in accordance with the product Documentation if used in accordance with this Agreement and the Documentation.  If within 30 days of the Start Date of this Agreement you notify us in writing that the Online50 Software does not comply with this warranty and you assist us in verifying this, we will either provide replacement software to correct the problem or immediately terminate this agreement and refund to you (or instruct your supplier to refund to you) the fee you paid for the licence.

5.1.1.	provide Support during Business Hours and promptly respond to requests from you to investigate any malfunction in the Software Product reported by you;

5.1.2.	give you not less than 14 days' written notice of additions and changes to the Service Regulations;

5.2.	We warrant and undertake that:

5.2.1.	we will use our reasonable efforts to provide the Software Product and to exercise professional care and skill and in accordance with the terms of this Agreement;

5.2.2.	we have full right power and authority to provide the Software Product to you in accordance with the terms of this Agreement; and

5.2.3.	we have all requisite registrations under UK legislation to provide the Software Product and we will maintain such registrations throughout the Term and will comply with the provisions of such legislation.

5.3.	Except for the express warranties set forth in this clause 5, the Software Product is provided on an "as is" basis, and your use of the Software Product is at your own risk.  We do not make, and hereby disclaim, any and all other express and/or implied

warranties, statutory or otherwise, including, but not limited to, warranties of merchantability, fitness for a particular purpose and any warranties arising from a course of dealing, usage, or trade practice.  We do not warrant that the Software Product will be error-free.

5.4.    We do not and cannot control the flow of data outside our network, including your End User Equipment and other portions of the Internet.  At times problems in your own End User Equipment or other data transmission networks can disrupt the flow of information.  Although we will use commercially reasonable efforts to take all actions we deem appropriate to remedy and avoid such events, we cannot guarantee that such events will not occur.  Accordingly, we disclaim any and all liability resulting from or related to such events.

5.5.    We have the right at any time during the Term:-

5.5.1.  to modify the specification of, or introduce an update or upgrade to, or a new version of, any Online50 Software.  We will endeavour to give you one calendar months' notice of any such modification that in our sole opinion will substantially affect the performance or functionality of any Software Product but otherwise we will have no obligation to notify you of any such modification;

5.5.2.  to withdraw any Licensed Features from a Software Product or a particular version of a Software Product at our sole discretion and will give you at least one calendar months notice of any such withdrawal;

5.5.3.  to invoice you if on investigation we are of the reasonable opinion that any request from you for Support has arisen other than in relation to the provision of Support as outlined in clause 4 that is not covered by any other agreement.  Where this work relates to the investigation of an issue at your request which could have been an issue with the Software Product but turns out not to be (including, without limitation, not following the Documentation or an issue with the End User Equipment) we will charge a standard fixed fee for the investigation according to our standard charges prevailing at the time.  Where this work relates to matters that are outside the scope of our responsibilities (including, without limitation, support for your own equipment or for unsupported software applications) we shall charge on a time and expenses basis calculated at our then prevailing standard rate for providing the necessary services.  We will use our best endeavours to identify this as quickly as possible and inform you of any charges which will be raised but due to the nature of troubleshooting it will not always be possible to identify this before work has been completed;

5.5.4.  to use your name and logo in the course of our marketing and promotion of our business and the Internet Services.  Where such use is intended to be in the public domain we will ask for your approval before use.

**6.     Loss of Materials and Data**

6.1.    You are responsible for all risks of loss of or damage to your Materials and data except for loss or damage caused by the negligence of us or our agents or subcontractors.

6.2.    You indemnify us against all claims and proceedings and all liability loss costs and expenses incurred in connection with this Agreement made or brought by any person in respect of any loss damage or distress caused to that person by breach of the provisions of this clause or the Data Protection Act 2018 ("the Act") by you your staff or your agents.

6.3.    The processing of Data, including Personal Data, is governed by our Data Processing Agreement which forms part of these terms.

6.4.    You agree to comply with any and all operating, management and control processes agreed between us in respect of the use of the Software Product and provision of Support so far as they are applicable.

6.5.    You agree that we may disclose such information to our suppliers as may be required to provide the Software Product and Support.  Where such information is covered under the Act mentioned in 6.2 above then you agree that you have consented to this information being made available.

**7.     Price and Payment**

7.1.    We or your supplier will invoice you for the Software Product in advance of any initial licence being issued.

7.2.    All invoices will be due for payment in full upon presentation.

7.3.    Where the Licence Fees are payable on a recurring basis you will provide us with a payment mandate such that we may collect any sums due to us under this Agreement automatically.

7.3.1.  If the payment mandate supplied by you is not honoured or lapses we shall be entitled to charge interest and raise additional fees according to our Credit Control Policy as published by us from time to time.

7.4.    Any sums due to or quoted by us or specified herein are stated exclusive of any applicable taxes (including without limitation VAT), duties, fees or other government levies, delivery and insurance costs which may be incurred or imposed on or in

respect of the Software Product. If such monies become due in connection with the delivery of the Software Product they will be paid by you.

7.5. If there are multiple elements to of the Licence Fees arising from the chosen combination of Licensed Features, Licensed Use and Licensed Capacities then these will be itemised on your invoice. Unless detailed otherwise in any Product Specific Terms each element of the Licence Fees may be lowered to the minimum option, or cancelled if applicable, without terminating the other elements of the Licence Fees. For example when you renew a licence you may choose to renew at a lower capacity providing you have at least the minimum capacity needed for operating the Software Product. Any notice period required to reduce your Licence Fees will be detailed in the relevant Product Specific Terms. Unless detailed otherwise in the relevant Product Specific Terms you will have the option to pay a Cancellation Fee in lieu of Notice to have any element of the Licence Fees cancelled immediately. Any Cancellation Fee raised in lieu of notice will be equivalent to the Licence Fee due for the notice period.

7.6. Late payment is dealt with in our Credit Control Policy as published by us from time to time. We will be entitled to charge interest on a daily basis on all overdue amounts and on outstanding interest from the date the amount became due until payment (both before and after judgement) at an annual rate 4% above the Base Rate for the time being in force of The Bank of England.

7.7. If you refuse to pay any element of the Licence Fees and these elements are able to be reduced in accordance with clause 7.5 we shall be entitled to treat this as a cancellation of those elements in accordance with clause 7.5 and raise any applicable fees for cancellation in lieu of notice. If the Software Product cannot be operated without the facilities provided by the element of the Licence Fees which you are refusing to pay for we shall have the right to suspend the Licence, and thus your right to use the Software Product, until such time as you agree to pay for the elements required to operate the Software Product.

7.8. The Licence Fees are subject to change at our sole discretion. We will provide you with at least 1 calendar months written notice of any change.

## 8. Term and Termination

8.1. This Agreement will commence on the Start Date with an initial term completing after the completion of the Licensed Period. Where you have agreed to enter into a subscription agreement for the Licence, at the end of the Licensed Period this Agreement will be automatically and continuously extended until terminated by either party giving to the other notice to terminate at the end of the Licensed Period ending at least one calendar month after the date in which such notice is given. Extension to

the term of this agreement, including the automatic extension in this clause, will be under the Terms and Conditions prevailing at the time of the extension.

8.2. We may terminate this Agreement by written notice to you according to our Credit Control Policy in the event that you fail to pay any amount due to us hereunder.

8.3. We may terminate this Agreement forthwith if you infringe or threaten to infringe any Marks or other Intellectual Property Right of Online50

8.4. Either party may terminate this Agreement immediately by written notice to the other party in the event that an order is made or a resolution is passed for the winding up of the other party, or if a provisional liquidator is appointed in respect of the other party, or if an administration order is made in respect of the other party, or if a receiver is appointed in respect of the other party or all or any of its assets or if the other party is unable to pay any of its debts within the meaning of Section 123 of the Insolvency Act 1986, or if any voluntary arrangement is proposed under Part 1 of the Insolvency Act 1986 in respect of the other party.

8.5. Either party may terminate this Agreement by notice in writing in the event that the other party is at any time in material breach of its obligations under this Agreement and fails to correct such breach within 30 days from receipt of written notice of intended termination.

8.6. You may terminate this Agreement providing notice in writing to terminate at the end of the next calendar month following the date such notice is received by us in the event that any changes to the terms of this Agreement (including all documents incorporated by reference) in accordance with clause 12.2 result in the Agreement becoming unacceptable to you.

8.7. In the event of a removal of functionality from the Software Product by us under clause 5.5.2 you may serve notice to terminate this Agreement within one calendar month of receiving notice from us of the removal of the functionality. The termination date of the Agreement will be at the end of the next calendar month following the date such notice is received by us.

8.8. If we are unable to continue to provide the Software Product for any reason we will provide notice to you that the Software Product will be withdrawn and the date of such withdrawal. If the date of the withdrawal is at least 12 months after the date of such notice then no credits or refunds will be due to you. If the date of the withdrawal is less than 12 months after the date of such notice and before the end of the date of the your Licensed Period then we or your supplier will credit you for any unconsumed Licensed Capacity for the period of time that the Software Product will be unavailable as a proportion of the Licensed Period.

8.9. Except for the cases outlined in clauses 5.1 and 8.8no credits or refunds are due to you if you terminate the Agreement early and any unpaid Licence Fees are still due for payment.

8.10. In the event of termination of this Agreement each party will promptly return to the other party all Materials in its possession or control which belong to the other party except to the extent necessary to enable either party to fulfil its continuing obligations.

8.11. The rights and obligations of each party which expressly or by implication are intended to continue after termination of this Agreement will survive and continue to bind each party, their successors and assigns.

**9. Limitation of Liability**

9.1. We will have no liability to you for any loss of profit, revenue, data or goodwill or for any liability of you to any third party.

9.2. Notwithstanding the generality of 9.1 above we expressly exclude liability for consequential loss or damage including but not limited to loss or damage to data or to other equipment or property, (whether or not the same may be in our care, custody or control) or for loss of profit, business, revenue, goodwill or anticipated savings.

9.3. Without prejudice to Clause 9.6 no matter how many claims are made and whatever the basis of such claims our maximum aggregate liability to you under or in connection with this Agreement in respect of any direct loss (or any other loss to the extent that such loss is not excluded by clauses 9.1 and 9.2 above or otherwise) whether such claim arises in contract or in tort will not exceed a sum equal to twice the sum paid by you for the elements of the Licence Fees in relation to which such claim arises.

9.4. You acknowledge that you have relied solely on your own judgement and not on that of Online50 in assessing whether any Software Product is fit for any particular purpose. You agree that you are in a better position to foresee and evaluate any loss you may suffer in connection with this Agreement and that the terms of this Agreement take into account the limitations and exclusions in Clauses 9.1, 9.2 and 9.3 and that you will effect such insurance as is suitable having regard to your particular circumstances and the terms of this Agreement.

9.5. Whilst we make all reasonable attempts to exclude defects and viruses from the Online50 Software and Online50 Systems we cannot ensure such exclusion and no liability is accepted by us for defects or viruses. You are recommended to use up to

date anti-virus software on all End User Equipment that is used to run the Online50 Software and to insure yourself against the risk of virus contamination.

9.6.    None of the clauses above will apply so as to restrict liability for death or personal injury resulting from the negligence of Online50 our employees or appointed agents.

**10.    Intellectual Property Rights**

10.1.   The Online50 Software will remain the property of us or the licensor that has granted us usage rights to allow us to include such software in the Software Product, and all title, copyright and other proprietary rights therein of whatever nature will remain vested in us or in the licensor of said software.

10.2.   You acknowledge that you obtain no Intellectual Property Rights whatsoever in the Online50 Software or the Online50 Systems or any part thereof or in any documents, drawings, charts, data, or computer programs by virtue of this Agreement.

10.3.   You will notify us of any claim which may be made against us alleging that the Online50 Software or the Online50 Systems or any part thereof infringes the Intellectual Property Rights of a third party as soon as you become aware of any such actual or potential claim.

10.4.   You will immediately bring to our attention any infringement or suspected infringement by any third party of any of the Intellectual Property Rights in the Online50 Software or the Online50 Systems or any part thereof of which you are aware and will at our request and expense take such action or assist us in taking such action as we may deem appropriate to protect such Intellectual Property Rights.

10.5.   In the event of any actual Intellectual Property Right infringements by the Online50 Software, your only remedy and our only liability will be, at our choice, either a refund of any monies paid for the offending portion of the Software Product or the replacement of such portions of the Software Product with equivalent non-defective or non-offending products.

10.6.   Your Materials will remain your property at all times and unless otherwise agreed in writing by the parties, any database right, copyright or other intellectual property right in any your Materials will be owned by you.

10.7.   Where Materials in which you own the copyright are made available to us by you for the provision of the Internet Services we will be entitled to reproduce and use such Materials in order to provide the Internet Services (and may authorise others to do the same) but for no other purpose. On the termination of this Agreement, any copies

of Materials made by us of which you own the copyright will be deleted or on your written request returned to you.

10.8. Your Data will remain your property at all times and unless otherwise agreed in writing by the parties, any database right, copyright or other intellectual property right in any of your Data will be owned by you.

**11.     Confidential Information**

Each party will not disclose confidential information to any third party and will only release confidential information to those of its employees as have a need to know. Each receiving party will treat confidential information with the same degree of care as it treats information of its own which it would not wish to be disclosed.

**12.     General**

12.1. Subject to Clause 12.2, this written Agreement together with the other documents that are referenced herein, constitutes the entire agreement between the parties relating to the subject matter hereof and neither party has relied on any representation made by the other party unless such representation is expressly included herein.  It is further agreed that this Agreement supersedes any previous agreement or proposal and any other representation or matter relating to the Internet Services or any other matter referred to herein.  Nothing in this Clause 12.1 will relieve either party of liability for fraudulent misrepresentations and neither party will be entitled to any remedy for either any negligent or innocent misrepresentation except to the extent (if any) that a court of competent jurisdiction or arbitrator may allow reliance on the same as being fair and reasonable.

12.2. No change, alteration or modification to this document will be valid unless in writing and signed by duly authorised representatives of both parties.  Other documents which are incorporated into this Agreement by reference may be changed by Online50 giving you at least three (3) months notice of any proposed change.  For the avoidance of doubt the automatic extension of the term of this Agreement in clause 8.1 is under the terms and conditions prevailing at the time of the extension and so new terms and conditions published by us will come into effect in the calendar month following their publication, or at an earlier date by way of a signed acceptance under this clause.

12.3. If any provision of this Agreement or part thereof is or becomes void for whatever reason, it is deemed deleted and the remaining provisions will continue in full force and effect.

12.4. Your rights and obligations under this Agreement are personal to you and you undertake that you will not, without the prior written consent of Online50, assign, lease, charge, sub-license, or otherwise transfer such rights and obligations in whole or in part.

12.5. We reserve the right to sub-contract any of the work required to fulfil our obligations under this Agreement.

12.6. Any notice given pursuant hereto may be served personally, sent by pre-paid registered letter or recorded delivery, or by email to, in the case of Online50 our trading address or if by email subscriptions@online50.net and, in the case of you, the address (whether postal or email) supplied by you for the purposes of invoicing. Such notice will be deemed to have been duly served upon and received by the addressee, when served personally, at the time of such service or, when posted, on the date of the proof of delivery, or, if by email, at the time the receiving email system provides a delivery receipt.

12.7. Neither party will be liable for any loss suffered by the other party or be deemed to be in default for any delays or failures in performance hereunder (other than in relation to payment) resulting from acts or causes beyond its reasonable control or from any act of war, terrorism, extreme weather or environmental conditions, natural disasters, acts or regulations of any governmental or supra-national authority.

12.8. Any delay or forbearance by either party in enforcing any provisions of this Agreement or any of its rights hereunder will not be construed as a waiver of such provision or right thereafter to enforce the same.

12.9. Clause headings have been included in this Agreement for convenience only and will not be considered part of, or be used in interpreting, this Agreement.

12.10. This Agreement will be governed by the laws of England and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

**Schedule 1: Licensed Use Categories**

The following standard categories for Licensed Use have been defined. Your Software Product may have additional categories of Licensed Use defined.

| | |
|---|---|
| **"Personal Use"** | Use by a Licensee that is a private individual for their own purposes, excluding use that supports any activity for which they are paid. |
| **"Not-for-Profit Use"** | Use by a Licensee that is run as a not-for-profit entity or charity, or their assigned End Users, for the purposes of the Licensee or in support of their charitable objectives excluding use that supports any activity which directly generates income. |
| **"Commercial Use"** | Use by any Licensee, or their assigned End Users, for the purposes of the Licensee excluding use that supports any activity which directly generates income. |
| **"Academic Use"** | Use by any Licensee that is a recognised educational establishment or a student at a recognised educational establishment, or their assigned End Users who are teaching staff of the establishment for the purposes of teaching or studying a course leading to recognised qualification, including where the course generates income for the Licensee. |
| **"Revenue Generating"** | Use by any Licensee, or their assigned End Users, for the purposes of the Licensee including use that supports any activity which directly generates income. |
| **"Local Government Use"** | Use by any Licensee that is a local government, or their assigned End Users, for the purposes of the Licensee including to support the delivery of services by the Licensee to the community it serves. |
| **"Central Government Use"** | Use by any Licensee that is a national, supra-national or federal government, or their assigned End Users, for the purposes of the Licensee including to support the delivery of services by the Licensee to the communities it serves. |

**Schedule 2: Licensed Capacities Common Definitions**

The following standard Licensed Capacities have the meaning shown below unless an alternative definition is given in Specific Product Terms. Licensed Capacities may not be relevant to all licences.

**"Installation Node"**     A computing device on which the Online50 Software has been installed. If you want to install the Online50 Software on multiple computers you will need to have enough Installation Node capacity to cover each computer.

**"Named User"**     A designated Natural Person who is an authorised End User with rights to use the Software Product. If you want multiple individual people to be able to use the Software Product, and your licence stipulates a Licensed Capacity for Named Users you will need enough Named User capacity to cover all users.

Any Named User can only use the software on one computing device at a time.

**"Simultaneous User"**     The number of users that can be using the Software Product at the same time. If your Software Product stipulates a Licenced Capacity for Simultaneous Users you will need enough Simultaneous User capacity to cover the maximum number of users that will be using the Software Product at the same time.

Some Software Products may specify both Named User and Simultaneous User capacities, some may specify neither, but usually your Software Product will specify one or the other.