

## **ADLIB Licensing Agreement**

This document, inclusive of its recitals, (hereinafter the "Sub-Agreement") is entered into by and between:

- a. ADLIB INFORMATION SYSTEMS LIMITED, with offices at 11 Pine Court, Kembrey Park, Swindon, SN2 8AD, United Kingdom, hereinafter called "AIS"; and
- b. **[CLIENT name]**, with registered offices at XXXXXXXXX in XX, represented by XXXXXXXXXXXXXXXXXXXXXXXXXXXX, hereinafter called the "CLIENT")

both jointly hereinafter referred to as the "parties",

effective from ..... (the "Commencement Date").

WHEREAS:

- (i) Parties have agreed that AIS will provide the CLIENT with the ADLIB service as specified in the Agreement as defined, of which this Licensing Agreement forms part;
- (ii) Usage rights are granted by AIS to the CLIENT for the use of the ADLIB products;
- (iii) Parties wish to record the terms under which these usage rights are granted in this Sub-Agreement.

The parties agree the following:

### **1. Sub-Agreement, Framework Agreement and Agreement**

'Framework Agreement' shall mean the Frame Agreement between the parties whose Effective Date is stated as .....

This Sub-Agreement, together with the Framework Agreement shall, together with any other sub-agreements linked to the Framework Agreement, form the 'Agreement'.

The terms and conditions of this Sub-Agreement are in addition to the terms and conditions set out in the Framework Agreement between the parties which shall also apply unless expressly stated otherwise herein. Terms and conditions of any other sub-agreement forming part of the Agreement shall only apply to this Sub Agreement if and to the extent expressly referred to herein or therein.

### **2. Intellectual Property**

Copyright and all other intellectual property rights relating to all ADLIB products and/or materials which form part of the agreed ADLIB service, such as user documentation, product descriptions and any modifications in connection with maintenance etc. are held solely by AIS and/or its licensors. The CLIENT will only acquire those usage rights which are expressly granted in this Licensing Agreement.

### **3. Licence and restrictions**

- 3.1 AIS grants the CLIENT the conditional (see clause 4. hereof) non-exclusive non-transferable right to use the version(s) of the Adlib products and user documentation specified in Appendix A for an indefinite period at the location specified therein for the one-off fee specified there. AIS will supply the ADLIB products to the CLIENT in accordance with the terms as set out in Appendix A.
- 3.2 The usage right is granted with the restriction that the CLIENT will only use the ADLIB products in the execution and in support of the CLIENT's customary business activities, in accordance with the (latest) user documentation which always applies to the versions/releases of the ADLIB products in use.
- 3.3 All costs resulting from improper use or from use contrary to the (latest) user documentation for the ADLIB products concerned by the CLIENT will be borne entirely by the CLIENT.
- 3.4 The CLIENT is not permitted to reproduce and/or make copies of the ADLIB products and the associated user documentation other than for back-up purposes and may not allow third parties access to them and/or publish them, except when the ADLIB products contain functionality which expressly state that third parties may make use of that functionality via web access. If the CLIENT breaches this provision, the CLIENT will be required to pay AIS an immediately payable fine of £25,000 per established breach. This payment is without prejudice to AIS's right to recover from the CLIENT the entire loss suffered as a result.
- 3.5 The CLIENT is not permitted to include the ADLIB products provided to it or any part thereof in any program or product which will be available to third parties other than with AIS's express written permission or except where such cannot by law be excluded.
- 3.6 The CLIENT is not permitted to sell, rent, sublicense, dispose of or establish restricted rights in the ADLIB products and associated user documentation or the media on which they are located, or make them available to a third party in any way for any purpose. The Term 'third party' also refers to a (public) corporate entity, a company or a (semi-governmental) organisation with which the CLIENT collaborates or starts collaborating, in which the CLIENT participates or starts participating or of which it has and/or acquires (partial) ownership. The sanction(s) specified in clause 3.4 of this Sub-Agreement will apply correspondingly.

### **4. Conditional Licence**

The usage rights granted to the CLIENT by AIS in this Licensing Agreement are only granted on condition that the CLIENT complies with all its obligations to AIS under the Agreement and the Sub-Agreements. The sanction(s) specified in clause 12.5 of the Framework Agreement will apply correspondingly.

### **5. Protection and Security**

The CLIENT acknowledges and accepts that the ADLIB products provided to the CLIENT under licence (as described in the Sub-Agreements and Appendices) represent a major financial value to AIS. The CLIENT guarantees that the supplied

ADLIB products will be protected with security measures sufficient to ensure that the ADLIB products cannot be unlawfully reproduced, published or used.

## **6. Back-ups**

6.1 The making, checking and managing of back-ups of the software, the configuration files and the data which is made accessible to the CLIENT by the ADLIB products will remain the responsibility of the CLIENT at all times and is expressly **not** part of the ADLIB services described in this Sub-Agreement. AIS urgently recommends that the USER make daily back-ups and regularly checks these for reliability.

6.2 AIS is not liable for loss resulting from back-ups of ADLIB products, applications, configuration files and/or from data being missing or unusable.

## **7. Right to Use New Versions Provided under Maintenance**

As long as a valid Maintenance Agreement is in force between the parties for the ADLIB products AIS will also grant the CLIENT the conditional (see clause 4 hereof) non-exclusive non-transferable right to use the new versions of the ADLIB products and user documentation specified in **Appendix A** which thereby become available for an indefinite period for use in the location(s) specified in **Appendix A**.

## **8 Warranty**

8.1 The ADLIB products come with a warranty for the CLIENT. AIS warrants to the CLIENT for a period of three (3) months following the signing of this Sub-Agreement that the ADLIB products when used in accordance with the user documentation included with the ADLIB products will perform substantially in accordance with its functional specifications as set out in the user documentation. The CLIENT recognises that the size of the ADLIB products is such that the presence of a Bug in the ADLIB products cannot be ruled out and that AIS does not warrant that operation of the ADLIB products will be uninterrupted or error free. The CLIENT's claims and AIS's liability with regard to the warranty period are limited solely to compliance with AIS's obligation to resolve any Bug reports specified above in accordance with clause 8.2 below.

8.2 For the period of the warranty the CLIENT will inform AIS as soon as possible and provide documented evidence of any Bug which it uncovers in the ADLIB products and/or the associated products/user documentation during the warranty period. AIS and/or its licensors will endeavour to reproduce the Bug using the information provided by the CLIENT and, if found, to correct or resolve the error within a reasonable period of time.

8.3 If AIS and the CLIENT have entered into a Maintenance Agreement as an additional Sub-Agreement under the Agreement, after the expiry of the warranty period any Bug will be dealt with in accordance with the 'table of services and standard service levels' as set out in the Maintenance Agreement.

## **9. Escrow**

AIS licenses the ADLIB Products from its parent company ADLIB INFORMATION SYSTEMS B.V. which has itself deposited the source code of the ADLIB products

for the benefit of clients in general in an ESCROW deposit with NCC Group. The CLIENT can join this ESCROW arrangement if it so wishes directly but such will be at an additional cost and will be a matter between NCC Group and the CLIENT. AIS can provide details for the CLIENT if requested to do so by the CLIENT.

**10. Commencement Date**

The Commencement Date of this Sub-Agreement is stated as such on the first page hereof.

IN WITNESS WHEREOF this Agreement is entered into by the parties in two original copies signed by their duly authorised representatives.

Signed for and on behalf of  
ADLIB Information Systems Limited

Signed for and on behalf of  
**[CLIENT name]**

By: .....

By: .....

Name: .....

Name: .....

Date: .....

Date: .....

**Appendix A** to Licensing Agreement (licences to be granted for ADLIB software and documentation and for what fee)

The table below specifies which ADLIB products and what associated user and management documentation will be supplied to the CLIENT by AIS under this Sub-Agreement, on which media and for what fee:

Products	Name/version	Licence fee
a. Program	...	...
b. UserDoc	...	...
c. Managerdoc	...	...
...		

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CLIENT's location(s)
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