



General Software License Agreement

Software Solutions

MAPLE, ATOM, OCR, CIM, AUDITOR, FDW, INDUCTION
Developed Solutions Commercial and Bespoke

Ambinet Limited

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The Software Solutions, MAPLE, ATOM, OCR, CIM, AUDITOR, FDW, Commercial or Bespoke developed and deployed by Ambinet Limited and its subsidiaries will hereby be referred to collectively as 'Software'. This Software License is made by Ambinet Limited, 34 Cliveland Street, Birmingham B19 3SH to the Customer as an essential element of the services to be rendered by Ambinet Limited as defined in the system specification and any associated documents and agreement.

The Customer and Ambinet Limited agree that this Software License is deemed to be part of, and subject to, the terms of the Agreement for both parties and becomes applicable on issuing of a valid purchase order.

LICENSE GRANT AND OWNERSHIP

1. Ambinet Limited hereby grants to Customer a perpetual, non-exclusive, non-transferable license to all software for Customer's use in connection with the establishment, use, maintenance and modification of the system implemented by Ambinet Limited. *Software* shall mean executable object code of software programs and the patches, scripts, modifications, enhancements, designs, concepts or other materials that constitute the software programs necessary for the proper function and operation of the system as delivered by the Ambinet and accepted by the Customer
2. Except as expressly set forth in this paragraph, Ambinet Limited shall at all times own all intellectual property rights in the software. Any and all licenses, product warranties or service contracts provided by third parties in connection with any software, hardware or other software or services provided in the system shall be delivered to Customer for the sole benefit of Customer
3. Customer may supply to Ambinet Limited or allow it to use certain proprietary information, including service marks, logos, graphics, software, documents and business information and plans that have been authored or pre-owned by Customer. All such intellectual property shall remain the exclusive property of the Customer and shall not be used by Ambinet for any purposes other than those associated with delivery of the system

COPIES, MODIFICATION, AND USE

1. Customer may make copies of the databases and data stores in file or SQL backup file formats used as part of the Software for archival purposes and as required for modifications to the system carried out by Ambinet Limited. All copies and distribution of such backup files shall remain within the direct control of Customer and its representatives
2. Customer may make modifications to the SQL stored procedure source code version of the software, if and only if the results of all such modifications are applied solely to the system. In no way does this Software License confer any right in Customer to license, sublicense, sell, or otherwise authorise transfer to its subsidiaries or associated organisations the use of the software, whether in executable form, source code or otherwise, by any third parties, except in connection with the use of the system as part of Customer's organisation to which the system was sold at the time of the purchase
3. All express or implied warranties relating to the software shall be deemed null and void in case of any modification to the software made by any party other than Ambinet Limited

WARRANTIES AND REPRESENTATIONS

Ambinet Limited represents and warrants to Customer that:

1. it has all necessary rights and authority to execute and deliver this Software License and perform its obligations hereunder and to grant the rights granted under this Software License to Customer;
2. the goods and services provided by contractor under this Software License, including the software and all intellectual property provided hereunder, are original to Ambinet Limited and its subsidiary companies and partners; and
3. the software, as delivered as part of the system, will not infringe or otherwise violate the rights of any third party, or violate any applicable law, rule or regulation
4. Ambinet Limited further represents and warrants that, throughout the System Maintenance Period, the executable object code of software and the system will perform substantially in accordance with the System Specifications and Agreement. If the software fails to perform as specified and accepted all remedies are pursuant to the policies set forth in the Specification and in the Agreement. No warranty of any type or nature is provided for the source code version of the software which is delivered as is
5. Except as expressly stated in this Agreement, there are no warranties, express or implied, including, but not limited to, the implied warranties of fitness for a particular purpose, of merchantability, or warranty of noninfringement of third party intellectual property rights

INDEMNIFICATION

1. Ambinet Limited hereby indemnifies and shall defend and hold harmless Customer, its parent companies and its and their subsidiaries, affiliates, officers, directors, employees, agents and subcontractors from and against all liability, damages, loss, cost or expense, including but not limited to reasonable attorneys' fees and expenses, arising out of or in connection with any breach or alleged breach of the Agreement or any third party claims that the software or system here provided by Ambinet Limited infringes or otherwise violates any rights of any such third party
2. Customer hereby indemnifies and shall defend and hold harmless Ambinet Limited, its and their subsidiaries, affiliates, officers, directors, employees, agents and subcontractors from and against all liability, damages, loss, cost or expense, including but not limited to reasonable attorneys' fees and expenses, arising out of or in connection with any third party claims that Customer's use of the software in contravention of the grant of rights infringes or otherwise violates any rights of any such third party
3. Upon the assertion of any claim or the commencement of any suit or proceeding against an indemnitee by any third party that may give rise to liability of an indemnitor hereunder, the indemnitee shall promptly notify the indemnitor of the existence of such a claim and shall give the indemnitor reasonable opportunity to defend and to settle the claim at its own expense and with counsel of its own selection. The indemnitee shall cooperate with the indemnitor, shall at all times have the right full to participate in such a defense at its own expense and shall not be obligated, against its consent, to participate in any settlement which it reasonably believes would have an adverse effect on its business



ACCEPTANCE, TRANSFER AND TERMINATION

1. For the customer, issuing of a valid purchase order and the subsequent deployment of any Software provided by Ambinet Limited automatically constitutes an acceptance of this Agreement, which is also available on Ambinet's website - www.ambinet.co.uk
2. This License Agreement will automatically terminate upon the disassembly of the any system provided, deployed and maintained by Ambinet Limited as cited above, unless the system is reassembled in its original configuration
3. Ambinet Limited may terminate this license upon notice for failure to comply with any of terms set forth in this Software License Agreement. Upon termination, Customer is obligated to immediately destroy the software, including all copies, backups and modifications