SOFTWARE LICENSE

This software license (hereinafter "Agreement") is an agreement (End User License Agreement, EULA) between you an individual, organisation or commercial entity (hereinafter "LICENSEE") and CPL Systems Limited of Dunston Innovation Centre, Dunston Rd., Chesterfield S41 8NG United Kingdom (hereinafter "CPL") for any or all of the software applications which contain and display this license document and which may also include electronic documentation, associated media, printed documentation and other printed materials (hereinafter "PRODUCT" or "PRODUCTS") and by installing, copying or otherwise using the PRODUCT or any updates to the PRODUCT you agree to all the terms and conditions of this Agreement set out below in their entirety, and if you do not agree to the terms and conditions of this Agreement in their entirety do not install or use the PRODUCT, terminate the installation process immediately and completely remove PRODUCT including all of its program files, installation files, ancillary files, documentation files and any other PRODUCT files from all your computer systems on which it is installed.

1. LICENSE GRANT

This software license Agreement by and between CPL and LICENSEE (collectively "the PARTIES") supersedes all previous obligations between the parties and governs the licensing, support and use of the PRODUCT by the LICENSEE whereby CPL grants LICENSEE a non-exclusive, non-transferable limited-use license to use the PRODUCT only and strictly under the terms and conditions of this Agreement. The initial license term is one year at the end of which the license will automatically renew itself annually at the Anniversary date stated in CPL's invoice for successive one year periods indefinitely irrespective of the PRODUCT being in use until its termination in the manner provided in section 8.6 of this Agreement. Changes to the anniversary date may only be executed by CPL or with the agreement of CPL in writing after which the new Anniversary date shall apply.

2. PAYMENTS AND TAXES

Prices are as indicated in CPL's invoice and CPL will accept payments in US Dollars or Pounds Sterling by cheque, wire or PayPal or by any other means agreed in writing between the parties and LICENSEE shall pay license and support fees promptly within 30 days of invoice which will be raised between 60 and 90 days prior to the anniversary date and payment of which shall signify acceptance by LICENSEE of all of the Terms and Conditions herein and failure to do so will remove any obligation on the part of CPL to provide the support services hereunder until such time as payment is received in full by CPL while not removing the obligations of the LICENSEE hereunder to pay outstanding amounts in full in addition to any interest accruing for late payment and all of CPL's costs in pursuance of the outstanding amounts. Invoices remaining unpaid at the due date shall accrue an interest surcharge of 0.5% of the outstanding amount for each day past the due date for which they remain unpaid. Support fees are payable in advance of the anniversary date in annual increments for the whole of the period for which the PRODUCT is licensed up to and including the date of termination without refund and in addition LICENSEE shall pay all import duties, use taxes, sales taxes, value added taxes and any other duties and taxes levied on the licensing, shipping, purchasing or use of the PRODUCT.

3. LOCATION AND REPRODUCTION

The PRODUCT is only to be used by, for or on behalf of LICENSEE on a single specific computer (hereinafter "System") and on written consent of CPL LICENSEE may move the PRODUCT to another software-compatible System provided that LICENSEE shall de-install the PRODUCT from the original System. If any license fee for the use of the PRODUCT on the new System as specified on CPL's then current price list exceeds the then current license fee for the original System LICENSEE shall pay the difference to CPL within thirty days of its installation on the new System. LICENSEE may reproduce the PRODUCT for back-up and disaster recovery purposes and may have the PRODUCT loaded on a disaster recovery server for emergency recovery or recovery testing but PRODUCT may not be otherwise duplicated or copied except for archive purposes, program error

verification or to replace defective media, furthermore all copies must bear the copyright notices contained in the original.

4. OWNERSHIP AND CONFIDENTIALITY

CPL warrants and LICENSEE acknowledges and agrees that CPL PRODUCT including all standard release thereof and any related patents trademarks copyrights, trade secrets or other proprietary information technologies methodologies or software architecture are the exclusive and commercially valuable proprietary PRODUCT and intellectual property of CPL and LICENSEE acknowledges and agrees that CPL has invested substantial time and economic resources in the design and development of the PRODUCT which required the efforts of skilled software development experts and that CPL treats the PRODUCT as confidential and the PRODUCT constitute trade secrets regardless of whether the PRODUCTS are or may be copyrighted or patented. Title, full ownership and all proprietary rights to CPL's PRODUCT shall remain with CPL and the LICENSEE shall have no right, title or interest to the PRODUCT except LICENSEE has the right to use the PRODUCT for its own business or other application as set forth in this Agreement and furthermore the LICENSEE understands that prior to delivery of the PRODUCT CPL has acted to protect it's ownership rights by embedding PRODUCT license keys, serial numbers, concurrent user limitations, monitored object limits, useage monitoring, expiration dates, license monitoring, current release version checking, anti-piracy software and other devices in the PRODUCT but that such devices will not substantially interfere with normal and authorised use of the PRODUCT by the LICENSEE. LICENSEE shall not and has no right to make any claim or representation of LICENSEE's ownership or deny or challenge any claim of CPL's ownership of the PRODUCT; or make adaptations or derivative works of the PRODUCT; or examine, disclose, copy, modify, decompile, reverse engineer, emulate, visually display or reduce the PRODUCT; or sell, assign, transfer, sub-license, sublease, distribute or disclose the PRODUCT, the use of the PRODUCT or any portion of the PRODUCT, to any other person corporation or other entity; or permit access to or use of the PRODUCT by third parties including but not limited to consultants; or take any other act which jeopardizes CPL's rights or interests in the PRODUCT. LICENSEE shall use all reasonable efforts to confine knowledge and use of the PRODUCT solely to its employees who require such knowledge and use thereof in the ordinary course and scope of their employment with the LICENSEE and to IT consultants specifically retained by the LICENSEE provided that they require such knowledge and use thereof in the ordinary course and scope of their work. LICENSEE may reproduce the User Documentation and System Documentation and other related materials for its own use and at its own cost provided that all titles, logos trademarks, service marks and copyrights are also faithfully reproduced in full.

5. USE OF PRODUCT

LICENSEE acknowledges and agrees that CPL's role under this Agreement is solely that of a supplier and that it is solely the LICENSEE's responsibility to determine its own data processing needs and requirements and satisfy itself that the PRODUCT meet such needs and requirements and that furthermore the LICENSEE acknowledges and agrees that LICENSEE is responsible for the selection and use of the PRODUCT to achieve LICENSEE's objectives. LICENSEE hereby absolutely and unconditionally agrees to indemnify and defend CPL and to hold CPL harmless from and against any and all claims, liabilities, costs, expenses, actions arising made incurred or suffered directly or indirectly by any person from or in connection with LICENSEE's use or misuse, whether accidental or deliberate, of the PRODUCT.

6. WARRANTIES

CPL warrants that at the time of delivery, and for 30 days from the date of purchase by LICENSEE, the PRODUCT will be true copies of CPL's standard version of the PRODUCT as most recently released by CPL and that at the time of delivery the PRODUCT will function substantially according to CPL's PRODUCT documentation and the published specification for the PRODUCT and furthermore CPL shall use its best efforts to correct any errors in the PRODUCT and correct errors or omissions in the PRODUCT documentation at no additional cost to LICENSEE. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND ANY OTHER WARRANTIES WHETHER EXPRESSED IMPLIED OR STATUTORY AND CPL SHALL NOT BE LIABLE TO LICENSEE FOR LOSS OF

PROFITS OR SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES IN CONNECTION WITH THE SUPPLY, USE OR PERFORMANCE OF THE PRODUCT. CPL'S COMBINED LIABILITY (IF ANY) TO LICENSEE SHALL BE LIMITED TO AND SHALL NOT EXCEED THE MONIES PAID BY LICENSEE TO CPL PURSUANT TO THIS AGREEMENT. Should the PRODUCT fail to operate as described above during the warranty period CPL may at its own sole discretion take such corrective action as it deems appropriate or it may terminate this Agreement by returning all monies received from LICENSEE hereunder after which LICENSEE shall not allow the PRODUCT to be used again and CPL shall have no further liability to LICENSEE. Except for an action for non-payment, indemnification or contribution no action arising out of this Agreement may be brought by either party more than two years after the original cause.

7. LIMITATION OF REMEDIES

CPL's liability in contract, tort or otherwise arising out of or in connection with the PRODUCT, PRODUCT support or LICENSEE's use of the PRODUCT shall not exceed a maximum total liability to LICENSEE for all damages in the amount of one thousand dollars ($1,000 USD).

8. POST WARRANTY OBLIGATIONS

8.1 At the initial licensing of the PRODUCT under this Agreement CPL shall furnish LICENSEE with standard releases of the PRODUCT and standard documentation and once furnished to LICENSEE all such standard releases shall be treated as part of the PRODUCT for interpretation of this Agreement. During the 30 day warranty period immediately following the initial licensing CPL shall maintain the PRODUCT in working order and make its best efforts to correct any problems brought to its attention by the LICENSEE in the manner set forth in this Agreement.

8.2 The LICENSEE will report all suspected problems with the PRODUCT to CPL by email in a timely manner and will assist CPL in the resolution of any suspected defects in the PRODUCT including the provision of information, error messages, screenshots, PRODUCT Trace Files, log files, Windows Event Logs, Dr Watson reports and other information at CPL's request and will not unreasonably withhold internet access to its servers by CPL or its agents to facilitate the resolution of problems.

8.3 CPL shall not be responsible for correcting any problems caused by the server's operating system (normally Microsoft Windows) and ancillary files or changes thereto, nor for problems or programming restrictions in Microsoft compilers, nor for problems caused by third party software including that which may be embedded in the PRODUCT, nor for defects in third party SNMP MIB files, operating system security restrictions, hardware faults, network problems, power supply and UPS problems, radio interference, telephony problems, data communications problems, cell phone problems, TAP dialup and SMS service problems, problems with third party internet services such as SKYPE, environmental (eg ambient temperature) problems, modem problems or cabling problems nor for any problems caused by or attributed to environmental monitoring devices.

8.4 CPL shall not be held liable for any damages or costs whether direct, indirect or consequential brought about by proper or improper use of the PRODUCT or by any defects or bugs in the PRODUCT or by accidental or deliberate misuse of the PRODUCT by the LICENSEE or any other party, or by the expiration of the license or any delays or failures in the provision of technical support or PRODUCT License Keys to LICENSEE or any loss or interruption of the service or LICENSEE'S inability to use the PRODUCT wholly or partially for whatsoever reason.

8.5 At the end of the 30 day warranty period CPL will provide and the LICENSEE will accept the annual fee-based technical support and software updates service and CPL will make its best efforts to correct any defects or errors it finds in the PRODUCT. Service will be made available by email and/or World Wide Web but not outside the hours of 0900 and 2100 GMT Monday thru Friday excluding statutory and public holidays and will not include training or any onsite or out of hours service. The LICENSEE will pay recurring technical support and software update fees annually within 30 days of the receiving the invoice and in advance of the Anniversary date at the then current price and failure to do so will cause all support services including the provision of license keys to cease immediately with no further obligations on the part of CPL or its agents until such time as CPL

agrees to restart the support service while not removing the obligations under this license from the LICENSEE including the payment of surcharges, interest charges and debt collection costs.

8.6 The TERMINATION of this Agreement by the LICENSEE may only be executed at an Anniversary date and will require ninety (90) days written notice by letter on letterhead signed by an authorised signatory of the LICENSEE to be served by the LICENSEE using registered post or courier and not by telegraph or fax or email or any electronic means to the registered office of CPL to terminate at the next Anniversary date or at the next Anniversary date following the notice period if the notice period includes an Anniversary date and on termination for this or any other cause LICENSEE will de-install and cease all use of PRODUCT immediately and CPL will be under no further obligation post termination to provide technical support, software updates, Product License Keys or any other service to LICENSEE and all outstanding support fees, license fees, surcharges, supplementary charges, interest payments, legal fees and any other levied charges up to and including the termination date of the license shall be paid in full immediately.

8.7 CPL will supply PRODUCT updates for the purpose of including new features and/or feature enhancements and/or changes to documentation and/or bug fixes and/or any other changes to the PRODUCT as and when they become available at CPL's sole discretion via the World Wide Web.

8.8 CPL may at its sole discretion deliver licenses, technical support and software updates to LICENSEE though a designated agent including but not limited to delivery of invoices as appropriate and collection of payments.

9. INDEMNITY

CPL shall indemnify LICENSEE against claims that the PRODUCT infringe upon any valid patent or copyright but CPL shall have no liability unless LICENSEE shall notify CPL in writing of any such claim within seven days after LICENSEE receives notice thereof. CPL shall have the right, at its expense, to control the defense of any such claim and all related negotiations, litigation or arbitration proceedings, and LICENSEE shall not settle any such claim without the prior written consent of CPL. CPL shall have the right, at its expense, to modify or replace the PRODUCT for comparable operation so as to cure any actual or probable patent or copyright infringement or to provide a pro rata refund of the License fee paid by LICENSEE as amortized over a ten year useful lifetime of the PRODUCT at CPL's sole discretion.

10. NOTICES

All notices required hereunder shall be in writing on official letterhead signed by a duly authorised signatory and sent prepaid by registered mail or courier service to the other party at the address listed at the top of this Agreement or to such address as either party may substitute by written notice to the other.

11. AGREEMENT PREVAILS

The terms and conditions of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any order submitted by LICENSEE with respect to the PRODUCT, associated documentation or ancillary sources. Where the wording of this Agreement differs from the wording of the Agreement in the most recent version of the PRODUCT available on the World Wide Web then the latter ie the most recently available version shall prevail.

12. HEADINGS AND PUNCTUATION

The headings to the sections herein are for convenience only and are not to be used as an aid to the interpretation of this Agreement. Punctuation is used throughout this Agreement as an aid to clear understanding.

13. INVALID PROVISION

In the event that any provision herein shall be unenforceable all other provisions shall remain in full force and effect.

14. FORCE MAJEURE

Neither party to this Agreement shall be liable or deemed in default for any delay, failure in performance or interruption of service under this Agreement resulting directly or indirectly from acts of God, civil or

military authority, acts of a public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, nor any element of any other cause beyond the reasonable control of such party.

15. ASSIGNMENT

LICENSEE may not assign or delegate its obligations under this Agreement without the prior written consent of CPL.

16. ENTIRE AGREEMENT

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT, ALL UNDERSTANDINGS AND ALL REPRESENTATIONS EXPRESSED OR IMPLIED BETWEEN THE PARTIES WITH RESPECT TO THE PRODUCT AND SUPERCEDES ALL PRIOR ORAL AND WRITTEN COMMUNICATIONS AND FURTHERMORE THIS AGREEMENT MAY ONLY BE MODIFIED BY A WRITTEN INSTRUMENT SIGNED BY EMPLOYEES OR REPRESENTATIVES OF THE PARTIES WHO ARE AUTHORISED SIGNATORIES.

17. GOVERNING LAWS

This Agreement shall be governed by the laws of the State of New York, U.S.A. unless CPL at its sole discretion elects to apply to the courts of England and Wales under clause 18 hereunder.

18. ARBITRATION

Any controversy or claim arising out of or relating to this Agreement shall be determined by arbitration in accordance with the International Arbitration Rules of the American Arbitration Association in New York, New York, U.S.A. but at CPL's sole discretion the hearing of disputes and claims arising from this agreement may be held in the courts of England and Wales in which case the clauses herein shall be interpreted and applied under the laws of England and Wales.

19. SEVERABILITY

If any provision of this Agreement is prohibited by law or judged by a court to be unlawful void or unenforceable the provision shall to the extent required be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way effect any other circumstances of or the validity or enforcement of this Agreement.

20. FREE LICENSE AND DEMO LICENSE

Specifically in the case of the software license being installed as a "FREE" or "DEMO" license no obligations on the part of CPL herewith shall apply and no license or support fees shall be payable by LICENSEE on the use of the "FREE" or "DEMO" license as defined by the license type which is declared in the HELP/ABOUT screen of the PRODUCT and which uses a specific "FREE" or "DEMO" license key.

21. WAIVER

No delay neglect or forbearance on the part of either party in enforcing against the other party any term or condition of this Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Agreement and no right power or remedy of any other right power or remedy available to the party.

22. LANGUAGE

This Agreement is made only in the English language as defined in the most recent edition of the Oxford English Dictionary. If there is any conflict in the meaning between the English language version of this Agreement and any version or translation of it in any other language the English language version shall prevail at all times.

23. FINAL CLAUSE

This is the final clause of this license Agreement.

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