

(1) Prodata Associates Ltd

(2) The User (Licensee)

SOFTWARE LICENCE AGREEMENT

THIS AGREEMENT is made **BETWEEN:**

- (1) Prodata Associates Ltd a company registered in United Kingdom under number 3157245 whose registered office is at 14 B Egremont Street, Ely, CB6 1AE
- (2) The User (Licensee)

WHEREAS:

- (1) The Licensor is the developer and the legal and beneficial owner and supplier of the **Prodata Reports** Software (including all associated documentation).
- (2) The Licensor wishes to grant to the Licensee a non-exclusive licence to access and use the Software (and all associated documentation) in accordance with the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day” means any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in the UK;

“Confidential Information” means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to, or in connection with, this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such). This shall include, but not be limited to, information about and contained in the Software and the Specification;

“Data Protection Legislation” means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (the “UK GDPR”); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended; and any applicable guidance or codes of practice issued by the Information Commissioner’s Office or other applicable regulatory authorities from time to time;

“Equipment”	means such computer equipment (including mobile devices, where appropriate) as may be specified by the Licensee from time to time and is as presently listed in Schedule 3;
“Intellectual Property Claim”	means a claim that the Licensee’s use of the Software infringes the Intellectual Property Rights of a third party, as set out in Clause 10;
“Intellectual Property Rights”	means (a) any and all rights in any copyrights, patents, trade marks, service marks, registered designs, applications (and rights to apply for any of those rights) trade, business and company names, internet domain names and e-mail addresses, unregistered trade marks and service marks, database rights, know-how, and rights in designs and inventions; (b) rights under licences, consents, orders, statutes, or otherwise in relation to a right in paragraph (a); (c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b) which now or in the future may subsist; and (d) the right to sue for past infringements of any of the foregoing rights;
“Interim Version”	means an Update issued by the Licensor to rectify Vulnerabilities or other faults in the Software or to add to, enhance, upgrade, or otherwise alter the Software;
“Licence”	means the licence granted by the Licensor to the Licensee to use the Software, pursuant to sub-Clause 2.1;
“Licence Fee”	means the fee payable in consideration of the Licence provided under this Agreement as set out in Clause 5;
“New Release”	means an Update issued by the Licensor which constitutes a new version of the software;
“Software”	means the computer software program[s] and associated documentation [developed and] owned by the Licensor, as specified in Schedule 1 and all Updates to that software which are acquired by the Licensee during the term of this Agreement;
“Specification”	means the specification of the Software, describing the facilities and functions thereof, as set out in Schedule 2;
“Term”	means the duration of the Licence as set out in sub-Clause 2.1;

“use the Software”	means to use the Software in object code form for the normal business purposes of the Licensee and in the normal course of that business, and shall include any acts reasonably incidental to such use.
“Vulnerability”	means an error, flaw, or mistake in the Software that permits or causes an unintended behaviour to occur, or a weakness in the Software that could be exploited or triggered by a threat source and that could result in a failure of confidentiality, integrity, or availability; and

- 1.2 Unless the context otherwise requires, each reference in this Agreement to:
- a) “writing”, and any similar expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - b) a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - c) “this Agreement” is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;
 - d) a Schedule is a schedule to this Agreement;
 - e) a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule; and
 - f) a “Party” or the “Parties” refer to the parties to this Agreement.
- 1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 Words importing persons include firms, companies, and corporations and vice versa.

2. **Grant of Licence**

- 2.1 The Licensor grants to the Licensee a limited, non-exclusive, non-transferable, Licence for a Term of 12 Months, commencing on (and including) from the date of Invoice to use the Software, in accordance with the terms and conditions of this Agreement.
- 2.2 Subject to the provisions of Clause 5 (Software Updates), the Licence shall not be deemed to extend to any other software, documentation, or materials belonging to the Licensor that does not form part of the Software as expressly specified in this Agreement.
- 2.3 The Licensee shall not have the right to grant sub-licences to any other party to use the Software.
- 2.4 The Licensee shall not, without the prior written consent of the Licensor (such consent not to be unreasonably withheld):
- a) sub-licence, assign, or novate any part of its rights or obligations under this Agreement;

- b) permit the Software (or any part thereof) to become the subject of any encumbrance, lien, or charge; or
- c) deal in any other way with its rights or obligations (in whole or in part) under this Agreement.

3. **Restrictions on Alterations**

3.1 The Licensee may not translate, reverse-engineer, decompile, disassemble, modify, or create derivative works based on the Software (or any part thereof):

- a) without the Licensor's prior written consent; or
- b) unless such activities are legitimately necessary in order to ensure the interoperability of the Software with other software or systems used by the Licensee; or
- c) unless permitted by law or otherwise by this Agreement. Section 50B (and 296A) of the Copyright Designs and Patents Act 1988 permit such activities only where they are necessary to obtain information necessary to create an independent software program which can be operated with the Software or with another software program ("the permitted objective"). The information obtained from such actions must not be used for any other purpose.

3.2 The activities described in sub-Clause 3.1(c) will not be permitted if the Licensee:

- a) already has readily available to them the information necessary to achieve the permitted objective;
- b) does not confine the decompiling to such acts as are necessary to achieve the permitted objective;
- c) supplies the information obtained by the decompiling to any person to whom it is not necessary to supply it in order to achieve the permitted objective; or
- d) uses the information to create a software program which is substantially similar in its expression to the Software or to do any other act restricted by copyright.

4. **Licence Fee and Payment**

4.1 The Licence Fee shall be as per the invoice amount.

4.2 The Licence Fee shall be payable in a single one-off payment and due on receipt.

4.3 The Licence Fee and any other charges payable under this Agreement are exclusive of any applicable VAT and other sales tax, which shall be payable by the Licensee at the rate and in the manner prescribed by law against submission of a valid tax invoice.

5. **Software Updates**

5.1 The Licensor may, from time to time, issue Interim Versions of the Software, free of charge, to rectify Vulnerabilities or other faults in the Software or to add

to, enhance, upgrade, or otherwise alter the Software.

6. **Licensor's Proprietary and Intellectual Property Rights**

- 6.1 The Software and any and all Intellectual Property Rights of whatever nature which now or in the future subsist therein are and shall remain the property of the Licensor.
- 6.2 The Licensee shall notify the Licensor immediately if the Licensee becomes aware of any unauthorised use of the whole or any part of the Software by any person.

7. **Intellectual Property Claims and Indemnity**

- 7.1 The Licensor shall defend at its own expense any claim brought against the Licensee alleging that its possession and/or use of Software (or any part thereof) in accordance with its rights under this Agreement infringes the Intellectual Property Rights of a third party ("Intellectual Property Claim") and the Licensor shall fully indemnify and hold harmless the Licensee from and against any and all losses, expenses, costs (including legal fees), and damages incurred by or awarded against the Licensee or agreed to in settlement of an Intellectual Property Claim provided that the Licensee:
 - a) furnishes the Licensor with prompt written notice of the Intellectual Property Claim, providing as much detail as is reasonably possible and practicable;
 - b) does not make any admission of liability and does not reach any agreement or compromise with respect to the Intellectual Property Claim without the prior written consent of the Licensor (such consent not to be unreasonably withheld);
 - c) provides the Licensor and its professional advisers with reasonable assistance and access (at reasonable times and on reasonable notice) in respect of the Intellectual Property Claim including, but not limited to, the disclosure of all facts and documents and access to any and all materials and personnel relating to the Intellectual Property Claim; and
 - d) fully cooperates with any and all reasonable requests of the Licensor and, subject to the Licensor providing satisfactory security to the Licensee against any claim, liability, losses, expenses, costs, or damages which the Licensee may incur, takes such actions as the Licensor may reasonably require in order to avoid, dispute, defend, compromise, or settle the Intellectual Property Claim.
- 7.2 Without prejudice to sub-Clause 7.1, if an Intellectual Property Claim is made or if, in the Licensor's reasonable opinion, the Licensee's possession and/or use of the Software (or any part thereof) in accordance with its rights under this Agreement is likely to become the subject of an Intellectual Property Claim, then the Licensor may, at its sole option and expense:
 - a) obtain for the Licensee the right to continue using the Software (or relevant parts thereof) which are or may become the subject of the Intellectual Property Claim; or
 - b) replace or , with the written consent of the Licensee, modify the Software (or relevant parts thereof) which are or may become the

subject of the Intellectual Property Claim so they become non-infringing.

- 7.3 If the Licensor replaces or modifies the Software in accordance with sub-Clause 7.2(b), the Licensor warrants that the replacement or modified Software shall continue to comply with the Specification and all warranties given by the Licensor under this Agreement, and that the Licensee's rights under this Agreement shall be unaffected. Where any warranty under this Agreement refers to a particular date or time period, such date or period shall be interpreted as beginning on the date on which the Software was replaced or modified as described herein.

8. Warranties

- 8.1 The Licensor hereby warrants and represents that:
- a) it has the right to enter into this Agreement and to grant the Licence to the Licensee in accordance with the terms of this Agreement;
 - b) any and all documentation included with the Software shall provide adequate instructions to enable the Licensee to make proper use of the Software and all facilities and functions thereof.
- 8.2 If the Licensee identifies any defect, fault, in the Software or any other failure of the Software to conform to the Specification under this Agreement and during the licence period, it shall notify the Licensor of the same in writing as soon as reasonably possible and practicable after identification.
- 8.3 After receipt of any such notice as set out under sub-Clause 8.2, the Licensor shall, at its sole option and expense, repair or replace the Software (or affected parts thereof).
- 8.4 The Warranties set out in this Clause 8 shall not apply to the extent that any defect, fault, or other malware in the Software or any other failure of the Software to conform to the Specification arises from or is exacerbated by:
- a) the Licensee's incorrect use, operation, or corruption of the Software;
 - b) any unauthorised modification or alteration of the Software by or on the instruction of the Licensee.
 - c) the use of the Software on or in conjunction with any other software or equipment with which it is incompatible unless such compatibility is included in the Specification.
- 8.5 The Warranties in sub-Clause shall also apply to any Update that is provided to the Licensee by the Licensor during the Term of this Agreement and, for the purposes of this sub-Clause. References to conformity with the Specification shall be interpreted as meaning that no Update shall in any way reduce, downgrade, or otherwise impair any of the Software's pre-existing features or functions (Updates are not described in the Specification and may be issued after the date of this Agreement).
- 8.6 To the extent permissible by law, the Licensor disclaims all other warranties with respect to the Software including, but not limited to, any implied warranties relating to quality, fitness for any particular purpose, or the ability to achieve a particular result.

9. **Liability**

- 9.1 Nothing in this Agreement shall limit or exclude either Party's liability for death or personal injury caused by its negligence or that of its employees or agents, for fraud or fraudulent misrepresentation, for the wilful misconduct or deliberate default of either Party or that of its employees or agents, for any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (relating to title and quiet possession), or any other form of liability which cannot be limited or excluded by law.
- 9.2 Subject to sub-Clause 9.1 and to any other provision to the contrary in this Agreement, neither Party shall be liable for any loss or damage suffered by the other, whether suffered directly or indirectly, or whether immediate or consequential, arising in contract, tort (including negligence), breach of statutory duty, or otherwise, which falls within any of the following categories:
- a) loss of profits;
 - b) loss of sales or business;
 - c) loss of business opportunity;
 - d) loss of agreements or contracts;
 - e) loss of anticipated savings;
 - f) loss or corruption of data;
 - g) loss of, or damage to, goodwill;
 - h) indirect or consequential loss; or
 - i) special damages, even in the event that the relevant Party was aware of circumstances in which the same could arise.
- 9.3 Nothing in this Clause 9 shall exclude claims for direct financial loss that are not expressly excluded by categories (a) to (i) of sub-Clause 9.2.
- 9.4 Subject to sub-Clause 9.1, Clause 7 (Intellectual Property Claims and Indemnity), and Clause 10 (Confidentiality), in respect of which any liability arising shall be unlimited, the total liability of the Licensor whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the license fee.

10. **Confidentiality**

- 10.1 Each Party undertakes that, except as provided by sub-Clause 10.2 or as authorised in writing by the other Party (such consent not to be unreasonably withheld), they shall at all times during the continuance of this Licence Agreement:
- a) keep confidential all Confidential Information;
 - b) not disclose any Confidential Information to any other party;
 - c) not use any Confidential Information for any purpose other than as contemplated by this Agreement;
 - d) not make any copies of, record in any way, or part with possession of any Confidential Information; and

- e) ensure that (as applicable) none of its employees or agents does any act which, if done by that Party, would be a breach of the provisions of this Clause 10.
- 10.2 Subject to sub-Clause 10.3, either Party may disclose any Confidential Information to:
- a) any of their sub-contractors, substitutes, or suppliers;
 - b) any party appointed to maintain the Equipment on which the Software is being used (such use being in accordance with the terms of this Agreement);
 - c) any governmental or other authority or regulatory body; or
 - d) any of their employees or agents or those of any party described in sub-Clauses 10.2(a) to (c).
- 10.3 Disclosure under sub-Clause 10.2 may be made only to the extent that is necessary for the purposes contemplated by this Agreement, or as required by law. In each case, the disclosing Party must first inform the recipient that the Confidential Information is confidential. Unless the recipient is a body described in sub-Clause 10.2(c) or is an authorised employee or officer of such a body, the disclosing Party must obtain and submit to the other Party a written undertaking from the recipient to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made.
- 10.4 Either Party may use any Confidential Information for any purpose, or disclose it to any other party, where that Confidential Information is or becomes public knowledge through no fault of that Party.
- 10.5 When using or disclosing Confidential Information under sub-Clause 10.4, the disclosing Party must ensure that it does not disclose any part of that Confidential Information which is not public knowledge.
- 10.6 The provisions of this Clause 10 shall continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.

11. **Data Protection**

The Parties undertake to comply with the provisions of the Data Protection Legislation and any related legislation insofar as the same relates to the provisions and obligations of this Agreement.

12. **Force Majeure**

12.1 Neither Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to, power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action, or any other event that is beyond the control of the Party in question.

13. **No Agency or Partnership**

This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship, or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.

14. Notices

14.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

14.2 Notices shall be deemed to have been duly given:

- a) when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or
- b) when sent, if transmitted by facsimile or email; or
- c) on the second Business Day following mailing, if mailed by first-class post, postage prepaid; or
- d) on the fifth business day following mailing, if mailed by airmail, postage prepaid.

In each case, notices shall be addressed to the most recent address, email address, or facsimile number notified to the other Party.

15. Successors and Assignees

15.1 This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assignees, and references to a Party in this Agreement shall include its successors and permitted assignees.

15.2 The Licensor may assign, novate, charge, or deal in any other way with any or all of its rights and obligations under this Agreement at any time, and shall provide reasonable written notice of the same to the Licensee.

15.3 Notwithstanding the provisions of Clause 10 (Confidentiality), either Party may, when assigning any or all of its rights under this Agreement, disclose to the proposed assignee any information relating to this Agreement and the subject matter thereof to the extent reasonably necessary to facilitate the proposed assignment. In such cases, the Party seeking to assign its rights shall first disclose the identity of the proposed assignee to the other Party.

15.4 Subject to the foregoing, in this Agreement, references to a Party include references to a person:

- a) who, for the time being, is entitled (by assignment, novation, or otherwise) to that Party's rights under this Agreement (or any interest in those rights); or
- b) who, as administrator, liquidator, or otherwise, is entitled to exercise those rights,

and, in particular, those references include a person to whom those rights (or any interest in those rights) are transferred or pass as a result of a merger, division, reconstruction, or other reorganisation involving that Party. For this purpose, references to a Party's rights under this Agreement include any similar rights to which another person becomes entitled as a result of a novation of this Agreement.

16. **Entire Agreement**

16.1 This Agreement and any and all documents annexed hereto or otherwise referred to herein contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

16.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty, or other provision except as expressly provided in this Agreement.

17. **Counterparts**

This Agreement may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement.

18. **No Waiver**

No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

19. **Severance**

The Parties agree that, in the event that one or more of the provisions of this Agreement is found to be unlawful, invalid, or otherwise unenforceable, the affected provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

20. **Time of the Essence**

Time shall be of the essence in this Agreement with respect to any time, date, or period mentioned in this Agreement or subsequently substituted as a time, date, or period by agreement in writing between the Parties.

21. **Third Parties**

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

22. **Law and Jurisdiction**

22.1 This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

22.2 Any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.