LIMITED USE SOFTWARE LICENCE AGREEMENT
between
ASSET SYSTEMS ("AS")
(The SQLAsset Software Provider)
and the client ("Client")

WHEREAS :-

(1)   Asset Systems hereafter called ""AS"" sells licences for the use of SQLAsset Software and computer programs together with accompanying copyrighted media material and documentation.

(2)   The client hereafter called "Client" wishes to become a SQLAsset Software User and to obtain the benefits thereof and shall accordingly comply with the obligations and fee arrangements to "AS" contained within the Limited Use Software Licence Agreement.

THEREFORE IT IS HEREBY AGREED AS FOLLOWS :-

1.0   CONSIDERATION

In consideration of the sum charged and the agreements and conditions contained herein "AS" agrees to grant the Client a Limited Use Software Licence agreement subject to the following terms and conditions.

2.0   EXCLUSIVE SOURCE

"AS" hereby grants the Client a limited licence to use the SQLAsset Computer Programs pre-loaded or installed on-site on the Client's own equipment by a representative of "AS" and any related materials (hereinafter called the "Software"). By accepting the licence the Client does not become the owner of the Software but does acquire the right to use the Software in accordance with the terms of this Licence Agreement. The Client may use the Software only at a single site, with up to the maximum number of registered concurrent Users as specified at the head of this agreement, or at its temporary replacement. If the Client wishes to use the Software on more than one site, the Client must either licence an additional copy of the Software or request a multiple site licence from "AS" as set out in clause 7.0 hereof. The Client may not transfer or sub-licence, either temporarily or permanently, its right to use the Software under this Licence Agreement without the prior written consent of "AS". Except for archival copies, as defined in clause 5.0 hereof, the Client/Users shall make no copies, of any kind, of any of the Software unless specifically authorised to do so in writing by "AS".

ASSET SYSTEMS

7 Trinity   161 Old Christchurch Road   Bournemouth   Dorset BH1 1JU
Telephone: 01202 297655   Facsimile: 01202 297656
www.assetsystems.co.uk   email: admin@assetsystems.co.uk

3.0   TERM

This licence is effective from the day that the Client receives delivery of the Software pre-loaded onto the Client's computers, and continues subject to the provisions of this Licence Agreement until the Client returns to "AS" or destroys the original magnetic discs recording the Software and any copies which have been made directly or indirectly.

3.1   "AS" may terminate this Licence Agreement on not less than 14 days written notice to the Client in the event of :

3.1.1   The Client/Users failing to comply with any of the terms and conditions of this Licence Agreement or:

3.1.2   The Client (being a Corporation) entering into liquidation whether compulsory or voluntary or (being an individual) committing any act of bankruptcy or making any assignment for the benefit of creditors.

3.1.3   The Client failing to meet payment terms agreed in the written quotations submitted by "AS" prior to sale, on which the basis of supply of the SQLAsset System to the Client is undertaken and/or ceases to maintain regular monthly payments as outlined in the Maintenance and Support Agreement as amended from time to time.

4.0   PROPRIETARY RIGHTS OF "AS"

4.1   The Client acknowledges that the Software and all logos, product names, manuals, documentation, processes and other support materials ancillary to the Software and any other intellectual property rights or any modification, alteration or extraction thereof are either patented, copyrighted, trademarked or are otherwise the sole and exclusive property of "AS" and the Client agrees not to remove any notices or product identification on the Software and the Client agrees not to do anything that might be adverse to or to affect "AS" said property rights.

The Client agrees that any processes contained in the Software or any modification or extraction thereof constitute the protected property of "AS" and will be safeguarded by the Client but in no event shall the Client exercise less than due diligence and care in accordance with the laws of the country of purchase, International Law and EEC Law whichever operates to best protect the interests of "AS".

The Client/Users shall not copy, reproduce, remanufacture or in any way duplicate or alter all or any part of the Software or any support materials ancillary to the Software as referred to herein whether modified or translated into another language or not without the prior written consent of "AS".

The Client agrees that such unauthorised distributing, copying, duplicating, alteration or translation or otherwise of the Software or any part or translated part of the Software or any material ancillary thereto as referred to herein will actually and materially damage "AS".

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The Client agrees that in the event of the Client/Users breaching this Licence Agreement, the Client may be liable for damages as may be determined by a Court of competent jurisdiction. It is understood that, notwithstanding any other provisions of this Licence Agreement, "AS" has the unequivocal right to obtain injunctive relief to protect the proprietary rights of "AS".

4.2   The Client may make such copies of the Software as per Clause 5.0, provided that each such copy carries a full and sufficient eye-readable copyright notice in acknowledgement of "AS"'s intellectual property rights (or any other such property rights as shall be notified by "AS" to the Client from time to time).

Such copies will be governed by this Licence Agreement. Subject only to the making of these permissible copies the Client will not copy or permit the copying of any of the Software.

4.3   The Client will not alter, reverse engineer, decompile, disassemble or download (change hardware formats) the Software. The Client is warned that the Software may include a mechanism which will destroy its logic if an attempt is made to tamper with it and "AS" accepts no responsibility if such mechanism is activated.

4.4   For the avoidance of doubt as between the Client and "AS" all Software object codes supplied in order to operate the Software shall be the property of "AS" and the Client shall not be entitled to disclose the said Software object codes to any third party. The source codes relating to the aforesaid object codes shall not be disclosed to the Client.

5.0   ARCHIVAL COPIES

The pre-loaded software contains an original "AS" serial number. The Client agrees not to remove any such notices and product identification. The Client may make one (1) "backup" or "archival" copy for the purpose of running the Software program. Other than this backup copy, the Client agrees that no other copies of the Software will be made.

6.0   SCOPE OF LICENCE

The Client may not transfer or provide access to the Software electronically from one computer or central processor to another over a network other than through a Local Area Network situated wholly within the Client's premises, (whether by way of micro-mainframe link-up, local area network or otherwise), or utilise the Software on any service bureau, time-sharing or interactive cable system. For use of the Software on other sites the Client must obtain as many separate product licences as there are sites and concurrent Users within each additional site. The Client will use its best endeavours and take all reasonable steps to protect the Software from unauthorised reproduction, publication, disclosure, whether by loan, theft or otherwise howsoever.

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7.0   SITE LICENCE

In the event that the Client wishes to use a copy of the Software on more than one site, copies of the software licence agreement will be issued for each site on an individual basis in accordance with the number of registered sites identified by the "AS" Asset Software User records and in accordance with the fully paid licence fees for each concurrent User within each registered site.

8.0   "AS" LIABILITY

The Client will indemnify "AS" against all and any losses, cost claims, demands or liabilities whatsoever arising out of or consequent upon the use of the Software by, through or with the consent of the Client.

There are no representations, warranties or conditions, whether express or implied (by statute or otherwise) including but not limited to implied warranties or conditions of merchantability or fitness for a particular purpose, and all such representations, warranties and conditions are hereby specifically disclaimed and excluded.

Regardless of the form which any claim may have, the liability of "AS" to the Client or any other party shall not exceed the fee which the Client paid to "AS" to obtain the Software. In no event shall "AS" be responsible for any indirect or consequential damage or lost profits even if "AS" has been advised of the possibility of such damage.

9.0   CORRECTIONS AND UPDATE POLICY

"AS" will use all reasonable endeavours to notify the Client of any corrections or errors in the Software which "AS" considers material and discovers within one year after the effective date and will from time to time during this period notify the Client of any subsequent updates.

10.0   ACKNOWLEDGEMENT OF "AS"

The Client hereby acknowledges and agrees that notwithstanding the terms of this Licence Agreement the Licence granted to the Client is subject to "AS"'s rights to publish produce and use the Software pursuant to any agreement with "AS" Licenser (if any) and in the event of conflict or inconsistency the terms of "AS"'s agreement with its licenser shall prevail and the Client agrees to Indemnify "AS" against any claim by "AS" Licenser for loss or damage if this results from any act or omission by the Client.

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11.0   TERMINATION OF USER LICENCE

If any one or more of the provisions of this Licence Agreement is breached the Licence granted by this Licence Agreement is hereby terminated. Nevertheless, in the event of such termination, all the provisions of this Licence Agreement which operate to protect the rights of "AS" shall continue in force. Within one month of the termination of the Licence under this Licence Agreement, the Client will furnish "AS" with a certificate verifying that through the Client's best efforts, and to the best of its knowledge and belief, the original and copies, in whole or in part, in any form, including partial copies of Software received or made in connection with such Licence have been destroyed.

12.0   GOVERNING LAW

This Licence Agreement shall be interpreted and governed in accordance with English Law and the parties hereto submit to the exclusive jurisdiction of the English Courts. In the event of any part of this Licence Agreement being invalidated by a court or authority of competent jurisdiction, the remainder of this Licence Agreement shall remain binding in effect.

13.0   ENTIRE AGREEMENT

This Licence Agreement constitutes the entire Licence Agreement between the parties and supersedes any prior Licence Agreements. This Licence Agreement may only be changed by mutual written consent. No forbearance or indulgence by "AS" shown or granted to the Client whatsoever in respect of these terms or otherwise shall in any way affect or prejudice the rights of "AS" or be taken as a waiver of these terms.

14.0   USER AGREEMENT ACKNOWLEDGEMENT

By loading and executing the "AS" SQLAsset Software on the first live day of operation the Client thereby accepts all the terms and conditions of this Licence Agreement without exception, deletion or alteration. Any use of the Software without a Licence Agreement issued by "AS" to the individual Client site will be considered a breach of contract, subject to liquidated damages and otherwise unlawful and unauthorised use of "AS" trade secrets and proprietary products.