

CD-ROM LICENCE AGREEMENT BETWEEN

Licensee
and

©Thomson Reuters, – registered in England and Wales under company no. 1679046 with registered office at 5 Canada Square, Canary Wharf, London E14 5AQ (hereinafter called Licensor, which expression shall, where the context admits, include Licensor's assigns or successors in business as the case may be) it is hereby agreed as follows:

1. DEFINITIONS

Product Definitions

1.1 The **Licensed Material** means any content provided by Licensor to Licensee pursuant to this Agreement together with any enhancements by way of tagging, coding or conversion, including but not limited to:

(a) any ancillary, Help or documentation files provided;

(b) any updated versions ("Updates") contained on compact disc read only memory disks ("CD-ROM disks") and

(c) any Online Material, meaning any updating or ancillary material held online which relates to the Product and to which access may be provided by Licensor to Licensee pursuant to this Agreement.

1.2 The **Software** means the programs and ancillary files provided by Licensor for the purpose of accessing, searching, displaying, printing or otherwise manipulating the Licensed Material, including software licensed from third parties.

1.3 The **Product** means the Licensed Material and the Software.

Networking Definitions

1.4 The **Network** means any system allowing access to the Product or any part thereof via any communications link except by remote access as defined in this Agreement.

1.5 The **Local Area Network** means a Network within a single site.

1.6 The **Wide Area Network** means a Network over more than one site.

1.7 The **Site** means the physical location(s) or address(es) at which the Product will be used as agreed between the Parties, or in default of such agreement shall be Licensee's principal place of business.

1.8 **Remote access** means any system that allows access to the Product or any part thereof or a Network on which the Product is installed via any form of remote telephone access via modem or similar device.

Licensing Definitions

1.9 Where applicable the **Order Form** means Licensor's standard order form as supplied by Licensor on which any order for the Product or any part thereof is made by Licensee including details of the Start Date, the Licence Fee, the Network Licence Fee, the Site and any other relevant information in relation to the licensing of the Product and which is incorporated into this Agreement.

1.10 The **Start Date** means the date on which this Agreement takes effect.

1.11 The **Renewal Date** means an anniversary of the Start Date

1.12 The **Licence Fee** means the fee payable by Licensee for non-networked use of the Licensed Material.

1.13 The **Network Licence Fee** means the fee payable by Licensee for using the Product on a Network.

1.14 The **Renewal Fee** means the fee to be paid annually prior to the Renewal Date, as notified by Licensor to Licensee.

2. GRANT OF LICENCE

2.1 From the Start Date Licensor hereby grants to Licensee, a non-exclusive, non-transferable licence to use the Product at the Site in accordance with the terms and conditions of this Agreement.

2.2 Where the Product is supplied for evaluation purposes, Licensee may install the Product for evaluation during the period agreed and may use the material in accordance with the terms and conditions of this Agreement.

2.3 At the end of the evaluation/trial period Licensee will remove the Product from each computer on which it has been installed unless otherwise agreed in writing by Licensor or the appropriate Licence fee is paid.

2.4 The Product may be installed and used on a computer at Licensee's home provided that the home computer may not be used to access the Product simultaneously with Licensee's computer at the Site.

3. PERIOD OF LICENCE

3.1 This Agreement shall remain in force for 12 months from the Start Date and expire automatically thereafter, unless Licensor has paid the Renewal Fee and the Network Licensee Fee if applicable to Licensee within 30 days of the renewal invoice which shall have been sent to Licensee not less than 30 days before the Renewal Date.

3.2 In the event of expiry of this Agreement under this Clause:

(a) Licensee shall cease to have access to or any rights or licence in respect of the Online Service where applicable but may retain and use any the last complete delivered version of the Product on CD-ROM or other media in its possession at the time of expiry provided that such use shall be in accordance with such provisions of this Agreement which are stated to survive its expiry; and

(b) Licensor shall ensure that timelocks or other methods of rendering superseded versions of the Product inoperable will not prevent such continued usage

3.3 Clauses 6, 7 and 11 to 13 shall survive the termination of this Agreement.

4. PAYMENT OBLIGATIONS

4.1 Licensee undertakes to pay Licensor the Licence Fee and the Renewal Fee prior to each Renewal Date together with the Network Licence Fee if applicable.

4.2 Prices quoted by Licensor are unless otherwise stated, exclusive of VAT.

4.3 Licensor reserves the right to withhold delivery of the Product and any Updates thereof and to bar access to any Online Service until all outstanding fees are paid.

5. TERMINATION ON BREACH

5.1 Licensor may terminate this Licence at any time immediately by written notice to Licensee if:

- (a) Licensee has committed an irredeemable breach of this Agreement; or
- (b) after Licensee, in Licensor's reasonable opinion, has failed to remedy a remediable breach of these terms and conditions within 14 days of being given notice to do so, or
- (c) Licensee is made bankrupt or enters into liquidation or any arrangement with creditors or has a receiver or administrative receiver appointed

such termination being without notice and without prejudice to any claim which Licensor may have either for moneys due and/or damages and/or otherwise.

5.2 In the event of termination of this Agreement under clause 5.1 Licensee will cease using the Product and remove it from any computer on which it is installed and within 14 days return to Licensor (postage paid) the Product together with any copies of the whole or part thereof.

5.3 Licensor shall have the right to appoint an independent auditor to verify such actions and Licensee shall co-operate with such auditor.

6. OWNERSHIP AND PERMITTED COPYING

6.1 The Product is not sold to Licensee who shall not acquire any right, title or interest (including without limitation copyright or other right in the nature of copyright or any other intellectual property right whatsoever) in:

- (a) the Product or any part thereof or any update to the Product or part thereof;
 - (b) the media upon which the Product is supplied;
 - (c) any documentation or material printed or otherwise transmitted under this Agreement
- which shall remain the property of Licensor or Software owner as may be the case.

6.2 All rights in the Product whether which exist or may come into existence which are not specifically granted to Licensee by this Agreement are expressly reserved to Licensor or to such other rights holders as stated on the Product.

6.3 Crown Copyright material is reproduced with the permission of the Controller of Her Majesty's Stationery Office.

6.4 Licensee shall not sublicense the Product to others and Licensee warrants that access will not be given to the Product to any person not being an employee or partner of Licensee, firm, company, organisation, or other entity.

6.5 Except as permitted by law, by installation instructions supplied by Licensor to Licensee and by this Agreement, Licensee shall not itself nor allow any third party to duplicate or otherwise reproduce the Product or any part thereof.

6.6 Licensee may make one copy of the Product only for back-up purposes, which copy must be kept in Licensee's control and possession shall use its best endeavours to ensure that the Product does not fall into the hands of third parties whether as a result of theft or otherwise.

6.7 Licensee may copy the Product from CD-ROM onto a hard disk controlled by a standalone computer under the installation procedure provided by Licensor and described in the Documentation. Any other transfer to disk is not permitted.

6.8 Where a Network Licence Fee has been paid, Licensee may copy the Product onto a Network server under the installation procedure provided by Licensor and described in the Documentation, any other transfer to disk not being permitted.

6.9 Licensee shall be responsible for

- (a) installing the Product and for the effectiveness of such installation; and
- (b) making backup copies of the contents of the hard disk on the standalone computer or of the Network server prior to the installation of the Product or the transfer of the Licensed Material from CD-ROM to hard disk or Network server under this Clause.

7. PERMITTED AND PROHIBITED USE

7.1 Licensee shall use the Product and shall take all reasonable steps to ensure that its employees and partners use the Product:

- (a) only for its own business purposes;
- (b) on the system and at the Site(s) for which the appropriate Licence Fee and Network Licence Fee (if appropriate) is paid by Licensee;
- (c) only for the permitted purposes set out in this Agreement.

7.2 Licensee shall not use the Product nor authorise the Product to be used for the purpose of operating a bureau or similar service or any online service whatsoever though for avoidance of doubt nothing in this Agreement shall prevent bona fide use of the Product on a standalone machine in the course of operating a Library.

7.3 Licensee, its employees or partners on its behalf, during the normal course of Licensee's business, and, where Licensee's business is the provision of library services, bona fide on-site users of those services, may for the purposes of research:

- (a) view the Product on screen;
- (b) print extracts from the Product;
- (c) transmit by print, fax, e-mail, or other method, extracts from the Product between employees, partners or agents of Licensee;
- (d) transmit by print, fax, e-mail, or other method, extracts from the Product to third parties only in connection with the provision of professional advice provided that no additional fee is directly or indirectly charged for each transmission.

7.4 In no circumstances without the express consent of Licensor in writing may the Product or any part thereof be used in connection with any system of remote access, other than for purposes of e-mail or fax transmission as set out in this Clause.

7.5 All extracts must clearly reproduce the copyright notice(s) and Licensee shall not do or omit to do or authorise any other person to do or omit to do any act which:

- (a) would or might invalidate or be inconsistent with any Intellectual Property of Licensor and/or Software owner in the Product and/or Software
- (b) would be in breach of or otherwise inconsistent with the moral rights of the authors of the items comprising the

Product.

7.6 Licensee shall not erase remove deface or cover any trademark, trade names, numbers, copyright or other proprietary notices, guarantee, designation of origin, means of identification, disclaimer or other statement used on any media containing the Product or used in relation to it, nor shall Licensee authorise another person to do so.

7.7 Licensee shall promptly inform Licensor if Licensee becomes aware of:

- (a) any unauthorised use of the Product
- (b) any actual, threatened, or suspected infringement of any intellectual property of Licensor in the Product which comes to Licensee's notice, and
- (c) any claim by any third party coming to its notice that the Product infringes the intellectual property or other rights of any other Person.

7.8 Licensee shall at the request and expense of Licensor do all such things as may be reasonably required to assist Licensor in taking or resisting proceedings in relation to any infringement or claim referred to in this Clause and in maintaining the validity and enforceability of the intellectual property of Licensor in the Product.

7.9 Except insofar as it is permitted by law, Licensee shall not modify, reverse assemble, decompile or reverse engineer the Product or any part thereof, or permit any third party to do so.

7.10 Licensee shall not, except to the extent necessary to exercise the Rights granted under this Agreement without the prior written consent of Licensor:

- (a) make any alterations, additions or amendments to the Product;
- (b) combine the whole or any part of the Product with any other software, data or material
- (c) create derivative works from the whole or any part of the Product

7.12 In no circumstances may the Software be used separately from the Product.

8. SUPPLY

8.1 Licensor will supply to Licensee the Product.

8.2 Licensor may at any time make modifications or improvements to the Product.

8.3 Licensor may at any time withdraw from the Product any material included in it:

- (a) if Licensor ceases, for whatever reason, to publish the publication from which such material is taken or otherwise no longer retains the right to publish such material;
- (b) if in Licensor's reasonable opinion Licensor believes that such material contains any matter which infringes copyright or is defamatory, obscene, unlawful, or otherwise objectionable.

9. UPDATES ON CD-ROM OR OTHER MEDIA

9.1 During the period of the Agreement, Licensor will use all reasonable endeavours to supply Updates to the Product.

9.2 Licensor reserves the right to employ hardware or software methods including timelocks to render superseded versions of the Product inoperable.

9.3 On receipt of the Updates delivered by Licensor, Licensee undertakes to install and use the said Updates.

9.4 Within 14 days of receipt of an Update Licensee undertakes to destroy such disk or disks as may no longer be required as a result of the Update, according to instructions supplied with the Update.

10. ONLINE UPDATES

10.1 Where Online Updates are supplied, Licensor:

- (a) shall use all reasonable endeavours to provide Licensee with an uninterrupted service;
- (b) may suspend temporarily and without notice any Online Service provided; and
- (c) shall use all reasonable endeavours to restore access to the Online Service as soon as possible in the event of an interruption or suspension of the Service.

10.2 Licensee shall pay all third party telecommunications charges incurred by Licensee in order to access any Online Service.

11. LICENSOR WARRANTIES

11.1 Licensor warrants that it has obtained all necessary rights to grant this licence.

11.2 Licensor warrants that the physical medium on which the Product is carried will be free from defects for a period of 90 days from delivery.

11.3 In the event of any material inherent defects in the CD-ROM or other physical media on which the Product is supplied, other than caused by accident abuse or misuse by Licensee, Licensor's sole liability to Licensee is to replace defective original media free of charge provided it is returned to Licensor within 90 days of the purchase date.

11.4 Whilst reasonable care is taken to ensure the accuracy and completeness of the Product supplied, Licensor makes no representations or warranties whatsoever, express or implied, that the Product is free from errors or omissions.

11.5 Whilst reasonable care has been taken to exclude computer viruses, no warranty is made that the Product is virus free. Licensee shall be responsible to ensure that no virus is introduced to any computer or network and shall not hold Licensor responsible.

11.6 Licensee shall satisfy itself prior to entering this Licence Agreement that the Product will meet Licensee's individual requirements and be compatible with Licensee's hardware/software configuration and no failure of any part or the whole of the Product to be suitable for those requirements will give rise to any right or claim against Licensor.

11.7 The warranties set out in this clause are exclusive of and in lieu of all other warranties, conditions, terms, undertakings, and obligations implied by statute, common law, custom, trade usage, course of dealing, or otherwise, which relate to the condition and fitness for any purpose of the Product.

11.8 Licensor shall not be liable for any loss of whatsoever kind or for any indirect or consequential loss whatsoever, howsoever suffered by Licensee or for any liability of Licensee to any third party in connection with the Product (whether or not caused by the negligence of Licensor).

11.9 The aggregate maximum liability of Licensor in respect of any direct loss or any other loss (to the extent that such loss is not excluded by this Agreement or otherwise) whether such a claim arises in contract, tort or delict shall not exceed a sum equal to that paid as the Licence Fee or Network Licence Fee for the Product.

11.10 None of the terms of this licence shall operate to:

(a) exclude or restrict liability for death or personal injury resulting from the negligence of Licensor or Licensor's appointed agents or employees whilst acting in the course of their employment; or

(b) affect statutory rights where this Agreement is entered into as a consumer transaction (as defined by the Consumer Transaction (Restriction on Statements) Order 1976 as amended).

11.11 Licensor shall not be liable for the use of the Product by Licensee, its agents and employees and Licensee shall keep Licensor fully indemnified against any claims, costs, damages, loss and liabilities arising out of any such use.

12. CONFIDENTIAL INFORMATION

12.1 Each party undertakes to keep confidential and not to disclose to any third party any information supplied under this Agreement designated by the disclosing party as confidential information without the prior written approval of the other party.

12.2 The parties' obligations under this Clause shall not extend to information which is publicly available or can be shown by the receiving party to have been known by it prior to disclosure or is received by the receiving party from a third party without breach of a duty to the disclosing party.

12.3 The parties' obligations under this Clause shall survive the termination of this Agreement for a period of one year from that date.

13. MISCELLANEOUS

13.1 Where two or more legal entities constitute Licensor and/or Licensee their liability shall be joint and several.

13.2 Where Licensee is a body other than an individual the person signing or otherwise concluding this Agreement represents that s/he is authorised by Licensee to sign it for and on behalf of Licensee and to bind Licensee thereby.

13.3 Nothing in this Agreement shall create or be deemed to create a partnership or the relationship of principal and agent between the parties and Licensee shall have no authority to bind or to make any representation or warranty on Licensor's behalf.

13.4 This agreement together with the Order Form where appropriate constitutes the entire Agreement between the parties hereto which may only be varied in writing signed by both parties.

13.5 If any provision of this Agreement or Order Form or part thereof shall be void for whatever reason it shall be deemed deleted and the remaining provisions shall continue in full force and effect.

13.6 Neither this Agreement nor any of the rights and obligations of Licensee hereunder may be assigned, transferred, charged, delegated, sublicensed, or otherwise disposed of in whole or in part on a temporary or permanent basis unless Licensee has obtained the prior written consent of Licensor.

13.7 No delay or forbearance by Licensor in enforcing any provisions of this Agreement shall be construed as a waiver of such provision or an agreement thereafter not to enforce the said provision on that or any other occasion or another provision on another occasion.

13.8 This Agreement, including where applicable the Order Form, shall be governed by the laws of England and Wales. If any difference shall arise between the Parties touching the meaning of this Agreement or the rights and liabilities of the parties thereto, the same shall be referred to arbitration in accordance with the provisions of the Arbitration Acts 1950 to 1979, or any amending or substituting statute for the time being in force.

13.9 Any notice given by one party pursuant to this Agreement may be served at the address of the other and such notice shall be deemed to have been duly received by the addressee three days posting by correctly addressed and pre-paid first class post or immediately if delivered personally.

13.10 Neither party shall be liable for any loss suffered by the other or be deemed to be in default for any delays or failures in performance (other than failure to make payments) hereunder resulting from acts or causes beyond its reasonable control.

13.11 Headings used in this Agreement are for ease of reference only and shall not affect its interpretation.

v5 (08.06.15)