

**SOFTWARE LICENCE AGREEMENT****1. Scope**

This Agreement between BSI PROFESSIONAL SERVICES EMEA LTD, (Licensor) and the Licensee details the software licence agreement for the Entropy Software.

**2. Definitions**

"BSI" means British Standards Institution.

"Entropy Software" means BSI PROFESSIONAL SERVICES EMEA LTD's Entropy's Software solution.

"Licensee" means the company, organisation or individual who has purchased for use, or otherwise uses the Entropy Software.

"Agreement(s)" means the Entropy Software Licence and Maintenance & Enhancements Agreement(s).

"Software" means all programming code, programming scripts, object code and compiled software modules written by BSI PROFESSIONAL SERVICES EMEA LTD.

"Confidential Information" means any information obtained by either party from the other which relates to the past, present or future business activities of said entities, including, but not limited to, any information relating to pricing, methods, processes, financial data, lists, technical data, software, source code, specifications, documentation, research, development or related information. Confidential Information shall not include information that: (i) has become public knowledge through no fault of the party receiving such information; (ii) comes to such party from a third party under no obligation of confidentiality with respect to such information; (iii) was in the possession of such party prior to the date of disclosure; or (iv) was independently developed by such party as evidenced by its written records.

**3. Rights of possession**

Whilst this License Agreement affords the Licensee the right to use the Entropy Software, BSI PROFESSIONAL SERVICES EMEA LTD shall own all rights, including without limitation all copyrights, patent rights and trade secret rights, in and to any software, documents and any information constituting BSI PROFESSIONAL SERVICES EMEA LTD's Confidential Information. The Licensee shall own all rights, including without limitation all copyrights, patent rights and trade secrets, in and to any documents, analytics and data produced by the Licensee. BSI PROFESSIONAL SERVICES EMEA LTD remains the sole owner of the Entropy Software and all software and documentation contained therein or thereabout.

**4. Confidentiality**

Each party hereto shall safeguard, preserve and maintain the confidential nature of all knowledge, trade secrets and other Confidential Information disclosed to it by the other, and shall otherwise treat all such information in the same manner as it would treat its own valuable, confidential and proprietary information of like importance.

Neither party shall use any such information, or disclose or permit disclosure of any such Confidential Information, documents, software, or any other project material to a third party or parties. In the event of such disclosure, the party receiving such information shall be informed of its confidential nature and that the party shall be responsible to BSI PROFESSIONAL SERVICES EMEA LTD for any unauthorised disclosure.

The parties shall ensure the observation of confidentiality by imposing a duty of confidentiality on their personnel or by taking other appropriate steps. The duty of confidentiality applies irrespective of whether or not this agreement has otherwise ceased to apply.

**5. Warranty**

BSI PROFESSIONAL SERVICES EMEA LTD warrants that the Licensed Program will operate in accordance with the specification published by BSI PROFESSIONAL SERVICES EMEA LTD for the Entropy Software. However, if it is determined that the Entropy Software fails to operate according to the said specification, BSI PROFESSIONAL SERVICES EMEA LTD's only responsibility will be to exercise all reasonable efforts, consistent with industry standards and with reasonable care and skill, to cure any defect pursuant to its obligations in the Maintenance and Enhancement agreement. Due to the nature of computer software BSI PROFESSIONAL SERVICES EMEA LTD does not warrant that operation will be error-free or uninterrupted. BSI PROFESSIONAL SERVICES EMEA LTD's maximum cumulative liability for and arising (whether directly or indirectly) out of unresolved failures shall be limited to the amount of all sums received by BSI PROFESSIONAL SERVICES EMEA LTD from the Licensee in respect of the Entropy Software, provided that no such liability shall arise unless and until BSI PROFESSIONAL SERVICES EMEA LTD has been afforded a reasonable time to cure any defect but has nevertheless failed to cure such defect.

Except for the express warranties set out above or in any applicable Schedule hereto, and without prejudice to any statutory rights which the Licensee may have, no other warranties or conditions, whether expressed or implied, statutory or otherwise, including without limitation those relating to satisfactory quality or fitness for a particular purpose, are made by BSI PROFESSIONAL SERVICES EMEA LTD and all such warranties are hereby expressly excluded to the extent permitted by law.

**6. Liability**

BSI PROFESSIONAL SERVICES EMEA LTD is not liable for any delays, faults or deficiencies in the material or service that the Licensee is responsible for. BSI PROFESSIONAL SERVICES EMEA LTD is not liable for any amendments, modifications or such like made by the Licensee to the Entropy Software.

In no event shall either party be liable to the other for any delay or failure to perform hereunder, when delay or failure to perform is due to causes beyond the control of the either party including,

but not limited to, acts of God, acts of the public enemy, acts of government entities, fires, floods, epidemics, quarantine restrictions, freight embargoes, and strikes or other labour disputes.

In no event shall either party be liable to the other for indirect, special or consequential damages arising out of, or in connection with any breach, or negligence of either party.

**7. Indemnity**

BSI PROFESSIONAL SERVICES EMEA LTD shall indemnify the Licensee against any loss or damage to any property or injury to or death of any person caused by any negligent act or omission or wilful misconduct of BSI PROFESSIONAL SERVICES EMEA LTD, its employees, agents or subcontractors.

The Licensee shall indemnify BSI PROFESSIONAL SERVICES EMEA LTD against any loss or damage suffered arising out of any use of the Entropy Software and any use of the related documentation beyond the rights expressly granted to the Licensee under this Agreement.

BSI PROFESSIONAL SERVICES EMEA LTD will comply with the principles of the Data Protection Act 1998 or subsequent replacements and or amendments to this Act. However, where Licensees provide BSI PROFESSIONAL SERVICES EMEA LTD with personal data or other data that is bound by the principles of the Data Protection Act or subsequent replacements and or amendments for testing or other related purposes, the Licensee shall ensure that this provision does not contravene the principles of the Data Protection Act and shall indemnify BSI PROFESSIONAL SERVICES EMEA LTD from all such claims resulting from any contraventions of this Act but, for the avoidance of doubt, BSI PROFESSIONAL SERVICES EMEA LTD will be liable for any contravention of this Act where the fault lies with BSI PROFESSIONAL SERVICES EMEA LTD.

**8. Operative Provisions**

8.1 BSI PROFESSIONAL SERVICES EMEA LTD agrees to grant the Licensee a non-exclusive Licence for the use of the Entropy Software on the following terms and conditions:

- (a) This Agreement commences on the latest of either i) the date of the purchase order for the Entropy Software or ii) installation of the Entropy Software. For the removal of doubt, the Entropy Software is deemed to be installed after completion of either of one of the following two steps: i) the Licensee is provided with access to Entropy Software, normally by provision of password access to the Entropy Software instance or ii) The Licensee has downloaded or otherwise made the Entropy Software available to users of the Licensee's own network.
- (b) The Licence fee shall be defined in any Schedule attached hereto.
- (c) The Licensee and any of its wholly owned subsidiaries will be entitled to use the Entropy Software in accordance with provisions defined in any Schedule or Addenda.
- (d) The Licensee shall not:

- (i) Save as provided in Clauses 8.3 and 8.6 below copy the whole or any part of the Entropy Software;
- (ii) Assign, transfer, sell, lease, rent, charge or otherwise deal in or encumber the Entropy Software nor use on behalf of or make available the same to any third party; or
- (iii) Reverse compile the whole or any part of the Entropy Software from object code into source code.
- (e) The Licensee shall:
- (i) Keep confidential the Entropy Software and limit access to the same to those of its employees, agents and sub-contractors who either have a need to know or who are engaged in the use of the Entropy Software (including Product Documentation);
- (ii) Maintain an up-to-date written record of the number of users of the Entropy Software and their location and upon request forthwith produce such record to BSI PROFESSIONAL SERVICES EMEA LTD;
- (iii) Grant to BSI PROFESSIONAL SERVICES EMEA LTD the right to audit the use of the Entropy Software to verify its use by the Licensee remains within the limits as defined in any Schedule or Addenda.
- (iv) Without prejudice to the foregoing take all such other steps as shall from time to time be necessary to protect the Confidential Information and intellectual property rights of BSI PROFESSIONAL SERVICES EMEA LTD in the Entropy Software.

8.2 The Entropy Software contains Confidential Information of BSI PROFESSIONAL SERVICES EMEA LTD and all copyright and other intellectual property in this Program are the exclusive property of BSI PROFESSIONAL SERVICES EMEA LTD.

8.3 The Licensee shall be entitled to make one (1) back-up copy of the Entropy Software. Any such copy shall in all respects be subject to the terms and conditions of this Agreement and shall be deemed to form part of Entropy Software.

8.4 All risk in the Entropy Software and arising from its use will pass to the Licensee upon the actual delivery or installation date as defined in clause 8.1. In cases where Entropy Software is installed on the Licensee's premises, if subsequently the Entropy Software is (in whole or in part) destroyed damaged or lost, BSI PROFESSIONAL SERVICES EMEA LTD will, upon request, replace the same subject to the Licensee paying BSI PROFESSIONAL SERVICES EMEA LTD's then prevailing charges for replacement provided such destruction, damage or loss is not due to any act, omission, or negligence of BSI PROFESSIONAL SERVICES EMEA LTD or its servants or agents and not due to a defect in the Entropy Software.

8.5 This Agreement shall continue until terminated in accordance with the provisions of Clause 8.6 below.

8.6 This Agreement may be terminated;

- (a) By Licensee upon giving not less than thirty (30) days' notice to BSI PROFESSIONAL SERVICES EMEA LTD;

(b) Forthwith by BSI PROFESSIONAL SERVICES EMEA LTD if the Licensee fails to pay any sum due thereunder within ten (10) days of the due date therefore;

(c) Forthwith by either party if the other commits any material breach of any term of this Agreement;

(d) Forthwith by either party if the other shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if the other shall be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or if a trustee, receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other or for the making of an administration order otherwise than for the purpose of an amalgamation or reconstruction;

(e) Any termination of this Agreement pursuant to this Clause shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination;

(f) Subject to the following paragraph, within thirty (30) days of the termination of this Agreement (howsoever and by whomsoever occasioned) the Licensee shall destroy all copies of the Entropy Software and related product documentation in its possession and a duly authorised officer of the Licensee shall certify in writing to BSI PROFESSIONAL SERVICES EMEA LTD that the Licensee has complied with such obligation;

(g) Notwithstanding the provisions in the above paragraph, the Licensee shall be entitled to a period of 99 years from the date of termination to keep one (1) copy of the Entropy Software and related Entropy Software product documentation free of charge in a fireproof room for archival purposes. If the Licensee uses any of the Entropy Software or the Entropy Software product documentation other than for archival purposes it shall forthwith become liable to pay to BSI PROFESSIONAL SERVICES EMEA LTD the then current fees for the purchase of the Entropy Software or any equivalent software then licensed in substitution for the Entropy Software or reinstate Maintenance and Enhancement in accordance with BSI PROFESSIONAL SERVICES EMEA LTD's Maintenance and Enhancement Agreement;

(h) Clauses 3, 4, and 8.2 shall survive termination of this Agreement without time limit and Clause 8 shall survive termination.

8.7 Neither party may assign this agreement without the other party's consent excepting for the provisions of Clause 8.6 above.

8.8 BSI PROFESSIONAL SERVICES EMEA LTD warrants that it has all legal and equitable title to the Entropy Software and that it has the right to extend the rights granted to the Licensee hereunder. BSI PROFESSIONAL SERVICES EMEA LTD will defend, indemnify, and hold harmless Licensee against any claim, suit, liability, judgement and expense arising out of actual infringement of issued patents, copyrights, trade secrets, and proprietary rights which results from the possession or use of the Entropy Software under the terms of this Agreement provided that the Licensee:

- (a) Gives notice to BSI PROFESSIONAL SERVICES EMEA LTD of any Intellectual Property Infringement forthwith upon becoming aware of the same;
- (b) Gives BSI PROFESSIONAL SERVICES EMEA LTD the sole conduct of the defence to any claim or action in respect of any Intellectual Property Infringement and does not at any time admit liability or otherwise attempt to settle or compromise the said claim or action except upon the express instructions of BSI PROFESSIONAL SERVICES EMEA LTD; and
- (c) Acts in accordance with the reasonable instructions of BSI PROFESSIONAL SERVICES EMEA LTD and gives to BSI PROFESSIONAL SERVICES EMEA LTD such assistance as it shall reasonably require in respect of the conduct of the said defence including, without prejudice, to the foregoing generality the filing or lodgement of all pleadings and other Court process and the provision of all relevant documents.

The interpretation and performance of this Agreement shall be governed by and construed in accordance with the Laws of England and the parties hereto irrevocably submit to the non-exclusive jurisdiction of the English Courts.

8.9 In the event of an Intellectual Property infringement, BSI PROFESSIONAL SERVICES EMEA LTD shall be entitled at its own expense and option either to:

(a) Procure the right for the Licensee to continue using the Intellectual Property Rights, or

(i) Make such alterations, modifications or adjustments to the Software and/or documentation so that it becomes non-infringing without incurring a material diminution in performance or function, or

(ii) Replace the infringing Software and/or documentation with non-infringing substitutes provided that such substitutes do not entail a material diminution in performance or function.

**9. Dispute**

All disputes or differences which may at any time hereafter arrive between BSI PROFESSIONAL SERVICES EMEA LTD and the Licensee in respect of the construction or effect of this Agreement or the rights, duties and liabilities of the parties hereunder or any matter or event connected with or arising out of this Agreement (a "relevant event") shall be referred to such independent Third Party (the "Third Party") as BSI PROFESSIONAL SERVICES EMEA LTD and the Licensee shall jointly nominate.

If BSI PROFESSIONAL SERVICES EMEA LTD and the Licensee fail to nominate a Third Party within fourteen (14) days of the date of occurrence of the relevant event, then the Third Party shall be nominated at the request of either BSI PROFESSIONAL SERVICES EMEA LTD or the Licensee by the President of the Law Society of England. The Third Party appointed under this Clause shall act as an expert, whose decision (including as to costs) shall except in the case of manifest error be final and binding upon BSI PROFESSIONAL SERVICES EMEA LTD and the Licensee. This Agreement shall be governed by and construed in accordance with English Law.

**10. Severability**

The invalidity or unenforceability for any reason of any provision of this Agreement shall not prejudice or affect the validity or enforceability of its other provisions. In such an event, the parties shall then use all reasonable endeavours to replace the invalid or unenforceable provision by a valid and enforceable substitute provision, the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.

**11. Notices**

Any notice that has to be given shall be in writing and shall be sent to BSI PROFESSIONAL SERVICES EMEA LTD and Licensee either by ordinary pre-paid first class post or by fax. Any notice sent by post will be deemed to have been received forty-eight (48) hours after posting. Any fax will be deemed received on the day of transmission.

This Software License agreement dated 1<sup>st</sup> January 2013 supersedes all previous Software License agreements between BSI PROFESSIONAL SERVICES EMEA LTD and the Licensee.