

GRIFFIN BROWN DIGITAL PUBLISHING LIMITED SOFTWARE LICENCE AGREEMENT

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Your right to use the software and its associated documentation ("Program") is subject to the terms set out in this licence agreement ("Agreement"). Please read this Agreement carefully before accessing the Program. If you do not agree to be bound by the terms and conditions of this Agreement, you should proceed no further, and remove the Program from your system. We shall refund to you any price you paid for the Program.

1. In this Agreement:

- 1.1 "Use" means to load, invoke, execute, store, transmit, display, (for the purposes of loading, execution, storage, transmission or display) or otherwise use the Program for your legitimate business purposes; and
- 1.2 "us", "we" and "our" means Griffin Brown Digital Publishing Ltd. and "you" and "your" mean the person, business or company purchasing the Licence.
- 1.3 (a) the headings are for convenience only and shall not affect its construction or interpretation;
(b) "including" and "includes" shall be understood to mean "including without limitation" and "includes without limitation" respectively; and (c) words of a technical nature shall be construed in accordance with general trade usage in the computer industry in England.

2. Our Licence to you

- 2.0 In consideration of your acceptance of the terms of this Agreement, we grant you a non-exclusive right to Use the Program.
- 2.1 Your right to use the Program is non-assignable except as set out in this Agreement.
- 2.2 You may Use the Program:
 - 2.2.1 as a local installation on any of your computer systems to process data supplied by, or for supply to, a sub-licence assignee (as per clause 2.3.2), if you have been assigned a "Supplier" Licence;
 - 2.2.2 as a local installation on one of your computer systems if you have purchased a "Standalone" Licence;
 - 2.2.3 as a local installation on any of your computer systems on a single physical site (where that physical site is such that no two computer systems on which the Program is installed are more than one thousand metres apart), or via networked remote invocation of installations on your computer systems, if you have purchased a "Standard Enterprise" Licence;
 - 2.2.4 on any of your computer systems as a local installation, or via networked remote invocation of installations on your computer systems, or for providing remote invocation functionality for third parties from your local installation(s), if you have purchased a "Global Enterprise" Licence;
 - 2.2.5 Any remotely-invoked functionality provided under the terms of clause 2.2.4 must be provided:
 - 2.2.5.1. Free-of-charge to the end-user
 - 2.2.5.2. Such that the end user may not submit data to participate in the invoked process that is, either directly or as the result of a transformation, a rules set, where a rules set is defined as an XML document that conforms to the SILCN specification available at <http://silcn.org/>.
- 2.3 You may transfer and sub-licence the Program as follows:
 - 2.3.1 In relation to clauses 2.2.1 and 2.2.2 above you may transfer each licensed copy of the Program from one computer to another owned by you within a single location, provided it is not Used on more than one computer at any one time or in ways otherwise than your licence permits. If you wish to use the Program otherwise than as provided for by the type of Licence you have purchased or been assigned, you must purchase the appropriate type of licence or additional licences prior to commencing any such Use.
 - 2.3.2 In the event that either:
 - 2.3.2.1 You have purchased a "Global Enterprise" Licence which permitted you to assign up to three "Supplier" licences (see clause 2.2.1) to third parties, or
 - 2.3.2.2 You have purchased a "Global Enterprise" Licence and then purchase further "Supplier" licences from us for assignment to third parties,
 - 2.3.2.3 You undertake to notify us of the names and addresses of the third parties to whom you have assigned "Supplier" licences within one month of assignment. You undertake to make any such third parties aware before assignment of the conditions and restrictions applying to the use by them of the Program.
- 2.4 Other than as permitted in this Agreement you shall not and shall not allow anyone else to:
 - 2.4.1 Use, copy, transfer, sell, sub-licence, lease, mortgage, rent, loan, publish, distribute or otherwise make the Program (or any part of it) available to any other person, whether or not for commercial gain;
 - 2.4.2 Use the Program (or any part of it) for the provision of any computer bureau, remote hosting or ASP services or in any other configuration that permits a third party to use the Program other than within the provisions of a valid "Global Enterprise" licence with us.
 - 2.4.3 Remove, change or obscure any of our or any third party proprietary notices, labels or marks associated with the Program.
- 2.5 You acknowledge that we shall retain ownership of the intellectual property rights in and to the Program.

3 How this Licence can be terminated

- 3.1 We may terminate the Licence without refund:
 - 3.1.1 if you fail to make payment on ten working days written notice of the date such sum became due under this Agreement or any other contract with Griffin Brown Digital Publishing Ltd.; or

- 3.1.2 immediately if we are notified that any finance arrangement you have made with a third party for the payment of the licence fee for the Program has ended for any reason.
- 3.2 Your Licence to Use the Program will terminate automatically if you fail to comply with any term of this Agreement, you become bankrupt, go into liquidation, suffer or make any winding up petition, make an arrangement with your creditors, have an administrator, administrative receiver or other receiver appointed, or if you suffer or file any similar action in consequence of debt.
- 3.3 Within ten working days of the termination of the Licence for any reason you shall uninstall the Program and return it to us (including any copies you have made of the Program, or any part of it) and provide a certificate signed by your duly authorised representative to confirm compliance with this clause

4 Our warranties to you

- 4.1 We warrant that the Program, when used in accordance with our operating instructions, will provide the functions and facilities and will perform substantially as described in the associated documentation supplied to you as part of the Program.
- 4.2 We warrant that during the free one month support period:
- 4.2.1 we shall provide technical advice, assistance and support by telephone fax and email during our normal business hours covering installation, registration, set up and general use;
- 4.2.2 we shall correct any errors in the Program by patching or replacing (at our sole discretion) any Program not meeting the warranties given above and if we are unable to rectify any errors in the Program, we will terminate this Agreement and refund your purchase price,
- 4.3 The warranties set out in this clause 4 are in lieu of all other warranties, representations or conditions, express or implied, statutory or otherwise, including any implied warranties of satisfactory quality and fitness for a particular purpose. We do not warrant that the Program will meet your requirements, or that the operation of it will be uninterrupted or error free.
- 4.4 We do not warrant or make any representation regarding the use of the Program or the results of such use in terms of correctness, accuracy, reliability or otherwise. No oral or written communications by or on our behalf shall create a warranty or in any way increase the scope of the warranties given by us.
- 4.5 Our entire liability and your exclusive remedy under the warranties given in this clause 4 will be, at our option either to:
- 4.5.1 repair or replace the Program or encryption medium which does not conform with the warranty; or
- 4.5.2 refund the price paid for the Program and terminate the Licence.

5 Disclaimer and limitation of liability

- 5.1 You acknowledge that the allocation of risk in this Agreement reflects the price paid for the Program and also the fact that it is not within our control how, and for what purposes, you use the Program. In no event, therefore, will we be liable for any indirect, consequential, incidental or special damage, or loss of any kind (including loss of profits, business, chargeable time, anticipated savings, goodwill, any business interruption or loss of or corruption of data) however caused and whether arising under contract, tort, including negligence, statute or otherwise.
- 5.2 If any exclusion, disclaimer or other provision contained in this Licence is held to be invalid for any reason by a court of competent jurisdiction and we become liable for loss or damage that could otherwise be limited, such liability whether in contract, tort or otherwise, will not exceed the licence fee actually paid by you for the Program.
- 5.3 Nothing in this Agreement shall exclude or limit our liability for fraud, death or personal injury arising out of our negligence or any warranty as to title or quiet possession implied by statute.

6 General

- 6.1 Any reseller, distributor or dealer (including authorised resellers) from whom you have purchased a licence of the Program is expressly not appointed or authorised by us as our servant or agent. No such person has any authority, either express or implied, to enter into any contract or provide any representation, warranty or guarantee with or to you on our behalf, or otherwise to bind us in any way whatsoever. We will not be responsible for any modifications or mergers made to the Program by such persons.
- 6.2 We shall not be liable to you in respect of any circumstances arising outside our reasonable control.
- 6.3 Our failure to enforce any particular term of this Agreement shall not be construed as a waiver of any of our rights under it.
- 6.4 If any part of this Agreement is held by a court of competent jurisdiction to be unreasonable for any reason whatsoever, the validity of the remainder of the terms will not be affected.
- 6.5 This Agreement constitutes the entire agreement between you and us in relation to the Program and the Licence and supersedes any other oral or written communications or representations with respect to the Program. Nothing in this Agreement shall limit our liability for any representation, statement or warranty that we make fraudulently.
- 6.6 Nothing in this Agreement shall confer on any third party any right or benefit under the Contracts (Rights of Third Parties) Act 1999.
- 6.7 This Agreement shall be governed by and construed in accordance with English law. The parties hereby submit to the exclusive jurisdiction of English Courts unless otherwise agreed in writing.