

SOFTWARE TERMS

1 DESCRIPTION

- 1.1 These CB Software Terms (“CB Software Terms”) are entered into for the purpose of the Master Agreement concluded between the Parties as applicable and as amended from time to time.
- 1.2 These CB Software Terms apply solely to the supply of CB Software.

2 DEFINITIONS AND INTERPRETATION

- 2.1 The following words and expressions shall have the following meanings. Any capitalised terms not otherwise defined here will have the meaning specified in the Master Agreement.

“CB Software”	means the software licensed to the Customer by CB.
“Cedar Bay”, “CB”	means the CB entity being the contracting party to the Master Agreement.
“Customer”	means the customer entity being the contracting party to the Master Agreement.
“Delivery”	means Delivery, by any means, of the CB Software to the Customer.
“Installation”	means Delivery of the CB Software on the applicable computer hardware and completion of CB’s installation test procedures. For the avoidance of doubt installation is the initial software installation ready for an implementation project to commence.
“Master Agreement”	means the master agreement between the Parties to which these CB Software Terms apply.
“Named Users”	means the individual physical users that log into the CB Software.
“Party” or “Parties”	means, individually and collectively, the contracting parties to the Master Agreement.
“Software Documentation”	means the standard software documentation describing the scope and use of the CB Software which is delivered with the CB Software in either paper or electronic form.
“Software Maintenance”	means the services described in section 4 of these CB Software Terms.
“Statement of Work”, “SoW”	means a Statement of Work as referred to in the Master Agreement and includes orders and quotations which may be agreed from time to time in writing or electronically between the parties for the delivery of CB products or services.



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3 SOFTWARE LICENCE

3.1 Licence Terms and Conditions

- 3.1.1 The Customer is granted from Delivery a non-exclusive and non-transferable licence (subject to termination as set out in the Master Agreement for the number of Named Users specified in the Order to use the CB Software in connection with its own business. For the avoidance of doubt, sub-licensing of the CB Software is expressly prohibited. Where CB is itself a licensee of any part of the CB Software the terms and conditions of the licences annexed to the Order shall apply to the relevant part of the CB Software in addition to those expressly set out in this Agreement as though CB were the Licensor and the Customer were the Licensee with such changes only as may be necessary to apply such licence terms to that part of the CB Software.
- 3.1.2 The CB Software, the CB Software Documentation, and any Intellectual Property Rights therein, remain the property of CB and the Customer is not entitled to any licence other than as specified in clause.
- 3.1.3 The Customer is not entitled to assign or transfer its rights, responsibilities, or obligations under the Master Agreement in whole or in part without the prior written consent of CB. CB may attach conditions to any such consent at its absolute discretion which may (without limitation) include a requirement for payment.
- 3.1.4 The Customer will not delete any proprietary information or any copyright or trademark notices appearing on any part of the CB Software. The Customer will keep confidential, both during and after the term of this Agreement any details of the CB Software or the CB Software Documentation, disclosing the same to its employees only on a need to know basis and subject to this obligation of confidentiality which the Customer undertakes to enforce where reasonably requested to do so by CB nor shall the Customer permit any third party to use the same.
- 3.1.5 The Customer shall make no modifications or additions to either the CB Software or the CB Software Documentation whatsoever nor attempt to reverse engineer, decompile, disassemble or in any other way interfere with the CB Software except as may be permitted by law or by the CB Software Documentation.
- 3.1.6 The Customer shall notify CB on request of all arrangements made for the use, storage, and location of the CB Software from time to time and CB shall be entitled to inspect such arrangements at any reasonable time agreed with the Customer.
- 3.1.7 Additional charges will become payable (at CB's then current standard rates) if the Customer wishes to extend the terms of this Licence. These Software Terms will apply to any such extension agreed by CB.

3.2 Supply

- 3.2.1 The CB Software is deemed accepted by the Customer on the earlier of Installation of the CB Software or the date seven (7) days after Delivery.

3.3 Warranties, Indemnities and Liabilities

- 3.3.1 CB warrants for a period of ninety (90) days from Installation that the CB Software when used in accordance with instructions for use (if any) contained in the CB Software Documentation will perform as described in the CB Software Documentation in all material respects. The Customer will be solely responsible for satisfying itself as to the suitability of the CB Software for its purpose and for the results obtained from the CB Software. No warranty is given that the software is fit for any purpose (whether or not made known to CB) other than as indicated in the software documentation.



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- 3.3.2 If the CB Software fails to perform as described in the CB Software Documentation in any material respect during a period of ninety (90) days from Installation, CB may at its sole option either replace the CB Software free of charge, or require the return of the CB Software and refund to the Customer the Licence Fee provided that:
- (a) CB receives the CB Software Defect Report from the Customer within fourteen days of the Customer becoming aware of any such defect; and
 - (b) the CB Software has been properly and correctly stored and/or used by the Customer and has not been subject to any third party intervention;
- 3.3.3 The Customer acknowledges that software in general is not error-free and agrees the existence of such errors shall not constitute a breach of these Software Terms.
- 3.3.4 The liability of CB under clause 3.3.2 is in substitution for and to the exclusion of any other claims for loss which the Customer has or may have arising out of the same set of facts.

###END###

