

LICENCE AGREEMENT

These are the terms on which you ("the Licensee") can use the software product known as Visual Portfolio Manager ("the Software") by licence from ByteDrive Limited ("BDL") whose offices are at 2 Linden Avenue Enfield Middlesex EN1 4DR.

If you wish to use the Software, your agreement to the terms contained herein will be signified by clicking the "I Accept" button below, to acknowledge acceptance of these terms. These terms will then govern your use of the Software.

IT IS HEREBY AGREED AS FOLLOWS:-

1. DEFINITIONS

In this Agreement, the following terms shall have the following meanings:

"Documentation"	documentation provided by BDL with the Software.
"Functionality Level 0"	the level of functionality which one can obtain from the Software as detailed in Schedule 1.
"Functionality Level 1"	the level of functionality which one can obtain from the Software as detailed in Schedule 1.
"Functionality Level 2"	the level of functionality which one can obtain from the Software as detailed in Schedule 1.
"HASP Key"	the security key which enables use of the Software in a secure manner and which is provided in consideration of the payment of the Level 2 Licence Fee.
"Intellectual Property Rights"	all copyright, patents, rights in designs whether registered or unregistered, topography rights, trade marks and applications for any of the foregoing, together with all trade secrets, know-how rights to confidence and other intellectual or industrial property rights in all parts of the world.
"Level 1 Licence Fee"	the annual fee payable for use by the Licensee for Functionality Level 1 as specified in Schedule 1.
"Level 2 Licence Fee"	the one-off fee payable per User for provision of HASP Key(s) as specified in Schedule 1.
"Licence Parameters"	any parameters of use specified in Schedule 1.
"Software"	the software set out in the Schedule including any New Releases supplied pursuant to this Agreement.
"Upgrades"	any improved, modified or corrected versions of the Software supplied by BDL to the Licensee.
"User"	an individual who accesses or otherwise makes use of the Software at any time during the course of this licence whether remotely, via the Internet, through a dial-up connection or otherwise.

2. LICENCE

- 2.1 BDL without charge hereby grants to the Licensee a non-exclusive, non-transferable licence in object code, to use the Software at Functionality Level 0.
- 2.2 In consideration of the payment of the Level 1 Licence Fee, BDL grants to the Licensee a non-exclusive, non-transferable licence in object code to use the Software at Functionality Level 1 in accordance with the Licence Parameters and only for its own internal business purposes, which, for the avoidance of doubt, shall not include facilities management or bureau services or use by another company.
- 2.3 In consideration of the payment of the Level 2 Licence Fee for each User, BDL will provide to the Licensee for each computer on which it uses the Software, the right to use such HASP Key for such period in respect of which the Licensee pays the Level 1 Licence Fee and subject to this licence remaining otherwise in force.
- 2.4 Any use of the Software otherwise than in accordance with the provisions of this Clause 2 shall be subject to BDL's prior written consent and any reasonable additional licence fee which BDL determines.
- 2.5 Except to the extent permitted by law, the Licensee shall not reverse compile or modify the whole or any part of the Software or merge the Software with any other software.

3. PAYMENT

- 3.1 If the Licensee wishes to upgrade to Functionality Level 1, it must pay the Level 1 Licence Fee by direct debit to BDL, using the form provided by BDL for these purposes. On receipt of such Level 1 Licence Fee, BDL will enable use of the Software at Functionality Level 1 by the Licensee.
- 3.2 If the Licensee wishes to use the Software securely, it must pay the Level 2 Licence Fee by cheque to BDL. **Please note carefully the definition of User for the purposes of calculating the correct Level 2 Licence Fee.**
- 3.3 On receipt of such Level 2 Licence Fee, BDL will issue the Licensee with the authorisation for use of the Functionality Level 2 by the number of Users in respect of which the Level 2 Licence Fee has been paid.
- 3.4 The Licensee must notify BDL if the number of Users has increased within 14 days of such increase and will have to pay a pro-rated increase of the Level 2 Licence Fee to reflect such increase, such pro-rated calculation to take into account the remaining part of the then current annual period and

the number of extra Users.

- 3.6 If the Licensee fails to pay any sum due under this Agreement when it is expressed to be due, BDL shall be entitled to charge interest on a daily basis on all overdue amounts and on outstanding interest from the date of such failure until payment (both before and after judgement) at an annual rate 4% above the base rate for the time being in force of Barclays Bank plc.
- 3.5 For all periods in respect of which the Level 1 Licence Fee has been paid, the Licensee shall be entitled to any available Upgrades as well as access to BDL's on-line user group and quarterly newsletter.
- 3.6 BDL is entitled to increase the Level 1 Licence Fee annually, however, subject to Clause 3.5 above, such increase shall not exceed twenty percent per annum.

4. INTELLECTUAL PROPERTY RIGHTS AND COPYING

- 4.1 The Licensee may copy the Software at Functionality Level 0 and the Documentation but may not charge for providing any such copy to a third party.
- 4.2 Except for backup purposes and otherwise as permitted by law, the Licensee shall not itself nor allow any third party to duplicate or otherwise reproduce the Software at Functionality Level 1.
- 4.3 The Licensee acknowledges that it obtains and will obtain no Intellectual Property Right whatsoever in any Software or Documentation by virtue of this Agreement.
- 4.4 The Licensee will notify BDL of any claim which may be made by a third party alleging that the Software or Documentation infringes the rights of a third party as soon as it becomes aware of any such actual or potential claim.
- 4.5 The Licensee shall immediately bring to the attention of BDL any infringement or suspected infringement by any third party of any of the Intellectual Property Rights in the Software or Documentation of which it becomes aware and shall at the request and expense of BDL take such action or assist BDL in taking such action as BDL may deem appropriate to protect its intellectual property.

5. TECHNICAL SUPPORT

- 5.1 The Licensee may call 0906 7160017 during weekdays from 9.30a.m. to 4.30 p.m. for assistance and enquiries regarding the Software. All calls are charged at £1 per minute.

6. WARRANTIES

- 6.1 All Software supplied by BDL is supplied on an "as is" basis and has not been written to meet the individual requirements of the Licensee and it is the sole responsibility of the Licensee to satisfy itself prior to entering into this Agreement that the Software will meet those requirements. BDL gives no warranty or representation in that respect or that the Software is without error or that the operation of the Software will be without interruption.
- 6.2 BDL in no way accepts any liability for or warrants the suitability of the Licensee's environment for the Software or the compatibility of the Software with any other software and/or hardware used by the Licensee.
- 6.3 BDL gives no warranties in connection with the Software other than that, if used in accordance with the terms hereof and the Documentation, it will perform substantially in accordance with the Documentation for a period of 30 days from the date of despatch to the Licensee. All other warranties, express or implied, statutory or otherwise are excluded.

7. LIMITATION OF LIABILITY

- 7.1 BDL is not liable for any indirect loss or consequential loss howsoever arising suffered by the Licensee (including without limitation, in respect of both consequential and indirect loss, loss of profit, revenue, data or goodwill) or for any liability of the Licensee to any third party arising in any way in connection with this Agreement whether or not such loss has been discussed by the parties pre-contract.
- 7.2 BDL shall not be liable for any loss or damage of whatsoever nature suffered by the Licensee arising out of or in connection with any breach of this Agreement by the Licensee or any act, misrepresentation, error or omission made by or on behalf of the Licensee (including without prejudice use of the Software by someone with inadequate training or experience) or arising from any cause beyond BDL's reasonable control.
- 7.3 Subject to Clauses 7.4 and 7.5 below, no matter how many claims are made and whatever the basis of such claims, BDL's maximum aggregate liability to the Licensee under or in connection with this Agreement, in respect of any direct loss (or any other loss to the extent that such loss is not excluded by Clauses 7.1-7.2 above or otherwise) whether such claim arises in contract or in tort shall not exceed a sum equal to twice the total of the Level 1 and Level 2 Licence Fees paid by the Licensee pursuant hereto.
- 7.4 Whilst BDL makes all reasonable attempts to exclude viruses from the Software, it cannot ensure such exclusion and no liability is accepted for viruses. Thus, the Licensee is recommended to insure itself against this risk.
- 7.5 None of the clauses above shall apply so as to restrict liability for death or personal injury resulting from the negligence of BDL or its appointed agents.

8. TERMINATION

- 8.1 Either party may terminate this Agreement immediately by written notice to the other in the event that any of the following occur:-

- 8.1.1 the other fails to pay any amount due hereunder within 30 days of its due date, (including without limitation the failure to pay the annual renewal of the Level 1 Licence Fee within 30 days of the anniversary of the first payment thereof) or breaches any term of this Agreement and such breach is incapable of remedy or continues for a period of 30 days after notice requiring the same to be remedied has been given by the terminating party to the other party; or
- 8.1.2 an order is made or a resolution is passed for the winding up of the other party, or if a provisional liquidator is appointed in respect of the other party, or if an administration order is made in respect of the other, or if a receiver is appointed in respect of the other or all or any of its assets or if the other is unable to pay any of its debts within the meaning of Section 123 of the Insolvency Act 1986, or if any voluntary arrangement is proposed under Part 1 of the Insolvency Act 1986 in respect of the other.
- 8.2 Termination of this Agreement shall be without prejudice to any other rights or remedies of the terminating party.
- 8.3 In the event of BDL terminating this Agreement, no moneys will be refundable to the Licensee.
9. **ASSIGNMENT**
- The rights and obligations of the Licensee under this Agreement in respect of Functionality Level 1 are personal to the Licensee and may not be assigned, transferred, charged, sub-contracted or otherwise delegated or disposed of in whole or in part.
10. **NOTICES**
- Any notice given pursuant hereto may be served personally or sent by pre-paid registered letter or recorded delivery to the addresses given hereabove. Such notice shall be deemed to have been duly served upon and received by the addressee, when served personally, at the time of such service or, when posted, 48 hours after the same shall have been put into the post correctly addressed and pre-paid.
11. **WAIVER**
- Any delay or forbearance by either party in enforcing any provisions of this Agreement or any of its rights hereunder shall not be construed as a waiver of such provision or right thereafter to enforce the same.
12. **ENTIRE AGREEMENT AND SEVERANCE**
- 12.1 If any provision of this Agreement 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.
- 12.2 This written Agreement constitutes the entire agreement between the parties hereto and neither party has relied on any representation made by the other party unless such representation is expressly included herein.
13. **GOVERNING LAW**
- This Agreement shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

SCHEDULE

SOFTWARE:- Visual Portfolio Manager (VPM).

LEVEL 0

The functionality of the Software version contained upon the CD as distributed . When first installed, the Software i.e. Visual Portfolio Manager, will enable the Licensee to handle most, if not all of its document management needs, in accordance with the abilities of its computer systems. The available functions are as specified below:

Unlimited Portfolio Creation, Document Creation, Document Viewing, Client Creation, Browser Capacity, Creation of Matters, Prioritisation of Matters, Employee/Partner Creation, Other Party Creation. Comprehensive Context Sensitive Help Files.

This is not an exhaustive list and is only indicative of the capabilities of the Software at Functionality Level 0. Additionally, BDL has built in the ability for the Licensee to enhance its installation to Functionality Levels 1 and 2, in order to cover future needs as the Licensee's confidence and commitment to this Software develops.

LEVEL 0 LICENCE FEE

FREE OF CHARGE.

LEVEL 1

Functionality as Level 0 and also includes.

Folio Archiving, User Logon screens, Reminder Creation and Viewer, Invoicing facility, Timer utility and a full set of example templates (approx. 100);

Quarterly newsletter containing tutorials, examples, printed help file extracts and many other useful, hints and tips, plus news and access to on-line user/news groups via BDL's website.

LEVEL 1 LICENCE FEE (Per annum):-

£175.00

LEVEL 2

Functionality as levels 0 and 1 and secured as set out below.

This offers the full security features contained within the system and enables a System Administrator to revoke user permissions, set passwords and safeguard system and data integrity.

A single network HASP key (or standalone HASP keys) unique to the Licensee's i.e. your company, allows access to the VPM database to authorised users. An additional advantage is that the VPM database can be completely secured at any time by removal of the HASP key.

LEVEL 2 LICENCE FEE (Per User):-

£55.00

LICENCE PARAMETERS:-

End of Licence Agreement