

Innovise license agreement

This license agreement ("agreement") is entered into by **Innovise Software Ltd ("Innovise") registered in England (05640283) at Hellier House, Wychbury Court, Two Woods Lane, Brierley Hill, DY5 1TA** and "**Customer**" whose details are:

Name:
Address:

I am authorised by the above named company and agree to the quoted solution and price, subject to variation as outlined in the terms and conditions including for the avoidance of doubt additional orders placed by staff of the Customer using the online ordering system operated by Innovise.

Name	Position
_____	_____
Date	Signature
_____	_____

Definitions:

- "Customer data" shall mean any data, information, or other materials of any nature whatsoever, provided to Innovise by the customer in the course of implementing and/or using the service.
- "Electronic communications" shall mean any transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically.
- "Seat" means a unique login for each general access user.
- "Term" means any initial term and/or renewal term as defined in section 4 of this agreement.

1. Products and Services.

Innovise will provide customer with an online business application and any new features that augment or enhance the current business application (the "service"). Innovise shall host the service and may update the content, functionality, and user interface of the service from time to time in its sole discretion and in accordance with this agreement.

2. License authority

Subject to the terms and conditions of this agreement, Innovise grants customer during the term of this agreement the non-exclusive, non-transferable (except in connection with an assignment detailed later and herein) and terminable license to use the service and to display content solely for customer's internal business operations, provided such operations shall not include service bureaux use, outsourcing, renting, or time-sharing the service. Customer acknowledges and agrees that the license granted herein is not a concurrent user license and that the rights granted to customer are provided to customer on the condition that customer does not (and does not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the service or any part thereof or otherwise attempt to discover any source code, modify the service in any manner or form, or use unauthorised modified versions of the service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorised access to the service. The Customer is expressly prohibited from sublicensing use of the service to any third parties.

3. License from the Customer.

Subject to the terms and conditions of this agreement, the customer grants Innovise the non-exclusive non-transferable (except in connection with an assignment sections detailed later in this agreement) license to copy, store, record, transmit, maintain, display, view, print, or otherwise use customer data to the extent necessary to provide the service to customer. The Customer further agrees that the license to customer data shall survive the termination of this agreement for one year, solely for the purpose of storing backup customer data at an offsite storage facility.

4. License term, fee and payment.

The initial term of this agreement is for 12 months from (<date of agreement to start>) ("start date") to (<date of agreement to end>)(("end date")) ("initial term" which shall include extension thereof as provided by any subsequent agreement of the parties). The customer shall pay a total fee of £<insert fee> (excluding vat and will be liable for VAT where VAT is payable) for the services listed. The fee is due as per the sales order, or where not stated, 100% in advance of an implementation. The customer has the option to extend the initial term of this agreement, and unless they otherwise stipulated the initial term will automatically be renewed and invoiced for successive one year periods ("renewal term"), unless customer provides Innovise with notice of intent not to renew the agreement within ninety (90) days of the end date (or the end of any renewal term). Such notice shall be sent to sales@innovise.com. After the initial term, Innovise reserves the right to increase the Service fee by up to ten (10) percent per annum giving not less than ninety (60) days notice to the Customer. Any late payments shall be subject to interest charged at the maximum rate allowed by statute. In the event that Innovise incurs any costs (including but not limited to legal and professional fees) for efforts in collecting overdue payments from customer, the customer agrees to pay such costs. The customer further agrees to pay all taxes, if applicable, for the customer's access to, use, or receipt of the service.

5. Intellectual property

Innovise alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Innovise Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any other party relating to the Service. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service, the Innovise Technology or the Intellectual Property Rights owned by Innovise.

6. Limited warranties.

Innovise provides limited warranties of functionality, service level, and security, data maintenance and backup only as expressly provided in the terms of service which are available upon request and/or are posted at <http://www.innovise.com/page/104/innovise-tcs.htm>, and which are incorporated herein.

7. Disclaimer of warranties.

Except as stated in the terms of service posted at <http://www.innovise.com/page/104/innovise-tcs.htm> and incorporated herein, INNOVISE DOES NOT REPRESENT THAT CUSTOMER'S USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED, ERROR-FREE, WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICE AND/OR DOCUMENTATION WILL BE CORRECTED OR THAT THE SERVICE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE WARRANTIES STATED IN THE TERMS OF SERVICE POSTED AT <http://www.innovise.com/page/104/innovise-tcs.htm> ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY INNOVISE. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SERVICE IS PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY. THE CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.

8. Limitations of liability.

THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH INNOVISE IS CHARGING HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY INNOVISE OF THE RISK OF CUSTOMER'S INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE), ARISING FROM BREACH OF WARRANTY OR BREACH OF CONTRACT, OR NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM LIABILITY OF EITHER PARTY TO ANY PERSON, BUSINESS OR OTHER BODY WHATSOEVER ARISING OUT OF OR IN THE CONNECTION WITH ANY LICENSE, USE OR OTHER EMPLOYMENT OF THE SERVICE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON BREACH OR REPUTATION OF CONTRACT, BREACH OF WARRANTY, TORT, OR OTHERWISE, SHALL IN NO CASE EXCEED THE EQUIVALENT OF 12 MONTHS IN FEES APPLICABLE AT THE TIME OF THE EVENT. THE ESSENTIAL PURPOSE OF THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF THE PARTIES ARISING FROM THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE INTEGRAL TO THE AMOUNT OF CONSIDERATION LEVIED IN CONNECTION WITH THE LICENSE OF THE SERVICE AND THAT, WERE INNOVISE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN; SUCH CONSIDERATION WOULD OF NECESSITY BE SET SUBSTANTIALLY HIGHER. THIS EXCLUSION DOES NOT APPLY TO DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF INNOVISE, ITS STAFF OR ITS CONTRACTORS AND AGENTS.

9. Terms of service.

The Customer acknowledges and agrees it has read, understands and agrees to be bound by the terms of service posted at <http://www.innovise.com/page/104/innovise-tcs.htm>. In addition, the customer agrees that any new features that augment or enhance the service, and/or any new service(s) subsequently purchased by the customer, will be subject to this agreement.

10. Termination.

Either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of a breach of any provision of this agreement or the terms of service posted at <http://www.innovise.com/page/104/innovise-tcs.htm> by the other party, provided that, during the thirty (30) day period, the breaching party fails to cure such breach. Upon termination or expiration of this agreement, customer shall have no rights to continue use of the service. If this agreement is terminated as a result of a breach on Innovise's part, Innovise shall refund the pro rata portion of any fee that may have been paid by customer for the portion of the service not furnished to customer.

11. Force majeure

Neither party shall be liable for any loss or delay resulting from any force majeure event, including, but not limited to, acts of god, fire, natural disaster, terrorism, strikes, war or military hostilities, criminal acts of third parties, or any other event in which Innovise cannot exert control of conditions, and any payment date or delivery of service date shall be extended to the extent of any delay resulting from any force majeure event. Sections 2, 3, 6, 7 and 10 shall survive the termination or expiration of this agreement.

12. Miscellaneous.

This agreement is intended to benefit and to benefit the parties hereto, their successors and assignees, but neither party may assign this agreement without written consent of the other, except such consent is not required to the successor of all or substantially all of the assignor's business or assets. This agreement does not create any joint venture, partnership, agency, or employment relationship between the parties, although Innovise reserves the right to name customer as a user of the service. This agreement (and any exhibits hereto) represent the entire agreement of the parties and supersedes all prior discussions and/or agreements between the parties and is intended to be the final expression of their agreement. It shall not be modified or amended except in writing signed by both parties. In the event of an express conflict between the terms of this agreement and the terms of any exhibit, the verbiage of this agreement prevails. This agreement shall be governed in accordance with the laws of **England and Wales**. Any disputes, actions, claims or causes of action arising out of or in connection with this agreement (or the service) shall be subject to the exclusive jurisdiction of the courts of England and Wales. If any provision is held by a court of competent jurisdiction to be contrary to law, such provision shall be limited or eliminated to the minimum extent necessary so that this agreement shall otherwise remain in full force and effect. In the event of any litigation of any controversy or dispute arising out of or in connection with this agreement, its interpretations, its performance, or the like, the prevailing party shall be awarded reasonable legal and professional fees and/or costs.