

## END-USER LICENCE & LICENCE TO USE AGREEMENT FOR AIMS SOFTWARE

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\* Maintenance of Copyright Notices. You must not remove or alter any copyright notices on all copies of the SOFTWARE PRODUCT.

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## LICENCE TO USE AGREEMENT

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

'**Software**' means the computer software system known as AIMS and includes all programs, techniques, processes, methods, know how and other information contained in the system, and all enhancements, updates or modifications or Patchfixes to the system issued by Lasa from time to time.

'**Annual Licence Fee**' means the sum agreed for the annually renewable licence fee (Licence to Use) that permits continued use of the Software at the Customer Site, for the permitted number of users.

'**Use**' means to install, run, in put, extract or read data contained in the Software.

**In consideration of the Customer paying to Lasa the Annual Licence Fee, Lasa agrees to grant and the Customer agrees to accept a non-transferable licence for the number of software user licences as specified by the applicable Licence Fee to use ONE instance of the AIMS case management software at the Customer's Site, subject to the terms and conditions.**

## TERMS AND CONDITIONS

### ▪ **Software Protection**

The AIMS name and the AIMS logo are either trademarks or registered trademarks of Lasa Ltd.

The copyright in the Software is protected and belongs to Lasa Ltd.

Any reference in this Agreement or elsewhere in correspondence between Lasa and the Customer to a 'sale' of the Software is a reference to the grant of a licence to use the software.

The Customer shall not use any information contained in the Software to develop and/or market any software, which is substantially similar in expression, content, layout or appearance for an indefinite period.

The Customer shall not adapt, modify or alter the whole or any part of the Software code in any way.

### ▪ **Grant of Licence**

This licence grants to the Customer the right to install and use **one copy** of the Software. The Customer may also store or install a copy of the Software for the purposes of security, backups and database housekeeping.

The Annual Licence Fee may be subject to periodic review and additional charges will apply if upgraded versions of the AIMS software are acquired during the life of this agreement.

The Agreement is effective from the date of delivery of the Software to the Customer and shall be annually renewable, subject to the next provision.

Without prejudice to any other rights, Lasa may revoke and terminate the licence granted by this Agreement if the Customer fails to comply with these terms and conditions. In such event the Customer must destroy all copies of the Software.

If the Software is labelled as an Upgrade or PatchFix, the Customer must be properly licenced to use the Software version eligible for the Upgrade or PatchFix, before using that version.

The Customer must not lend, distribute or copy the Software for the benefit of any other person, firm or organisation with or without charge.

This Agreement is non-assignable and non-transferable without the prior written consent of both parties.

▪ **Acceptance of the Software**

The Software shall be deemed to have been fully accepted by the Customer upon the expiration of 10 working days following the initial installation of the software, having confirmed acceptance of this Agreement during the installation process (including both Upgrade or Patchfix additions to the original installation) unless the Customer has formally expressed non-acceptance in writing within that period.

▪ **Exclusion/Limitation of Liability**

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• **Support**

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