

### South Hill, 42 Southgate Street, BURY ST. EDMUNDS, ENGLAND IP33 2AZ

Tel: +44 (0) 1223 329495 FAX: +44 (0) 1223 354599 www.maxent.co.uk

## ACADEMIC LICENCE AGREEMENT.

In consideration of the agreement of you, the Licensee, to abide by the terms and conditions of this Licence, MEDC grants to the Licensee a right to use and display the LENSENT data processing system at the Premises specified and under the conditions below. This Licence comes into force when a copy, countersigned by the Licensee, has been dispatched to MEDC. While granting use, all rights not expressly granted to the Licensee are reserved by MEDC.

- 1. Title of the LENSENT system, including any copies which may be made and regardless of the form or media in or on which the original and other copies may exist, remains vested in MEDC.
- 2. The LENSENT system, and the accompanying Users' Manual, are subject to copyright owned by MEDC. The Licensee may make copies, whether for backup or otherwise, for use at the Premises. Use of copies of \products, including any version which has been modified, merged, or included with other software, is expressly prohibited except at the Premises or with the prior written consent of MEDC.
- 3. The Licensee may make modifications to the LENSENT system, but any such modified software remains subject to the terms and conditions of this Licence.
- 4. The Licensee shall not cause or permit any Third Party to use or to reproduce or have access to any part of the LENSENT system without the prior written consent of MEDC. Any authorised transferee of LENSENT shall be subject to the terms and conditions of this Licence. In no event may the Licensee transfer, assign, rent, lease, sell or otherwise dispose of LENSENT to a Third Party except with the prior written consent of MEDC.
- 5. Use for external purposes whether or not for commercial gain is expressly prohibited without the written consent of MEDC.
- 6. This Licence is effective until terminated. This Licence will terminate automatically in the event that the Licensee fails to comply with its terms and conditions. This Licence may also be terminated at the request of the Licensee. Upon termination, the Licensee shall destroy all copies of LENSENT, including modified copies, if any.
- 7. This Licence shall be governed and construed in accordance with the laws of England and Wales, and shall inure to the benefit of MEDC, its heirs and assigns

VAT Regn. No. 336 5750 45

# LIMITED WARRANTY AND DISCLAIMER OF WARRANTY

MEDC software and accompanying materials are provided "as is" without warranty of any kind. MEDC does not warrant, guarantee or make any representations regarding the use, or the results of use, of the software or written materials in terms of correctness, accuracy, reliability or otherwise. Any risk as to the results and performance of the software is assumed by the user.

The above is the only warranty of any kind, either express or implied, including any implied warranty of merchantability and fitness for a particular purpose, that is made by MEDC. No oral or written information or advice given by or in the name of MEDC shall in any way increase the scope of this warranty.

MEDC shall not be liable for any direct, indirect, consequential or incidental damages arising out of any use of MEDC software, or out of inability to make such use, even if MEDC has been advised of the possibility of such damages.

This Limited Warranty shall be governed and construed in accordance with the laws of England and Wales.

#### **Definitions:**

**MEDC** means Maximum Entropy Data Consultants Ltd., of South Hill, 42 Southgate Street, Bury St. Edmunds, Suffolk IP33 2AZ, U.K.

The Licensee means:

The Premises means the Licensee's establishment located at:

.....

The Licensee agrees to be bound by the terms and conditions of this Licence and Limited Warranty. The Licensee also agrees that the Licence and Limited Warranty are the complete and exclusive statement of agreement between the parties and supersede all proposals or prior agreements, oral or written, and any other communications between the parties relating to the subject matter of the Licence or the Limited Warranty.

## Signatures:

For MEDC	(signature)(date)
	(print name)
For the Licensee	(signature)(date)
	(print name)