

Square Box Systems Software Licence Resale Agreement

Last updated 10th February 2015

Software Licence Resale Agreement

This Software Licence Resale Agreement ("Agreement") is made up of these terms and conditions and the applicable quotation referring to these terms and conditions ("Quotation") and governs the licence and support of any products sold by Square Box Systems Limited ("Square Box"), which are owned by a third party manufacturer and referred to in the Quotation ("Resold Products") to "you" the individual, organisation or entity named on the Quotation.

Resold Products include the computer software application(s) that the licence applies to, together with any associated computer files and documentation, whether in physical or electronic form.

This Agreement applies to, but is not limited to the following Resold Products:

- Akomi (and its related services e.g. installation and proof of concept and
- CatDV archive additions (which are also known as QLSD archive, for Quantum, Archiware, ASG/Atempo, GB Labs Space and Xendata).

These Resold Products and their Stock Keeping Units (SKUs) are clearly marked on the CatDV price lists (which are available on request) or referenced by the Quotation.

Responsibility

All intellectual property rights in and to the Resold Products are owned by or licensed to the third party manufacturer ("Manufacturer"). You warrant and represent that you have entered into any and all necessary licence and/or other agreements with the Manufacturer in order to use the Resold Products ("Manufacturer Licence Agreement").

Notwithstanding the payment of the charges to Square Box under this Agreement, the Manufacturer Licence Agreement (governs the support and licensing of the Resold Products.

You acknowledge that whilst Square Box may make a Resold Product available to you by the provision of a downloaded licence key Square Box is not entitled to or able to grant or offer any additional rights, licences, warranties, or support in respect of such Resold Product and the full extent of such rights are set out in the applicable Manufacturer Licence Agreement.

Requests for support may be raised by you directly with Square Box. Whilst Square Box may communicate the support request to the Manufacturer, Square Box accepts

no liability for failure, delay or omission in passing such request on. Support, maintenance and Resold Product enhancement activities are provided by and the sole responsibility of the Manufacturer.

In consideration of downloading, installing, copying or using the Resold Products on any computer and/or device you agree to be bound by the terms of this Agreement, which both grants you rights and imposes obligations upon you. If you disagree with any of the terms of this Agreement then you must immediately stop using the Resold Products and destroy all copies of the Resold Products in your possession or on your computers and/or devices.

If you download or install a free of charge evaluation version of the Resold Product then you are only permitted to use it for evaluation purposes and only for a period of up to 30 days from the time you first install the Resold Product on any computer and/or device (or other period that may be specified by Square Box in writing to you). The purpose of the evaluation is solely to establish the correct installation of the Resold Product on your system and its suitability for your requirements, no other use of the Resold Product may be made. Certain features which are normally available may be disabled in evaluation or unregistered copies of the Resold Product, and it may stop functioning altogether at the end of the evaluation period.

If you purchase a licence to use the Resold Products from a Manufacturer via us, or one of our authorised distributors or agents, then we will arrange for the Manufacturer to supply you with an official registration code and you must enter into a licence Agreement with the Manufacturer to enable you to use the Resold Products in accordance with their terms.

You acknowledge that the Manufacturer and/or its licensors retain title to the Resold Products and all intellectual property rights therein. You acknowledge that you have no right to have access to the Resold Product in source code form or in unlocked coding or with comments. The Resold Product and its constituent files and documentation are protected by copyrighted and you may not copy the Resold Product or any part of it except as explicitly stated in this Agreement. You are permitted to install the Resold Products on one or more computer system hard disks (the number of such copies being specified by your licence with the Manufacturer). You may also make additional copies of the software as reasonably required solely for backup purposes.

Unless Square Box explicitly grant you further licences, and except as otherwise agreed in writing, any registration codes it may send to you (whether by electronic or physical means, and whether together with or separately from the Resold Product) may be installed and used on one computer only.

Likewise, any registration keys or other codes supplied by Square Box for you to use with the Resold Products (whether for evaluation purposes or not) are confidential and personal to you. Any computer files created by the Resold Products and containing details of your registration key are protected by copyright and other intellectual property rights and are confidential and may not be copied or revealed to anyone else. You agree to keep all such codes confidential and not make copies or permit their use other than under the conditions permitted by this agreement. If you intentionally reveal or allow these codes to be used by anyone who is not entitled to use them then you will be liable for any and all losses that Square Box and/or the Original Manufacturer may suffer as a result.

Licence

You may install and use the Resold Product for your internal purposes only. Except as expressly permitted by law or this Agreement you may not adapt, modify, merge, disassemble, decompile, reverse engineer, create derivative works from rent, lease, sell, transfer or sub-license the Resold Product without Square Box's and the Original Manufacturer's written agreement in advance and without imposing similar obligations to those contained in this licence on the recipient. We reserve all rights not explicitly granted to you in this Agreement.

You agree that the internal workings of the software and any computer files provided as part of the Resold Product are confidential trade secrets. If you acquire knowledge about the internal workings of the Resold Product or any other related trade secrets you agree not to disclose, distribute, disseminate or publish any such information without Square Box's prior written agreement. You recognise that trade secrets and licence enforcement mechanisms are protected by law in many jurisdictions and infringement of these conditions (even for "personal" use) may be a criminal offence punishable by law. **WARNING:** Any attempts to circumvent or defeat any licence protection mechanisms in the Resold Product, or knowingly using a registration code which was not issued or authorised by us for your use, are expressly prohibited by this agreement and may constitute a serious criminal offence in many jurisdictions, punishable by unlimited fines and/or imprisonment.

Square Box may terminate this licence at any time at its sole discretion by giving you notice in writing and pro rata refunding any licence fees that you may have paid for the Resold Product. Square Box may immediately terminate this Agreement by giving you notice in writing if it believes you have breached any of the terms of this Agreement and/or your licence agreement with the Manufacturer and no pro rata refund will be due. You may terminate the licence by deleting, destroying or returning all copies of the Resold Product in your possession and any registration codes that may have been issued to you and no refund will be due to you.

Either party may terminate this licence immediately upon notice in writing to the other party in the event that the other party becomes insolvent, is wound up, enters into liquidation, has a receiver appointed, or undergoes any similar procedure available in the country in which it is established.

Upon termination for any reason, all rights granted to you under this Agreement shall cease and you must immediately delete, remove and/or return the Resold Product from all computer equipment and immediately destroy or return it to us (in the case of destruction, you may be required to certify such destruction to us). Any obligations made on you under this Agreement not to reveal or distribute confidential or copyrighted information, including but not limited to registration codes or trade secrets related to the internal workings of the Resold Product, are intended to survive termination of this licence.

The software is not designed to be fault tolerant and is not licensed for use in situations where malfunction could lead to death, personal injury, or environmental damage, including (but not limited to) nuclear facilities, air traffic control, aircraft navigation or communication systems, or medical life support machines.

You take full responsibility for making backup copies and safeguarding any files or data.

If Square Box provide you with Resold Products which are labelled as "beta" then you recognise this is "pre-release" software which is provided solely for the purposes of evaluation and testing. You take full responsibility for making backup copies and safeguarding any files or data that may be damaged or destroyed through use of such Resold Product. Such Resold Product may not yet have been publicly announced and you agree not to disclose or discuss any details of the beta Resold Product to any third party, other than via discussion forums identified to you and provided by Square Box for this specific purpose. You recognise that the capabilities provided by such Resold Product may vary without notice from release to release, and the Resold Product may be "time limited" and cease functioning altogether after a particular date.

Warranty

The Resold Product(s), materials, code, software, documentation and publications are provided to you on an "as is" basis and Square Box cannot guarantee that they will be accurate, complete, reliable and/or timely. Except as expressly set out in this Agreement, all warranties, conditions and terms (whether express or implied by statute, common law or otherwise, including satisfactory quality, fitness for purpose and suitability) are excluded to the fullest extent permitted by law.

Limit of Liability

Square Box shall not under any circumstances whatever be liable to you, whether in contract, tort (including negligence), indemnity, breach of statutory duty or otherwise, arising under or in connection with this Agreement for: (i) loss of: profits, sales, business, revenue, anticipated savings, business opportunity, goodwill, reputation, data (ii) any indirect or consequential loss or damage, (iii) any business interruption and/or any direct losses or damages however arising.

You acknowledge that the above exclusions and limitations of liability are reasonable on the basis that any recourse for loss or damages arising in connection with the Resold Products will be dealt with via the Manufacturer Licence Agreement.

Nothing in this Agreement shall exclude our liability for death, personal injury, fraud, fraudulent misrepresentation or any other liability which cannot be excluded at law. This clause will survive termination or expiry of this Agreement.

Other

Neither Square Box nor you shall be in breach of this Agreement or liable for any delay in performing (or failure to perform) any of its obligations under this Agreement where such delay or failure arises from events beyond its reasonable control. If the period of delay lasts for 3 months then the other party may elect to terminate this Agreement by providing written notice.

No failure or delay by Square Box or by you to exercise any right or remedy provided under this agreement or by law shall constitute a waiver.

No variation of this Agreement shall be effective unless it is in writing and signed by both parties, save that Square Box Systems may at its discretion update certain terms of this Agreement from time to time, in the event that updates are made you will be notified in writing in advance.

If any part of this Agreement becomes invalid, illegal and/or unenforceable, then it shall be deemed to be modified to the extent necessary to make it valid, legal and enforceable.

This Agreement (including the Quotation) contains the entire agreement between us and you with respect to the subject matter of this licence agreement (the "**Subject Matter**") and supersedes and replaces all other written and oral communications between us and you relating to the Subject Matter. Except for the express provisions

Commercial in Confidence

in this Agreement (and any express provisions contained in any documentation which is expressly incorporated), all other warranties, conditions, terms, representations, statements, undertakings and obligations whether express or implied by statute, common law, custom, usage or otherwise are hereby excluded to the maximum extent permitted by law. Square Box and you hereby confirm that neither Square Box nor you have relied upon any representations, communications or other matters which have not been expressly stated in this Agreement, whether as an inducement to enter into this Agreement or otherwise. Notwithstanding any provision to the contrary, nothing in this Agreement limits or excludes our or your liability for fraudulent misrepresentations.

You agree that any purchase order applicable to this Agreement will not contain any additional terms and conditions or vary the terms of this Agreement and to the extent that terms and conditions are attached to any applicable purchase order they will be deemed void.

Square Box may subcontract, assign, novate or otherwise transfer its rights and obligations under this Agreement to another organization, this will not affect your rights under this Agreement. Otherwise, this Agreement may not be assigned, novated or otherwise transferred.

Nothing in this Agreement is intended to establish any partnership, agency or joint venture. Square Box and you agree that we are each acting on our own behalf and not for the benefit of anyone else.

The rights and remedies in this Agreement are in addition to, and not exclusive of, any rights or remedies at law.

This Agreement is governed by English law and any dispute or claim arising in connection with it shall be subject to the exclusive jurisdiction of the English courts.