

LOVELL JOHNS

END USER LICENCE AGREEMENT

This is a Licence agreement between the originator of the Data ["Licensor"] and the licensed end user of the Data ["Licensee"].

Grant of Licence: In consideration and upon payment by the Licensee of the appropriate licence fees. Licensor hereby grants to Licensee a personal, non-exclusive, non-transferable licence to use the Data (which expression includes any accompanying documentation and technical information) to which the licence relates on the terms and conditions of this Licence.

Licence Term: The term of this Licence shall be one year from receipt of the Data by the Licensee.

Limited Rights: This Licence gives Licensee certain limited rights to use the Data for internal purposes only. All rights not specifically granted by this Licence are reserved to Licensor.

Copyright: Copyright in the Data belongs to and remains with Licensor and/or its third-party licensors. Licensee may not remove or obscure any copyright notices attaching to the Data.

Duty of Care: Licensee agrees to use all reasonable efforts to protect the Data from unauthorised use, reproduction, distribution or publication.

Permitted Uses: Licensee may install the Data only on Licensee's own computers for Licensee's internal use on the Licensees sites and by the number of users for which fees have been paid.

Back-up Copies: The Licensee may make up to three copies of the Data for back-up purposes only but shall make no other copies of the Data.

Prohibitions: LICENSEE MAY NOT SELL, RENT, LEASE, SUBLICENSE, PUBLISH, LEND, ASSIGN, TIME-SHARE, TRANSMIT OR TRANSFER THE DATA, IN WHOLE OR IN PART, TO THIRD PARTIES OR PROVIDE THIRD PARTIES OR GRANT TO THIRD PARTIES RIGHTS UNDER THIS LICENCE.

Printed Output: Licensee may produce printed output from the Data for Licensee's own internal use or for use as illustrations forming a minor part of internally circulated reports or other similar documents produced by Licensee.

Licensee may not except with the prior written permission of Licensor produce from the Data printed output for resale or distribution to or by third parties.

All output produced from the Data must incorporate the following acknowledgements :-

© Lovell Johns Limited all rights reserved 2000

Termination: The Licence will automatically terminate without notice if Licensee fails to comply with the terms and conditions of this Licence. On termination of this Licence the Licensee shall immediately cease using the Data, shall promptly and permanently erase the Data in all its forms from any electronic storage device and shall at Licensee's expense return all physical forms of the Data to Licensee's supplier.

Limited Media Warranty: Where the data is delivered by physical media the Licensor warrants that under normal use the media upon which the Data is provided will not prove defective within a period of thirty days from receipt of Data by Licensee.

Disclaimer: Licensor gives no warranty or undertaking as to the suitability of the Data for Licensee's purposes even if Licensor has been informed in advance of such intended purposes. Whilst every reasonable effort is made to ensure that the Data is valid in all material respects at the time of release of the Data, Licensor disclaims all responsibility for any loss, damage or inconvenience caused by any inaccuracies in the Data.

Applicable Law: This Licence shall be governed by the laws of England and Wales and shall be subject to the non-exclusive jurisdiction of the English courts.