

Software Licensing Contract

The following contract will become effective commencing 27th February 2018, after the contract has been signed by both parties and a witness.

Between SImpLe (Software for Improving Learning):

The Department of Electronic Engineering

The University of York

Heslington

York, North Yorkshire

YO10 5DD

And SG3 Enterprise:

The Department of Electronic Engineering

The University of York

Heslington

York, North Yorkshire

YO10 5DD

The aim for this contract is to provide the buyer (SG3 Enterprise) with a license to use a code module developed by SImpLe. The code module will have the purpose of allowing the buyer to use and manipulate graphics. The following features will be included in the sale:

- Circles
- Lines
- Solids
- Colour
- Shading
- Position on screen
- Size
- Duration

This software will be developed such that it is compatible with the JavaFX software library.

1 Purpose of Agreement

The Buyer wishes to purchase a licence which enables them access to the above features. This will be produced by 16/04/18 by the developer and passed on to the buyer. The developer will produce the code module as above, and is ready and willing to do so as per the agreement.

2 Payments

The developer will charge the buyer the total sum of £500.

This payment will be taken in three installments as follows:

- 25% on placement of contract
- 50% upon handover of code module
- 25% upon buyer's acceptance of the code module

3 License Agreement

Permission is granted from the Developer to the Buyer to deal in the Software without limitation the rights to use, copy, modify, and/or merge copies of the Software, royalty free from the date of final payment, in perpetuity. The Buyer is not permitted to re-sell or re-license the Software in any manner except as part of a derivative work. The Developer retains all intellectual property ownership of the Software.

The software is provided "as is", without warranty of any kind, express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose, and non-infringement. In no event shall the Developers be liable for any claim, damages or other liability, whether in action of contract, tort or otherwise, arising from, out of or in connection with the Software or the use of other dealings in the Software.

4 Buyer Agreement

The agreement shall go into effect on 27/02/18, contingent on approval by the Buyer and the Developer.

Buyer Name: MARCO BOLT Developer Name: AMY JOTURNER

Signature: [Signature] Signature: [Signature]

Date: 27/02/18 Date: 27/02/18

Witness Name(s): N. D. JACKSON _____

Signatures(s): [Signature] _____

Date: 27/02/18 _____