Software Licence Agreement

PARTIES

1.   ODD SHEEP LIMITED registered in England and Wales under registration number 09345296, and our registered office is at 34 - 35 D'Arblay Street, Soho, London, W1F 8EY (the "**Licensor**"); and

2.   you, either an individual, a company or a partnership (the "**Licensee**").

AGREEMENT

1.   Definitions

1.1   Except to the extent expressly provided otherwise, in this Agreement:

"**Agreement**" means this agreement and any amendments to this Agreement from time to time;

"**Business Day**" means any weekday other than a bank or public holiday in England;

"**Effective Date**" means the date you download the Software;

"**Intellectual Property Rights**" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"**Software**" means the Trinus software development kit.

"**Website**" means the Trinus website as amended, moved or migrated from time to time.

2.   Credit

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3.   Term

3.1   This Agreement shall come into force upon the Effective Date.

3.2   This Agreement shall continue in force indefinitely, subject to termination in accordance with Clause 10.

4.   Supply of Software

The Licensor shall make the Software available for download by the Licensee from time to time.

5.   Licence

5.1   The Licensor hereby grants to the Licensee a worldwide, non-exclusive licence to:

(a)   install the Software;

(b)   use the Software;

(c)   fix, patch, improve, integrate, update and upgrade the Software, and create new versions of the Software provided in all cases the Licensor is notified immediately of any fix, patch, improvement or upgrade of the Software,

subject to the limitations and prohibitions set out and referred to in this Clause 5.

5.2   The Licensee may not sub-license and must not purport to sub-license any rights granted under Clause 5.1.

5.3   Save to the extent expressly permitted by this Agreement or required by applicable law on a non-excludable basis, any licence granted under this Clause 5 shall, except where explicitly waived by the Licensor, be subject to the following prohibitions:

(a)   the Licensee must not sell, resell, rent, lease, loan, supply, publish, distribute or redistribute the Software; and

(c)   the Licensee must not decompile, de-obfuscate or reverse engineer, or attempt to decompile, de-obfuscate or reverse engineer, the Software.

5.4   The Licensee shall be responsible for the security of copies of the Software supplied to the Licensee under this Agreement (or created from such copies) and shall use all reasonable endeavours (including all reasonable security measures) to ensure that access to such copies is restricted to persons authorised to use them under this Agreement.

6.   No assignment of Intellectual Property Rights

6.1   Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from the Licensor to the Licensee, or from the Licensee to the Licensor.

6.2   The Licensor is permitted to use any alterations to the Software under Clause 5.1(c) without approval, attribution or payment to the Licensee.

7.   Warranties

The Licensee warrants to the Licensor that it has the legal right and authority to enter into this Agreement and to perform its obligations under the Agreement.

8.   Acknowledgements and warranty limitations

8.1   The Licensee acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this Agreement, the Licensor gives no warranty or representation that the Software will be wholly free from defects, errors and bugs.

8.2   The Licensee acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this Agreement, the Licensor gives no warranty or representation that the Software will be entirely secure.

8.3   The Licensee acknowledges that the Licensor does not warrant or represent that the Software will be compatible with any other software.

8.4 The Licensee acknowledges that the Licensor will not provide any advice, including but not limited to legal, financial, accountancy or taxation advice under this Agreement or in relation to the Software and the Licensor does not warrant or represent that the Software or the use of the Software by the Licensee will not give rise to any legal liability on the part of the Licensee or any other person.

9. Limitations and exclusions of liability

9.1 The Licensor shall not be liable to the Licensee in respect of any loss of profits or anticipated savings.

9.2 The Licensor shall not be liable to the Licensee in respect of any loss of revenue or income.

9.3 The Licensor shall not be liable to the Licensee in respect of any loss of use or production.

9.4 The Licensor shall not be liable to the Licensee in respect of any loss of business, contracts or opportunities.

9.5 The Licensor shall not be liable to the Licensee in respect of any loss or corruption of any data, database or software.

9.6 The Licensor shall not be liable to the Licensee in respect of any special, indirect or consequential loss or damage.

10. Termination

10.1 The Licensor may terminate this Agreement at any time by giving the Licensee notice of termination which for the avoidance of doubt may be given on the Website.

10.2 The Licensor may terminate this Agreement immediately without notice if the Licensee commits any breach of the Agreement.

10.3 The Licensor may terminate this Agreement immediately if:

    (a) the the Licensee:

        (i) is dissolved;

        (ii) ceases to conduct all (or substantially all) of its business;

        (iii) is or becomes unable to pay its debts as they fall due;

        (iv) is or becomes insolvent or is declared insolvent; or

        (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

    (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;

    (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up;

    (d) if the Licensor is an individual:

        (i) that other party dies;

(ii)　as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or

(iii)　that other party is the subject of a bankruptcy petition or order.

11.　Effects of termination

11.1　Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, save that the following provisions of this Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 9, 11, 12 and 13.

11.2　The termination of this Agreement shall not affect the accrued rights of the Licensor.

11.3　For the avoidance of doubt, the licences of the Software in this Agreement shall terminate upon the termination of this Agreement; and, accordingly, the Licensee must immediately cease to use the Software upon the termination of this Agreement.

11.4　Within 10 Business Days following the termination of this Agreement, the Licensee shall:

(a)　return to the Licensor or dispose of as the Licensor may instruct all media in its possession or control containing the Software; and

(b)　irrevocably delete from all computer systems in its possession or control all copies of the Software.

12.　General

12.1　No breach of any provision of this Agreement shall be waived except with the express written consent of the Licensor.

12.2　If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

12.3　This Agreement may be varied from time to time by the Licensor only, by amendments to this Agreement on the Website.

12.4　You may without the prior written consent of the Licensor assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.

12.5　This Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

12.6　Subject to Clause 9.1, this Agreement shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and

shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

12.7 This Agreement shall be governed by and construed in accordance with English law.

12.8 The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

13. Interpretation

13.1 In this Agreement, a reference to a statute or statutory provision includes a reference to:

(a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and

(b) any subordinate legislation made under that statute or statutory provision.

13.2 The Clause headings do not affect the interpretation of this Agreement.

13.3 In this Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.