Software Licensing Contract

This licensing contract (the Contract) to be effective as of 27th of February 2018.

BETWEEN   **Unlock** (the Developer), located at:

The Department of Electronic Engineering
The University of York
Heslington
York
North Yorkshire
YO10 5DD

AND   **SImpLe (Software for Improving Learning)** (the Client), located at:

The Department of Electronic Engineering
The University of York
Heslington
York
North Yorkshire
YO10 5DD

Whereas the Client wishes to license a code module (the Software) to be developed by the Developer, for the display of 'text' in a software application. The following features are stipulated to be configurable in the code module:

- Source file
- Text size
- Text colour
- Text font
- Text position on screen
- Duration before text appears

The module will be developed with compatibility with the JavaFX software library.

1. Purpose of agreement

The Client wishes to license a software package with the above features from the Developer, to be provided by the Developer by 16 April 2018. The Developer is ready, willing, and able to provide this package in accordance with this agreement.

2. Payments

The Client will pay the Developer the principle sum of £500 on the following schedule:

- 25% of the principle payable on placement of the contract;
- 50% of the principle payable upon handover of the Software;

- 25% of the principle payable upon the Client's acceptance of the Software.

3. License Agreement

Permission is granted from the Developer to the Client 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 Client 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 by 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. Client Agreement

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

Client Name: _Amy Jo Turner_   **Developer Name:** _Lauren Tomasello_

Signature: _[signature]_   **Signature:** _[signature]_

Date: _27/02/18_   **Date:** _27/02/18_

Witness Name(s): _N.R. Jackson._

Signatures(s): _[signature]_

Date: _27/2/18_