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'the Licensor' means RMD Kwikform Limited (Company No. 301199),
'Software' means Beam Analysis Software including updated owned
by Licensor.

The Licensor agree to licence to the Licensee the Software on the following terms.

1. LICENCE

The Licensor grants to the Licensee a royalty free non-exclusive licence to use the Software, such licence to commence immediately and continue in perpetuity. By using the Software the Licensee agree to be bound by these Terms and Conditions.

2. TITLE AND GOODWILL

The Licensee acknowledges that the Licensor is the owner of the Software. The Licensee shall not dispute or challenge the validity of the Software, or the rights of the Licensor to the Software, during the term.

3. DUTIES OF THE PARTIES

3.1 The Licensor warrants that the Software is:

- 3.1.1 virus free; and
- 3.1.2 has been tested for correlation against known and published continuous beam data contained in load cases 1-57 of the Formwork Guide to Good Practice

3.2 The Licensee must not do or omit to do anything to diminish the rights of the Licensor in the Software or impair any registration of the rights to the Software. The Licensee must promptly notify the Licensor of any attack on the validity of any registration of the Software.

3.3 The Licensee acknowledges that the Licensor has no responsibility to maintain update or keep records of the Software.

4. INDEMNITY

4.1 The Licensor's liability to the Licensee for

- 4.1.1 death or injury resulting from its own or that of its employees' negligence; and
 - 4.1.2 damage suffered by the Licensee as a result of any breach of the obligations implied by, as applicable, section 12 of the Sale of Goods Act 1979, section 2 of the Supply of Goods and Services Act 1982 or section 8 of the Supply of Goods (Implied Terms Act) 1973
- shall not be limited.

4.2 Subject to sub-clause 4.3, the Licensee shall indemnify the Licensor against all claims, liabilities and expenses arising out of Licensee's activities under these Terms and Conditions or out of defects (whether obvious or hidden) in any designs, or products manufactured, promoted, distributed or sold by the Licensee as a result of using the Software or arising from personal injury or any infringement of any rights of the Licensor or of any third party by the design, manufacture, sale, possession or use of the products by the Licensee or the Licensee's failure to comply with all applicable laws and regulations.

4.3 The Licensor shall indemnify the Licensee against all claims, liabilities and expenses arising out of any claim that the Licensee's use of the Software duly approved in accordance with the provisions of these Terms and Conditions infringes the rights of any third party. The Licensee shall not be entitled to recover lost profits.

5. INFRINGEMENT

5.1 Each party must promptly notify the other of any actual or suspected infringement of the Software that comes to its attention ("Infringement").

5.2 The Licensee will co-operate fully with the Licensor in taking all steps required by the Licensor, in its sole discretion in connection with any Infringement, including, without limitation, legal proceedings in the name of the Licensor or in the joint names of the Licensor and the Licensee. The Licensor will be responsible for the cost of any legal proceedings it requires, and is entitled to any damages, account of profits and/or awards of costs recovered. The Licensee must use its best endeavours to assist the Licensor in any legal proceedings relating to any Infringement.

6. TERMINATION

6.1 Either party may terminate these Terms and Conditions immediately by giving notice to the other party if:

- 6.1.1 either party commits any breach of these Terms and Conditions;
- 6.1.2 the other party gives notice to the party in breach to remedy the breach (or to the extent that the breach is not capable of remedy, to give compensation for it); and
- 6.1.3 that party fails to do so within 14 days of the notice.

6.2 Either party may terminate these Terms and Conditions immediately by giving notice to the other party if the other party:

- 6.2.1 becomes insolvent, is adjudicated bankrupt or compounds with or makes any arrangement with or makes a general assignment for the benefit of its creditors;
- 6.2.2 compulsorily or voluntarily enters into liquidation, except for the purposes of a bona fide reconstruction or amalgamation;
- 6.2.3 has a receiver or manager appointed over the whole or a substantial part of its undertakings or assets;
- 6.2.4 there is a change in control of one party which, in the sole opinion of the other, materially affects the ability of that party to carry out its obligations under these Terms and Conditions in a satisfactory manner; or
- 6.2.5 ceases or threatens to cease to carry on its business.

7. EFFECT OF TERMINATION

7.1 When these Terms and Conditions are terminated

- 7.1.1 the licence to use the Software ceases immediately;
- 7.1.2 the Licensee must not design, manufacture, sell or offer any products or services of any type or description under or by reference to the Software or;
- 7.1.3 the Licensee must return to the Licensor [at its own expense] all confidential, secret or proprietary information of the Licensor (including all copies in whatever form of any such information) and undertake not to use that information for any purpose.

7.2 After any termination the Licensee may, for a period of one month from termination, continue to sell any products to which the Software was applied prior to the date of termination.

8. GENERAL

8.1 This Licence shall so far as any of its provisions remain to be, or are capable of being, performed or observed remain in full force and effect.

8.2 The Licensor may update these Terms and Conditions from time to time and any changes will be notified to you and will apply once notified.

8.3 The Licensor and Licensee can assign or transfer the right to use the Software under this Licence to third parties as they see fit.

9. LAW AND JURISDICTION AND SERVICE OF PROCESS

9.1 These Terms and Conditions shall be governed by English law.

9.2 The English courts shall have exclusive jurisdiction over any dispute or claim arising in connection with these Terms and Conditions.

10. THIRD PARTIES

These Terms and Conditions shall confer rights only upon the parties to it and accordingly, the provisions of the Contracts (Rights of Third Parties) Act 1999 are hereby excluded.