

**EUROPRACTICE SOFTWARE SERVICES RESEARCH LABORATORY
END USER AGREEMENT**

This Agreement is made the _____ day of _____ (“Effective Date”)

BETWEEN:

IntelliSense Software Corporation

located at

600 West Cummings Park
Suite 2000
Woburn
MA 01801
USA

(hereafter referred to as “Supplier”)

AND

_____ (Institution Name)
(hereafter referred to as End User)

_____ (Address of End User)

_____ (Responsible Person)

_____ (Telephone Number)

_____ (Facsimile Number)

_____ (EUROPRACTICE Research Laboratory Subscription
Number)

TERMS AND CONDITIONS

This legal document is an agreement between the End User and Supplier. The Science and Technology Facilities Council at Rutherford Appleton Laboratory, Harwell Science and Innovation Campus, Didcot, Oxon, OX11 0QX, United Kingdom, (hereinafter referred to as “RAL”), will be responsible for arranging the issue and signature of EUROPRACTICE Software Services Research Laboratory End User Agreements.

PREAMBLE:

Supplier has authorised RAL under the European Communities EURO PRACTICE programme (the "EURO PRACTICE Programme") to supply its Products (as defined below) to EURO PRACTICE Programme establishments who have been granted an End User licence in the form of this Agreement to use these Products for educational purposes.

The End User has requested Supplier to authorise the supply to it of a copy of the Products and to provide it with a licence to use the Product for the End User's educational and non-commercial research purposes only.

The End User is an educational user that is an research laboratory subscriber to the EURO PRACTICE Programme. RAL has concluded a Master Agreement with Supplier in order to enable the use of the Products on special conditions.

The use of the Product requires this Agreement.

1. GRANT OF LICENCE

Supplier hereby grants a non-exclusive, non-transferable licence to use and display a copy of their software programs (hereinafter the "Product") on the computer network installed in their organisation. Supplier reserves all rights not expressly granted to the End User.

This licence is restricted to a non-commercial research use at the location of the End User (the "Site") and excludes the right of sublicensing. "Non-commercial research use" means the use of the Product by the End User only for undergraduate teaching, postgraduate research purposes and other publicly funded research purposes which are not intended for commercial exploitation provided always that any such use by the End User, its employees, undergraduates or postgraduates hereby authorised to use the Product shall not include its or their use of the Product directly or indirectly for any commercial purpose or purposes (including any joint venture for the design or validation of commercial products). Use of the Product for other purposes or any subsequent commercialisation of the designs or products arising from publicly funded research projects designed or validated using the software may not be made without the written consent of Supplier.

The Product is comprised of trade secrets or confidential information of Supplier or its licensors; therefore save as permitted by this Agreement, the End User agrees to keep confidential and not to permit access to the Product or disclose any confidential information relating to the Product or Supplier to any third party except to its employees or agents required to know the same for the purposes of carrying out their obligations hereunder or to any student or employee wishing to use the Product for bona fide non-commercial research use; and the End User shall take all reasonable precautions to protect the confidentiality of the Product and to ensure that any person permitted access to the Product does not provide it to others. In no event shall the standard of care required by this paragraph be less than reasonable in light of general industry practice.

The End User shall allow Supplier and or RAL access to its premises (including without limitation a right of access to the Site) at reasonable times and with twenty four (24) hours notice to make such inspection and interview such persons on the premises that Supplier or RAL reasonably requires to satisfy itself that the use of the Product does not breach any of the End User's obligations under this Agreement. The End User shall comply fully with any such inspection.

2. LICENCE FEE

The End User shall pay the licence fee detailed in the current version of the EURO PRACTICE Software Services to RAL within thirty days of signing this Agreement. No licence will be granted until the licence fee has been received by RAL.

Subsequential licence fees which are mandatory for every year of continued use, including the maintenance fees, will be invoiced by RAL and shall be paid within thirty days.

3. OWNERSHIP OF THE PRODUCT

The licence is not a sale of the original Product or any copy. Title to the intellectual property rights to the Product, accompanying documentation and any copy made by End User remain with Supplier.

Supplier warrants that it has the right to grant the rights granted pursuant to this Agreement.

4. MAINTENANCE OF THE PRODUCT.

Maintenance service shall be available from RAL and will only be available if the yearly maintenance fee as detailed in the current version of the applicable EURO PRACTICE Software Services Document has been paid to RAL. Supplier shall have no obligation to provide technical support to End User.

From time to time Supplier may, at its discretion and mutual agreement of RAL, issue to RAL updates, bug fixes or patches to the Products (the "Updates"). Such Updates will be provided to End User by RAL. Supplier shall have no obligation to supply Updates to End Users. End User shall treat any an all Updates in the same manner as agreed upon in the Agreement covering the original copy of Product provided to End User.

5. COPY RESTRICTIONS

The Product and the accompanying written materials are protected by copyright. Unauthorised copying of the Product, including Product as modified, merged, or included with other software, or of the written materials, is expressly forbidden. The End User will be held legally responsible for any copyright infringement that is caused or encouraged by its failure to abide by the terms of this licence. Any alteration, change or removal of any identifications from the Product, including but not limited to copyright, trademark or other notices or proprietary legends is forbidden.

Subject to these restrictions, and if the Product is not copy protected, one (1) copy of the Product may be made solely for backup purposes unless the End User has obtained an additional licence or licences which authorise in writing the use of this Product in connection with other designated computers. In any case the End User is obliged to reproduce the copyright notice on the backup copy.

End User shall maintain a record of the number and location of all copies made of the Product and make such record available to Supplier upon request.

6. USE RESTRICTIONS.

The End User may not rent or lease the Product. The End User may not modify, adapt, translate, reverse engineer, decompile, disassemble or create derivative works based on the Product except where such decompilation is indispensable to obtain the information necessary to achieve the interoperability of an independently created computer programme with other programmes if the conditions of Article 6.1 of the European Union Council Directive dated May 14,1991, relating to the legal protection of computer programmes are met.

End User may not use, copy, modify or transfer the Product or any copy thereof in whole or in part, or grant any rights in the Product or accompanying documentation, except as expressly provided in the agreement. All rights not expressly granted are reserved by Supplier or its Suppliers.

7. TRANSFER RESTRICTIONS.

This Product is licensed only to the End User, and may not be sublicenced, transferred or assigned to anyone without the prior written consent of Supplier. Any authorised transfer of the Product shall be subject to the terms and conditions of this Agreement. In no event shall the End User transfer, assign, rent, lease, sell, timeshare or otherwise dispose of the Product on a temporary or permanent basis except as expressly provided herein.

8. LIMITED WARRANTY.

a) Supplier warrants that the Product will conform substantially to the documentation in effect for the Product when delivered, for a period of ninety (90) days from the date of delivery to the End User. Supplier warrants that it has the right to grant this licence. Supplier makes no other warranties, express or implied, on any other licensed Product, including but not limited to all implied warranties of merchantability and fitness for a particular purpose.

With regard to the special circumstances of the EURO PRACTICE Programme as a whole, RAL makes no warranties.

In no event will Supplier or RAL be liable for any indirect, special or consequential damages arising out of this Agreement.

9. LIMITATION OF LIABILITY

Supplier's entire liability to the End User for any cause of action whatsoever is limited to the amount paid for the Product that is the subject matter of the cause of action. In no event shall Supplier or its Suppliers be liable for damages for loss of data, profits or use of the Product or for special, indirect, incidental or consequential damages.

The exceptions to the limit of liability pursuant to this clause are:

- i) death or personal injury resulting from Supplier's negligence
- ii) direct loss of or damage to physical tangible property of the End User resulting from acts of the Supplier, its agents or employees whilst on the premises of the End User, in which event Supplier's liability shall not exceed 1,000,000 (one million pounds) in respect of any single occurrence or series of occurrences.
- iii) breach by Supplier of any of its obligation under this Agreement.

10. PATENT AND COPYRIGHT INDEMNITY

Supplier will defend or settle at its expense any action brought against the End User to the extent that it is based on a claim that the Product, used within the scope of this Agreement, infringes a copyright or existing patent. Supplier will pay any cost, damages and legal fees awarded against the End User in such actions which are directly attributable to such claim, provided that the End User notifies Supplier promptly in writing of the claim, that Supplier is given complete authority and co-operation by the User and all information necessary for it to conduct the defence or settlement of such claim.

Should the Product become, or in Supplier's opinion be likely to become, the subject of a claim for infringement of a copyright or patent, Supplier may at its option and expense procure for the End User the right to continue to use the Product or replace or modify the Product to make it non-infringing. In such event, Supplier shall have no further liability to the End User in respect thereof.

11. GENERAL.

a) This Agreement supersedes any written or oral agreement between Supplier and End User. This licence shall apply, unless Supplier and End User have agreed in writing to variations and additions notwithstanding any proposed variations or additions which may appear in any purchase order provided to Supplier by the End User.

Any modification of the terms of this licence must specifically refer to this Agreement and must contain the written signature of an authorised representative of Supplier and End User. No representative of Supplier has been authorised to make any representation, warranty or promise not contained in this Agreement.

b) The waiver of any breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of the same or other provisions of the Agreement. In the event that any provisions of this Agreement are held to be illegal or otherwise unenforceable, such provisions shall be severed and Supplier and End User shall negotiate, in good faith, valid substitute provisions which most nearly affect the intent of the licence. The entire licence shall not fail because of the severance of illegal or unenforceable provisions. This Licence is governed by the laws of England.

12. TERMINATION

a) This Agreement is effective until terminated pursuant to this Clause 12.

b) The Licences granted pursuant to Clause 1 of this Agreement will terminate automatically without notice from Supplier if the End User fails to comply with any provision of this Agreement.

c) Supplier may at its sole option immediately terminate this Agreement in the event that the End User fails to comply with the payment of the licence fees according to clause 2.

d) The End User may terminate this agreement by giving ninety (90) days prior written notice to Supplier and at the same time notifying RAL.

e) Either party shall have the right to terminate this Agreement by giving written notice of termination to the other if the other party is guilty of a material breach or substantial breach of its obligations hereunder and has not remedied such breach if remediable within twenty (20) days of receiving notice requiring remedy of such breach.

f) Either party shall have the right to terminate this Agreement forthwith without notice in the event that the operations of other party is suspended or wound up or a receiver appointed over all or a material part of its assets or undertaking or it ceases to exist as a separate legal entity (whether by reason of dissolution, merger, amalgamation or otherwise).

g) Upon termination, the End User shall return the written materials and all copies of the Product, including modified copies, to Supplier. On Supplier's request, the End User shall destroy all items mentioned above and prove its compliance with these obligations to Supplier.

h) Termination of this Agreement shall not release either party from its obligations of confidence under this Agreement and shall not prejudice or affect any right of action or remedy which shall have accrued prior to termination or shall accrue thereafter to either party.

i) Should the Master Agreement between Supplier and RAL be terminated or breached in any way, the End user may continue to use the Product subject to satisfactory arrangements for continuation being made with Supplier.

13. FORCE MAJEURE

Neither party shall be liable for failure to perform any of its obligations hereunder if such failure results from force majeure viz. fire, explosion, accident, civil commotion, industrial dispute or any other event beyond its reasonable control.

14. INFORMATION.

In case of any questions concerning this Agreement, the End User may contact RAL in writing, by E-mail or telephone.

Supplier

End User

Signature: _____
(AUTHORISED REPRESENTATIVE)

Signature: _____
(AUTHORISED REPRESENTATIVE)

Name: _____
(PLEASE PRINT)

Name: _____
(PLEASE PRINT)

Position: _____

Position: _____

Date: _____

Date: _____