

Licence Agreement

IMPORTANT: PLEASE READ CAREFULLY BEFORE USING THE SOFTWARE:

This licence agreement (**Licence**) is a legal agreement between you and DGauge LTD, registered in England and Wales with company number 06527181 (**we/us/our**) for the use of Routespace, which includes the computer software, the data supplied with it (if any) and the associated media (**Software**); and any online documentation (**Documentation**).

IMPORTANT NOTICE TO ALL USERS:

BY USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS LICENCE.

IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, DO NOT USE THE SOFTWARE. WE WILL NOT LICENSE THE SOFTWARE AND DOCUMENTATION TO YOU IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE.

1. Grant and scope of licence

- 1.1 In consideration of you agreeing to abide by the terms of this Licence, we hereby grant to you a non-exclusive, non-transferable licence to use the Software and the Documentation on the terms of this Licence.
- 1.2 You accept and acknowledge that the licence granted under clause 1.1 above is made on and subject to any contract (**Client Contract**) entered in to between us and our client (**Client**), who in turn, authorises you access the Software and the Documentation under the terms of any such contract.
- 1.3 You may:
 - a) use the Software for your internal business purposes, as authorised by us and/or the Client, subject to the terms of any applicable Client Contract; and
 - b) use any Documentation of the support of the use permitted under clause 1.1.
- 1.4 You must keep a secure password for your use of the Software and Documentation and keep that password confidential.

2. Restrictions

- 2.1 Except as expressly set out in this Licence or as permitted by any local law, you undertake not to:
 - a) access, store, distribute or transmit any viruses to the Software and/or the Documentation, or any material that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; promotes unlawful violence; is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or is otherwise illegal or causes damage or injury to any person or property;
 - b) (except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly

permitted under this Licence), attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means;

- c) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;
- d) access all or any part of the Software and/or Documentation in order to build a product or service which competes with the Software and/or the Documentation;
- e) use the Software and/or Documentation to provide services to third parties;
- f) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software and/or Documentation available to any third party; or
- g) attempt to obtain, or assist third parties in obtaining, access to the Software and/or Documentation.

2.2 We reserve the right, without liability or prejudice to our other rights, to disable your access (and/or the access of our Client) to the Software and/or any material that breaches the provisions of this clause 2.

3. Responsibility for use

3.1 Except as expressly and specifically provided in this Licence:

- a) you assume sole responsibility for results obtained from the use of the Software and the Documentation, and for conclusions drawn from such use. We shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to us by you in connection with the Software, or any actions taken by us at yours and/or the Client's direction;
- b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Licence; and
- c) the Software and the Documentation are provided to you on an "as is" basis.

4. Limitation of liability

4.1 You acknowledge that the Software has not been developed to meet your individual requirements and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documentation meet your requirements.

4.2 We only supply the Software and Documentation for internal use by your business, and you agree not to use the Software or Documentation for any re-sale purposes.

4.3 You accept and acknowledge that we have entered in to a Client Contract with our Client that requires us to provide you with a licence to use the Software and/or the Documentation. To the extent that you suffer and/or otherwise incur any loss or other liability through the use of the Software and/or the Documentation (and subject to the

provisions of clause 4.4 below), your claim for any such loss and/or liabilities shall be made against the Client only and, we shall not under any circumstance accept responsibility for otherwise be held liable for any loss incurred or otherwise suffered by you.

4.4 Nothing in this Licence excludes the liability of either party for:

- a) death or personal injury caused by such party's negligence;
- b) fraud or fraudulent misrepresentation; or
- c) any matter in which a party cannot legally limit or exclude or attempt to limit or exclude their liability.

4.5 Subject to clause 4.4, neither party shall be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Licence.

5. Termination

5.1 We may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service on you of written notice requiring you to do so.

5.2 This Licence will terminate automatically (without notice) upon termination or expiry of the Client Contract (howsoever arising).

5.3 Upon termination for any reason:

- a) all rights granted to you under this Licence shall cease; and
- b) you must cease all activities authorised by this Licence.

6. Other important terms

6.1 No variation of this Licence shall be effective unless it is in writing and signed by us or our authorised representatives.

6.2 No failure or delay by a party to exercise any right or remedy provided under this Licence or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

6.3 Except as expressly provided in this Licence, the rights and remedies provided under the Licence are in addition to, and not exclusive of, any rights or remedies provided by law.

6.4 If any provision (or part of a provision) of this Licence is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the

provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

- 6.5 This Licence and any document expressly referred to in it constitutes the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Licence or any document expressly referred to in it. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this in this Licence or any document expressly referred to in it.
- 6.6 The Licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 6.7 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Licence or its subject matter or formation (including non-contractual disputes or claims).