SHINOBICONTROLS LICENCE AGREEMENT

IMPORTANT NOTICE: PLEASE READ THIS DOCUMENT CAREFULLY BEFORE REGISTERING TO USE THIS SOFTWARE: This licence agreement (the "**Agreement**") is a legal agreement permitting your company or organisation to use our Software.

The minimum requirements for use of the Software are detailed in the table below:

Product	Platform	Minimum Required API Version
shinobicharts	iOS	8.0
shinobicharts advanced charting kit	iOS	8.0
shinobicharts	Android	14 (4.0 Ice Cream Sandwich)
shinobicharts advanced charting kit	Android	14 (4.0 Ice Cream Sandwich)
shinobiforms	iOS	8.0
shinobitoolkit	iOS	8.0
shinobitoolkit	Android	14 (4.0 Ice Cream Sandwich)

By clicking on the "I AGREE" checkbox below or by registering with us or accessing or using the Software, you are agreeing to the terms of this Agreement which will bind your company or organisation and its employees. If you do not agree to the terms of this Agreement, we are unwilling to licence the Software to you and you must not access or use the Software. By clicking "I AGREE" you represent that you are authorised to accept the terms of this Agreement on behalf of your company or organisation.

1. **Interpretation**

1.1.   In this Agreement the following terms shall have the following meanings:

"Licence and Support Fees"	means the licence and support fees to be paid by the Licensee to the Licensor pursuant to Clause 6.1 in respect of a full licence to use the Software;
"Commencement Date"	means the date on which the Licensee registers to use the Software under a full licence and confirms that it agrees to the terms and conditions of this Agreement;
"Confidential Information"	means information that is proprietary or confidential and is either clearly labelled as such or otherwise identified as Confidential Information;

"Documentation"	means the electronic documentation which accompanies the Software;
"Fees"	means the Annual Licence and Support Fees, together with any other sums due to be paid by the Licensee to the Licensor pursuant to this Agreement;
"Licensed Developers"	means software developers who are either employed by the Licensee or working as a contractor for the Licensee;
"Licensee"	means the company, organisation or other legal entity taking a licence of the Software, as detailed in the Registration Form;
"Licensee Applications"	means a software application which is developed by the Licensee;
"Licence Type"	means the different types of licence to use the Software which are available from the Licensor, as detailed in Appendix 1;
"Licensor"	means Scott Logic Limited (Company Number: 05377430) of 3rd Floor, 1 St James' Gate, Newcastle upon Tyne, United Kingdom, NE1 4AD;
"Registration Form"	means the online registration form which must be completed by the Licensee to access and use the Software;
"Software"	means the Licensor's suite of software products known as Shinobicontrols as detailed on the Website from time to time, including (without limitation) all software programs, data, media and documents comprised in or supplied with such product together with any new releases to that software which are made available to the Licensee pursuant to this Agreement and the Documentation;
"Support and Maintenance Services"	means the support and maintenance services to be provided by the Licensor to the Licensee, which are applicable to the Licence Type purchased by the Licensee, as detailed in Appendix 1 and 2;
"Warranty Period"	means the period of thirty (30) days following the Commencement Date;
"Website"	Means the Licensor's website at www.shinobicontrols.com;

"Term"	means the term of this Agreement where the Licensee has purchased a full licence to use the Software, as detailed in Clause 12.2;
"Third-Party Application"	A mobile application that is developed by the Licensee on behalf of a company, organisation or other legal entity that is not the licensee.
"Trial Period"	means the period during which the Licensee may use the Software on a free trial basis, being the period of thirty (30) days from the date that the Licensee registers for a free trial of the Software;

2. Trial Licences

2.1. If the Licensee has opted for a free trial of the Software, the Licensor grants to the Licensee a limited, non-exclusive, non-transferable licence to permit a single Licensed Developer to use the Software free-of charge for the Trial Period solely for the purpose of carrying out an internal evaluation of the Software to determine whether the Licensee wishes to purchase a full licence of the Software pursuant to clause 3.

2.2. The licence granted under Clause 2.1 shall terminate automatically at the end of the Trial Period and the Licensee must make no further use of the Software thereafter, without purchasing a full licence of the Software.

2.3. The Licensee may only benefit from one free trial of the Software. If the Licensee wishes to benefit from additional free trials it must contact the Licensor to request this and Licensor may (in it absolute discretion) decline or agree to any such request. If the Licensor discovers that the Licensee has benefitted from more than one free trial, without obtaining the Licensor's prior written consent or has continued to use the Software after the end of the Trial Period without purchasing a full licence, the Licensor reserves the right to charge the Licensee the applicable licence fee for the Software in full.

2.4. The Licensee acknowledges that the trial version of the Software may have limited or restricted functionality and that the Licensor shall be under no obligation to provide Support and Maintenance Services in relation to the trial version of the Software.

3. Full Licences and Licence Types

3.1. If the Licensee wishes to purchase a full licence of the Software it must select the Licence Type it wishes to purchase and pay the applicable Licence and Support Fees.

3.2. The use which the Licensor is permitted to make of the Software under a full licence, as well as the Support and Maintenance Services which will be provided, will depend upon the Licence Type which the Licensee has purchased.

3.3. Accordingly, in addition to the terms and conditions set out in the body of the Agreement, the Licensee agrees to abide by any applicable usage requirements or restrictions applying to the Licence Type it has purchased, as detailed in Appendix 1.

4. **Grant and scope of licence**

4.1. Where the Licensee has purchased a full licence of the Software and paid the applicable Fees in full, then subject to any applicable usage requirement and restrictions detailed in Appendix 1, the Licensor hereby grants to the Licensee, a perpetual non-exclusive, non-transferable licence to do the following:

4.1.1. download and store a copy of the Software and Documentation on the Licensee's own internal computer systems; and

4.1.2. (subject to Clause 4.2) permit the Licensee's Licensed Developers to use the Software in connection with the development of Licensee Applications; and

4.1.3. publish or redistribute relevant parts of the Software in object code form only and only as a fully integrated part or component of a complete Licensee Application.

4.2. The number of Licensed Developers that the Licensee is entitled to permit to use the Software under clause 4.1.2 above, will depend upon the License Type which the Licensee has purchased as detailed in Appendix 1 and the Licensee agrees that it will not allow any applicable usage limits to be exceeded without first purchasing additional licenses or upgrading its Licence Type. In any case, such Licensed Developers must only use the Software for the purposes of the Licensee's business. The Licensee agrees to keep up to date records of all Licensed Developers who it has permitted to use the Software and to make such records available to the Licensor within thirty (30) days of the Commencement Date and on the request of the Licensor at any time. The Licensee may change its Licensed Developers with the prior written agreement of the Licensor (such agreement not to be unreasonably withheld). The Licensee agrees to ensure that all Licensed Developers, who it permits to use the Software, comply with the terms and conditions of this Agreement.

4.3. Except as expressly set out in Clause 4.1 and Clause 4.2 above no other rights or licences to use the Software or Documentation are granted to the Licensee under the terms of this Agreement. In particular, but without limitation, the Licensee may not redistribute or transfer the Software, other than as part of a bona fide complete Licensee Application and the Licensee may not (without the Licensor's prior written consent) do the following:

4.3.1. Use the Software to develop any Licensee Application which is directly or indirectly competitive with the Software, or publish or redistribute any part of the Software as part of such a product; or

4.3.2. Use the Software to develop any Licensee Application which does not contain significant value added features, or publish or redistribute any part of the Software as part of such a product.

4.4. If the Licensee redistributes the Software (or any part thereof) as part of a Licensee Application it agrees that the Licensee Application must be made available under the terms of an end user licence agreement which, to the maximum extent permitted by law;

4.4.1. prohibits the end user from modifying, disassembling, decompiling or reverse engineering the Software; and

4.4.2. prohibits the end user from using or distributing the Software other than as part of the Licensee Application; and

4.4.3.   disclaims on behalf of Scott Logic Limited all warranties in respect of the Software and all liability in respect of any losses which may arise from the end user's use of the Software.

4.5.   If the Licensee wishes to use the Software in ways which are not permitted by this Clause 4 or the terms and conditions of this Agreement, it must obtain the Licensor's prior written permission. The Licensor may (in its absolute discretion) grant the Licensee such permission (subject to such terms as the Licensor may require) or refuse to do so.

4.6.   The Licensee acknowledges and agrees that it is only permitted to use the Software and Documentation under a full licence (as detailed in clause 4.1) during the Term of this Agreement (as defined in clause 12). Accordingly, the Licensee must allow this Agreement to be renewed and pay the applicable Annual Licence and Support Fee, on an annual basis, if it wishes to continue to use the Software and Documentation.

5.   **Licensee's undertakings**

5.1.   Except as expressly set out in this Agreement or as permitted by any mandatory provisions of applicable local law, the Licensee undertakes:

5.1.1.   not to copy the Software or Documentation except where such copying is incidental to or strictly necessary for the licensed use of the Software or where it is necessary for the purpose of back-up or operational security;

5.1.2.   not to rent, lease, sub-license, loan, sell, resell, translate, merge, adapt, vary modify the Software or Documentation except to the extent expressly permitted under Clause 4.1 above;

5.1.3.   not to make alterations to, or modifications of, the whole or any part of the Software;

5.1.4.   not to disassemble, de-compile or reverse engineer nor attempt to do any such things except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by the Licensee during such activities: (i) is used only for the purpose of achieving inter-operability of the Software with another software program; (ii) is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it; and (iii) is not used to create any software which is substantially similar to, or competitive with, the Software. Notwithstanding this Clause 5.1.4, the Licensee agrees that it is required to contact the Licensor prior to undertaking any of the activities set out in this Clause in order to establish whether such activities are in fact required to achieve the desired inter-operability;

5.1.5.   to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;

5.1.6.   to supervise and control use of the Software and ensure that the Software

is used by its Licensed Developers, employees and representatives and (if appropriate) licensees in accordance with the terms of this Agreement;

5.1.7. to include the copyright notice of the Licensor on all entire and partial copies of the Software in any form.

5.2. Subject to the Licensor agreeing to abide by any reasonable requirements regarding security and confidentiality, the Licensee must permit the Licensor its representatives, at all reasonable times and on reasonable advance notice, to inspect and have access to any premises, and to the computer equipment located there, at which the Software or the Documentation is being kept or used, and any records kept pursuant to this Agreement, for the purpose of ensuring that the Licensee is complying with the terms of this Agreement.

6. **Fees and Payment**

6.1. Where the Licensee has purchased a full licence to use the Software then in consideration of the licence granted under Clause 4.1 and the provision of Support and Maintenance Services, the Licensee agrees to pay to the Licensor the applicable Licence and Support Fees.

6.2. With respect to the Term, the Licence and Support Fee for the Term shall be the applicable fee as at the Commencement Date (or as may be agreed in writing between the parties prior to the Commencement Date) and shall be paid by the Licensee on or prior to the Commencement Date.

6.3. Removed.

6.4. Unless otherwise agreed in writing, all Fees and other sums due under this Agreement shall be paid by credit or debit card payment or by bank transfer to such bank account as the Licensor may nominate from time to time.

6.5. All sums payable under this Agreement are exclusive of VAT or any relevant local sales taxes, for which the Licensee shall be responsible.

6.6. In the event that the Licensee fails to pay any Fees due under this Agreement by the due date for payment, the Licensor shall be entitled (without prejudice to any other rights or remedies which may be available to the Licensor) to withhold access to the Software and/ or performance of the Support and Maintenance Services until such sums are paid in full.

6.7. If the Licensee fails to pay any amount payable by it under this Agreement by the due date the Licensor may additionally charge the Licensor interest on the overdue amount (payable by the Licensee immediately on demand) from the due date up to the date of actual payment, after as well as before judgment, at the rate of 4% per annum above the base rate for the time being of the Bank of England. Such interest shall accrue on a daily basis and be compounded quarterly. The Licensor may also claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 and Late Payment of Commercial Debts Regulations 2002.

7. **Intellectual property rights**

7.1. The Licensee acknowledges that all copyright and other intellectual property rights in the Software and the Documentation throughout the World belong to the Licensor, that rights in the Software are licensed (not sold) to the Licensee, and that the Licensee has no rights in, or to, the Software or the Documentation other than the right to use them in accordance with the terms of this Agreement.

7.2. The Licensee acknowledges that it has no right under this Agreement to have access to the Software in source code form or in unlocked coding or with comments.

7.3. The integrity of this Software may be protected by technical protection measures so that our intellectual property rights, including but not limited to copyright, in the Software are not misappropriated. The Licensee must not attempt in any way to remove or circumvent any such technical protection measures, nor to apply, manufacture for sale, hire, import, distribute, sell, nor let, offer, advertise or expose for sale or hire, nor have in its possession for private or commercial purposes, any means whose sole intended purpose is to facilitate the unauthorised removal or circumvention of such technical protection measures.

8. **Intellectual Property Claims**

8.1. The Licensor agrees at its own expense to defend the Licensee, at its option, settle any claim or action brought against the Licensee alleging that the possession or use of the Software (or any part thereof) in accordance with the terms of this Agreement infringes or misappropriates the copyright or trade secrets of a third party (a "**Claim**") and shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against the Licensee as a result of or in connection with any such Claim.

8.2. For the avoidance of doubt, Clause 8.1 shall not apply where the Claim in question is attributable to possession or use of the Software (or any part thereof) by the Licensee other than in accordance with the terms of this Agreement, use of the Software in combination with any hardware or software not supplied by the Licensor if the infringement would have been avoided by the use of the Software not so combined, or use of a non-current releases of the Software.

8.3. If any third party makes a Claim, or notifies an intention to make a Claim against the Licensee, the Licensor's obligations under Clause 8.1 are conditional on the Licensee:

8.3.1. as soon as reasonably practicable, giving written notice of the Claim to the Licensor, specifying the nature of the Claim in reasonable detail;

8.3.2. not making any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Licensor (such consent not to be unreasonably conditioned, withheld or delayed); and

8.3.3. giving the Licensor and its professional advisers access to such information, documentation, records and materials and such other assistance as the Licensor may reasonably require for the purpose of assessing, defending, settling or avoiding the Claim.

8.4. If any Claim is made, or in the Licensor's reasonable opinion is likely to be made, against the Licensee, the Licensor may at its sole option and expense:

8.4.1. procure for the Licensee the right to continue using the Software (or any part thereof) in accordance with the terms of this Agreement;

8.4.2. modify the Software so that it ceases to be infringing;

8.4.3. replace the Software with non-infringing software; or

8.4.4. terminate this Agreement immediately by notice in writing to the Licensee

and refund any of the Fees paid by the Licensee as at the date of termination (less a reasonable sum in respect of the Licensee's use of the Software to the date of termination) on return of the Software and all copies thereof.

8.5.   This clause 8 constitutes the Licensee's exclusive remedy and the Licensor's only liability in respect of Claims and, for the avoidance of doubt, is subject to clause 11.

9.   **Support and Maintenance**

9.1.   The Licensor shall be under no obligation to provide Support and Maintenance Services or any other technical support in relation to the Software where the Licensee is using the Software as part of a free trial pursuant to clause 2.

9.2.   Where the Licensee has purchased a full licence of the Software, then following the Commencement Date and provided that the Licensee has paid all applicable Fees by the due date for payment, the Licensor shall provide the Support and Maintenance Services. The Support and Maintenance Services to be provided to the Licensee shall depend upon the Licence Type which the Licensee has purchased and shall be provided in accordance with the provisions of Appendix 1 and 2.

10.   **Warranties**

10.1.   During the Trial Period the Software is made available to the Licensee free of charge on an "AS IS" basis and, to the maximum extent permitted by law, the Licensor disclaims all express or implied warranties, including but not limited to implied warranties of satisfactory quality, fitness for a particular purposes and non-infringement.

10.2.   If the Licensee has purchased a full licence to use the Software, the Licensor warrants that during the Warranty Period the Software will, when properly used, perform substantially in accordance with the functions described in the accompanying Documentation. If, within the Warranty Period, the Licensee notifies the Licensor in writing of any defect or fault in the Software in consequence of which it fails to perform substantially in accordance with the Documentation, and such defect or fault does not result from the Licensee having amended the Software or used it in contravention of the terms of this Agreement, the Licensor will, at its sole option, either (i) repair or replace the Software (provided that the Licensee makes available all information that may be necessary to assist the Licensor in resolving the defect or fault, including sufficient information to enable the Licensor to recreate the defect or fault); or (ii) refund to the Licensee any licence fees paid to use the Software. This Clause sets out the Licensee's sole remedy and the Licensor's sole liability for any breach of the warranty detailed in this Clause 10.1.

10.3.   Notwithstanding Clause 10.1, the Licensee acknowledges that the Software has not been developed to meet the Licensee's individual requirements and that the Licensee has been given the opportunity to use the Software on a free trial basis. Accordingly, it is the Licensee's responsibility to ensure that the facilities and functions of the Software, as described in the Documentation, meet the Licensee's requirements.

10.4.   Notwithstanding Clause 10.1, the Licensee acknowledges that the Software may not be free of bugs or errors and the Licensee agrees that the existence of any minor errors shall not constitute a breach of this Agreement.

10.5.   The Licensor warrants that it shall perform the Support and Maintenance Services in accordance with this Agreement using reasonable skill and care. If the Licensor

fails to perform the Support and Maintenance Services accordance with this warranty, the Licensor will, at its sole option, either (i) remedy or resolve the defective performance of the Support and Maintenance Services or re-perform the Support and Maintenance Services in question for no additional charge (provided that the Licensee makes available all information that may be necessary to assist the Licensor to do so); or (ii) refund to the Licensee any fees the Licensee has paid for the Support and Maintenance Services in question. This Clause sets out the Licensee's sole remedy and the Licensor's sole liability for any breach of the warranty detailed in this Clause 10.5.

11. **Licensor's Liability**

11.1. Nothing in this Agreement shall limit or exclude the liability of either party for death or personal injury resulting from negligence or for fraud, fraudulent misrepresentation.

11.2. Subject to Clause 11.1, the Licensor's liability for losses suffered by the Licensee arising out of or in connection with this Agreement, whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall (to the fullest extent permitted by law) exclude: (a) loss of income; (b) loss of business profits or contracts; (c) business interruption; (d) loss of the use of money or anticipated savings; (e) loss of information or data; (f) loss of opportunity, goodwill or reputation; (g) loss of, damage to or corruption of data; or (h) any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.

11.3. Subject to Clause 11.1, the Licensor's maximum aggregate liability under or in connection with this Agreement, or any collateral contract, whether in contract, tort (including negligence) or otherwise, shall be limited to a sum equal to any Fees paid by the Licensee under this Agreement.

11.4. This Agreement sets out the full extent of the Licensor's obligations and liabilities in respect of the supply of the Software and Documentation and the Support and Maintenance Services. In particular, there are no conditions, warranties, representations or other terms, express or implied, that are binding on the Licensor except as specifically stated in this Agreement. Any condition, warranty, representation or other term concerning the supply of the Software and Documentation and Support and Maintenance Services which might otherwise be implied into, or incorporated in, this Agreement, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.

12. **Term and Termination**

12.1. If the Licensee has opted for a free trial of the Software, this Agreement shall come into force on the date that the Licensee registers to use the trial version of the Software and (unless terminated earlier in accordance with Clause 12.4) shall continue until the end of the Trial Period.

12.2. Where the Licensee has purchased a full licence to use the Software, the Agreement shall commence, or be deemed to have commenced, on the Commencement Date and shall continue thereafter until 1st September 2019 (the "Term") unless this Agreement is terminated in accordance with Clause 12.4 below.

12.3. Removed.

12.4. The Licensor may terminate this Agreement with immediate effect at any time by

notice in writing to the Licensee;

12.4.1. if any sum required to be paid to the Licensor under the terms of this Agreement is not paid or submitted at the latest within fourteen (14) days following its due date; or

12.4.2. if the Licensee is in material or persistent breach of this Agreement and (where such breach is remediable) has failed to remedy such breach within a period of thirty (30) days of the receipt of a notice in writing from requiring it to do so; or

12.4.3. if the Licensee is wound-up or becomes insolvent or are deemed unable to pay its debts or is subject to any application or any procedure for winding up or corporate reorganisation (except for the purpose a reconstruction, or amalgamation without insolvency); or if a liquidator, receiver or manager is appointed in relation to the Licensee or any part of it; or if an administration order is made against the Licensee; or if any part of the Licensee's assets is lawfully seized as payment or security for payment; or if any procedure of similar effect to any of the foregoing is commenced in any jurisdiction or any other event occurs that causes the Licensee's dissolution.

12.5. Upon termination or expiry of this Agreement for any reason:

12.5.1. all rights granted to the Licensee under this Agreement shall cease and the Licensee must cease all activities authorised by this Agreement;

12.5.2. the Licensee must immediately pay to the Licensor any sums due to the Licensor under this Agreement.

13. **Confidentiality and Publicity**

13.1. Each party may have access to Confidential Information of the other party under or in connection with this Agreement. A party's Confidential Information shall not include information that:

13.1.1. is or becomes publicly known through no act or omission of the receiving party; or

13.1.2. was in the other party's lawful possession prior to the disclosure; or

13.1.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

13.1.4. is independently developed by the receiving party, which independent development can be shown by written evidence; or

13.1.5. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

13.2. Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose, other than as may be strictly necessary to exercise its rights or to perform its obligation under this Agreement.

13.3. Each party agrees to take all reasonable steps to ensure that the other's Confidential

Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

13.4. Notwithstanding this Clause 13, it is agreed that the Licensor may, on its Website and in its other marketing and publicity materials for the Software, name the Licensee as a user of the Software and also reference any Licensee Applications which the Licensee has released to the public and which make use of the Software.

14. **Transfer of rights and obligations**

14.1. Except as expressly provided in this Agreement, the Licensee may not transfer, assign, charge, sell, resell or otherwise dispose of this Agreement, or any of its rights or obligations arising under it, without the Licensor's prior written consent.

14.2. The Licensor may transfer, assign, charge, sub-contract or otherwise dispose of this Agreement, or any of its rights or obligations arising under it, at any time during the term of the Agreement.

14.3. This Agreement is binding on the parties and on their respective successors and permitted assigns.

15. **Notices**

15.1. All notices under this Agreement shall be in writing and must be in English. Notices shall be deemed to have been duly given: (i) when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or (ii) when sent, if transmitted by fax or e-mail and a successful transmission report or return receipt is generated; or (iii) on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or (iv) on the tenth business day following mailing, if mailed by airmail, postage prepaid, in each case addressed to the most recent address, e-mail address, or facsimile number notified to the other party.

16. **Waiver**

16.1. If the Licensor fails, at any time during the term of this Agreement, to insist on strict performance of any of the Licensee's obligations under this Agreement, or if the Licensor fails to exercise any of the rights or remedies to which the Licensor is entitled under this Agreement, this shall not constitute a waiver of such rights or remedies and shall not relieve the Licensee from compliance with such obligations.

16.2. A waiver by the Licensor of any default shall not constitute a waiver of any subsequent default. No waiver by the Licensor of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to the Licensee in writing.

17. **Severability**

17.1. If any of the terms of this Agreement are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

18. **Entire agreement**

18.1. This Agreement and any document expressly referred to in it represents the entire

agreement between the parties in relation to the licensing of the Software and Documentation and provision of the Support and Maintenance Services, supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing.

18.2. The parties to this Agreement each acknowledge that, in entering into this Agreement, neither party has relied on any representation, undertaking or promise given by the other or implied from anything said or written in negotiations between the parties before entering into this Agreement except as expressly stated in this Agreement.

18.3. Neither of the parties shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date we entered into this Agreement (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in this Agreement.

19. **Rights of Third Parties**

19.1. No person who is not a party to this Agreement may enforce any term of this Agreement and the parties agree that the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

20. **Counterparts**

20.1. This Agreement may be executed in any number of counterparts, each of which when executed shall be an original, but all of which together shall constitute one and the same instrument.

21. **Law and jurisdiction**

21.1. This Agreement, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and submitted to the non-exclusive jurisdiction of the English courts

22. **Communications**

22.1. By agreeing to these terms and conditions, you agree to the contact data you have supplied to us to be used only for the purposes of being kept up to date about future Shinobicontrols products and related news. You can unsubscribe from these communications at any time by emailing us at info@shinobicontrols.com or by clicking the unsubscribe button on any email communications.

Appendix 1

Licence Types

This Appendix details the usage requirements and restrictions as well as the level of support and maintenance applicable to different Licence Types. Currently the following Licence Types are available:

1) Trial Licence

Software licensed:	Licensee may only access and use the trial version of the Shinobicontrols software.
Licensed Developers:	Licensee may only authorise one Licensed Developer to use the Software for trial purposes
Standard Maintenance:	Not included
Enhanced Maintenance:	Not included
Technical Support:	Not included
Target Response Time (for Technical Support):	Not applicable
Integration Support:	Not included
Other Restrictions	Software may only be used during the Trial Period and for trial purposes only in accordance with Clause 2 of the Shinobicontrols Licence Agreement.

2) Enthusiast Licence:

Software licensed:	Licensee may only access and use Shinobicharts for iOS and Android
Licensed Developers:	Licensee may only authorise one Licensed Developer to use the Software per licence purchased
Standard Maintenance:	Included
Enhanced Maintenance:	Not included
Technical Support:	Not included
Target Response Time (for Technical Support):	Not applicable
Integration Support:	Not included

3) Professional Licence:

Software licensed:	Licensee may access and use the entire Shinobicontrols product suite
Licensed Developers:	License may only authorise one Licensed Developer to use the Software per licence purchased
Standard Maintenance:	Included
Enhanced Maintenance	Not included
Technical Support:	Included
Target Response Time (for Technical Support):	Within 3 working days (in the UK)
Integration Support:	Not included

4) Business Licence

Software licensed:	Licensee may access and use the Entire Shinobicontrols product suite
Licensed Developers:	Licensee may only authorise up to five (5) Licensed Developers to use the Software per licence purchased
Standard Maintenance:	Included
Enhanced Maintenance:	Included
Technical Support:	Included
Target Response Time (for Technical Support):	Within 2 working days (in the UK)
Integration Support:	1 day per annum

5) Agency Licence

Software licensed:	Licensee may access and use the entire Shinobicontrols product suite for the development of third-party applications only
Licensed Developers:	Licensee may authorise an unlimited number of Licensed Developers to use the Software
Standard Maintenance:	Included
Enhanced Maintenance:	Included
Technical Support:	Included
Target Response Time (for Technical Support):	Within 2 working day (in the UK)
Integration Support:	1 day per annum

6) Enterprise Licence

Software licensed:	Licensee may access and use the Entire Shinobicontrols product suite
Licensed Developers:	Licensee may authorise an unlimited number of Licensed Developers to use the Software
Standard Maintenance:	Included
Enhanced Maintenance:	Included
Technical Support:	Included
Target Response Time (for Technical Support):	Within 1 working day (in the UK)
Integration Support:	2 days per annum

Appendix 2

Support and Maintenance Services

1.　**Duration of Support and Maintenance Services**

1.1.　Where the Licensee has purchased a full licence to use the Software then during the Term of this Agreement and provided that the Licensee has paid all Fees due under this Agreement by the due date for payment, the Licensor will supply the Support and Maintenance Services applicable to the Licence Type purchased by the Licensee, in accordance with this Appendix 2.

1.2.　Dependant upon the Licence Type which the Licensee has purchased, Support and Maintenance Services may include Standard Maintenance, Enhanced Maintenance, Technical Support and Integration Support as further detailed below.

2.　**Standard Maintenance**

2.1.　Standard Maintenance shall comprise the following:

2.1.1.　access to any upgrades, updates and new releases of the Software (in object code form only) which the Licensor makes generally available from time to time;

2.1.2.　access to web-based/ online documentation concerning the Software.

2.2.　Barring unforeseen interruptions or planned exceptions, access to web-based/ online documentation will usually be available 24 hours a day, 365 days a year. However, the Licensor does not guarantee such availability.

3.　**Enhanced Maintenance**

3.1.　Enhanced Maintenance shall comprise the following:

3.1.1.　access to pre-release versions of upgrades, updates and new releases of the Software (in object code form only) which the Licensor generally makes available to its customers who benefit from Enhanced Maintenance;

3.1.2.　the ability to take part in a quarterly online meeting (at a time to be agreed between the parties) where Licensed Developers can engage in real time discussions with the Licensor's Shinobicontrols development team about product use, requirements and/ or potential new features.

4.　**Technical Support**

4.1.　Technical Support shall comprise the following:

4.1.1.　(subject to Section 6 below) unlimited email support for the Licensed Developers in relation to their use of the Software;

4.1.2.　escalation to the product development team for the resolution of issues where required;

4.1.3.　provision of emergency hotfixes in the event of critical bugs.

4.2. Barring unforeseen interruptions or planned exceptions, receipt of email support requests will usually be accepted 24 hours a day, 365 days a year. However, the Licensor does not guarantee such availability and email support requests will only be dealt with during business hours (in the UK).

4.3. The Licensor undertakes to use reasonable endeavours to respond to email support requests within the Target Response Times (for Technical Support) applicable to the Licensee's Licence Type as detailed in Appendix 1. This time is the elapsed time between the receipt of the support request and a written or verbal confirmation of its receipt being made to the Licensee. The time taken to resolve the subject of the support request, if such resolution is undertaken, is not specified or guaranteed.

4.4. The Licensor will use reasonable endeavours to resolve support requests made by the Licensee to the Licensee's satisfaction. The Licensor, however, gives no guarantee that it can or will solve all support requests presented by the Licensee (beyond the warranties explicitly provided to the Licensee in the Agreement).

5. **Integration Support**

5.1. Integration Support comprises remote consultancy services provided by a member of the Licensor's shinobicontrols development team. The purpose of the consultancy services shall be to provide guidance and assistance to integrate the shinobicontrols charting framework into Licensee Applications. For the avoidance of doubt such consultancy services shall be provided remotely from the Licensor's premises in the UK and not at the Licensee's site or premises.

5.2. The number of days Integration Support to be provided each year will depend on the Licence Type purchased by the Licensee as detailed in Appendix 1. Unless agreed otherwise in writing, one days' Integration Support comprises not more than eight (8) man hours consultancy provided during a single working day in the UK.

5.3. The Licensee shall be solely responsible for making contact with the Licensor to book Integration Support where it is required.

6. **Licensee's Obligations with respect to Technical Support**

6.1. The Licensee may nominate up to three (3) of its Licensed Developers as support contacts ("**Support Contacts**") for the purposes of raising technical support requests under this Agreement. The Licensee shall notify the Licensor of its Support Contacts within thirty (30) days of the Commencement Date and on request of the Licensor from time to time. The Licensee agrees to promptly notify the Licensor in writing if it changes any of its nominated Support Contacts.

6.2. The Licensee must ensure that all requests for support are channelled through its nominated Support Contacts and agrees that the Licensor shall be entitled to refuse or decline to respond to support requests which are received from any person other than the Licensee's nominated Support Contacts.

6.3. The Licensor shall not be responsible for any issue which is caused by:

6.3.1. the Licensee's improper use, improper configuration, or custom alteration or extension or modification of the Software;

6.3.2. the Licensee's use of the Software with hardware or software outwith the specifications defined in the Agreement or Documentation, or not supplied or supported by the Licensor;

6.3.3.   the Licensee's failure to install an upgrade, update or new release to the Software which includes a fix to the issue; or

6.3.4.   the Licensee's use of the Software in a manner outwith the terms of the Agreement or these Support and Maintenance Terms.

6.4.   The Licensee is deemed to be responsible for all issues not directly related to the Software including, but not limited to, other software, hardware, operating systems, networking, file systems and databases.

6.5.   The Licensor shall not be responsible for providing, or obliged to provide, technical support in relation to any issue caused by the matters referred to in paragraph 6.3 or 6.4 above or to the extent that the Licensee has modified the Software in any way.

6.6.   Where appropriate documentation exists to adequately cover the support request, the Licensee may be directed to such documentation as a resolution of the support request.

7.   **Other General conditions**

7.1.   Any new releases, upgrades, updates, bug fixes or other materials relating to the Software which are made available to the Licensee as part of the Support and Maintenance Services shall be considered to be part of the Software and subject to the terms and conditions set out in the body of the Agreement.

7.2.   All Support and Maintenance Services detailed in this Appendix 2 shall be provided only in respect of the Software (as defined in the Agreement) and not in relation to any other software products developed, licensed or sold by the Licensor. In addition, all Support and Maintenance Services detailed in this Appendix 2 shall be provided only to the Support Contacts detailed in section 6 above.