

End-User Licence Agreement (EULA)

for **LR Software** software catering to

Aquarius

THIS LICENCE FOR THE AQUARIUS SOFTWARE IS AN AGREEMENT BETWEEN LLOYD'S REGISTER EMEA, LLOYD'S REGISTER ASIA OR LLOYD'S REGISTER AMERICAS, INC (DEPENDING ON WHERE YOU ARE DOMICILED) AND YOU. THE AQUARIUS SOFTWARE IS LICENSED SUBJECT TO THE TERMS AND CONDITIONS OF THIS LICENCE AGREEMENT. THE USE OF THIS SOFTWARE CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.

THE AQUARIUS SOFTWARE REFERRED TO IN THIS LICENCE AGREEMENT IS THIS AS SUPPLIED ON THE DATE OF ACCEPTANCE OF THIS AGREEMENT.

1. DEFINITIONS AND INTERPRETATIONS

"Software" shall mean the AQUARIUS Software, the Program and the Data including any modification made thereto.

"Documentation" shall mean the written material published by LR specifically relating to the use of the Software.

"Effective Date" shall mean the date of dispatch of the Software to the Licensee.

"Data" shall mean any data embedded in the Software including any modification made thereto.

"Program" shall mean the computer program forming part of the Software including any modification made thereto.

"Site" shall mean the installation site to which the Software is delivered.

"Licensee" shall mean the person or body licensing the Software from LR.

2. LICENCE AND SUPPLY OF THE AQUARIUS SOFTWARE

2.1 Subject to the provisions of this Agreement and the Licensee fulfilling its obligations hereunder, LR hereby grants the Licensee a non-exclusive, non-transferable licence to install and use the Software in one Site. The Licensee may use the Software only for processing its own data and for its own business purposes. Except as otherwise agreed by LR in writing the Licensee may not use the Software to provide a service to any third party including subsidiary or associated companies or associates of the Licensee.

2.2 Except as provided in Clause 7 the Licensee is not permitted to copy, transfer, de-compile, disassemble or create derivatives from the Software for any purpose whatsoever.

3. DURATION

This Agreement shall commence on the Effective Date and shall continue unless and until terminated in accordance with Clause 12 hereof. The provisions of Clauses 2.2, 5, 6, 8, 10, 12.2, 14, 15 and 16.2 shall continue notwithstanding termination of this Agreement.

4. FEES

The fees payable by the Licensee for the licence granted in Clause 2.1 are as published by LR at the time of the Licensee's application for the Software.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 The copyright and all other intellectual property rights in the Software and Documentation and all Program files and other documents prepared or supplied by LR in connection with this Agreement are and will at all times remain the property of LR.

5.2 The Licensee shall have no rights in or to the Software and Documentation and all Program files other than the right to use it in accordance with the terms of this Agreement.

6. CONFIDENTIALITY

The Licensee hereby accepts that the Software and Documentation and all Program files are confidential and the Licensee shall not divulge the contents of such or any part thereof in any form to any third party other than as used in pursuance of the Licensee's business. The Licensee agrees to take all reasonable precautions to prevent unauthorised access to the Software (including access to the Licensee's premises) and to ensure that its employees comply with the confidentiality obligations imposed upon the Licensee in this Clause.

7. COPYING

The Licensee may make such copies of the Software as are necessary for the purpose only of guarding against accidental erasure but such copies must be treated for all purposes as if they had been supplied by LR under this Agreement and in particular must be protected from unauthorised access.

8. ACCESS TO PREMISES

The Licensee agrees to make such facilities available to LR as are necessary including access to the Licensee's premises to verify that the provisions of Clauses 2, 6, 7 and 12.2 have been strictly observed.

9. MAINTENANCE

9.1 LR may at its discretion make modifications to the Software by way of an up-dated version. LR reserves the right to charge the Licensee for the supply of any such updated version.

9.2 LR reserves the right to provide the Licensee with updates or supplements to the Software via automatic download to help maintain functionality. The Software may connect via the internet to LR computer systems without further notice to the Licensee and it is implied that the Licensee consents to such connection.

9.3 LR Reserves the right to extract information about LR software products from the Licensees

computer system to facilitate support and maintenance offerings.

10. WARRANTY AND LIMITATION OF LIABILITY

10.1 Program

10.1.1 [THIS SUBCLAUSE SHALL NOT APPLY TO THE UNREGISTERED DEMONSTRATION VERSION] LR warrants that for a period of three months from the Effective Date the Program shall operate substantially in accordance with the Documentation. Should the Licensee notify LR within this period of an error in the Program then LR, without charge to the Licensee, shall use its best endeavours to determine the cause of the error, to remedy it and promptly to supply corrections or a replacement Program as LR shall deem necessary. The provisions of this sub-clause shall be in lieu of any other conditions or warranties (expressed or implied), including but not limited to any warranties of merchantability or fitness for a particular purpose and shall represent LR's sole and exclusive liability with respect to any error in the Program.

10.1.2 In no event will LR be liable for indirect, incidental or consequential damage arising out of the use of or inability to use the Program, including any claim against the Licensee by any other party, even if LR has been advised of the possibility of such damages.

10.2 Data

10.2.1 In providing services, information or advice neither LR nor any of its officers, employees or agents warrants the accuracy of any information or advice supplied. Except as set out herein neither LR nor any of its officers, employees or agents (on behalf of each of whom LR has agreed this clause) shall be liable for any loss, damage or expense whatever sustained by any person due to any act, omission or error of whatsoever nature and howsoever caused of LR, its officers, employees or agents or due to any inaccuracy of whatsoever nature and howsoever caused in any information or advice given in any way whatsoever by or on behalf of LR even if held to amount to a breach of warranty. Nevertheless, if any person, who is party to the agreement pursuant to which LR provides any service, uses LR's services or relies on any information or advice given by or on behalf of LR and suffers loss, damage or expense thereby which is proved to have been due to any negligent act, omission or error of LR, its officers, employees or agents or any negligent inaccuracy in information or advice given by or on behalf of LR then LR will pay compensation to such person for his proved loss up to but not exceeding the amount of the fee (if any) charged by LR for the particular service, information or advice.

10.2.2 LR its officers, employees or agents (on behalf of each of whom this notice is given) shall be under no liability or responsibility in negligence or otherwise howsoever to any person who is not a party to this Agreement in respect of any information or advice expressly or impliedly given by LR or in respect of any act, omission or inaccuracy by LR.

10.3 None of the provisions in this clause shall apply so as to restrict LR's liability for death or personal injury resulting from LR's, its officers' or employees' negligence.

11. FORCE MAJEURE

LR shall be relieved from liability under this Agreement if and to the extent that it becomes unable to carry out all or any of its obligations as a result of any event or matter beyond its reasonable control which occurs after the date of this Agreement and which was not reasonably to be foreseen as likely to occur.

12. TERMINATION

12.1 This Agreement shall commence on the Effective Date and shall continue in force unless and until terminated with immediate effect, upon notice in writing being given by a party, if one of the following events occur:

12.1.1 In the event of the other party committing any breach of this Agreement which is remediable and not remedying the same within 30 days of notice in writing specifying such breach; or

12.1.2 If the other party commits any irremediable breach of this Agreement or repeats any such breach as has previously been the subject of a notice under Clause 12.1.1 above; or

12.1.3 If the other party commits an act of bankruptcy, enters or is put into liquidation or receivership, passes a resolution for its winding up (other than for the purpose of amalgamation or reconstruction) or makes any composition with its creditors.

12.2 Upon the termination of this Agreement the Licensee undertakes not to take copies of the Software either in printed form or in machine readable format, and to expunge the Software from its computer system.

13. ASSIGNMENT

Except as otherwise agreed by LR in writing, this Agreement shall not be assigned and the Licensee shall have no right to sub-licence transfer the benefit of or otherwise dispose of the rights hereby granted which are personal to the Licensee alone.

14. NOTICE

Any notice given under this Agreement by either party to the other must be in writing.

15. JURISDICTION

This Agreement shall be governed by and construed in accordance with English Law. The parties hereby submit to the non-exclusive jurisdiction of the English Courts.

16. MISCELLANEOUS

16.1 Any modification to this Agreement will be effective only when signed by a duly authorised representative of both parties.

16.2 Any provision herein which in any way may contravene the applicable laws or regulations of any jurisdiction to which this Agreement is subject shall be deemed to the extent of such contravention, severable and of no force or effect and shall not affect any other provision of this Agreement.