

CODICE SOFTWARE - Licence agreement for the Final User

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Licence agreement for the Final User

1. Introduction

This is a Licence Agreement (“AGREEMENT”) held between CODICE SOFTWARE, S.L. (“CODICE” onwards), company located in Valladolid - Spain, and _____ (CUSTOMER).

Through this agreement CODICE guarantees the CUSTOMER certain **Usage Rights** of CODICE’s programme “PlasticSCM”.

2. Definitions

- A. “SOFTWARE” refers to the executable code of the software described on the section “SOFTWARE description” from Appendix A of this agreement and the following releases from the SOFTWARE that CODICE will be supplying the CUSTOMER.
- B. “RELEASE” refers to any version of the SOFTWARE or any other material which has been commercialised by CODICE during or after delivering a SOFTWARE, including any kind of software supplied with the aim of improving either functions or performance of the SOFTWARE, increasing its capacity or improving the SOFTWARE usage, with the aim of mending possible mistakes in the SOFTWARE logic, together with its documentation.
- C. “DOCUMENTATION” refers to the User’s Manual as well as any other material given by CODICE in order to be used with the SOFTWARE.
- D. “SOFTWARE” refers to the set of both the SOFTWARE and the Documentation.
- E. “LICENSE FILE” refers to an ASCII file containing a set of licence codified characters which allow the SOFTWARE to run with a specific configuration.
- F. “DELIVERY DATE” refers to the date in which CODICE transfers or allows the transfer of the Licence File for the SOFTWARE to the Customer’s site, either by email or by file transfer on the net.
- G. “EFFECT DATE” refers to the date in which both parties sign this Agreement.
- H. “LICENSE PRICE” refers to the total amount required to be paid for the SOFTWARE licence or the SOFTWARE specified on this agreement.
- I. “TECHNICAL SUPPORT” refers to the Maintenance and Technical Support services given to the SOFTWARE described on Appendix B of this Agreement.
- J. “TECHNICAL SUPPORT PRICE” refers to the yearly instalment applied on the concept of Technical Support in agreement with section 7 of this Agreement.
- K. “BY USER” describes the Software License method, which restricts the SOFTWARE that the Licence applies to be used by a specified maximum number of users, whether its usage is multitasked.

- L. "PLATFORM" refers to the combination of a particular kind of computer and a particular Operating System or its version.
- M. "INITIAL TERM" is (1) one year from the Delivery Date.
- N. "UPDATING TERM" refers to any term after the Initial Term, as defined on paragraph 10(A)

3. Items provided by Codice Software

- A. CODICE will provide the CUSTOMER with the SOFTWARE as described on Appendix B. The SOFTWARE format will be executable object code which can be downloaded by file electronic transfer. The Documentation will be delivered on executable text files on electronic format so it can be printed. The CUSTOMER can copy, print or reproduce the Documentation with no restrictions, as long as copyright and property notes are reproduced similar to the original. The SOFTWARE documentation will only be given under Licence for internal aims, not commercial ones.
- B. CODICE will give the CUSTOMER a copy of the SOFTWARE modules for each computer on which it will be executed, as stated on Appendix D.
- C. CODICE will provide the CUSTOMER with a Licence File which will enable the SOFTWARE to work on the configuration specified on Appendix D.
- D. The CUSTOMER recognizes and accepts to have verified the SOFTWARE and that it applies to the usages he wants to give it. The CUSTOMER also recognizes not having been influenced by CODICE's evaluations while taking his decision.

4. Licence Rights

- A. Regarding the Licence's single payment to be realized by the CUSTOMER, CODICE allows the CUSTOMER a non-exclusive SOFTWARE licence, to be used by his workers with the aim of installing and using the SOFTWARE for his own commercial and internal matters with the configuration specified on Appendix D.
- B. The guaranteed licence described on Paragraph 4(A) will expire 60 days after the Delivery Date if CODICE does not receive the amount to be paid for the licence. In the case that the licence expired due to lack of payment, the SOFTWARE will no longer work. This is due to design and it is not a SOFTWARE defect. In this case, CODICE will re-establish the SOFTWARE functionalities on the first working day after CODICE has received the amount to cover the licence.
- C. The CUSTOMER will be able to make additional copies of the SOFTWARE as long as those are necessary for their usage. The CUSTOMER can also copy the SOFTWARE in order to save security copies. He should also reproduce and include the SOFTWARE copyright and ownership notes in any copy in the same way as they appear on the original copies given to the CUSTOMER.

- D. The SOFTWARE is configured by CODICE in order to support the number of users specified on Appendix D. The SOFTWARE licence is given “By User”, being the maximum number of user allowed to use the server reflected on Appendix D. The CUSTOMER understands that the SOFTWARE imposes this restriction and that if the SOFTWARE does not work in agreement with the Documentation because the number of users is higher than the number specified on Appendix D it is not due to a SOFTWARE defect.
- E. CODICE reserves the whole of the SOFTWARE rights which have not been specifically given by this Licence Agreement.

5. Software support

- A. Once the Technical Support price has been paid by the CUSTOMER, CODICE will supply the Technical Support described on Appendix B. The Licence payment is included on the initial instalment of the Technical Support price.
- B. During the Initial Term and any Renovation Term paid for by the CUSTOMER under Technical Support, CODICE will provide the CUSTOMER any new release without additional costs.

6. Delivery Date

- A. CODICE will give or make available to the CUSTOMER through electronic distribution the mentioned items on Section 3 of this Agreement after receiving the licence’s total payment.

7. Licence prices and technical support

- A. Licence Price. The unique Licence Price is based on the total number of users that the SOFTWARE, as configured, can give service to, in agreement with the Price List attached on Appendix C. The Licence Price covers installation, copy and usage of Software.
- B. Technical Support Price. The Licence Price includes the Technical Support Price during this Agreement’s Initial Term. If the CUSTOMER decides to buy the Technical Support on the following renovation, the Technical Support price to be paid will be the price that CODICE charges its new customers on the date of the purchase order made by the CUSTOMER for the Technical Support renovation. The payment of this renovation should be received by CODICE in thirty (30) days after the Initial Term or Renovation Term has expired; if the CUSTOMER fails to pay, CODICE can, on its own criteria, impose a 10% renovation charge to the Technical Support Price.
- C. Additional Users: The CUSTOMER can increase the number of users in which the SOFTWARE, as configured, can give service to, making an additional Licence payment for each user added. During this agreement’s Initial Term, the amount to be paid for any additional licence will be in agreement with the Price Chart on Appendix C, during any Renovation Term, the Licence price will be the price

in force at that time, which CODICE is charging its new customers. In both cases, this agreement is valid for ONE YEAR from its signature, extendable for similar periods of time, unless one of the parties denies this right which shall be given to the other party with not less than four weeks' prior written notice.

- D. Per User Licence. Both parties agree that the Licence payment is to be paid By User, as described on Sections 2(K) and 4(D) of this Agreement. In the case that one person starts a session on two systems which are located on the same place, with the appearance of two users; both parties agree that the CUSTOMER will only pay for one Licence.

8. Guarantees and compensations

- A. CODICE guarantees the CUSTOMER that it has the legal right of granting the Licence in agreement with this Agreement and that the SOFTWARE does not breaks the law regarding any kind of intellectual property right or any other third party right.
- B. CODICE guarantees that there is no pending trials regarding any aspect of the SOFTWARE and that the SOFTWARE has not been published so that its copyright will not be lost.
- C. CODICE guarantees that the SOFTWARE agrees with the specifications and descriptions described on Appendix A as well as the SOFTWARE Documentation. CODICE will not be held responsible for this guarantee's dispositions if the CUSTOMER does not incorporate all the updates released.
- D. CODICE's responsibility according to the guarantees established on section 8 clauses A, B and C will be limited to the Licence price and the Technical Support prices paid to CODICE by the CUSTOMER following this Agreement.
- E. Guarantees exceptions. With the exception of the above mentioned guarantees, CODICE does not offer any other kind of guarantee regarding any other SOFTWARE included on this Agreement, either explicit or implicit. CODICE will not be held responsible for any kind of damage, unless serious negligence derived from the product's usage or conditions of use.
- F. If there was a trial following the usage of part of the SOFTWARE infringing a third party rights referring to Intellectual Property, CODICE, at its own choice, will (i) offer the CUSTOMER the right to keep on using the SOFTWARE or (ii) will modify the SOFTWARE in a way that it does no longer break the law. If CODICE chooses the latter, its obligation will be keeping the SOFTWARE substantially in agreement with the Documentation, which will not be affected.

9. Intellectual Property

- A. The CUSTOMER recognises and agrees that he has no intellectual property right on the SOFTWARE following this Agreement's terms and that CODICE has and keeps every right, title, interest and property regarding the SOFTWARE and any other copy or update carried out either by the CUSTOMER or CODICE.

- B. The SOFTWARE is formed by information subject to intellectual property rights and commercial secrecy belonging to CODICE, whether any software part is or could be object to a copyright or valid patent.
- C. The CUSTOMER cannot alter any of the software property marks, including copyrights, trade marks, commercial secrecy and patents.
- D. Any authorised copy of the software developed by the CUSTOMER must have a reproduction or equivalent to the copyright note or any other property marks which appear on the SOFTWARE and the Documentation handed by CODICE.
- E. The CUSTOMER cannot de-compile, disassemble or use inverse engineering on the SOFTWARE.
- F. CODICE will keep the copyright belonging to any software update.

10. Deadline and Finalisation

- A. A calendar year is set as agreement duration starting on the date of its signature. This duration could be extended for similar periods of time in case there has not taken place any kind of written notice against its extension from the CUSTOMER to CODICE with 30 days notice prior to expiration of the initial term or any of its extensions. This Agreement's renovation does not include the technical support extension. The Technical support must expressly be renovated by the CUSTOMER as established on paragraph 7B of this Agreement.
- B. Both parties will have the right of resolving this Agreement if the other party does not comply with its obligations stated on sections 9, 10 or 12 of this Agreement. The intention of resolving this Agreement should be reflected on a written notice in which the causes should be exposed. Its resolution will come into force thirty (30) days from the date in which the notice is given, unless the non-complying party has fulfilled its obligations prior to the end of the thirty (30) days period of time.
- C. In the case that CODICE finalised the Agreement due to Paragraph 10(B), it could be, on its own accordance, reverse the given Licence described on paragraph 4(A) of this Agreement. CODICE will notify the CUSTOMER in writing that the Licence has been revoked and the latter should, during the following fifteen (15) days after receiving the written notice, (i) stop using the SOFTWARE and (ii) certify CODICE in writing that he has comply with all the requirements from this Paragraph (10).
- D. Rights and obligations of the parties by what is stated on sections 2, 8, 9, 11 and 12 of this Agreement will prevail after any kind of deadline of finalisation. Both parties' rights and obligations as Section 4 of this Agreement will prevail after any deadline or finalisation, except paragraph 10(B) from this Agreement. One the contractual relation between the parties expires, every right given by CODICE to the CUSTOMER, except those mentioned on this paragraph, will redound on CODICE.

11. Mediation

- A. None of the parties will be able to sell, transfer, assign, delegate or subcontract any of the rights and obligations described on this Agreement without prior written consent from the other party.
- B. In spite of the prior clause, A, if a party sells or transfers to only one entity the whole or most of its business attach to this Agreement, that party can, without the other party's consent, assign or delegate its rights and obligations established by this Agreement to that entity.
- C. When an assignation or delegation is done in accordance to clause B, CODICE will give a Licence File to the beneficiary after having received copies of the documents duly formalised bringing into effect the mentioned assignation or delegation.

12. General

- A. Applicable Law. This Agreement should be construed following the Spanish Law, excluding any choice of law rules.
- B. Public Reference. The CUSTOMER consents on the public use of its name as customer of CODICE, unless he gives written notification denying the mentioned consent.
- C. Modification. This Agreement cannot be modified unless through written notification signed by authorised representative of both parties.
- D. No Waiver. Failure to exercise any of the party's rights or no complying will not mean that the mentioned right cannot be exercise in the future.
- E. Equitable Remedies: Both parties recognise that payment will not be an adequate remedy in case of the breach of any obligation mention on the Agreement for the CUSTOMER relating to intellectual property of usage of the SOFTWARE beyond the Licence guaranteed on this Agreement. Therefore, both parties establish that apart from any other consent included on this agreement, as stated on the applicable law and in this document, CODICE and any other third party that shares software or technology with a licence with CODICE, could go to trial against breach of the Customer's obligations.
- F. Exclusive Jurisdiction and Venue. Both parties expressly renounce to their own Jurisdiction and submit to the Jurisdiction of the court in Valladolid for any kind of arbitration or dispute regarding this Agreement.
- G. Both parties will designate the mentioned venue as the one where will be held any kind of citation, notification or requirement, both judicial and non judicial.
- H. Written notice. Both parties will consider that any kind of written notice from one party to the other in agreement with this Agreement has been made on the date of the mailing, if it is sent by registered mail and address o the specific Spanish address. It will be considered that any written notice sent by any other means has been realised on the date on which it is received. Any written note

sent by fax or email is not considered as “written notice” as stated on this Agreement.

- I. Entire Agreement. This Agreement, including its Appendixes, constitutes the whole and only contract established between the parties regarding the contents included on it and replaces any kind of promise or previous agreement. There will be no covenants or undertakings other than those expressly set in this Agreement.
- J. Independent Contractors. It will not be understood by the parties or any third party that this Agreement will lead to the establishment of an agency, society or company between the CUSTOMER and CODICE.
- K. Severability. In the case that any provision of this Agreement or its Appendixes is considered invalid as any of the parties has broken the law, the remaining provisions of the Agreement will not be affected.
- L. Interpretation. In case there is any kind of doubt or disagreement between the parties regarding the interpretation of the clauses included on this agreement, the Spanish agreement will prevail.
- M. Appendixes. Appendixes A, B, C and D of this document will be incorporated and considered as part of the Agreement.

13. Signatures

Both parties, CODICE and the CUSTOMER, have read and understood this document and agree to sign it twice on the mentioned place and date.

CUSTOMER	CODICE
_____	_____
Signature	Signature
_____	_____
Name (print or type)	Name (print or type)
_____	_____
Title	Title
_____	_____
Date	Date

Customer's mailing address:	CODICE mailing address:
	CODICE SOFTWARE SL
	Edificio Centro, Of. 103
	Parque Tecnológico de Boecillo
	47151 Valladolid
	Spain

Appendix A: SOFTWARE Description

The SOFTWARE to be delivered as stated under this Agreement, CODICE-PLASTIC SCM, is a software configuration management system which provides repository, versioning, change control, shared access, integration, communication, auditing, and information services for groups of engineers, technicians and managers developing, maintaining and releasing production software.

The SOFTWARE functions as describes on CODICE's User's Guide.

CODICE keeps a published list of the Platforms on which the SOFTWARE is supported.

PlasticSCM is a client/server system which operates on heterogeneous platforms. The SOFTWARE is formed of a main server, plasticd, an instance which runs on a server machine and manages access to the main repository; and it is also formed of a main client SOFTWARE, cm, instances of which are invoked locally on each client machine which holds a workspace. The SOFTWARE also includes the rest of the modules for which there is a link to the User's Guide as well as the documentation which can be access from CODICE's website (<http://www.codicesoftware.com/soporte/docs>).

Other utility, administration and demonstration programmes can be included.

Usually, each user will have its own exclusive client installation, which has copies of the repository files with specified revisions. The server is formed of a request administrator, a data manager and a revisions repository. The data manager executes database services and keeps a set of control data which describes the status and history of revisions from the repository files, as well as any transaction carried out on it. The request administrator sequences the actions and controls all the communication with the client.

CODICE provides a transactional change mode based on atomic submissions of multiple files as one transactional change. CODICE provides a mechanism to selectively keep synchronization on client work areas with the server, so the client's installations can be reliably updated.

CODICE supports parallel development and informs, from the repository, of the client's status, history of the file changes and work in progress.

Appendix B: Support Terms and Conditions

1. Services Provided

Considering the Technical Support price paid by the CUSTOMER and the Customer's agreement of complying with the responsibilities established below, CODICE will give the CUSTOMER the following Technical Assistance and Maintenance services

Technical Assistance

- A. CODICE will help the CUSTOMER to identify any errors and malfunctioning produced when the CUSTOMER uses the SOFTWARE.
- B. CODICE will provide the CUSTOMER with support services in order to try to correct any error and malfunctioning identified. CODICE is not held responsible for any error or malfunctioning caused by any hardware or third parties using the system.
- C. All Technical Assistance will be done between 9.00 and 18.00 GMT +1, from Monday to Friday, excluding Holidays.
- D. CODICE will provide Technical Assistance via email.
- E. CODICE acquires the following commitments in order to answer to the Customer's Technical Assistance requests:
 - 1. to accept/acknowledge the support request via email within one (1) business day from the request's receipt.
 - 2. to inform the CUSTOMER about the current situation of the problem and to insert a Work Report on CODICE's tracking system when appropriate.
 - 3. to provide an answer within three (3) working days specifying CODICE's analysis and assessment including options and the estimated time for resolving the matter.
 - 4. CODICE will make a report on the software's amendment.

Maintenance

- F. CODICE will provide the CUSTOMER with every new release of the SOFTWARE published during the Technical Support Agreement to be downloaded as established on Paragraph 3(A). All downloads must be done by the CUSTOMER. CODICE will do its best to provide with releases which include corrections and will help the CUSTOMER to use the SOFTWARE in order to avoid identified errors, defects or malfunctions.
- G. The CUSTOMER will just receive the software which CODICE considers as part of the Program. For example: the CUSTOMER is entitled to any update or upgrade of the SOFTWARE, but if CODICE releases a new software with related but different functionalities with another product name, the CUSTOMER will not be entitled to the mentioned software as update for the SOFTWARE.

- H. The CUSTOMER is entitled to download, with no additional cost, versions of the SOFTWARE for any additional Platform from CODICE that appears on the published list in CODICE's list of products, as long as the aggregated configuration of users in all the servers does not exceed the Licence Configuration.
- I. From time to time CODICE can choose to stop maintenance of certain Platforms. CODICE will do this in two steps: first the Platform will be designated "Obsolescent", which means that CODICE will make new releases for the mentioned Platform only after the Customer's explicit request; this should not be sooner than a year after being designated "Obsolescent", the Platform will be declared as "Interrupted", which means that CODICE will not make any new release for that Platform. Platforms designations "Obsolescent" and "Interrupted" will be published on CODICE's website and the CUSTOMER will be responsible of checking on this website if there has been any change on a Platform's designation.
- J. The designation of a Platform as "Obsolescent" or "Interrupted" will not affect CODICE's obligation of providing Technical Assistance as established on Paragraphs from A to E on this section.
- K. The CUSTOMER has the right to change the server IP addresses, port numbers or Platforms on the authorised configuration of the Licence with no additional cost after written notification given to CODICE.

2. Customer responsibilities

- A. The CUSTOMER compromises to acquire, incorporate and keep updated the Program to the last release supplied by CODICE
- B. The CUSTOMER will designate the appropriate number of person(s) as Technical Support contact(s), as agreed among the parties. The total number of contacts will not be more than two (2) contacts per one hundred (100) users. The CUSTOMER has the right to change the contacts any time giving written notice to CODICE.
- C. In the case that the CUSTOMER does not comply with his obligations as established on the preceding two paragraphs, this would allow CODICE to deny providing Technical Support until the CUSTOMER complies with his obligations.

Appendix C: Prices

1. Licence Price

The Licence price is 595€

2. Technical Support Prices

Initial Technical Support prices are 15% of the Licence Price. Support can be renewed for the following years, at those year's current prices.

Appendix D: Configuration of the platform authorised by the licence

Configuration authorisation on the Licence for _____ detailing the specific Platforms for which the SOFTWARE will be supplied and to which this Agreement applies, as follows:

Server Licensing Information:

Server IP address: _____

Server Port Number: _____

(IP address and Port Number are required in order to prepare the Licence File).

Type of computer: _____

Operating System: _____

Number of users: _____

Designated Technical Support Contact(s):

Name: _____

Job Title: _____

Email: _____

Telephone: _____