

Metadata Technology End User License Agreement

AGREEMENT

This Metadata Technology End User License Agreement is by and between Metadata Technology Ltd located at Solly's Mill, Mill Lane, Godalming, GU7 1EY United Kingdom ("Metadata Technology Ltd") and the individual or legal entity stated in the Schedule who is using the Software ("Customer") made available by Metadata Technology Ltd and governs all use by the Customer of such software.

By downloading or using the Software you expressly accept and agree to the terms of this Agreement. If you are an individual agreeing to the terms of this agreement on behalf of an entity such as your employer, you represent that you have the legal authority to bind that entity and "you", "your" and "Customer" shall refer herein to such entity. If you do not have such authority, or if you do not agree with all the terms of this agreement, you must not download, install, deploy, or use the Software.

1. License. Subject to the terms and conditions hereof, Metadata Technology Ltd grants to Customer a limited non-exclusive non-transferable non-sub-licensable license to use the number of licensed units ("License Metric") of the Software ("Software") stated in the Schedule in object code format solely and exclusively for the purpose of Customer's use of the Software. Customer may not use the Software for any purpose except those that are expressly authorized herein.
2. Termination. This Agreement is effective from the Start Date until the end of the Term for such use as is authorized, or until terminated by either party. Customer may terminate this Agreement upon written notification to Metadata Technology Ltd at least sixty (60) days in advance. However, Customer shall not be entitled to a refund of any prepaid or other fees. Metadata Technology Ltd may terminate this Agreement if Metadata Technology Ltd finds that Customer has violated the terms hereof. Upon termination by either party, Customer shall cease using the Software, and shall destroy or return to Metadata Technology Ltd copies of the Software, if any, in its possession, and a legally empowered officer shall certify in writing that all copies thereof, including backup copies, if any were authorized, have been destroyed.

If either Party defaults in the performance of any material provision of this Agreement, then the non-defaulting Party may give written notice of such default to the defaulting Party. If the non-defaulting Party gives such notice and the default is not cured within a 30-day period following receipt of the notice by the defaulting Party, then this Agreement shall automatically terminate. Notwithstanding the foregoing, if Customer breaches the provisions of Clauses 1,3 or 4 and such breach is not curable, then Metadata Technology Ltd shall be entitled to terminate this Agreement effective immediately upon delivery of written notice to Customer.

If this Agreement is terminated, then all of Customer's rights and licenses with respect to the Software shall terminate. All copies of Metadata Technology Ltd Confidential Information in Customer's possession at the time of termination or expiration of this Agreement shall, at Metadata Technology Ltd's option, be promptly destroyed or returned to Metadata Technology Ltd.

Clauses 3,4,6,7 and 8 shall survive termination of this Agreement.

3. Proprietary and Intellectual Property Rights. Customer recognizes and agrees that the Software, and all Metadata Technology Ltd intellectual property and any derivative thereof

is the property of Metadata Technology Ltd and that title and full ownership rights in the Software is reserved to and remains with Metadata Technology Ltd and no rights other than those expressly granted herein are transferred by this Agreement. Customer agrees not to copy, distribute, sell, sublicense or otherwise transfer the Software or any portion thereof or allow access thereof to any third party. Customer shall be responsible for breach of Agreement perpetrated by any such third party. Customer further agrees not to remove from view any copyright legend, trademark or confidentiality notice appearing on the Software or Software output, or adapt, translate, reverse engineer, decompile or otherwise derive the source code for the Software.

4. Confidentiality. The Software and its features and functionality is the confidential information (“Confidential Information”) of Metadata Technology Ltd, and Customer agrees not to disclose the Software, software functionality or features or the results of any performance or functional evaluation, benchmarking or test(s) of the Software to any third party without the prior express written approval of Metadata Technology Ltd. Metadata Technology Ltd shall not take possession of any confidential Customer data or information during the Services Subscription Period. Metadata Technology Ltd shall adhere to all reasonable and applicable Customer security and confidentiality policies and requirements during the Services Subscription Period.
5. Technical Support. Where the Services include technical support, Metadata Technology will use reasonable endeavours to correct any errors in the software notified to it by the Customer or their agent that prevent the software functioning in accordance with the end-user documentation provided that the errors can be replicated. At its discretion, Metadata Technology Ltd may correct an error by either fixing the underlying problem and providing updated versions of the relevant software modules or components, by providing a software patch or by providing a work-around.

Metadata Technology does not warrant that all errors can and will be corrected, and that any corrections will be provided within any specific time period.

6. Warranty and Limitation of Liability. Metadata Technology Ltd warrants that it has full power and authority to license the Software to Customer. THE SOFTWARE AND ANY SERVICE PROVIDED HEREUNDER ARE OTHERWISE PROVIDED “AS-IS”, WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND TO THE EXTENT PERMITTED BY LAW ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. EXCEPT AS OTHERWISE REQUIRED BY LAW, THE LIABILITY OF METADATA TECHNOLOGY LTD AND ITS LICENSORS TO CUSTOMER OR ANY THIRD PARTY ARISING FROM THIS AGREEMENT, AND/OR THE PROVISION OF ANY SOFTWARE OR SERVICES PERFORMED IN CONNECTION THEREWITH, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, INCLUDING CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT, SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED ANY FEES THAT MAY BE PAID TO METADATA TECHNOLOGY LTD HEREUNDER AND IF NO FEES ARE PAID THEN METADATA TECHNOLOGY LTD DAMAGES IN ALL CONTEXT IS LIMITED TO A MAXIMUM OF TEN THOUSAND POUNDS STERLING (GBP 10,000.00). IN NO EVENT WILL METADATA TECHNOLOGY LTD OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY. THESE LIMITATIONS OF LIABILITY REFLECT A NEGOTIATED ALLOCATION OF RISK AND THE PARTIES WOULD NOT ENTER IN TO THIS AGREEMENT WITHOUT THESE LIMITATIONS OF LIABILITY.

7. General. Customer may not assign or otherwise transfer, by operation of law or otherwise, any of its rights under this Agreement without Metadata Technology Ltd's prior written consent, which shall not be unreasonably withheld.

8. Law and Jurisdiction. This Agreement constitutes the entire agreement between the parties and shall be construed in accordance with the laws of England and Wales. Jurisdiction and venue shall be in English Courts. The waiver or failure of a party to exercise in any respect any rights provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect.

SAMPLE

SCHEDULE

Customer	[customer name and site address]	
Software	<p>Fusion Registry 11 Enterprise Edition</p> <p>Licensed Modules:</p> <ol style="list-style-type: none"> 1. Fusion Registry Enterprise Edition Core 2. Fusion Edge Server 3. Fusion Command Line Client 4. Fusion Data Browser 	
Term	[years] Years	
Start Date	[date]	
License Metric	<p>One (1) Production Instance Fusion Registry Core</p> <p>Three (3) Non-production Instance Fusion Registry Core</p> <p>Three (3) Fusion Edge Server instances</p>	
Services Subscription Period	Annual subscription starting on the Start Date	
Services	<ol style="list-style-type: none"> 1. Standard Technical Support 2. Software Updates 3. Software Upgrades 	Refer to Services Definition

Notes

(none)

Services Definition

Standard Technical Support

1. Correction of Errors

The service will be provided 09.00 to 17:00 London UK time Monday to Friday excluding public holidays.

Errors will be categorised based on the severity of the issue. The target resolution times are set out in the table below. However, Metadata Technology does not warrant that all errors can and will be corrected, and that any corrections will be provided within any specific time period. Your attention is drawn to Clause 5 which sets out the terms under which errors in the Software will be corrected.

Severity Category	Definition	Target Resolution Period
Category 1	Stops the system functioning or a serious error without a work-around	as soon as possible and within 24 hours if practical
Category 2	Serious error but a work-around is available	as soon as possible and within 1 week if practical
Category 3	Non-serious error which is not causing disruption	at a future update release

2. Technical advice on the installation, configuration and operation of the Software.

Metadata Technology will at its discretion provide the Customer or their agent with technical advice on the installation, configuration and operation of the Software.

Updates

1. Minor, maintenance or patch versions of the Software containing error corrections, correction of security vulnerabilities, minor enhancements and changes that may be released from time to time at Metadata Technology's discretion.

Upgrades

Minor or maintenance versions of the Software containing new functionality that may be released from time to time at Metadata Technology's discretion.