

## SOURCE CODE LICENSE FOR THE SERVER FRAMEWORK

### 1. Definitions

- 1.1. "JetByte" means JetByte Limited, of 25a Stanley Road, Ilford, Essex, IG1 1RW, UK.
- 1.2. "Customer" means XXXX
- 1.3. "The Server Framework" means the source code supplied by JetByte for which JetByte owns the Intellectual Property Rights.
- 1.4. "Support" means communication about or changes to The Server Framework.
- 1.5. "License" means the license granted in clause 2 of this agreement.

### 2. The License

- 2.1. This license has been purchased by the Customer from JetByte.
- 2.2. The license grants the Customer the right to use The Server Framework.
- 2.3. JetByte will provide the Customer with Support.

### 3. Intellectual Property Rights

- 3.1. Ownership of intellectual property rights in The Server Framework shall at all times remain with JetByte.
- 3.2. The Customer shall receive an unrestricted license to use and modify The Server Framework, and to distribute The Server Framework in compiled form only.
- 3.3. If the Customer is in any doubt as to what code constitutes The Server Framework then it must seek clarification from JetByte.

### 4. Liability

- 4.1. JetByte shall not under any circumstances be liable (in contract, tort or otherwise) for any loss or damage of whatsoever nature (including indirect or consequential loss or damage) suffered by the Customer or the Third Party whether arising from any act, default or neglect on the part of JetByte, its employees, agents or sub-contractors or otherwise howsoever, to the extent that the amount of such loss or damage exceeds the price paid for this license for any one event or series of events.
- 4.2. JetByte shall not in any event be liable for any indirect or consequential loss.
- 4.3. The Customer agrees to indemnify JetByte fully and promptly against all costs, claims, demands, damages and expenses to which JetByte may become liable or which JetByte may suffer or incur as a result directly or indirectly of the Customer's use of The Server Framework.
- 4.4. Notwithstanding anything to the contrary, nothing in this License shall operate to exclude or restrict JetByte's liability for death or personal injury resulting from negligence within the meaning of the Unfair Contract Terms Act 1977.

### 5. Notices

- 5.1. Any notice served by JetByte, the Customer shall be in writing and be sent by first-class letter or facsimile or delivered by hand to the other party at its normal working address, or at such other address as each party may from time to time designate. Proof that an envelope containing a notice was correctly addressed, prepaid and posted, shall be proof that it was sent.

### 6. Exclusions

- 6.1. Except as expressly provided in this License no warranty, condition, undertaking or term, express or implied, statutory or otherwise as to the condition, quality, performance, merchantability or fitness for purpose of the services or products provided hereunder is given or assumed by JetByte, and except as expressly provided in this Agreement all such warranties, conditions, undertaking and terms are hereby excluded.

### 7. Force Majeure

- 7.1. If any party's due performance under this License is affected by any accident, event, omission or other matter beyond the party's reasonable control, he shall give prompt notice thereof to the other party and shall be under no liability for any injury, loss, damage or expense (direct or consequential) suffered by the other party due to the affected performance. Such party shall use reasonable efforts to avoid or overcome the causes affecting performance and shall fulfil outstanding performance when practical so to do.

**8. Waiver**

**8.1.** Should any party fail to enforce any provision of this License at any time, this shall not affect its right thereafter to require complete performance by the other party. Waiver of a breach of any provision shall not be taken to be a waiver of any subsequent breach or of the provision itself. Any waiver will be ineffective unless given in writing.

**9. Severability**

**9.1.** In the event of any clause in this License being declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way impair or affect any other clause all of which shall remain in full force and effect.

**10. Whole Agreement**

**10.1.** This License together constitutes the entire contract between JetByte and the Customer and supersedes all previous communications, representations and contracts either written or oral.

**10.2.** The printed terms and conditions of any purchase order or other correspondence of the Customer in connection with this License shall not apply.

**10.3.** The Customer acknowledges that they are not entering into this License in reliance upon any representation not set out in this License.

**10.4.** No amendment to this License shall be binding unless in writing, signed by the parties or their duly authorised representatives and expressed to be for the purpose of such amendment.

**11. Governing Law**

**11.1.** This License shall be interpreted under English law and all parties hereby submit to the exclusive jurisdiction of the English Courts. Headings are for convenience only.

Signed by	Signed by
For JetByte Limited	For [The Customer]
Dated:	Dated: