



TEEPEE LIMITED

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COPYRIGHT LICENCE  
AGREEMENT

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Stephens Scown LLP, Curzon House, Southernhay West, Exeter EX1 1RS  
T: 01392 210700 F: 01392 274010 DX: 8305 Exeter W: [Stephens-scown.co.uk](http://Stephens-scown.co.uk)

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**IMPORTANT NOTICE TO ALL USERS:**

- BY [INSTALLING OR ACCESSING THE MATERIALS **OR** CLICKING ON THE "ACCEPT" BUTTON] YOU AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU [AND YOUR EMPLOYEES]. THE TERMS OF THIS LICENCE INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY IN CLAUSE 6.
- IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, WE WILL NOT LICENSE THE MATERIALS TO YOU AND YOU MUST DISCONTINUE THE INSTALLATION PROCESS NOW [BY CLICKING ON THE "REJECT" BUTTON BELOW].

Teepee Limited incorporated and registered in England and Wales with company number 07654941 whose registered office is at The Old Rectory, St Marks Road, Torquay, Devon, TQ1 2EH (Licensor).

Background:

- (A) The Licensor is the owner of the Material (as defined below).
- (B) The Licensee wishes to access the Material in the Territory (as defined below) and the Licensor is willing to grant to the Licensee a licence to use the Material on the terms and conditions set out in this agreement.

Operative Provisions:

## 1. INTERPRETATION

The definitions and rules of interpretation in this clause apply in this agreement.

### 1.1 Definitions:

"Business Day"	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
"Effective Date"	the date of this agreement.
"Group"	in relation to a company, that company, any subsidiary or holding company from time to time <b>OR</b> at the date of this agreement of that company, and any subsidiary from time to time of a holding company of that company.
"Intellectual Property Rights"	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
"Materials"	the products or services listed in Schedule 1 and any products or services that may be notified in writing by the Licensor to the Licensee from time to time.
"Price"	the licence fee for the Materials detailed on our website [LINK].

"VAT" value added tax chargeable under the Value Added Tax Act 1994.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 1.7 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references in sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.
- 1.8 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.9 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assignees.
- 1.10 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.11 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.12 A reference to **writing** or **written** includes fax but not e-mail.
- 1.13 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

- 1.14 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## 2. **GRANT**

- 2.1 In consideration of the Licensee paying to the Licensor the Price, the Licensor hereby grants to the Licensee a non-exclusive, non-transferable licence to access, use and download (in the case of Materials being made available by the Licensor on their website) the Materials for their own internal business purposes.
- 2.2 The Licensee may not make or distribute copies of the Materials. If more than 1 copy of the Materials is required, then an additional licence must be purchased. Please contact the licensor for details.

## 3. **RESTRICTIONS**

- 3.1 Except as expressly set out in this Licensor as permitted by any local law, you undertake:
- 3.1.1 not to copy the Materials except where such copying is incidental to normal use of the Materials or where it is necessary for the purpose of back-up or operational security;
  - 3.1.2 not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Materials;
  - 3.1.3 not to make alterations to, or modifications of, the whole or any part of the Materials or any part of it;
  - 3.1.4 to keep all copies of the Materials secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Materials;
  - 3.1.5 to supervise and control use of the Materials and ensure that the Materials are used by your employees and representatives in accordance with the terms of this Licence;
  - 3.1.6 to include our copyright notice on all entire and partial copies of the Materials in any form;
  - 3.1.7 not to provide, or otherwise make available, the Materials in any form, in whole or in part to any person other than your employees without prior written consent from us;
  - 3.1.8 to comply with all applicable technology control or export laws and regulations.

#### 4. **INTELLECTUAL PROPERTY**

- 4.1 The Licensee acknowledges that the Licensor is the owner of the Intellectual Property Rights in the Materials.
- 4.2 The Licensee shall not do, or omit to do, or permit to be done, any act that will or may weaken, damage or be detrimental to the Intellectual Property Rights.

#### 5. **CONFIDENTIALITY**

- 5.1 Each party undertakes that it shall not at any time during this agreement, and for a period of five years after expiry or termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, nor any of the terms of this agreement, except as permitted by clause 5.2.
- 5.2 Each party may disclose the other party's confidential information:
  - 5.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause; and
  - 5.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 5.3 No party shall use any other party's confidential information for any purpose other than to exercising its rights or perform its obligations under or in connection with this agreement.

#### 6. **LIABILITY, INDEMNITY AND INSURANCE**

- 6.1 To the fullest extent permitted by law, the Licensor shall not be liable to the Licensee for any costs, expenses, loss or damage (whether direct, indirect or consequential, and whether economic or other) arising from the Licensee's exercise of the rights granted to it under this agreement.
- 6.2 The Licensee shall indemnify the Licensor against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Licensor arising out of or in connection with:
  - 6.2.1 the Licensee's exercise of its rights granted under this agreement, including any claim made against the Licensor for actual or alleged

- infringement of a third party's intellectual property rights arising out of or in connection therewith;
- 6.2.2 the Licensee's breach or negligent performance or non-performance of this agreement, including any product liability claim relating to Licensed Products manufactured, supplied or put into use by the Licensee;
  - 6.2.3 the enforcement of this agreement;
  - 6.2.4 Any claim made against the Licensor by a third party for death, personal injury or damage to property arising out of or in connection with defective Licensed Products, to the extent that the defect in the Licensed Products is attributable to the acts or omissions of the Licensee, its employees, agents, sub-licensees or subcontractors.
- 6.3 If a payment due from the Licensee under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Licensor shall be entitled to receive from the Licensee such amounts as shall ensure that the net receipt, after tax, to the Licensor in respect of the payment is the same as it would have been were the payment not subject to tax.
- 6.4 The Licensee shall, at its expense, carry product liability and comprehensive general liability insurance coverage of an amount adequate to support its liabilities under this agreement. The Licensee shall ensure that such insurance policy names the Licensor as co-insured with the Licensee and remains in effect throughout the duration of this agreement and for a period of 1 year after termination or expiry of the agreement, and shall supply the Licensor with a copy of such policy on request.
- 6.5 Nothing in this agreement shall have the effect of excluding or limiting any liability for death or personal injury caused by negligence.
- 6.6 You acknowledge that the Materials have not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Materials meet your requirements.
- 6.7 If you are a business customer, we only supply the Materials for internal use by your business, and you agree not to use the Materials for any re-sale purposes nor may you redistribute the same.
- 6.8 We shall not in any circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence for:
- 6.8.1 loss of profits, sales, business, or revenue;
  - 6.8.2 business interruption;
  - 6.8.3 loss of anticipated savings;



- 6.8.4 loss or corruption of data or information;
  - 6.8.5 loss of business opportunity, goodwill or reputation; or
  - 6.8.6 any indirect or consequential loss or damage.
- 6.9 Other than the losses set out at 6.8 above (for which we are not liable), our maximum aggregate liability under or in connection with this Licence whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to [PERCENTAGE]% of the Licence Fee. This maximum cap does not apply to 6.10 below.
- 6.10 Nothing in this Licence shall limit or exclude our liability for:
- (a) death or personal injury resulting from our negligence;
  - (b) fraud or fraudulent misrepresentation;
  - (c) any other liability that cannot be excluded or limited by English law.

## **7. ADDITIONAL LICENSEE OBLIGATIONS**

- 7.1 The Licensee shall only make use of the Intellectual Property Rights for the purposes authorised in this agreement;
- 7.2 The Licensee acknowledges and agrees that the exercise of the licence granted to the Licensee under this agreement is subject to all applicable laws, enactments, regulations and other similar instruments in the Territory, and the Licensee understands and agrees that it shall at all times be solely liable and responsible for such due observance and performance.

## **8. WARRANTIES**

- 8.1 The Licensor does not warrant that the information in the Materials is accurate or complete.

## **9. SUB-LICENSING**

- 9.1 The Licensee shall not grant sub-licences under this agreement.

## **10. ASSIGNMENT AND OTHER DEALINGS**

- 10.1 Subject to clause 7, the Licensee shall not assign, transfer, mortgage, charge, subcontract, declare a trust over, or deal in any other manner with any or all of its rights under this agreement without the prior written consent of the Licensor (such consent not to be unreasonably withheld or delayed).
- 10.2 The Licensor may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this agreement, provided that it gives prior written notice of such dealing to the Licensee.

- 10.3 The Licensor may subcontract or delegate in any manner any or all of its obligations under this agreement to any third party, provided that it gives prior written notice of such subcontract or delegation to the Licensee.

## 11. **DURATION AND TERMINATION**

- 11.1 This agreement shall commence on the Effective Date and shall continue, unless terminated.

- 11.2 The Licensor may terminate this agreement with immediate effect if the Licensee is in breach of any of the terms of this agreement.

## 12. **CONSEQUENCES OF TERMINATION**

- 12.1 On expiry or termination of this agreement for any reason and subject to any express provisions set out elsewhere in this agreement:

12.1.1 all outstanding sums payable by the Licensee to the Licensor shall immediately become due and payable;

12.1.2 all rights and licences granted pursuant to this agreement shall cease;

12.1.3 the Licensee shall cease all use of the Intellectual Property Rights save as set out in this clause;

- 12.2 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

- 12.3 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

## 13. **FURTHER ASSURANCE**

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

## 14. **WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15. **ENTIRE AGREEMENT**

15.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

16. **VARIATION**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17. **SEVERANCE**

17.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

17.2 If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

18. **COUNTERPARTS**

18.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

19. **THIRD PARTY RIGHTS**

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

20. **NO PARTNERSHIP OR AGENCY**

- 20.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 20.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

21. **FORCE MAJEURE**

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for one month, the party not affected may terminate this agreement by giving 14 days' written notice to the affected party.

22. **NOTICES**

- 22.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:
- 22.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
  - 22.1.2 sent by fax to its main fax number.
- 22.2 Any notice or communication shall be deemed to have been received:
- 22.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
  - 22.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
  - 22.2.3 if sent by fax, at 9.00 am on the next Business Day after transmission.
- 22.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 22.4 A notice given under this agreement is not valid if sent by e-mail.

23. **INADEQUACY OF DAMAGES**

Without prejudice to any other rights or remedies that the Licensor may have, the Licensee acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this agreement by the Licensee. Accordingly, the Licensor shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this agreement.

24. **GOVERNING LAW**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

25. **JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).