

THIS AGREEMENT is dated

10/01

of 2017/8 (13)

PARTIES

- (1) **Atkins Limited**, incorporated and registered in England, UK with company number CRN: 688424 whose registered office is at Woodcote Grove, Ashley Road, Epsom, Surrey, KT18 5BW ("Atkins").

- (2) **Highways England Company Ltd**, incorporated and registered in United Kindgom with company number whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford GU1 4LZ ("Client").

BACKGROUND

- (A) Atkins is the licensor of certain Software (as this term is defined below).

- (B) Atkins is willing to license the Client to use and provide certain services in relation to the Software on the terms and conditions of this Agreement.

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this Clause apply in this Licence.

Agreement: this agreement, including the Schedules.

Country: United Kingdom – the country where the Software is registered for use.

Effective Date: 01 April 2016.

Fees: Atkins's fees as set out in Clause 4 and Schedule 3 including the licence fees (the "Licence Fees") as set out in Part 1 of Schedule 3 and the service fees (the "Service Fees") as set out in Part 2 of Schedule 3.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Purpose: the application of the Software by the Client or its wholly owned subsidiaries in the connection with their normal business activities but excluding the provision of hosting services to third parties. The Software shall only be used on the computer systems owned and controlled by the Client in the Country to which it is registered.

Specification: the document detailing the specification of the Software which forms Part 2 of Schedule 1.

Software: the computer programs listed in Part 1 of Schedule 1 and any modification which is acquired by the Client during the subsistence of this Agreement.

Licence Term: the period from and including the Effective Date until 31st March 2035 or such later date as the Parties may agree in writing.

Maintenance Term: the period from and including the Effective Date until 31/03/18 or such later date as the Parties may agree in writing.

- 1.2 Clause, schedule and paragraph headings are for ease of reference and do not form part of or affect the interpretation of this Agreement.
- 1.3 In the event of any ambiguity or inconsistency between the provisions of any Schedule and the provisions of the main body of this Agreement, the latter shall prevail to the extent of the ambiguity or inconsistency.
- 1.4 Words in the singular shall include the plural and vice versa.
- 1.5 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.6 Where the words include(s), including or in particular are used in this Licence, they are deemed to have the words without limitation following them. Where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.
- 1.7 This agreement supersedes all previous versions.

2. LICENCE AND TERM

- 2.1 Atkins grants to the Client from the Effective Date for the Term a non-exclusive licence to use the Software (only in object code form) only for the Purpose (the "Licence") and subject to the terms of this Agreement.

2.2 The Client shall not and shall not permit any third party to:

- (a) use the Software other than as specified in Clause 2.1; or
- (b) copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software in whole or in part except to the extent that any reduction of the Software to human readable form (whether by reverse engineering, decompilation or disassembly) is necessary for the purposes of integrating the operation of the Software with the operation of other software or systems used by the Client,

without Atkins' prior written consent and the Client acknowledges that additional fees may be payable on any change of use of the Software.

2.3 The Client has no right to sub-license or to transfer the benefit or burden of this Agreement in whole or in part, or to allow the Software to become the subject of any charge, lien or encumbrance without the prior written consent of Atkins.

2.4 Atkins may sub-license, assign, charge or otherwise transfer any of its rights or obligations under this Agreement, provided it gives written notice to the Client of any sub-licence, assignment, charge or other transfer.

2.5 The Client shall permit Atkins to inspect and have access to any premises, and to the computer equipment located there, at or on which the Software is being kept or used, and any records kept pursuant to this Agreement, solely for the purposes of ensuring that the Client is complying with the terms of this Agreement, provided that Atkins provides reasonable advance notice to the Client of such inspections, which shall take place at reasonable times.

2.6 During the Licence Term, the Client may retain older versions of the Software for their use. Older versions of the Software may be available from Atkins for the payment of a reasonable administration Fee.

3. SERVICES

The Client hereby appoints Atkins to provide certain services as set out in Part 1 of Schedule 2 (the "Services") to the Client on the terms and conditions of this Agreement and Part 2 of Schedule 2 (the "Service Terms").

4. FEES

4.1 In consideration of the grant of the Licence and provision of the Services by Atkins, the Client shall pay to Atkins the Fees.

- 4.2 The Fees are exclusive of VAT and any other applicable duty or tax, which shall be payable by the Client.
- 4.3 Unless otherwise stated in Schedule 3, payments due to Atkins shall become due on submission of Atkins' invoice. The final date for payment (the "Final Payment Date") of any invoice shall be as follows:
 - 4.3.1 For Client's registered in the UK, 30 days from the due date;
 - 4.3.2 For Client's not registered in the UK with an existing Licence, 30 days from the due date;
 - 4.3.3 For Client's not registered in the UK without a Licence, prior to the grant of the Licence.
- 4.4 With reference to the Fees under this Agreement:
 - 4.4.1 All Fees in this Agreement are stated free of any rights of counterclaim or set-off and any deductions or withholdings (including but not limited to taxes, duties, levies, charges of any nature).
 - 4.4.2 If by law any amounts are required to be deducted or withheld from any payment, the Client shall pay such sum as will ensure that after the making of such deductions or withholdings Atkins receives and retains (free of any liability in respect of any such deductions or withholdings) a net sum equal to the sum which it would have received and retained had no such deductions or withholdings been required to be made.
 - 4.4.3 If the Client makes any such deductions or withholdings as are required by law, the Client will provide to Atkins the originals of certificates of deductions, at the time of making settlement of the invoice, and in any event no later than 30 days after making settlement of the invoice.
 - 4.4.4 All amounts in this Agreement are stated exclusive of all Value Added Taxes, Sales Taxes, and any indirect or turnover taxes.
 - 4.4.5 Any changes to country law coming into force after the date of this Agreement resulting in a change in such withholdings, taxes, levies, duties, charges and assessments shall be for the account of the Client and Atkins reserves the right to adjust the Fees accordingly.

4.5 If Atkins does not receive a payment or part of a payment by its Final Payment Date, then without prejudice to Atkins' other rights or remedies:

- (a) the Client shall be liable to pay interest on the overdue amount at an annual rate of 2% above the prevailing base rate of the Bank of England, which interest shall accrue on a daily basis from the date payment becomes overdue until Atkins has received full payment of the overdue amount together with all interest that has accrued; and
- (b) Atkins shall have the right, at its option, to suspend the Licence and performance of the Services until the Client rectifies matters; or
- (c) Atkins shall have the right to terminate this Agreement in accordance with Clause 7.

4.6 Upon termination of this Agreement for any reason, the Client shall pay Atkins the full Licence Fee, and Service Fees for and in connection with Services whether or not invoiced prior to termination as set out in Part 2, section 2 of Schedule 2. The Client shall make full payment of such Fees within 30 days of receipt of Atkins' invoice.

5. WARRANTIES AND LIMITS OF LIABILITY

5.1 Atkins warrants that the Software will conform in all material respects to the Specification for a period of 30 days from the date of this Agreement (the "Warranty Period"). If, within the Warranty Period, the Client notifies Atkins in writing of any defect or fault in the Software in consequence of which it fails to conform in all material respects to the Specification, and such defect or fault does not result from the Client, or anyone acting with the authority of the Client, having amended the Software or used it outside the terms of this Agreement for a purpose or in a context other than the Purpose or in combination with any other software not provided by Atkins, Atkins shall, at Atkins' option, do one of the following:

- (a) repair the Software; or
- (b) replace the Software; or
- (c) terminate this Agreement immediately by notice in writing to the Client and refund any of the Fee paid by the Client as at the date of termination (less a reasonable sum in respect of the Client's use of the Software to the date of termination) on return of the Software and all copies thereof,

provided the Client provides all the information that may be necessary to assist Atkins in resolving the defect or fault, including sufficient information to enable Atkins to re-create the defect or fault.

- 5.2 Atkins does not warrant that the use of the Software will be uninterrupted or error-free.
- 5.3 The Client accepts responsibility for the selection of the Software to achieve its intended results.
- 5.4 This Agreement sets forth the full extent of Atkins' obligations and liabilities arising out of or in connection with this Agreement, and there are no conditions, warranties, representations or terms, express or implied, that are binding on Atkins except as specifically stated in this Agreement. Any condition, warranty, representation or term which might otherwise be implied into or incorporated in this Agreement whether by statute, common law or otherwise, is hereby expressly excluded to the extent permitted by law.
- 5.5 Atkins shall not be liable to the Client under or in connection with this Agreement for any:
- (a) loss of income, loss of actual or anticipated profits, loss of business, loss of contracts, loss of goodwill or reputation, loss of anticipated savings, loss of, damage to or corruption of data, or for any indirect or consequential loss or damage of any kind, in each case howsoever arising, whether such loss or damage was foreseeable or in the contemplation of the Parties and whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, indemnity or otherwise;
 - (b) use of the Software or the Services other than for the Purpose; or
 - (c) delay or failure by Atkins to perform or comply with any obligation under or term of this Agreement to the extent that such delay or failure is attributable to any act or omission of or by the Client or any of its employees, agents, contractors or other consultants or suppliers (including without limitation any breach by the Client of any obligation under or term of this Agreement).
- 5.6 Atkins' maximum aggregate liability to the Client under or in connection with this Agreement, whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, indemnity or otherwise, shall in no circumstances exceed the Fees payable hereunder.
- 5.7 Nothing in this Agreement shall exclude or in any way limit Atkins' liability for:

- (a) fraud;
- (b) death or personal injury caused by its negligence;
- (c) breach of terms regarding title implied by s.12 Sale of Goods Act 1979 and/or s.2 Supply of Goods and Services Act 1982; or
- (d) any liability to the extent the same may not be excluded or limited as a matter of law.

6. INTELLECTUAL PROPERTY RIGHTS

The Client acknowledges that all Intellectual Property Rights in the Software and any modification belongs and shall belong to Atkins, and the Client shall have no rights in or to the Software other than the right to use it in accordance with the terms of this Agreement.

7. TERMINATION

7.1 Without prejudice to the Parties' other rights or remedies, either Party may terminate this Agreement immediately at any time by written notice to the other Party if:

- (a) the other Party commits a breach of any of the material terms of this Agreement (including in the case of the Client any late or non-payment of any sums payable hereunder) and (if such a breach is remediable) fails to remedy that breach within 30 days after the service of written notice requiring the same; or
- (b) the other Party ceases or threatens to cease to trade (either in whole, or as to any part or division involved in the performance of this Licence), or becomes or is deemed insolvent, is unable to pay its debts as they fall due, has a receiver, administrative receiver, administrator or manager appointed of the whole or any part of its business or assets, makes or commences negotiations in relation to any composition or arrangements with its creditors or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction), or takes or suffers any analogous procedure, action or event in any jurisdiction.

7.2 The Client may terminate this Agreement by providing thirty (30) days written notice to Atkins.

7.3 On termination of this Agreement for any reason, the accrued rights and liabilities of the Parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination shall not be affected.

7.4 On termination of this Agreement (however arising) the following Clauses shall survive and continue in full force and effect: Clause 5 (Warranties and Limits of Liability), Clause 6 (Intellectual Property Rights), Clause 7 (Termination), Clause 9 (Confidentiality) and Clause 17 (Governing Law and Jurisdiction).

7.5 On termination for any reason:

- (a) all rights granted to the Client under the Licence shall cease;
- (b) the Client shall cease all activities authorised by the Licence;
- (c) the Client shall immediately pay to Atkins any sums due to Atkins under this Agreement; and
- (d) the Client shall immediately destroy or return to Atkins (at Atkins' option) all copies of the Software then in its possession, custody or control and, in the case of destruction, certify to Atkins that it has done so.

8. **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 (a "Force Majeure Event"). In such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 3 months, the Party not affected may terminate this Agreement by giving 21 days written notice to the affected Party.

9. **CONFIDENTIALITY**

9.1 Each Party shall keep in strict confidence all information whether disclosed in writing, orally, or by any other means to the recipient Party before or after the date of this Agreement and which by its nature is confidential, is marked as confidential, for the purposes of this Agreement is clearly intended to be confidential, or which is known or reasonably should be known by the recipient Party to be confidential including but not limited to software products and/or software documentation, software applications, software modules, source code, derivative works, inventions, know-how and ideas, trade secrets, trademark and copyright applications, technical and business plans, technical information, proposals, specifications, drawings, data, computer programs, pricing, costs, financial information, procedures, proposed products, processes, business systems, techniques, services and like technical or business information (the "Confidential Information").

- 9.2 Neither recipient Party shall use any Confidential Information for any purpose other than to perform its obligations under this Agreement.
- 9.3 The recipient Party may disclose Confidential Information to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the recipient Party's obligations under this Agreement.
- 9.4 Each Party shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses Confidential Information comply with this Clause 9.
- 9.5 The obligations of confidentiality contained in this Clause 9 will not apply to Confidential Information which:
- (a) is in the public domain prior to receipt;
 - (b) enters the public domain after receipt other than as a result of a breach by the recipient Party of any obligation to the disclosing Party;
 - (c) by documentation was known to the recipient Party prior to disclosure by the disclosing Party by reason other than having been previously disclosed in confidence to the recipient Party;
 - (d) was disclosed to the recipient Party on a non-confidential basis by a third party who did not owe any obligation of confidence to the disclosing Party with respect to the disclosed Confidential Information;
 - (e) was independently developed by a Party without reference to the other Party's Confidential Information; or
 - (f) is required to be disclosed by a court of law or other competent tribunal, or any government body or other regulatory authority.
- 9.6 Each recipient Party shall within 14 days of receipt of a written request from the disclosing Party, return to the disclosing Party or (if requested) destroy all originals and copies of documents (in any form) containing or reflecting any Confidential Information.

10. WAIVER

Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.

11. SEVERABILITY

If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

12. ASSIGNMENT AND SUBCONTRACTING

12.1 Subject to Clause 12.2, neither Party shall, without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), assign, transfer, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement.

12.2 Atkins may subcontract the Services or any part of this Agreement to any other company within Atkins' group of companies or its sub-contractors.

13. AMENDMENTS

No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

14. THIRD PARTY RIGHTS

A person who is not a Party to this Agreement shall not have any rights under or in connection with it. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

15. NOTICES

15.1 Any notice or other communication to be made pursuant to the terms and conditions of this Agreement shall be in writing and shall be sufficiently made if:

- (a) sent by pre-paid first class post; or
- (b) facsimile; or
- (c) delivered by hand

and shall except in the case of delivery by hand be deemed to have been delivered two days after the communication was posted or faxed. If delivered by hand the delivery shall be deemed to have occurred on the same day.

15.2 The address for notices for each Party is as set out above in the Recitals to this Agreement or as may be notified by the Parties from time to time.

- 15.3 Any notice or communication of a routine administrative or operational nature to be given under this Agreement may be made by electronic mail or other electronic means, if agreed between the Party to whom the communication is sent (the "Receiving Party") and the party from whom the communication originates (the "Sending Party"). The Sending Party and the Receiving Party shall notify each other in writing of the address to which such electronic mail shall be sent and/or any other information required to enable the sending and receipt of information by that means.
- 15.4 Any electronic communication made between a Sending Party and a Receiving Party under Clause 15.3 shall be effective only when actually received by the Receiving Party in readable form.
- 15.5 The provisions of this Clause 15 shall not apply to the service of any process or other documents in any legal action or proceedings.

16. ENTIRE AGREEMENT

- 16.1 This Agreement constitutes the whole agreement between the Parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of this Agreement.
- 16.2 Each party acknowledges that, in entering into this Agreement, it does not rely on any statement, representation, assurance or warranty (a "Representation") of any person (whether a party to this agreement or not) other than as expressly set out in this Agreement. Each Party agrees that the only remedies available to it arising out of or in connection with a Representation shall be for breach of contract as expressly provided in this Agreement.
- 16.3 Nothing in this Clause shall limit or exclude any liability for fraud.

17. GOVERNING LAW AND JURISDICTION

- 17.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, English law.
- 17.2 The Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by.....
for and on behalf of Atkins Limited

.....
Authorised Signatory

Signed by.....
for and on behalf of Highways England
Company Ltd

.....
Authorised Signatory

Schedule 1

Part 1 Software

The Software, known as 'SATURN', is a suite of flexible network analysis programs distributed by Atkins including, but not limited to, the following main components and their associated documentation listed in Table 1 below.

Table 1 – List of Main Software Components

Component	Description	Individual Version	Multi-User Version	Subscription Software
SATWIN, SATWIN11	A Windows-based Graphical User Interface to access the components	Yes	Yes	
SATNET	A program to check the input network data and convert into a binary format file.	Yes	Yes	
MX	A program to check the input trip matrix, undertake matrix manipulation and export it to a binary format file.	Yes	Yes	
SATALL	A program to take the network and matrix and assign the traffic to routes, then simulates the associated delays and export the results to a binary format file.	Yes	Yes	
SATDB	A program to access network binary format file and undertake database operations.	Yes	Yes	
SATLOOK	A program to extract detailed numerical results including the analysis of paths and skimming costs.	Yes	Yes	
P1X	A program to visualise network information and undertake post-assignment analysis	Yes	Yes	
SATPIJA	A program to extract path information for use in matrix estimation	Yes	Yes	

Component	Description	Individual Version	Multi-User Version	Subscription Software
SATME2	A program to undertake matrix estimation	Yes	Yes	
SATCH	A program to undertaking cordon analysis	Yes	Yes	
Batch Files	A series of batch files to control the programs	Yes	Yes	
SatView	A program to visualise network information and undertake post-assignment analysis using Windows-based Graphical User Interfaces.			Yes
SatCoder	A program to develop network coding using Windows-based Graphical User Interfaces			Yes

The Software shall also include the following add-on components and their associated documentation listed in Table 2 below for the payment of additional Licence and Service Fees as set out in Part 1 and Part 2 of Schedule 3.

Table 2 – List of Software Add-on Components

Add-on Component	Description	Individual Version	Multi-User Version	Subscription Software
Multi-Core	Modified versions of the SATALL, SATLOOK and SATPIJA components that take advantage of multiple cores in Computer Processing Units.	Yes	Yes	
SATGPU	A program to undertake the assignment using Graphical Processing Units	Yes	Yes	

Part 2 Specification

The specification of the Software as described in the SATURN User Manual included as part of the installation media.

A series of test files supplied as part of the installation demonstrates that the Software meets the specification. Guidance on undertaking the tests are provided with the installation notes for each release.

Schedule 2

Part 1 Services

1. DEFINITIONS

1.1 In this schedule, unless the context requires otherwise:

Individual Version: Software that is supplied with a physical or electronic mechanism that shall only be accessed by one user at a time (e.g. via a USB-Dongle or activated using a Digital Licence Key).

Multi-User Version: Software that is supplied and may be accessed by more than one user at a time.

Registered Office: the location where the Software is accessed.

Subscription Software: Software that is supplied and only able to be accessed during the Maintenance Term.

SatView: a Subscription Software module to view and interrogate outputs and supplied as an Individual Version.

SatCoder: a Subscription Software module to assist in the development of networks and supplied as an Individual Version.

Software Suite: refers to some or all of the components of the Software defined in Part 1 of Schedule 1 as the context requires and provided either as an Individual Version, a Multi-User Version or Subscription Software.

Help-Desk Support: refers to the provision of the Services defined in Clause 2.6 below by e-mail, telephone and web-portal.

2. SERVICES

2.1 The Services to be provided by Atkins are defined below.

2.2 Atkins shall provide updates to the Software Suite to the Client provided such updates are reasonably available to Atkins.

2.3 The preferred method of delivery of updates to the Software Suite will be via a web-based downloader. The Client shall be liable for any additional delivery costs incurred as a result of the Client stipulating a method of delivery alternative to the preferred method. The costs will be added to the Fees.

- 2.4 The updates to the Software Suite shall be made available to the Client at a frequency of not less than one during any Maintenance Term.
- 2.5 The Services provided exclude major upgrades to the Software Suite such as the development of a new software module to take advantage of new technology such as Graphical Processing Units for example. In any event, the decision as to whether the new software module is considered to be a major upgrade shall be made by Atkins and the Client will be informed of the decision prior to the supply. The major upgrade of the Software Suite will be made available to the Client, at option of the Client, for an upgrade Licence Fee which shall be charged in addition to the Service Fees. Thereafter, updates to the major Software Suite upgrades shall be made available under the terms of the existing Services.
- 2.6 The Client shall be entitled to reasonable telephone and e-mail support from Atkins in relation to the operation of the Software Suite during the Maintenance Term via Help-Desk Support. Atkins shall reserve the right to suspend the Help-Desk Support if it deems the Client's use of the Help-Desk Support is unreasonable and shall notify the Client, in writing, how the service may be used for the remainder of the Maintenance Term.
- 2.7 The monthly charges in any Maintenance Term shall be calculated as being 1/12 (one twelfth) of the annualised Service Fee.
- 2.8 The Services may be terminated at any time by either the party giving one month's written notice.
- 2.8.1 If termination occurs within the first six months of the Maintenance Term, the Client shall be liable for the Service Fees for the full month in which the termination takes place less a rebate of 25% (twenty-five percent) of the annualised Service Fees. The Client shall invoice Atkins for any sums owed within 30 days of the expiry of the notice period and payment shall be made by Atkins within 30 days of the date of the invoice or such period otherwise agreed by the parties.
- 2.9 All Registered Offices where the Multi-User Version shall be used by the Client must be registered for Services. Schedule 4 identifies the locations at which the Multi-User Version will be used by the Client and will be used to calculate the Service Fees. The Client shall also provide a reasonable estimate of the total number of unique users accessing the Multi-User Version at the beginning of the Maintenance Term.
- 2.10 The Client shall inform Atkins in writing if it ceases to use the Multi-User Version at a Registered Office identified in Schedule 4 and provide the proposed revisions to Schedule 4. Upon receipt of such notice by Atkins, the Client shall be liable for the revised Service Fees for the remaining full months of the Maintenance Term. If the Client commences use of the Multi-User Version at a Registered Office not identified

in Schedule 4, the Client shall inform Atkins of such use immediately and provide the proposed revisions to Schedule 4. In any event, the Client shall be liable for the revised Service Fees in accordance with clause 2.8 for the remaining duration of the Maintenance Term which shall be deemed to include the month in which such use commenced.

- 2.11 Some Clients may have the facility to install the Multi-User Version on a computer on one office that can be accessed remotely by users from more than one office. Such Clients need to register each office where a user is accessing the software, except where the user is accessing the software from the private home where they live.
- 2.12 For Clients using an Individual Version, the requirements to register all the Registered Offices where the Multiple User Version is used, as specified in clauses 2.9, 2.10 and 2.11 do not apply.
- 2.13 The Subscription Software is only accessible during the Maintenance Term.
- 2.14 The Client shall be entitled to a maximum of two (2) activations per Individual Version during the Maintenance Term. Further activations shall be available for an additional Service Fee.
- 2.15 The Client shall be entitled to one free place per registered office (up to a maximum of five) at one of the Annual User Group Meetings. Additional places may be purchased for an additional Service Fee.

3. USE OF THIRD PARTY SOFTWARE

- 3.1 The Client acknowledges that the Software may incorporate Third Party Software.
- 3.2 Prior to use of that Third Party Software, the Client will be required to review and accept an additional licence for the Third Party Software.
- 3.3 Atkins will not licence the use of the Software by the Client until the Client has accepted the licence for the Third Party Software.
- 3.4 In relation to Clause 3.3 "accepted" may mean:
 - 3.4.1 Written signature of the Licence for the Third Party Software; or
 - 3.4.2 Digital acceptance of an "ACCEPT", "I AGREE" or similar screen prompt after the Client has been provided with the option to review the Licence for the Third Party Software.

Part 2 Service Terms

The following additional terms shall apply where Atkins is providing Services:

1. ADDITIONAL DEFINITIONS AND INTERPRETATION

- 1.1 The following additional definition shall apply in relation to the Service Terms:
- 1.2 **Supported Software:** means (a) the Software Suite; and (b) any modification which becomes part of the Software Suite.
- 1.3 **Specialist Support:** means the provision of expert technical advice on the application of the Software Suite, the modification to the Software Suite over and above the Services described in Clause 2.2 and the provision of support over and above the Services described in Clause 2.6.
- 1.4 In the event of any conflict between these Service Terms and the Licence, the terms of the Licence shall prevail.

2. SERVICES

- 2.1 Atkins shall provide the Services with the reasonable due skill care and diligence as may reasonably be expected of appropriately qualified and experienced persons with appropriate skill and experience of providing services of a similar scope, type, nature and complexity to the Services.
- 2.2 Atkins shall be entitled to make changes to the Services and notify the Client of the changes as it deems appropriate.
- 2.3 Atkins shall have no obligation to provide the Services where faults arise from:
- (a) misuse, incorrect use of or damage to the Software Suite; or
 - (b) use of the Software Suite in combination with any equipment or software not provided by Atkins, or any fault in any such equipment or software; or
 - (c) installation of the Software Suite by any person not following the installations instructions provided with the Software; or
 - (d) any breach of the Client's obligations under this Agreement.

3. VARIATION OR ADDITIONAL SERVICES

- 3.1 If the Client requests Specialist Support, Atkins shall, within a reasonable time, provide a written estimate to the Client of:

- (a) the likely time required to provide the Specialist Support;
- (b) any necessary variations to the Service Fees arising from the Specialist Support; and
- (c) any other impact of the change on this Agreement.

3.2 If the Client wishes Atkins to proceed with the change, Atkins has no obligation to do so unless and until the Parties have agreed the necessary variations to its Service Fees, the Services, and any other relevant terms of this Agreement to take account of the change and this Agreement has been varied in accordance with Clause 13.

Schedule 3

Fees

Item No.	Service	Fee (excluding VAT any other applicable duty or taxes)
1	Licence Fee based on the configuration set out below	Breakdown of fees below in Part 1
2	Service Fee in accordance with Part 1 of Schedule 2 and the details of the Licence held as set out below	Breakdown of fees below in Part 2
3	Technical Assistance beyond Services in accordance with Part 2 of Schedule 2	Breakdown of fees to be provided as required

Licence Configuration

Item No.	Components	Type
1	Licence Type	Commercial
2	Licence Level	N4
3	Licence Version	Multi-User
4	Number of Registered Offices	6 Registered Office(s)
5	Number of Individual Versions (e.g. Dongles or Subscription Software)	Dongle [0] SatView [12] SatCoder [12]
6	Add-ons	Multi-Core

Licence Type: An Educational licence may only be used for non-commercial research and educational purposes. A Commercial licence may be used for commercial, research and educational purposes.

Part 1.

Licence Fees

Item No.	Product	Fee (excluding VAT any other applicable duty or taxes)
1	SATURN as listed in Schedule 1, Table 1	Previously Paid
2	SATURN Multi-Core Add-on as listed in Schedule 1, Table 2	Previously Paid
3	SATGPU Add-on as listed in Schedule 1, Table 2	Not Applicable

Part 2.

Service Fees

Item No.	Maintenance Charges	Total or Fee (excluding VAT any other applicable duty or taxes)
1	Number of Registered Offices as set out in Schedule 4	6
2	Number of Individual Versions available	Dongle [0] SatView [12] SatCoder [12]
3	Number of concurrent activations permitted for Individual Versions	SatView [12] SatCoder [12]
4	Total number of activations permitted for the Subscription Software	2 per Individual Version SatView [24] SatCoder [24]
5	SATURN Support as set out in Schedule 2 - For period 01/04/16 – 31/03/17 - For period 01/04/17 – 31/03/18 (1 site) - For period 01/04/17 – 31/03/18 (Extra 5 sites)	Previously Paid Previously Paid £7,541.25
	Totals	£7,541.25

Invoice Status: Pending

Schedule 4

Estimated Users

Number of Registered Offices	Total Number of Estimated Users
6	

Registered Offices

Site	Address of Office(s)	Postcode
	Full Address	
1	The Cube, 199 Wharfside Street, Birmingham,	B1 1RN
2	Temple Quay House, 2 The Square, Temple Quay, Bristol	BS1 6HA
3	Ash House, Falcon Road, Sowton Industrial Estate, Exeter	EX2 7LB
4	Bridge House, 1 Walnut Tree Close, Guildford, Surrey	GU1 4LZ
5	Lateral, 8 City Walk, Leeds	LS11 9AT
6	Piccadilly Gate, Store Street, Manchester	M1 2WD
7		
8		

Site	Address of Office(s)	Postcode
	Full Address	
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		

Continue on additional sheets if required

