conject Project Control
End User Licence Agreement

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This licence agreement, number _____ ("Agreement") is made between:

(1)   **BIW TECHNOLOGIES LIMITED t/a CONJECT** an English registered company number 3011107, whose registered place of business is at 21-25 Church Street West, Woking GU21 6DJ ("**conject**", "**we**" or "**us**"); and

(2)   _____ a company registered in [England & Wales /Scotland/other] number _____ whose registered place of business is at

_____

_____

_____

("**End User**" or "**you**").

Introduction

(a)   conject Project Control™ ("cPC") is a web-based application service that enables collaborative working in respect of a construction, engineering or similar kind of project ("Project") for the creation, adaptation, maintenance or management of a building, engineering work or other asset ("Asset").

(b)   conject licenses cPC to clients who own and/or control, co-ordinate or manage Assets and Projects. cPC facilitates collaboration between the licensed client ("Client") and its professional advisers, agents, contractors, sub-contractors and other participants in Projects ("Participants"), by enabling the storage, retrieval and dissemination of information about

Projects and Assets ("Information").

(c)   You are or will be a Participant in Projects for one or more Clients, and wish to use the Channel.

Terms And Conditions

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1.   Grant Of Licence

1.1   In consideration of your agreement to be bound by these terms and in consideration of the grant by you set out in clause 1.3 below, conject grants to you a non-exclusive licence to access and use cPC for the purpose of your collaboration in each Project in which you are a Participant, limited for each such Project to the extent that:

(a)   The Client's licence remains in force;

(b)   The Client continues to pay the fees agreed by it with conject in respect of your access and use;

(c)   The Client has confirmed to you that it is necessary for you to have such access;

("End User Licence").

1.2   In the event that the Client's licence with conject is terminated for any reason, or if the Client fails to pay fees in respect of your use of cPC, or if the Client instructs conject to prevent your access to cPC in respect of any of its Projects or Assets, conject will be entitled to suspend or terminate your End User Licence but only to the extent of such termination, or failure to pay fees, or instruction to prevent access. If, as a result, your access to and use of cPC is effectively entirely terminated, conject will be entitled to terminate this Agreement and shall incur no liability to you for any such suspension or termination of access, or the termination of this End User Licence.

1.3   In consideration of the End User Licence granted to you, you hereby grant conject an irrevocable licence to store Information that you publish on cPC and that is owned by you or that you otherwise have the right to make available to Participants, for the full term of its copyright and of any other intellectual property rights, including any renewals of them; and, subject to the Client's wishes, to provide access to your Information in relation to the relevant Project/s, including access by Clients and future owners or tenants of Assets, and to Participants.

2.   Title And Copyright

2.1   conject is either the owner or an authorised licensee or

authorised user of all the intellectual property and database rights in cPC (including any images, "applets", photographs, animations, video, audio, music and text incorporated into it) and reserves all its rights. No ownership of cPC or of any third party right comprised in it is transferred to you, and you may not transfer, sub-license, rent, lease, network, or grant any right or interest in this End User Licence to any other party.

2.2 If you learn of any claim that cPC infringes any rights of any third party and:

(a) you inform us of the claim immediately, and prior to responding to the claimant, let us settle or litigate it, using legal counsel of our own choosing and do not yourself settle or litigate it; and

(b) the claim does not arise from your breach of this End User Licence;

we will indemnify you against any damages and costs arising from the claim, and we will pay your reasonable expenses if you co-operate with us in our settlement or litigation concerning it. This will be your entire remedy in respect of any intellectual property right infringement, and is subject to your acknowledgement that if the use of cPC is restricted or prohibited in the event of any such claim, we may, at our sole option, terminate your End User Licence to the extent of such prohibition or restriction, or if necessary terminate the Agreement, in either event incurring no liability to you.

3. Restrictions On Use

3.1 You must not:

(a) modify, disassemble, reverse engineer, translate, decompile, create derivative works or otherwise alter cPC except as permitted under English or EU law and in any such case subject to informing us well in advance;

(b) use cPC to publish, post, distribute or disseminate personal information on individuals prohibited under UK and EU data protection law, or any defamatory, infringing, obscene, indecent or unlawful material or information or to abuse, harass, threaten or otherwise breach the legal rights of others;

3.2 You must ensure that you have effective systems in place to prevent uploading, emailing or otherwise transmitting to cPC any data containing software viruses or any other computer code designed to interrupt, destroy or limit the functionality of any software or hardware or telecommunications equipment.

3.3 You must establish reasonable security precautions, accuracy checks and back up procedures in respect of your data and operational procedures ("Safeguards") to guard against possible

unauthorised access, inaccuracy, or loss of your data howsoever caused, in your use of cPC.

4.   Compliance With Laws And Agreement

If at any time your access to, or use of, cPC is in breach of, or not in compliance with, any applicable law or regulation, you will be in breach of this Agreement, and conject will be entitled, at its sole discretion, to terminate the End User Licence or this Agreement. conject shall not incur any liability to you as a result of the breach, the non-compliance, or the termination itself. **If you breach any of the provisions of this Agreement conject will be entitled to deny you access to cPC and terminate this Agreement.**

5.   Indemnity

In consideration of the grant of the End User Licence to you, you undertake that if conject suffers any loss, damage, fine or expense as a result of:

5.1   any unauthorised access to, or misuse of, cPC

(a)   by any of your directors, employees, agents or subcontractors; or

(b)   by any third party if that access or use or misuse was enabled or permitted by such a director, employee, agent or subcontractor; or

5.2   the nature of your Information or any use made of it; or

5.3   as a result of your breach of any provision of this Agreement;

you will fully indemnify conject in respect of such loss, damage, fine or expense.

6.   Confidentiality & Privacy

6.1   In consideration of the End User Licence granted to you, you agree to exercise due care in order to keep confidential any trade secrets you may learn and all other confidential information concerning cPC, **including the usernames and passwords issued to you.**

6.2   Information may be confidential to the Client, the Project, the Participants or to conject. You agree to keep all Information you receive in the course of using cPC in the strictest confidence, except for communicating the Information to Participants in the normal course of participating in a Project, or Information which is manifestly in the public domain or which cannot reasonably be regarded as being of a confidential nature.

6.3   You agree to ensure that all relevant employees, agents and sub-contractors are aware of the confidentiality provisions in this clause 6 relating to cPC and to Information, and that they comply

with them.

6.4 You acknowledge that cPC uses "cookies". Details of these and their use are available to you, prior to your use of cPC, from the "Legal Notice" section of the cPC login page.

7. Limited Warranty

If cPC is unavailable or functions defectively for any length of time, we warrant and undertake to use reasonable commercial efforts to correct any fault in an appropriate and timely manner. Because of the complex nature of the communications environment and software and its use, we do not warrant that access to or operation of cPC will be uninterrupted or error-free. In view of the limited access to and use of cPC permitted to you under this End User Licence, conject disclaims all other warranties, either express or implied, including but not limited to implied warranties of quality and fitness for a particular purpose.

8. Termination

8.1 You may terminate this Agreement by written notice to us at any time.

8.2 On termination of this Agreement for any reason, you will immediately cease all access to, and use of, cPC.

9. Liability

9.1 In view of your limited licensed access to cPC, you acknowledge that we must limit our liability, and you therefore agree that we shall not be liable to you or to any third party for any losses, damages, claims, costs or expenses relating to your inability to use cPC in any way, including but not limited to any delay, howsoever occasioned. In particular you further agree that conject shall not be liable to you or to any third party for any lost revenues or lost profits or any indirect, incidental or consequential damages, even if conject has been advised of the possibility of such damages.

9.2 conject's total liability for any direct damage to tangible property caused solely by defects in cPC or by the negligence of conject's employees acting within the course of their employment and the scope of their authority shall be limited to one million pounds sterling (£1,000,000) in respect of any one incident or series of connected incidents.

9.3 Nothing in this clause 9 shall be construed as attempting to limit the liability of conject in respect of direct physical injury or death caused by the negligence of conject's employees acting within the course of their employment and the scope of their authority.

9.4 Except as expressly stated in this clause 9 and elsewhere in this Agreement, any liability of conject arising in connection with this Agreement will not exceed the sum of five thousand pounds sterling (£5,000).

9.5 conject shall not be liable for any damages arising from negligence or otherwise that result from your failure to apply Safeguards (see 3.3 above).

9.6 Neither we nor you shall be liable to the other for any delay or non-performance of our obligations under this Agreement arising from any cause beyond our reasonable control, including (without limitation) act of God, act of government or regulatory authority, war, fire, flood, explosion or civil commotion, industrial action or failure of the internet. If such delay or non-performance arising from such cause persists for more than 90 days, either of us may terminate this Agreement forthwith on written notice to the other without incurring any further liability on that account.

9.7 A person, company or other organisation who is not a party to this Agreement has no right to enforce any of its terms.

10. Law, Jurisdiction And Scope Of Agreement

10.1 The invalidity, illegality or unenforceability of any of the provisions of this Agreement shall not affect the validity, legality and enforceability of its remaining provisions.

10.2 No variation of these terms and conditions will be valid unless confirmed in writing by authorised signatories of both parties on or after the date of this Agreement.

10.3 This Agreement shall be governed by and construed in accordance with English law, and the English Courts shall have exclusive jurisdiction over it.

DATED THIS _____ DAY OF _____ 201__

and signed by the duly authorised representatives of both parties

Signed for and on behalf of   Signed for and on behalf of

CONJECT by:-   **End User** by:-

(Signed) _____   (Signed) _____

(Name) _____   (Name) _____