ISODE CONSORTIUM

Licenced Organisation Agreement

This Agreement is made by and between the ISODE CONSORTIUM LIMITED a company incorporated under the laws of England (registered number 2779198) having its registered office at First Floor, Russell Square House, 10/12 Russell Square, London WC1B 5EL ("IC") and . . . . ("Licenced Organisation"), having its principal place of business at . . . .

RECITALS

WHEREAS, IC is an organisation formed to evolve and promote and support further development of the ISODE Source Software as a package on which vendors can build OSI products and as a package which continues to be used in the research community; and

WHEREAS Licenced Organisation is either an academic organisation, or a government or nonprofit organisation the primary purpose of which is research; and

WHEREAS, the Licenced Organisation wishes to participate in and benefit from certain activities of the IC;

NOW, THEREFORE, IC and the Licenced Organisation AGREES AS FOLLOWS:

DEFINITIONS

IC Source Software shall mean any source software releases issued by the IC, or part thereof, during or prior to the period of this agreement. Releases include full software releases, beta releases, and modifications to releases.

IC Derived Binary shall mean executable files and object code libraries derived in whole or part from IC Source Software.

AGREEMENT

1. IC licences the Licenced Organisation to have unrestricted use of the IC Source Software and IC Derived Binaries for Research and Development and for the Licenced Organisation's internal non-commercial use. The Licenced Organisation shall ensure that research and development which involves changes to the IC Source Software shall only be carried out on terms whereby the copyright in such changes or additions vests in the Licenced Organisation.

[0]Version 2.11 of 19th July 1993
(U.K. Version)

2. Licenced Organisation may not sublicence IC Derived Binaries or use them to provide any commercial service to third parties.

3. IC may use the name of the Licenced Organisation in publicity to promote the IC. Other uses of the name of the Licenced Organisation require written permission from the Licenced Organisation.

4. Licenced Organisation shall retain within the organisation any IC Source Software and shall take reasonable precautions to prevent other organisations or individuals from obtaining IC Source Software from the Licenced Organisation.

5. IC warrants that it has the right to sublicence IC Source Software and IC Derived Binaries.

6. If Licenced Organisation sends to IC the source code of any changes it has made to the IC Source Software it shall (in the absence of any contrary statement made in writing to the IC before or at the time of receipt of code by IC) be deemed:

   (a) To have granted IC a non-exclusive licence to incorporate the changes into the IC Source Software and to distribute and licence it as part thereof without payment and without limitation as to time, and
   (b) To warrant that it is entitled to grant such licence.

7. IC shall own all right, title, and interest in and to any and all software and documentation created or developed by the IC, including any rights in patentable inventions and copyrightable materials. The Licenced Organisation agrees not to apply for patents or copyrights on such software or documentation.

8. If the Licenced Organisation produces software which is a modification of IC Source Software, the Licenced Organisation shall take one of the following actions with the software produced:

   (a) Retain the software produced for internal use by the Licenced Organisation.
   (b) Grant IC a non-exclusive licence without payment and without limitation as to time or geographical area to include the software produced as part of the ISODE Source Software for all purposes of IC and its members.

9. Licenced Organisation shall indemnify and hold the members of the IC and IC harmless from and against any loss, damage, liability claim or expense which results from an action or omission of such Licenced Organisation which is in breach of this agreement.

10. **Limitation of liability. IC shall not be liable to the Licenced Organisation in the event of any claim by Licenced Organisation. In no event shall IC be liable for any indirect, incidental, consequential, or special damages, including loss of profits, sustained or incurred by the Licenced Organisation in connection with or as a result of its participation in the IC or under this agreement.**

11. IC, at its own expense, will have the conduct of any action brought against Licenced Organisation to the extent that it is based on a claim that the use by Licenced Organisation of the IC Software or a licensee of IC Derived Binaries infringes any patent, copyright, licence or other property right provided that IC is immediately notified in writing of such claim. IC shall have the right to control the defence and settlement of all such claims and proceedings. In no event shall Licenced Organisation make any admission or settle any such claim or proceedings without IC's prior written approval.

12. If as a result of any claim of infringement against any patent, copyright, licence or other property right, IC is is enjoined from using the IC Software or if IC believes that the IC Software is likely to become the subject of a claim of infringement, IC at its option and expense may procure the right for Licenced Organisation to continue to use the IC Software or replace and modify the IC Software so as to make it non-infringing.

13. Export Controls. The Licenced Organisation acknowledges that export and/or re-export of technical data, computer software, laboratory prototypes and other commodities may be subject to export control laws and regulations, and that such laws could preclude or delay export of such commodities. IC's obligations hereunder are contingent on compliance with such applicable laws and regulations.

14. This agreement shall be governed by the laws of England. The parties submit to the non-exclusive jurisdiction of the English courts.

15. This agreement is prepared in English and notwithstanding its translation into any other language the English version shall be the definitive version which shall be referred to for all legal purposes.

16. This Agreement may be amended only by a writing signed by both parties.

17. The undersigned hereby certifies that he or she is legally authorised to enter into this Agreement on behalf of the Licenced Organisation organisation, and that the execution of this Agreement will not conflict with or result in a breach of any other agreement to which such Licenced Organisation is a party.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date indicated below:

Licenced Organisation	**IC**
Name:	Name: ....
Title:	Title: ....
Date:	Date: ....
For:	