

CodeCogs Equation Editor Licence Agreement

v.2/[Client]

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This licence is dated [Date]

PARTIES

(1) ZYBA LIMITED, incorporated and registered in United Kingdom with company number 5190331 whose registered office is at Broadwood, Holford, Bridgwater, Somerset ("Supplier").

(2) [FULL COMPANY NAME], incorporated and registered in [COUNTRY OF INCORPORATION] with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] ("Customer").

AGREED TERMS

1. INTERPRETATION

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

- **Equation Editor:** A web based system that helps users to write equations in the LaTeX markup standard. The tool provides a graphical toolbar that consists of a number of drop-down panels with shortcuts to many of the standard LaTeX commands, along with keyboard short cuts to assist in the creation of equation. The editor automatically shows a preview of the equation the user is developing, allowing mistakes in the markup to be identified and corrected quickly.
- **Fee:** the licence fee paid by the Customer to the Supplier pursuant to this licence.
- **Intellectual Property Rights:** all patents, copyrights, design rights, trade marks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world.
- **Install:** to transfer the Software from a distribution format to a permanent location on disk, and prepare it for its particular environment and application.
- **LaTeX:** LaTeX is a document preparation system for high-quality typesetting. It is most often used for medium-to-large technical or scientific documents but it can be used for almost any form of publishing.
- **LaTeX Engine:** a server based system that runs on Linux server (designed for RedHat Enterprise server), which converts LaTeX markup into graphical images (either gif, png, pdf). The generated images can be embedded into a range of electronic documents including websites to illustrate mathematical and scientific processes.
- **Maintenance Release:** release of the Software which corrects faults, adds functionality or otherwise amends or upgrades the Software, but which does not constitute a New Version.
- **Modification:** any Maintenance Release.
- **Network Use:** a program designed to accept remote connection (i.e. HTTP, FTP) from external computer system, or to operate across a number of computers simultaneously.
- **New Product:** any derivative product developed by the Customer or any of its associates that incorporates the Software.
- **New Version:** any new edition of the Software which from time to time is publicly marketed and offered for purchase by the Supplier in the course of its normal business, being a version which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product.
- **Permitted Computers:** means **one (1)** computers, with not more than two (2) central processing units (CPUs).
- **Software:** The Equation Editor provided in the file 'eqneditor_v2.95.zip', the LaTeX Engine provided in the file 'latexrender_3.zip' and any subsequent Modification that are acquired by the Customer during the subsistence of this licence.
- **Source Code Materials:** the source code of the Software and all technical information and documentation required to enable the Customer to modify and operate the Software and any Modification.
- **Specification:** The supplied Software, with the Equation Editor and Equation Engine. The combined system can be trialed online at <http://www.codecogs.com/components/eqneditor/editor.php>.
- **Third Party:** any person or entity not controlled by the Customer.

2. LICENCE

In consideration of the Fee paid by the Customer to the Supplier, receipt of which the Supplier hereby acknowledges, the Supplier grants to the Customer a non-exclusive licence:

- (a) to Install and use the Software in a single location on a hard disk or other storage device connected to each of the Permitted Computers;
- (b) to use the Software, in the normal course of the Customer's business, [DESCRIPTION OF EXPECTED BUSINESS USE] (the "Permitted Use"); and
- (c) to develop, modify and maintain the Software.

3. SCOPE OF USE

3.1 In relation to the scope of use:

- (a) the Customer may not use the Software other than as specified in clause 2 without the prior written consent of the Supplier and the Customer acknowledges that additional fees may be payable on any change of use approved by the Supplier;
- (b) the Customer may make as many back-up copies of the Software as may be necessary for its lawful use in accordance with clause 2. The Customer shall record the number and location of all copies of the Software and take steps to prevent unauthorised copying or use of the copied Software.

3.2 The Customer shall permit the Supplier 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 licence, for the purposes of ensuring that the Customer is complying with the terms of this licence, provided that the Supplier provides reasonable advance notice to the Customer of such inspections, which shall take place at reasonable times.

4. COVENANTS OF THE CUSTOMER

4.1 The Customer hereby undertakes that:

- (a) it shall not install Software on any computer other than the Permitted Computers;
- (b) it shall not sell, licence or otherwise distribute a New Product without prior written consent or additional licences from the Suppliers;
- (c) it shall not permit more than five (5) instances of the LaTeX Engine installed on each Permitted Computer to be running at any one time; and
- (d) the Customer has no right to sub-license or to assign the benefit or burden of this licence 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 the Supplier provided that the Supplier may sub-license, assign, charge or otherwise transfer any of its rights or obligations under this licence with the prior written consent of the Customer to assignment, charge or other transfer.

4.2 Except as stated in clause 2, the Customer shall not (and shall not permit any third party to) 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 Customer, unless the Supplier is prepared to carry out such action at a reasonable commercial fee or has provided the information necessary to achieve such integration within a reasonable period, and the Customer shall request the Supplier to carry out such action or to provide such information (and shall meet the Supplier's reasonable costs in providing that information) before undertaking any such reduction

5. MODIFICATIONS

The Supplier shall inform the Customer of any Modifications to the Software.

6. SUPPLIER'S WARRANTIES AND LIMITS OF LIABILITY

6.1 The Supplier warrants that the Software will conform in all material respects to the Specification for a period of 30 days from the date of this licence ("Warranty Period"). If, within the Warranty Period, the Customer notifies the Supplier 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 Customer, or anyone acting with the authority of the Customer, having amended the Software or used it outside the terms of this licence, for a purpose or in a context other than the purpose or context for which it was designed or in combination with any other software not provided by the Supplier, the Supplier shall, at the Supplier's option, do one of the following:

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

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

6.2 The Supplier does not warrant that the use of the Software will be uninterrupted or error-free.

6.3 The Customer accepts responsibility for the selection of the Software to achieve its intended results.

6.4 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this licence or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including, without limitation, the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

6.5 Except as expressly stated in clause 6.6:

- (a) the Supplier's liability, whether under this licence or any collateral contract, for loss of or damage to the Customer's tangible property caused by the negligence of the Supplier, its officers, employees, contractors or agents, shall not exceed £1000;
- (b) the Supplier shall have no liability for any losses or damages which may be suffered by the Customer (or any person claiming under or through the Customer), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:
 - (i) special damage even though the Supplier was aware of the circumstances in which such special damage could arise;
 - (ii) loss of profits;
 - (iii) loss of anticipated savings;
 - (iv) loss of business opportunity;
 - (v) loss of goodwill;
 - (vi) loss of data;
- (c) provided that this clause 6.5(b) shall not prevent claims for loss of or damage to the Customer's tangible property that fall within the terms of clause 6.5(a) or any other claims for direct financial loss that are not excluded by any of categories (i) to (vi) inclusive of this clause 6.5(b);

- (d) save as provided in clause 6.6, the total liability of the Supplier shall in no circumstances exceed a sum equal to one hundred percent (100%) of the Fee; and
- (e) the Customer agrees that, in entering into this licence, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this licence or (if it did rely on any representations, whether written or oral, not expressly set out in this licence) that it shall have no remedy in respect of such representations and (in either case) the Supplier shall have no liability otherwise than pursuant to the express terms of this licence.

6.6 The exclusions in clause 6.5 shall apply to the fullest extent permissible at law, but the Supplier does not exclude liability for death or personal injury caused by the negligence of the Supplier, its officers, employees, contractors or agents; for fraud or fraudulent misrepresentation; for breach of the obligations implied by section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982; or for any other liability which may not be excluded by law.

7. INTELLECTUAL PROPERTY RIGHTS

The Customer acknowledges that all Intellectual Property Rights in the Software and any Modification belong and shall belong to the Supplier, and the Customer shall have no rights in or to the Software other than the right to use it in accordance with the terms of this licence.

8. TERMINATION

8.1 The Supplier may terminate this licence at any time on written notice to the Customer, if the Customer is in breach of any of the terms of this licence

8.2 Termination by the Supplier in accordance with the rights contained in clause 8 shall be without prejudice to any other rights or remedies of that party accrued prior to termination.

8.3 On termination for any reason:

- (a) all rights granted to the Customer under this licence shall cease;
- (b) the Customer shall cease all activities authorised by this licence;
- (c) the Customer shall immediately destroy or return to the Supplier (at the Supplier's option) all copies of the Software then in its possession, custody or control and, in the case of destruction, certify to the Supplier that it has done so.

10. CONFIDENTIALITY AND PUBLICITY

10.1 Each party shall, during the term of this licence and thereafter, keep confidential all, and shall not use for its own purposes nor without the prior written consent of the other disclose to any third party any, information of a confidential nature (including, without limitation, trade secrets and information of commercial value) which may become known to such party from the other party and which relates to the other party, unless such information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this licence, or subsequently comes lawfully into the possession of such party from a third party.

10.2 The provisions of clause 10 shall remain in full force and effect notwithstanding termination of this licence for any reason.

11. WAIVER

No forbearance or delay by either party in enforcing its rights shall prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach.

12. SEVERABILITY

If any provision of this licence is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions shall not be prejudiced.

13. AMENDMENTS

Any amendment, waiver or variation of this licence shall not be binding on the parties unless set out in writing, expressed to amend this licence and signed by or on behalf of each of the parties.

14. THIRD PARTY RIGHTS

No term of this licence is intended to confer a benefit on, or to be enforceable by, any person who is not a party to this licence.

15. NOTICES

Any notice required to be given pursuant to this agreement shall be in writing, and shall be sent to the other party marked for the attention of the person at the address set out for such party in this licence. Notices may be sent by first-class mail, fax or email. Correctly addressed notices sent by first-class mail shall be deemed to have been delivered 72 hours after posting and correctly directed faxes or emails shall be deemed to have been received instantaneously on transmission.

16. ENTIRE AGREEMENT

This licence contains the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.

17. GOVERNING LAW AND JURISDICTION

This licence agreement, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and submitted to the non-exclusive jurisdiction of the English courts.

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

Signed by

for and on behalf of ZYBA LIMITED

Director

Signed by

for and on behalf of [NAME OF CUSTOMER]

Director