

THIS AGREEMENT is made on the ..... day of..... 2010

**BETWEEN: London Advice Services Alliance (Lasa)**

**AND:** ..... ('the Customer')  
*[full name of organisation]*

**of** .....

.....

.....

In this Agreement the following terms shall have the following corresponding meanings:

**'Software'** means the computer software system known as AIMS and includes all programs, techniques, processes, methods, know how and other information contained in the system, and all enhancements, updates or modifications or Patchfixes to the system issued by Lasa from time to time.

**'Customer Site'** means the site address where the software is installed.

**'Purchase Price'** means the sum agreed between Lasa and the Customer representing the amount to be paid by the Customer for the initial purchase of the AIMS software. (These details can be found on the sales invoice and are separate from this agreement).

**'Annual Licence Fee'** means the annually renewable licence fee (Licence to Use) that permits continued use of the Software at the Customer Site, for the permitted number of users.

**'Use'** means to install, run, in put, extract or read data contained in the Software.

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**In consideration of the Customer paying to Lasa the Purchase Price and Annual Licence Fee, Lasa agrees to grant and the Customer agrees to accept a non-transferable licence for the number of software users specified below to use ONE instance of the AIMS case management software at the Customer's Site, subject to the terms and conditions.**

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Customer Site Address

**1 – 25 User Licence:**

..... **26 - 50 User Licence:**

..... **51 – 75 User Licence:**

..... **75+ User Licence:**

Signed ..... Signed .....  
*For and on behalf of the Customer* *For and*  
*on behalf of Lasa AIMS*

Full Name..... Full Name.....

Position ..... Date.....

Date .....

## TERMS AND CONDITIONS

### ▪ **Software Protection**

The AIMS name and the AIMS logo are either trademarks or registered trademarks of Lasa Ltd.

The copyright in the Software is protected and belongs to Lasa Ltd.

Any reference in this Agreement or elsewhere in correspondence between Lasa and the Customer to a 'sale' of the Software is a reference to the grant of a licence to use the software.

The Customer shall not use any information contained in the Software to develop and/or market any software, which is substantially similar in expression, content, layout or appearance for an indefinite period.

The Customer shall not adapt, modify or alter the whole or any part of the Software code in any way.

### ▪ **Grant of Licence**

This licence grants to the Customer the right to install and use **one copy** of the Software at the Customer Site. The Customer may also store or install a copy of the Software for the purposes of security, backups and database housekeeping.

The Annual Licence Fee may be subject to periodic review and additional charges will apply if upgraded versions of the AIMS software are acquired during the life of this agreement.

The Agreement is effective from the date of delivery of the Software to the Customer and shall be annually renewable, subject to the next provision.

Without prejudice to any other rights, Lasa may revoke and terminate the licence granted by this Agreement if the Customer fails to comply with these terms and conditions. In such event the Customer must destroy all copies of the Software.

If the Software is labelled as an upgrade or PatchFix, the Customer must be properly licensed to use the Software version eligible for the upgrade or PatchFix, before using that version.

The Customer must not lend, distribute or copy the Software for the benefit of any other person, firm or organisation with or without charge.

This Agreement is non-assignable and non-transferable without the prior written consent of both parties.

### ▪ **Acceptance of the Software**

The Software shall be deemed to have been fully accepted by the Customer upon the expiration of 10 working days from the date of this Agreement unless the Customer has formally expressed non-acceptance in writing within that period.

### ▪ **Exclusion/Limitation of Liability**

The following is without prejudice to any rights that cannot legally be excluded or restricted.

To the maximum extent permitted by law Lasa disclaims all representations, warranties, conditions or other terms (either express or implied including, but not limited to implied warranties and/or conditions of merchantability and fitness for a particular purpose) relating to the Software.

The customer acknowledges that no promise, representation, warranty or undertaking has been made or given by Lasa in relation to the consequences or benefits to be obtained from the use of the Software. The Customer has relied upon its own skill and judgement in deciding to acquire the Software. Lasa will not be liable for any damages whatsoever (including, without limitation, damages for loss of business, business interruption, loss of business information or other indirect or consequential loss) arising out of the use or inability to use the Software.

- **Support**

Customers with a current Licence to Use are granted access to the Lasa AIMS support services. See Lasa web site and support service documentation for details. The support service does not include assistance with server installation, or technical support with problems relating to peripherals other than those where AIMS is not operating within expected parameters, advice or assistance relating to installation of third party software including: Firebird SQL Server, Microsoft SQL Server, Microsoft Terminal Server, CITRIX Server.

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London Councils is committed to fighting for more resources for London and getting the best possible deal for London's 33 councils. London Councils has a website about its grants service. To read about our grants funding and the work of some of the 300 groups we support please visit [www.londoncouncils.gov.uk/grants](http://www.londoncouncils.gov.uk/grants)