



Agreement to Licence between (the Parties):

.....,
principal office at
.....
.....,
hereinafter known as “ the Client”,
Represented by its (company position)..... ,
(Name)

and

Timing Solution Limited, registered office at Unit 2 Ninian Park, Ninian Way, Tamworth, Staffordshire B77 5ES, hereinafter known as TSL, represented by its Managing Director, Mr Gethin Rees,

Regarding that:

- TSL is the developer and owner of software products under the collective name of TSL Timing Suite;
- The Client wishes to use data (including but not limited to data collected via J-Time and RDS Protocols) collected by the TSL Timing Suite for the purpose of internal analysis on a specific day at a specific location for the period of 4 days starting on 8th December 2016 and expiring on 11th December 2016. (the “agreed period”)
- The specific day / location is a corporate day, a test day, a practice day, a qualifying day or a race day or any combination at a single location;

Timing Solutions Ltd

Unit 2 Ninian Park, Ninian Way, Tamworth, B77 5ES, UK
Tel: +44 (0)1827 285666 Fax: +44 (0) 1827 282932
Email admin@tsl-timing.com
www.tsl-timing.com

Now it is agreed as follows:

1. TSL licences the Client to use the data collected by the TSL Timing Suite for internal analysis for the agreed period free of charge.
2. TSL shall not be liable to the Client for any losses whatsoever should the supply of data collected by the TSL Timing Suite cease or be disrupted at any time during the agreed period.
3. TSL restricts the use of the data gathered, including the use of any documentation referring to the data gathered, by the TSL Timing Suite software to the employees and/or officials of the Client and furthermore the Client is not allowed to distribute, disseminate, share or otherwise pass the data gathered by the TSL Timing Suite to any third party whatsoever without the express written prior knowledge and consent of TSL.
4. The Client may not use the data gathered by the TSL Timing Suite for any purpose other than its own internal analysis without the express written prior knowledge and consent of TSL.
5. All source code will be retained and owned by TSL;
6. TSL retains all Intellectual Property (IP) right and Software rights over all programs and databases which constitute the TSL Timing Suite;
7. In the event of TSL going into liquidation or ceasing to trade, all rights to use the TSL Timing Suite by the Client will cease. In the event of the Client going into liquidation or ceasing to trade, all rights to use this Licence will cease;
8. Upon expiry of the agreed period, this Licence will terminate. None of the Client's obligations under this Licence, and in particular, those set out in paragraphs 3 and 4, shall cease upon expiry of the agreed period and/or the termination of this Licence.

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9. The Parties shall not disclose this Licence or the terms thereof or any information about this Licence to any third party without the other Party's written consent.

10. All notices, requests, demands and other communications under this Licence shall be in writing and shall be deemed to have been given if hand delivered or mailed by "recorded delivery" to the address set forth in this Licence.

11. Neither Party shall be considered in default of its obligations under this Licence if the performance of its obligations are prevented or delayed by any cause beyond its reasonable control including, without limitations, acts of God, acts or omissions of governmental authorities, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, blockades, riots, civil disturbances, epidemic, natural disasters, interruptions of power, terrorists acts, or shutdown of modes of transportation pursuant to an act of a government.

12. This Licence shall be governed by and construed in accordance with the laws of England and Wales.

.....(Name)

.....(Position)

..... (Organisation)

...Gethin Rees.....(Name)

...Managing Director.....(Position)

Timing Solutions Limited

Dated: _____

Dated: _____

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