

ENTERPRISE LICENCE AGREEMENT

DATE: *Dated as denoted on relevant invoice supply date*

PARTIES:

1. "the Licensor": *Golden Net Limited* whose registered office is at Golden Net House, 7 Knockholt Road, Margate, Kent CT9 3HL, Kent, England
2. "the Licensee": *Licence Purchaser* as denoted on relevant invoice of supply,

RECITALS:

- (A) The Licensor is proprietor of and beneficially entitled to the copyright conferred in the United Kingdom and throughout the world in the Works more fully described in Clause 1 of this Licence.
- (B) The Licensor is willing to grant a non-exclusive licence to the Licensee to distribute electronically or print or allow access to the Works for its own use in the Licensee's Premises more fully described in Clause 1 of this Licence in the United Kingdom PROVIDED ALWAYS that the Licensee shall not sell, give or transmit the Works or copies of the Works or any licences in respect of the Works to any third party.

OPERATIVE PROVISIONS:

1. Definitions In this Agreement the following expressions shall have the following meanings unless the context otherwise requires:

RIGHTS: The non-exclusive right by way of licence to distribute electronically or print or allow access to the Works for use by up to the maximum number of users as denoted via relevant invoice in the Premises during the Term.

TERM: One year from the date of this Agreement.

PREMISES: Any building owned or hired by the Licensee for the purposes of training and any building being the place of work or study of the Licensee's Candidates.

WORKS: Those literary works more particularly described in Schedule 1 to this agreement.

2. Licence

In consideration of the payment by the Licensee of the Licence Fee as denoted via relevant invoice the Licensor as beneficial owner grants to the Licensee the Rights in the Premises for the Term PROVIDED ALWAYS that the licensee shall not sell give or transmit the Works or copies of the Works or any licences in respect of the Works to any third party.

3. Warranties

The Licensor warrants that it is the owner of the copyright in the Works that it has granted no other licences in respect of the Works in the Premises and that to the best of its knowledge exercise of the Rights by the Licensee will not infringe the rights of any third parties.

4 Dealings

- 4.1** The Licensee shall not assign any of the Rights except with the prior written consent of the Licensor.
- 4.2** The Licensee shall not sub-licence any of the Rights except with the prior written consent of the Licensor.
- 4.3** The Licensee shall not allow the Works to be used by its employees or former employees for any purpose other than in connection with the training or education of the Licensee's Candidates.
- 4.4** The Licensee agrees that the use of the Works will at all times be in accordance with all provisions of this Agreement for the period of copyright in the Works.
- 4.5** The Licensee agrees to pay to the Licensor all costs and reasonable expenses incurred by the Licensor in the recovery of fees due in the event that the Licensee breaches this Agreement.

5. Moral Rights

- 5.1** The Licensor hereby notifies the Licensee that it is the author of the Works and has asserted its right to be identified as the author of the Works and has not waived its right to object to derogatory treatment of the Works.
- 5.2** The Licensee shall procure that every copy of the Works whether distributed electronically or printed in full or otherwise shall bear a notice identifying the Licensor as the original publisher of the Works.

6. Infringements

The Licensee shall as soon as it becomes aware thereof give the Licensor in writing full particulars of any infringement of the Licensor's Rights in relation to the Works by any other.

7. Termination

- 7.1** Either party may terminate this Agreement without prejudice to its other remedies forthwith by notice in writing to the other if that other commits a breach of this Agreement provided that if the breach is capable of remedy the notice shall only be given if the party in breach shall not have remedied the same within one month of having been given notice in writing specifying the breach and requiring it to be remedied.
- 7.2** This Agreement is deemed to have been terminated by both parties forthwith on the occurrence of any of the following events:
 - (1)** The Licensee making any voluntary arrangement with their creditors or becoming subject to an administration order or having an order made against them or passing a resolution for its winding up or having a Receiver or similar officer appointed over its assets or property or any part thereof.
 - (2)** The Licensee changing its corporate identity merging with taking over or being taken over by another body corporate.

(3) The Licensee being the subject of a court order regarding breach of any copyright law in any part of the world.

7.3 Termination of this Agreement for whatever reason shall not affect the accrued rights of the parties arising in any way out of this Agreement as at the date of termination and in particular but without limitation the right to recover damages from the other.

7.4 Upon the termination of this Agreement for whatever reason the Licensee shall cease to make any use of the Works and the Rights therein save only with the Licensor's specific permission.

7.5 All provisions of this Agreement which in order to give effect to their meaning are needed to survive its termination shall remain in full force and effect thereafter.

8. Applicable Law

The construction validity and performance of this Agreement shall be governed in all respects by English Law.

IN WITNESS WHERE OF the parties have executed the day and year first above written.

SCHEDULE1

THE WORKS

All the materials in the GOLDEN NET LIMITED publication(s) as denoted on relevant invoice.