

MIR (My Information Register) Database Application - License Agreement

Article 1: Definitions

For the purposes of this Agreement, the following terms shall have the following meanings:

- **"Database Application"** means the software application known as **MIR** (My Information Register).
- **"Effective Date"** means December 6th, 2024.
- **"Licensee"** means EMR Department, Queen Mary University of London (QMUL).
- **"Licensor"** means Web Clinica Ltd.
- **"Use"** means the internal business use of the Database Application by the Licensee's direct employees.

Article 2: License Grant

The Licensor grants to the Licensee a non-exclusive, non-transferable, and non-sub licensable license to use the Database Application for internal business purposes only, free of charge, for a term of one (1) year from the Effective Date. This license is renewable upon mutual agreement for subsequent one-year terms.

Article 3: Intellectual Property Rights

The Licensor retains all intellectual property rights, including but not limited to copyrights, trademark rights, database rights, and all other intellectual property rights used or embodied in or in connection with the Database Application. No intellectual or proprietary rights are granted, transferred, or assigned through this Agreement except for the use rights explicitly granted herein.

Article 4: Warranties

The Licensor warrants that:

- It has the right to license the Database Application.
- To the best of the Licensor's knowledge and belief, the Database Application does not infringe on any third-party rights.
The Licensor makes no other warranties, express or implied, and disclaims all other warranties, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

Article 5: Customisation and Additional Services

Any customisations, modifications, or additional services to the Database Application will be subject to a separate agreement and will incur additional fees. The Licensee must obtain prior written approval from the Licensor for any such customisations and agree to the terms and fees associated with these services.

Article 6: Restrictions on Use

The Licensee shall not:

- Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Database Application.

- Modify, adapt, or translate the Database Application in any way.
- Merge the whole or part of the Database Application with any other database or application without the prior written consent of the Licensor.
- Make copies of the Database Application except for back-up purposes, and all such copies must bear the copyright notice of the Licensor.
- Use the Database Application for any purpose other than as specified in this Agreement.

Article 7: Support and Maintenance

The Licensor may provide support and maintenance services for the Database Application during the term of the license. However, these services may require a separate agreement and may incur additional fees. The Licensee must have a valid license to receive new versions and support.

Article 8: Termination

This Agreement shall automatically terminate at the end of the annual term if not renewed. The Licensor reserves the right to terminate this Agreement immediately if the Licensee breaches any of the terms and conditions herein. Upon termination, the Licensee must:

- Cease all use of the Database Application.
- Destroy all copies of the Database Application in their possession.
- Provide written confirmation to the Licensor of the deletion and destruction of all copies.
- Any data stored in Database Application in relation to Licensee's Information Assets, belong to Licensee and must be exported and downloaded by Licensee before the Agreement is terminated. Licensor shall not claim the Assets data owned by the Licensee.

Article 9: Liability and Indemnification

The Licensor shall not be liable for any damages whatsoever arising out of the use or inability to use the Database Application, including but not limited to damages for loss of business profits, interruption of business activity, loss of business information, or other monetary loss. The Licensee agrees to indemnify and hold harmless the Licensor against any claims, damages, or expenses arising from the Licensee's use of the Database Application.

Article 10: Confidentiality

The Licensee agrees to maintain in confidence and not to disclose to any person, firm, or company any confidential information, including but not limited to the Database Application, its components, and any other material, information, and documentation made available by the Licensor under this Agreement. The Licensee shall use its best efforts to prevent and protect the Database Application and all parts thereof from disclosure by its agents or employees.

Article 11: Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising out of or related to this Agreement shall be resolved through arbitration in accordance with the rules of the London Court of International Arbitration (LCIA) or, at the Licensor's discretion, through court proceedings in England and Wales.

Article 12: Notice

Any notice required or permitted to be given under this Agreement shall be in writing and shall be delivered personally, sent by certified mail, or sent by email to the address specified by the parties. The notice shall be deemed to have been given upon receipt.

Article 13: Assignment and Sub-contracting

The Licensee shall not assign, transfer, or sub-contract any of its rights or obligations under this Agreement without the prior written consent of the Licensor.

Article 14: Force Majeure

Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure is due to circumstances beyond its reasonable control, including but not limited to natural disasters, wars, and governmental actions.

Article 15: Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements or understandings, whether written or oral.

Article 16: Amendments

This Agreement may not be amended or modified except in writing signed by both parties.

Article 17: Compliance with Laws

The Licensee shall comply with all applicable laws and regulations in its use of the Database Application (see Article 11 of the Agreement).

Acceptance

By downloading, installing, or using the Database Application, the Licensee acknowledges that it has read, understood, and agrees to be bound by the terms and conditions of this Agreement.