

# Introduction

This document describes the licenses available for our software. For current prices please refer to our pricing tables available on our website.

[UK Pound Price Table](#)

[US Dollar Price Table](#)

[Euro Price Table](#)

Our software can be ordered on-line.



On our [products page](#) click the “Order Now” button.

After placing your order you will receive an Invoice, typically within 48 hours, via e-mail. This e-mail will include payment instructions and further information pertinent to your order.

If you have any further queries regarding our licensing or our prices please contact [sales@brainydata.co.uk](mailto:sales@brainydata.co.uk).

In this document

[Brainy Data Licenses](#) - explains all licenses and support programs in detail.

[License Agreement](#) - shows a sample developer license agreement. The one shown here is taken from our OWrite product.

# Brainy Data Licenses

## October 2022

This document describes the licenses available for our software. For current prices please refer to our pricing tables available online at <https://products.brainydata.com>.

If you find that the licenses and services on offer are not suitable for your circumstances, please contact us.

### A. Desktop Deployment Licenses (Corporate or Product)

#### Who is this license for?

The license is aimed at “Corporate Clients” or “Companies” that develop software for internal use and “Software Developers” who produce and own the software that is sold or licensed to third parties.

“Software consultants” must purchase either type of license on behalf of their clients.

#### License details

Desktop licenses constitute a banded deployment license or unlimited deployment license which includes combined developer and end user seats up to the limit of the licensed band.

**Development:** For development purposes, the Licensee may install the Software on multiple computers, provided that these computers are used solely by the Licensee or employees of the Licensee if the Licensee is a company and up to the limit of seats as stipulated by the license.

**Deployment:** The Software may be deployed by the Licensee (up to the maximum number of seats as stipulated by the deployment band that is licensed after subtracting the number of developer seats) provided it is deployed only for the use by end users of the Licensee's Products and that these Products add significant functionality to the Software.

The Software may not be deployed for the purpose of further development of the Software.

The Licensee may not redistribute the Software with an application that provides a programming interface that permits other programs to access the Software's functions.

**Deployment bands:** The deployment licenses are sold in the following bands:

5,10, 25, 50, 100, 250, 500, 1000 and Unlimited Users.

**Note for limited license bands:** A user typically comprises a single installation on a computer. A guide to your license requirements are the number and kind of Omnis Studio licenses that our software is deployed with. For example, if our software is installed with an Omnis multi-user license, you require a license band that covers the user count as stipulated by the Omnis license.

**Note for Software developers:** A single band can be used to license software for a number of clients regardless of geographical location and number of products involved. For example, you may wish to deploy your product to five clients with 15-20 users each, thus you would require a 100-user deployment license. If your total number of users increases beyond 100, you may upgrade to the next band by paying the difference in price at the time of the upgrade.

**Note for consultants:** The owner (copyright holder) of the software that you are developing is responsible for licensing the correct user bands. You must ensure the owner is aware of their ongoing responsibility for monitoring the use of theirs and consequently our software.

## B. JS-Server and Server/Desktop combo licenses (Corporate or Product)

### Who is this license for?

As license A.

### License details

Server and Server/Desktop combo licenses constitute a company developer license and a single server or unlimited server deployment license or a combo server/desktop unlimited deployment license.

**Development:** For development purposes, the Licensee may install the Software on multiple computers, provided that these computers are used solely by the Licensee or employees of the Licensee if the Licensee is a company and up to the limited number of developers or users stipulated by the license.

**Deployment:** The Software may be deployed by the Licensee (up to the maximum number of servers<sup>1</sup> equal to the number of single server licenses that have been purchased or to an unlimited number of servers and/or desktops if the unlimited license has been purchased) provided it is deployed only for the use by end users of the Licensee's Products and that these Products add significant functionality to the Software.

The Software may not be deployed for the purpose of further development of the Software.

The Licensee may not redistribute the Software with an application that provides a programming interface that permits other programs to access the Software's functions.

## C. Subscriptions & Upgrades

### Deployment Maintenance Subscription (DMS)

Most products will be licensed with a 12 months DMS. At the end of this period you may extend the subscription by paying an annual fee which is typically calculated at 30% of the deployment license fee.

The DMS includes the following benefits

- Maintenance updates
- All new versions of the product. No upgrade fees.

### Software upgrades without a subscription

Upgrades to new versions of our software are charged at a percentage rate of the current price of the software (total of combined development and deployment license fees). The percentage may vary for some products.

Always consult our Pricing table.

**Note:** Developers with an active DMS do not pay for software upgrades.

### Developer Support Subscription (DSS)

In addition to the DMS, Brainy Data offers a DSS which is charged per developer (an individual programmer working for a company). The fee charged per person is a fixed fee (see online price lists). Technical queries or bug reports can only be submitted by the registered person or persons.

The DSS includes the following benefits

- Bug reporting facility via online system
- E-mail technical support via online system
- Input into new features.
- Intermediate patches for critical software corrections.
- Access to our software sponsorship program.

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<sup>1</sup> Servers refers here to Omnis Studio Servers. One single server license is required for each Omnis Studio Server.

## **Software Sponsorship Program**

Brainy Data sometimes charges for new software or for new features to our existing software in situations where we are unable to finance such development. If we feel that the requested new software may be of benefit to other developers we will consider the sponsorship program instead of the more expensive direct consultancy service. If the request is for an urgent new feature in our existing software, the sponsorship program is the only option.

Under the sponsorship program, the copyright of the developed software remains with Brainy Data Ltd. The sponsor in turn will benefit from direct input into the features and input into the time of delivery as well as a discounted consultancy rate.

# Sample Developer License Agreement

## (sample taken from OWrite<sup>2</sup>)

### Definitions

‘Brainy Data’ means Brainy Data Limited.

‘OMNIS’ means the OMNIS Studio or OMNIS Classic Software. OMNIS Studio and Classic is owned and sold by Omnis Software Ltd. OMNIS is a trade mark of Omnis Software Ltd.

This Software is licensed, not sold. Brainy Data grants the purchaser ('Licensee') a non-exclusive license for the use of the Software as follows.

### Development

For development purposes, the Licensee may install the Software on multiple computers up to the limit of the developer license(s), provided that those computers are used solely by the Licensee or employees of the Licensee if the Licensee is a company, and that all computers are located at the same geographical site. If the Licensee requires to develop the software at more than one geographical site, additional developer licenses must be purchased.

### Deployment

The Software may be deployed by the Licensee, provided it is deployed only for the use by end users of the Licensee's Products and that these Products add significant functionality to the Software, and the number of end users does not exceed the number specified in the license that was purchased.

The Software may not be deployed for the purpose of further development of the Software.

The Licensee may not redistribute the Software with an application that provides a programming interface that permits other programs to access the Software's functions.

The Licensee must acknowledge the copyright of the software. All copies of the OWrite component software must bear the following copyright notices: "OWrite Component Copyright © 2017 Brainy Data Ltd." These copyright notices may be placed with other copyright notices, including your own copyright notice, or in any reasonable visible location in the products packaging, software, or documentation.

### Other Rights and Limitations

#### Rental

The Licensee may not rent, lease, or lend the Software.

#### Transfer of Ownership

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<sup>2</sup> Some details may vary for some products

The Licensee may permanently transfer all rights under this License Agreement, provided no copies are retained, the Licensee transfers all of the Software (including all component parts, media, printed materials, any upgrades, the agreement that accompanied the Software ) **and** the recipient agrees to the terms of the License Agreement. Brainy Data must be notified in writing of the transfer of ownership.

### **Termination**

Without prejudice to any other rights, Brainy Data may terminate this License if the Licensee fails to comply with the terms and conditions of this License or fails to fully pay for the Software as agreed to at the time of sale. In such event, all copies of the Software and all of its component parts must be destroyed.

### **Limited Warranty**

Brainy Data warrants that Software supplied electronically will be replaced if it is found to be corrupted during transport. If Brainy Data is unable to deliver a replacement which is free of such corruption within a reasonable period the Licensee may terminate this Agreement for a full refund. This is Brainy Data's entire liability and your sole remedy in the event of Software corruption.

EXCEPT AS PROVIDED ABOVE, THE LICENSEE ACKNOWLEDGES AND AGREES THAT THE SOFTWARE IS USED BY LICENSEE AT LICENSEE'S SOLE RISK AND IS PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRAINY DATA DOES NOT GUARANTEE, WARRANT OR MAKE ANY REPRESENTATION THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. FURTHERMORE, BRAINY DATA DOES NOT GUARANTEE, WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY BRAINY DATA OR AN AUTHORISED REPRESENTATIVE OF BRAINY DATA SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. SHOULD THE SOFTWARE PROVE DEFECTIVE, THE LICENSEE (AND NOT BRAINY DATA OR ITS AUTHORISED REPRESENTATIVES) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

### **Limitation of Liability**

In no event, including negligence, will Brainy Data or its directors, officers, employees or agents be liable to the Licensee for indirect, special, incidental or consequential damages, including but not limited to any loss of data or business information or loss of profits, arising out of the use or inability to use the Software even if Brainy Data or an authorised representative thereof has been advised of the possibility of such damages. In no event shall Brainy Data's total liability hereunder for all damages, losses and causes of action (whether in contract, tort (including negligence) or otherwise) exceed the amount paid by licensee for the Software except that Brainy Data does not exclude any liability for death or personal injury arising from proven negligence. The Licensee shall indemnify Brainy Data against any claim for loss or damage of any kind suffered by a third party arising from the use by that third party of any application developed using the Software.

## **General**

The Licensee acknowledges having read and understood this Agreement and agrees to be bound by its terms and conditions. This Agreement is the entire agreement between the Licensee and Brainy Data (including its employees) concerning the subject matter of this Agreement and supersedes any proposal or prior agreement, oral or written, and any other communications relating to the subject matter of the Agreement.

This Agreement is governed by the laws of the United Kingdom.