

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.

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

December 2014

This document describes the licenses available for our software. For current prices please refer to our pricing tables available in a separate document.

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

A. Corporate license

Who is this license for?

The corporate license is primarily aimed at “Corporate Clients/Companies” that develop software for internal use.

“Software developers” may also purchase this type of license in preference to the Product License, as deployment costs reduce at higher bands.

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

License details

The standard license constitutes a company developer license¹ and a banded 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 users as stipulated by the distribution band that is licensed) 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:

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

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 distribution 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 Licensee is the owner (copyright holder) of the products that incorporate our software. Independent consultants who are hired to develop products on behalf of a client must license the developer license and the deployment bands in their client's name. Please make sure that your clients are aware of their responsibility for licensing the correct bands.

B. Unlimited corporate and product license

Same as License A. but includes an unlimited deployment license.

¹ A company developer license consists of a 5 user combo license. A combo license is a developer/user license and can be used for up to five developers or users in any combination within the same company.

C. Product license

Who is this license for?

This license is aimed at software developers who produce software that is sold or licensed to third parties.

License details

The deployment license is charged per user. A minimum annual distribution applies to cover the development costs of maintenance and new feature releases. The product license includes an annual maintenance subscription (technical support subscriptions are available for an additional fee, see section E).

Low cost software pricing: A small fee per copy sold is negotiated on an individual case-by-case basis. To qualify, your software must have a fixed advertised retail price.

D. Annual licenses

Who is this license for?

This license is aimed at software developers who produce software that is sold or licensed to third parties or “Corporate Clients/Companies” that develop software for internal use.

License details

Annual licenses are negotiated based on the size of the deployment base. An annual fee is charged as long as you and your customers continue to use the software. The annual fee includes an annual maintenance subscription (technical support subscriptions are available for an additional fee, see section E). The commitment to the annual fee benefits a greatly reduced license fee.

Please note: If the annual payment is not made, the license to develop and deploy the software is canceled and you and your customers may no longer use the software covered by this agreement.

E. Annual maintenance and support subscriptions

Most products will be licensed with a 6 or 12 months free maintenance subscription. At the end of the free period you may extend the maintenance subscription by paying a annual fee which is typically calculated at 30% of the license. This annual fee applies only to ‘A’ and ‘B’ license holders. A free maintenance subscription is included with ‘C’ and ‘D’ licenses.

In addition to the maintenance subscription, Brainy Data offers a technical support subscription which is charged per developer (an individual developer working for a company). The fee charged per person is a fixed fee (see online price lists).

Maintenance Subscription Benefits

The maintenance subscription includes the following benefits

- Bug reporting facility via online system ²
- Maintenance updates
- All new versions of the product. No upgrade fees.

Technical Support Benefits

The technical support subscription includes the following benefits

- E-mail technical support via online system
- Input into new features.
- Intermediate patches for critical software corrections.

² This is a reporting only facility and reports must include working examples that demonstrate the difficulties encountered. Please see our [support policy document](#) for more details.

- Access to our software sponsorship program.

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. 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.

F. Software upgrades

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 on a maintenance program do not pay for upgrades.

Sample Developer License Agreement (OWrite)

Definitions

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Development

For development purposes, the Licensee may install the Software on multiple computers up to the limit of the 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 © 2014 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.

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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.