



End User Licence Agreement

PLEASE READ THIS LICENSE CAREFULLY. BY PURCHASING, COPYING, INSTALLING, OR USING ALL OR ANY PORTION OF THIS SOFTWARE, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS LICENSE, INCLUDING, WITHOUT LIMITATION, THE PROVISIONS ON LICENSE RESTRICTIONS IN CLAUSE 3, LIMITED WARRANTY IN CLAUSE 6, AND LIMITATION OF LIABILITY IN CLAUSE 8. LICENSEE AGREES THAT THIS LICENSE IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY LICENSEE. THIS LICENSE IS ENFORCEABLE AGAINST LICENSEE. IF LICENSEE DOES NOT AGREE TO THE TERMS OF THIS LICENSE, LICENSEE MAY NOT USE THE SOFTWARE.

This license agreement (**License**) is a legal agreement between you (**Licensee, you or your**) and **Licenseware Technology Services S.R.L**, incorporated and registered in Romania with company number J21/238/2021 whose registered office address is at Independentei 1, Slobozia, Ialomita, 920095 Vat no RO42866470 (**Licensor, us or we**) for:

- the apps and any associated software required as set out in the applicable Order Form, the data supplied with the software, and the associated media including any Updates (together the **Apps**); and
- Printed materials and online electronic documentation, including technical manuals, training materials, specifications or other documentation applicable to the Apps and made available to you by Licensor or a Reseller (**Documentation**).

We, or an authorised Reseller, license use of the Apps and Documentation to you on the terms set out herein

In either event, you agree to the terms of this License as a condition of the provision of the Apps.

- **SYSTEM RECOMMENDATIONS** : as set out in the Order Form (the **System(s)**).

You acknowledge that we may update the terms and conditions of this License from time to time and that it is your responsibility to check any updates. Any changes made to this License shall be incorporated into the terms and conditions of this License.

AGREED TERMS

1. Provision of the Services

- 1.1 Licensor will provide the Apps materially in accordance with this License and the Documentation.

2. Grant and scope of License

- 2.1 Subject to Licensee's continuous compliance with this License and payment of the applicable License Fee, and except as otherwise set out in this License, Licensor grants Licensee a non-exclusive, non-transferable, revokable and limited license to install (where applicable) and use the Apps in the Territory during the License Term (unless earlier terminated in accordance with the terms of this License) for its own internal business purposes.
- 2.2 Licensor reserves the right at any time to make any improvement, substitution or modification in the design, manufacture or configuration of the Apps provided that any such improvement, substitution or modification shall not result in any material change in the functionality or performance of the Apps.

- 2.3 The Licensee may subject to prior written consent perform any of its obligations or exercise any of its rights under this License by itself or through any affiliate provided that:
- (a) any act or omission of any such person shall be deemed to be the act or omission of the Licensee;
 - (b) any such performance and/or exercise shall be solely for the business purposes of the Licensee and its affiliates as set out in the Order Form (“**Declared Affiliates**”);
 - (c) any claim from an affiliate shall be brought through the Licensee and the exclusions of and caps on liability detailed in this License shall apply in aggregate to all claims brought by the Licensee and its Declared Affiliates.
- 2.4 Where third party suppliers are required to interface with or otherwise affect (or are affected by) the Apps, Licensor shall at the Licensee’s request and expense co-operate with such suppliers and shall provide such information as such suppliers shall reasonably require (on such notice as is reasonable in the circumstances and subject to such reasonable conditions as to confidentiality, security and non-interference as Licensor may propose).
- 2.5 The Licensee shall:
- (a) provide to Licensor the details of the Licensee authorised contact. In the event of any change in the Licensee contact, the Licensee will provide written details of a replacement as soon as reasonably practicable of a person with equivalent qualifications and experience;
 - (b) where appropriate, make available to the Licensor’s directors, employees, agents, consultants and sub-contractors such office and reasonable administrative support as may be necessary for the provision of the Licences and Support (if applicable);
 - (c) take all necessary steps to ensure that its employees, agent, suppliers, third parties or subcontractors abide by the terms of this License. For the avoidance of any doubt, the Licensee shall fully indemnify the Licensor from the Licensee’s employees, agents, suppliers, third parties and subcontractors who fail to comply with the terms of this License;
 - (d) ensure its employees, agents, consultants and sub-contractors co-operate fully with Licensor and make available at no expense to Licensor such suitably qualified and experienced personnel to provide information to Licensor for the purposes of providing the Licences and any relevant Support at no cost to the Licensor;
 - (e) comply with the Documentation;
 - (f) inform Licensor as soon as possible about any change of the location.

3. **Apps Restrictions**

- 3.1 Except as expressly set out in this License or as permitted by any local law, you undertake:
- (a) not to make copies of the Apps or Documentation except as reasonably necessary for back-up, archival or disaster recovery purposes, and further provided that all such copies shall bear the original and unmodified copyright, patent and other intellectual property markings that appear on or in the Apps;

- (b) unless otherwise set out in this License, not rent, lease, sell, sublicense, assign or transfer your rights in the Apps, or authorise any portion of the Apps to be copied onto another individual or legal entity's computer
- (c) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Apps nor attempt to do any such thing except to the extent that such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Apps with another software program, and provided that the information obtained by you during such activities:
 - (i) is used only for the purpose of achieving inter-operability of the Apps with another software program;
 - (ii) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
 - (iii) is not used to create any software which is substantially similar to the Apps.
- (d) not to modify, port, adapt, or translate the Apps;
- (e) to include our copyright notice on all entire and partial copies you make of the Documentation on any medium;
- (f) to notify your employees and agents who may have access to the Apps of the restrictions contained in this License and to ensure their compliance with these restrictions;
- (g) to comply with all applicable technology control or export laws and regulations;
- (h) it will not allow or suffer any Designated User login for the relevant Apps to be used by more than one individual Designated User unless it has been reassigned in its entirety to another individual Designated User, in which case the prior Designated User shall no longer have any right to access or use the relevant Apps and
- (i) each Designated User shall keep any passwords used confidential.

3.2 You may:

- (a) download, install (where applicable) and use the Apps on the System for your internal business purposes only;
- (b) receive and use any free Updates of the Apps incorporating "patches" and corrections of errors as may be provided by us from time to time; and
- (c) use any Documents in support of the use permitted under Clause 3.1 (a) and only make copies of the Documents as are reasonably necessary for its lawful use.

4. Intellectual property rights

- 4.1 All Intellectual Property Rights in the Apps and the Documentation throughout the world belong to us, that rights in the Apps are licensed (not sold) to you, and that you have no Intellectual Property Rights in, or to, the Apps or the Documentation other than the right to use the Apps and the Documentation in accordance with the terms of this License. You will take no actions which adversely affect Licensor's intellectual property rights in the Apps.
- 4.2 You acknowledge that you have no right to have access to the Apps in source code form.



- 4.3 Trademarks shall be used in accordance with accepted trademark practice, including identification of trademark owners' names. Trademarks may only be used to identify printed output produced by the Apps, and such use of any trademark does not give you any right of ownership in that trademark.
- 4.4 The Licensor shall defend and indemnify the Licensee against all damages, costs, liabilities, expenses and settlement amounts finally awarded against the Licensee in connection with any claim or action by any third party alleging that the Intellectual Property provided under the Agreement, with no input or direction or instruction from the Licensee, directly infringes any Intellectual Property Rights registered in the country in which the Licensor is providing services (**IPR Claim**). The maximum aggregated liability for such indemnification outlined in this clause 4 shall be not exceed one million pounds sterling (€1,000,000) and shall count towards the overall cap as set out in Clause 8.3.
- 4.5 If an IPR Claim is brought or in the reasonable opinion of the Licensor is likely to be made or brought, the Licensor may at its own expense ensure that the Licensee is still able to use the License by either:
- (a) modifying any and all of the provisions of the License without reducing the performance and functionality for any or all of the provision of the License, so as to avoid the infringement or the alleged infringement, provided that the terms herein shall apply mutatis mutandis to such modified or substituted services and such modified or substituted services shall be acceptable to the Licensee, such acceptance not to be unreasonably withheld; or
 - (b) procuring a licence or permission to use the License on terms which are acceptable to the Licensee, such acceptance not to be unreasonably withheld.
- 4.6 The Licensee shall promptly notify the Licensor if any IPR Claim or demand is made or action brought against the Licensee for infringement or alleged infringement of any third party right which may affect the provision of License.
- 4.7 Except to the extent that the Licensor should reasonably have known or advised the Licensee the foregoing provisions of Clause 4.6, the Licensor shall have no obligation or liability for any IPR Claim in the event that Licensee uses any of the Licensors Intellectual Property Right outside the scope of the licence granted herein.
- 4.8 The Licensee shall fully pay and indemnify the Licensor and hold it harmless on demand, from and against all actions, claims, liabilities, demands, proceedings, costs suffered or incurred by Licensor, arising by reason of claims that the Licensee or any of its end users modify, alter, replace combine with any other data, code, documents or other software, which alters the Apps and such alterations infringe the Intellectual Property Rights of a third party. This indemnity applies whether or not legal proceedings are instituted and, if such proceedings are instituted, irrespective of the means, manner or nature of any settlement, compromise or determination. This indemnity shall survive the expiration or termination of this License.
- 4.9 This Clause 4 sets out the entire liability of the Licensor with respect IPR Claims by the Documentation, Apps or any other materials supplied by the Licensor (or its Resellers), or use thereof, and the Licensor shall have no additional liability with respect to any alleged or proven infringement.

- 4.10 The Licensor shall have no liability to indemnify or hold the Licensee harmless for any payment made by the Licensee in settlement or compromise of any IPR Claim against the Licensee.
- 4.11 The Licensor is solely responsible for any content, application or software that the Licensor or its end-users load into or create within any service or offering. The Licensee agrees, at its sole cost and expense, to indemnify, defend and hold the Licensor (and its Resellers) harmless from and against any claims, losses or settlement arrangements arising out of or in connection with any such content, application or software, or any loss or corruption thereof or any use of any offering in combination with other offerings or products in violation of these provisions.

5. Confidentiality Obligations

- 5.1 **Confidential Information** means information designated by the party disclosing such information (**Disclosing Party**) as “confidential” or “proprietary” or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of the disclosure. Licensee’s Confidential Information includes Licensee data. Licensor’s Confidential Information includes any information related to the structure, organization and code of the Apps (including the License Key) and its performance, functionality, and reliability. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault of the party that receives such information from the Disclosing Party (**Receiving Party**); (ii) is in the Receiving Party’s possession prior to receipt from the Disclosing Party; (iii) is acquired by the Receiving Party from a third-party without breach of any confidentiality obligation to Disclosing Party; or (iv) is independently developed by Receiving Party without reference to the Disclosing Party’s Confidential Information.
- 5.2 Confidential Information is and will remain the exclusive property of the Disclosing Party. In addition to any other obligations required of it under Clause 5 herein, the Receiving Party will: (i) use Disclosing Party’s Confidential Information solely for the performance of the activities contemplated by this License; (ii) disclose such information only to its employees, agents, professional advisors and contractors who are bound by obligations of confidentiality at least as strict as those contained in this Clause 5; (iii) protect Disclosing Party’s Confidential Information against unauthorised use or disclosure using the same degree of care it uses for its own Confidential Information, which in no event will be less than reasonable care; and (iv) upon written request, return or destroy all copies of the Disclosing Party’s Confidential Information that are in its possession or control.
- 5.3 The provisions of this Clause 5 shall survive for the Licence Term and two (2) years thereafter.

6. Warranty

- 6.1 We warrant that:
- (a) the Apps will, when properly used and on a System for which it was designed, perform substantially in accordance with the functions described in the Documents; and
 - (b) that the Documents correctly describe the operation of the Apps in all material respects.

- 6.2 You must notify us in writing of any defect or fault in the Apps as a result of which it fails to perform substantially in accordance with the Documents.. Apps
- 6.3 Licensor, its Declared Affiliates, and its Reseller's entire liability and your exclusive remedy shall be, at Licensor's option, either
- (a) to fix the Software, provided that you make available all the information that may be necessary to help us to remedy the defect or fault, including sufficient information to enable us to recreate the defect or fault; or
 - (b) a refund of any Licence Fee paid in respect of the period from the date of such defect or fault, or
- 6.4 This warranty does not apply if the Apps: (i) have been altered, except by Licensor or its authorised representative, (ii) have not been installed, operated, repaired, or maintained in accordance with instructions supplied by Licensor, (iii) if the defect or fault in the Apps results from Licensee having used the Apps in breach of the terms of this License or (v) if failure of the Apps have resulted from accident, abuse, misapplication, abnormal use, Trojan horse, virus, or any other malicious external code.
- 6.5 Licensee acknowledges that the Apps have not been developed to meet Licensee's individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Apps as described in the Documentation meet your requirements and the Licensee hereby waives any and all liability in relation to this Clause 6.5.
- 6.6 Licensor does not warrant that the operation of the Apps will be uninterrupted or error free.
- 6.7 The Licensor shall use commercially reasonable endeavours to ensure that no virus, time bomb, trap door or other equipment or software disabling device is introduced by it into the Apps and will use reasonable endeavours to meet any performance dates for the Apps (if dates are specified in the Order Form), but any such dates shall be estimates only and time shall not be of the essence of the performance of the Apps.
- 6.8 The foregoing limited warranty and remedies state the sole and exclusive remedies for Licensor, its Declared Affiliates, or Resellers' breach of warranty. Licensor, its Declared Affiliates, or Resellers do not and cannot warrant the performance or results you may obtain by using the Apps. Except for the foregoing limited warranties under this License, and for any warranty, condition, representation or term to the extent which the same cannot or may not be excluded or limited by law applicable to you in your jurisdiction, Licensor, its Declared Affiliates or Resellers make no warranties, conditions, representations or terms, express or implied, whether by statute, common law, custom, usage or otherwise as to any other matters. To the maximum extent permitted by applicable law, Licensor, its Declared Affiliates, and Resellers' disclaim all other warranties and conditions, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, informational content or accuracy, quiet enjoyment, title and non-infringement, with regard to the Apps, and the provision of or failure to provide support services.
- 6.9 THE LIMITED WARRANTY SET FORTH IN THIS CLAUSE 6 GIVES LICENSEE SPECIFIC LEGAL RIGHTS. LICENSEE MAY HAVE ADDITIONAL RIGHTS UNDER

LAW WHICH MAY VARY FROM JURISDICTION TO JURISDICTION. LICENSOR DOES NOT SEEK TO LIMIT LICENSEE'S WARRANTY RIGHTS TO ANY EXTENT NOT PERMITTED BY LAW. TO THE EXTENT PERMITTED BY LAW, LICENSOR LIMITS ITS LIABILITY UNDER ANY STATUTORY OR IMPLIED CONDITION, WARRANTY OR GUARANTEE THAT CANNOT BE EXCLUDED, TO THE REMEDIES SET OUT IN CLAUSE 6.3.

7. Termination

- 7.1 Either party and the Reseller may terminate this License upon 90 days written notice to the other party such notice to expire at the end of the First Year or a Renewal Term, or on 30 days written notice for a PAYG Subscription as applicable.
- 7.2 This License will be terminated immediately:
- (a) By Licensor by written notice to you if you commit a breach of this License which you fail to remedy (if remediable) within thirty (30) days after the service of written notice requiring you to do so and immediately if the breach becomes irremediable;
 - (b) By Licensor if you are not able to provide proof of payment to Licensor, its Declared Affiliates, or Resellers for the Apps (upon request);
 - (c) By Licensor or its Reseller if you fail to pay any portion of the applicable License Fee and you fail to cure that payment breach within thirty (30) days of written notice;
 - (d) By either party if the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or
 - (e) By either party if the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 7.3 If the Licensor exercises its rights under Clause 7.2 then without prejudice to any other right or remedy available to the Licensor, the Licensor shall be entitled to cancel or suspend the supply of the Licences without any liability.
- 7.4 Upon termination for any reason:
- (a) all rights granted to you under this License shall cease;
 - (b) you must cease all activities authorised by this License;
 - (c) you must immediately delete or remove the Apps and immediately destroy or return to us (at our option) all copies of the Apps then in your possession, custody or control and, in the case of destruction, certify to us that you have done so;
 - (d) pay for all remaining amounts owing to the Licensor including any applicable interest and in respect of the Licences supplied but for which no invoices has yet been submitted, the Licensor shall submit an invoice, which shall be payable by the Licensee immediately on receipt and
 - (e) comply with any other reasonable request from us.

7.5 Termination under this License shall not affect any of the parties rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the License that existed at or before the date of termination.

7.6 The terms and conditions set forth in Clauses 3, 4, 5, 7.5, 8, 12 and 13 shall survive termination as applicable.

8. Limitation of Liability

8.1 This Clause 8 sets out the entire financial liability of each party (including any liability for the acts or omissions of its employees, agents and subcontractors) in respect of any breach of this Licence and any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this Licence.

8.2 We shall not in any circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence for:

- (a) loss of profits, sales, business, or revenue;
- (b) wasted expenditure;
- (c) business interruption;
- (d) loss of anticipated savings;
- (e) loss or corruption of data or information;
- (f) loss of business opportunity, goodwill or reputation;
- (g) any special, indirect or consequential loss, damage, charges or expenses; or
- (h) loss or damage suffered by the Licensee as a result of any action brought by a third party (save for any action brought by a third party that are covered by the indemnity in Clause 4.5) even if such loss was reasonably foreseeable or the Licensor had been advised of the possibility of the Licensee incurring the same.

8.3 Other than the losses set out in Clause 8.2 (for which we are not liable), our maximum aggregate liability under or in connection with this Licence whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to 125% of the Licence Fee paid. This maximum cap does not apply to Clause 8.4 .

8.4 Nothing in this Licence shall limit or exclude our liability for:

- (a) death or personal injury resulting from our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any other liability that cannot be excluded or limited by English law.

9. Fees and Payments

9.1 Any quote given by the Licensor for the License shall not constitute an offer. Licensee shall pay to Licensor, its Declared Affiliates, or its Reseller as applicable, the Licence Fee and other charges and expenses without right of deduction or set-off as set out in the Order Form.

- 9.2 The Licensee shall be responsible to Licensor for ensuring the accuracy of the terms of any quote or Order Form submitted or accepted by the Licensee and for giving the Licensor any necessary information within a reasonable time to enable the Licensor to supply the License in accordance with the terms of this License.
- 9.3 Subject to giving written notice to the Licensee, the Licensor reserves the right to make any changes to the Documentation and/or the Apps which are required to conform with any applicable safety, regulatory or other statutory requirement which do not materially affect the quality or performance of the Apps.
- 9.4 Licensee shall pay to Licensor, its Declared Affiliates, or its Reseller as applicable, the License Fee and other charges and expenses without right of deduction or set-off as set out in the quote and/or the Order Form. The License Fee shall be payable in the currency shown on the invoice and shall be payable on the date set out in the Order Form unless such date is silent, in which case, 30 days from the invoice date prior to the Apps being provided to you, unless otherwise negotiated with Licensor, its Declared Affiliates, or its Reseller as applicable. In the event the Licensee pays by direct debit, the details of such direct debit payments shall be set out in the Order Form.
- 9.5 The Licensor reserves the right by giving written notice to the Licensee to amend the pricing of the Apps to reflect any increase in price that is due to:
- (a) any delay caused by the failure of the Licensee to give the Licensor adequate information or instructions;
 - (b) any factor beyond the control of the Licensor (including foreign exchange fluctuations, increases in taxes, levies, duties, withholding taxes, and increases in labour, materials and other applicable costs); or
 - (c) any request by the Licensee to change the delivery/ performance date(s), functionality, quantities or types of Apps ordered or the Order Form.
- 9.6 Should you purchase this License from a Reseller, this License is contingent upon payment of the applicable License Fee by the Reseller to the Licensor. In the event that the Reseller fails to make payment of such License Fee to Licensor then Licensor may, in its discretion, suspend or terminate the use of the Apps. You agree to hold Licensor harmless for any such suspension or termination of the License. Any and all of your remedies for the suspension or termination of the Apps for failure to make payment of the applicable License Fee by Reseller will be solely against Reseller.
- 9.7 All payments by the Licensee hereunder shall be in Euros unless otherwise agreed or set out in the Order Form and shall be paid to the Licensor's bank account as advised by the Licensor to the Licensee in writing.
- 9.8 All amounts stated are gross amounts but exclusive of VAT or other sales tax which shall be paid by the Licensee, if applicable, at the then prevailing rate subject to receipt of a valid VAT invoice or other sales tax invoice.
- 9.9 Should the Licensee be required by any law or regulation to make any deduction on account of tax including but not limited to withholding tax or otherwise on any sum payable under the License, the Licence Fees payable shall be increased by the amount of such tax to ensure that the Licensor receives a sum equal to the amount to be paid under the applicable Order Form.

- 9.10 Without prejudice to any other remedy that the Licensor may have, if payment of the License Fees or any part thereof is overdue then unless the Licensee has notified the Licensor in writing that such payment is in dispute within 10 days of the receipt of the corresponding invoice the Supplier may, without prejudice to any other rights or remedies, charge the Licensee interest on the overdue amount at the rate of 4% per annum above the Euro Interbank Offered Rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Licensee shall pay the interest together with the overdue amount.
- 9.11 The Licensor reserves the right, on giving the Licensee 30 days' notice, to increase the License Fees:
- (a) on an annual basis with effect from each Renewal Term or.
 - (b) for a PAYG Subscription with effect from each PAYG Subscription Term or
 - (c) for a Ramping Agreement, effective from the time intervals set out in the Order Form.

If the Licensee does not agree with this increase, then they may terminate this License upon 30 days written notice and before such price increase takes effect. If the Licensor does not receive written notice within thirty (30) days, the Licensee is deemed to have agreed to the amendment to the License Fees.

- 9.12 Notwithstanding 9.11 above, the Licence Fees may increase on an annual basis with effect from each anniversary of the date of the Order in line with the percentage increase in the Retail Prices Index ("RPI") in the preceding twelve (12) month period.

10. Data Protection

- 10.1 Both parties will comply with all applicable requirements of the Applicable Data Protection Legislation. This Clause 10 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Applicable Data Protection Legislation.
- 10.2 The parties acknowledge that for the purposes of the Applicable Data Protection Legislation, the Licensor is the Processor and the Licensee is the Controller. Schedule 2 sets out the scope, nature and purpose of processing by the Licensor, the duration of the processing and the types of personal data and categories of data subject.
- 10.3 Without prejudice to the generality of Clause 10.1, the Licensee will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Licensor and/or lawful collection of the Personal Data by the Licensor on behalf of the Licensee for the duration and purposes of this Licence.
- 10.4 Without prejudice to the generality of Clause 10.1, the Licensor shall, in relation to any Personal Data processed in connection with the performance by the Licensee of its obligations under this Licence:
- (a) process that Personal Data only on the written instructions of the Licensee unless the Licensor is required by the Applicable Data Protection Legislation. Where the Licensor is relying on the Applicable Data Protection Legislation

as the basis for processing Personal Data, the Licensor shall promptly notify the Licensee of this before performing the processing required by the Applicable Data Protection Legislation unless such Applicable Data Protection Legislation prohibits the Licensor from so notifying the Licensee;

- (b) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) not transfer any personal data outside of the UK unless the following conditions are fulfilled (and the Licensee hereby consents to transfers on this basis):
 - (i) the Licensee or the Licensor has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies; and
 - (iii) the Licensor complies with its obligations under the Applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred.
- (e) assist the Licensee, at the Licensee's cost in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Applicable Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Licensee without undue delay on becoming aware of a Personal Data Breach;
- (g) at the written direction of the Licensee, delete or return Personal Data and copies thereof to the Licensee on termination of the Licence unless required by the Applicable Data Protection Legislation to store the personal data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this Clause 10 and allow for audits by the Licensee or the Licensee's designated auditor. Such audits shall be on reasonable written notice (at least 4 weeks) and in accordance with Licensor's security requirements and policies. Audits of compliance with data protection obligations are limited to no more than once per year unless the Licensee has genuine reason to believe that the Licensor is in material breach of this Clause 10 or can demonstrate that it requires copies of applicable documentation to comply with the Applicable Data Protection Legislation or the requirements of the applicable regulatory authority. In such case the Licensee shall act reasonably in relation to any audit request, and in a manner which results in the minimum of inconvenience to the Licensor; and
- (i) immediately inform the Licensee if, in the opinion of the Licensor, an instruction infringes the Applicable Data Protection Legislation.

10.5 The Licensee hereby provides its prior, general authorisation for the Licensor to:

- (a) appoint processors to process the Personal Data provided that the Licensor:

- (i) shall ensure that the terms on which it appoints such processors comply with the Applicable Data Protection Legislation, and are consistent with the obligations imposed on the Licensor in this Clause 10;
- (ii) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of Licensor; and
- (iii) shall inform the Licensee of any intended changes concerning the addition or replacement of the sub processors;

transfer Personal Data outside of the UK as required for the Purpose, provided that the Licensor shall ensure that all such transfers are effected in accordance with the Applicable Data Protection Legislation. For these purposes, the Licensee shall promptly comply with any reasonable request of the Licensor, including any request including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or to enter into an international data transfer agreement adopted by the UK Commissioner from time to time (where the UK GDPR applies to the transfer).

11. Support and Maintenance

Licensor offers Support and maintenance for the Apps. You acknowledge that by agreeing to the terms of this License you are also agreeing to the terms of the Support Contract.

12. Audit

- 12.1 Licensee must maintain true and up to date records related to this Licence during the License Term and three (3) years thereafter (**Audit Period**). If an audit, litigation, or other action involving such records is initiated before the end of the Audit Period, Licensee must retain the records until all issues are resolved.
- 12.2 Licensor may, at its expense, audit Licensee's compliance with this License upon thirty (30) Days written notice. Any such audit will be conducted during the Licensee's business hours and will not unreasonably interfere with the Licensee's business activities. Licensee shall ensure to provide all reasonable assistance and information required to enable Licensor to determine whether the Licensee is in compliance with this License.
- 12.3 In the event that the audit reveals that the Licensee has underpaid amounts due under this License, or is not in compliance with this License, the Licensee shall pay such amounts within thirty (30) days from the date of the notice. Licensee shall also reimburse Licensor for all reasonable costs, fees, and expenses associated with such audit which shall be invoiced by the Licensor within a reasonable time after the audit and shall be paid in accordance with Clause 9.

13. General Terms

- 13.1 We may transfer our rights and obligations under these terms to another organisation. You may only transfer your rights or your obligations under this License to another person if we agree in writing.
- 13.2 This License does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this License.



- 13.3 Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining sections will remain in full force and effect.
- 13.4 You agree that the App will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the Export Laws). In addition, if the App is identified as an export controlled item under the Export Laws, you represent and warrant that you are not a citizen of, or located within, an embargoed or otherwise restricted nation (including without limitation Iran, Syria, Sudan, and North Korea) and that you are not otherwise prohibited under the Export Laws from receiving the Software. All rights to use the Software are granted on condition that such rights are forfeited if you fail to comply with the terms of this License.
- 13.5 This License, and any applicable Support Contract constitutes the entire understanding between Licensor and Licensee relating to its subject-matter and supersede all oral or written proposals, and all communications between the parties relating to its subject-matter. Licensor reserves the right to amend any terms of this License at any time. Any amendment will be sent via email and will be effective at 9.00am on the next Business Day after transmission.
- 13.6 Neither party will be liable for any delay in performance or failure to perform its obligations under this License due to any cause or event outside its reasonable control including, acts of God, epidemics or pandemics, civil or military authority, acts of war, accidents, third-party computer or communications failures, natural disasters or catastrophes, strikes or other work stoppages or any other cause beyond the reasonable control of the affected party.
- 13.7 Any notice or other communication given under this License shall be in writing and shall have been properly given by either of us to the other if sent via email to the email address notified to the parties' authorised contact from time to time or by certified or registered mail, return receipt requested, or by overnight courier to the address shown on Licensor's website for Licensor and the address shown in Licensor's records for you, or such other address as the parties may designate by notice given in the manner set forth above.
- 13.8 This License will bind and inure to the benefit of the parties and their respective heirs, personal and legal representatives, affiliates, successors and permitted assigns. The failure of either of party at any time to require performance of any provision hereof shall in no manner affect such party's right at a later time to enforce the same or any other term of this License. This License may be amended only by a document in writing signed by both parties. In the event of a breach or threatened breach of this License by either party, the other shall have all applicable equitable as well as legal remedies.
- 13.9 Each party is duly authorised and empowered to agree to this License. If, for any reason, any provision of this License is held invalid or otherwise unenforceable, such invalidity or unenforceability shall not affect the remainder of this License, and this License shall continue in full force and effect to the fullest extent allowed by law. The parties knowingly and expressly consent to the foregoing terms and conditions.
- 13.10 This Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by the laws of England and Wales. We both irrevocably agree to the exclusive jurisdiction of the courts of England and Wales.

Definitions and Interpretation

In this License, the following expressions shall, except where the context otherwise requires, have the following respective meanings:

Applicable Data Protection Legislation.	<p>a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of Personal Data.</p> <p>b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Licensor or Licensee is subject, which relates to the protection of Personal Data.</p>
Business Day	means a day, other than a Saturday or Sunday, on which banks are generally open for business in London.
Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures	as defined in the Applicable Data Protection Legislation.
Designated User	any user of the Apps named to the Licensor as a user by the Licensee.
EU GDPR	the General Data Protection Regulation ((EU) 2016/679) as it has effect in EU law.
First Year	means 12 months from the date set out in the relevant Order Form for the Licence and the from the date of the start of the Support (if purchased) as set out in the Order Form.
Intellectual Property Rights	means any and all patents, rights to inventions, copyright and related rights, moral rights, trade-marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and Licensor's ownership rights extend to any images, photographs, animations, videos, audio, music, text and "applets" incorporated into the Apps, all accompanying printed materials and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

License Fee	means the fee for the Apps as more fully set out in the Order Form.
License Key	means license keys, codes or files provided by Licensor which allow the Licensee to use the Apps/ Licensed Program subject to the terms and conditions of this Agreement.
License Term	means the First Year which shall automatically renew after the First Year for a further 12 months and every 12 months thereafter (each a "Renewal Term") unless otherwise terminated in accordance with this License.
Order Form	means the order form, statement of work or set up form which sets out the number of licenses, the License Fee, the commencement date of the use of the Apps as well as any other details necessary.
PAYG Subscription	means a subscription to use the applicable Apps on a pay as you go basis, as set out in the Order Form.
PAYG Subscription Term	for a PAYG Subscription each term shall be one calendar month.
Ramping Agreement	means an agreement which allows the Licensee to make incremental purchases and to adjust Designated Users over time. If a ramping agreement is applicable it shall be stated as such in the Order Form.
Reseller	means an authorised reseller of the Licensor.
Support	means the support and maintenance offered by the Licensor as set out in the Order Form.
Territory	as set out in the Order Form.
Trademarks	means those registered trademarks of Licensor.
UK GDPR	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
Updates	means all updates, upgrades, bug fixes, error corrections, enhancements and other modifications to the Apps and backup copies thereof.

Schedule 2: Particulars of Data Processing

Types of personal data:	Name Business Telephone number Business Email address Job Title Business Address
Special categories of personal data:	N/A
Purpose of processing:	To provide the App in accordance with this Licence.
Nature of processing:	Storage processing of Personal Data as is necessary to provide the App in accordance with this Licence.
Duration	For the duration of the Licence between the Licensor and Licensee.
Additional instructions:	As provided by the Licensee in writing from time to time.