

## **End User License Agreement**

### **SAAS Agreement for cloud-based software**

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THE LICENSOR APPOINTS EXPERIENCED PROVIDERS OF SOFTWARE RESALE SERVICES WHO DISTRIBUTE THE SOFTWARE PRODUCT AND ACCESS TO IT TO END USERS ("AUTHORISED RESELLER"). IF YOU HAVE PURCHASED THE SOFTWARE PRODUCT OR ACCESS TO IT AND ANY ASSOCIATED SUPPORT AND MAINTENANCE SERVICES FROM AN AUTHORISED RESELLER, SUCH PRODUCTS AND SERVICES WILL BE PROVIDED DIRECTLY TO YOU BY THE RELEVANT AUTHORISED RESELLER AND ALL PAYMENTS SHALL BE MADE TO THE AUTHORISED RESELLER ON THE AUTHORISED RESELLER'S TERMS AND PRICES.

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ANY DETAILS WITHIN THE QUOTATION ARE INCORRECT THEN YOU SHOULD FOLLOW THE “LICENSE REJECTION PROCEDURES” SET OUT AT PARAGRAPH E BELOW AND IMMEDIATELY CONTACT THE LICENSOR OR THE AUTHORISED RESELLER (AS APPLICABLE).

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IF THE LICENSOR HAS EXPRESSLY AGREED WITH YOU IN WRITING THAT YOUR USE OF THE SOFTWARE PRODUCT IS GOVERNED BY A PRIOR EXECUTED LICENSE AGREEMENT WITH THE LICENSOR, SUCH AGREEMENT SHALL APPLY INSTEAD OF THE FOLLOWING TERMS AND CONDITIONS TO THE EXTENT THAT THEY CONFLICT.

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**LICENSE AGREEMENT**

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2.1 In consideration of You agreeing to abide by the terms of this License Agreement and payment of the applicable License fees either to the Licensor or, if You have purchased the Software Product or access to it from an Authorised Reseller, to the Authorised Reseller (as specified in the Quotation), the Licensor hereby grants to You a personal, non-exclusive, and (unless expressly agreed otherwise by the Licensor in accordance with clause 5.1) non-transferable License to access and use the Software Product as a service and the Documentation on the terms of this License Agreement.

2.2 The License shall be provided in the following form, as shall be set out in the Quotation:

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- (i) Duration – the License shall continue for a period of 12 months (“Initial Period”) from the date of subscription payment according to the Quotation (“the Delivery Date”) and, provided that You have paid all applicable renewal fees, from year to year thereafter unless terminated in accordance with any provision of clause 12 below or any other clause of this License Agreement.
- (ii) Number of active License users per the period of duration – to be agreed in the Quotation.
- (iii) Termination – You must give the Licensor 90 days’ written notice prior to the anniversary of the Delivery Date, such notice not to expire before such anniversary date.

### **3. Demonstration License**

- 3.1 If the Licensor has provided You with access to the Software Product free of charge for evaluation purposes, this clause 3 shall apply to Your access and use of the Software Product.
- 3.2 You may access and use the Software Product for the purposes of its evaluation.
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- 3.4 This License shall continue for a period of 30 days from the Delivery Date (if another period is not specified at the point of providing access), and unless terminated in accordance with any provision of clause 12 below or any other applicable clause of this License Agreement or until such License is converted into an Annual Subscription, if earlier.
- 3.5 As part of the Licensor’s testing and evaluation of the Software Product, You shall share with the Licensor the input and views received and any reports and analysis produced promptly upon receipt of such feedback.
- 3.6 Clauses 4, 5.1(a), 7.1(b), 10.1, 10.2, 12.1(a) of this License Agreement shall not apply to a Demonstration License.

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- 4.1 The access to the Software Product shall be provided via online methods of communication (cloud-based access). The Software Product shall be considered delivered to You from the moment of access provision.

### **5. License Restrictions**

- 5.1 You may not nor permit others to:
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- (a) to ensure that, prior to the use of the Software Product by Your employees or agents, all such parties are notified of this License and the terms of this License Agreement and that any such use as aforesaid is in accordance with the terms of this License Agreement;
- (b) to replace the current version of the Software Product with any updated or upgraded version or new release provided by the Licensor or the Authorised Reseller (if applicable) under the terms of this License Agreement immediately on receipt of such version or release;
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- (d) to effect and maintain adequate security measures to safeguard the Software Product from access or use by any unauthorised person and indemnify the Licensor for losses flowing from your failure to do so.

## **8. Intellectual Property Rights**

- 8.1 You acknowledge that all intellectual property rights in the Software Product and the Documentation throughout the world belong to the Licensor, that rights in the Software Product are licensed (not sold) to You, and that You have no rights in, or to, the Software Product or the Documentation other than the right to use them in accordance with the terms of this License Agreement.
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## **9. Artificial Intelligence (“AI”) Tools**

- 9.1 Parts of the Software may have been developed using AI-assisted tools or services, including tools provided by third parties. Such use does not diminish Licensor’s obligations under this Agreement. Licensor retains all intellectual property rights in the Software, subject to the licenses granted herein, regardless of whether AI-assisted tools were used in its development.
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- 10.1 Subject to the limitations and exclusions of liability below and provided the Software is used in accordance with the Documentation and on an operating system or computer for which it was designed, the Licensor warrants that (a) during the Warranty Period, which makes 90 days from the first access to the Software Product, the Software Product will, when properly used, perform substantially in accordance with the functions described in the Documentation; and (b) that the Documentation correctly describes the operation of the Software Product in all material respects.
- 10.2 If, within the Warranty Period, You notify the Licensor in writing of any defect or fault in the Software Product in consequence of which it fails to perform substantially in accordance with the Documentation, and such defect or fault does not result from You having amended the Software Product or used it in contravention of the terms of this License Agreement, the Licensor will, at its sole option, i) repair or replace the Software Product, provided that You make available all information that may be necessary to assist the Licensor in resolving the defect or fault, including sufficient information to enable the Licensor to recreate the defect or fault, or ii) terminate this License Agreement immediately by notice in writing to You and the Licensor will refund or if the Software Product has been purchased from an Authorised Reseller will procure that the Authorised Reseller shall refund; any of the fees paid as at the date of termination (less a reasonable sum in respect of Your use of the Software Product to the date of termination) on return of the Software Product and all copies thereof. The Licensor's obligation under this clause 10.2 is subject to Your compliance with clause 7.1(b).
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- 10.5 The Licensor shall not be liable under the said warranty above if the Software Product fails to operate in accordance with the said warranty as a result of any modification, variation or addition to the Software Product not performed by the Licensor or caused by any abuse, corruption or incorrect use of the Software Product, including use of the Software Product with equipment or other software which is incompatible.
- 10.6 All other conditions, warranties or other terms which might have effect or be implied or incorporated into this License Agreement or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including, without limitation, the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

## **11. Exclusion of Liability**

- 11.1 Nothing in this License Agreement shall limit or exclude the liability of either party for death or personal

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11.2 Subject to clause 11.1, the Licensor shall have no liability for any losses or damages which may be suffered by You (or any person claiming under or through You), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following:

- (a) loss of income;
- (b) loss of business profits or contracts;
- (c) business interruption;
- (d) loss of the use of money or anticipated savings;
- (e) loss of information;
- (f) loss of opportunity, goodwill or reputation;
- (g) loss of, damage to or corruption of data; or
- (h) any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise;

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11.3 Subject to clause 11.1 and clause 11.2, the Licensor's maximum aggregate liability under or in connection with this License Agreement, or any collateral contract, whether in contract, tort (including negligence) or otherwise, shall be limited to a sum equal to the fees paid by You to the Licensor or the Authorised Reseller (as applicable) for the License of the Software Product.

11.4 Subject to clause 11.1, clause 11.2 and clause 11.3, the Licensor's liability for infringement of third-party intellectual property rights shall be limited to breaches of third-party rights subsisting in the UK and USA.

11.5 This License Agreement sets out the full extent of the Licensor's obligations and liabilities in respect of the supply of the Software and Documentation. In particular, there are no conditions, warranties, representations or other terms, express or implied, that are binding on the Licensor except as specifically stated in this License Agreement. Any condition, warranty, representation or other term concerning the supply of the Software and Documentation which might otherwise be implied into, or incorporated in, this License Agreement, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.

## **12. Term and Termination**

12.1 This License Agreement is effective for the period referred to in clause 2.2 or until otherwise terminated in accordance with this License Agreement. The Licensor may terminate this License Agreement immediately by written notice to You if:

- (a) You fail to pay any renewal or other fees due by You to the Licensor in respect of this License Agreement;
- (b) You fail to comply with any provisions of this License Agreement;
- (c) You commit a material or persistent breach of this License Agreement which You fail to remedy (if remediable) within 14 days after the service on You of written notice requiring You to do so;
- (d) a petition for a bankruptcy order to be made against You has been presented to the court; or
- (e) where You, as the Corporate Licensee, become insolvent or unable to pay its (the company's) debts, enters into liquidation, whether voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), passes a resolution for its winding-up, has a receiver or Administrator manager, trustee, liquidator or similar officer appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt, or becomes unable to pay its debts or ceases to trade.

12.2 In the event of termination in accordance with clause 12.1, You must immediately pay to the Licensor any sums due to the Licensor under the License Agreement and (at the Licensor's sole option) You must stop using any Software Product and/or return, destroy or delete all copies of the Software Product from all storage media in Your control and, in the case of destruction, certify to the Licensor that You have done so.

### **13. Export**

13.1 You will comply with all applicable laws, rules, and regulations governing export of goods and information, including the laws of the countries in which the Software Product was created. In particular, You will not export or re-export, directly or indirectly, separately or as a part of a system, the Software Product or other information relating thereto to any country for which an export License or other approval is required, without first obtaining such License or other approval.

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14.2 This License Agreement, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and submitted to the non-exclusive jurisdiction of the English courts.

14.3 This License Agreement constitutes the complete and exclusive statement of the agreement between the Licensor and You with respect to the subject matter of this License and supersedes all proposals, representations, understandings, and prior agreements, whether oral or written, and all other communications between the parties relating to that subject matter except for those expressly referred to in this License Agreement.

14.4 Any clause in this License Agreement that is found to be invalid or unenforceable shall be deemed deleted and the remainder of this License Agreement shall not be affected by that deletion.

14.5 Failure or neglect by either party to exercise any of its rights or remedies under this License Agreement will not be construed as a waiver of that party's rights nor in any way affect the validity of the whole or part of this License Agreement nor prejudice that party's right to take subsequent action.

14.6 This License Agreement is personal to You, and You may not assign, transfer, sub-contract or otherwise part with this License or any right or obligation under it without the Licensor's prior written consent.