



G-Cloud 14 End User Software Licence Terms and Conditions

Version 1.0
CONFIDENTIAL



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End User Software Licence Terms and Conditions

These End User Software Licence Terms and Conditions are additional to the standard Terms and Conditions as provided by the G-Cloud 14 Framework and together with the Call-Off govern the provision of by the Supplier (or “Licensor”) and use of the Cloud Software and related Cloud Services by the Customer (or “End User”) (as set out in the relevant Call-Off).

Grant of Licence

Subject to the terms of this Agreement, Supplier grants the End User a licence to use the Software as set out in the **Software Schedule** to these End User Licence Terms.

1. Definitions and Structure

This Agreement and these terms apply to and governs the Software licensed by End User as set forth in the Software Schedule. Any capitalized terms not otherwise defined in this Software Agreement shall have the meaning set forth in this section:

Authorised Users means End User’s employees, agents and subcontractors authorised to access and use the Software up to;

Documentation means the Licensor specifications and user guides for the Software as made available by Licensor to End User;

Initial Software Term means the initial term of End User’s Software Subscription, commencing on the Licence Commencement Date and continuing for the period as set out in the Software Schedule;

Intellectual Property Rights means including without limitation, rights in patents, trademarks, service marks, trade names, other trade-identifying symbols and inventions, copyrights, design rights, database rights, rights in know-how, trade secrets and any other intellectual property rights arising anywhere in the world, whether registered or unregistered, and including applications for the grant of any such rights;

Licence Commencement Date means the effective date of the Software Schedule, as set out in the Software Schedule (or where no such date is stated, the date of last signature of the Software Schedule);

Maintenance Release means a release of the Software which provides patches, corrects bugs, errors or faults or otherwise provides updates to the Software which Licensor generally makes available to its End Users but which is not a new product containing new functionalities which from time to time is publicly marketed and released by Licensor and has not been purchased by End User;

Scope means the scope of use limitations for the Software licence as set out in the applicable Software Schedule, such as the limitation on the number of Authorised Users and territory for the Software Subscription;

Software means the Software owned by Licensor (or its affiliates or licensors, as applicable) for which End User has purchased a Software Subscription as set out in the Software Schedule and further described in the Documentation;

Software Fees means the fees payable by End User for the Software Subscriptions as set out in the Software Schedule;

Software Subscription means the license to use the Software and receive related Support Services for the Software Term under and in accordance with this Agreement;

Support Services means the support services provided for the Software in accordance with clause 4 and the Support Service Level package purchased by End User as indicated in the Software Schedule and described in Schedule 1 to this Agreement.

Software Warranty Period means the Software Term.

2. Software Delivery and Installation

2.1 Licensor shall make the Software and related Documentation available to End User by the Licence Commencement Date via the download space designated by Licensor, as notified to End User. Delivery and acceptance of the Software and related Documentation shall occur on the date the Software download access is made available to the End User.

3. Software Licence and conditions

3.1 Subject to End User paying the Software Fees, the restrictions set out in this clause 3 and the Software Schedule and the other terms and conditions of this Agreement, Licensor hereby grants to End User a non-exclusive, non-transferable, non-sublicensable licence to use the Software and the Documentation during the Software Term in accordance with the Scope and this Agreement solely for End User’s internal business operations.

3.2 To the extent that End User has appointed a third Party outsource provider, such outsource provider may access the Software and Documentation only to such extent as is necessary to enable the outsource provider to implement the Software and/or provide certain implementation, hosting and related services, as applicable, for End User provided that End User and each outsource provider enter into a written agreement that includes provisions requiring the outsource provider’s compliance with the terms of the Agreement prior to such access, including without limitation non-disclosure of Licensor Confidential Information and End User shall, upon request, provide written confirmation to Licensor of the existence of such an agreement. Such licence to outsource provider shall automatically terminate upon the earlier of completion of the services from the outsource provider to End User or termination of this Agreement. End User shall be liable for any breaches by the outsource provider of this Agreement. Licensor has no other obligations nor makes any other commitments to the outsource provider under this Agreement.

3.3 **End User may:**

- a. install the Software for End User's business operations only and in accordance with the Documentation and the Scope and limitations of the Software licence set forth in this Agreement and the Software Schedule;
- b. duplicate the Software only to the extent necessary in order to load, display, run, transfer or save the Software simultaneously and limited to number set out in the Software Schedule, as applicable;
- c. make copies of the Software acquired solely for back-up purposes and only to replace the Software copy if such copy is lost, destroyed or becomes unusable. This back-up copy cannot be used for other purposes and must be destroyed when End User loses the right to use the Software or when the Software Term expires or is terminated for any other reason; and

3.4 End User shall not:

- a. take any action which would jeopardise Licensor's rights and title to the Software and Documentation;
 - b. remove or change the labels, instructions or trade mark signs contained in the Software or the Documentation;
 - c. except as expressly permitted by applicable law, disassemble, reverse engineer or decompile the Software or any part, or otherwise derive its source code;
 - d. make the Software or Documentation or any license keys provided to End User accessible to third Parties or to employees other than those who have been appointed by End User to work in connection with the Software, including any outsource provider in accordance with the terms above;
 - e. make changes or modifications to the core functionality or source code of the Software or otherwise create any derivative work of any part of the Software.
 - f. permit the core functionality or the source code of the Software to be combined with, or become incorporated in, any other programs;
 - g. allow the Software to become the subject of any charge, lien or encumbrance;
 - h. use the Software to provide any service related to the Software, to or for the benefit of any third Party, or use the Software, develop software or products which are competitive with any of the Software; and/or
 - i. sell, license, sublicense, distribute, assign or otherwise transfer to a third Party the Software or any copy thereof, in whole or in part, without the express prior written consent of Licensor.
- 3.5 Except as otherwise set out in this Agreement, Licensor expressly reserves all rights to the Software, including without limitation, to publish, duplicate, process, use or exploit the Software.
- 3.6 The Software may contain open source software, freeware or shareware as set out in the Documentation ("**Open Source Software**"), and Licensor does not charge any license fee to End User for its use of such Open Source Software. Certain

licence conditions ("**Open Source Terms**") may apply to the Open Source Software as specified in the Documentation. End User hereby accepts such Open Source Terms and acknowledges that, to the extent required by the relevant Open Source Terms, Licensor excludes any warranties, indemnities and liabilities in respect of End User's use of such Open Source Software. Upon request of End User and where required by the Open Source Terms, Licensor shall provide to End User a copy of the source code of the Open Source Software. To the extent there is a conflict between this Agreement and the Open Source Terms, the terms of the Open Source Terms shall prevail over this Agreement with regard to the Open Source Software only.

4. Support Services

- 4.1 Unless otherwise agreed in the Software Schedule, Licensor shall, during the Software Term and in consideration for the Software Fees, provide the Support Services to End User in accordance with the Support Service level purchased by End User as indicated in the Software Schedule and detailed in Schedule 2 to this Agreement.
- 4.2 The Support Services do not include support for any hardware or associated equipment on which the Software is installed or any related software or applications or other third party software or services.
- 4.3 As part of the Support Services, Licensor will deliver and license to End User Maintenance Releases for the Software when required and in the form Licensor, in its discretion, determines to be appropriate (which may be by way of a local fix or patch of the Software or a temporary by-pass solution). Licensor may also issue Maintenance Releases to fix bugs or resolve issues reported by End Users through the Support Services. End User will install such Maintenance Releases promptly and acknowledges that the support for previous version of the Software shall only continue for the period from the date of the new Maintenance Release as set forth in Schedule 1 or as otherwise notified by Licensor to End User.

5. Software Warranty

- 5.1 Subject to section 5.2 below, Licensor warrants for the Software Warranty Period that the Software will perform materially in accordance with the Documentation when used in accordance with this Agreement and such Documentation.
- 5.2 Licensor does not warrant:
 - a. the performance of the Software outside the scope of the Documentation, unless it has been expressly agreed in writing between End User and Licensor;
 - b. Software related problems caused by accident, fire, power changes, other hazards, or acts of God or other events outside of Licensor's reasonable control;
 - c. any third-Party software, hardware and/or services; or use of the Software with any third party software, hardware or services if such third Party software, hardware or services cause the problem(s) reported by End User;

- d. that the use of the Software will be uninterrupted or error-free;
 - e. Software related problems caused by misuse, improper testing, unauthorised attempts to repair, modifications or customisations to the Software by End User, System Integrators or any other third Parties or any other cause beyond the range of the intended use of the Software as set out in the Documentation;
 - f. that the Software will achieve End User's intended results or that the Software has been developed to meet the individual requirements of End User.
- 5.3 Should a warranty breach occur during the Software Warranty Period and End User notifies Licensor within the Software Warranty Period and provides all the information that may be necessary to assist Licensor in resolving the defect or fault (including a documented example of any defect or fault, or sufficient information to enable Licensor to re-create the defect or fault), Licensor will, at its sole option and expense either repair or replace the Software or parts therein; or if Licensor cannot reasonably repair or replace the Software or parts therein, then Licensor will at its option refund the purchase price paid for the Software or parts therein and terminate End User's right and licence to use the Software or parts therein for the Software for which End User has received the refund. Where Licensor resolves any defects or provides a refund as set out in this provision, Supplier shall have no further warranty or liability in respect of such defect or fault.
- 5.4 Maintenance Releases shall be warranted for a period of three (3) months from the date of the release; provided that only the part of the Software for which the Maintenance Release was required will have a new warranty commencement date. The original Software Warranty Period and commencement date (as set out in clause 5.1) shall continue to apply to the remainder of the Software for which a Maintenance Release was not provided.
- 5.5 The Software is not intended to dictate End Users actions required for compliance with applicable legal or regulatory matters, but as a computer platform to enable End User to automate, improve or assist with certain of the End Users business activities. End User understands and acknowledges and agrees that it is solely the End Users responsibility to ensure that any requirements imposed on it under applicable law and regulation are accurately implemented.
- 5.6 To the maximum extent permitted by applicable law, the warranties and remedies provided in this clause 5 are exclusive and in lieu of all other warranties, terms and conditions, express, implied or statutory, including warranties, terms and conditions of merchantability, accuracy, correspondence with description, fitness for a purpose, satisfactory quality and non-infringement, all of which are, to the maximum extent permitted by applicable law, excluded by Licensor and its licensors or Affiliates.
- 6. End User Obligations**
- 6.1 End User shall:
- a. Comply with all applicable laws and regulations;
 - b. keep all copies of the Software secure and comply with the obligations and licence restrictions set forth in clause 3 of this Agreement and the applicable Software Schedule;
 - c. be responsible and liable for the access to and use of the Software and/or Support Services by its Authorised Users' and any other persons it gives access to the Software and Support Services and any breach of the Agreement by such persons; and
 - d. be responsible for backing-up its data to ensure recovery of its data.
- 6.2 End User shall keep complete and accurate records (including without limitation complete copy of the log files for the Software, where applicable) to permit accurate assessment of End User's compliance with its permitted Scope of use as set out in this Agreement and the applicable Software Schedule. Licensor may include in its Software functionality which periodically monitors and reports to Licensor the Scope and use of the Software. To the extent such functionality is not available, End User shall permit Licensor to perform an audit of End User's use of the Software and Documentation. Licensor will endeavour to comply with the reasonable security requirements of End User during such audit and upon written request may provide End User with a copy of its audit report.
- 7. Software Fees**
- 7.1 The Software Fees payable by End User are set out in the Software Schedule. Licensor will invoice End User for such Software Fees in accordance with the invoice schedule set out in the Software Schedule , or if no schedule is set out in the Software Schedule , the first annual Software Fees will be invoiced on or after the Licence Commencement Date and each annual Software Fees thereafter, on or after each anniversary of the Licence Commencement Date for the duration of the Software Term.
- 7.2 All undisputed invoices shall be payable by End User within thirty (30) days of the date of invoice. All invoices shall be paid in the currency specified in the Software Schedule in full and without deduction.
- 7.3 All pricing, Software Fees and any other fees payable under this Agreement are in each case exclusive of any applicable Taxes which shall be paid by End User in addition at the relevant statutory rate.
- 7.4 Without prejudice to any other rights or remedies of Licensor, if Licensor has not received payment within 30 days after the due date(s), and without prejudice to any other rights and remedies of Licensor, Licensor may, after 10 days written notice to End User, suspend End User's licence to use the Software until such payment is received by Licensor.
- 7.5 Licensor shall be entitled to change the Software Fees upon 60 days' notice to End User prior to the expiry of the Initial Software Term or then current Renewal Period, as applicable. Price increases shall not occur during a pre-paid period of the Software Term.
- 7.6 In the event End User exceeds or requests to exceed the Scope of use set out in the applicable Software Schedule , it shall, unless a different process is agreed by the Parties in the original Software Schedule , promptly execute an amendment to the Software Schedule with Licensor and pay the applicable additional fees in accordance with such

amended Software Schedule for such excess/additional usage.

8. Intellectual Property

- 8.1 The End User acknowledges and agrees that notwithstanding clause 1.4 of an Order Form or Clause 8.3 of the Framework Agreement, in cases of any ambiguity or conflict, the terms and conditions of these Intellectual Property amendments will take precedence over the Framework Agreement.
- 8.2 The Software is licensed to the End User not sold. All intellectual property rights in and to the Software, Documentation, Support Services and any software, materials and documents developed under the Agreement, and any updates thereto ("**Licensor IP**") will at all times remain vested in and be the exclusive property of Licensor and its affiliates or its licensors, as applicable, and End User shall not acquire in any way any title, rights or ownership or Intellectual Property Rights in such Licensor IP.
- 8.3 The End User shall not have the right to publish any IPR in the Quantexa Contextual Decision Intelligence (CDI) platform or any IPR in the Quantexa software products provided as part of this Agreement as open source.
- 8.4 Clauses 11.2, 11.3 and 15.1 of the Call-Off Contract terms shall not apply to Quantexa Contextual Decision Intelligence (CDI) platform or any IPR in the Quantexa software products provided as part of this Agreement. Instead, all Intellectual Property Rights in and to Quantexa Contextual Decision Intelligence (CDI) platform, the Cloud Software or Quantexa software products provided as part of this Agreement will at all times remain vested in and be the exclusive property of Licensor and its Affiliates or its licensors, as applicable, and End Customer shall not acquire in any way any title, rights or ownership or Intellectual Property Rights in such Supplier IP.
- 8.5 The Cloud Software is licensed solely for the Software Term and no perpetual licence is granted to such software.
- 8.6 Nothing in the Agreement shall be construed so as to prevent Licensor from using techniques, ideas and other know-how (including feedback from End User) gained during the performance of the Agreement in the furtherance of its own business.
- 8.7 End User permits Licensor to use its name and logo for purposes of including and displaying End User's name and logo on the Licensor website as a End User of Licensor.
- 8.8 **Indemnity:** Subject to the conditions below, Licensor shall defend, indemnify and hold End User harmless against any third party claim that the use of the Software in accordance with the terms of this Agreement infringes the intellectual property rights of a third Party. In the event of any claim pursuant to this indemnity, End User shall use reasonable endeavours to mitigate any loss, give Licensor prompt written notice of the claim, not make any admissions or settlements in respect of such claim, cooperate fully with Licensor in its defence, and give Licensor sole authority to control the case and any related settlement negotiations. Licensor will not be responsible for any settlement made without Licensor's written consent, nor liable for any indemnity in such circumstances. Licensor's obligations under this Clause do not apply if a claim is based on the use of superseded or altered version of the Software if such infringement would have been avoided by use of the latest unaltered version of the

Software made available to End User at no charge. If a third-party infringement claim is substantiated Licensor shall, in its sole reasonable election and expense, either:

- a. procure End User's right to continue to use the Software in accordance with this Agreement;
- b. replace or modify the Software to make it non-infringing; or
- c. if (a) and (b) are not reasonably feasible, terminate this Agreement with respect to the infringing Software and refund to End User any Licence Fees then paid in advance. Other than as provided in this Clause, End User shall have no other remedy against Supplier arising from a claim of actual or alleged infringement of intellectual property rights in the Software.

This indemnity shall not apply to the extent that any claim arises from any combination of the Software with any other software not supplied or authorised by Licensor or any modification to the Software by you if such claim would not have arisen but for said combination or modification.

9. Software Term and Termination

- 9.1 This Agreement shall commence on the Licence Commencement Date and continue in effect for the duration of the Software Term.
- 9.2 Unless terminated earlier in accordance with this clause 9, the Software Subscription shall commence on the Licence Commencement Date and shall continue for the Initial Software Term. Thereafter the Software Subscription will renew for additional periods of 12 months (or such other renewal period as may be agreed in the Software Schedule) ("**Renewal Period**") unless either Party provides notice of termination at least 30 days prior to the end of the then current Initial Software Term or Renewal Period (the Initial Software Term together with any Renewal Period constitutes the "**Software Term**").
- 9.3 Without affecting any other right or remedy available to it, either Party may immediately terminate this Agreement at any time upon written notice to the other Party, if:
 - 9.3.1 the other Party commits a material breach of this Agreement and such breach is not remediable or is not remedied within thirty days of written notice requiring that Party to do so;
 - 9.3.2 a voluntary arrangement approved, or an administration order is made, or receiver or administrative receiver is appointed over any of the other Party's assets or undertaking or resolution or petition to wind up the other Party is passed or presented (other than for the purposes of amalgamation or reconstruction) or if any circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding up petition or make a winding up order or the other takes or suffers any action similar to any of the above in any jurisdiction
- 9.4 On termination of the Agreement for any reason:
 - 9.4.1 End User will immediately pay all outstanding Software Fees due or to become due to Licensor under this Agreement including, in the case of termination by Licensor for cause or by End User for convenience in accordance with this agreement,

the Software Fees covering the remainder of then current Initial Software Term or Renewal Period, as applicable, after the date of termination;

9.4.2 all rights and licences granted to End User under the Agreement shall automatically terminate and End User shall immediately cease use of the Software and Support Services and remove all copies of the Software from its systems;

9.4.3 each Party will promptly return or, at the other Party's option, destroy any materials (including any Documentation) relating to this Agreement and any Confidential Information of the other Party together with all copies thereof;

9.4.4 each Party will promptly delete all electronic copies of the other Party's Confidential Information and the Software relating to this Agreement; and

9.4.5 the accrued rights and liabilities of the Parties under this Agreement will not be affected.

10. General

10.1 **Waiver.** A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and to the circumstances for which it is given. Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

10.2 **Invalid provisions.** If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

10.3 **Third Party Rights.** The Parties hereby acknowledge and agree that the Software is a proprietary asset of Quantexa Limited, a company incorporated in England and Wales with company number 10045407, whose registered office is situated at Hill House, 1 Little New Street, London EC4A 3TR and that Quantexa shall have a right to directly enforce the terms of this Agreement against the End User. Except for the right granted to Quantexa limited as set out herein, a person who is not a Party to this Agreement has no rights to enforce, or to enjoy the benefit of, any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from the Act or that is expressly provided for under this Agreement.

10.4 **Assignment.** The End User may not assign or otherwise transfer this Agreement or any of the End User rights or obligations or purport to do any such acts under them to any third Party without Licensor's prior written consent. Licensor shall have the right, upon written notice to the End User, to assign this Agreement to any of its Affiliates, or to an entity resulting from a merger, acquisition or other business reorganisation of Licensor's business. In addition, Licensor shall have the right to sub-contract any of its obligations hereunder to a third Party, provided that it shall continue to remain responsible for the performance of Licensor Services provided hereunder. Any attempted assignment or other transfer in violation of this provision shall be null and void.

10.5 **Compliance with Sanctions.** The End User or any of the End User Group are not to the knowledge of the

End User the subject of any government or trade sanctions (collectively, "Sanctions"). The End User shall not deploy or utilise the Software in a country or territory that is the subject or target of Sanctions, including, without limitation, Cuba, Iran, North Korea, Sudan, Syria and Crimea

10.6 **No Resellership or agency.** The Parties are independent business and not principal and agent, Reseller, or employer and employee. Nothing in this Agreement is intended to or shall operate to create a Resellership between the Parties, or authorise either Party to act as agent for the other, and neither Party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

Schedule 1

Software Licence

Licensed Software:	
Tiering:	
License Use Type:	
Licence Commencement Date:	
Software Term:	
Licence Fee & Payments:	
Licence/Business Purpose:	
Users:	
Instances:	
Environments:	
Territory:	
Line of business:	
Volume of Sources:	
Other Licence Parameters:	
Support Service Level:	



Schedule 2 -Support Service Levels

Quantexa Software Support

Supplier shall, during the Software Term and in consideration for the Licence Fees, provide the Software Support for the Licensed Software to the Customer in accordance with the Support Service level as detailed below. The Software Support does not include support for any hardware or associated equipment on which the Software is installed or any related software or applications or other third party software or services.

As part of the Software Support, Supplier will deliver and license to the Customer Maintenance Releases for the Software when required and in the form Supplier, in its discretion, determines to be appropriate (which may be by way of a local fix or patch of the Software or a temporary by-pass solution). Supplier may also issue Maintenance Releases to fix bugs or resolve issues reported by customers through the Software Support.

In this Schedule the following additional definitions shall apply:

Maintenance Releases: a release of the Software which provides patches, corrects bugs, errors or faults or otherwise provides updates to the Software which Supplier generally makes available to its customers but which is not a new product containing new functionalities which from time to time is publicly marketed and released by Supplier and has not been purchased by Customer

Quantexa Support Service Level packages

Support package

Support Business Hours

- 24-hour support coverage via our hotline, support portal or email
- 24x7 access to our support forums

Support levels

Severity Level	First Level (Response)	Second Level (Fix or Workaround)	Final Level (Official Fix)
Severity 1	3 business hours	Continuous effort until relief provided	Next minor release
Severity 2	4 business hours	3 days	Next minor release
Severity 3	Next Business day	15 days	Next major release
Severity 4	3 days	N/A	Mutual agreement

Definitions

Severity 1: A problem that severely impacts your use of Quantexa in a production environment (i.e. loss of production data or a production system is not functioning), where the situation halts all your business operations and no workaround exists.



Severity 2: A problem where Quantexa is functioning but your use in a production environment is severely reduced (i.e. a job-failure of a business-critical job), where the situation is causing a high impact to your business operations and no workaround exists.

Severity 3: A problem that involves partial, non-critical loss of use of the software in a production environment or development environment. For production environments, there is a medium-to-low impact on your business, but your business continues to function, including by using a workaround. For development environments, your usage of Quantexa is severely reduced.

Severity 4: A general usage question, reporting of a documentation error, or recommendation for a future product enhancement or modification. For production environments, there is low-to-no impact on your business or the performance or functionality of your system. For development environments, there is a medium-to-low impact on your business, but your business continues to function, including by using a workaround.

First Level (response): Acknowledgement of an issue and the remedy, if available.

Second Level (Fix or work around): Patch or workaround, update or major release, including applicable documentation.

Final Level (Official fix): updated or major release, including applicable documentation.

Support For Previous Versions: Quantexa support and provision of Maintenance Releases for previous versions of the platform shall continue for a period of 18 months from the release date of the initial major release. However, if the underlying software, such as Elasticsearch or Apache Spark, that The Quantexa Platform depends on is out of support sooner, support shall terminate.



A series of thin, light blue wavy lines that sweep across the middle of the page, creating a sense of motion and depth.

quantexa