

Document Summary

Document Name	Firearms License Manager EULA
Location	TBA
Objective	<i>The end user license agreement to purchase Infomentum Firearms License Manager</i>
Services Covered	External Client Engagement
Groups involved	Sales, Operations

Change History

Version	Change Date	Changed By	Change Summary
1.0	11/09/2025	Vikram Setia	Created
1.1	08/10/2025	Caroline Hooper	Additional clauses agreed to be added, clause 9, 12, 13, 14 and 16
1.2	15/10/2015	Dan Shepherd	Merged and updated section 11 and 12 and revisions to other sections.

Document approvers

Company	Person	Date reviewed
Infomentum		03 12 2020
Infomentum		03 02 2021

End User License Agreement (EULA)

1. Parties

This End User License Agreement (“Agreement”) is entered into between Infomentum Limited, registered at 68 King William St, London EC4N 7HR, United Kingdom (“Licensor”), and the business entity (“Licensee”) that purchases a license to use the Firearms License Manager product (“Software”).

2. License Grant

Licensor grants Licensee a non-exclusive, non-transferable, revocable license to access and use the Software solely for internal business purposes. The Software is deployed within the Licensee’s Salesforce environment and operates subject to the Licensee’s Salesforce subscription terms.

3. License Restrictions

Licensee shall not:

- sublicense, transfer, assign, resell, or otherwise make the Software available to third parties;
- reverse engineer, decompile, or attempt to derive the source code of the Software;
- use the Software in any unlawful manner, including any violation of applicable laws and regulations relating to firearms licensing, data protection, or public safety.

4. Term, Fees, and Renewal

The license is issued on an annual basis. Fees may be payable on a monthly schedule as agreed in the order form. The license auto-renews annually unless Licensee provides written notice of termination at least 60 days before the end of the current term. Failure to pay fees entitles Licensor to suspend Licensee’s access until payment is made.

5. Updates and Enhancements

Licensor will provide from time to time updates, bug fixes, and enhancements at no additional cost, as part of the subscription.

6. Support and Maintenance

Licensor shall provide technical support with the following Service Level Commitments (SLA):

P1 Critical: Response within 1 hour; Resolution within 4 hours.

P2 High: Response within 4 business hours; Resolution within 2 business days.

P3 Normal: Response within 1 business day; Resolution within 5 business days.

P4 Low: Response within 2 business days; Resolution within 10 business days unless agreed otherwise.

For the purposes of this clause, “business hours” means between 08:00 to 18:00 (UK time) Monday to Friday, excluding public holidays in England and Wales.

All response and resolution times refer to elapsed time during business hours.

7. Ownership and Intellectual Property

The Software and all associated intellectual property rights remain the sole property of Licensor. Licensee obtains no rights other than those expressly granted in this Agreement.

8. Data and Privacy

The Software operates on the Salesforce platform. The Licensee is the Controller for all personal data, including law-enforcement and firearms-licensing information, processed through the Software. The Licensor acts as a Processor for the purposes of the UK Data Protection Act 2018, Part 3 (Law Enforcement Processing), and shall process such data only on the documented instructions of the Licensee.

The Licensee remains responsible for determining the purposes of processing, access controls, and retention policies within its Salesforce environment.

The Licensor shall implement appropriate technical and organisational measures, including access controls, encryption, logging, and audit-trail retention sufficient to demonstrate compliance with Part 3 of the Act.

The Licensor shall notify the Licensee without undue delay, and within 48 hours where feasible, upon becoming aware of any personal-data breach.

Licensor's privacy policy is available at <https://www.infomentum.com/infomentum-privacy-policy>

9. Platform Dependency and Data Responsibility

The Software operates exclusively within the Licensee's Salesforce environment. The Licensee acknowledges that Licensor is not responsible for any unavailability, data loss, security breach, or performance degradation resulting from Salesforce outages, maintenance, or platform limitations.

The Licensor shall take reasonable steps to verify that Salesforce maintains certification and compliance consistent with the Police Digital Service (PDS) Cloud Security Principles or equivalent Home Office guidance, but does not control Salesforce's infrastructure.

The Licensor shall provide reasonable assistance to the Licensee in diagnosing and escalating platform-related issues with Salesforce.

10. Warranties and Disclaimer

Licensor warrants that the Software, when implemented in accordance with its documentation, will perform materially as described and that all related services will be provided with reasonable skill and care.

Except as expressly stated in this Agreement, the Software is provided on an “as-is” and “as-available” basis, and the Licensor disclaims all other warranties, conditions, or representations (whether express, implied, or statutory), including any implied warranties of merchantability or fitness for a particular purpose.

11. Liability & Indemnity

11.1. Exclusion of Indirect and Consequential Losses

Except as expressly provided in this Agreement, neither party shall be liable to the other for any indirect, consequential, incidental, special, or exemplary loss or damage, including but not limited to loss of profits, revenue, business, anticipated savings, or reputational harm, even if advised of the possibility of such losses.

11.2. Aggregate Liability Cap

Subject to clause 3 (Exceptions), each party’s total aggregate liability under or in connection with this Agreement (whether in contract, tort including negligence, breach of statutory duty, or otherwise) shall not exceed the **greater of**:

a. the total Fees paid or payable by the Licensee to the Licensor under this Agreement during the **24-month period immediately preceding** the event giving rise to the claim;

or

b. **£250,000**

If the Agreement terminates before 24 months, the cap shall be based on the total Fees actually paid or payable during the shorter period.

11.3. Exceptions to the Cap

The limitation in clause 11.2 shall not apply to liability arising from:

- a. death or personal injury caused by a party’s negligence;
- b. fraud, wilful misconduct, or gross negligence;
- c. breach of confidentiality or of data protection obligations under the UK Data Protection Act 2018 (including Part 3) or any applicable law;
- d. infringement or alleged infringement of third-party intellectual property rights by the Licensor’s software;
- e. any indemnity obligations under this Agreement; or
- f. any liability that cannot legally be limited or excluded under applicable law.
- g. failure to take reasonable steps to prevent prolonged service outages that materially impact the Licensee’s statutory licensing functions.

11.4. Data Security and Platform Responsibility

The Licensee acknowledges that the Product operates within the **Salesforce platform**, and that Salesforce controls the hosting environment, infrastructure, and core data-handling mechanisms.

The Licensors shall implement and maintain **reasonable and appropriate technical and organisational security measures** that are consistent with **industry standards**.

The Licensors shall not be liable for any security incidents, data loss, or breaches arising from:

- a. failures or vulnerabilities in the Salesforce infrastructure or services;
- b. misconfiguration or misuse of the Licensee's Salesforce environment; or
- c. third-party applications or integrations implemented or controlled by the Licensee.

11.5. Insurance

The Licensors represent and warrant that it maintains, and will maintain throughout the term of this Agreement, adequate **insurance coverage** to meet its potential liabilities under this Agreement. Evidence of such insurance shall be provided to the Licensee upon reasonable request.

11.6. Licensee Indemnity

The Licensee shall indemnify, defend, and hold harmless the Licensors and its Affiliates, and their respective officers, employees, and agents, from and against any and all claims, demands, damages, losses, liabilities, fines, penalties, costs, and expenses (including reasonable legal fees) arising from or in connection with:

- a. the Licensee's use of the Software in violation of applicable law, regulation, or this Agreement;
- b. any data, content, or configuration inputted, uploaded, or otherwise provided by the Licensee or its users; or
- c. any breach of this Agreement by the Licensee.

The Licensors shall promptly notify the Licensee of any such claim and provide reasonable cooperation in the defence, at the Licensee's cost.

11.7. Licensors Indemnity

The Licensors shall indemnify, defend, and hold harmless the Licensee, its officers, employees, and agents from and against all third-party claims, demands, damages, losses, and reasonable costs (including legal expenses) arising directly from:

- a. any claim that the Software infringes a third party's intellectual property rights;
- b. any breach by the Licensors of its data-protection or confidentiality obligations under this Agreement; or
- c. any wilful misconduct or gross negligence of the Licensors.

This indemnity shall be subject to the liability cap set out in Clause 11.2, **except** where the claim falls within one of the exceptions in Clause 11.3.

11.8. Claim Management

Each party shall promptly notify the other in writing of any claim subject to indemnification under this Agreement and shall provide reasonable cooperation. The indemnifying party shall have primary control over the defence and settlement of such claim, provided that no settlement requiring payment or admission of liability by the indemnified party shall be made without its prior written consent (not to be unreasonably withheld).

11.9. Fair and Reasonable Allocation of Risk

Each party acknowledges that the limitations and exclusions of liability and the mutual indemnities set out in this Agreement are **reasonable, proportionate, and reflect the commercial allocation of risk** between the parties, taking into account:

- the nature of the Product and its operation within Salesforce;
- the annual Fees and total potential contract value;
- the availability of insurance cover; and
- the public-sector context.

12. Audit Rights

Each party shall allow the other (or its appointed auditors) to conduct audits of compliance with this Agreement, including data protection and security measures, once per year on reasonable notice. Audits shall be conducted during business hours, in a manner that minimises disruption, and subject to confidentiality and security restrictions.

Audits shall not include access to proprietary source code or commercially sensitive information unrelated to compliance with this Agreement.

13. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations under this Agreement (excluding payment obligations) due to events beyond its reasonable control, including acts of God, natural disasters, war, terrorism, labour disputes, power failures, or internet outages. The affected party shall notify the other as soon as reasonably practicable and use commercially reasonable efforts to resume performance.

14. Termination

Either party may terminate this Agreement upon material breach by the other, provided that breach is not remedied within 30 days of written notice. Licensee may terminate for convenience only at the end of a license term with 60 days' prior notice. Upon termination, Licensee must cease all use of the Software.

Upon termination or expiry, the Licensor shall, within 30 days and at the Licensee's option, securely return or delete all data processed under this Agreement, except where retention is required by law-enforcement evidential standards or audit obligations.

Where data is retained for evidential purposes, the Licensor shall restrict access to authorised personnel only and delete such data promptly once the retention obligation ceases.

The Licensor shall cooperate to ensure a smooth transition to an alternative system to avoid interruption of statutory licensing functions.

15. Compliance with Laws

Licensee is solely responsible for ensuring that its use of the Software complies with all applicable laws and regulations relating to firearms licensing, data protection, and public safety. Licensor makes no representation that the Software satisfies any statutory or regulatory record-keeping requirements, and Licensee remains solely responsible for determining the suitability of the Software for its intended use.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction over any disputes arising under this Agreement.

17. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the Software and supersedes all prior or contemporaneous agreements, negotiations, or understandings.