



This EULA is made and entered into between Clue Computing Company Limited of Clue House, Petherton Road, Hengrove, Bristol, BS14 9BZ ("Licensor") and the licensee accessing and using the Software and Services ("Licensee").

For the purposes of G Cloud 15, it sets out the **Supplier Licence Terms** (clauses 2 -5), **Supplier Acceptable Use Policy** (2.7 to 2.10, 13), **Supplier Data Processing Agreement** (clause 11) and clauses relating to the **Supplier Specific Shared Responsibility Model** (2.11, 13).

This EULA is subject to the terms and the order of precedence as set out in G Cloud 15 (the "Main Agreement").

The Licensor is the owner/licensee of the Software and Documentation (as defined below) and has agreed to license the Software and related Documentation to the Licensee, subject to the terms of the Main Agreement and this EULA.

1. Definitions

- 1.1. "Authorized User" means the Licensee's employees, officers, contractors, consultants or representatives, to whom it provides authorised access to and use of the Software and Services, together with those of any third party acting on the Licensee's behalf and whose access is agreed in writing between the parties.
- 1.2. "Business Hours" means Monday to Friday between 08.00 and 17:30 (GMT/BST), excluding public holidays in England.
- 1.3. "Data Protection Laws" means the UK GDPR (and any legislation implemented in connection with the UK GDPR), the General Data Protection Regulation (EU) 2016/679 ("GDPR") as applicable, the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and any replacement legislation coming into effect from time to time and any other applicable laws relating to the processing of personal data.
- 1.4. "Documentation" means all or any portion of those visually or machine-readable materials provided by us for use in connection with the Software and Services, including without limitation, all revisions, which describe the features, functions, delivery method and use of the Software and Services, including all training, release notes and know-how materials.
- 1.5. "Feedback" means any feedback, suggestions or service/feature requests made by the Licensee concerning the Software and Services.
- 1.6. "Hosting Terms" means the applicable terms governing the hosting environment on which the Software is maintained by the Licensor, accessible.
at: <https://www.microsoft.com/licensing/docs/customeragreement>.
- 1.7. "Incident" means non-compliant behaviour of the Software;
- 1.8. "Insolvency Event" – if a party:
 - 1.8.1. makes any voluntary arrangement with its creditors or becomes bankrupt or enters administration or goes into liquidation (otherwise than for the purposes of solvent amalgamation or reconstruction); or
 - 1.8.2. has a security holder take possession, or a receiver or administrative receiver appointed, over all or any material part of its property or assets; or
 - 1.8.3. has anything analogous to any of the foregoing occur under the law of any jurisdiction; or ceases to carry on business.



- 1.9. “Intellectual Property Rights” means patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, moral rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (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.
- 1.10. “Licensee Data” means all data (including personal data) that is inputted by the Licensee or its Authorised Users into the Software and Services or which is derived from such data (including any copies).
- 1.11. “Maintenance and Support Services” means the Licensor’s standard maintenance and support services, as described in clause 5.
- 1.12. “Main Agreement” means the G Cloud 15 agreement between the Licensee and the Licensor for the provision of the Software and Services, and any variations to it.
- 1.13. “Professional Services” means any professional services provided under the Main Agreement.
- 1.14. “SaaS Services” means cloud deployed Software subscription and related services.
- 1.15. “Services” means the Maintenance and Support Services, SaaS Services and the Professional Services, as applicable.
- 1.16. “Software” means the computer programs, products and software provided under the Main Agreement and all Feedback (excluding Third Party Apps), as modified or replaced by the Licensor from time to time.
- 1.17. “Statement of Work” means a document agreed by the parties and which sets out details of the Services that we are to provide to you.
- 1.18. “Term” means the period during which the Software and Services are agreed to be provided under the Main Agreement, until its expiry or earlier termination.
- 1.19. “Third Party Apps End User Licence Agreements” means the terms governing the use of Third Party Apps (as applicable) and data processing, accessible at:
<https://www.cluesoftware.com/thirdpartyeulas>
- 1.20. “Third Party Apps” means third party applications.
- 1.21. “UK GDPR” means the GDPR as it forms part of the laws of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.
- 1.22. “Usage Data” means autogenerated, anonymised machine or system data on the performance, operation, utilisation or availability of the Software and/or Services.
- 1.23. Unless the context otherwise requires:
- 1.23.1. words in the singular shall include the plural and in the plural shall include the singular;
 - 1.23.2. a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and any subordinate provision made under that legislation;
 - 1.23.3. a reference to one gender shall include a reference to the other genders;



- 1.23.4.references to including, include, in particular, for example or any similar expression shall be construed as illustrative and as being by way of example and shall not limit the meaning of any preceding words;
- 1.23.5.clause headings shall not affect the interpretation of this EULA;
- 1.23.6.an obligation not to do something includes an obligation not to agree or allow it to be done;
- 1.23.7.reference to “writing” and “written” includes email.

1.24.In the case of conflict or inconsistency between any provision contained in this EULA and any provision contained in the Main Agreement, unless otherwise agreed by the Licensee and the Licensor in writing, the provision in the Main Agreement shall take precedence.

2. Access to the software and services

- 2.1.Subject to the Licensee entering into and complying with the terms of the Main Agreement and in consideration of the sum of £1 (receipt of which is hereby acknowledged), the Licensor hereby grants the Licensee (and permits the Licensee to grants to its Authorised Users) a non-exclusive, non-transferable, non-sub-licensable and royalty-free right to access and use the Software, Services and Documentation for the Licensee’s internal business purposes, in accordance with the Main Agreement, until the expiry of the Term or any earlier termination under the Main Agreement.
- 2.2.The Licensee shall be responsible for its Authorised Users’ use of the Software, Services and Documentation and agrees to ensure that all Authorised Users act in accordance with this EULA. The Licensee shall be liable in respect of any breach of the terms of this EULA by any Authorised User.
- 2.3.The Licensee agrees that the number of Authorised Users will not exceed the number of and type of licences purchased by the Licensee from time to time. The Licensor may inspect and audit the Licensee’s use of the Software and Services to verify the number of Authorised Users and the Licensee’s compliance with this EULA. The same access credentials shall not be used by more than one individual, but individuals who are Authorised Users may be replaced by other individuals using their own access credentials, provided that the individual user being replaced is no longer accessing the Software.
- 2.4.The Licensor shall use reasonable endeavours to perform its obligations as set out in this EULA in a timely manner, however any specified date for performance shall be an estimate only.
- 2.5.Where the Licensor is responsible for the hosting of the Software, the Licensee agrees that the provision of the Software and related Services is subject to the Hosting Terms, and the Licensee shall not do or omit to do anything which may constitute a breach or default of the Hosting Terms. Without limiting the foregoing, the Licensor’s obligations to the Licensee in relation to Microsoft’s hosting services shall not exceed Microsoft’s obligations to the Licensor as set out in the Hosting Terms.
- 2.6.To the extent that any third party software is provided for use by the Licensee (as notified by the Licensor to the Licensee, whether in an order or otherwise), the Licensee agrees that the provision of such software is subject to the Third Party Software End User Licence Agreements and the Licensee shall not do or omit to do anything which may constitute a breach or default of such terms.
- 2.7.The Licensee agrees that it shall not, and shall not permit any Authorised User or third party to:
 - 2.7.1.sub-license (unless otherwise agreed by the Licensor in writing), rent, lease, lend, or sell the Software and related Services;
 - 2.7.2.translate, modify, adapt or create derivative works of the Software;
 - 2.7.3.reverse-engineer, decompile, disassemble (except to the extent such rights cannot be validly waived by law) the Software or otherwise attempt to derive the source code of the Software;



2.7.4.misappropriate, mis-use or infringe the Licensor's Intellectual Property Rights and/or use its access to the Software and related Services in order to develop or build a product or services which compete with the Software;

2.7.5.use, reproduce, distribute or transfer (with or without consideration) the Software except as provided in this EULA;

2.7.6.upload any data that includes harmful code that the Licensee knows or ought reasonably to know would cause the Licensor to be in breach of the Hosting Terms.

2.8.The Licensee will ensure that it and its Authorised Users employ industry standard anti-virus and information security methods in order to prevent viruses, Trojan horses, spyware or other malware from entering the SaaS Services and/or Software.

2.9.The Licensee will ensure that it and its Authorised Users do not circumvent any security measures put in place for the Services.

2.10.The Licensee shall take appropriate technical and organisational measures to protect Licensee Data when extracted or downloaded from the SaaS Services and/or Software onto the Licensee or its Authorised User's hardware devices and software infrastructure.

2.11.The security, integrity and confidentiality of Licensee Data is at the Licensee's sole risk when outside of the Licensor's control due to the Licensee's (or its Authorised Users) acts or omissions. Without limiting the foregoing this includes where the Licensee (or its Authorised Users) downloads Licensee Data to its local device, or it discloses or transmits Licensee Data to a third party.

2.12.The Licensor may monitor the Licensee (and its Authorised User's) use of the Services and Software, in order to facilitate the operation of the Services and/or to verify compliance with this EULA. The Licensor may retain, compile and aggregate Licensee Data for its own internal use only, which shall not contain Licensee personal data or Confidential Information.

3. Availability

3.1.Where the Licensor is responsible for hosting the Software, the Licensor will take reasonable endeavours to ensure that the Software is accessible 24 hours a day, 7 days a week with 99.9% uptime, except for (i) planned maintenance performed outside of Business Hours ; and (ii) unscheduled maintenance, such as maintenance conducted for emergency reasons, provided that the Licensor has used reasonable endeavours to give the Licensee at least four (4) hours' prior notice.

3.2.Where the Reseller or Licensee is responsible for hosting the Software (whether via cloud, remote, or on-premises solutions), the Licensor shall provide Maintenance and Support Services to address any Incidents arising in connection with the Software but shall not be responsible for any unavailability, inaccessibility or defect arising from or attributable to the environment on which the Software is hosted and maintained.

4. Feedback, services orientated architecture and modifications

4.1.Unless otherwise specified in the Main Agreement, the Licensor is not obliged to provide any updates to the Software, though it may do so from time to time in its sole discretion. Unless otherwise specified in the Main Agreement, all such updates shall be subject to the terms of this EULA.

4.2.The development of the Software will remain under the direct control of the Licensor. The Licensor may solicit, from time to time, inputs from the Licensee for product roadmap planning. Nothing in



this EULA prevents the Licensor from modifying the Software and/or Services pursuant to its product roadmap, provided that this does not adversely affect the Software and/or Services' performance.

4.3. The Licensor may provide Services including related micro services through services orientated architecture where customer instances will interact with a shared service.

4.4. The Licensee may provide Feedback to the Reseller or Licensor at any time. For the avoidance of doubt, nothing in this clause puts the Licensor under any obligation to take such Feedback into account when developing the Software and/or providing the Services. For the avoidance of doubt, Feedback shall not constitute confidential information of the Licensee and may be freely used and exploited by the Licensor. Any Intellectual Property Rights arising in the Feedback and any resulting work, modifications or developments, shall belong to the Licensor.

5. Maintenance and Support services

5.1. The Maintenance Services shall include the provision of routine maintenance in connection with the Software, including updates, patches, and upgrades to new version releases during the Term.

5.2. The Support Services shall include an email and telephone support facility during the Business Hours during the Term for the purposes of (i) reasonably assisting the Licensee with the configuration and proper use of the Software; and/or (ii) determining the causes of any Incidents and using reasonable endeavours to correct the same (including by providing a reasonable workaround that does not adversely impact the Licensee's use of the Software or its functionality).

5.3. Support Services can be requested by contacting the Licensor's helpdesk via email to support@cluesoftware.com, or online via <https://cluesoftware.force.com>. Each request shall include a description of the request or issue and any other relevant information, sufficient to enable the Licensor to assess the request.

5.4. Support Services are not provided in relation to any Third-Party Apps, third party systems, applications or infrastructure, or any issues arising from the Licensee's own IT infrastructure (including but not limited to its hardware, operating system(s), other software used by the Licensee, or telecommunications links).

5.5. The Licensee must promptly provide notice of any issues and provide reasonable assistance to enable the Licensor to assess, inspect and correct any issue reported to it, including by providing any output, data, information, remote access and personnel assistance reasonably requested by the Licensor.

5.6. The Licensee shall take all reasonable steps to co-operate with the implementation of any upgrades and updates in a timely manner.

6. Intellectual Property Rights

6.1. Except as may be specifically permitted under this EULA, the Licensee shall not remove any of the Licensor's proprietary rights notices from the Software or the Documentation.

6.2. The Licensee acknowledges that all Intellectual Property Rights in and to the Software (and parts thereof), the Services, the Documentation, Feedback, Usage Data and Software configuration (including all modifications and derivative works thereto) shall be owned by and will remain the property of the Licensor or its licensors. The Licensor shall own all Intellectual Property Rights created by it under the Main Agreement and in the provision of Services and Software under this EULA. The Licensee and its Authorised Users shall have no rights in or to the Software, the Services, the Documentation, any Feedback and Software configuration other than the right to use these in accordance with the provisions of this EULA during the Term.

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- 6.3. The Licensor shall own all Intellectual Property Rights in any Feedback and any resulting work, modifications or developments, and the Licensee hereby assigns all Intellectual Property Rights in any Feedback to the Licensor and waives any moral rights thereto.
- 6.4. The Licensor shall have no rights in or to the Licensee's Intellectual Property Rights, except for the rights expressly granted to the Licensor in this EULA. The Licensee hereby grants the Licensor a non-transferable, non-exclusive, and royalty free licence during the Term to use such of its Intellectual Property Rights as are necessary to enable the Licensor to fulfil its obligations under this EULA.
- 6.5. The Licensee must promptly notify the Licensor if it becomes aware of any actual or threatened claim alleging that the Licensee's use of the Software infringes any valid United Kingdom Intellectual Property Right of a third party.
- 6.6. The Licensor will defend the Licensee or, at the Licensor's option, settle any claim or action brought against the Licensee by a third party alleging that the possession or use of the Software (or any part of thereof) in accordance with the terms of this EULA infringes any valid Intellectual Property Rights of a third party in the UK (Claim) and be responsible for any reasonable losses, damages, costs (including reasonable legal fees) and expenses incurred by or awarded against the Licensee as a result of any such Claim. The foregoing shall not apply where the Claim is attributable to (i) possession or use of the Software (or any part thereof) other than in accordance with the terms of this EULA or the Main Agreement; (ii) use of the Software in combination with any hardware or software not supplied or specified by the Licensor if the infringement would have been avoided by the use of the Software not so combined; or (iii) use of a non-current release of the Software if the Licensee prevents the Licensor from implementing a current release of the Software and the infringement would have been avoided by such implementation. If any third party makes a Claim, or notifies an intention to make a Claim against the Licensee, the Licensor's obligations under clause 6.6. are conditional on the Licensee:
- 6.6.1. as soon as reasonably practicable, giving written notice of the Claim to the Licensor, specifying the nature of the Claim in reasonable detail;
 - 6.6.2. not making any admission of liability, agreement or compromise in relation to the Claim without the Licensor's prior written consent (such consent not to be unreasonably conditioned, withheld or delayed);
 - 6.6.3. giving the Licensor and its professional advisers access at reasonable times (on reasonable prior notice) to the Licensee's premises and Licensee's officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within its power or control, so as to enable the Licensor and its professional advisers to examine them and to take copies (at the Licensor's expense) for the purpose of assessing the Claim; and
 - 6.6.4. subject to the Licensor providing security to the Licensee's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, taking such action as the Licensor may reasonably request to avoid, dispute, compromise or defend the Claim.
- 6.7. If the Software is or is likely to become subject to a Claim, the Licensor shall use reasonable endeavours to:
- 6.7.1. obtain the right for the Licensee to continue to use the Software in accordance with the terms of this EULA; or
 - 6.7.2. replace or modify the Software (or the part of it subject to the Claim) so that it becomes non-infringing without materially affecting the functionality of the Software.
- 6.8. If the outcomes in clause 6.7 are not achievable with the use of reasonable endeavours (including where the costs or other outcomes of doing so are commercially prohibitive), the Licensee shall (on receipt of written notice from Licensor) promptly cease using the Software and this EULA and the licence hereunder shall terminate, and the Licensor shall refund any unused portion of the fees pre-paid by the Licensee as at the date of termination.
- 6.9. Not used.



7. Confidential information

- 7.1. Each party shall, during the term of this EULA and for the period specified in clause 7.3, keep confidential, and shall not use for its own purposes (other than the performance of this EULA or the exercise of its rights thereunder) nor without the prior written consent of the other disclose to any third party (except as may be required by any law or any legal or regulatory authority) any information of a confidential nature including, without limitation, trade secrets, technical information and information of commercial value, (together “Confidential Information”) which may be disclosed by the other party or become known to such party from the other party and which relates to the other party, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this EULA, or subsequently comes lawfully into the possession of such party from a third party. Each party shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information.
- 7.2. Each party may disclose Confidential Information to their employees, officers, professional advisors, contractors or agents on a need-to-know basis, provided that the recipients are aware of its confidential nature and are subject to duties of confidentiality on terms substantially similar to those set out in this clause 7. The disclosing party shall remain liable for the acts and omissions of such recipients.
- 7.3. The obligations of each party under this EULA regarding use and disclosure of Confidential Information shall not terminate until three (3) years after the expiry or termination of this EULA.

8. Duration and termination

- 8.1. Subject to earlier termination in accordance with its terms, the EULA and licence provided hereunder shall remain in full force and effect in accordance with and for the duration of the Main Agreement. In the event of the termination or expiry of the Main Agreement (howsoever caused), this EULA and the licence provided hereunder shall automatically terminate.
- 8.2. Without prejudice to the rights in the Main Agreement, the Licensor may terminate this EULA and the licence provided hereunder with immediate effect on giving written notice to the Licensee if: (i) the Licensee (or any Authorised User) commits a material breach of this EULA which is irremediable or, if remediable, is not remedied within thirty (30) days of written notice from the Licensor requiring it to be remedied; or (ii) the Licensee suffers an Insolvency Event.
- 8.3. Effect of Termination.
- 8.3.1. On termination of this EULA, the rights of the Licensee and any Authorised Users to use the Software, Services and Documentation shall automatically terminate
 - 8.3.2. Termination of this EULA shall not affect any rights or obligations of either party as at the date of termination or expiry;
 - 8.3.3. On termination for any reason the Licensee shall immediately destroy or return to the Licensor (at the Licensor's option) all copies of the Software and Documentation then in its possession, custody or control and, in the case of destruction, certify to the Licensor that it has done so.

9. Disclaimers

Not used.

10. Limitation of liability

Not used.

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11. Data Protection

- 11.1. Where, in connection with the provision of the Software and Services, the Licensor acts as a processor for and on behalf of the Licensee (and except where the parties have entered into a separate data processing agreement), the provisions of this clause 11 shall apply. For the purposes of this EULA, the terms “personal data”, “controller”, “processor”, and “process/processing” shall have the meanings given in the Data Protection Laws.
- 11.2. Each party warrants that it shall comply with Data Protection Laws in connection with the performance of this EULA. The Licensee also warrants that any personal data provided to the Licensor, or stored or transmitted via the Software, is accurate, complete and up to date, and that the Licensee has obtained all necessary consents or given all necessary notices to enable the processing of such personal data in connection with this EULA.
- 11.3. In connection with its processing of personal data on behalf of the Licensee, the Licensor agrees that:
- 11.3.1. it shall process the personal data in accordance with the Licensee’s written instructions, including as set out in this EULA;
 - 11.3.2. it shall inform the Licensee promptly if, in the Licensor’s opinion, any instructions provided by the Licensee infringe Data Protection Laws;
 - 11.3.3. it shall not transfer any personal data to a country outside of the UK or European Economic Area unless appropriate safeguards have first been put in place in conformance with Article 46 of the UK GDPR and the GDPR (as applicable), where the transfer is otherwise permitted under Data Protection Laws or where the Licensee has given the Licensor a specific instruction to do so;
 - 11.3.4. it shall ensure that any persons employed or engaged by it with access to the personal data are subject to legal binding obligations of confidentiality;
 - 11.3.5. it shall ensure that sub-processors appointed by it are subject to legally binding processing obligations substantially equivalent to those in this EULA, and shall remain primarily liable for the acts and omissions of any sub-processors appointed by it;
 - 11.3.6. it shall notify the Licensee of any proposed change to the sub-processors used by it and provide the Licensee with a reasonable opportunity to object to any such change;
 - 11.3.7. it shall have and maintain appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against any accidental loss or destruction of, or damage to such personal data, including as necessary to ensure compliance with Article 32 of the UK GDPR and the GDPR (as applicable);
 - 11.3.8. taking into account the nature of processing and information available to it, it shall provide reasonable assistance and cooperation to the Licensee so as to enable the Licensee to fulfil its obligations to respond to requests from individuals exercising their rights under Data Protection Laws;
 - 11.3.9. it shall promptly inform the Licensee if it becomes aware of any breach of security relating to the personal data processed under this EULA resulting in the accidental or unlawful destruction, loss, alteration, damage to, unauthorised disclosure or access to, personal data, or if it receives any notification, complaint, request or communication in relation to the same, and it shall provide reasonable assistance and cooperation to the Licensee in connection with the same;
 - 11.3.10. taking into account the nature of the data processing activities it undertakes and the information available to it, it shall provide reasonable assistance to the Licensee with carrying out data protection impact assessments and consulting with relevant supervisory authorities where such assessments and/or consultation are required pursuant to the Data Protection Laws, provided that the scope of such assistance shall be agreed between the parties in advance and the Licensee shall pay the Licensor’s reasonable costs incurred in providing such assistance;



- 11.3.11. on termination or expiry of the EULA, it shall securely delete or return to the Licensee all Licensee personal data, except to the extent that the Licensor is required to retain copies of the personal data to comply with applicable laws; and
 - 11.3.12. it shall make available to the Licensee all information reasonably necessary to demonstrate compliance with the Licensor's obligations under this clause 11 and allow for and contribute to audits, including inspections, conducted by the Licensee or its authorised representatives, provided that such audit shall take place at the Licensee's cost, does not entitle the Licensee to remove or copy the Licensor's documentation unless expressly agreed by the Licensor, is no more than once per year (unless mandated by a competent supervisory authority), within normal business hours and on reasonable notice, with minimal disruption to the Licensor's business and subject to appropriate confidentiality undertakings.
- 11.4. For the purposes of this EULA, the data processing particulars are as follows:
- 11.4.1. Types of personal data – based on standard fields and fields created by Licensee, which may include name, address, phone number, email address, physical and/or mental health information, sexual orientation, racial or ethnic origin, religious beliefs, trade union activity, political affiliations or opinions, criminal record history, and financial information.
 - 11.4.2. Categories of data subject – this is determined by the Licensee's use of the Software but typical types of data subject are individuals who are: suspected of having committed, or about to commit, an offence; guilty of an offence; known or suspected of being a victim of an offence; witness to or able to provide information concerning an offence.
 - 11.4.3. Nature of the processing - the data processing activities are collecting, duplicating, hosting, storing, transmitting, analysing, reporting, accessing and deleting personal data for the purposes of providing the Software and Services.
 - 11.4.4. Purpose/Subject matter of the processing – the provision of the Software and Services, enabling the Licensee to track and manage cases, investigations and intelligence.
 - 11.4.5. Duration of processing – the term of this EULA and the applicable Main Agreement.
 - 11.4.6. Permitted subprocessor(s) – Microsoft Azure for hosting of the Software (as applicable), Salesforce for support tickets management and related services, together with any other subprocessors agreed by the parties from time to time in writing.

12. Miscellaneous

- 12.1. Assignment. This EULA shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and any permitted assigns of the parties. Except as specifically stated in this EULA, neither this EULA nor any of the rights, interests or obligations of either party shall be assigned, transferred or delegated without the prior written consent of the other party (not to be unreasonably withheld, conditioned or delayed).
- 12.2. Waiver. Any failure or delay by either party in exercising any right or remedy will not constitute a waiver. A waiver of any right or remedy shall only be valid if made in writing and shall not prevent or restrict any further exercise of that or any other right or remedy.
- 12.3. Relationship of the parties. Nothing in this EULA shall be construed or implied to create a relationship of partnership, joint venture, agency, employment, franchise or any relationship other than that of independent contracting parties. Neither party shall have the power or authority to bind or obligate the other party.
- 12.4. Survival. In addition to the rights and obligations which survive as expressly provided for elsewhere in this EULA, clauses 6 (Intellectual Property Rights), 7 (Confidential Information), 8.3 (Effect of Termination), 11 (Data Protection) and 12 (Miscellaneous) shall survive any termination or expiry of this EULA.



- 12.5. Severability. In the event any provision of this EULA is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 12.6. Amendment. No amendment to this EULA shall be effective unless set forth in a written document signed by authorised representatives of both parties.
- 12.7. A person who is not a party to this EULA shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this EULA.
- 12.8. Force Majeure. The Licensor shall not be liable for failure to fulfil or delay in fulfilling its obligations when due to causes beyond its reasonable control, including as a result or consequence of any act of God, act of war or terrorism, failure or interruption of the internet or telecommunication infrastructure, destruction or cessation of general market activity or other similar occurrence.
- 12.9. Entire agreement. Without prejudice to clause 1.24, this EULA states the entire agreement between the parties with respect to the subject matter of this EULA and shall replace and supersede all previous discussions, proposals, negotiations, representations (unless fraudulent), agreements and communications, whether oral or written, between the parties.
- 12.10. Applicable law. This EULA and any dispute arising out of or in connection with it shall be construed in all respects in accordance with the laws of England and the parties agree to submit to the exclusive jurisdiction of the English courts.

13. Artificial Intelligence - use of Artificial Intelligence in the provision of Services (“AI Technology”) and acknowledgment of AI Technology risks

- 13.1. The Licensor will use AI Technology in some Software product features.
- 13.2. Where the Licensor does so, the Licensee can choose whether or not to receive the AI Technology. The Licensor will make clear which product features use AI Technology. The Licensor may use trusted third-party providers which provide AI Technology as a service to it, in respect of product features, and the Licensor will inform the Licensee where it does so. The Licensor will remain responsible for the acts and omissions of such third-party providers. The Licensor will make clear which product features use AI Technology.
- 13.3. AI Technology is new, still developing and is not without complexity. Like any technology, AI Technology may not always function as intended and there may be times when AI Technology encounters errors or performance issues.
- 13.4. Any use of AI Technology involves inherent risks, such as bias risk and unexpected behaviour or outcomes. It is not a substitute for human decision making by the end user.
- 13.5. The Licensee therefore acknowledges and agrees that its use of our AI Technology is intended as an assistive tool for its Authorised Users and is not a substitute for users own independent skill, judgment and expertise. The Licensee and its users will fully review all AI Technology outputs for completeness, accuracy and regulatory compliance, prior to use, distribution or exploitation, and will use reasonable skill and care when doing so. The Licensor shall have no liability to the Licensee or any third party claiming through the Licensee for any losses or damages arising from the Licensee's failure to do so.
- 13.6. The Licensee acknowledges and agrees that customers' data will ultimately interact with the AI Technology as a shared service and will be segregated virtually (a shared service).
- 13.7. The Licensee acknowledges and agrees that the AI Technology is subject to Microsoft's privacy policy at <https://learn.microsoft.com/en-us/azure/ai-foundry/responsible-ai/language-service/data-privacy>
- 13.8. The Licensee acknowledges and agrees that the Licensor will limit consumption of AI-assisted features per customer via usage metrics as determined by the Licensor from time to time, taking into account ongoing usage data by customers. The Licensor will be entitled to seek additional charges if the customer exceeds these metrics. Any additional charges will be agreed with the Licensee before



they are incurred. If the Licensee does not pay these further charges, the Licensor may disable further use of AI-assisted features.