



END USER LICENCE AGREEMENT FOR COTS SOFTWARE

PLEASE READ CAREFULLY BEFORE ACCESSING OR USING ANY SOFTWARE.

This licence agreement (Licence) is a legal agreement between you the customer stated in the Order Form (**Customer** or **You**) and 2iC Limited of 2 Venture Road, Southampton Science Park, Chilworth, Southampton, England, SO16 7NP (**2iC, Us** or **We**) for such components of the 2iC COTS computer software as specified in the Order Form (**COTS Software**). Together, You and 2iC are the Parties and are each a Party.

We license use of the COTS Software to You on the basis of this Licence set out below. We do not sell the COTS Software to You. We and our licensors, where appropriate, remain the owners of the COTS Software at all times.

This Licence describes Your rights and the conditions upon which You may use the COTS Software. You should review these terms and any applicable terms and Documentation (whether printed, online, embedded as links or otherwise), including the Specification that accompany the COTS Software, because all of the terms are important and together create this Licence that applies to You.

Definitions which apply in this Licence are stated in Appendix 1.

IMPORTANT NOTICE TO ALL USERS:

- **BY DOWNLOADING AND/OR INSTALLING THE COTS SOFTWARE YOU AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU AND ANYONE YOU ARE AUTHORISED TO ALLOW TO USE THE COTS SOFTWARE.**
- **IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, YOU MUST NOT DOWNLOAD OR INSTALL THE COTS SOFTWARE.**

1 INTRODUCTION

In consideration of the Licence Fee, We agree to license the COTS Software to You, in accordance with these terms and conditions and You acknowledge that You are licensed to use such COTS Software subject to these terms and conditions (**Licence**).

2 GRANT AND SCOPE OF LICENCE OF THE COTS SOFTWARE

2.1 We license the COTS Software in two ways:

(a) under a Deployed Use Licence which gives You the rights set out in clause 2.2 and clause 2.3 below; and

(b) under a Dev Use Licence which gives You rights in clause 2.2 and clause 2.4 below.

2.2 Unless otherwise agreed, We grant You a non-exclusive, non-transferable licence to use the Software in object code, also including where appropriate Third Party Software and Open Source Software, in accordance with these terms and conditions including its termination provisions.

2.3 **If You have purchased a 'Deployed Use Licence' of the COTS Software:** You are licensed to:

- (a) download, install and use the COTS Software in object form for Your business purposes (as agreed between the Parties);
- (b) transfer the COTS Software from one hardware device to another in any location provided that this does not exceed the number of purchased Deployed Use Licences stated in the Order Form;
- (c) make copies of the COTS Software for back-up purposes only, provided that this is necessary for the activities permitted under this Licence and compliant with applicable laws.

If You have purchased a 'Dev Use Licence' of the COTS Software: You are licensed to download, install and use the COTS Software in object form for the following purposes:

- (a) for research, development and testing purposes under the control of the Authorised User; and



- (b) for commercial demonstration purposes provided that where practical, You give full credit to Us during the demonstration.

3. DURATION

- 3.1 Subject to the termination provisions in this Licence, this Licence commences on the date of download or installation of the COTS Software, as appropriate, and will subsist for the term set out in the licence.txt file which is embedded in the COTS Software. In respect of the Deployed Use Licence, We will send to You an unlocked licence.txt file which will enable Deployed Use.

4. SUPPLY

- 4.1 The programs comprising the COTS Software will be supplied in object (binary) code. Parts of the COTS Software contain Open Source Software. Such parts are identified in, and licensed to you on the terms, set out in the copyright.txt file included in the COTS Software package from time to time.
- 4.2 Use of the COTS Software is conditional on payment of the Licence Fee.

5. RESTRICTIONS RELATING TO THE COTS SOFTWARE

- 5.1 You may not:
 - (a) use or virtualize features of the COTS Software separately under the Deployed Use Licence. However, this is permissible under the Dev Use Licence;
 - (b) publish, copy, rent, lease, transfer or lend the COTS Software (except as permitted by this Licence or without Our prior written consent);
 - (c) transfer the ownership of COTS Software or Documentation (except as permitted by this Licence or without Our prior written consent);
 - (d) work around any technical restrictions or limitations in the COTS Software;
 - (e) reverse engineer, decompile, or disassemble the COTS Software, or attempt to do so, unless permitted by Us to do so or by applicable laws; or
 - (f) when using any Internet-based features, use such features in any way that could interfere with any third party's use of them, or to try to gain access to or use any service, software, Data, account, or network, in an unauthorised manner.

6. RIGHTS IN THE COTS SOFTWARE

- 6.1 Save as otherwise agreed between the Parties or as set out elsewhere in this Licence:
 - (a) the Intellectual Property Rights in the COTS Software including all Software Upgrades, belong to and/or are licensed to Us;
 - (b) no title or rights of ownership or any Intellectual Property Rights in the COTS Software and Documentation, is or will be transferred to You;
 - (c) You acknowledge that the COTS Software contains proprietary and confidential information and agree that You will not provide or otherwise make any of the COTS Software available for any reason to any other person (other than an Authorised User), firm, company or organisation (whether for outsourcing purposes or otherwise) unless agreed in writing in advance with Us, at Our sole discretion;
 - (d) You will not copy or permit the COTS Software to be copied, except for reasonable security and backup purposes. You shall procure that any copies made include all copyright or other proprietary notices; and
 - (e) You will ensure that all of Your relevant employees, agents, contractors and sub-contractors are advised that the COTS Software contains confidential information and that all Intellectual Property Rights in it are the property of Us or its licensors. You will ensure that Your employees, agents, contractors and sub-contractors keep all confidential information within the COTS Software confidential and comply with all of the terms and conditions of this clause.



6.2 We may:

- (a) make changes to the COTS Software at any time provided such changes do not materially adversely affect the functionality of the COTS Software, save that We shall not be prevented from making any changes which are necessary to comply with changes in applicable laws or regulations, whereupon We shall take reasonable steps to mitigate any adverse effects of such changes. Where such change is a Breaking Change, We shall give You reasonable prior notice of such Breaking Change; and
- (b) vary the COTS Software as We think fit to exclude one or more components of the COTS Software from this Licence if:
 - (i) the production of such COTS Software component is permanently discontinued for any reason; or
 - (ii) such COTS Software component is found to infringe the Intellectual Property Rights of any third party.

6.3 The exercise of our rights under clause 6.2(b)(i) shall not impact upon the underlying licences (and any sub-licences) of such discontinued software which will continue in force, but We accept no further liability in respect thereof.

7. YOUR UNDERTAKINGS

7.1 You acknowledge that You are licensed to use the COTS Software only in accordance with the express terms of this Licence.

7.2 You undertake to:

- (a) satisfy Yourself that the COTS Software meets the needs of Your business. You shall test the COTS Software in order to determine that the COTS Software is ready for operational use in Your business before it is so used;
- (b) to ensure, as far as is reasonably practical, that Your operating systems, environment, hardware, infrastructure, configuration and compiler and any other software with which the COTS Software will be used is:
 - (i) up to date;
 - (ii) free from viruses and other malware;
 - (iii) functioning and maintained in accordance with its specification; and
 - (iv) Your legal property or is legally licensed to You for use with the COTS Software;
- (c) keep the COTS Software and all copies of the COTS Software confidential and under Your control and You will take reasonable precautions to safeguard such COTS Software against unauthorised access and use;
- (d) not use our Intellectual Property Rights, including our know-how, to develop software similar to, or which competes directly with, the COTS Software in terms of similar or identical functionality, save that nothing in this Licence, other than Your obligations of confidentiality, shall limit the right for You or any third party, to develop alternative software or shall restrict You (or any third party) from making alternative software available to Your customers provided that such alternative software does not infringe Our Intellectual Property Rights;
- (e) ensure that the COTS Software is maintained and operated using either the most current version made available by Us or the version immediately preceding it. You shall promptly download, install and implement such Software Updates for the version you are using in accordance with any instructions or requirements notified by Us;
- (f) maintain appropriate backups, failover measures and disaster recovery arrangements for any systems, Data or operations that rely on or interact with the COTS Software;



- (g) operate the COTS Software in accordance with this Licence, the Documentation and any other applicable terms and follow any reasonable instructions issued by 2iC in relation to safe and secure use;
- (h) not provide to 2iC any Data generated, Processed or stored using the COTS Software, except through a controlled support process described in this Licence or separate agreed Terms and only where strictly necessary to resolve a support request;
- (i) comply with all applicable laws in connection with Authorised Users and their use of the COTS Software, including any Export Control Laws that apply to the Customer's environment or operations;
- (j) ensure the maximum number of installed copies of the COTS Software shall not exceed the number of Licences you have purchased from time to time; and
- (k) permit Us or a mutually agreeable auditor to audit the COTS Software to verify that your use of the COTS Software and Documentation does not exceed the total number of Licences purchased.

7.3 You acknowledge that You are the best judge of the value and importance of the Data held in relation to the COTS Software and that, unless otherwise agreed by Us in writing, You take sole responsibility for instituting and operating all necessary back-up procedures (for your own benefit) to ensure that data integrity can be maintained in the event of loss of Data for any reason other than the breach of this Licence by Us or Our negligence.

8. **GEOGRAPHIC AND EXPORT RESTRICTIONS.**

8.1 We seek to keep the COTS Software free from Export Control restrictions and if We become aware that the COTS Software, or any part of it, may be subject to Export Control restrictions, classifications or licensing requirements, We will use reasonable efforts to notify You promptly. Any such notification is provided for information only and You remain responsible for your own compliance with applicable Export Control laws and regulations.

9. **DATA ACCESS AND RESPONSIBILITY.**

9.1 We do not require and will not request access to any Personal Data or to any operational, commercial or other Data that You process, store or transmit using the COTS Software. The COTS Software operates without Us accessing such Data and We have no control over, and no responsibility for, Your use of the COTS Software to process any Data. For the avoidance of doubt, We do not act as a Processor in relation to any Personal Data that You input, upload or process using the COTS Software.

9.2 You are solely responsible for complying with all applicable laws and regulations in relation to any Data that You input to, Process generate through or otherwise handle using the COTS Software.

10. **LIMITED WARRANTY**

In respect of the Deployed Use Licence:

10.1 We warrant that:

- (a) We own or are otherwise authorised to license the COTS Software to You;
- (b) at the time of release, the COTS Software will, when properly used and on an operating system for which it was designed, perform substantially in accordance with the functions described in the Specification; and
- (c) so far as We are aware, acting reasonably, the COTS Software will not infringe the copyright of any third party.

10.2 All other conditions, warranties or other terms which might have effect between the Parties or be implied or incorporated into this Licence or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose and the use of reasonable skill and care.

10.3 Subject to clause 10.4 and 10.8, Our sole obligation in the event of a breach of clause 10.1(b) will be:



- (a) in the case of COTS Software, to remedy any non-conformity of the COTS Software to the reasonable satisfaction of 2iC; and
- (b) in the case of Third Party Software under licence to 2iC, to use reasonable efforts to obtain and supply a corrected version or alternative solution (which provides substantially similar functionality) where there is a demonstrated non-conformity

provided in either case You notify Us of the non-conformity within 90 days of the date of delivery to You in writing with reasonable detail, or if any commissioning tests are being carried out by Us, the date on which they are completed, whichever is later.

- 10.4 For the avoidance of doubt, We accept no liability with respect to any Third Party Software which you licence directly from the Third Party.
- 10.5 In either case under clause 10.3, We may, in our discretion, terminate this Licence on 30 day's written notice and refund to You such portion of the Licence Fee as is, in our reasonable opinion, proportionate and fair.
- 10.6 In respect of a breach of clause 10.1(c), clause 11 shall apply.

In respect of the Dev Use Licence:

- 10.7 Unless otherwise required by applicable laws or agreed to in writing by Us, We provide the COTS Software on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE.

In respect of the Open Source Software:

- 10.8 Unless required by applicable law or agreed to in writing by Us, We provide the Open Source Software on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE.
- 10.9 You are solely responsible for determining the appropriateness of using or redistributing the Open Source Software and assume any risks associated with Your exercise of permissions under this Licence.

In respect of all Licences:

- 10.10 We shall not be liable to You for any loss of Your Data as a result of Your use of the COTS Software, other than if such loss arises from our gross negligence or wilful default.
- 10.11 The COTS Software is embedded within and operates solely in Your environment and hardware. We have no access to, and no control over, Your environment, infrastructure, configuration, hardware or operating conditions. As a result, We do not warrant that the COTS Software will be error free or operate without interruption or defect, or that it will be compatible with any particular hardware, configuration or operating environment. You are responsible for ensuring that Your environment is suitable for the proper operation of the COTS Software.
- 10.12 To the fullest extent permitted by law, all warranties, conditions and representations not expressly stated in this Licence are excluded. You acknowledge that the performance of the COTS Software may depend on factors outside Our control, including Your hardware, network, local environment, power supply, security controls and operational practices.
- 10.13 The warranties set out in this Licence constitute the only warranties provided by 2iC in respect of the COTS Software. Our obligations and liabilities set out in this Licence replace all implied guarantees and warranties in respect of the COTS Software, including without limitation, any warranty of satisfactory quality or fitness for a particular purpose which is Your responsibility to determine.
- 10.14 You acknowledge that:
 - (a) the COTS Software has not been produced to meet Your individual or bespoke specifications;
 - (b) the COTS Software cannot be tested in advance and in respect of in every possible operating combination and environment; and

(c) it is not possible to produce software known to be error-free in all circumstances.

11. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

- 11.1 In the event of a breach of the warranty under clause 10.1(c), We will defend or cause to be defended or, at Our option, settle any claim or action brought against You alleging that the COTS Software infringes the UK copyright of a third party but excluding any claim or action based upon the Third Party Software and/or the Open Source Software (**Claim**). Subject to the other conditions of this clause, We will, subject to clause 11.4, pay any final judgment entered against You with respect to any Claim and indemnify You in respect of all costs and expenses relating to the Claim provided that You:
- (a) notify Us writing of the Claim immediately on becoming aware of it;
 - (b) do not make any admission as to liability or compromise or agree to any settlement of any Claim without Our prior written consent, such consent not to be unreasonably withheld or delayed;
 - (c) grant Us sole control of the defence of the Claim; and
 - (d) give Us complete and accurate information and assistance to enable Us to settle or defend the Claim.
- 11.2 If any part of the COTS Software becomes the subject of any Claim, We may, at Our option and expense:
- (a) obtain for You the right to continue to use the COTS Software; or
 - (b) replace or modify the COTS Software so that any alleged or adjudged infringement is removed; or
 - (c) if the use of the COTS Software is prevented by permanent injunction, accept its return and refund an amount equal to the sum paid by You for the COTS Software subject to straight line depreciation over a 5-year period.
- 11.3 We shall have no liability under this clause 11 for:
- (a) any infringement arising from the Third Party Software and/or the Open Source Software;
 - (b) any infringement arising from the combination of the COTS Software with other software or hardware not supplied by Us; or
 - (c) any modification or change made to the COTS Software unless the modification or change was made or approved expressly by Us in writing; or
 - (d) any use of the COTS Software other than in accordance with the terms of this Licence unless approved by Us in writing;
 - (e) instructions, information or materials provided by You for the modification of the COTS Software, provided that We will not be relieved of liability where it knew or suspected (or should have known or suspected) that compliance with any instruction or the inclusion of any information or materials may result in infringement but did not notify You; or
 - (f) to the extent that any losses incurred by You result from Your breach of this Licence, negligence or wilful misconduct.
- 11.4 Subject to clauses 12.2, 12.3 and 12.4, Our total aggregate liability under or in connection with the indemnity given pursuant to this clause 10 shall not exceed £1,000,000 GBP.

12. LIMITATION OF LIABILITY

- 12.1 The restrictions on liability in this clause 12 apply to every liability arising under or in connection with this Licence including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 12.2 Nothing in the Licence limits or excludes:
- (a) liability for deliberate or wilful default;
 - (b) liability for death or personal injury caused by negligence;
 - (c) liability for fraud or fraudulent misrepresentation;

- (d) liability for breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- (e) any liability that cannot legally be limited;
- (f) any breach of any regulatory requirement by a Party which directly or indirectly results in the imposition of any fine or sanction on the other or the other otherwise incurring any liability;
- (g) Your liability for payment obligations under this Licence.

12.3 Subject to clause 12.2, neither Party shall have any liability for:

- (a) loss of profits (including loss of anticipated savings);
- (b) loss of use or corruption of software, Data or information;
- (c) loss of business opportunities;
- (d) loss of goodwill or reputation;
- (e) any failure to comply with its own obligations under this Licence as a result of any act or omission of the other Party; or
- (f) any special, indirect or consequential loss, costs, damages, charges or expenses.

12.4 We shall not be liable for the following:

- (a) any failure of the COTS Software to operate in accordance with the Specification which is caused by:
 - (i) failure of any third-party software, hardware or peripherals which interacts with the COTS Software;
 - (ii) failure of any Third Party Software which you licence directly from the third party vendor;
 - (iii) Open Source Software;
 - (iv) operator error;
 - (v) any modification, alteration or other adaptation of the COTS Software not made or approved by Us;
 - (vi) any failure of the COTS Software arising from inadequate testing procedures carried out, or failed to be carried out by You after We made the COTS Software available to You and prior to You making the COTS Software available for download.

12.5 Subject to clauses 12.2, 12.3 and 12.4, Our total aggregate liability to You in respect of a claim arising from a breach of this Licence by Us (other than in respect of the indemnity given pursuant to clause 9), shall not exceed in aggregate, the total Licence Fees paid to Us by You during the 12 months prior to the claim arising.

13. TERMINATION

13.1 We may terminate this Licence:

- (a) immediately by written notice to You if You fail to pay the Licence Fee or any other sums due, if any, in respect of the COTS Software by the due date; and
- (b) in accordance with clause 10.5.

13.2 Either Party may terminate this Licence immediately by written notice to the other Party if such Party is:

- (a) in material or persistent breach of any of its obligations under this Licence and either that breach (is incapable of remedy) or that Party has failed to remedy that breach within 30 days after receiving written notice requiring it do so;
- (b) unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or



dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction.

13.3 Any termination of this Licence under this clause will be without prejudice to any other rights or remedies of either Party under this Licence or at law and will not affect any accrued rights or liabilities of either Party at the date of termination.

13.4 On termination for any reason:

- a) You shall promptly pay Us all outstanding sums due;
- b) all rights granted to You under this Licence shall cease except as follows:
 - i. any fully paid-up Deployed Use Licence will continue in perpetuity, or until the date agreed in the Order Form if so stated. For the avoidance of doubt, from the date of termination, We shall have no further obligation or liability at all in respect of any such Licence and You will have no further right to receive any Software Updates; and
 - ii. any Dev Use Licence or any Deployed Use Licence which has not been paid for, shall immediately cease and you will certify in writing to Us within 28 days of such termination that You have erased the COTS Software and all copies from Your systems and media and You shall immediately return to Us all related documentation belonging to Us.

14. **COMMUNICATIONS BETWEEN US**

14.1 We may update the terms of this Licence from time to time on notice to You. Your continued use of the COTS Software (or any part thereof) shall constitute Your acceptance to the terms of this Licence, as varied. If You do not wish to accept the terms of the Licence (as varied) You must immediately stop using and accessing the COTS Software.

14.2 If We have to contact You, We will do so via email using the address provided on the Order Form (or such other email address notified to Us by You in writing from time to time).

14.3 Any notice given under this Licence by either Party to the other must be in writing and may be delivered by email and will be deemed to have been given upon production of a valid delivery receipt notice to the correct email address.

15. **FORCE MAJEURE**

15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under this Licence that is caused by a Force Majeure Event.

15.2 If a Force Majeure Event takes place that affects the performance of Our obligations under this Licence:

- (a) Our obligations under this Licence will be suspended and the time for performance of Our obligations will be extended for the duration of the Force Majeure Event; and
- (b) We will use Our reasonable endeavours to find a solution by which Our obligations under this Licence may be performed despite the Force Majeure Event.

16. **OTHER IMPORTANT TERMS**

16.1 Nothing in this Licence is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party as the agent of the other Party, or authorise any Party to make or enter into any commitments for or on behalf of the other Party.

16.2 If any provision or part-provision of this Licence is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Licence. If any provision of part-provision of this Licence is deemed deleted under this clause, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

- 16.3 No forbearance or delay by either Party in enforcing its respective rights will prejudice or restrict the rights of that Party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.
- 16.4 No variation of this Licence, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Parties (or their authorised representatives).
- 16.5 Unless expressly stated otherwise, a person who is not a party to this Licence has no right under the Contracts (Rights of Third Parties) Act 1999 to benefit under or to enforce any term of this Licence.
- 16.6 We may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of our rights and obligations under this Licence.
- 16.7 You shall not assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of your rights, obligations, benefits or interests arising under this Licence without the prior written consent of 2iC.
- 16.8 This Licence and any Documentation annexed to it or referred to in them or expressly referred to it them, constitute the entire agreement between the Parties in respect of the supply of Engineering Support and supersedes and extinguishes all previous and contemporaneous agreements, arrangements and understandings between the Parties relating to that subject matter.
- 16.9 You acknowledge that in entering into this Licence You do not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Licence or any document expressly referred to in it.
- 16.10 Each of the conditions of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 16.11 This Licence, its subject matter and their formation (and any non-contractual disputes or claims) are governed by and construed in accordance with English law and the Parties irrevocably submit to the exclusive jurisdiction of the English courts.



Schedule 1

1. Definitions and interpretation

1.1 The definitions and rules of interpretation in this clause apply in this Licence.

Authorised User	an employee, agent or independent contractor of the Customer or its Affiliate, who is authorised by the Customer to access and use the COTS Software.
Breaking Change	any non-backward-compatible change to the COTS Software that causes existing integrations, configurations, customisations, or dependent software to stop functioning as intended without modification and which requires the Customer to install a Software Update to maintain operational continuity.
Commercial Data	the data inputted by or on behalf of You, including operational, commercial or other data, for the purpose of using or facilitating your use of the COTS Software or Documentation and any data processed or generated by, or derived from your use of the COTS Software or Documentation, whether hosted or stored within the COTS Software or Documentation or elsewhere, but excluding any Personal Data.
Data	Commercial Data and Personal Data.
Data Protection Law	all applicable laws relating to data protection, the processing of Personal Data, privacy and/or electronic communications in force from time to time in any relevant jurisdiction including the United Kingdom General Data Protection Regulation (as it forms part of the law of the UK by virtue of section 3 of the European Union (Withdrawal) Act 2018) (the UK GDPR) and the Data Protection Act 2018 and any associated national implementing laws, regulations and secondary legislation and any legislation that replaces, extends, re-enacts, consolidates or amends any of the foregoing from time to time.
Deployed Use Licence	use of the COTS Software is installed and active in a real operating environment where the COTS Software is performing live or business-critical functions, as opposed to Dev Use.
Dev Use Licence	use of the COTS Software for research, development, testing and demonstration purposes.
Documentation	any Documentation provided by 2iC in connection with the COTS Software or this Licence, including the Specification.
Export Control Laws	any applicable laws, regulations, export controls or trade sanctions, including those imposed by the U.S. Export Administration Regulations, ITAR, and the trade sanctions regulated by the U.S. Office of Foreign Assets Control.
Force Majeure Event	means any circumstance not within a Party's reasonable control including but not limited to: a) acts of God, flood, storm, drought, earthquake or other natural disaster; b) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; c) nuclear, chemical or biological contamination or sonic boom; d) any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;

	e) collapse of buildings, breakdown of plant or machinery, fire, explosion or accident; f) any labour or trade dispute, strikes, industrial action or lockouts; and g) interruption or failure of utility service.
Intellectual Property Rights	patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Licence Fee	the licence fee paid by you to 2iC or its reseller as appropriate, in respect of the Licence of the COTS Software.
Open Source Software	software meeting the Open Source Initiative's open source definition from time to time.
Order Form	the commercial document that sets out the specific products or services being purchased together with the applicable fees, quantities, terms, and any agreed variations. It acts as the formal record of the commercial agreement between you and us or, where relevant, between you and our authorised reseller. An order form may take the shape of a 2iC order form pro forma, a quotation document, a purchase order, or any other document that captures the agreed commercial terms.
Personal Data	as defined under Data Protection Law.
Process	as defined in Data Protection Law. Processing and Processed shall be construed accordingly.
Processor	as defined in Data Protection Law.
Software Update	any update, release, revision, upgrade, patch, fix, amendment or new version of the COTS Software issued by 2iC, whether to correct faults, add functionality, enhance security, improve performance or otherwise modify or update the COTS Software. Software Updates include any associated updates to the Documentation that are necessary to reflect the changes made.
Specification	the Documentation detailing the specification (including the functionality and performance specifications) of the COTS Software, including the release notes and associated documentation that accompany the COTS Software at point of release.
Third Party Software	means any software, code, library, component, or service that is created, owned, or licensed by an entity other than 2iC.
User Subscriptions	the user subscriptions purchased by You, or on your behalf, from 2iC, which grant a Licence to Authorised Users to access and use the COTS Software and the Documentation, the number of which are stated in the Order Form (or as agreed between the Parties from time to time).
VAT	value added tax or any equivalent tax chargeable in the UK.