



Software License and Software Support Terms and Conditions

BY SIGNING YOUR SOFTWARE LICENSE CONTRACT, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS (THE "AGREEMENT") GOVERNING YOUR USE OF CMap SOFTWARE LTD'S SOFTWARE, (COLLECTIVELY, THE "SOFTWARE"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY.

1. Definitions and Interpretation

The following are the standard terms and conditions under which CMap Software Ltd ("the Company") sells computer hardware, licences computer software and supplies related Software. These Terms and Conditions shall, unless otherwise expressly stated in writing, apply to the subject matter of any agreement in respect thereof.

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Agreement" – means any agreements entered into between the Company and a Customer to which these standard Terms and Conditions apply;

"Authorised Use" or "Authorised Users" means the number of Users, within a Licensed Organisation which are authorised to use the Licensed Software, such number to be specified in the License Details;

"Licensed Organisation" means the business entity that is licensed and this should be listed in the License Details;

"Customer" or "Client" or "You" or "Your" - means the Licensed Client with whom CMap Software Ltd contracts;

"Confidential Information" means information that is proprietary or confidential in nature (including information of commercial value) and includes information that is either clearly labelled as such or identified as Confidential Information;

"Content" – means the design, workflow, views, functions and / or similar intellectual property of the Software;

"Customer Data" means the data inputted by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of using or facilitating the Customer's use of the Licensed Software;

"Group" means in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company;

"Maintenance Release" means a release of the Software which corrects faults, adds functionality or otherwise amends or upgrades (including any 'core' or 'version' upgrade) to the Software;

"Supplier" – means the supplier of Products or Software to the Customer; CMap Software Limited

"Products" – means computer hardware, software and associated equipment that may be supplied by the Company;

"Software" or "Licensed Software" – means CMap or any other software supplied by the Company who use is restricted as indicated in this License;

"User" or "Users" – User numbers are defined by the number of unique login accounts per Licensed Organisation.

1.2 Any reference to a day or days refers to business days – that is any day that is not a weekend or public or bank holiday in the United Kingdom.



1.3 The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.

2. Privacy & Security; Disclosure

2.1 CMap Software Ltd.'s privacy and security policies are seen below. CMap Software Ltd reserves the right to modify its privacy and security policies in its reasonable discretion from time to time.

2.2 CMap Software Ltd does not collect or hold data about our customers. However, data voluntarily provided by you at various points including when sending us a comment or suggestion will be used for that occasion only. You are under no obligation to provide us with this information and can access all aspects of the site without providing us any personal information.

2.3 CMap Software Ltd may collect non-personally identifiable-information that does not identify you personally – as a result of your visit to our website. This information includes: your IP address, your Internet Software provider and your browser. This policy may change as new Software is added. Such changes will be effective when a notice of the change is posted on the site. Please check this Privacy Policy from time to time for updates by checking the date of the last update. The Supplier acknowledges that any customer or other personal or personally identifiable information received by it from or collected or developed by it for or on behalf of Customer or any part of it ("Personal Data") shall constitute confidential and proprietary information of the Customer and that its use and security is governed by law.

3. License Grant & Restrictions

3.1 CMap Software Ltd hereby grants you a non-exclusive, non-transferable, right to use the Software, solely for your own internal business purposes, limited to the business footprint of the Customer only, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by CMap Software Ltd and its licensors.

3.2 You agree to ensure that you do not exceed your Authorised User Level and that, subject to section, all persons who operate or access the Licensed Software are your employees (including temporary employees or individual independent contractors acting on your behalf) only, and are made aware of and abide by all relevant terms and conditions of this Agreement. You will be responsible for the acts of all persons in relation to the access or use of your copy of the Licensed Software.

3.3 You may not access the Software if you are a direct competitor of CMap Software Ltd, except with CMap Software Ltd.'s prior written consent. In addition, you may not access the Software for purposes of monitoring or copying its availability, performance or functionality, or for any other benchmarking or competitive purposes.

3.4 You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Software in any way; (ii) modify or make derivative works based upon the



Software or the Content; (iii) create Internet "links" to the Software or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Software in order to (a) build a competitive product or Software, (b) build a product using similar ideas, features, functions or graphics of the Software, or (c) copy any ideas, features, functions or graphics of the Software. User licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Software.

3.5 The Software may be used only by the Client indicated. In the event that the control of the Client is transferred to another 3rd party or the Client is merged, taken-over, purchased by another 3rd party the use of the software does not expand to cover the controlling party. The license is for the explicit use of the indicated Client and specified licensed business entities only.

3.6 You may use the Software only for your internal business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libellous, or otherwise unlawful material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Software or the data contained therein; or (v) attempt to gain unauthorised access to the Software or its related systems or networks.

4. Your Responsibilities

You are responsible for all activity occurring under your User accounts and shall abide by all applicable local, national and foreign laws, treaties and regulations in connection with your use of the Software, including those related to data privacy, international communications and the transmission of technical or personal data. You shall report to CMap Software Ltd immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you or your Users.

5. Confidentiality

5.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:

- (a) is or becomes publicly known other than through any act or omission of the receiving party;
- (b) was in the other party's lawful possession before the disclosure;
- (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
- (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or



(e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

5.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party (other than its professional advisors, and with respect to the Customer its Group) except as required by law, any governmental or regulatory authority, any court or other authority of competent jurisdiction, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

5.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

5.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

5.5 For the avoidance of any doubt the Supplier acknowledges that any Customer Data including, but not limited to, Personal Data is the Confidential Information of the Customer.

5.6 This clause 6 shall survive termination of this Agreement, however arising.

5.7 The Supplier shall not make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the Customer.

6. Intellectual Property Ownership

6.1 CMap Software Ltd is a licensee of CMap. CMap Global Ltd alone (and other licensors where applicable) own all right, title and interest, including all related Intellectual Property Rights to the Software and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Software. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Software, or the Intellectual Property Rights owned by CMap Global Ltd. The CMap name, the CMap logo, and the product names associated with the Software are trademarks of CMap Global Ltd or third parties, and no right or license is granted to use them unless by previous agreement with CMap Global Ltd. CMap Software Limited is wholly owned by and forms part of CMap Global Limited.

6.2 The Customer shall retain all right, title and interest in and to all of the Customer Data and any Personal Data.

7. Charges and Payment of Fees

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms as set out in this Agreement. Payments for the Software must be made annually in advance. An authorised client contact may



change your license by executing an additional written Order. All pricing terms are confidential, and you agree not to disclose them to any third party except as otherwise permitted under Clause 6.

8. Billing and Renewal

Where relevant CMap Software Ltd will automatically issue an invoice each year on the renewal date. Fees for other Software will be charged on an as-quoted basis. CMap Software Ltd.'s fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties. You agree to provide CMap Software Ltd with complete and accurate billing and contact information. This information includes your legal company name, street address, e-mail address, and name and telephone number of an authorised billing contact. You agree to update this information within 30 days of any change to it. If the contact information you have provided is false or fraudulent, CMap Software Ltd reserves the right to terminate your license.

If you believe your bill is incorrect, you must contact us in writing within 30 days of the date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

9. Non-Payment and Suspension

Where relevant, in addition to any other rights granted to CMap Software Ltd herein, CMap Software Ltd reserves the right to suspend or terminate this Agreement and your access to the Software if your account becomes delinquent (falls into arrears). Delinquent invoices (accounts in arrears) are subject to interest of 3.0% above Bank of England base rate per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. You will continue to be charged for User licenses during any period of suspension. If you or CMap Software Ltd initiates termination of this Agreement, you will be obligated to pay the balance due on your account computed in accordance with the Charges and Payment of Fees section above. You agree that CMap Software Ltd may charge such unpaid fees to your deposit, credit card or otherwise bill you for such unpaid fees.

10. Term and Termination

Any breach of your payment obligations or unauthorised use of the Software will be deemed a material breach of this Agreement. CMap Software Ltd, in its sole discretion, may terminate or your license or terminate or suspend use of the Software if you breach or otherwise fail to comply with this Agreement. You agree and acknowledge that CMap Software Ltd has no obligation to retain any Customer Data, and may delete such Customer Data, if you have materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.

11. Representations & Warranties



11.1 Each party represents and warrants that it has the legal power and authority to enter into this Agreement.

11.2 CMap Software Ltd further represents and warrants that: (i) CMap Global Ltd is the owner and licensor of all intellectual property rights in the Products and Software supplied to the Customer and that CMap Software Ltd, as a Licensee of CMap has the right to grant to the Customer a license to use the Software as contemplated by and in accordance with the terms of this Agreement; (ii) it will provide the Software in a manner consistent with industry standards reasonably applicable to the provision thereof; and (iii) the Software will conform in all material respects to the Specification and be free from defects

11.4 You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Software and that your billing information is correct.

12. Indemnification

You shall indemnify and hold CMap Software Ltd, its licensors and each such party's parent organisations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of a third party; (ii) provided in any such case that CMap Software Ltd (a) gives written notice of the claim promptly to you; (b) gives you sole control of the defence and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release CMap Software Ltd of all liability and such settlement does not affect CMap Software Ltd.'s business or Software); (c) provides to you all available information and assistance; and (d) has not compromised or settled such claim.

CMap Software Ltd shall indemnify and hold you and your parent organisations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Software or the Products infringes the intellectual property rights of a third party; (ii) a claim, which if true, would constitute a violation by CMap Software Ltd of its representations or warranties; or (iii) a claim arising from breach of this Agreement by CMap Software Ltd; provided that you (a) promptly give written notice of the claim to CMap Software Ltd; (b) give CMap Software Ltd sole control of the defence and settlement of the claim (provided that CMap Software Ltd may not settle or defend any claim unless it unconditionally releases you of all liability); (c) provide to CMap Software Ltd all available information and assistance; and (d) have not compromised or settled such claim. CMap Software Ltd shall have no indemnification obligation, and you shall indemnify CMap Software Ltd pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Software with any of your products, Software, hardware.

13. Disclaimer of Warranties. CMap SOFTWARE LTD AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SOFTWARE OR ANY CONTENT. CMap SOFTWARE LTD AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SOFTWARE WILL BE



TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SOFTWARES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR (E) THE SOFTWARE OR THE SERVER(S) THAT MAKE THE SOFTWARE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SOFTWARE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY CMap SOFTWARE LTD AND ITS LICENSORS.

14. Availability and Internet Delays

CMap SOFTWARE LTD'S SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. CMap SOFTWARE LTD IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

15. Limitation of Liability

15.1 IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SOFTWARE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SOFTWARE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SOFTWARE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16. Governing Law and Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the courts of England.

17. Notice

CMap Software Ltd may give notice by means of a general notice on the Software, electronic mail to your e-mail



address on record in CMap Software Ltd.'s account information, or by written communication sent by first class mail or pre-paid post to your address on record in CMap Software Ltd.'s account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to CMap Software Ltd (such notice shall be deemed given when received by CMap Software Ltd) at any time by any of the following: letter delivered by nationally recognised overnight delivery Software or first class postage prepaid mail to CMap Software Ltd. Should you wish to terminate your CMap subscription license you must inform CMap Software Ltd in writing no later than 60 days prior to the annual Contract Renewal Date. Following this notice period the license will automatically renew for the following year.

18. Modification to Terms

CMap Software Ltd reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Software at any time, effective upon posting of an updated version of this Agreement on the Software. You are responsible for regularly reviewing this Agreement. Continued use of the Software after any such changes shall constitute your consent to such changes.

19. Assignment; Change in Control

This Agreement may not be assigned by you without the prior written approval of CMap Software Ltd but may be assigned without your consent by CMap Software Ltd to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of you that results or would result in a direct competitor of CMap Software Ltd directly or indirectly owning or controlling 50% or more of you shall entitle CMap Software Ltd to terminate this Agreement for cause immediately upon written notice.



20. Core upgrades and Version Upgrades

Should there be any core upgrades or version upgrades released as part of on-going future development of your solution, these will be provided free of charge as long as this contract is in place. This does not include licensed modules which are new additional functionality and chargeable items.

21. Additional Support Time

Depending on your chosen support level, you will have a certain number of included hours of support per month. If you exceed this allowance any extra support time will be charged monthly in arrears at a rate of £90 + VAT per hour in 15-minute blocks. These support hours (if unused) are not carried over to the following month.

22. Scope of Support

Technical support is limited to providing assistance and correction of issues related to product performance, installation, and configuration.

23. Support, Implementation and On-Boarding related Travel and Expenses

Reasonable Travel and expenses in relation to onsite meetings for support related engineering, and key stages of the implementation and On-Boarding process are chargeable (including the onsite Process Planning Workshop and onsite Training stages of On-Boarding.)

24. Data Work

Data Work is separately billable from your base monthly fee at a rate of £90 + VAT per hour. Data work includes data exports, custom reports and direct data manipulation.

25. Named Contacts for Support

All support requests should come to CMap Software via your named contacts. Any requests submitted to us from non-named contacts will be redirected back to your named contacts for approval.

26. Support Times

Unless otherwise detailed in your License Contract support will be provided from 8am until 6pm GMT Monday to Friday excluding bank holidays. Support can be provided outside of the standard hours by prior arrangement. Weekday out-of-hours support and weekend support is available by prior arrangement but will be subject to additional charges. Support availability may occasionally vary from stated hours due to downtime for systems and server maintenance, company events, and circumstances beyond the control of CMap Software. Phone support



requests will be handled in the order in which they are received. Email support requests will be processed in the order in which they are received.

27. Support Methods

We will use the following methods to provide support:

- Telephone
- Email
- Via remote access tools (where available)

Should an on-site visit be required, any reasonably incurred expenses relating to on-site visits will be chargeable.

28. Support Response Times

We assign priority levels to issues based on their impact. For example complete system failure affecting all users would be a Priority 1 issue, whereas a minor, non-damaging data fix would be a Priority 3.

Priority Levels	Response
Priority One	Investigate within 2 business hours
Priority Two	Investigate within 1 business day
Priority Three	Investigate within 2 business days

All issues will be resolved on a “best endeavour” basis.

29. Contract Coverage – Software and Equipment

This support contract covers the specific CMap Software supplied software applications as listed in this contract. It does not include support for other software, such as Microsoft Office, nor does it include support for your hardware.

30. Hosting Platform (if applicable)

Your CMap instance is hosted on the Microsoft Azure cloud platform. We utilise the following Azure services: “Cloud Services” (with 2+ role instances), “SQL Database” and “Storage”. We also employ geographical redundancy so that we are not dependant on just one data centre location.

31. Hosting Backups (if applicable)



Microsoft has redundancy and disaster recovery built into their Azure cloud platform. In addition to this, we take a daily backup of the SQL Server database to enable recovery of data in the event of an application fault or user error.

32. Hosting Support (if applicable)

Access to CMap Software's helpdesk is available from 8am – 6pm Mon-Fri (excluding public holidays). You can also email our support team with queries at support@CMaphq.com, emails will be responded to as soon as possible.

We are backed up by the Microsoft Azure SLA, which you can find at <http://www.windowsazure.com/en-us/support/legal/sla/>

33. Pre-Hosting Verification (if applicable)

CMap Software primarily host applications and websites that we have created ourselves; additional websites or applications hosted have to be verified by the CMap Software team to ensure they meet our high standards and will not cause system failures

34. RPI (Retail Price Index)

This is an amount which represents the proportionate increase (if any) in the inflation index of an individual product or service over a period of time, published by the Office for National Statistics. CMap software reserve the right to apply an increase to an annual license once a year based on the Retail Price Index.