

END-USER LICENSE AGREEMENT (“EULA”)

Important notice to all users

Please carefully read the terms and conditions of this License before you use Unify. By using Unify, you accept all the terms of this License which will bind you, any entity or individual you represent, your employees and anyone acting on your behalf. The terms of this license include, in particular, limitations on liability.

If you do not agree with the terms of this License, do not continue to install, access or use Unify.

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This end-user license agreement (“**License**”) relates to the use of certain software and services between you (“**Licensee**” or “**you**”) and Vizify Analytics Ltd of 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ (“**Licensor**”, “**us**” or “**we**”).

“**Commercial Contract**” means any other written agreement between the parties, including service agreements, maintenance agreements or statements of work. In case of inconsistency between the terms of this EULA and a Commercial Contract, the terms of the Commercial Contract shall prevail for all matters in relation to the commercial arrangements, however, for all matters in relation to use of Unify, the terms of this EULA shall prevail.

“**Documentation**” means any online and electronic documents provided by us under this License or a Commercial Contract. The Documentation related to Unify includes all documents associated with the creation, design, development or modification of Unify, including technical or functional specifications, flow charts, algorithms, architectural diagrams, data models, build instructions, testing or configuration documentation and technical data.

“**Intellectual Property**” means (i) patents, designs, trade marks and trade names (whether registered or unregistered), copyright and related rights, database rights, and Know-How, (ii) all other intellectual property rights, in each case whether registered or unregistered and similar or equivalent rights anywhere in the world which currently exist; and (iii) all applications, renewals or extensions (including supplementary protection certificates) in relation to any such rights.

“**Software**” means (a) any computer program in any form made available by us, including the source code, object code, all other works or materials recorded or embodied in Unify, including the visual content in any screen displays in the Unify user interface, and (b) any modified versions and copies of, and upgrades, updates, and additions to such information provided by us at any time to the extent not provided under separate terms (collectively “**Updates**”).

“Unify” means the Microsoft Azure cloud-based application Software provided by the Licensor under a Commercial Contract.

1. LICENSE

1.1 Subject to your continuous compliance with this License and also having access to the internet in order to login to Unify, we grant you a non-exclusive, non-transferable, and perpetual licence to use Unify and the Documentation. The License granted herein may be supplemented by additional services, including ongoing maintenance, as stated in the Commercial Contract.

1.2 You may:

- (a) download, install and/or use Unify only as permitted by this License, in a manner consistent with its design and/or Documentation and under any specifications agreed in the Commercial Contract or Quote, including any limitations around **purpose** and number of concurrent **users**;
- (b) receive and implement any Update of Unify incorporating “patches” and corrections of errors as may be provided by us from time to time; and
- (c) use any Documentation as set out in the Commercial Contract and only make a copy of the Documentation in order to use Unify or as strictly necessary by law.

2. RESTRICTIONS

2.1 Except as expressly set out in this Licence, you undertake:

- (a) not to sub-license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit or make available all or any portion of Unify and/or the Documentation to any party outside the scope of this License;
- (b) not to access or use all or any part of Unify and/or Documentation to build a product or service which competes with us;
- (c) not to use Unify and/or any Documentation to provide services to any party outside of the scope of this License;
- (d) not to make alterations to, or modifications of, the whole or any part of Unify, nor permit Unify or any part of it to be combined with, or become incorporated in, any other programs, except as necessary to use Unify as permitted under a Commercial Contract;
- (e) not to disassemble, decompile, reverse-engineer, decode or create derivative works based on the whole or any part of Unify;
- (f) to supervise and control use of Unify and ensure that Unify is used by your employees and any third-party acting on your instructions in accordance with the terms of this Licence;
- (g) not to disclose to any third party any user identification code, password or information part of security procedures applicable to Unify or the operating system required to run it;
- (h) to copy the Documentation only where such copying is incidental to normal use of Unify, or where it is necessary for the purpose of back-up or operational security, or as required by law.

3. INTELLECTUAL PROPERTY RIGHTS

3.1 You acknowledge that:

- (a) all Intellectual Property rights in Unify and the Documentation, and any authorised copy anywhere in the world belong to us and shall remain our sole property;
- (b) rights in Unify are **licensed** not sold to you, and you have no rights in, or to, Unify or the Documentation other than the right to use them in accordance with the terms of this Licence;
- (c) any Intellectual Property rights owned by you prior to the commencement of this License remains your sole property. You grant us a non-exclusive, non-transferable perpetual royalty-free license to display and reproduce any of your Intellectual Property rights as required to perform our obligations under this License and any applicable Commercial Contract.

3.2 You warrant that you will:

- (a) only make the licensed Intellectual Property rights available to users as agreed in the Commercial Contract or Quote;
- (b) seek permission from us if you wish to use the Intellectual Property rights for any purpose other than those in the Commercial Contract or Quote; and
- (c) notify us as soon as you become aware of any unauthorised access or use of Unify; and
- (d) indemnify us against all liabilities, costs, expenses and damages we incur or suffer from any actual or alleged infringement of our Intellectual Property rights arising out of or in connection with your use of Unify.

4. LIMITED WARRANTY

4.1 We warrant that:

- (a) Unify will, when properly used and on an operating system for which it was designed, perform substantially in accordance with the functions described in the Documentation and/or the Commercial Contract or Quote; and
- (b) that the Documentation correctly describe the operation of Unify in all material respects,

for a period of 90 days from the date of your first access to Unify ("**Warranty Period**"), unless otherwise agreed between us in a Commercial Contract.

4.2 If, within the Warranty Period, you notify us in writing of any defect or fault in Unify as a result of which it fails to perform substantially in accordance with the Documentation, we will, at our sole option, either repair or replace Unify, provided that you make available all the information that may be necessary to help us to remedy the defect or fault, including sufficient information to enable us to recreate the defect or fault.

4.3 No warranty or any other maintenance or support obligation will apply where the defect or fault in Unify results from:

- (a) you having used, altered or modified Unify in breach of the terms of this Licence;

- (b) damage to Unify from whatever cause other than any act or omission by us, including failure or fluctuation of electrical power;
- (c) relocation or installation of Unify by any person other than us;
- (d) operator error (including Microsoft failure).

5. LIMITATION OF LIABILITY

- 5.1 We shall not in any circumstances be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence for:
- (a) loss or interruption of profits, sales, business, or revenue, anticipated savings;
 - (b) loss or corruption of data or information;
 - (c) loss of business opportunity, goodwill or reputation;
 - (d) any special, indirect or consequential loss, damage, charges or expenses.
- 5.2 Other than the losses set out in clause 5.1, our maximum liability shall not exceed the value of the services provided under the Commercial Contract or Quote over the last 12 months.
- 5.3 Except as expressly stated in this Licence, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us.
- 5.4 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.
- 5.5 You may access third party applications through the use of Unify. These third party applications are not under our control and we are not responsible for the performance of any third party applications.

6. DURATION AND TERMINATION

- 6.1 This License shall continue after termination of the Commercial Contract or Quote unless you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within calendar 15 days after we serve you a written notice requiring to do so.
- 6.2 On termination:
- (a) all rights granted to you under this Licence shall cease;
 - (b) you must immediately cease all activities authorised by this Licence; and
 - (c) you must immediately and permanently delete or remove Unify from all computer equipment in your possession, and immediately destroy or return to us (at our option) all copies of Unify and Documentation then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

7. PRIVACY AND DATA PROTECTION

- 7.1 We only use any personal data we collect through your use of Unify as set out in our [Privacy Policy](#) or any applicable Commercial Contract.
- 7.2 You acknowledge that internet transmissions are never completely private or secure and that any information you share using Unify may be intercepted by others.

7.3 By accessing Unify, you agree to us collecting and using technical information to provide and improve any services to you.

8. AUDIT

8.1 You shall allow us to access any of your personnel, system and records and those of any sub-contractors as may be reasonable required to:

- (a) fulfil any legally enforceable request by a regulatory authority;
- (b) audit and take copies of records as necessary to verify your compliance with the terms and conditions of this License; and
- (c) verify that Unify is being used in accordance with this License.

8.2 We will provide at least 5 calendar days' notice of our intention to conduct an audit unless such audit is conducted in respect of a suspected fraud, in which event no notice is required.

9. UPDATES TO THIS LICENSE

9.1 We may update the terms of this Licence at any time, with exception to the nature of the license stated in 1.1. Any changes to the nature of the EULA, stated in 1.1 must be agreed by both parties.

9.2 Your continued use of Unify and the Documentation 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 Unify.

10. FORCE MAJEURE

10.1 We will not be in breach of this License nor liable for delay in performing or failure to perform any of our obligations under this License if such delay or failure results from events, circumstances or any other causes beyond our reasonable control, including without limitation failure of public or private telecommunications networks.

10.2 In such a case:

- (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 event outside our control; and
- (b) we will use our reasonable endeavours to find a solution by which our obligations under this Licence may be performed despite the event being outside our control.

11. OTHER IMPORTANT TERMS

11.1 We may transfer our rights and obligations under this Licence to another organisation, but this will not affect your rights or our obligations under this Licence.

11.2 You may only transfer your rights or your obligations under this Licence to another person if we strictly provide written confirmation.

11.3 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.

11.4 This Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both irrevocably agree to the exclusive jurisdiction of the courts of England and Wales.