

Terms and Conditions

Software Subscription through G-Cloud 15

This document captures Thula's (the provider) standard terms and conditions for software subscription.

The standard terms and conditions are summarised below, followed by a sample EULA document. Detailed terms will be provided upon contractual engagement.

1. Nature of Agreement

Your subscription licence is governed by a EULA. The EULA is a legally binding contract that grants you the right to use the software under specific conditions. It does not transfer ownership; all intellectual property remains with the provider. By accepting, you agree to comply with all stated terms.

2. Scope of Licence

The subscription licence defines how and where you can use the software, including limits on usage volume, and geography. Activities such as reverse engineering, redistribution, or modification are strictly prohibited. Any use outside the defined scope may result in termination.

3. Associated Documents

The EULA references additional documents like Software Licence Terms, Support & Maintenance Terms, and Data Processing Agreements. These govern aspects such as minimum term, warranties, liabilities, IPR, technical support, data handling, and compliance obligations. Together, they form the complete contractual framework.

4. Fees & Payment

You are required to pay an annual subscription fee as outlined in the associated price list. Payment terms and invoicing schedules are clearly defined in the agreement. The Support & Maintenance terms outline what is included and excluded in the subscription. Additional services will incur extra charges.

5. Support & Maintenance

Third line technical support is included in the subscription, covering error resolution and updates. Service levels vary depending on priorities. Maintenance terms outline how and when fixes or patches will be implemented. It is assumed that 1st and 2nd line support sit with customer.

6. Updates & Amendments

The provider reserves the right to update the software and amend terms periodically. Notifications on changes are sent, and continued use of the software implies acceptance of these changes. It is your responsibility to review updates to remain compliant.

7. Term and Termination

The agreement specifies a minimum term of 3-year subscription and a 1 year renewal period unless terminated. Either party may terminate for breach, insolvency, or force majeure, and termination does not typically entitle you to refunds unless stated. Upon termination, you must stop using the software.

8. Intellectual Property

All software code, design, and documentation, including training toolkits and video packages, remain the exclusive property of the provider. Protecting these rights is a core condition of the licence.

9. Warranty & Liability

The provider offers a limited warranty, covering error resolution within a defined period. Liability is capped, and consequential damages such as lost profits are excluded. This ensures risk is managed for both parties.

10. Governing Law & Dispute Resolution

The EULA and any dispute or claim arising out of or in connection with it is governed by, and construed in accordance with the laws of England and Wales.

THULA END USER LICENSE AGREEMENT (EULA)



This End User License Agreement (“EULA”) is a legal and binding agreement between

Thula – Nordic Source Solutions ehf (“**Thula**”)
and **Customer name** (“**End User**”)

whereby End User, as a customer of Thula, acquires an end user license, to use the Software Product specified in the Addendum to this EULA.

This EULA consists of:

- this End User License Agreement,
- the Thula EULA Addendum – Software Product specific supplement,
- the then current standard Thula Software License Terms (“SLT’s”), *provided however* that for the purposes of this EULA, “Thula” shall act as the direct Software Supplier of the Software Product,
- the then current standard Thula Support and Maintenance Terms (SMT’s), with Addendum 1 (SLA terms); and
- the then-current Thula Price List.
- the then current standard Thula Data Processing Terms (DPT’s).

By signing this Agreement, or installing, having installed, or using the Software Product, End User accepts all the terms listed. If End User does not accept them, End User shall not install, have installed or use the Software Product. By complying with these license terms, End User has the rights and obligations granted by the said terms above and those described below.

1. DEFINITIONS

Terms defined in this Article 1, and parenthetically elsewhere, shall throughout the EULA have the meanings here and there provided. Defined terms may be used in the singular or plural. Any terms not defined herein shall have the same meaning as in the SLT.

- 1.1 “**Agreement**” shall mean this End User License Agreement, the Software Product specific addendum to the End User License Agreement, the Price List and Terms (Data Processing Terms, Software Licence Terms and Support and Maintenance Terms and addendum thereto) as amended from time to time, and any and all other written documents which are mutually agreed to and signed by the Parties.

2. FEES, COSTS AND PAYMENT

- 2.1 Subscription Fee. End User shall pay a subscription fee in accordance with the Thula Price List for each licenced Software Product module, and basic support and maintenance.
- 2.2 Orders. The End User shall place orders with Thula for the applicable Software Product modules and/or changes in usage of existing Software Product modules. No order shall be considered final until approved and accepted by a duly authorized employee of Thula. Each licensed Software Product module shall be listed in the Addendum to this EULA, and any changes to the list of licensed Software Product modules shall be signed by both Parties.

- 2.3 Costs of Additional Support and Services. End User may request additional support and/or services, as further defined in the Support and Maintenance Terms, according to prices and terms for such service listed in the Thula Price List.

3. SERVICES PROVIDED BY THULA

- 3.1 Delivery of a Software Product. Thula will deliver each ordered Software Product module ready to be deployed at End User's Operational Environment (defined in the Support and Maintenance Terms) in accordance with a delivery schedule agreed to in writing between the Parties. End User shall provide all necessary facilities, assistance and information reasonably required by Thula.
- 3.2 Support and Maintenance Services. Thula will provide certain support and maintenance services under this Agreement, which are set forth in the Support and Maintenance Terms.

4. ADDITIONAL TERMS

- 4.1 Warranty and Liability (see further the Thula SLT and SMTs):
- 4.2 Consumer Rights. The terms of this Agreement do not exclude or restrict liability to consumers if not permitted by local law. If liability may not be excluded, then to the maximum extent permitted by law, consumers remedies are limited to the following at Thula's option:
- 4.2.1 in the case of services being provided by Thula, Thula may either supply the services again or pay the cost of having the services supplied again;
and
- 4.2.2 in the case of goods, including the Software Product and Software Product Documentation, to either: (i) replace the goods, including the Software Product and Software Product Documentation; (ii) correct the defects in the goods, including the Software Product and Software Product Documentation; or (iii) pay the cost of replacing or repairing the goods, including the Software Product and Software Product Documentation, or acquiring equivalent replacement goods; and if none of the aforementioned options are feasible, to terminate the Agreement upon written notice to the End User.
- 4.3 Force Majeure – Release from Responsibility. Neither party shall be liable for failure to perform their obligations under this Agreement, when such failure is due to force majeure or any other cause beyond the reasonable control of the parties. In the event that this Agreement cannot be performed, or its obligations fulfilled for any reason beyond the reasonable control of the defaulting party for a continuous period of thirty (30) days, then the other party may, at its discretion, terminate this Agreement by notice in writing at the end of that period.

5. MISCELLANEOUS

- 5.1 Payment of Cost. Except as otherwise provided herein, each party hereto shall bear all of their respective internal cost associated with the performance of their duties under this Agreement.

6. NOTICES

- 6.1 All notices contemplated herein shall be sent in writing and delivered by hand or sent in writing and delivered via recorded mail, return receipt required, addressed to the other party's Contract Administrator as defined in this Agreement, or as the same may be changed from time to time by notice similarly given by either party, or by first class post.

Thula Contract Administrator:	<i>Gardar Birgisson, gardar@thula.is</i>
End User Contract Administrator:	NN

- 6.2 The Technical Administrators may clarify, explain, provide further details, handle necessary technical matters, implement technical aspects, but shall have no authority to affect or change any of the terms and conditions of this Agreement.

Thula Technical Administrator:	<i>Vidar Juliusson, vidar@thula.is</i>
End User Technical Administrator:	NN

- 6.3 All matters and communications related to data protection shall be between Thula's Service Manager and End User's Data Protection Officer.

Thula Service Manager:	<i>Vidar Juliusson, vidar@thula.is</i>
End User Data Protection Officer:	NN

- 6.4 Notices are deemed served within 2 days of posting if sent by first class post, on confirmation of delivery (if sent by recorded post) or, if delivered by hand, when so delivered.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the later date below written.

Software Licensor	End User
Thula ehf. Glerargata 28 600 Akureyri, ICELAND	NN
Company Registration No.: 660588-1089	Company Registration No.: NN
Signature:	Signature:
Name: Magnús Kristjánsson	Name:
Title: CEO	Title:
Date:	Date: