

## END USER LICENCE TERMS

This End User Licence Agreement (EULA) sets out the terms and conditions which govern the use of the Cantabular Software. By installing or using the Software, you accept the terms and conditions set out in this Agreement. If you do not wish to be bound by the terms and conditions of this Agreement, you must cease use of the Software.

### 1. Definitions

1.1 For the purposes of this Agreement, the following terms shall have the following meaning:

- a) **Cantabular Ltd** means the Cantabular Ltd, a company incorporated in England and Wales under Company registration number 06979284
- b) **Agreement** means (a) this EULA; or (b) where this EULA forms part of a larger contract between the parties, means this EULA together with any other documents forming part of the larger contract between the parties.
- c) **Commencement Date** means the earlier of the date that: (a) you accept the terms and conditions set out in this EULA; or (b) you install or use the Software.
- d) **Documentation** shall mean the user manual(s) related to the Software enabling a user to operate the functions of such Software.
- e) **Intellectual Property** means all intellectual property of any description including but not limited to patents, copyrights, trade marks, design rights (registered or unregistered), database rights and rights in respect of confidential information, and including (where applicable) applications for, and the right to apply for, any of the foregoing.
- f) **Object Code** shall mean computer programming code which is directly executable by a computer after suitable processing but without the intervening steps of compilation or assembly.
- g) **Party** shall mean either you or Cantabular Ltd; and **"Parties"** shall mean both you and Cantabular Ltd.
- h) **Software** shall mean the software programs in Object Code format as provided or made available to you, directly or indirectly, by Cantabular Ltd, including any updates or upgrades to such software programs as may be provided or made available to you from time to time.

1.2 In the event of any conflict or inconsistency between the terms of this EULA and the terms of any other documents that form part of the Agreement, the terms of this EULA shall prevail.

### 2. Licence Grant

2.1 Cantabular hereby grants to you, and you hereby accept, subject to the provisions of this EULA, a non-exclusive, non-transferable licence to use the Software and the Documentation for your own internal purposes, which shall, for the avoidance of doubt, include the right for your customers to use the Software as part of the services provided by you (but not as a stand-alone product).

2.2 Except to the extent, and only to the extent, permitted by applicable mandatory law, you agree:

- a) not to copy the Software (other than for normal system operation or to make a reasonable number of back-up copies);
- b) not to translate, adapt, vary, or modify the Software or the Documentation;
- c) not to disassemble, decompile or reverse engineer the Software;
- d) to maintain accurate and up-to-date records for agreed data volume and to provide such information to Cantabular on request from time to time;
- e) to install, or permit the installation of, any update promptly upon receipt, or release, of any such update; and
- f) to reproduce and include the copyright notice of Cantabular Ltd and/or any relevant third parties, on all and any copies, whether in whole or in part, in any form, including partial copies of the Software and/or Documentation; and
- g) to use the Software in accordance with all applicable laws, rules and regulations, including without limitation any relevant export laws and regulations (including those of the United Kingdom and the European Union).

2.3 You agree not to provide, disclose, or otherwise make available the Software (or any part thereof) to any person except as may be permitted by, and in accordance with, the express provisions of this EULA.

2.4 No licences are granted to the Software or the Documentation other than those expressly set out in this EULA.

### **3. Documentation**

3.1 All Documentation is provided in the English language. You are not permitted to copy, edit, modify, adapt, translate, reproduce, distribute, transfer, lend, sell, charge, pledge, sub-licence, assign or otherwise transfer or disclose the Documentation (or any part thereof) without Cantabular Ltd' prior written consent.

### **4. Intellectual Property**

4.1 You acknowledge that any and all of the copyright, trademarks and other Intellectual Property rights subsisting in or used in connection with the Software and the Documentation are and shall remain the property of Cantabular Ltd and/or Cantabular Ltd' licensors.

### **5. Warranty**

5.1 You acknowledge that software in general is not error-free and agree that the existence of such errors shall not constitute a breach of this EULA.

5.2 In the event that you discover a material error which substantially affects your use of the Software and you notify Cantabular Ltd of such material error within sixty (60) calendar days of the Commencement Date, Cantabular Ltd shall at its sole option either refund the fees paid by you in respect of the affected Software or use all reasonable endeavours to correct, by patch or new release (at its option), that part of the Software which does not so comply.

5.3 You acknowledge that you are aware that additional maintenance & support services can be purchased from Cantabular Ltd.

5.4 Cantabular Ltd' obligations under clause 5.2 are excluded in the following circumstances:

- a) following wilful damage to the Software or negligence in its use, or where the Software has not been used, maintained and stored in accordance with the Documentation and any instructions or recommendations given by Cantabular Ltd;
- b) where the problem arises from software not supplied by Cantabular Ltd;
- c) where the Software is used on equipment other than the hardware on which it was installed (or such other system as approved in writing by Cantabular Ltd) and used other than in the correct configuration;
- d) following any unauthorised use of or modification to the Software other than by Cantabular Ltd or with The Cantabular Ltd' written consent.

5.5 Although Cantabular Ltd does not warrant that the Software supplied hereunder shall be free from all known viruses, Cantabular Ltd does warrant that it has used commercially reasonable efforts to check for the most commonly known viruses prior to distribution.

5.6 Where a defect in the Software is found upon investigation not to be Cantabular Ltd' responsibility, Cantabular Ltd reserves the right to charge you on a time and materials basis at Cantabular Ltd' then current rates for all time, costs and expenses incurred by Cantabular Ltd in consequence of such investigation.

5.7 The express undertakings and warranties given by Cantabular Ltd in this EULA are in Lieu of all other warranties, conditions, terms, undertakings and obligations, whether express (including set out elsewhere in this Agreement) or implied by statute, common law, custom, trade usage, course of dealing or in any other way, including without limitation, any implied warranty of satisfactory quality or fitness for a particular purpose. All of these are excluded to the fullest extent permitted by law. Without limiting the foregoing, Cantabular Ltd gives no warranty that the Software will meet any particular requirements, that the use of the Software will be uninterrupted, or that errors and/or defects can or will be corrected.

### **6. Confidential Information**

6.1 All information, data, drawings, specifications, documentation, software listings, source or object code which Cantabular Ltd may have imparted and may from time to time impart to you relating to the Software (other than the ideas and principles which underlie the Software) is proprietary and confidential. You hereby agree that you shall use the same solely in accordance with the provisions of this EULA and that you shall not at any time during or

after expiry or termination of this Agreement, disclose the same, whether directly or indirectly, to any third-party without Cantabular Ltd' prior written consent.

- 6.2 The foregoing provisions shall not prevent the disclosure or use by you of any information which is or hereafter, through no fault of yours, becomes public knowledge or to the extent permitted by law.

## **7. Liability**

- 7.1 The cumulative maximum liability of Cantabular Ltd to you under or in connection with the Agreement, irrespective of the basis of claim, and notwithstanding any other provisions of the Agreement, shall be limited in accordance with the provisions of this Clause 7.
- 7.2 The Cantabular Ltd does not seek to exclude or limit liability where such exclusion or limitation is precluded by applicable law including without limitation, liability in respect of: (a) death or personal injury resulting from a Party's negligence; or (b) fraud.
- 7.3 Without prejudice to Clause 7.2 but subject to the provisions of the rest of this Clause 7 the cumulative liability of Cantabular Ltd in respect of all claims made in respect of or in connection with this Agreement, including claims arising in contract, tort (including without limitation, negligence), breach of statutory duty or arising in any other way out of the subject matter of this Agreement, shall not exceed a sum equal to the sum actually paid by you for the Software in the previous 12 months.
- 7.4 Without prejudice to Clause 7.2, Cantabular Ltd shall not be liable for any type of special, indirect or consequential loss, for any loss of profit or anticipated saving, lost, incorrect or spoiled data, loss of use, loss of contracts with Third Parties, loss of business or loss of goodwill even if such loss was reasonably foreseeable or Cantabular Ltd had been advised of the possibility of the same arising.