



JIGSAW24

End user licence
agreement for Patch24

Definitions

Agreement	The End User Licensing Agreement (EULA) between the Licensee (you) and Jigsaw24 (Licensor) governing the use of the Patch24 software.
Licensor	Jigsaw24, the company granting the licence to use Patch24.
Licensee	The individual or entity who is granted the right to use Patch24 under this Agreement.
Software	Patch24, including the local agent installed on macOS devices and the management portal.
Device	Any macOS hardware on which the Patch24 software is installed or used.
Licence Bundle	A predefined set of licences sold together, each covering the installation of Patch24 on a single device.
Standard Business Hours	Refers to the period during which the Supplier provides regular support and service availability
Service Level	Refers to a defined and measurable standard of performance applicable to the Services provided by the Licensor
Heartbeat Data	An electronic signal sent from devices with Patch24 installed, used to monitor how many devices have the software for licence compliance purposes.
Approved Applications	macOS applications that have been tested and approved by Jigsaw24 for patch management through Patch24.
Smoke Testing	A preliminary test conducted by Jigsaw24 to verify the basic functionality and stability of updates to Approved Applications. This aims to identify critical failures that would prevent the application from launching or performing its core functions, but does not include full regression or compatibility testing.
Application Catalogue	The list of macOS applications currently supported and approved for patch management by Patch24.
Update	Any bug fix, patch, error correction, or change to the Software provided by Jigsaw24.
Support Services	Technical assistance, usage guidance, bug fixes, and patches provided by Jigsaw24 as described in the EULA and on the product documentation site.
Data Hosting	The storage of data relevant to Patch24 services within data centres located in the United Kingdom and the European Union.
Data Protection and Compliance	Jigsaw24's commitment to comply with applicable data protection laws, including GDPR, for data hosted within the EU.
Confidential Information	All information marked or designated as confidential, or that should be considered confidential due to its nature, obtained in connection with this Agreement.
Term	The period during which the Licensee is entitled to use Patch24, beginning upon installation or acceptance and continuing for the purchased duration, with automatic renewal unless terminated as described in the EULA.
Professional Services Agreement	A separate agreement that may be required for continuous or expert support beyond standard product assistance, potentially subject to additional fees.

End user licence agreement for Patch24

IMPORTANT - READ CAREFULLY: This End User Licensing Agreement ("Agreement") is a legal agreement between you ("Licensee") and Jigsaw24 ("Licensor") for the use of the Patch24 software, including the local agent installed on macOS devices and the management portal ("Software"). By installing, accessing, or using the Software, you agree to be bound by the terms of this Agreement.

1. **GRANT OF LICENCE.** Jigsaw24 grants you a revocable, non-exclusive, non-transferable, limited license to use the Patch24 in accordance with the terms of this Agreement. You do not acquire any ownership rights in Patch24, including all intellectual property rights therein (such as copyrights, patents, trademarks, and trade secrets), will remain the sole and exclusive property of Jigsaw24.
2. **LICENSING ALLOCATIONS & SCOPE.** The Software is licensed on a per-device basis. You must obtain a valid licence for each device on which the Software is installed or used. Licences are sold in predefined bundles, and any use beyond the number of devices covered by your current bundle will require the purchase of additional licence bundles. It is your responsibility to ensure that your usage remains within the scope of your licensed entitlement.

Jigsaw24 gathers heartbeat data from devices with the Software installed for the purposes of monitoring usage against license agreements.

3. **USE OF SOFTWARE.** You are authorised to use the Software for the purposes of application patch management, hardware and software inventory review, patch status verification, update initiation, policy setting for updates, and monitoring overall estate patch version details.
4. **RESTRICTIONS.** You shall not:
 - Modify, adapt, translate, reverse engineer, decompile, or disassemble the Software.
 - Rent, lease, loan, resell, sublicense, or distribute the Software.
 - Use the Software to perform any illegal activities.
5. **SUPPORT SERVICES.** Jigsaw24 will provide you with support services, including technical assistance, usage guidance, bug fixes, and patches, for the duration of the Term, in accordance with the Service Levels documented on Jigsaw24's Product documentation site. As a condition of receiving support, you must first consult the documentation before logging an issue. <https://docs.jigsaw24.com/Patch24/>

If the issue remains unresolved after reasonable efforts to self-diagnose using the documentation, you may then submit a support request via Jigsaw24's online support portal.

If you require continuous or ongoing support beyond standard product assistance, verified not to be bug or issue, or if you need expert guidance in applying the documented procedures, Jigsaw24 reserves the right to offer such services under a separate professional services agreement, which may be subject to additional fees.

6. **UPDATES PATCH24 AGENT.** Jigsaw24 may from time to time in its sole discretion develop and provide bug fixes, patches error corrections and/or changes to the version of the Software ("Updates"). Updates may modify or delete certain features and functionality. You agree that Jigsaw24 has no obligation to provide any Updates or to continue to provide or enable any features or functionality. However, should Jigsaw24 provide you with an Update you agree to download and install such Update as and when released, at any time during the Term of this Agreement, this will be facilitated by Patch24 and treated as a standard application. Failure to install any Update(s) may render the support services null and void. Further information relating to supported versions can be found on our documentation site.
7. **APPROVED APPLICATION PATCHES.** Jigsaw24 shall monitor vendor releases and conduct preliminary testing (smoke testing) to verify the basic functionality and stability of applicable updates to Approved Applications in a controlled test environment before making them available through the Service. Smoke testing aims to identify critical failures that would prevent the application from launching or performing its core functions but does not include full regression or compatibility testing.

The Customer acknowledges and agrees that Jigsaw24 shall not be liable for any operational issues, data loss, or incompatibilities that may arise in the Customer's environment following the application of vendor-provided updates, including but not limited to issues affecting the

Customer's application estate. It is the Customer's sole responsibility to perform further application functionality testing within their environment, at their discretion, to ensure compatibility and stability.

8. APPLICATION CATALOGUE REQUESTS. Customers may request the inclusion of additional macOS applications not currently listed in the Approved Applications catalogue.

All such requests shall be subject to assessment of the technical feasibility, security implications, and compatibility with the Service. A policy relating to software additions to the catalogue is outlined on the product documentation site.

9. DATA USAGE. The Software collects information regarding installed applications, patching status, and hardware inventory for the purpose of providing Software functionality.
10. DATA HOSTING. Jigsaw24 shall host the portal and data relevant to the services outlined in this Agreement within datacentres located in the United Kingdom and the European Union.
11. DATA PROTECTION AND COMPLIANCE. Jigsaw24 is committed to complying with all applicable data protection laws and regulations, including the General Data Protection Regulation (GDPR) for data hosted within the European Union. By using the Software, you acknowledge and agree that your data may be processed and stored in these locations.
12. DATA SECURITY. Jigsaw24 shall implement appropriate technical and organisational measures to ensure the security of the data hosted within the UK and EU datacentres, protecting it against unauthorised access, loss, or destruction.
13. DATA TRANSFER. Jigsaw24 shall not transfer your data outside the European Economic Area (EEA) without your prior consent and without ensuring that adequate safeguards are in place to protect the data in compliance with applicable data protection laws.
14. TERM AND TERMINATION. The term of this Agreement will begin when you download and install or otherwise begin using the Software and/or otherwise acknowledge your acceptance and will continue in full force and effect for the time-limited duration for which you have purchased a licence right to use ("Term"). Thereafter the Term shall renew automatically for further periods of twelve (12) months at the then current list price unless terminated by either Party giving the other Party not less than thirty (30) days prior written notice. Such notice to take effect at the end of the initial time-limited duration or the then current renewal period as applicable.
- Jigsaw24 may, at its discretion, terminate or suspend this Agreement and your licence, access, or use of all or any portion of the Software with reasonable notice, including where Jigsaw24 determines that continued access would pose a risk to compliance with applicable laws or to the security of the Software, data, or services. Jigsaw24 is entitled to seek injunctive relief if your use of the Software violates any restrictions set forth in this Agreement or applicable law. This Agreement will terminate automatically at the end of the specified duration or earlier if you fail to comply with any of its terms and conditions. In the event that a vendor software update, bug, or software change renders the Software unsupported, Jigsaw24 will provide you with no less than 30 working days' notice before terminating this Agreement. Upon termination, you must cease all use of the Software and destroy all copies in your possession.
15. SUSPENSION FOR NON-PAYMENT. Jigsaw24 reserves the right to suspend your access to the Software, management portal, and related services, either temporarily or permanently, if you fail to pay any fees due under this Agreement. Access may be restored upon receipt of all outstanding payments, subject to Jigsaw24's discretion.
16. REFUNDS. Except as required by applicable law, all fees paid for the Software are non-refundable once the Software has been activated or downloaded. No refunds will be issued after activation or download, regardless of usage.
17. SEVERABILITY. If any part, term or provision of this Licence, not being of a fundamental nature, is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Licence shall not be affected.
18. CHANGES TO THIS AGREEMENT. Jigsaw24 reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at the sole discretion of Jigsaw24. By continuing to access or use the Application

after any revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, You are no longer authorized to use the Application.

19. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of England and Wales.
20. **DISCLAIMER OF WARRANTIES.** THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.
21. **LIMITATION OF LIABILITY.** BOTH PARTIES ACCEPT UNLIMITED LIABILITY FOR: DEATH OR PERSONAL INJURY CAUSED BY ITS GROSS NEGLIGENCE; FRAUD OR FRAUDULENT MISREPRESENTATION; OR ANY OTHER ACT OR OMISSION FOR WHICH LIABILITY CANNOT BE LIMITED BY LAW. COMPANY SHALL NOT BE LIABLE FOR ANY COSTS, EXPENSES, DAMAGES AND LOSSES SUFFERED OR INCURRED BY YOU ARISING OUT OF OR IN CONNECTION WITH ANY FRAUDULENT, NEGLIGENT OR UNAUTHORISED USE OF THE SOFTWARE OR SERVICE BY YOU, YOUR OFFICERS, AGENTS OR EMPLOYEES OR ANY THIRD PARTY ACTING ON YOUR BEHALF. SUBJECT TO THE ABOVE, JIGSAW24'S LIABILITY IN RESPECT OF ANY CLAIMS, DEMANDS, DAMAGES, COSTS (INCLUDING LEGAL COSTS) AND EXPENSES RESULTING FROM ANY TORTIOUS ACT OR OMISSION AND/OR BREACH OF THESE TERMS AND CONDITIONS SHALL NOT EXCEED AN AMOUNT EQUAL TO 125% OF THE TOTAL AMOUNT PAID OR PAYABLE IN RESPECT OF THE SOFTWARE LICENCE IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. COMPANY SHALL NOT BE LIABLE FOR ANY ADDITIONAL OR ASSOCIATED COSTS INCURRED IN OPERATING THE SOFTWARE, INCLUDING BUT NOT LIMITED TO HARDWARE, SOFTWARE, CLOUD SERVICES, SIEM INTEGRATIONS, OR DATA STORAGE. COMPANY SHALL NOT BE LIABLE FOR THE LOSS OF ANY ANTICIPATED SAVINGS, PROFITS OR SALES EXPECTED OUT OF THE USE OF THE SOFTWARE BY YOU. COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, OR BUSINESS INTERRUPTION, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. JIGSAW24 SHALL NOT BE LIABLE FOR ANY DAMAGES OR CLAIMS RESULTING FROM MALICIOUS OR ACCIDENTAL MISUSE OF THE SOFTWARE.
22. **INDEMNITY.** You will, to the fullest extent permitted by law, indemnify Jigsaw24, and its officers, directors, shareholders, employees and agents and their respective successors and assigns (collectively, the "Indemnified Parties") against and hold the Indemnified Parties harmless from any and all claims, losses, liabilities, damages, judgments, awards, settlements, costs and expenses, including reasonable legal fees in connection with investigating, defending or settling any claim relating to or arising out of any breach by you of this Agreement, your implementation or use of the Software in a way that infringes or misappropriates any third party's Intellectual Property Rights or violates applicable law or any acts or omissions on the part of you which gives rise to claims against the Indemnified Parties.
23. **EXPORT RESTRICTIONS.** You acknowledge that the Software may be subject to export control laws and regulations. You will not, directly or indirectly, export, re-export or release the Software or make the Software accessible from any jurisdiction or country to which export, re-export or release is prohibited by law or regulation.
24. **CONFIDENTIALITY.** For the purpose of this clause "Confidential Information" means all information which is marked or designated as confidential or should otherwise be considered confidential due to its nature. You acknowledge that you may obtain Confidential Information belonging to Jigsaw24 in connection with this Agreement. You shall not access or use, or permit the access or use of any Company Confidential Information other than is necessary to perform or exercise your rights hereunder. You may not knowingly disclose, or permit to be disclosed, Company Confidential Information to any third party without Jigsaw24's prior written consent, except that you may disclose the Confidential Information solely to your employees, officers, directors, consultants, contractors, agents or advisors who have a need to know strictly for the purpose of fulfilling your obligations under this Agreement. The foregoing will not apply to any information that: (i) was or becomes generally known by the public; (ii) was known to you without restriction on disclosure, prior to disclosure; (iii) was lawfully disclosed by a third party to you without restriction; or (iv) is expressly permitted to be disclosed pursuant to the terms of this Agreement.
25. **PRIVACY.** Information collected by Jigsaw24 about you is generally governed by Jigsaw24's privacy policy, which can be viewed at <https://www.jigsaw24.com/privacy-notice>.

26. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of England and Wales and the Parties hereby submit to the jurisdiction of the English courts.
27. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between you and Company with respect to the Software and supersedes all prior or contemporaneous communications and proposals, whether oral or written, between you and Company regarding the Software.
28. **ASSIGNMENT.** You may not assign this Agreement or otherwise transfer any rights or obligations under this Agreement, without the prior written consent of Jigsaw24.
29. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.
30. **ACKNOWLEDGEMENT.** BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND ACCEPT THE TERMS OF THIS AGREEMENT.