



SYNTASSO KRATIX ENTERPRISE SOFTWARE LICENCE TERMS

1. LICENSED SOFTWARE ACCESS AND USAGE

- 1.1 Subject to the terms of the Agreement, we grant to you a limited, non-transferable, non-exclusive licence, without right of sublicense, for the applicable Subscription Term to install and execute the Licensed Software on Customer Computers in executable code form for internal use by you solely for the Permitted Use.
- 1.2 You will control access to and use of the Licensed Software by your users and shall be responsible for any use of the Licensed Software by them; and be responsible for, and ensure you have the right to enter, any data and content into the Licensed Software.
- 1.3 You will not, and will not permit any third party to display, sell, rent, lease, licence, sublicense, loan, lend, assign, publish, transfer, distribute or otherwise make available to any third party all or any portion of the Licensed Software. You will not allow installation of the Licensed Software on any computer other than a Customer Computer. You will notify us without undue delay if you reasonably suspect or become aware of any unauthorised use or disclosure of the whole or part of the Licensed Software.
- 1.4 You will not, and will not permit any third party to: (i) prevent, modify, interfere with, amend or block any feature or functionality of the Licensed Software (including, for example, any functionality of the Licensed Software that allows it to contact us to provide us with information regarding your use of the Licensed Software); (ii) alter or modify, frame or mirror the whole or any part of the Licensed Software in any way whatsoever; (iii) disassemble, decompile, or reverse engineer the Licensed Software; (iv) create any derivative works of the Licensed Software (in whole or in part); (v) send or store Malicious Code; (vi) use or permit others to use the Licensed Software in violation of applicable law; (vii) transmit or generate any content or data that is unlawful or infringes any Intellectual Property Rights or use the Licensed Software for any unlawful purpose; (viii) work around any technical limitations in the Licensed Software; (ix) use Third Party Software other than in accordance with the use rights that you have to the Licensed Software; or (x) use the Licensed Software (or any part of it), Supplier's Confidential Information or any Supplier Intellectual Property Rights in order to build or offer a product or service (either for internal use or otherwise) which competes with, or provides the same or similar features, functionality or graphics of, the Licensed Software or otherwise use or copy any features, functions or graphics of the Licensed Software (or any part of it) or any Supplier Intellectual Property Rights.
- 1.5 During the Subscription Term and for twelve (12) months thereafter, and no more than once per year (unless we reasonably suspect you are in breach of any term of the Agreement), we may ask you to complete a self-audit process to confirm compliance with the Agreement. You must promptly provide any information and documents that we reasonably request related to the verification. If there is a material discrepancy showing that you have not complied with the Agreement, or you do not reasonably cooperate with such audit, you agree to allow us and/or our appointed accountancy or consultancy firm ("**Auditors**") to audit pertinent records and visit any of your facilities (either your physical premises within your control and/or, upon reasonable request by you, by remote or virtual access to your Customer Computers) for the purpose of conducting inspections of Customer Computers and of your use of the Licensed Software in order to confirm your compliance with the Agreement. You will reasonably cooperate with any audit/inspection and provide reasonable assistance and access to information. Inspections will be made during normal business hours at a mutually convenient time and upon reasonable advance notice of no less than fourteen (14) days. We will pay the fees associated with any such audit conducted by us (excluding your self-audit) unless the audit discloses that you are or were in non-compliance with any material provision of the Agreement, in which case you will pay the costs of the audit (in addition to our other rights in respect of such non-compliance).

2. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

- 2.1 We are the owner or authorised licensee of all right, title and interest in, the Supplier Intellectual Property Rights and any Feedback. Where any Intellectual Property Rights do not vest automatically in us, you hereby assign free of charge, all of your right, title and interest in such Feedback.

3. PAYMENT

- 3.1 We shall invoice you for and you shall pay Fees due in accordance with the payment schedule set out in the relevant Order Form. Fees and other charges imposed under the Agreement shall not include Taxes, all of which will be your responsibility. You agree to pay or reimburse us for all Taxes. If you fail to make any

payment by the due date, you will pay interest in addition to the overdue amount at the rate of the lesser of 1.5% per month and the maximum rate allowable under Applicable Law. This interest accrues on a daily basis until actual payment of the overdue amount. You will not withhold, reduce or set-off any Fees owed.

4. CONFIDENTIAL INFORMATION

- 4.1 Each Party agrees that during the Subscription Term and for a period of five (5) years afterwards, it: (i) will treat as confidential all Confidential Information of the other Party; (ii) will not use such Confidential Information except as expressly set out herein or otherwise authorised in writing; (iii) will implement reasonable procedures (using at least the same degree of care as it uses to protect its own Confidential Information) to prevent the disclosure, duplication, misuse or removal of the other Party's Confidential Information; and (iv) will not disclose such Confidential Information to any third party except as may be necessary and required in connection with the rights and obligations of such Party under the Agreement, and subject to confidentiality obligations at least as protective as those set out in the Agreement. Notwithstanding the foregoing, with respect to Confidential Information that qualifies for trade secret protection under Applicable Law, it shall be retained in confidence by the receiving Party until such protection is no longer available. The receiving Party of any Confidential Information will be responsible to the disclosing Party for any unauthorised disclosure of the disclosing Party's Confidential Information by any third party to whom the receiving Party has directly or indirectly disclosed such Confidential Information.
- 4.2 The restrictions in clause 4.1 will not apply to information that: (i) the receiving Party can demonstrate was known to the receiving Party at the time of communication to it; (ii) has become publicly known through no wrongful act of the receiving Party; (iii) has been rightfully received from a third party authorised to make such communication without restriction of which the receiving Party was aware; (iv) has been independently developed by the receiving Party without access to or use of the Confidential Information; (v) has been approved for release by written authorization of the disclosing Party; or (vi) is required by law or regulation or the listing rules of a recognized stock exchange to which the receiving Party is subject to be disclosed, provided that if a Party is required to disclose the other Party's Confidential Information pursuant to an order under law or regulation, that Party will, to the extent permitted by law, give the other Party sufficient notice of the disclosure to allow reasonable opportunity to object to and take necessary legal action to prevent the disclosure.

5. DATA PROTECTION

- 5.1 We shall comply with our obligations as a Data Processor under Data Protection Law. If we are or become aware of any reason that would prevent our compliance with the Data Protection Law or any incident of non-compliance with Data Protection Law in connection with the Processing of Personal Data under this Agreement we shall notify you in the most expedient time possible.
- 5.2 We agree that we will acquire no rights or interest in the Personal Data and that we shall only Process the Personal Data in accordance with this Agreement and any other written instructions provided by you.
- 5.3 We agree to assist you within such reasonable timescale as may be specified by you with all Data Subject rights requests received from the Data Subjects of the Personal Data Processed in connection with this Agreement. Should we receive any such requests directly, we will immediately inform you that we have received the request and forthwith forward the request to you. We will not respond in any way to such a request, except on your instructions.

6. WARRANTY

- 6.1 We warrant to you that: (i) the Licensed Software will, as updated and used in accordance with the Documentation, perform substantially in accordance with the Documentation for a period of ninety (90) days from the Effective Date ("**Warranty Period**"); (ii) we will use commercially reasonable steps to verify that the Licensed Software does not contain any Malicious Code on delivery to you. WE DO NOT WARRANT AND WE DISCLAIM ANY IMPLIED WARRANTY THAT THE OPERATION OF ANY LICENSED SOFTWARE WILL BE ERROR FREE OR UNINTERRUPTED OR THAT SUCH LICENSED SOFTWARE WILL ACHIEVE ANY INTENDED RESULT OR THAT IT WILL BE COMPATIBLE, WORK WITH OR CONTINUE TO WORK WITH ANY THIRD PARTY SOFTWARE, OPERATING PLATFORM OR HARDWARE OTHER THAN AS SET OUT IN THE DOCUMENTATION. WE ARE NOT RESPONSIBLE FOR ANY ANTI-VIRUS SOFTWARE OR VIRUS DETECTION ON YOUR SYSTEMS.
- 6.2 If during the Warranty Period the Licensed Software does not perform as warranted in clause 6.1(i) above, we will undertake to correct or replace the Licensed Software. This is your sole and exclusive remedy for breach of this warranty.
- 6.3 OTHER THAN THE WARRANTIES EXPRESSLY STATED IN THE AGREEMENT, NO EXPRESS OR IMPLIED WARRANTIES SHALL APPLY TO THE LICENSED SOFTWARE WHICH SHALL BE PROVIDED ON AN "AS IS" BASIS. WE EXPRESSLY DISCLAIM ANY IMPLIED WARRANTIES THAT MAY APPLY, INCLUDING

(WITHOUT LIMITATION) IN RELATION TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY AND NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY

- 7.1 THE LIMITATIONS SET OUT IN SECTIONS 7.2 AND 7.3 SHALL NOT APPLY TO CLAIMS THAT ARE NOT EXCLUDABLE UNDER APPLICABLE LAW OR THAT ARE RESULTING FROM OR ARISING IN CONNECTION WITH: (A) A PARTY'S INDEMNIFICATION OBLIGATIONS SET OUT IN THE AGREEMENT; (B) FRAUD; (C) DEATH OR BODILY INJURY ARISING FROM A PARTY'S NEGLIGENCE; OR (D) ANY VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS (COLLECTIVELY "EXCLUDED CLAIMS").
- 7.2 EXCEPT FOR EXCLUDED CLAIMS, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR LOSS OF USE, CORRUPTION OF SOFTWARE, LOSS OR DAMAGE TO OR CORRUPTION OF DATA, LOSS OF OR DAMAGE TO GOODWILL, INTERRUPTION OF BUSINESS, LOSS OF PROFITS, LOSS OF SALES OR REVENUE, LOSS OF ANTICIPATED SAVINGS, WASTED EXPENDITURE (INCLUDING PROCUREMENT COSTS AND MANAGEMENT TIME) OR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND UNDER ANY ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) FOR BREACH OF STATUTORY DUTY, WARRANTY, STRICT LIABILITY, PRODUCT LIABILITY, OR ANY OTHER FORM OF ACTION, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- 7.3 SUBJECT TO CLAUSES 7.1 AND 7.2, THE AGGREGATE LIABILITY OF A PARTY AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES, FOR CLAIMS ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) FOR BREACH OF STATUTORY DUTY, WARRANTY, STRICT LIABILITY, PRODUCT LIABILITY, OR ANY OTHER FORM OF ACTION, SHALL BE LIMITED TO AN AMOUNT NOT EXCEEDING THE TOTAL FEES PAID OR PAYABLE UNDER THE APPLICABLE ORDER FORM GIVING RISE TO THE CLAIM IN THE 12 MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.
- 7.4 You accept responsibility for the selection of the Licensed Software and acknowledge that the Licensed Software has not been developed to meet your individual requirements. You will be solely responsible for any actions you take or omit to take based on your use of the Licensed Software or Services.

8. INDEMNIFICATION

- 8.1 Subject to the remainder of this clause 8, we will defend you against, or at our option, settle any Infringement Claim. We will indemnify you from any damages and/or costs awarded against you or agreed in settlement by us (including your reasonable attorney's fees) in respect of the Infringement Claim.
- 8.2 If any third party makes, or notifies an intention to make, a claim which may reasonably be considered likely to give rise to an Infringement Claim, or we reasonably conclude that the Licensed Software may be liable to an Infringement Claim, we will, at our own expense and option: (i) procure for you the right to continue to use the Licensed Software; or (ii) replace (within a reasonable period of time) the infringing components of the Licensed Software with other components with the same or similar functionality that are, in all material respects, acceptable to you (acting reasonably); or (iii) suitably modify the Licensed Software (within a reasonable period of time) so that it is non-infringing without material loss in functionality. If none of the foregoing options are available to us on commercially reasonable terms, we will have the right to terminate the Agreement without having any further liability to you except: (i) as provided in clause 8.1 above; and (ii) we shall refund you a pro-rata amount of any pre-paid Fees for the duration of any prepaid subscription period for which you are unable to use the Licensed Software. This clause 8 states our entire liability to you in respect of the Infringement Claim.
- 8.3 Notwithstanding the provisions of clause 8.1, we assume no liability for, and do not indemnify you against: (a) infringements which would not have arisen without the combination by you of the Licensed Software with any third party software or hardware products not approved by us or stated as compatible with the Licensed Software in the Documentation; (b) connections or integrations of the Licensed Software with any of your data or products or any of your components, whether enabled through APIs, third party software or otherwise; (c) modifications to the Licensed Software made by any party other than us or which are not made under our direction; (d) use of an unsupported Release or Version of the Licensed Software pursuant to the Software Support Terms; (e) trademark infringements involving any marking or branding applied by you or at your request and not approved by us; or (f) infringements arising from your negligence or wilful infringement.
- 8.4 Subject to clause 8.5, you will defend us against and indemnify us from any damages and/or costs awarded against us or agreed in settlement by you (including our reasonable attorney's fees) arising out of a claim, suit

or proceeding brought by a third party arising out of or in connection with your violation of any Intellectual Property Rights in or to the Licensed Software.

- 8.5 Each Party's indemnification obligations (the "**Indemnifying Party**") under this clause 8 are subject to the following obligations of the Party seeking indemnification hereunder (the "**Indemnified Party**"): Indemnified Party will: (a) as soon as reasonably practicable (and in any event no later than thirty (30) days after becoming aware of the possibility of any such claim), give the Indemnifying Party written notice of the claim for which it is seeking indemnification, specifying the nature of such claim in reasonable detail provided that failure by the Indemnified Party to give such notice to the Indemnifying Party shall not relieve the Indemnifying Party of its indemnification obligation under this clause 8 except to the extent that such failure materially disadvantages the Indemnifying Party; (b) not make any admission of liability, agreement, settlement or compromise in relation to such claim without the Indemnifying Party's prior written consent or otherwise prejudice Indemnifying Party's defense of such claim; (c) provide reasonable cooperation and assistance to the Indemnifying Party at the Indemnifying Party's cost and request in connection with such defense; and (d) give the Indemnifying Party sole control over and authority to avoid, dispute, settle or defend such claim; provided that the Indemnifying Party will not settle any such claim without the Indemnified Party's prior written consent (not to be unreasonably withheld, conditioned or delayed) unless the settlement unconditionally releases Indemnified Party from further liability, and does not place undue restrictions on its business, products or services.

9. **SUSPENSION AND TERMINATION**

- 9.1 Either Party may terminate the Agreement and/or the applicable Order Form at any time upon written notice to the other Party if: (i) the other Party materially breaches any provision hereof and fails to cure such breach (where curable) within thirty (30) days after receiving written notice of such breach; (ii) the other Party becomes insolvent, is unable to pay its debts as they fall due or ceases to operate as a going concern; (iii) the other Party makes an assignment for the benefit of creditors; or (iv) there are instituted by or against the other Party proceedings in insolvency, bankruptcy, reorganisation, receivership or dissolution and such proceeding is not stayed or dismissed within sixty (60) days. We will be permitted to terminate or suspend the Agreement and/or the applicable Order Form and/or any Services (including your ability to use, access and/or renew your licence or licence keys) immediately on written notice to you if (a) you become more than 120 days delinquent on your Fee payment; (b) you breach clause 1.2; or (c) the power to conduct your affairs (whether by means of holding of shares, possession of voting rights, conferment of powers by articles of association or of incorporation or by any other means) is or becomes held by a Person or group of Persons whom we reasonably consider to be a direct competitor of ourselves without us having given consent to such change of control.
- 9.2 You may terminate the Agreement or an Order Form for convenience at any time during the Subscription Term upon giving us at least thirty (30) days' prior written notice provided that where you terminate for convenience or we terminate for cause pursuant to clause 9.1 (and subject to our other rights and remedies) (i) you shall not be entitled to a refund of any Fees paid by you and (ii) you shall remain fully liable for any and all Fees which are due and payable as at the date of termination and for any annual licence fees which would have been due for the remainder of any committed Subscription Term, which amounts shall become immediately payable as at the date of termination.
- 9.3 Upon termination of the Agreement and/ or the applicable Order Form (or expiry or termination of the Subscription Term) all rights granted under clause 1 shall cease and you will make no further use of any Licensed Software which has been the subject of termination. Within five (5) Business Days after such termination of the Agreement and/ or applicable Order Form or termination or expiry of a Subscription Term for the applicable Licensed Software, you will either destroy or return to us the originals and all copies of the Licensed Software and Documentation in your possession or under your control and you will certify to us in writing signed by your officer or senior vice president your compliance with these requirements. In addition, you will immediately cease to use all of our trademarks, titles, copyright symbols and legends and, at our election, destroy or deliver to us all materials in your control or possession which bear such trademarks, titles, copyright symbols and legends.

10. **SURVIVING PROVISIONS OF AGREEMENT.**

- 10.1 Termination of the Agreement or an Order Form by either Party shall in no way prejudice any existing right or claim or relieve you from your obligation to pay us any sums accrued or due prior to the date of such termination. Together with any other provision which is either expressed to or by implication is intended to survive termination, the provisions of clauses 1.2, 2, 3, 4, 7, 8, 9.3, 10 and 11 (inclusive) shall survive the termination of the Agreement or the applicable Order Form for any reason. All other rights and obligations of the Parties shall cease upon termination of the Agreement or the Applicable Order Form.

11. **ADDITIONAL PROVISIONS**

- 11.1 The Parties are independent contractors. Nothing contained herein or done pursuant to the Agreement shall constitute either Party being the agent or employee of the other Party for any purpose or constitute the parties as partners or joint venturers. Neither Party will create or assume any obligation on behalf of the other

Party for any purpose whatsoever unless such other Party expressly agrees to such an obligation in writing. Notwithstanding the above, each Party agrees to act in good faith in relation to its dealings with the other under the Agreement including in relation to the requirements regarding usage, audits, and reporting.

- 11.2 The 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 the laws of England and Wales. Without prejudice to either Party's right to seek injunctive relief (or any other provisional remedy) from any court having jurisdiction over the parties and the subject matter of the dispute as they consider necessary to protect their name, proprietary information, trade secrets, know-how, or any other Intellectual Property Rights, and without regard to the United Nations Convention on Contracts for the International Sale of Goods, all disputes arising out of or in relation to the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- 11.3 Except in the case of a Party seeking to exercise its right to injunctive relief or any other provisional remedy, or in the case of infringement or misappropriation of our Intellectual Property Rights or violation or disclosure of Confidential Information, in the event of a dispute between the Parties relating to the Agreement, the Party raising the matter in dispute will notify the other in writing describing in sufficient detail the nature of the dispute. Each Party will then appoint or nominate one or more senior representatives to resolve the dispute. At the end of thirty (30) days, if no agreement has been reached between the Parties to resolve the dispute, either Party is free to initiate proceedings.
- 11.4 All notices made pursuant to the Agreement must be made in writing. Any written notice to be given or made pursuant to the provisions of the Agreement shall be sent postage prepaid by registered or recorded mail or reputable courier service, addressed to the other Party's address stated in the Order Form or as otherwise notified to the other Party (in the case of a notice to us, with a copy by email to legal@syntasso.io) and shall be marked for the attention of "The Company Secretary". Unless otherwise provided in the Agreement, all notices shall be deemed as received five (5) days from proof of postage in accordance with this clause.
- 11.5 The Agreement shall be binding and inure to the benefit of the Parties and their respective permitted successors (as notified to us) and assignees. You will not assign, transfer or novate any of your rights nor delegate any of your obligations under the Agreement to any third party without our express written consent. We may assign, transfer or novate all or any our rights and obligations under the Agreement for the purposes of internal reorganisation or to any company to which we transfer all or a substantial part of our assets or business provided that the assignee, transferee or novatee undertakes to you to be bound by and perform our obligations under the Agreement. Any attempted assignment without required approvals will be null and void and of no legal effect. We may subcontract all or part of the Services to third parties to perform the Services provided that we have a written agreement with them that contains industry standard confidentiality obligations and we remain responsible for breaches of the Agreement caused by our subcontractors.
- 11.6 Neither Party will be liable for any failure or delay in performing their obligations (other than obligations to pay) where such failure or delay results from any cause which is beyond that Party's reasonable control including failure of utilities or the internet, fire, flood, earthquakes, collapse of buildings, explosion, acts of terrorism, acts of war, public health emergencies, governmental action, any law or any action taken by a government or public authority including imposing an export or import restriction, quota or prohibition that prevents or delays the provision of the Licensed Software or any of the Services. Dates or times by which each Party is required to render performance under the Agreement shall be postponed automatically to the extent and for so long that the Party is delayed or prevented from meeting them by such causes. We may terminate the Agreement and/or the provision of any Services on immediate written notice to you if we are not permitted to deliver such Services or to grant you access to the Licensed Software due to an embargo, trade sanction or other comparable restrictive measure.
- 11.7 The failure or delay of either Party to insist upon strict performance of any provision of the Agreement, or to exercise any right or remedy to which it is entitled under or in connection with the Agreement shall not constitute a waiver thereof and no waiver of any breach of the Agreement shall operate as a waiver of any subsequent or continuing breach.
- 11.8 Each Party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement. The Agreement may be amended or modified only in a written document (which may include the Order Form) and signed by authorised representatives of each Party.
- 11.9 If any provision or part-provision of the Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision or part-provision shall be severed from the remainder of the

Agreement, which will remain in full force and effect to the maximum extent permitted by law, given the fundamental intentions of the Parties. If any provision or part-provision of the Agreement is deemed deleted under the foregoing sentence, the Parties will negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

11.10 No person other than the Parties to the Agreement will have the right to enforce any term of the Agreement. In particular, a person who is not a Party to the Agreement will not derive the right to enforce any of the terms of the Agreement including, where the laws of England and Wales apply, by virtue of the Contracts (Rights of Third Parties) Act 1999 and the rights of any third party under that act are hereby expressly excluded.

11.11 We will perform our obligations under this Agreement in compliance with any laws applicable to us, without regard to your specific use of the Licensed Software and Services. You will use the Licensed Software and Services in compliance with all laws applicable to you. Each Party will comply with all Applicable Laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and the US Foreign Corrupt Practices Act 1977.

11.12 From time to time, we may offer access to Licensed Software to you on a temporary basis for evaluation and trial use only ("**Evaluation Products**"). Your access to Evaluation Products may not require acceptance of an Order Form and you agree to be bound by the terms of this Agreement in relation to your use of Evaluation Products by continuing to use the Evaluation Products following presentation of this Agreement to you. The Subscription Term for any use of Evaluation Products shall be notified to you in advance at the point where this Agreement is made available to you. Your use of Evaluation Products is subject to any additional terms that we specify and is only permitted during the period which we designate (or, if not designated, until terminated in accordance with this Agreement or otherwise by us upon written notice to you or upon expiry of 90 days from first use, whichever is sooner). You must not use Evaluation Products for any staging, production, or commercial use. EXCEPT AS OTHERWISE SET FORTH IN THIS CLAUSE OR AS OTHERWISE AGREED WITH YOU IN WRITING, THE TERMS AND CONDITIONS OF THIS AGREEMENT FULLY APPLY TO YOUR USE OF EVALUATION PRODUCTS. NOTWITHSTANDING ANYTHING CONTAINED ABOVE, OUR LIABILITY RELATING TO EVALUATION PRODUCTS OR SOFTWARE PROVIDED ON A TEMPORARY BASIS FREE OF CHARGE, INCLUDING ANY SERVICES PROVIDED DURING A FREE EVALUATION PERIOD, WILL BE LIMITED TO FIVE HUNDRED US DOLLARS (US\$ \$500). Clauses 8.1 to 8.3 of this Agreement shall not apply to use of Evaluation Products.

1. DEFINITIONS

Applicable Laws	means local, foreign and international laws, rules, regulations, orders, directives, and other similar instruments including interpretations with the force of law that apply to the performance of the applicable Party hereunder.
Business Hours	means the period from 9.00 am to 5.00 pm on any Business Day.
Business Days	means Monday to Friday excluding public holidays in the United Kingdom.
Confidential Information	means (a) information, in any form, disclosed by a Party (the "disclosing Party") to the other Party (the "receiving Party") and which is marked or identified as confidential at the time of disclosure or otherwise that would be regarded as confidential by a reasonable business person under the circumstances of disclosure; and (b) the Licensed Software, Documentation and other Supplier Materials.
Customer Computer	means on premise computers or compute locations (including cloud computing platforms such as AWS, GCP or Azure) under your operational control with access controlled to ensure that only your employees or contractors are able to access and use the Licensed Software.
Fees	means the fees for provision of the Licensed Software and/or Services as detailed in the Order Form (or otherwise chargeable in accordance with the Agreement).
Feedback	means bug reports, input, comments or suggestions from you, provided on a voluntary basis and without warranty, regarding our technology and/or the possible creation, modification, correction, improvement or enhancement of our software, products and/or services whether or not marked or designated by you as confidential, exclusive of your Confidential Information.

Initial Subscription Term	means the term detailed in the Order Form in relation to the initial duration of the licence of any Licensed Software.
Infringement Claim	means third party claims, suits and/or proceedings brought against you alleging that your use of the Licensed Software as permitted under the Agreement infringes any Intellectual Property Rights of a third party.
Intellectual Property Rights	means patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in computer software and preparatory design materials, moral rights, database rights, and any other intellectual property rights, whether registrable or not, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection of a similar nature or having similar or equivalent effect to any of them which subsist or will subsist, now or in the future, in any part of the world.
Licensed Software	means the software listed on the Order Form, in its compiled code form or if we provide any elements in source, in source code form, and all Releases, new Versions, updates, enhancements and fixes provided by us to you pursuant to the Agreement (including as part of the Software Support Services).
Malicious Code	means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.
Order Form	means the document agreed and executed between the Parties, which sets out the Licensed Software and/or any Services to be provided by us to you and confirms the applicable terms and documents which will then form part of the Agreement in relation thereto.
Permitted Use	means, in respect of any Licensed Software, the definition provided in the Order Form.
Person	means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity or any governmental authority.
Release	means the definition provided in the Software Support Terms.
Renewal Subscription Term	means, in respect of any Licensed Software the renewal term(s) detailed in the Order Form.
Services	means as applicable and detailed in an Order Form, the Software Support Services and/or Professional Services.
Subscription Term	means the term of a Licensed Software subscription identified in the applicable Order Form, including the Initial Subscription Term and all Renewal Subscription Terms.
Supplier Intellectual Property Rights	means the Intellectual Property Rights in: (i) the Licensed Software; (ii) Supplier Materials which were developed or obtained by us prior to or independently of the Agreement; (iii) Supplier Materials developed or obtained by us in the performance of the Software Support Services; and (iv) any inventions, customizations, enhancements, improvements, updates, derivative works and other modifications thereof.
Supplier Materials	means all software (in object and source code form), programs, tools, materials, information, concepts, designs, utilities, Ancillary Tools, processes, methodologies, database schema, APIs, dashboards, user interfaces, or any work product in generic format, or methodologies, that are our property.

Taxes	means all federal, state, dominion, provincial, or local sales, use, personal property, excise, withholding or other taxes, fees, or duties arising out of the Agreement or the transactions contemplated by the Agreement (other than taxes on our net income and on the payment of our employees' salaries).
Third Party Software	means third party software or third party open source software or components which are included with the Licensed Software and identified in the software bill of materials which will be made available to you at or before the point of download or provided during the performance of the Services, as applicable.
Version	means the definition provided in the Software Support Terms.
Warranty Period	has the meaning ascribed to it in clause 6.1.