

Oscar End User License Agreement - v112022

PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY BEFORE CONTINUING

This End User License Agreement ('Agreement') is by and between Demarq Limited, the company registered in England with its address at the Old Electrical Workshop Main Street, Welby, Grantham, Lincolnshire, NG32 3LT (Licensor'), and the entity or individual entering into the Agreement ('You'). Licensor and You are hereinafter jointly referred to as the Parties or each individually as a Party.

1. License Acceptance Procedure

1.1 By clicking the 'I agree' button (or a similar button or checkbox) or by downloading, installing, opening or using the software product this Agreement relates to and/or into which it embedded (the 'Software'), You accept and agree to the terms and conditions of this Agreement and the limited warranty and limitation of liability set out herein. If You do not agree to the terms herein, then You shall click the 'I do not agree' button (or a similar button or checkbox) to terminate the operation of the Software and or shall not use or install the Software. You shall also delete any and all parts of the Software (including, but not limited to, setup and installation files) from your computer or device and, if you acquired the Software on installation media (and in any event, within 7 calendar days of its receipt) return to the Licensor or the relevant software reseller such installation media, any other items provided that are part of this Software and your dated proof of purchase.

1.2 If Your use of the Software is pursuant to an executed licence agreement, such agreement shall apply instead of the terms and conditions in this Agreement.

2. Effective Date

2.1 This Agreement is effective on the earlier of (1) Your acceptance of this Agreement in the online version where You shall press the 'I agree' button (or a similar button or checkbox); (2) installation or use of the Software licensed hereunder by You or on Your behalf; (3) payment of the fees in the invoice referring to this Agreement; or (4) such other date as agreed in between the Parties in the Order or otherwise in writing (the 'Effective Date').

3. Grant of Rights

3.1 Provided that You have paid the applicable licence fees, the Licensor grants to You a limited, non-exclusive, non-transferable, non-sublicensable right to use the Software in the Territory, during the Subscription Term, and strictly in accordance with and subject to all the terms and conditions of this Agreement.

3.2 The Software will be delivered to you in electronic form and shall be deemed accepted on delivery.

3.3 Where the Parties agree in the Order the Licensor shall also provide support services as a part of the Software license subscription.

4. License Restrictions

4.1 During the Subscription Term, You may use, load, execute, employ and store the Software (including any related documentation) only for Your and Your Affiliates' internal business purposes on computer(s) or device(s) owned, leased and/or controlled by You or, where relevant, Your Affiliates. The Software may not be used for the purposes of providing services to third parties (e.g., business process outsourcing, service bureau applications or third party training). You shall not lease, loan, resell, sublicense or otherwise distribute the Software.

4.2 The authorised use of the Software shall not exceed the Licensed Capacity purchased by You.

4.3 If you transfer possession of any copy of the Software to another party except as provided above, your licence is automatically terminated.

4.4 You may not copy, translate, reverse engineer, decompile, disassemble, modify or create derivative works based on the Software, except as expressly permitted by the law of this Licence Agreement. You may not vary, delete or obscure any notices of proprietary rights or any product identification or restrictions on or in the Software. You may not rent, lease, sub-licence, sell, assign, pledge, transfer or otherwise dispose of the Software, on a temporary or permanent basis, without the prior written consent of the Licensor.

5. Undertakings

5.1 You undertake to:

- a) Use the Software only as expressly permitted by the terms and conditions of this Agreement;
- b) Ensure that, prior to use of the Software by your employees, agents or any third parties (where relevant), all such parties are notified of the terms and conditions of this Agreement; and
- c) Reproduce and include our copyright notice (or such other party's copyright notice as specified on the Software) on all and any copies of the Software, including any partial copies of the Software.

5.2 In cases where the Software is used by You to process Your Data, including extracting any of Your Data from or to any third party applications, You shall be solely responsible for the accuracy of Your Data and for authorised the usage of any third party applications Your Data is extracted from or into, including without limitation any interoperability of such applications with the Software. You shall indemnify the Licensor, its Affiliates, officers, employees and agents, against any third party claims, associated losses, damages, costs and expenses arising out of or related to the use of Your Data and/or claims that assert that any of use of Your Data, including without limitation extraction thereof from or into third party applications, violate any law or infringe any third party right, including without limitation any Intellectual Property Right or privacy right.

6. Warranties

6.1 You acknowledge that the Software is a standard product and that it is Your sole responsibility to ensure that the Software is appropriate for Your requirements.

6.2 To the maximum extent permitted by law, the Software and other materials are delivered to You "as is". Licensor does not and cannot warrant the performance or results You may obtain by using the Software or that

the Software will operate free of errors or operate in an uninterrupted manner. You expressly acknowledge and agree that use of the Software is at your sole risk. Licensor is not responsible to You or any third party for unauthorized access to Your Data or for unauthorized use of the Software installed on Your systems, or any deliverables. Licensor makes no representation or warranty whatsoever regarding open source software or with regard to any third party products or services. Except to the extent any warranty, condition, representation or term cannot or may not be excluded or limited by law applicable to You in Your respective jurisdiction, Licensor makes no warranties, conditions, representations, or terms (expressed or implied whether by statute, law, custom, usage or otherwise) as to any matter including without limitation title or noninfringement of third party rights, merchantability, integration, satisfactory quality, or fitness for any particular purpose. Nothing in this agreement shall be construed as an obligation to bring an action or suit against third parties for infringement.

7. Intellectual Property Rights

7.1 All Intellectual Property Rights in the Software, and all originals and copies thereof, as well as any updates, upgrades and extensions and any services in relation to the Software provided by or on behalf of the Licensor and any deliverables thereunder, shall remain the exclusive property of the Licensor or its licensors as appropriate. You shall have no right, title or interest in the Software, its updates, upgrades and extensions and any services in relation to the Software as described above, except as expressly granted under this Agreement.

7.2 Except for the rights set forth in clause 4 of this Agreement, You are not permitted to copy, modify or otherwise make derivative works of the Software. Any such unauthorized works developed by You, and any Intellectual Property Rights embodied therein, shall be the sole and exclusive property of the Licensor.

7.3 You hereby grant to the Licensor and its Affiliates and contractors a royalty-free, worldwide, transferrable right, during the term of this Agreement to use the Intellectual Property Rights in the data, information and materials provided by You to the Licensor in connection with Your use of Software solely for the purposes to enable Licensor to provide you services associated with the Software and perform other obligations under this Agreement.

8. Liability

8.1 Licensor shall not be liable for indirect, incidental or consequential loss or damage or loss of profits, loss of revenue, loss of anticipated savings or loss of data.

8.2 Subject to clauses 8.1 and 8.3, in no event shall Licensor's total liability to You for all damages exceed the amount of GBP 100 (one hundred Sterling). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

8.3 Limitations on liability agreed in clause 8.2 will not apply in respect of death or personal injury or death caused directly by negligence of Licensor or its employees, or in respect of fraud, or where it is not otherwise possible to limit the liability of the Parties under the applicable law.

8.4 In cases where the Software is used by You to process Your Data, including extracting any of Your Data from or to any third party applications, You shall be solely responsible for the accuracy of Your Data and for authorised the usage of any third party applications Your Data is extracted from or into, including without limitation any interoperability of such applications with the Software. You shall indemnify the Licensor, its Affiliates, officers, employees and agents, against any third party claims, associated losses, damages, costs and expenses arising out of or related to the use of Your Data and/or claims that assert that any of use of Your Data, including without limitation extraction thereof from or into third party applications, violate any law or infringe any third party right, including without limitation any Intellectual Property Right or privacy right.

9. Your Statutory Rights

9.1 This Agreement gives you specific legal rights and you may also have other rights that vary from country to country. Some jurisdictions do not allow the exclusion of implied warranties, or certain kinds of limitations or exclusions of liability, so the above limitations and exclusions may not apply to you. Other jurisdictions allow limitations and exclusions subject to certain conditions. In such a case the above limitations and exclusions shall apply to the fullest extent permitted by the laws of such applicable jurisdictions. If any part of the above limitations or exclusions is held to be void or unenforceable, such part shall be deemed to be deleted from this Agreement and the remainder of the limitation or exclusion shall continue in full force and effect. Any rights that you may have as a consumer (i.e. a purchaser for private as opposed to business, academic or government use) are not affected.

10. Term and Termination

10.1 This Agreement shall commence on the Effective Date and shall continue for the duration of the Subscription Term, unless terminated in accordance with the terms and conditions set forth in this Agreement.

10.2 The Software Subscription Term shall commence on the date agreed in the Order and will continue for a period stipulated in the Order (“Initial Subscription Term”). Thereafter, the subscription term shall renew for successive periods (each, a “Subscription Renewal Term”) equal to the original Subscription Term.

10.3 This Agreement may be terminated at any time by You or Licensor. You may terminate this Agreement at any time by destroying the Software together with all copies in any form. This Agreement will also terminate automatically upon conditions set out elsewhere in this Agreement or if you fail to comply with any term or condition of this Agreement or if you voluntarily return the Software to the Licensor. No termination will relieve You of the obligation to pay any fees accrued or payable to Licensor.

10.4 You agree upon termination or expiration to destroy the Software together with all copies in any form.

10.5 In case of expiration of this Agreement or its termination for any reason, the fees pre-paid by You under this Agreement will not be refunded.

11. Export laws

11.1 You acknowledge that the Software or parts of the Software and related technical information may be subject to national, EU, US and other applicable export control laws and regulations which may prohibit delivery of the Software to certain countries and or customers, and accordingly, that the Licensor makes no representation or warranty as to international portability of the Software. You accept responsibility to obtain all necessary legal or other consents if necessary in the event that You should wish to export the Software or any part of it into the restricted jurisdictions, and shall indemnify the Licensor in respect of all claims, costs and fines in this respect.

12. Confidentiality

12.1 Parties shall not, and shall procure that their employees, advisors and/or representatives shall not (except in the proper course of its or their duties), either during the term of this Agreement or at any time after the

termination of this Agreement, use or disclose to any third party (and shall use their best endeavours to prevent the publication and disclosure of) any Confidential Information that belongs to the other Party. This restriction does not apply to:

- a) any use or disclosure authorised by the Disclosing Party or required to be provided by law, courts or regulatory authorities; or
- b) any information which is already in, or comes into, the public domain otherwise than through the Receiving Party's unauthorised disclosure; or
- c) any information which was rightfully in Receiving Party's possession without any obligation of confidentiality before receipt from the Disclosing Party;
- d) any information, which is independently developed by or for the Receiving Party.

12.2 You will promptly on request return to the Licensor all and any Confidential Information of Licensor in Your possession.

12.3 In addition to other confidentiality undertakings in this clause 12, You hereby represent that Your performance of duties and obligations under this Agreement does not breach, has not breached and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by You in confidence or trust prior to the Effective Date or independently from this Agreement. From the Effective Date and for the duration of the Agreement, or any time thereafter, You and Your Affiliates shall not improperly use or disclose any confidential or proprietary information or trade secrets of any other person or entity and shall avoid misappropriating or infringing the intellectual property of other companies and individuals.

13. Data Protection

13.1 Licensor will only use Your personal information as set out in the Licensor's Privacy Policy available from [https:// demarq.com/privacy-policy/](https://demarq.com/privacy-policy/).

14. Data Processing

14.1 In this clause 14, "personal data", "data subject", "data controller", "data processor", and "personal data breach" shall have the meaning defined in the Data Protection Legislation.

14.2 The Parties hereby agree that they shall both comply with all applicable data protection requirements set out in the Data Protection Legislation. This clause 14 shall not relieve either Party of any obligations set out in the Data Protection Legislation and does not remove or replace any of those obligations.

14.3 For the purposes of the Data Protection Legislation and for this clause 14, the Licensor is the "Data Processor" and You are the "Data Controller".

14.4 The type(s) of personal data, the scope, nature and purpose of the processing, and the duration of the processing are set out in Schedule 2.

14.5 The Data Controller shall ensure that it has in place all necessary consents and notices required to enable the lawful transfer of personal data to the Data Processor for the purposes described in this Agreement.

14.6 The Data Processor shall, with respect to any personal data processed by it in relation to its performance of

any of its obligations under this Agreement:

- a) Process the personal data only on the written instructions of the Data Controller unless the Data Processor is otherwise required to process such personal data by law. The Data Processor shall promptly notify the Data Controller of such processing unless prohibited from doing so by law;
- b) Ensure that it has in place suitable technical and organisational measures (as approved by the Data Controller) to protect the personal data from unauthorised or unlawful processing, accidental loss, damage or destruction. Such measures shall be proportionate to the potential harm resulting from such events, taking into account the current state of the art in technology and the cost of implementing those measures. Measures to be taken are set out in Schedule 2;
- c) Ensure that any and all staff with access to the personal data (whether for processing purposes or otherwise) are contractually obliged to keep that personal data confidential;
- d) Transfer any personal data outside of the UK (and the Data Controller hereby consents to such transfer) only if the following conditions are satisfied:

2.6.d.1 The Data Controller and/or the Data Processor has/have provided suitable safeguards for the transfer of personal data;

2.6.d.2 Affected data subjects have enforceable rights and effective legal remedies;

2.6.d.3 The Data Processor complies with its obligations under the Data Protection Legislation, providing an adequate level of protection to any and all personal data so transferred; and

2.6.d.4 The Data Processor complies with all reasonable instructions given in advance by the Data Controller with respect to the processing of the personal data.

e) Assist the Data Controller at the Data Controller's cost, in responding to the requests from data subjects where relevant and in ensuring its compliance with the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators (including, but not limited to, the Information Commissioner's Office) to the extent the personal data processed by the Data Processor for the purposes of this Agreement is concerned;

f) Notify the Data Controller without undue delay of a personal data breach;

g) On the Data Controller's written instruction, delete (or otherwise dispose of) or return all personal data and any and all copies thereof to the Data Controller on termination of this Agreement unless it is required to retain any of the personal data by law; and

h) Maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to demonstrate compliance with this clause 14 and to allow for audits by the Data Controller;

14.7 The Data Controller acknowledges and agrees, that the Data Processor may sub-contract any of its obligations with respect to the processing of personal data under this clause 14 to a sub-contractor. The initial list of Data Processor's sub-contractors is attached in Schedule 2. The Data Processor shall enter into a written agreement with the sub-processor, which shall impose upon the sub-processor the same obligations as are imposed upon the Data Processor by this clause 14 and which shall permit both the Data Processor and the Data Controller to enforce those obligations. Any additions or replacements of subcontractors will be notified to the Data Controller on the Data Processor's webpage or via email. Customer may oppose the use of a new sub-processor, and shall notify the Data Processor thereof, in which case the Data Processor will use reasonable efforts to amend the Software product (if commercially possible) or service or offer an alternative, and if this is

not possible within reasonable time, the Data Controller may terminate the applicable Order's with a notice to the Data Processor, and the Data Processor will refund the Data Processor the pre-paid fees for the unused part of the Software in proportion from the effective date of termination. Data Processor shall ensure that the sub-processor complies fully with its obligations under that agreement and the Data Protection Legislation; and

14.8 Licensor may, at any time, and on at least a reasonable notice, alter this clause 14, replacing it with any applicable data processing clauses or similar terms that form part of an applicable certification scheme. Such terms shall apply when replaced and published on Licensor's webpage.

15. Miscellaneous

15.1 This Agreement constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties concerning the subject matter hereof. Neither Party has relied upon any statement or representation made by the other in agreeing to enter this Agreement.

15.2 You and Licensor are acting hereunder as independent contractors. Neither Party shall be considered or deemed to be an agent, employee, joint venturer or partner of the other Party.

15.3 If either Party is obstructed in performing any of its obligations under a this Agreement by an event outside its reasonable control, then performance of its obligations may be suspended for so long as the obstruction continues. If performance has been suspended for more than 20 (twenty) days, either Party may terminate this Agreement by immediate written notice.

15.4 This Agreement may be amended by Licensor at any time, in which case Licensor shall publish an amended version of this agreement online in the relevant publicly accessible directory of the Licensor. If You wish to amend this Agreements, such amendments may only be made in writing and shall be agreed to by the Licensor.

15.5 You agree that Licensor may identify You as its customer and reference client and use Your name and logo in sales presentations, and in marketing materials and press releases.

15.6 You shall not be entitled to assign this Agreement nor any of its rights or obligations under it.

15.7 No person who is not a party to this Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

15.8 If any provision of this Agreement is adjudged to be invalid, void or unenforceable, the remainder of the provisions will remain in effect.

15.9 Failure or neglect by either Party to exercise any of its rights or remedies under this Agreement will not be construed as a waiver of that party's rights nor in any way affect the validity of the whole or part of this Agreement nor prejudice that Party's right to take subsequent action.

15.10 The headings in this Agreement are for purposes of convenience only and shall not affect the meaning or construction of the clauses to which they relate.

15.11 The laws of England & Wales, whose courts shall have sole jurisdiction in relation to all matters arising, govern these terms.

YOU AGREE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY IT AS IF YOU HAVE SIGNED IT IN WRITING. IF YOU ARE ACTING ON BEHALF OF A DIFFERENT

ENTITY YOU WARRANT THAT YOU HAVE THE AUTHORITY TO ACCEPT THE TERMS OF THIS AGREEMENT FOR SUCH ENTITY.

Schedule 1

Definitions

‘Affiliate’ means any legal entity which is controlled by the Party where the term ‘control’ shall mean the possession of the power to direct or cause the direction of the management policies of the entity whether through the ownership of more than fifty per cent (50%) of shares or voting rights, by contracts or otherwise. Any such legal entity shall be considered an Affiliate only for as long as such control is maintained.

‘Confidential Information’ means information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs, finances and trade secrets of the party that has provided such information (‘Disclosing Party’) or any of its Affiliates for the time being confidential to the Disclosing Party or any of its Affiliates, whether or not such information (if in anything other than oral form) is marked confidential.

‘Data Protection Legislation’ means (i) the Data Protection Act 2018 (ii) Regulation 2016/679 (GDPR); (iii) any other EU and/or UK data protection legislation, including without limitation legislation replacing or adopting the GDPR or other EU regulations in the UK as applicable; and (iv) all applicable changes in law, any judicial or administrative interpretation of laws, any compulsory guidance, guidelines, codes of practice.

‘Documentation’ means the technical, user and reference manuals, notes, instructions and summaries, technical release notes, specifications and any other supporting documentation related to the Software, whether in digital, printed or other form.

‘Intellectual Property Rights’ means patents, utility models, rights to Inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications 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 which subsist or will subsist now or in the future in any part of the world.

‘Order’ means, where applicable, Licensor’s ordering documentation including without limitation any agreement between the Parties, invoice or other document referencing this Agreement and listing the Software licensed by You or on You behalf hereunder, Licensed Capacity, fees and other relevant commercial terms if

applicable.

‘Licensed Capacity’ means the amount of access to the Software purchased online, specified in the Order, and/or otherwise agreed in writing between the Parties.

‘Subscription Term’ means the period of 12 months from the Effective Date of this Agreement plus any annual renewal period if any.

‘Territory’ means the territory of the United Kingdom unless otherwise agreed by the parties in writing.

‘Your Data’ means any data, information and materials that belong to You or third parties and that is processed by the Software or provided by You to the Licensor for the purposes of this Agreement.

Schedule 2

Details of Data Processing

Scope and Nature Your personal data processed is the data provided by You to Licensor for the exercise of your rights and performance of Your obligations under the Agreement.

Purpose As set forth in the Agreement, Licensor processes Your data necessary for the exercise and performance of Your rights and obligations under the Agreement and the Order.

Duration The duration of personal data processing is the Subscription Term.

Types of Personal Data The extent of personal data processed by Licensor is determined and controlled by You in Your sole discretion. It will include personal data in the following categories:

- Contact details, such as name, business phone number, email address, office address, title, degree, date of birth;
- Product usage data such as media used, file type used, usage and status and information related to Licensor’s products such as location, language, data sharing choices;
- Other personal data provided by You when You interact with our support services or other representatives;

- Any other personal data You or Your employees may submit, send or store via Licensor's products or services.

Categories of Data Subject The extent of personal data processed by Licensor is determined and controlled by You in Your sole discretion. It may include but not limited to the following categories of data subjects:

- Your personnel including employees, agents and third party contractors using the product or services;
- Your customers, business partners and vendors.

Sub-processors None

Organisational and Technical Data Protection Measures Licensor maintains appropriate technical and organisational measures in place and takes such precautions as are necessary to protect the personal data of its clients against unauthorised or unlawful processing, accidental loss, disclosure, improper use, damage or destruction. Such measures include, among others:

- the use of internationally recognised anti-virus software to detect and remove all known software threats and vulnerabilities;
- the use of internationally recognised mail protection and web proxy systems to protect computers from network-based threats;
- patching and updating computers regularly;
- the use of a mail data leakage protection system;
- protecting mobile devices with industry standard full disk encryption
- ensuring all personnel are: (i) vetted in accordance with good industry practice; and (ii) regularly and properly trained on preventing and mitigating security incidents;
- implementing appropriate policies and practices which as a minimum impose a level of security that meets statutory requirements and good industry practice;
- performing robust and detailed due diligence on all sub-contractors, including review of their security measures and procedures;
- pseudonymising and encrypting personal data where relevant;
- ensuring confidentiality, integrity, availability and resilience of company systems and services;
- maintaining appropriate business continuity and disaster recovery measures;
- maintaining appropriate security access controls in respect of company venues;
- implementing identity protection measures such as password manager and multi-factor authentication;
- regular assessments and evaluation of the effectiveness of the technical and organisational measures that the

company adopts;

- conducting regular audits, tests and risk assessments on an ongoing basis (at least annually) of all policies and business practices relating to data and information security;
- access control to premises and facilities to prevent unauthorized persons from gaining access to data processing systems.