

PanIntelligence AWS Metered Version - Standard Terms & Conditions

By subscribing to PiDashboard, PiAnalytics and PiReport you agree to the following terms and conditions. In consideration of the provision by us, Paninsight Ltd, of the grant by us of a licence to use the Software in accordance with this Agreement, and in further consideration of each of us agreeing to make available to the other certain confidential information (as more particularly described below) you hereby agree to the following terms.

1. INTERPRETATION

The following terms have the meanings ascribed to them in the table below:

"Agreement"	means the agreement between you and us on the terms set out herein;
"Applicable Law"	the laws of England and Wales, together with any other mandatory laws, regulations, regulatory policies, guidelines or industry codes which apply to the performance of each party's obligations under this Agreement;
"Authorised Purpose"	to evaluate the Software to establish suitability for long term use by the Customer and to determine whether it is interested in entering into a full licence;
"Confidential Information"	<p>means any and all information provided by a party or its representatives (the "Discloser") to the other or its representatives (the "Recipient") which is marked or otherwise identified as being confidential or which would be regarded as confidential by a reasonable business person, including but not limited to any information relating to the Software and Paninsight's business affairs, that is disclosed or made available, in writing, orally, electronically or by any other means, to the Receiver, whether before or after the date of this agreement, or information ascertained or ascertainable by the Receiver from its evaluation of the Software but does not include information which:</p> <ol style="list-style-type: none">1. is or becomes generally available to the public, through no fault of the Receiver (except that any compilation of otherwise public information in a form not publicly known shall nevertheless be treated as Confidential Information);2. was, is or becomes available to the Receiver on a non-confidential basis from a person who is not bound by a confidentiality agreement with the Discloser or otherwise prohibited from disclosing the information to the Receiver;

3. Receiver can prove to the reasonable satisfaction of Discloser and by reference to documentary evidence, was independently developed by or on behalf of Receiver without recourse to Confidential Information of the Discloser.

"Customer"/"you"	means the entity or organisation subscribing to the Software;
"Error"	means a failure of the Software which results in the Customer's complete inability to access or use the Software, and which is not caused by the Customer or any User, whether by defective installation or configuration or otherwise;
"Excluded Causes"	means any of the following: <ol style="list-style-type: none">4. misuse, incorrect use of or damage from whatever cause (other than any act or omission by Paninsight), including failure or fluctuation of electrical power;5. failure by the Customer to maintain the necessary environmental conditions for use;6. use in combination with software which suffers a fault;7. any act or omission of a third party;8. any breach of the Customer's obligations under this Agreement howsoever arising;9. any modification not authorised by Paninsight; or10. operator error;
"Fees"	means the amounts payable by the Customer to Paninsight as notified to the Customer when this Agreement is entered into and which may be increased subject to reasonable review by Paninsight;
"Harmful Code"	any software, hardware or other technology, device or means, including any virus, worm, malware or other malicious computer code, the purpose or effect of which is to (a) permit unauthorised access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner (i) the function of any computer, software, firmware, hardware, system or network or (ii) the security, integrity, confidentiality or use of any data, or (b) prevent any person from accessing or using the Software;
"Intellectual Property Rights"	patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, 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;
"Paninsight"/"us"	means Paninsight Ltd (trading as Panintelligence) ;
"Personal Data"	has the meaning given in the General Data Protection Regulation (Regulation (EU) 2016/679);
"Software"	means the PiDashboard, PiAnalytics and PiReport produced for general use by Paninsight from time to time and which may consist of one or more modules as may be licensed in writing to the Customer by Paninsight from time to time;
"Users"	means those agents and employees of the Customer who are entitled to use the Software in accordance with the terms of this Agreement.

11. Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
12. Person includes a natural person, corporate and unincorporated body and, unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
13. A reference to either party includes its personal representatives, successors and permitted assigns.
14. A reference to a statute or statutory provision is a reference to such statute, statutory provision as amended or re-enacted and includes any subordinate legislation.
15. Any phrase introduced by the terms "including", "include", "in particular" and "for example" shall be illustrative and shall not limit the sense of the preceding words.
16. A reference to writing or written includes emails but excludes faxes.

2. TERM AND TERMINATION

1. **Term.** This agreement will come into effect on the day the Customer first accesses the Software, and will continue for monthly rolling terms until terminated by either party in accordance with this clause 2.
2. **Termination for convenience.** Either party may terminate this Agreement on seven days' notice to the other party, effective at the end of the monthly term following the expiry of such notice period.
3. **Customer breach.** If the Customer breaches any of the provisions of clauses 3, 4 or 6 of these terms and conditions, Paninsight will be entitled to immediately terminate the Customer's access and/or, at the option of Paninsight, if the Customer has commercially exploited the Software, to charge the Customer for such use of the Software at Paninsight's standard rates for such use from time to time. Failure to pay any amount due under these terms and conditions within 30 days of the due date for payment will, without limitation, be a material breach for the purposes of this clause
4. **Error.** Customer may terminate this agreement immediately in the event of an Error which has not been resolved by Paninsight within 7 days of notice by the

Customer pursuant to clause 6.1 below, provided that the Error is not due to one of the Excluded Causes.

5. **Effect of termination.** Upon termination of this agreement, Customer will immediately cease using the Software. Each party will comply with clause 7 with respect to return of Confidential Information.

3. PRICE AND PAYMENT

1. **Fees.** The Customer will pay the Fees. All Fees are exclusive of all applicable taxes, fees or charges (whether federal, governmental, state, provincial, local or otherwise) (the "Taxes"). The Customer is responsible for paying all Taxes associated with this Agreement except where such Taxes are legally required to be paid by Paninsight.
2. For the avoidance of doubt, the Fees do not include any charges levied by Amazon Web Services in respect of access to a virtual environment, or use of Amazon's computing resources.

4. LICENCE TO ACCESS - DEVELOPER LICENCE

1. Scope of licence. The Software is licenced to the Customer under these terms and conditions solely for the Authorised Purpose. The Customer must not at any time make commercial use of or commercially exploit the Software in any way.
2. Integration permission. Subject always to these terms and conditions, the Customer may integrate the Software with its own products and may demonstrate the Software's capabilities to prospective purchasers, provided that such combined products are not deployed beyond the Amazon test environment for which the Software is licensed.
3. Limitations on access. The Software is licensed for use:
 1. only within one of the Customer's Amazon cloud environments;
 2. by no more than the number of concurrent Users indicated in writing by Panintelligence to the Customer;
 3. in object code form; and
4. Scope of licence. The Software is licenced to the Customer under these terms and conditions solely for the Authorised Purpose. The Customer must not at any time make commercial use of or commercially exploit the Software in any way.
5. Integration permission. Subject always to these terms and conditions, the Customer may integrate the Software with its own products and may demonstrate the Software's capabilities to prospective purchasers, provided that such combined products are not deployed beyond the Amazon test environment for which the Software is licensed.
6. Limitations on access. The Software is licensed for use:
 1. only within one of the Customer's Amazon cloud environments;
 2. by no more than the number of concurrent Users indicated in writing by Panintelligence to the Customer;
 3. in object code form; and
 4. by the Customer's employees and agents only.
7. Restrictions. The Customer shall not store, distribute or transmit any Harmful Code, or any other material via the Software that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically

- offensive; facilitates illegal activity; depicts sexually explicit images; promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities.
8. Except as expressly licensed, the Customer has no right (and shall not permit any third party) to:
 1. copy, adapt, reverse engineer, or access all or any part of the Software in order to build a product or service which competes with the same; or
 2. decompile, disassemble, modify, adapt or make error corrections to the Software in whole or in part.
 9. The Software is provided on an "as is" basis. Paninsight does not warrant that its operation will be uninterrupted or error free.
 1. by the Customer's employees and agents only.
 10. Restrictions. The Customer shall not store, distribute or transmit any Harmful Code, or any other material via the Software that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities.
 11. Except as expressly licensed, the Customer has no right (and shall not permit any third party) to:
 1. copy, adapt, reverse engineer, or access all or any part of the Software in order to build a product or service which competes with the same; or
 2. decompile, disassemble, modify, adapt or make error corrections to the Software in whole or in part.
 12. The Software is provided on an "as is" basis. Paninsight does not warrant that its operation will be uninterrupted or error free.

5. SOFTWARE

1. **Scope.** Paninsight will use reasonable endeavours to provide access to the Software.
2. **Audit right and data.** Paninsight reserves the right to carry out a digital audit of the Customer's use of the Software at any time, and to carry out a physical audit of such use on 48 hours' notice to the Customer. The Customer grants Paninsight the right to use and exploit any data stored in or collected in connection with Customer's use of the same.

6. CUSTOMER RESPONSIBILITIES

1. **Error notification.** Customer will inform Paninsight as soon as reasonably possible of any Errors in the Software.
2. **Protection of data:** Customer will take all reasonable steps to protect Customer's files and databases and to keep back-ups, and will ensure that Customer's data is safe and secure. Customer acknowledges that Paninsight cannot be held liable for any loss of files, databases or data.
3. **Compliance with laws:** Customer will comply with all Applicable Laws at all times in connection with this Agreement and/or use of the Software.

7. CONFIDENTIALITY

1. Duty of confidentiality. The Receiver will maintain the strict confidentiality of the Discloser's Confidential Information and take all steps necessary to protect the Discloser's Confidential Information from unauthorised use and disclosure.
2. Duty of non-disclosure. The Receiver will:
 1. not disclose any of the Discloser's Confidential Information to any third party without the prior written consent of the Discloser (except to the extent required to be disclosed by law or the order of a Government authority with jurisdiction over the Receiver);
 2. not use the Discloser's Confidential Information except for the Authorised Purpose;
 3. not use the Discloser's Confidential Information in any manner whatsoever to obtain any kind of intellectual property rights or so as to procure any commercial advantage over the Discloser;
 4. inform the Discloser in writing immediately on becoming aware of any breach of this clause 7 by it or on its behalf.
3. Disclosure to representatives. The Receiver undertakes to limit the disclosure of any of the Discloser's Confidential Information to only such employees, agents, contractors or officers, or those of its holding or subsidiary companies (hereinafter referred to as the "Representatives"), who strictly have a need to know the Discloser's Confidential Information for the Authorised Purpose. The Receiver undertakes to take all necessary steps to ensure that each such Representative maintains the Discloser's Confidential Information in confidence in accordance with the terms of this Agreement (and the Receiver shall be liable for any failure of such Representatives to maintain the Discloser's Confidential Information in confidence in accordance with this agreement).
4. Return of confidential information. The Receiver will, at any time within 3 days of the Discloser's request or immediately upon this agreement terminating (whichever occurs first) return or ensure that there is delivered to the Discloser all originals and copies of the Confidential Information of the Discloser in existence and in the possession or under the control of the Receiver (or any of its Representatives) together with all documents, records and/or materials containing any of the Confidential Information or any information extracted from the Confidential Information and erase any such Confidential Information from any information-containing device.
5. Survival of confidentiality provisions. Notwithstanding the termination of this agreement, the Receiver's obligations in respect of the Discloser's Confidential Information as stated in this Agreement shall survive for as long as they are in possession of Confidential Information.

8. INTELLECTUAL PROPERTY

1. **Existing Intellectual Property.** All Intellectual Property Rights belonging to a party prior to the date of this Agreement shall vest in that party.
2. **Ownership of the Software.** The Software and all Intellectual Property Rights whatsoever contained within or arising out of it or any Confidential Information

will remain the sole and exclusive property of Paninsight and its Licensors, as applicable.

3. **Publicity.** Except as notified by the other party in writing, each party grants the other a non-transferable, non-exclusive, royalty free, worldwide licence to reproduce and display the other party's logo, trademarks and name in order to refer to the other party as a customer or supplier in any press releases, marketing materials or websites.

9. LIMITATION OF LIABILITY

1. **Limitation.** Paninsight gives no warranties in respect of the functionality, quality or performance of the Software. All warranties whether express or implied, by statute or otherwise, are hereby excluded to the maximum extent permitted by law.
2. **Exclusion.** Paninsight will not be liable for any indirect, special, exemplary, incidental or consequential damages of any kind, including but not limited to loss of revenue, loss of profits, savings loss of business or other financial loss, costs of standstill or delay, lost or corrupted data, arising out of or in connection with this Agreement.
3. **Cap on liability.** Paninsight's liability under this Agreement shall not in any event exceed an amount equivalent to 50% of the Fees paid by the Customer in the twelve months immediately prior to any claim.
4. **Exclusive remedy.** The Customer's sole remedy for failure by Paninsight to provide the Software shall be termination of this Agreement.
5. **Acknowledgement.** The Customer acknowledges the reasonableness of this clause 9 in light of the Authorised Purpose the use being for evaluation only and not for any commercial use, or use in a live environment, of the Software.

10. GENERAL

1. **Data Protection.** The parties do not expect the performance of this Agreement or the use of the Software by the Customer to involve any sharing of Personal Data between them. In the event that Personal Data is or is expected to be shared the Customer agrees to enter into Paninsight's form of data processing or data sharing agreement, as applicable.
2. **Non-assignment.** No rights or obligations of a party under this Agreement shall be assigned or otherwise transferred to any third party without the prior written consent of the other party.
3. **Non-solicitation.** You will not solicit the services of any of our employees, officers, managers, servants or consultants during the term of this agreement and for a period of 1 year thereafter.
4. **Waiver.** We each acknowledge that any failure or delay by the other in exercising any right arising under this Agreement will not take effect as a waiver of that right or will any single or partial exercise prevent any further exercise of such right.
5. **Severability.** In the event that one of the provisions of this Agreement is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired.

6. Governing Law and Jurisdiction. This Agreement shall be governed by English Law and any disputes, claims or proceedings arising under it shall be subject to the exclusive jurisdiction of the English Courts.