



JIGSAW24

End user licence
agreement for privilege
access management
software for macOS

End user licence agreement for privilege access management software for macOS

IMPORTANT - READ CAREFULLY: This End User Licence Agreement ("Agreement") is a legal agreement between you (either an individual or a single entity) and Jigsaw Systems Limited ("Company") for the privilege access management software for MacOS, including any associated media, printed materials, and "online" or electronic documentation (collectively, the "Software"). Upon the first download, installation or use of the software by a user representing an organisation ("Initial User"), you and your organisation agree to be bound by the terms of this Agreement. This Agreement shall apply to any subsequent downloads and installations of the software by users within the same organisation ("Subsequent Users"). You shall be responsible for ensuring that any subsequent installations of the software by Subsequent Users comply with the terms of this Agreement. If you do not agree to the terms of this Agreement, do not install or use the Software.

1. **GRANT OF LICENCE.** Company grants you a non-exclusive, non-transferable, limited licence to use the Software solely for your personal or internal business purposes in accordance with the terms of this Agreement. You may not use the Software for any other purpose. You may not copy or distribute the Software except as necessary to use it on your or your organisations computer(s).
2. **FEES; INVOICING; PAYMENT & TAXES.**

Direct Purchases from Company. Company shall invoice you for all fees applicable to the licence term selected. You shall pay all undisputed invoices net thirty (30) days from the date of invoice. Except as expressly provided otherwise in this Agreement, fees are non-refundable, non-cancellable and not subject to set-off. All fees shall be payable in pounds sterling. If any undisputed fees remain unpaid by their due date, in addition to any other rights or remedies it may have under this Agreement or by matter of law, Company reserves the right to: (i) send a thirty (30) day notice of termination of any licence for which the applicable fees are overdue; and/or (ii) suspend the applicable licences until the overdue amounts are paid in full. In addition, at Company's discretion, any overdue amounts may accrue late charges at the maximum rate permitted by law from the date the fees were due until the date they are paid. You shall be responsible for all costs and expenses associated with the collection of overdue fees, including reasonable legal fees.

Purchases Through a Reseller Partner. If you purchase licences for the Software through a Reseller Partner, this Agreement will govern your use of such Software, but not the purchase. In such case, your payment obligations will be as agreed directly between you and the Reseller Partner. If a Reseller Partner notifies the Company that it is entitled to, and seeks to, terminate or suspend any licence purchased by you through the Reseller Partner, Company may suspend or terminate the licence(s) identified by the Reseller Partner.

3. **TAXES.** All fees are exclusive of sales and use taxes, value added taxes (VAT), or similar charges. You are responsible for payment of all sales and use taxes, value added taxes (VAT), or similar charges relating to the purchase and use of the Software licences. **OWNERSHIP.** You acknowledge and agree that the Software is provided under licence and not sold to you. You do not acquire any ownership interest in the Software under this Agreement or any rights other than to use the Software in accordance with the licence granted and subject to all terms and conditions of this Agreement. The Company and its licensors retain their entire right, title and interest in and to the Software, including all intellectual property and other proprietary rights worldwide, including patents, copyrights, trademarks, service marks, trade names, domain name rights, know-how, moral rights, trade secrets and all other intellectual or industrial property, including applications, registrations, renewals and extensions of such rights ("Intellectual Property Rights").
4. **OVERAGES.** Where you provision licences in excess of the volume initially purchased ("Overages"), you shall be invoiced monthly in arrears for any such Overages in increments of 25 licences on a pro-rata basis (rounded up to the nearest whole month) from the point the Overage first occurred.

5. **RESTRICTIONS.** You may not modify, reverse engineer, decompile, or disassemble the Software, except to the extent that such activity is expressly permitted by applicable law. You may not rent, lease, loan, sublicense, distribute, or create derivative works based on the Software in whole or in part. You shall not use the Software to develop any product or service that competes with the Software or any other product or service offered by the Company. You may not use the Software in any unlawful manner or for any unlawful purpose.
6. **SUPPORT SERVICES (APPLICABLE TO PREMIUM VERSION OF THE SOFTWARE ONLY).** The Company shall provide you with a support service which includes technical assistance and advisory of use of the Software, bug fixes, and patches for the Term (as defined in clause 8), and you may access such support services by submitting a support request through the Company's online support portal. The Company shall use commercially reasonable efforts to respond to each support request during normal business hours within five (5) business days of receipt by the Company of a fault query containing sufficient information describing the nature of the fault and its impact on your ability to use the Software.
7. **UPDATES.** The Company may from time to time in its sole discretion develop and provide bug fixes, patches error corrections and/or changes within the same version of the Software ("Updates"). Updates may modify or delete certain features and functionality. You agree that the Company has no obligation to provide any Updates or to continue to provide or enable any features or functionality, however, should the Company provide you with an Update you agree to download and install such Update as and when released by the Company at any time during the Term of this Agreement. Failure to install any Update(s) may render the support services null and void.
8. **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. The Company may, at its election and in its sole discretion, terminate this Agreement and your licence, access or use of all or any portion of the Software at any time at will and with or without cause. The Company is further entitled to obtain injunctive relief if your use of the Software is in violation of any restrictions set forth in this Agreement or applicable law. This Agreement will terminate automatically at the end of the time-limited duration or earlier if you fail to comply with any of the terms and conditions of this Agreement. Should any vendor software update, bug, or software change determine that the Software becomes unsupportable, the Company reserves the right to terminate this Agreement giving you no less than 30 working days' notice. Upon termination, you must immediately cease all use of the Software and destroy all copies of the Software in your possession.
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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. THE COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES OR CLAIMS RESULTING FROM MALICIOUS OR ACCIDENTAL MISUSE OF THE SOFTWARE.

11. **INDEMNITY.** You will, to the fullest extent permitted by law, indemnify the Company, 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.
12. **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.
13. **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 the Company 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 the Company'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.
14. **PRIVACY.** Information collected by the Company about you is generally governed by the Company's privacy policy, which can be viewed at <https://www.jigsaw24.com/privacy-notice>.
15. **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.
16. **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.
17. **VARIATION.** The Company reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a variation is material the Company 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 the Company. By continuing to access or use the Software 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 authorised to use the Software.
18. **ASSIGNMENT.** You may not assign this Agreement or otherwise transfer any rights or obligations under this Agreement, without the prior written consent of the Company.
19. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.
20. **ACKNOWLEDGEMENT.** BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND ACCEPT THE TERMS OF THIS AGREEMENT.