

PanIntelligence AWS Developer 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:

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| "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" | <p>to evaluate the Software to establish suitability for long term use by the Customer and to determine whether it is interested in further use of the Software. The Customer may, as part of this licence:</p> <ol style="list-style-type: none">1. connect the Software with Customer software in its test or development environment;2. use the Software to interrogate data sources; and3. permit no more than the number of users indicated on the Amazon Web Services website from time to time to access, develop against and test the Software through the Customer's environment; |
| "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 Recipient, whether before or after the date of this Agreement, or information ascertained or ascertainable by the Recipient from its evaluation of the Software but does not include information which:</p> <ol style="list-style-type: none">4. is or becomes generally available to the public, through no fault of the Recipient (except that any compilation of otherwise public information in a form not publicly known shall nevertheless be treated as Confidential Information); |

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| | <ol style="list-style-type: none"> 5. was, is or becomes available to the Recipient 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 Recipient; 6. 7. Recipient can prove to the reasonable satisfaction of Discloser and by reference to documentary evidence, was independently developed by or on behalf of Recipient 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" | <p>means any of the following:</p> <ol style="list-style-type: none"> 8. misuse, incorrect use of or damage from whatever cause (other than any act or omission by Paninsight), including failure or fluctuation of electrical power; 9. failure by the Customer to maintain the necessary environmental conditions for use; 10. use in combination with software which suffers a fault; 11. any act or omission of a third party; 12. any breach of the Customer's obligations under this Agreement howsoever arising; 13. any modification not authorised by Paninsight; or 14. operator error; |
| "Fees" | means the amounts payable by the Customer in accordance with the Amazon Web Services subscription, which may be increased in accordance with the agreement concluded between Amazon Web Services and the Customer; |
| "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, |

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| | 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; |
| "Open-Source EULA" | in respect of any Open-Source Software, the specific licence under which the relevant Open-Source Software is distributed as varied from time to time in accordance with the terms of such Open-Source EULA; |
| "Open-Source Software" | any software licensed under any form of open-source licence meeting, the Open Source Initiative's Open Source Definition (http://www.opensource.org/docs/definition.php) or any libraries or code licensed from time to time under the General Public Licence (as described by the Free Software Foundation and set out at http://www.gnu.org/licenses/gpl.html), or anything similar, included or used in, or in the development of, the Software; |
| "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 developer 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. |

15. Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

16. 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.
17. A reference to either party includes its personal representatives, successors and permitted assigns.
18. 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.
19. 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.
20. 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 employee's and agents only.
7. Restrictions. The Customer shall not, and shall procure that each User shall not, access, 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, is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; constitutes unsolicited or unauthorised advertising

or promotional material or any other form of similar solicitation (spam); or is in a manner that is otherwise illegal or causes damages or injury to any person or property.

8. Paninsight reserves the right, without liability or prejudice to its other rights or remedies, to disable the Customer's (and/or its Users') access to the Software or any material that breaches clause 4.4.
9. 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;
 2. decompile, disassemble, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, distribute, adapt or make error corrections to the Software in whole or in part;
 3. allow the Software to become the subject of any charge, lien or encumbrance;
 4. use the Software in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect, or in any way that harms or attempts to harm minors;
 5. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software available to any third party;
 6. use the Software to provide services to third parties;
 7. attempt to obtain, or assist third parties in obtaining, access to the Software;
 8. attempt to ascertain or list the source programmes or source code relating to the Software;
 9. deal in any other manner or deal with any third party for services, with regard to any or all of its rights and obligations under this Agreement, without the prior written consent of Paninsight.
10. The Customer shall, and shall ensure that Users shall:
 1. ensure that its own computer systems and associated environment are protected against the introduction of any Harmful Code;
 2. in the event of any such Harmful Code being introduced or unauthorised access or use, promptly notify Amazon Web Services;
 3. ensure that Users use the Software in accordance with the terms of this Agreement and shall be responsible for any User's breach of this Agreement;
 4. obtain and shall maintain all necessary licences, consents, and permissions necessary for use of the Software and for Paninsight to provide the Software;

5. ensure that its network and systems comply with any relevant specifications provided by Paninsight from time to time; and
 6. be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Paninsight's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or letting to the Customer's network connections or telecommunications links or caused by the internet.
11. The Software is provided on an "as is" basis. Paninsight does not warrant that its operation will be uninterrupted or error free and gives no warranties regarding the functionality, quality or availability or performance of the Software. All other conditions, warranties or other terms which might be implied or incorporated by statute, common law, or otherwise are hereby excluded.
12. **Open-Source Software.** The Customer acknowledges that the Software may, from time to time, contain Open-Source Software (or elements thereof) and that any such Open-Source Software is provided 'as is'. The Customer acknowledges that use of the Software may be subject to the terms of the applicable Open-Source EULA and shall ensure that it, and its Users, comply with the terms of any applicable Open-Source EULA.

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. The Customer acknowledges that taking any measure to prevent Paninsight from performing a digital audit shall constitute a material breach of this Agreement.
3. **Third party content.** The Customer acknowledges (and shall ensure that its Users acknowledge) that the Software may enable or assist it to access the services and content of third parties and configure accounts managed by third parties and that it does so solely at its own risk. Paninsight makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the use of, or correspondence with, any such third-party, or any transactions completed, or any contract entered into by the Customer, or its Users, with any such third party. Any contract entered into or any transaction completed via any third-party is between the Customer (or its Users, as applicable) and the relevant third-party, and not Paninsight. Paninsight does not endorse or approve any third-party content or services of any third-party.

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.** The Customer grants Paninsight a non-transferable, non-exclusive, royalty free, worldwide licence to reproduce and display the Customer's logo, trademarks and name in order to refer to the Customer as a customer 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, tort (including without limitation negligence or breach of statutory duty howsoever arising), shall not in any event exceed a sum equal to £100.
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.