

GSPV LIMITED END USER LICENCE AGREEMENT

This licence agreement (**Licence**) is a legal agreement between you (**Licensee or you**) and GSPV Limited, registered in England and Wales under company number 09888099 and having its registered office at Senna Building, Gorsuch Pl, London E2 8JF United Kingdom (**GSPV, Licensor, us or we**) for:

- the Services and Support Services (each as defined below) set out in this agreement which shall be provided to the Customer by GSPV, or a third party reseller through which you obtained a licence to the Xelix Software (the **Reseller**), during the agreement;
- the Xelix Software platform provided by GSPV as part of the Services and made available via the Portal (**Software**); and
- the operating manuals, user instruction manuals, technical literature and all other related materials made available to the Customer by GSPV from time to time in respect of the Services (**Documentation**).

We license use of the Services, Support Services, Software, and Documentation to you on the basis of this Licence. We do not sell the Services, Support Services, Software or Documentation to you. We remain the owners of the Services, Support Services, Software and Documentation at all times.

The Licensee shall be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Portal, and that all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Licensee's (and any relevant member of the Licensee Group's) network connections or telecommunications links or caused by the internet.

By signing below you agree to the terms of this licence which will bind you.

Licensee Company

Name:

Signature:

GSPV ltd:

Name:

Signature:

You should print a copy of this Licence for future reference.

1. LICENCE

1.1 The following defined terms are used in this Licence:

- (a) **Authorised Users** means the employees, agents and independent contractors of you, your subsidiaries and affiliates, who you authorise to use the Services, the Software and the Documentation.
- (b) **Good Industry Practice** means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector
- (c) **Licensee Data** means the data inputted by or on behalf of you, for the purpose of using or facilitating your use of the Services, Software or Documentation and any data generated by, or derived from your use of the Services, Software or Documentation, whether hosted or stored within the Services, Software or Documentation or elsewhere.
- (d) **Order Form** means the order form signed by both parties.
- (e) **Services** means the standard services provided by Licensor, or Reseller, to implement the Xelix system end-to-end in order to go-live and dashboards and reports once set-up services are complete.
- (f) **Support Services** means ongoing support provided by a dedicated account manager, training and on-site or virtual support where requested from time to time.
- (g) **User Subscriptions** means the user subscriptions purchased by you, or on your behalf, from the Licensor (or an entity authorised by the Licensor to provide them), in accordance with the terms of the agreement you hold with that entity, which entitle Authorised Users to access and use the Services, Software and the Documentation in accordance with this agreement.
- (h) **Viruses** means any thing or device (including any software, code, file or programme) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.
- (i) **Vulnerability** means a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.

1.2 In consideration of payment by you of the agreed licence fee as stated in the Order Form (**Licence Fee**) and you agreeing to abide by the terms of this Licence, we grant to you a limited, non-exclusive, non-transferable, revocable licence, without the right to

sublicense, to access and use the Services (and the Software and the Documentation in connection with the Services) on the terms of this Licence, solely for your internal business operations.

1.3 You shall:

- (a) provide the Licensor with:
 - (i) all necessary co-operation in relation to this Licence; and
 - (ii) all necessary access to such information as may be required by the Licensor,

to the extent required to provide the Services, Software and Documentation including but not limited to Licensee Data, security access information and configuration services;
- (b) without affecting your other obligations under this Licence, comply with all applicable laws and regulations with respect to your activities under this Licence; and
- (c) ensure that your network and systems comply with the relevant specifications provided by the Licensor from time to time.

1.4 You shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all Licensee Data. You hereby license us to use the Licensee Data for:

- (a) the proper performance of the Services, including the provision of the Software and the Documentation;
- (b) the purposes set out in our Privacy Notice as described in condition 9.
- (c) all other purposes relevant to the proper exercise of our rights and obligations under this agreement.

1.5 You acknowledge and agree that a Reseller may also have access to the Licensee Data in connection with this Agreement and the provision of Services. We do not accept any liability for the acts or omissions of a Reseller in connection with the Licensee Data.

1.6 You undertake that:

- (a) the maximum number of Authorised Users that you authorise to access and use the Services, Software and the Documentation shall not exceed the number of User Subscriptions you have purchased from time to time as described in the Order Form;
- (b) you will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services, Software and/or

Documentation;

- (c) you shall permit the Licensor or the Licensor's designated auditor to audit the Services to verify that your use of the Services, Software and Documentation does not exceed the total number of User Subscriptions purchased. This audit may take place physically on the Licensee's premises, or remotely, at the Licensor's option, and the Licensor may deploy reasonable online audit tools via the Services for these purposes;
- (d) you shall supervise and control use of the Services, Software and Documentation and ensure they are used by your employees only in accordance with the terms of this Licence; and
- (e) you shall comply with all applicable technology control or export laws and regulations.

2. RESTRICTIONS

2.1 In consideration of you agreeing to abide by the terms of this Licence, the Licensor hereby grants to you (and any relevant member of the Licensee's Group) a non-exclusive, non-transferable licence to use the Software and the Documentation on the terms of this Licence.

2.2 Except as expressly set out in this Licence or as permitted by any local law which is incapable of exclusion by agreement between the parties, you shall not:

- (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software, Services and/or Documentation (as applicable) in any form or media or by any means; or
- (b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software or Services;
- (c) access all or any part of the Services, Software or Documentation to build a product or service which competes with the Services, Software or the Documentation;
- (d) use the Services, Software or Documentation to provide services to third parties;
- (e) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services, Software or Documentation available to any third party except the Authorised Users; or
- (f) attempt to obtain, or assist third parties in obtaining, access to the Services, Software or Documentation, other than as provided under this Licence.

2.3 You shall not use the Services to:

- (a) access and/or use (or allow the access and/or use of) the Services, Software and Documentation in any way which is contrary to the terms of this agreement;
- (b) distribute or transmit to the Licensor any Viruses or Vulnerability and shall implement procedures in line with Good Industry Practice to prevent such distribution or transmission;
- (c) store, access, publish, disseminate, distribute or transmit any material which:
 - (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (ii) facilitates illegal activity;
 - (iii) depicts sexually explicit images;
 - (iv) promotes unlawful violence;
 - (v) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - (vi) is otherwise illegal inappropriate, fraudulent, deceptive or causes damage or injury to any person or property,
- (d) rent, lease, or provide access to the Services on a time-share or service bureau basis; or
- (e) attempt to obtain, or assist third parties in obtaining, access to the Services, Software and/or Documentation, other than as permissible under this agreement,

and we reserve the right, on no less than thirty (30) days' prior written notice to you, such notice specifying the breach of this condition and requiring it to be remedied within the thirty (30) day period, to disable your access to the Services, Software and Documentation for the duration of time that the breach remains unremedied.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 You acknowledge that all intellectual property rights in the Services, Software and Documentation anywhere in the world belong to us or our licensors, that rights in the Services, Software and Documentation are licensed (not sold) to you, and that you have no rights in, or to, the Services, Software or the Documentation other than the right to use them in accordance with the terms of this Licence.
- 3.2 You acknowledge that you have no right to have access to any Software in source code form.

4. LIMITED WARRANTY

- 4.1 We warrant that provided, and for as long as, you receive Support Services:

- (a) the Services and Software will, when properly used and on an operating system for which it was designed, perform substantially in accordance with the functions described in the Documentation; and,
- (b) that the Documentation correctly describe the operation of the Services and Software in all material respects.

4.2 We:

- (a) do not warrant that the Licensee (or any relevant member of the Licensee Group's) use of the Services will be uninterrupted or error-free; nor that the Services, Software, Documentation and/or the Deliverables will meet the Licensee's (or any relevant member of the Licensee Group's) requirements;
- (b) shall not be responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Licensee acknowledges that the Services, Software and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities; and
- (c) except to the extent prohibited by law, exclude all warranties, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment, and any warranties arising out of any course of dealing or usage of trade.

4.3 If you notify us in writing of any defect or fault in the Services or Software as a result of which it fails to perform substantially in accordance with the Documentation, we will, at our sole option, either repair or replace the Services or Software, provided that you make available all the information that may be necessary to help us to remedy the defect or fault, including sufficient information to enable us to recreate the defect or fault.

4.4 The warranty shall not apply if the defect or fault in the Services or Software results from you having used the Services, Software or Documentation in breach of the terms of this Licence.

4.5 This agreement shall not prevent us from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar or the same to those provided under this agreement.

4.6 We warrant that we have and will maintain all necessary licences, consents, and permissions necessary for the performance of our obligations under the agreement.

5. LIMITATION OF LIABILITY

- 5.1 You accept responsibility for the selection of the Services to achieve your intended results and acknowledge that the Services, Software and Documentation have not been developed or designed to meet or support any individual requirements you have, including any particular cybersecurity requirements you might be subject to, or any regulated activity that you may be engaged in, including the provision of an online intermediation service, an online search engine or service that facilitates online interaction between users (such as, but not limited to, a social media platform) (each a Regulated Activity). If you use the Services for any Regulated Activity you agree to comply with any requirements that apply to such Regulated Activity from time to time (including in any jurisdiction in which you operate or where the Regulated Activity is undertaken) and you shall defend, indemnify and hold us harmless against any loss or damage (including regulatory fines or penalties) costs (including legal fees) and expenses which we may suffer or incur as a result of your breach of this clause 5.1.
- 5.2 We only supply the Services, Software and Documentation for internal use by your business, and you agree not to use the Services, Software or Documentation for any resale purposes.
- 5.3 We shall not in any circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence for:
- (a) loss of profits, sales, business, or revenue;
 - (b) business interruption;
 - (c) loss of anticipated savings;
 - (d) wasted expenditure;
 - (e) [loss or corruption of data or information;]
 - (f) loss of business opportunity, goodwill or reputation,
- where any of the losses set out in *Condition 5.3(a) to Condition 5.3(f)* are direct or indirect; or
- (g) any special, indirect or consequential loss, damage, charges or expenses.
- 5.4 Other than the losses set out in Condition 5.3 (for which we are not liable), our maximum aggregate liability under or in connection with this Licence whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to an amount equal to no more than the total of the fees paid under this license in the previous 12 months. This maximum cap does not apply to Condition 5.5.
- 5.5 Nothing in this Licence shall limit or exclude our liability for:

- (a) death or personal injury resulting from our negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability that cannot be excluded or limited by English law.

5.6 This Licence sets out the full extent of our obligations and liabilities in respect of the supply of the Services, Software and Documentation. Except as expressly stated in this Licence, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Services and Documentation which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

6. TERMINATION

6.1 We may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.

6.2 On termination for any reason:

- (a) all rights granted to you under this Licence shall cease;
- (b) you must immediately cease all activities authorised by this Licence; and
- (c) you must immediately and permanently delete or disable interfaces to the Services from all computer equipment in your possession, and immediately destroy, delete or return to us (at our option) all copies of the Documentation and Software then in your possession, custody or control and, in the case of destruction or deletion, certify to us that you have done so.

7. COMMUNICATIONS BETWEEN US

7.1 We may update the terms of this Licence at any time on notice to you in accordance with this Condition 7. Your continued use of the Services, Software and Documentation following the deemed receipt and service of the notice under Condition 7.3 shall constitute your acceptance to the terms of this Licence, as varied. If you do not wish to accept the terms of the Licence (as varied) you must immediately stop using and accessing the Services, Software and Documentation on the deemed receipt and service of the notice.

7.2 If we have to contact you, we will do so by email or by pre-paid post to the address you provided in accordance with your [order for OR registration of] the Services.

- 7.3 Any notice:
- (a) given by us to you will be deemed received and properly served 24 hours after it is first posted on our website, 24 hours after an email is sent, or three days after the date of posting of any letter; and
 - (b) given by you to us will be deemed received and properly served 24 hours after an email is sent, or three days after the date of posting of any letter.
- 7.4 In proving the service of any notice, it will be sufficient to prove, in the case of posting on our website, that the website was generally accessible to the public for a period of 24 hours after the first posting of the notice; in the case of a letter, that such letter was properly addressed, stamped and placed in the post to the address of the recipient given for these purposes; and, in the case of an email, that such email was sent to the email address of the recipient given for these purposes.

8. EVENTS OUTSIDE OUR CONTROL

- 8.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Licence that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in Condition 8.2.
- 8.2 An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation failure of public or private telecommunications networks.
- 8.3 If an Event Outside Our Control takes place that affects the performance of our obligations under this Licence:
- (a) our obligations under this Licence will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
 - (b) we will use our reasonable endeavours to find a solution by which our obligations under this Licence may be performed despite the Event Outside Our Control.

9. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 9.1 Under data protection legislation, we are required to provide you with certain information about who we are, how we process the personal data of those individuals who use the Services, Software and the Documentation and for what purposes and those individuals' rights in relation to their personal data and how to exercise them. This information is provided in www.xelix.com/privacy-policy/ (**Privacy Notice**) and it is important that you read that information.

10. OTHER IMPORTANT TERMS

- 10.1 We may transfer our rights and obligations under this Licence to another organisation, but this will not affect your rights or our obligations under this Licence.
- 10.2 You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.
- 10.3 This Licence and any document expressly referred to in it constitutes the entire agreement between us and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between us, whether written or oral, relating to its subject matter.
- 10.4 You acknowledge that in entering into this Licence you do not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Licence or any document expressly referred to in it.
- 10.5 You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Licence or any document expressly referred to in it.
- 10.6 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 10.7 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 10.8 Each of the conditions of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 10.9 This Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both irrevocably agree to the exclusive jurisdiction of the courts of England and Wales.