

SOFTWARE LICENCE AGREEMENT (AMAS VR App) – Jan 2021 (V1.0)

Licence Agreement Details

Definition	Details
Licence Start Date:	Date of Purchase
Estimated Delivery Date	Within 48 hours of date of purchase
Supplier	Company Name: Extend Robotics Limited Company Number: 12171849 Address: Devonshire House, 582 Honeypot Lane, Stanmore, HA7 1JS
Description	<p>Extend AMAS VR App offers a VR-based human-robot interface software solution. It runs on the consumer PC and Oculus Quest 2 VR equipment. You can use the app to experience and train yourself for teleoperation in fully immersive simulation or connect to real robots using the same simulation interface.</p> <p>You will receive links to download the app as zip file in the thank you page of the checkout, along with an emailed link that will last for 30 days</p> <p>Once downloaded and unzipped you can run the AMAS.exe on a VR ready windows PC with your Oculus Quest or Oculus Quest 2 running in Oculus Link mode. Then you can immediately experience gesture-based robot operation in simulation in this fully immersive VR app.</p> <p>No software update are provided with this offer.</p>
Licence Purpose	<p>The grant of these licenses for trailing the AMAS VR App (PC)</p> <p>For the avoidance of doubt, this licence does not include (amongst other things): commercial use</p>
Licence Term	These licenses will expire in 36 months from the Licence Start Date
Territory	As defined by users delivery address
Users	The Customer may install 3 copies of the Software on three (3) computers to be used by not more than 1 users at any one time.
Sites	The Software may only be installed with the territory and country where it was purchased.
Equipment	The Software may only be used on the following equipment: Consumer computer, consumer VR equipment and TiAGo robot.
Authorised Licensees	<i>None</i>

1. The Supplier has agreed to grant to the Customer a licence to use the Software on the terms of this Agreement.
2. This Licence Agreement is made up of the following:
 - a) the Licence Agreement Details;
 - b) the Licence Agreement Conditions; and
3. If there is any conflict or ambiguity between the terms of the documents listed in paragraph 2, the term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

Licence Agreement Conditions of Sale.

1 Definitions and interpretation

In addition to the defined terms set out in the Licence Agreement Details, the following definitions apply to this Agreement:

Business Day means a day other than a Saturday, Sunday or bank or public holiday in England;

Confidential Information means all information (whether in oral, written or electronic form) relating to a party's business which may reasonably be considered to be confidential in nature including information relating to that party's technology, know-how, Intellectual Property Rights, assets, finances, strategy, products and customers. All information relating to the Software, the User Manual, the Description and any other technical or operational specifications or data relating to the Software shall be part of the Supplier's Confidential Information;

Delivery Method means the online link that is provided to the relevant User in order to download and install the Software;

Intellectual Property Rights means any and all copyright, rights in inventions, patents, know-how, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, utility models, domain names and all similar rights and, in each case: (i) whether registered or not; (ii) including any applications to protect or register such rights; (iii) including all renewals and extensions of such rights or applications; (iv) whether vested, contingent or future; and (v) wherever existing;

1.1 In this Agreement:

1.1.1 a reference to this Agreement includes its schedules;

1.1.2 the table of contents, background section and the clause, paragraph, schedule or other headings in this Agreement are included for convenience only and shall have no effect on interpretation;

1.1.3 a reference to a 'party' includes that party's successors and permitted assigns;

1.1.4 words in the singular include the plural and vice versa;

1.1.5 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;

1.1.6 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form;

IP Claim has the meaning given in clause 11.1.1;

Parties means the Supplier and the Customer;

Software Update and Upgrade Fees means the additional fees which may apply in relation to any Update or Upgrade that the Supplier creates from time to time.

Software means the proprietary software of the Supplier identified in the Licence Agreement Details, including any Updates or Upgrades made available by the Supplier under this Agreement;

Support Agreement means any agreement between the parties for the provision of the technical support and other services relating to the Software;

Support Fee means the additional fees which may apply in relation to any Support Agreement as agreed in writing from time to time.

Update means a software maintenance update, patch or bug-fix which does not constitute an Upgrade;

Upgrade means a version or release of software intended to have new or improved functionality or designated by the Supplier as an upgrade;

User Manual has the meaning given in clause 7.1;

VAT means United Kingdom value added tax, any other tax imposed in substitution for it and any equivalent or similar tax imposed outside the United Kingdom;

Warranty Period has the meaning given in clause 10.1

1.1.7 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time except to the extent that any such amendment, extension or re-enactment would increase or alter the liability of a party under this Agreement;

1.1.8 a reference to legislation includes all subordinate legislation made from time to time under that legislation; and

1.1.9 a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.

2 Licence

2.1 Subject to the terms of this Agreement and payment of the Licence Fee, the Supplier grants the Customer a non-exclusive licence to install and use the Software for the Licence Purpose in the Territory for the Licence Term.

- 2.2 The licence includes a right for the Customer to grant sub-licences to the Authorised Licensees. The Customer shall:
- 2.2.1 be liable for the acts and omissions of the Authorised Licensees as if they were its own; and
- 2.2.2 procure that each Authorised Licensee is aware of, and complies with, the obligations and restrictions imposed on the Customer under this Agreement, including all obligations and restrictions relating to record keeping, audits and installation or use of the Software and the Supplier's Confidential Information.
- 2.3 The licence includes a right for the Customer to grant sub-licences to third parties engaged to provide outsourcing or consultancy services to the Customer, provided the Supplier has given its prior written approval in relation to each proposed sub-licence. The Customer shall:
- 2.3.1 be liable for the acts and omissions of the third party as if they were its own; and
- 2.3.2 procure that the third party is aware of, and complies with, the obligations and restrictions imposed on the Customer under this Agreement, including all obligations and restrictions relating to record keeping, audits and installation or use of the Software and the Supplier's Confidential Information.
- 2.4 The Customer acknowledges that the Supplier shall be entitled to withhold approval under clause 2.3 at its discretion or to make any approval conditional on the payment of additional fees or such other terms as the Supplier considers appropriate.
- 2.5 Any sub-licences granted by the Customer under clause 2.3 shall prohibit further sub-licensing and shall include a provision to the effect that the sub-licence shall terminate immediately on expiry or termination of this Agreement.
- 2.6 Without prejudice to any other rights or obligations of either party, if the Customer at any time has or obtains additional copies of the Software beyond those licensed under this Agreement (including duplicate deliveries), it shall promptly destroy the additional copies.
- 3 Limitations on use**
- 3.1 Except as expressly permitted under this Agreement or by law, the Customer shall not:
- 3.1.1 use, copy, modify, adapt, correct errors, or create derivative works from, the Software;
- 3.1.2 decode, reverse engineer, disassemble, decompile or otherwise translate or convert the Software other than in the circumstances set out in clause 3.2;
- 3.1.3 assign, sub-licence, lease, resell, distribute or otherwise deal in or encumber the Software;
- 3.1.4 remove or modify any copyright or similar notices, or any of the Supplier's or any other person's branding, that the Software causes to be displayed when used or that is displayed in the User Manual or on any packaging accompanying the Software if delivered on physical media;
- 3.1.5 install or use the Software, or permit it to be installed or used, on behalf of any third party; or
- 3.1.6 attempt to circumvent or interfere with any security features of the Software.
- 3.2 If it is necessary for the Customer to decompile the Software in order to create an independent program to allow the interoperability of the Software with other software, it shall notify the Supplier in writing in advance and request the provision of the information necessary to enable such interoperability. The Supplier may, but is not obliged to, provide such information and assistance to the Customer as it considers appropriate.
- 3.3 The Customer may make such backup copies of the Software as is reasonably necessary.
- 3.4 The Customer shall not exceed the Licence Restrictions and acknowledges that it shall be required, without prejudice to any other rights or remedies to which the Supplier may be entitled, to pay the Supplier at the Supplier's then-current rates for any additional usage of the Software.
- 3.5 Notwithstanding any Licence Restrictions in respect of the sites at which the Software can be used or the equipment on which it may be installed, the Customer may:
- 3.5.1 install (and keep installed) the Software at one backup site during the Licence Term provided the Customer has given the Supplier at least five days' prior written notice of the relevant site and of any change of site from time to time;
- 3.5.2 use the Software at the backup site referred to in clause 3.5.1, provided that the use of the Software does not exceed a consecutive period of two months per calendar year during the Licence Term where the Customer is prevented from using the Software at the original site due to circumstances beyond the Customer's reasonable control; and
- 3.5.3 for the purposes of testing the Customer's disaster recovery and business continuity arrangements, use the Software installed at the backup site referred to in clause 3.5.2 for such reasonable period of time (not exceeding one week per calendar year during the

Licence Term) as is necessary to complete the disaster recovery and business continuity testing.

3.6 The Customer shall ensure that the backup site referred to in clause 3.5 remains under the Customer's direct ownership and control and the Customer shall promptly notify the Supplier when the Customer's temporary use of the Software begins and ceases.

3.7 The Customer shall install and use the Software at all times in accordance with the User Manual and all other terms of this Agreement.

3.8 The Customer shall be permitted to use the Software in machine-readable object code form only.

3.9 The Customer shall notify the Supplier in writing as soon as it becomes aware of any actual or suspected unauthorised installation or use of the Software (including any installation or use in excess of the Licence Restrictions).

4 Delivery and installation

4.1 The Supplier shall use reasonable endeavours to deliver the Software to the Customer in the manner and on the date specified in the Licence Agreement Details or as otherwise agreed in writing.

4.2 If the Software is to be delivered to the Customer on physical media, the risk in the media shall pass to the Customer when it is dispatched by the Supplier.

4.3 If the Software is to be made available for download by the Customer, the Supplier shall notify the Customer when the Software is ready to be downloaded and shall provide all reasonable instructions, including any necessary activation codes or licence keys. It is the Customer's responsibility to ensure that its computer system and network connection is capable of downloading the Software.

4.4 Unless otherwise agreed in writing, the Customer shall be responsible for installing the Software in accordance with the instructions provided by the Supplier.

5 Support and maintenance

5.1 Unless otherwise agreed in writing the Customer shall not be entitled to receive Updates or Upgrades to the Software.

5.2 The provisions of clause 5.1 do not apply to any Updates provided by the Supplier pursuant to its warranty and other express obligations under this Agreement.

5.3 Any services provided by the Supplier to the Customer other than as expressly provided for under

this Agreement shall be charged to the Customer at the Supplier's standard charges for such services in force from time to time.

6 Training

6.1 Where agreed between the Customer and the Supplier in writing, and subject to clause 6.2, the Supplier shall provide training and guidance to the Customer on the use of the Software.

6.2 The Customer acknowledges that any training provided under clause 6.1 shall be provided:

6.2.1 at the Supplier's discretion and subject to the availability of the Supplier's personnel;

6.2.2 at the Supplier's standard charges for training services in force from time to time; and

6.2.3 at the premises of the Supplier or such other location as the parties may agree.

7 User Manual

7.1 The Supplier shall provide or make available online a set of documentation (**User Manual**) containing instructions on how to use the Software and detailing any specific user requirements or restrictions relating to the Software. Any help files supplied with the Software and information on the Supplier's websites shall be deemed to form part of the User Manual.

7.2 The User Manual shall be updated by the Supplier from time to time in such manner as the Supplier sees fit. Where updates to the User Manual are made available online, the Supplier shall not be obliged to provide updated hard copy versions of the User Manual, which shall be deemed to incorporate the online updates from the date on which they are made available.

8 Licence Fee

8.1 The Licence Fee and any other charges (including expenses) expressly agreed between the parties in writing shall be paid by the Customer at the rates and in the manner described in Invoicing Instructions.

8.2 The Supplier shall invoice the Customer **in accordance with the Invoicing Instructions** for all sums due under this Agreement, and the invoices shall be paid within 7 calendar days of the date on the invoice.

8.3 Where purchased via the website the Customer will pay the amount due at checkout.

8.4 The Licence Fee and any other charges payable under this Agreement are exclusive of VAT which shall be

- payable by the Customer at the rate and in the manner prescribed by law.
- 8.5 The Supplier shall have the right to charge interest on overdue invoices at the rate of 4% per year above the base rate of the Bank of England, calculated from the date when payment of the invoice becomes due for payment up to and including the date of actual payment whether before or after judgment.
- 9 Records and audit**
- 9.1 The Customer shall maintain accurate and complete records of its and its sub-licensees installation and usage of the Software including:
- 9.1.1 the number of copies (including backup copies);
- 9.1.2 the number of users; and
- 9.1.3 the installation sites and equipment on which it is installed.
- 9.2 Within ten Business Days of being requested to do so by the Supplier, the Customer shall provide the Supplier with copies of the records referred to in clause 9.1 for the purpose of verifying that the Customer's treatment of the Software is in accordance with this Agreement.
- 9.3 The Customer shall allow and procure for the Supplier (and any authorised representatives of the Supplier) access to its premises and those of its sub-licensees to inspect the equipment on which the Software is installed or on which the Supplier reasonably believes the Software might be installed, and to audit (and take copies of) the relevant records of the Customer and the sub-licensees, to the extent necessary to verify that the installation and use of the Software is in accordance with this Agreement.
- 9.4 Unless otherwise agreed in writing, the inspections and audits referred to in clause 9.3 shall be undertaken:
- 9.4.1 during the Customer's normal business hours on Business Days;
- 9.4.2 subject to the provision by the Supplier of a minimum of five Business Days' notice; and
- 9.4.3 not more than twice in any calendar year during the Licence Term.
- 9.5 At the Supplier's option, the audit and inspection referred to in clause 9.3 may be undertaken by way of remote access or by way of physical attendance at any premises where the Customer (or any person to whom use of the Software is sub-licensed) locates its computer equipment.
- 9.6 The Customer shall, at its own cost, provide all reasonable assistance and cooperation to the Supplier in conducting any inspection or audit undertaken under this clause 9. The Supplier shall comply with the Customer's reasonable directions in order to minimise disruption to the Customer's business and to safeguard the confidentiality of the Customer's Confidential Information.
- 9.7 The provisions of this clause 9 shall survive termination or expiry of this Agreement for a period of 12 months.
- 10 Warranty**
- 10.1 The Supplier warrants that the Software shall operate materially in accordance with the Description when used in accordance with this Agreement for 60 calendar days from the date the Software is first made available for download or delivered (the **Warranty Period**).
- 10.2 If the Customer receives any Update or Upgrade of the Software under this Agreement or any Support Agreement during the Warranty Period, such Update or Upgrade will be covered under the warranty at clause 10.1 for the remainder of that original Warranty Period, but that Warranty Period will not be restarted or extended and no new Warranty Period shall apply as a result of any Update or Upgrade to the Software.
- 10.3 If there is a breach of the warranty in clause 10.1, provided the Customer notifies the Supplier in writing within the Warranty Period and provides sufficient information to enable the Supplier to reproduce any errors, the Supplier shall, at its option:
- 10.3.1 use reasonable endeavours to correct the errors in the Software within a reasonable time; or
- 10.3.2 terminate this Agreement and refund any unused prepaid Licence Fee as at the date of termination.
- 10.4 The warranty in clause 10.1 is subject to the Customer complying with its obligations under, and using the Software in accordance with, this Agreement and is also subject to the limitations and exclusions set out in clause 12. In addition, the warranty shall not apply to the extent that any error in the Software arises as a result of:
- 10.4.1 incorrect operation or use of the Software (including any failure to follow the User Manual);
- 10.4.2 installation or use of the Software other than for the purposes for which it is intended;
- 10.4.3 modification or alteration of the Software without the written consent of the Supplier;

10.4.4	installation or use of the Software with other software or on equipment with which it is incompatible;	11.1.2	pay, subject to clause 11.3, all costs and damages awarded or agreed in settlement or final judgment of an IP Claim.
10.4.5	attempted repair, rectification or maintenance by any person other than the Supplier or a third party authorised in writing by the Supplier;	11.2	The provisions of clause 11.1 shall not apply unless the Customer:
10.4.6	failure to notify the Supplier of any error within a reasonable period of time of it first occurring; or	11.2.1	promptly notifies the Supplier upon becoming aware of any actual or threatened IP Claim and provides full written particulars;
10.4.7	failure to install any Update or Upgrade recommended and made available by the Supplier.	11.2.2	makes no comment or admission and takes no action that may adversely affect the Supplier's ability to defend or settle the IP Claim;
10.5	The Customer acknowledges that the Supplier does not give any warranty or representation and does not accept any liability (howsoever arising whether under contract, tort, in negligence or otherwise) in relation to:	11.2.3	provides all assistance reasonably required by the Supplier subject to the Supplier paying the Customer's reasonable costs; and
10.5.1	the Software meeting the Customer's individual needs or business requirements, whether or not such needs or requirements have been communicated to the Supplier;	11.2.4	gives the Supplier sole authority to defend or settle the IP Claim as the Supplier considers appropriate.
10.5.2	the Software operating in a manner which is uninterrupted or free from minor errors or defects; or	11.3	The provisions of clause 12 shall apply to any payment of costs and damages awarded or agreed in settlement or final judgment of an IP Claim under clause 11.1.
10.5.3	the Software being compatible with any software or with any particular hardware or equipment.	11.4	If the Software is or is likely to become subject to an IP Claim, the Supplier shall use reasonable endeavours to:
10.6	Subject to clause 12.5, the provisions of clauses 10.3 and 11 set out the Customer's sole and exclusive remedy (howsoever arising, whether in contract, tort, negligence or otherwise) for any breach of clause 10.1 or for any other error or defect in, defective performance or inability to use the Software or any part of it.	11.4.1	obtain the right for the Customer to continue to use the Software; or
10.7	Other than as set out in this clause 10, and subject to clause 12.5, all warranties, conditions, terms, undertakings or obligations whether express or implied and including any implied terms relating to quality, fitness for any particular purpose, reasonable care and skill or ability to achieve a particular result are excluded to the fullest extent allowed by applicable law.	11.4.2	replace or modify the Software (or the part of it subject to the IP Claim) so that it becomes non-infringing without materially affecting the functionality of the Software set out in the Description.
11	Intellectual Property Rights	11.5	If the Supplier is unable to achieve either of the outcomes described in clause 11.4 having used reasonable endeavours (including where the costs of doing so are commercially prohibitive) or otherwise elects to proceed under this clause 11.5 then, on receiving written notification from the Supplier, the Customer shall promptly uninstall the Software and this Agreement shall immediately terminate. The Supplier shall refund the Customer on a pro-rata basis for any unused proportion of Licence Fees paid in advance. This clause 11.5 is without prejudice to the Customer's rights and remedies under clauses 11.1.
11.1	Subject to clauses 11.2 and 11.6, the Supplier shall:	11.6	The Supplier shall have no liability or obligation under this clause 11 in respect of (and shall not be obliged to defend) any IP Claim which arises in whole or in part from:
11.1.1	defend at its own expense any claim brought against the Customer by any third party alleging that the Customer's use of the Software infringes any copyright, database right or registered trade mark, registered design right or registered patent in the United Kingdom (an IP Claim); and	11.6.1	any modification of the Software without the Supplier's express written approval;

- 11.6.2 installation or use of the Software otherwise than in accordance with this Agreement, the User Manual or the Supplier's instructions; or
- 11.6.3 installation or use of the Software in combination with any software, hardware or data that has not been supplied or expressly authorised by the Supplier.
- 11.7 Subject to clause 12.5, the provisions of this clause 11 set out the Customer's sole and exclusive remedy (howsoever arising, including in contract, tort, negligence or otherwise) for any IP Claim.
- 11.8 Except for the rights to install and use the Software and the User Manual expressly granted in this Agreement, the Customer shall not acquire in any way any title, rights of ownership, or Intellectual Property Rights of whatever nature in the Software, User Manual or in any copies of them and no Intellectual Property Rights of either party are transferred or licensed as a result of this Agreement.

12 Limitation of liability

- 12.1 The extent of the Supplier's liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation or under any indemnity) shall be as set out in this clause 12.
- 12.2 Subject to clause 12.5, the Supplier's total aggregate liability howsoever arising under or in connection with this Agreement shall not exceed an amount equal to 100% of the Licence Fee.
- 12.3 Subject to clause 12.5, the Supplier shall not be liable for consequential, indirect or special losses.
- 12.4 Subject to clause 12.5, the Supplier shall not be liable for any of the following (whether direct or indirect):
 - 12.4.1 loss of profit;
 - 12.4.2 loss or corruption of data;
 - 12.4.3 loss or corruption of software or systems;
 - 12.4.4 loss or damage to equipment;
 - 12.4.5 loss of use;
 - 12.4.6 loss of production;
 - 12.4.7 loss of contract;
 - 12.4.8 loss of opportunity;
 - 12.4.9 loss of savings, discount or rebate (whether actual or anticipated); and/or

- 12.4.10 harm to reputation or loss of goodwill.
- 12.5 Notwithstanding any other provision of this Agreement, the Supplier's liability shall not be limited in any way in respect of the following:
 - 12.5.1 death or personal injury caused by negligence;
 - 12.5.2 fraud or fraudulent misrepresentation; or
 - 12.5.3 any other losses which cannot be excluded or limited by applicable law.

13 Term and termination

- 13.1 This Agreement shall come into force on the Commencement Date and unless terminated earlier in accordance with the provisions of this Agreement shall continue for the duration of the Licence Term after which it shall automatically expire.
- 13.2 Either party may terminate this Agreement at any time by giving notice in writing to the other party if:
 - 13.2.1 the other party commits a material breach of this Agreement and such breach is not remediable;
 - 13.2.2 the other party commits a material breach of this Agreement which is not remedied within 20 Business Days of receiving written notice of such breach; or
 - 13.2.3 the other party has failed to pay any amount due under this Agreement on the due date and such amount remains unpaid within 20 Business Days after the other party has received notification that the payment is overdue.
- 13.3 Any breach by the Customer of clause 3 shall be deemed a material breach of this Agreement which is not remediable.
- 13.4 The Supplier may terminate this Agreement at any time by giving notice in writing to the Customer if the Customer:
 - 13.4.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
 - 13.4.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the Supplier reasonably believes that to be the case;
 - 13.4.3 becomes subject to a moratorium under Part A1 of the Insolvency Act 1986;
 - 13.4.4 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
 - 13.4.5 becomes subject to a restructuring plan under Part 26A of the Companies Act 2006;

- 13.4.6 becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006;
- 13.4.7 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
- 13.4.8 has a resolution passed for its winding up;
- 13.4.9 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
- 13.4.10 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within five Business Days of that procedure being commenced;
- 13.4.11 has a freezing order made against it;
- 13.4.12 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items;
- 13.4.13 is subject to any events or circumstances analogous to those in clauses 13.4.1 to 13.4.12 in any jurisdiction; or
- 13.4.14 takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 13.4.1 to 13.4.13, including giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.
- 13.5 The right of the Supplier to terminate the Agreement pursuant to clause 13.4 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to this Agreement.

14 Consequences of termination

- 14.1 Immediately on termination or expiry of this Agreement (for any reason), the licences and rights granted by the Supplier shall terminate and the Customer shall (and shall procure that each sub-licensee shall):
 - 14.1.1 stop using and uninstall the Software; and
 - 14.1.2 destroy and delete or, if requested by the Supplier, return any copies of the User Manual and the Software.

- 14.2 The Customer shall ensure that it backs up its data regularly and extracts it from the Software prior to the termination or expiry of this Agreement. The Supplier shall not be obliged to provide the Customer with any assistance extracting or recovering data whether during or after the Licence Term.
- 14.3 Termination or expiry of this Agreement shall not affect any accrued rights and liabilities of either party at any time up to the date of termination or expiry and shall not affect any provision of this Agreement that is expressly or by implication intended to continue beyond termination.

15 Confidentiality

- 15.1 The Customer shall maintain the confidentiality of the Supplier's Confidential Information and shall not without the prior written consent of the Supplier, disclose, copy or modify the Confidential Information (or permit others to do so) other than as necessary for the exercise of its rights and performance of its obligations under this Agreement.
- 15.2 The Customer undertakes to:
 - 15.2.1 disclose the Supplier's Confidential Information only to those of its officers, employees, agents and contractors to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under this Agreement, and
 - 15.2.2 procure that such persons are made aware of and agree in writing to observe the obligations in this clause 15 and comply with such obligations.
- 15.3 The Customer shall give notice to the Supplier of any unauthorised misuse, disclosure, theft or loss of the Supplier's Confidential Information immediately upon becoming aware of the same.
- 15.4 The Customer shall indemnify, keep indemnified and hold harmless the Supplier from and against any losses, claims, damages, liability costs (including legal and other professional fees) and expenses incurred as a result of or in connection with any breach by the Customer of this clause 15.
- 15.5 The provisions of this clause 15 shall not apply to information which:
 - 15.5.1 is or comes into the public domain through no fault of the Customer, its officers, employees, agents or contractors;
 - 15.5.2 is lawfully received by the Customer from a third party free of any obligation of confidence at the time of its disclosure;

15.5.3 is independently developed by the Customer, without access to or use of the Supplier's Confidential Information; or

15.5.4 is required by law, by court or governmental or regulatory order to be disclosed provided that the Customer, where possible, notifies the Supplier at the earliest opportunity before making any disclosure.

15.6 The obligations under this clause 15 shall survive the termination or expiry of this Agreement for a period of 10 (ten) years.

16 Dispute resolution

16.1 Any dispute arising between the parties out of or in connection with this Agreement shall be dealt with in accordance with the provisions of this clause 16.

16.2 The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.

16.3 The parties shall use all reasonable endeavours to reach a negotiated resolution.

16.4 Within ten Business Days of service of the notice, the senior leadership of the parties shall meet to discuss the dispute and attempt to resolve it.

16.5 The specific format for the resolution of the dispute under clause 16.4 shall be left to the reasonable discretion of the parties, but may include the preparation and submission of statements of fact or of position papers.

16.6 Until the parties have completed the steps referred to in clause 16.3, and have failed to resolve the dispute, neither party shall commence formal legal proceedings or arbitration except that either party may at any time seek urgent interim relief from the courts or emergency arbitrator relief.

17 Entire agreement

17.1 This Agreement and each Support Agreement (if relevant) constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and arrangements between them in respect of its subject matter, whether in writing or oral.

17.2 Each party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement.

17.3 Nothing in this Agreement shall limit or exclude any liability for fraud.

18 Notices

18.1 Any notice made under this agreement shall be in writing and may be served by hand delivering it or sending it by prepaid recorded or special delivery post to the address and for the attention of the relevant Party set out below (or as otherwise notified by that Party), with a copy to be supplied by email to the email address or addresses set out below (or as otherwise notified by that Party) and shall be deemed to be served the working day after the said email was sent.

18.2 The addresses and email addresses of the Parties for the purposes of this agreement are set out in the Licence Agreement Details:

18.3 such other address and/or email address as may be notified in writing from time to time by the relevant Party to the other Parties in accordance with this clause.

18.4 Any change to the contact details of a party as set out in the Licence Agreement Details shall be notified to the other party in accordance with clause 18.4 and shall be effective:

18.4.1 on the date specified in the notice as being the date of such change; or

18.4.2 if no date is so specified, five Business Days after the notice is deemed to be received.

18.5 This clause does not apply to notices given in legal proceedings or arbitration.

18.6 A notice given under this Agreement is not validly served if sent by email.

19 Announcements

19.1 Subject to clause 19.2, no announcement or other public disclosure concerning this Agreement or any of the matters contained in it shall be made by, or on behalf of, the Customer without the prior written consent of the Supplier (such consent not to be unreasonably withheld or delayed).

19.2 If the Customer is required to make an announcement or other public disclosure concerning this Agreement or any of the matters contained in it by law, any court, any governmental, regulatory or supervisory authority (including any recognised investment exchange) or any other authority of competent jurisdiction, it may do so but shall:

19.2.1 notify the Supplier as soon as is reasonably practicable upon becoming aware of such

- requirement to the extent it is permitted to do so by law, by the court or by the authority requiring the relevant announcement or public disclosure;
- 19.2.2 make the relevant announcement or public disclosure after consultation with the Supplier so far as is reasonably practicable; and
- 19.2.3 make the relevant announcement or public disclosure after taking into account all reasonable requirements of the Supplier as to its form and content and the manner of its release, so far as is reasonably practicable.
- 19.3 Subject to clause 19.4, the Supplier shall be permitted at any time to announce and/or publicise the entering into of this Agreement.
- 19.4 The Supplier shall not announce and/or publicise the details of the Licence Fee payable by the Customer unless required to do so by law, any court, any governmental, regulatory or supervisory authority (including any recognised investment exchange) or any other authority of competent jurisdiction.

20 Variation

No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each party.

21 Assignment and sub-contracting

- 21.1 The Supplier may at any time assign, sub-contract, transfer, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under this Agreement, provided that it gives prior written notice to the Customer.
- 21.2 Except as expressly permitted by this Agreement, the Customer shall not assign, transfer, sub-licence, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under this Agreement (including the licence rights granted), in whole or in part, without the Supplier's prior written consent.

22 Set off

Each party shall pay all sums that it owes to the other party under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

23 No partnership or agency

The parties are independent and are not partners or principal and agent and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the

contractual relationship expressly provided for in it. Neither party shall have, nor shall represent that it has, any authority to make any commitments on the other party's behalf.

24 Severance

- 24.1 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.
- 24.2 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

25 Waiver

- 25.1 No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 25.2 No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.
- 25.3 A waiver of any term, provision, condition or breach of this Agreement shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.

26 Compliance with law

- 26.1 Each party shall comply with all applicable laws and shall maintain such authorisations and approvals as required from time to time to perform their obligations under or in connection with this Agreement.
- 26.2 Without prejudice to the generality of clause 26.1, the parties shall comply with all applicable laws, rules, and regulations governing export of goods and information that apply to the Software and the User Manual, and shall not export or re-export, directly or indirectly, separately or as a part of a system, the Software or the User Manual to any country for which an export licence or other approval is required,

without first obtaining such licence or other approval. The Customer shall be solely responsible for ensuring its access, importation or use of the Software or User Manual in or into any part of the Territory complies with all export laws.

27 Conflicts within agreement

If there is a conflict between the terms contained in the main body of this Agreement and the terms of the schedules, the terms of the main body of the Agreement shall prevail.

28 Costs and expenses

Except as expressly provided in this Agreement, each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of this Agreement (and any documents referred to in it).

29 Third party rights

A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions.

30 Governing law

This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

31 Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).