



**THIS LICENCE IS ONLY AVAILABLE TO SMALL BUSINESSES AS DEFINED BELOW. IF YOU ARE NOT SURE WHETHER YOU QUALIFY AS A SMALL BUSINESS, PLEASE CONTACT US AT [FEEDBACK@KUDAN.EU](mailto:FEEDBACK@KUDAN.EU).**

**YOU AGREE THAT THIS LICENCE IS ONLY FOR SMALL BUSINESSES. IF YOU DOWNLOAD THE SOFTWARE AS A PLC OR A COMPANY WHOSE ANNUAL REVENUE (OR THE REVENUE OF THE GROUP OF COMPANIES TO WHICH YOU BELONG OR THE REVENUE OF ANY PERSON ON WHOSE BEHALF YOU ARE ACTING OR THEIR GROUP) EXCEEDS GBP 1 MILLION SHALL, YOU AGREE THAT YOU SHALL INSTEAD ENTER INTO KUDAN'S ENTERPRISE LICENCE WHICH CAN BE FOUND BY CONTACTING US AT [HELLO@KUDAN.EU](mailto:HELLO@KUDAN.EU). FURTHER, YOU AGREE THAT THE MINIMUM SPEND UNDER THAT LICENCE SHALL BE £100,000 PER ANNUM.**

**IF YOU ARE ENTERING INTO THIS LICENCE ON BEHALF OF OR FOR THE BENEFIT OF A SMALL BUSINESS, YOU SHALL, WHENEVER POSSIBLE, PROVIDE YOUR EMAIL ADDRESS AT THAT SMALL BUSINESS RATHER THAN A PERSONAL EMAIL ADDRESS.**

**PLEASE READ CAREFULLY BEFORE DOWNLOADING ANY SOFTWARE FROM THIS WEBSITE:**

This licence agreement (**Licence**) is a legal agreement between you (**Licensee** or **you**) and Kudan Limited of The Garden Suite, 23 Westfield Park, Redland, Bristol, United Kingdom, BS6 6LT (**Licensor**, **us** or **we**) for Software and Documents, in each case as defined in Condition 1.

We license use of the Software and Documents to you on the basis of this Licence. We do not sell the Software or Documents to you and we remain the owners of the Software and Documents at all times.

**OPERATING SYSTEM REQUIREMENTS:** THIS SOFTWARE REQUIRES EITHER A MAC COMPUTER WITH THE LATEST MAC OPERATING SYSTEM OR A WINDOWS COMPUTER WITH THE LATEST WINDOWS OPERATING SYSTEM, IN EACH CASE AVAILABLE ON GENERAL PUBLIC RELEASE. THE SOFTWARE MAY ALSO BE USED ON IOS AND ANDROID DEVICES, AGAIN WITH THE LATEST AVAILABLE OPERATING SYSTEM.

**IMPORTANT NOTICE TO ALL USERS:**

BY DOWNLOADING THE SOFTWARE FROM THIS WEBSITE YOU AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU AND YOUR EMPLOYEES, AGENTS OR SUBCONTRACTORS. THE TERMS OF THIS LICENCE INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY IN CONDITION 7.

THIS LICENCE IS ONLY AVAILABLE TO SMALL BUSINESSES AND IS PERSONAL TO YOU. FOR THE PURPOSES OF THIS LICENCE, YOU ARE A SMALL BUSINESS IF:

- YOU ARE A LIMITED COMPANY ACTING ON YOUR OWN BEHALF AND NOT FOR THE BENEFIT OF ANY OTHER PERSON (FOR EXAMPLE, YOU ARE NOT ACTING AS A PUBLISHER FOR ANOTHER COMPANY); AND
- YOUR ANNUAL REVENUE (OR THE REVENUE OF THE GROUP OF COMPANIES TO WHICH YOU BELONG) IS LESS THAN GBP 1 MILLION.



IF YOU ARE A PLC AND/OR YOUR ANNUAL REVENUE (OR THE REVENUE OF THE GROUP OF COMPANIES TO WHICH YOU BELONG OR THE REVENUE OF ANY PERSON ON WHOSE BEHALF YOU ARE ACTING OR THEIR GROUP) EXCEEDS GBP 1 MILLION, CONTACT US AT [HELLO@KUDAN.EU](mailto:HELLO@KUDAN.EU).

THERE IS A STOP FUNCTION BUILT INTO THE SOFTWARE TO PREVENT YOU FROM CONTINUING TO USE THE PRODUCT SHOULD THIS LICENCE EXPIRE OR TERMINATE FOR ANY REASON (INCLUDING BUT NOT LIMITED TO TERMINATION FOR NON-PAYMENT OF LICENCE FEES) OR IF WE DECIDE IN OUR SOLE DISCRETION TO REMOTELY STOP THE USE OF THE SOFTWARE.

IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, WE WILL NOT LICENSE THE SOFTWARE AND DOCUMENTS TO YOU AND YOU MUST DISCONTINUE THE DOWNLOADING PROCESS AND/OR USING THE SOFTWARE NOW.

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

## 1. DEFINITIONS

In this Licence, the following words shall have the following meanings:

**Commencement Date:** the date of download by you of the Software.

**Confidential Information:** the Software, Documents and other accompanying documentation and any technical information disclosed by us to you in writing, orally, graphically, electronically or by observation or otherwise, identified as "confidential" or "proprietary" at the time of disclosure or which, under the circumstances at the time of disclosure, a person exercising reasonable business judgment would understand to be confidential or proprietary.

**Derivative Works:** the end user application software developed by you using the Software.

**Development Software:** means our development software (as amended from time to time) which is for evaluation only and not intended for public release.

**Documents:** any online, website or electronic documents provided to you by us.

**Initial Term:** the period of 12 months unless otherwise agreed in writing from the Commencement Date.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral 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, [rights in computer software, 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.



**Licence Fee:** means the annual licence fee (which is calculated on a per user and/or per Derivative Work basis) for the Development Software and/or the Production Software, as set out on the Website and as revised from time to time.

**License Key:** means the access code we send to you.

**Permitted Use:** means the Development Software being used for evaluation purposes and/or the Production Software being used for your internal business use as a development tool to enable you to develop augmented reality Derivative Works.

**Production Software:** means our production software (as amended from time to time) which is intended for release into the Public Space as part of Derivative Works subject to the terms of this Licence.

**Public Space:** the Public Space includes, but is not limited to, the Apple App Store, GooglePlay Store, any other online store or distribution channel by which Derivative Works are shared or published.

**Restrictions:** the restrictions set out in Condition 3.

**Right to Deploy:** the right you have, subject to the terms and conditions of this Licence, to publish your Derivative Works in the Public Space.

**Software :** Development Software and Production Software and any data supplied with such software.

**Term:** the Initial Term and any extension thereof in accordance with the terms of this Licence.

**Website:** our website at [www.kudan.eu](http://www.kudan.eu).

## **2. GRANT AND SCOPE OF LICENCE**

2.1 In consideration of the payment by you of the relevant Licence Fee for either the Development Software and/or the Production Software and you agreeing to abide by the terms of this Licence, we hereby grant to you with effect from the Commencement Date and for the Term:

2.1.1 in respect of the Development Software – a personal, time-limited, non-exclusive, non-sublicensable, non-transferable, revocable licence to use the Development Software in machine-readable form solely for the Permitted Use, subject to the Restrictions;

2.1.2 in respect of the Production Software – subject to you buying the License Key and obtaining any approvals required from the relevant Public Space, a personal, time-limited, non-exclusive, non-sublicensable, non-transferable, revocable licence to use the Production Software for the Permitted Use and deploy Derivative Works in the Public Space, subject to the Restrictions.

2.2 Subject always to condition 2.1 you may:

2.2.1 download, install and use the Software:

(2.2.1.a) on one central processing unit (CPU) if the

Licence is a single-user licence or the Software is for single use; or

(2.2.1.b) if the Licence is a multi-user or network licence,

for the number of concurrent users for which you have paid the Licence Fee;

2.2.2 provided you comply with the provisions in condition 3, make up to two (2) copies of the Software for back-up purposes only; and

2.2.3 receive and use any free supplementary software code or updates of the Software incorporating "patches" and corrections of errors as may be provided by us from time to time; and

2.2.4 use any Documents in support of the use permitted under condition 2.2 and make up to two (2) copies of the Documents as are reasonably necessary for its lawful use.

### 3. RESTRICTIONS

3.1 In relation to the Development Software and the Production Software, except as expressly set out in this Licence or as permitted by any local law, you undertake:

3.1.1 not to copy the Software or Documents except where such copying is incidental to normal use of the Software, or where it is necessary for the purpose of back-up or operational security;

3.1.2 not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software or Documents on a standalone basis (ie other than as an integrated feature of the Derivative Works);

3.1.3 not to make alterations to, or modifications of, the whole or any part of the Software;

3.1.4 not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Software (provided that this shall not prevent you creating Derivative Works using the Production Software) nor attempt to do any such thing except to the extent that such actions cannot be prohibited because they are essential for the purpose of achieving inter- operability of the Software with another software program, and provided that the information obtained by you during such activities:

(3.1.4.a) is used only for the purpose of achieving inter- operability of the Software with another software program; and

(3.1.4.b) is not unnecessarily disclosed or communicated

without our prior written consent to any third party; and



- (3.1.4.c) is not used to create any software which is substantially similar to the Software;
- 3.1.5 to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;
- 3.1.6 to supervise and control use of the Software and ensure that the Software is used by your employees, representatives and customers in accordance with the terms of this Licence and any Derivative Works must be submitted to the Public Space with terms no less onerous than those contained in this Licence;
- 3.1.7 to include our copyright notice on all entire and partial copies you make of the Software on any medium;
- 3.1.8 not to provide or otherwise make available the Software in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person other than your employees without prior written consent from us;
- 3.1.9 whilst using the Development Software, not to use it for commercial release or in any live environment or the Public Space accessible by third parties or customers;
- 3.1.10 not to use the Software on or in connection with any 'platform' application, which for the avoidance of doubt includes but is not limited to mobile applications designed to serve multiple customers as a viewer or publisher in which the owner of the application generates revenue by providing space to multiple customers. In the event of any dispute, Kudan shall determine whether or not an application is a 'platform' in its absolute discretion;
- 3.1.11 not to engage in any act or failure to act, that enables, causes or facilitates any use or distribution of the Software in a manner that causes any patents, copyrights or other Intellectual Property Rights owned or controlled by us or any of our affiliates to become subject to any encumbrance or terms and conditions of any Open Source License. The rights granted by us are conditioned upon your full compliance with the foregoing sentence. For these purposes, **Open Source License** means any agreement that requires (as a condition of use, modification and/or distribution of any software or other software incorporated into, derived from or distributed with such software (each, a **work**)): (a) the making available of source code, object code or design information regarding a work; (b) the granting of any permission or other right for creating modifications to or derivative works regarding a work; (c) the granting of any royalty-free license rights to any party under any patents or other Intellectual Property Rights regarding a work. By means of example and without limitation, **Open Source License** includes the following licenses and/or distribution models: (i) the GNU General Public License, (ii) the GNU Lesser General Public License, (iii) the Mozilla Public License or (iv) any other open source, free software or community licenses (such as,

without limitation, those listed on <http://www.opensource.org/licenses/alphabetical>);

3.1.12 not to include in any possible derivative works (i) any content or materials of any kind (including but not limited to text, graphics, images, photographs, video, sounds) that comprise, depict or constitute profanity, pornographic images, nudity or explicit sexual themes, defamatory or libelous statements or material considered illegal or objectionable, or (ii) any malware, malicious or harmful code, program or other internal component (eg computer viruses, trojan horses, etc that could damage, destroy or adversely affect other software, firmware, hardware, data, systems, services or networks.) You shall not use the Software and/or Documents to create, develop or publish any possible derivative works that invade, violate or infringe the Intellectual Property Rights of any person or entity. In addition, you agree not to design, develop or publish any possible derivative works with the objective of, damaging any computer, network, or any feature or function of a wireless device, computer or network based on the use of such application. You represent and warrant that you have obtained all necessary permissions and licenses from all copyright holders, if any, in material or code used or recorded in any possible derivative works that you create or develop with the Software. The Licence to use the Software granted to you hereunder is solely for the specified hereunder. The Software and Documents shall not be used for any other purpose; and

3.1.13 to comply with all applicable technology control or export laws and regulations.

- 3.2 In the event that third party software is used in any Derivative Works, you shall be solely responsible for (i) obtaining, if necessary, a separate and independent license from such software owner with respect to any such use; and (ii) including all applicable license terms and notices in the Derivative Works for such third party software. The delivery of the Software does not convey a license, nor imply any rights, to use third party software.
- 3.3 In connection with any Derivative Works, you shall ensure that each end user is advised of the hazards of using a camera based application while driving, walking, or otherwise by being distracted or disoriented from real world situations.
- 3.4 You warrant and undertake that you are a limited company acting on your own behalf and not for the benefit of any other person and your annual revenue (or the revenue of the group of companies to which you belong) is less than GBP 1 million. You shall promptly notify us in writing if you no longer comply with the warranty set out in this condition 3.4 and shall pay on demand any additional licence fees that would be due by reason of such non-compliance.
- 3.5 You do not have any direct or indirect relationship or connection with any violent gangs, mafia or other violent, blackmailing, and/or intimidatory groups or people who for political, religious or other ideological or economic purposes engage in anti-social activities ("**Anti-Social Forces**"), including, without any limitation, engaging in financial transactions with any Anti-Social Force.  
In addition, to the knowledge of you, you do not appoint, employ or hire any person belonging to an Anti-Social Force or any person who is intimate therewith.



#### 4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 You acknowledge that all Intellectual Property Rights in the Software and the Documents anywhere in the world belong to us, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software or the Documents other than the right to use them in accordance with the terms of this Licence.
- 4.2 You acknowledge that you have no right to have access to the Software in source code form.

#### 5. LIMITED WARRANTY AND SUPPORT

- 5.1 If you are using the Software on a free of charge or trial basis, the Software is provided 'as is' and we give no warranty in respect of the Software.
- 5.2 If you pay a Licence Fee for the Software, we warrant that:
- 5.2.1 the Software will, when properly used on an operating system for which it was designed, perform substantially in accordance with the functions described in the Documents; and
  - 5.2.2 that the Documents correctly describe the operation of the Software in all material respects,

for a period of 30 days from the Commencement Date (**Warranty Period**).

- 5.3 If, within the Warranty Period, a defect or fault in the Software arises as a result of which it fails to perform substantially in accordance with the Documents:

5.3.1 we will provide public support via the Website; or

5.3.2 if you have purchased support in accordance with clause 5.5 and you notify us via email, we will at our sole option, provide email support to either repair or replace the Software, provided that in each case 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.

- 5.4 The warranty does not apply:

5.4.1 if the defect or fault in the Software results from you having altered or modified the Software; or

5.4.2 if the defect or fault in the Software results from you having used the Software in breach of the terms of this Licence; or

5.4.3 if the defect or fault in the Software results from you not complying with condition 6.2 below; or

5.4.4 if the defect or fault in the Software arises from you using the Software with third party software.

- 5.5 We offer you the option to purchase support if you are using the Software on a free of charge basis and/or if you would like support following the end of the Warranty Period. If you wish to purchase support, please do so through [www.kudan.eu/support](http://www.kudan.eu/support).

## **6. UPDATES AND UPGRADES**

6.1 We may, in our sole discretion, provide Software updates.

6.2 You must upgrade to the latest version of the Software when it is made available to you. We shall not be obliged to provide the support specified in condition 5.3 on previous versions of the Software and shall not be liable for any loss whatsoever arising out of or in connection with the use of previous versions of the Software.

## **7. LIMITATION OF LIABILITY AND INDEMNITY**

7.1 You acknowledge that the Software has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documents meet your requirements.

7.2 We shall not in any circumstance 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:

7.2.1 loss of profits, sales, business, or revenue;

7.2.2 business interruption;

7.2.3 loss of anticipated savings;

7.2.4 loss or corruption of data or information;

7.2.5 loss of business opportunity, goodwill or reputation; or

7.2.6 any indirect or consequential loss or damage.

7.3 Other than the losses set out in condition 7.2 (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 a sum equal to 75% of the relevant Licence Fees paid by you in the twelve (12) months unless period otherwise agreed in writing preceding the relevant claim. This maximum cap does not apply to condition 7.4.

7.4 Nothing in this Licence shall limit or exclude our liability for:

7.4.1 death or personal injury resulting from our negligence;

7.4.2 fraud or fraudulent misrepresentation;

7.4.3 any other liability that cannot be excluded or limited by English law.

7.5 You agree to indemnify and hold us, our subsidiaries and affiliates and each of their respective officers, directors and employees harmless from and against any and all claims, demands, causes of action, losses, liabilities, damages, costs and expenses, incurred or otherwise suffered by us (including but not limited to costs of defence, investigation and reasonable



legal fees) arising out of, resulting from or in connection with (i) any use, reproduction or distribution of the Software or Documents, which causes an infringement of any patent, copyright, trademark, trade secret, or other intellectual property, publicity or privacy right of any third party arising in any jurisdiction anywhere in the world; (ii) the download, distribution, installation, storage, use or transfer of Software or Documents, related content or materials, by any person or entity except and solely to the extent such infringement is caused by the unmodified Software, or portions thereof, as supplied to you by us under this licence agreement; and/or (iii) any breach of this licence agreement by us.

7.6 This Licence sets out the full extent of our obligations and liabilities in respect of the supply and licence of the Software and Documents. 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 Software and Documents which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, including but not limited to any implied condition or term as to satisfactory quality or fitness for purpose is excluded to the fullest extent permitted by law.

## **8. TERM AND TERMINATION**

8.1 At the end of the Initial Term and provided you pay the Licence Fee in accordance with condition 12, this Licence shall automatically extend for a further period of 12 months. If you do not wish the Licence to continue you will need to give us written notice (via email) at least 30 days' prior to the anniversary of the Commencement Date.

8.2 We may terminate this Licence for convenience on 7 days' prior written notice to you (via email).

8.3 You may terminate this Licence for convenience with immediate effect by giving us written notice during the 30 days after the Commencement Date by emailing us at [feedback@kudan.eu](mailto:feedback@kudan.eu).

8.4 We may terminate this Licence immediately on written notice (via email) if you fail to pay the Licence Fees or commit a material or persistent breach of this Licence or if you breach the warranty set out in condition 3.4 of this Licence.

8.5 In the event of termination under condition 8.2 we will reimburse to you a proportion of the Licence Fee representing the unexpired period of the Term. If you terminate the licence in accordance with clause 8.3 no refund will be due for any unexpired Term.

8.6 Upon termination for any reason:

8.6.1 all rights granted to you under this Licence shall cease; and

8.6.2 we reserve the right to block access to the Software remotely;

and



8.6.3 you must immediately cease all activities authorised by this Licence and remove any Derivative Works from the Public Space; and

8.6.4 you must immediately pay to us any sums due to us under this Licence; and

8.6.5 you must immediately delete or remove the Software from all computer equipment in your possession, and immediately destroy or return to us (at our option) all copies of the Software and Documents then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

## **9. COMMUNICATIONS BETWEEN US**

9.1 If we have to contact you or give you notice in writing, we will do so by e-mail to the address you provide to us in your order of the Software.

9.2 Any notice given by you to us, or by us to you, will be deemed received and properly served immediately when posted on our Website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

## **10. CONFIDENTIALITY**

10.1 Both parties agree that the Software contains our Confidential Information. You undertake to protect from disclosure to any third party the Software – including all accompanying documentation, any backup copies made, and all other information of us identified or marked as Confidential and which is made accessible to you within the context of this Licence. You shall not disclose, or permit the disclosure of, the Software and/or documentation in any form or any information relating to the Software and/or documentation to any third party without our prior written permission. You acknowledge that the unauthorised use or disclosure of our Confidential Information would cause us to incur irreparable harm and significant damages, the degree of which may be difficult to ascertain. Accordingly, you agree that we will have the right to obtain immediate equitable relief to enjoin any unauthorized use or disclosure of its Confidential Information, in addition to any other rights and remedies that it may have at law or otherwise.



## 11. NON COMPETE

You acknowledge and agree that we have a legitimate interest in protecting the goodwill of our business and you agree not to compete with us (directly or indirectly) in the field of development of augmented reality or computer vision software in the European Union during the term of this Licence (including any renewal thereof) and for a period of 12 months thereafter. You agree that such restriction is reasonable in order to protect the goodwill in our business and in consideration of the licence of Software and the disclosure of Confidential Information hereunder.

## 12. AUDIT

- 12.1 Upon written request by us, you shall, within a period of 15 days following receipt of the request, supply us in writing with all requested information on the type and extent of use, by you, of the Software at the time, which is necessary to examine whether such use complies with the provisions of this Licence.
- 12.2 During the term of this Licence, we are entitled, at our own expense, to have a member of the tax advising or business consulting professions who is sworn to professional secrecy, or any other independent expert, verify whether there has been compliance with the provisions of this Licence. The auditor must be granted access to inspect all documents and files deemed definitive for calculating the extent of use of the Software. If such verification reveals any inaccuracies, then the audit fees shall be borne by you, otherwise they will be borne by us.

## 13. FEES, PAYMENT METHOD AND TAXES

- 13.1 Licence Fees for the Software and License Key are set out on our Website (as amended from time to time) and, unless otherwise agreed in writing by us, are charged on a per Derivative Work basis and are calculated and billed on an annual basis in advance on the Commencement Date and each anniversary thereof. Licence Fees will continue accruing for each Derivative Work until you cancel the Licence for that particular Software or License Key as set forth in condition 8.1.
- 13.2 The terms of the Enterprise Licence will apply if your revenue (or the revenue of the group of companies to which you belong) exceeds GBP 1 million per annum. We reserve the right to claim and you agree to pay on demand the licence fees payable under the Enterprise Licence if we identify that your revenue (or the revenue of the group of companies to which you belong or the revenue of any person on whose behalf you are acting or their group) exceeded GBP 1 million in any given year. Contact us at [hello@kudan.eu](mailto:hello@kudan.eu).
- 13.3 Unless otherwise authorised by us in writing, payments must be made via a credit card accepted by us with annual charges paid automatically on a recurring basis (**Recurring Billing**).
- 13.4 You hereby authorise us to automatically charge its credit card on a recurring annual basis for the Licence Fees due each year. It is your responsibility to make sure the credit or debit card information on account is

kept updated. You guarantee and warrant that you are legally authorised to enter into this Recurring Billing agreement with us.

13.5 All prices are exclusive of sales tax, withholding tax, value-added tax, duties, and any other taxes or similar levies imposed by any government authority. In the event that any sales, use, consumption, value-added, gross receipts, excise, or similar taxes or surcharges are applicable to any of the transactions contemplated by this Licence, you shall be responsible for payment of such taxes whether concurrently included with the original billed amount or subsequently charged based on a review of the facts affecting your tax status or a determination that the laws of the applicable state(s) require assessment and collection of tax. You shall be responsible to self-account for any VAT payable to own local tax authorities according to applicable VAT rules and regulations in the jurisdictions.

#### **14. EVENTS OUTSIDE OUR CONTROL**

14.1 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. For the purposes of this condition 14 an **Event Outside Our Control** is defined as any act or event beyond our reasonable control, including without limitation failure of public or private telecommunications networks.

14.2 If an Event Outside Our Control takes place that affects the performance of our obligations under this Licence:

14.2.1 your 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

14.2.2 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.

#### **15. OTHER IMPORTANT TERMS**

15.1 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.

15.2 You may only transfer your rights or obligations under this Licence to another person if we agree in writing in advance.

15.3 This Licence and any document (including links to information on the Website) expressly referred to in it constitutes the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. You agree that you 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. You agree that you shall have no claim for innocent



or negligent misrepresentation or negligent misstatement based on any statement in this in this Licence.

- 15.4 If we fail to insist that you perform any of your obligations under this Licence, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 15.5 Each of the conditions of this Licence operates separately. If any provision or part -provision of this Licence is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part -provision under this condition shall not affect the validity and enforceability of the rest of this Licence.
- 15.6 You hereby grant us a non-exclusive, worldwide, non-sublicensable, non-transferable, irrevocable right to use Derivative Works and/or your name, logos, trademarks, webpages, or any other distinctive feature of Derivative Works for marketing purposes, press releases, product brochures and financial reports and, in so doing, refer to the fact that you have used the Software.
- 15.7 You further agree to our establishment of a hyperlink to your corresponding online service within the framework of our Website.
- 15.8 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.