

## End User License Agreement

PLEASE READ THIS END USER LICENCE AGREEMENT CAREFULLY. This end-user license agreement (Agreement) is a legal agreement between you or the entity you represent (collectively: “You”) and UHURA SOLUTIONS LIMITED, Company Number: 11411236, which has its registered office at Devonshire House, 60 Goswell Rd, London EC1M 7AD, United Kingdom (Uhura).

This agreement takes effect when you purchase the Software (“Software” defined below), indicating your acceptance of the terms of this Agreement, or by accessing or using the services (the “Effective Date”).

By purchasing, installing, and/or using this product, you (a) acknowledge that you have read and understand this Agreement; (b) represent and warrant that you have the right, power, and authority to enter into this Agreement and, if entering into this Agreement for a legal person, that you have the legal authority to bind that legal person to the terms of this Agreement; and (c) accept this Agreement in full and agree that you are legally bound by its terms.

**1. Background.** Uhura develops, maintains and provides access to a certain software solution. In this Agreement, “Software” means (a) the object code version of the “Uhura” branded computer program which You have properly paid the license fee for, (b) the documentation accompanying the computer program, and (c) any updates of such program and documentation.

### **2. License.**

a. **Server Software License.** If You have licensed the Software for installation on a server, subject to the terms and conditions of this Agreement, Uhura grants to You a non-exclusive, revocable, non-transferable, personal, non-commercial license to install and use the Software for Your internal purposes on a single server that is owned or controlled by You. The number of devices with access to the Software from a server with a properly licensed copy of the Software must not exceed the number of devices for which You have properly paid license fees, or other capacity limitations on which Your Software pricing is based.

b. **Client Software License.** If You have licensed the Software on a per-device basis, subject to the terms and conditions of this Agreement, Uhura grants to You a non-exclusive, revocable, non-transferable, personal, non-commercial license to install and use one copy of the Software on each device that is owned or controlled by You and for which You have properly paid license fees.

c. **Cloud Based Software.** If You have licensed the Software on a cloud basis, subject to the terms and conditions of this Agreement, Uhura grants to You a non-exclusive, revocable, non-

transferable, personal, non-commercial license to use Software for which You have properly paid license fees.

**3. License Restrictions.** Unless expressly otherwise set forth in this Agreement, You will not: (a) modify, translate or create derivative works of the Software unless permitted by Uhura; (b) publicly display or publicly perform the Software; (c) decompile, reverse engineer or reverse assemble any portion of the Software or attempt to discover any source code or underlying ideas or algorithms of the Software unless permitted by applicable law; (d) sell, assign, sublicense, rent, lease, loan, provide, distribute or otherwise transfer all or any portion of the Software to any person other than to those persons exclusively allowed under this Agreement; (e) make, have made, reproduce or copy the Software; (f) remove or alter any trademark, logo, copyright or other proprietary notices associated with the Software; (g) exceed the capacity or concurrent user limitations for the Software license purchased by You; (h) circumvent or attempt to circumvent any methods employed by Uhura to control access to the components, features or functions of the Software; and (i) cause or permit any other party to do any of the foregoing. There are no implied licenses in this Agreement, and Uhura reserves all rights not expressly granted under this Agreement.

**4. Ownership.** As between the parties and subject to the grants under this Agreement, Uhura owns all rights, title and interest in and to the Software and any and all patents, copyrights, moral rights, trademarks, trade secrets and any other form of intellectual property rights recognised in any jurisdiction, including applications and registrations for any of the foregoing (collectively, “Intellectual Property Rights”) embodied therein. You only have the assigned right to use the license to Software in accordance with this Agreement.

**5. Payment Procedures and Late Payments.**

a. Fees. In consideration of the use of the Services, You shall pay the applicable fees pursuant to the fee and usage schedule provided to You and make such payments in accordance with the instructions by Uhura.

b. Fee Variation. Uhura may increase the applicable license fees and otherwise change its fee structure at any time and from time to time by posting such revised fees on Uhura’s website (<https://uhurasolutions.com/>) (the “Website” ). You are advised to check the Website regularly for such changes. Uhura may also give email notice of such changes to the email address provided by You during registration, as may be updated by You, but solely on Uhura’s discretion.

c. Failure of Payment. In addition to other remedies available to Uhura, any payment not received by Uhura when due will accrue interest at the rate of one and one-half percent (1.5%) per month or the highest rate permitted by applicable law, whichever is lower. In addition, failure of You to pay license fees or other amounts due under this Agreement fully after the applicable due date shall be deemed a material breach of this Agreement, justifying immediate de-

functioning, suspension and/or termination of Your use of the Software, at Uhura's sole discretion. Any such suspension shall not relieve You of Your obligation to pay any amounts due, increased for late fees as provided for herein. You shall indemnify Uhura for all collection expenses incurred by Uhura, including, without limitation, agency fees, attorneys' fees, and any and all costs.

d. Taxes. You will pay, and indemnify and hold Uhura harmless from, any sales, use, excise, value added or similar taxes and all government permit or license fees, and any costs associated with the collection or withholding thereof, including penalties and interest.

**6. Audit.** Uhura shall have the right to audit Your compliance with the terms of this Agreement and the use restrictions on the Software, including the restriction on the number of authorised devices with access to the Software or number of copies of the Software, as applicable. You agree to grant access to Uhura to Your (including, but not limited to) facilities, equipment, books, records, computers, computer systems, servers, documents and any other mediums, facilities or locations (physical or cyber) and to otherwise reasonably cooperate with Uhura in order to facilitate any such audit.

**7. Nondisclosure.** "Confidential Information" means all information disclosed (whether in oral, written, or other tangible or intangible form) by Uhura to You concerning or related to this Agreement, Uhura and its affiliates (whether before, on or after the Effective Date) which You know or should have known, given the facts and circumstances surrounding the disclosure of the information to You. All such information is considered as confidential information of Uhura and/or its affiliates. You will, during the term of this Agreement, and thereafter maintain in confidence the Confidential Information and will not use such Confidential Information except as expressly permitted herein, and shall furnish third parties with Confidential Information only and only if so ordered or requested by a public authority. You will use the same degree of care in protecting the Confidential Information as You use to protect Your own confidential information from unauthorised use or disclosure, but in no event less than reasonable care. In addition, You: (a) will not reproduce Confidential Information, in any form, except as required to accomplish Your obligations under this Agreement; and (b) will only disclose Confidential Information to Your employees and consultants who have a need to know such Confidential Information in order to perform their duties under this Agreement and if such employees and consultants have executed a non-disclosure agreement with You with terms no less restrictive than the non-disclosure obligations contained in this section. At Uhura's request you shall provide all such non-disclosure agreements to Uhura. Confidential Information will not include information that: (i) is in or enters the public domain without breach of this Agreement through no fault of You; (ii) You can reasonably demonstrate was in Your possession prior to first receiving it from Uhura; (iii) You can demonstrate was developed by You independently and without use of or reference to the Confidential Information; or (iv) You receive from a third party without restriction on disclosure and without breach of a nondisclosure obligation. Notwithstanding any terms to the contrary in this Agreement, any suggestions, comments or other feedback provided by You to Uhura with respect to the Software (collectively, "Feedback") will constitute

Confidential Information. Further, Uhura will be free to use, disclose, reproduce, license and otherwise distribute, and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of Intellectual Property Rights or otherwise.

**8. Uhura Limited Warranty.** Uhura warrants that for a period of ninety (90) days after the Effective Date, the Software, if operated as directed and used in the environment described in the documentation accompanying the Software, will substantially achieve the functionality described in such documentation. To the maximum extent permitted by applicable law, Uhura and its suppliers' entire liability and Your exclusive remedy for failure of the Software to conform to the foregoing warranty is, at Uhura's option: (a) to receive from Uhura repaired or corrected Software or instructions as to how to achieve substantially the same functionality with the Software as described in the accompanying documentation; or (b) upon the return of all copies of the Software to Uhura, to receive a refund of the license fees paid by You for the Software. YOU HAVE NO OTHER RIGHTS OR REMEDIES AGAINST UHURA FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS SECTION.

**9. Disclaimer.** EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8, THE SOFTWARE AND SERVICES ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR CONDITIONS OF ANY KIND. UHURA AND ITS RESELLERS AND SUPPLIERS DO NOT WARRANT THAT ANY OF THE SOFTWARE OR SERVICES WILL BE FREE FROM ALL BUGS, ERRORS, OR OMISSIONS. UHURA AND ITS RESELLERS AND SUPPLIERS DISCLAIM ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THE SOFTWARE AND SERVICES WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, INCLUDING ANY AND ALL (A) WARRANTIES OF SATISFACTORY QUALITY, (B) WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT UHURA KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE), AND (C) WARRANTIES OF NONINFRINGEMENT OR CONDITION OF TITLE. YOU FURTHER AGREE THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 8 OR OTHERWISE, YOU WILL NOT HOLD UHURA LIABLE FOR ANY FAILURE OF THE SECURITY FUNCTIONALITY OF THE SOFTWARE.

**10. Indemnification.** Uhura will defend and hold You harmless from and against any judicial proceeding based upon a third party claim that the Software for which You have paid the applicable license fees infringes any patent, trademark, copyright or trade secret and will indemnify You against any damages, judgments and costs finally awarded against You in such proceeding; provided that You: (a) give Uhura prompt written notice of the claim; (b) permit

Uhura to control the defence and settlement of the claim and do not do anything which may prejudice the defence of the claim; and (c) cooperate with Uhura in the defence and settlement of the claim. Uhura's defence and indemnification obligations will not apply to any actual or alleged infringement based upon: (i) modification of the Software by anyone other than Uhura; (ii) use of the Software in combination with any other program or device, if such infringement would have been avoided but for such modification or combination; or (iii) failure to install or use any error corrections, fixes or other updates furnished by Uhura, if such infringement could have been avoided by such installation or use. In the event any component of the Software licensed by You or Your use of such component is held to infringe or in Uhura's reasonable judgment is likely to infringe any third party intellectual property right, Uhura may, at its option, (x) obtain a license for You to continue to use such component, (y) modify the component so that it does not infringe third party intellectual property right, or (z) terminate this Agreement as it pertains to such component and refund a portion of the license fee paid by You for such component prorated over three (3) years from the date of purchase.

## **11. Limitation of Liability.**

a. Non-excluded liability. NOTHING IN THIS AGREEMENT SHALL OPERATE SO AS TO EXCLUDE OR LIMIT THE LIABILITY OF EITHER PARTY FOR: (I) DEATH OR PERSONAL INJURY ARISING OUT OF NEGLIGENCE; (II) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (III) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY LAW.

b. General exclusion of liability. Subject to Section 11(a), under no circumstances shall Uhura be liable to You or any third party for any of the following types of loss or damage arising under or in relation to this Agreement (whether arising for breach of contract, misrepresentation (whether tortious or statutory), tort (including but not limited to negligence), breach of statutory duty, or otherwise): (i) any loss of profits, business, contracts, anticipated savings, goodwill, or revenue, any wasted expenditure, or any loss or corruption of data (regardless of whether any of these types of loss or damage are direct, indirect or consequential); or (ii) any indirect or consequential loss or damage whatsoever, even if Uhura was aware of the possibility that such loss or damage might be incurred.

c. Financial limitation of liability. Subject to Section 11(a), IN NO EVENT shall UHURA's TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED, IN ANY consecutive 12 MONTH period commencing on the Effective Date or ANNIVERSARY thereof (each such 12 month period being a "contract year"), A SUM EQUIVALENT TO THE aggregate amounts paid by You to UHURA IN RELATION TO THAT CONTRACT YEAR, if any, UNDER THIS AGREEMENT. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION.

d. Local Legal Requirements. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES OR LIABILITY FOR INDIRECT OR CONSEQUENTIAL DAMAGES, AND, WHERE APPLICABLE, SECTIONS 8, 9 AND 11 WILL NOT APPLY ONLY TO THE EXTENT THAT APPLICABLE LAW REQUIRES LIABILITY NOTWITHSTANDING THE LIMITATIONS OR EXCLUSIONS THEREIN.

**12. Third Party Suppliers.** The Software may include software or other code distributed under license from third party suppliers. You acknowledge that such third-party suppliers disclaim and make no representation or warranty with respect to the Software or any portion thereof and assume no liability for any claim that may arise with respect to the Software or Your use or inability to use the same.

**13. Termination.** This Agreement will remain in effect from the Effective Date for the duration of the subscription period determined by the applicable order submitted by You and accepted by Uhura, unless otherwise terminated in accordance with this Section 13; provided, however, that any term Software License will automatically renew for subsequent one-year terms, at the then-current standard terms and conditions, subject always to Section 5, upon each anniversary of the initial Effective Date, unless either party notifies the other in writing of its intent to terminate at least 60 (sixty) days prior to the termination of the then-current subscription period. Without prejudice to Section 5(c) and unless otherwise agreed between the parties, upon any such automatic renewal for any one-year term in accordance with this Section 13, Uhura may increase the applicable license fees by the greater of five per cent (5%) or the index value of the Consumer Prices Index (all items) (United Kingdom) ("CPI") then applicable (by reference to the index value of the CPI published on the nearest date to the date of the end of the then-current subscription period). Without prejudice to any other rights, Uhura may terminate this Agreement if You do not abide by the terms and conditions contained herein. Upon expiration or termination of this Agreement: (a) all rights granted to You under this Agreement will immediately cease and You agree to cease using the Software; and (b) You will promptly provide Uhura with all Confidential Information then in Your possession or destroy all copies of such Confidential Information, at Uhura's sole discretion and direction. In addition to all definitions and this sentence, the following sections will survive any termination or expiration of this Agreement: 3, 4, 6, 7, 9, 11 and 13-21.

**14. Governing Law.** This Agreement and any dispute or claim arising out of or in connection with it or 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. 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 or its subject matter or formation (including non-contractual disputes or claims).

**15. English Language.** It is the express wish of the parties that this Agreement and all related documents be drawn up in English.

**16. Legal Fees.** In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and reasonable legal fees.

## **17. Privacy**

a. **Software Interactions & Personal Information.** The Software may communicate with Uhura or its trusted processors for the purposes of (i) checking for and performing updates, (ii) ensuring that You are using the Software with a valid license that Uhura has created and directly provided to You, and (iii) providing useful information about the use of the Software so as to make informed product decisions, adjusting future products and services, and permit user segmentations. The information collected (collectively referred to as “Personal Information”) relates to Your (i) device characteristics (e.g. unique ID number of Your device, type and version of Your Operation System), (ii) Your account information (e.g. username), (iii) Your local network (e.g. MAC address), and/or (iv) Your interactions with the Software. Uhura shall not provide any of the information it gathers in connection with this process to any third party, except (i) as may be required by law or legal process, (ii) to enforce compliance with the license requirement described, or (iii) if processors acting on behalf of Uhura are involved. You hereby consent to the transfer of such Personal Information to countries located outside the European Economic Area (EEA). You may access, update, correct, or suppress Your Personal Information (under conditions) by sending, at any time, a request to Uhura at the following address: Devonshire House, 60 Goswell Rd, London EC1M 7AD, United Kingdom.

b. **Cookies or similar technologies.** The Software may use cookies or potential similar technology (collectively referred to as “Cookies”). Cookies are text files containing small amounts of information which are downloaded to Your device when You use the Software. Cookies are then sent back to Uhura or its trusted processors on each subsequent use. You can find more information about cookies at: [www.allaboutcookies.org](http://www.allaboutcookies.org). Uhura uses Cookies for the purposes mentioned in the above section. If You don’t want to receive cookies, You can alter the settings.

**18. Acknowledgment on Use of Information.** You acknowledge that Uhura may use Your company name and reproduce Your corporate logo, if any, and describe transaction details (including, without limitation, number of users, application name and business use case and the business overview) in its internal presentation, external presentations, website, internal and external case study success stories and press communications and other marketing, communications, and promotional materials (including materials that are shared with other prospective customer and media outlets). This clause will serve as Your agreement that notwithstanding any provision to the contrary in any agreement with Uhura and/or its affiliates.

**19. Entire Agreement.** This Agreement constitutes the entire agreement and understanding between You and Uhura and shall supersede and extinguish all previous agreements, promises,

assurances, warranties, representations and understandings between the parties, whether written or oral, relating to its subject matter.

**20. Miscellaneous.** You may not transfer Your rights under this Agreement to any third party and no third party shall obtain any rights under this Agreement to enforce any of its terms. Uhura may freely transfer, assign or delegate this Agreement or its rights and duties under this Agreement. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective representatives, heirs, administrators, successors and permitted assigns. No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms. If any provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other provisions of this Agreement will nonetheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner adverse to any party. Upon such determination that any provision is invalid, illegal, or incapable of being enforced, the parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled. Any notice, demand or communication required or permitted to be given by any provision of this Agreement will be deemed to have been sufficiently given or served for all purposes if: (a) delivered personally; or (b) deposited with a pre-paid messenger, express or air courier or similar courier; or to like equipment that receives and reproduces such notice. Notices will be deemed to have been received (i) in the case of personal delivery, upon receipt, and (ii) in the case of messenger, express or air courier or similar courier, two days after being deposited. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

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