

## End User Licence Agreement

### ACCEPTANCE TO THE TERMS OF THIS LICENCE

This licence ("Licence") is a legal agreement between you and Compass Systems Limited (company number 09724615) of Barnsley Business and Innovation Centre (Phase 4), Innovation Way, Barnsley, England, S75 1JL ("us", "we" or "our") for the use of the proprietary software platform owned by us which we make available via the internet ("Knowledge Bank").

We licence use of Knowledge Bank to you on the basis of this Licence. We do not sell Knowledge Bank to you.

**PLEASE REVIEW THIS LICENCE. BY CLICKING "ACCEPT" AT THE END OF THIS LICENCE YOU INDICATE YOUR ACCEPTANCE TO THE TERMS AND CONDITIONS OF THIS LICENCE. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS LICENCE YOU ARE NOT ENTITLED TO USE THE SOFTWARE OR THE CLOUD PORTAL.**

#### 1. Licence

1.1 In consideration of you agreeing to be bound by the terms of this Licence we grant to you a non-exclusive licence for the Term to use Knowledge Bank in accordance with the terms of this Licence.

1.2 In relation to scope of use:

1.2.1 for the purposes of clause 1.1, use of Knowledge Bank shall be restricted to use of Knowledge Bank solely for your own internal business operations;

1.2.2 you may not use Knowledge Bank other than as specified in clause 1.1 and clause 1.2.1 without our prior written consent;

1.2.3 you must keep a secure password for your use of Knowledge Bank, in particular ensuring that such password is changed no less frequently than monthly and that you keep your password confidential. We shall not be responsible nor have any liability in respect of your failure to comply with this clause 1.2.3; and

1.2.4 you may not allow any other individual or company to use Knowledge Bank using your password and login details.

1.3 You shall not access, store, distribute or transmit any Viruses, or any material during the course of your use of Knowledge Bank that:

1.3.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

1.3.2 facilitates illegal activity;

1.3.3 depicts sexually explicit images;

1.3.4 promotes unlawful violence;

1.3.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

1.3.6 in a manner that is otherwise illegal or causes damage or injury to any person or property,

and we reserve the right, without liability or prejudice to our other rights, to disable your access to any material that breaches the provisions of this clause.

1.4 You may not use any information provided by us to you to create any software whose expression is substantially similar to that of Knowledge Bank nor use such information in any manner which would be restricted by any copyright subsisting in it.

1.5 You may not:

1.5.1 except as may be allowed by any applicable law which is incapable of exclusion:

1.5.1.1 except to the extent expressly permitted under this Licence, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of Knowledge Bank in any form or media or by any means; or

- 1.5.1.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of Knowledge Bank;
  - 1.5.2 access all or any part of Knowledge Bank in order to build a product or service which competes with Knowledge Bank;
  - 1.5.3 use Knowledge Bank for a purpose other than the purpose specified in clause 1.2;
  - 1.5.4 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make Knowledge Bank available to any third party;
  - 1.5.5 attempt to obtain, or assist third parties in obtaining, access to Knowledge Bank, other than as provided under this Licence;
  - 1.5.6 attempt to ascertain or list the source programs or source code relating to Knowledge Bank; or
  - 1.5.7 sub-license, assign or novate the benefit or burden of this Licence in whole or in part.
- 1.6 We may at any time sub-license, assign, novate, charge or deal in any other manner with any or all of our rights and obligations under this Licence, and we will give written notice to you if we do so.
- 1.7 The rights provided to you under this Licence are granted to you only, and shall not be considered granted to anybody else. For the avoidance of doubt, you must not permit any of our Competitors to have access to Knowledge Bank.

## **2. Suspension**

- 2.1 If we discover that your password and login details have been provided to another person, then without prejudice to our other rights under this Licence, we shall promptly disable such passwords and login details and you will not be able to use Knowledge Bank.

## **3. Intellectual Property Rights**

- 3.1 You acknowledge and agree that we and/or our licensors own all Intellectual Property Rights in Knowledge Bank. Except as expressly stated herein, this Licence does not grant you any rights to, or in, patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of Knowledge Bank, other than the right to use them in accordance with the terms of this Licence.
- 3.2 We confirm that we have all the rights in relation to Knowledge Bank that are necessary to grant all the rights we grant to you under, and in accordance with, the terms of this Licence.
- 3.3 Where you provide feedback to us in respect of any aspect of Knowledge Bank and you're your own experience of Knowledge Bank you hereby grant to us an irrevocable, royalty free right to use such feedback to improve our products and services.

## **4. Confidentiality and Publicity**

- 4.1 You shall keep confidential all, and shall not use for your own purposes (other than implementation of this Licence) nor without our prior written consent disclose to any third party (except as may be required by any law or any legal or regulatory authority) any, information of a confidential nature (including trade secrets and information of commercial value) which may become known to you from us and which relates to us or any of our Affiliates, unless that information is public knowledge or already known to you at the time of disclosure, or subsequently becomes public knowledge other than by breach of this Licence, or subsequently comes lawfully into your possession from a third party. You shall use reasonable endeavours to prevent the unauthorised disclosure of any such information.

## **5. Limits of Liability**

- 5.1 Except as expressly stated in clause 5.2:
- 5.1.1 you acknowledge and agree that Knowledge Bank is provided to you "as is" with no liability, warranty or conditions, express or implied, of any kind and we expressly exclude any and all liability, warranties and conditions, to the maximum extent permitted by law;

- 5.1.2 we shall not in any circumstances have any liability for any losses or damages which may be suffered by you, whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, including those which fall within any of the following categories:
  - 5.1.2.1 special damage even if we were aware of the circumstances in which such special damage could arise;
  - 5.1.2.2 loss of profits;
  - 5.1.2.3 loss of anticipated savings;
  - 5.1.2.4 loss of business opportunity;
  - 5.1.2.5 loss of goodwill; or
  - 5.1.2.6 loss or corruption of data.
- 5.2 The exclusions in clause 5.5 and clause 5.1 shall apply to the fullest extent permissible at law, but we do not exclude liability for:
  - 5.2.1 death or personal injury caused by our negligence;
  - 5.2.2 fraud or fraudulent misrepresentation;
  - 5.2.3 breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
  - 5.2.4 any other liability which may not be excluded by law.
- 5.3 We do not warrant that your use of Knowledge Bank will be uninterrupted or error-free.
- 5.4 You acknowledge that Knowledge Bank has not been developed to meet your individual requirements.
- 5.5 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Licence or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.
- 5.6 All references to us in this clause 5 shall, for the purposes of this clause and clause 11 only, be treated as including all of our employees, subcontractors and suppliers and our Affiliates, all of whom shall have the benefit of the exclusions and limitations of liability set out in this clause, in accordance with clause 11.
- 6. Term and Termination**
- 6.1 This Licence shall commence on the date that you accept the terms and conditions of this Licence and shall terminate on the date that the agreement which we have with the customer, with whom we have agreed to give you access to Knowledge Bank, terminates (the "Term").
- 6.2 We may terminate this Licence with immediate effect by giving written notice to you if you commit a material breach of any other term of this Licence which breach is irremediable or (if such breach is remediable) you fail to remedy that breach within a period of 30 (thirty) days after being notified in writing to do so.
- 6.3 Any provision of this Licence that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Licence shall remain in full force and effect.
- 6.4 Termination or expiry of this Licence shall not affect any rights, remedies, obligations or liabilities of us or you that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Licence which existed at or before the date of termination or expiry.
- 6.5 On termination for any reason:
  - 6.5.1 all rights granted to you under this Licence shall cease;
  - 6.5.2 you shall cease all activities authorised by this Licence; and

6.5.3 you shall immediately destroy or return to the us (at our option) all copies of Knowledge Bank then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

## **7. Waiver**

7.1 No failure or delay by us to exercise any right or remedy provided under this Licence 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.

## **8. Remedies**

8.1 Except as expressly provided in this Licence, the rights and remedies provided under this Licence are in addition to, and not exclusive of, any rights or remedies provided by law.

## **9. Entire Agreement**

9.1 This Licence contains the whole Licence between you and us relating to the subject matter hereof and supersede all prior Licences, arrangements and understandings between you and us relating to that subject matter.

9.2 Each party acknowledges that, in entering into this Licence, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this Licence or not) ("**Representation**") other than as expressly set out in this Licence.

9.3 Each party agrees that the only rights and remedies available to it arising out of or in connection with a Representation shall be for breach of contract.

## **10. Severance**

10.1 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 clause shall not affect the validity and enforceability of the rest of this Licence.

10.2 If any provision or part-provision of this Licence is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **11. Third-party Rights**

11.1 Subject to clause 11.2, a person who is not a party to this Licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

11.2 We and the entities referred to in clause 5.6 may enforce the terms of clause 5 subject to and in accordance with this clause 11, this Licence and the Contracts (Rights of Third Parties) Act 1999.

## **12. Notices**

12.1 Any notice shall only be effective if it is in writing, sent to a party at its registered address (or such other address as that party may notify to the other in writing from time to time).

12.2 Faxes, but not any other form of electronic communication, shall be permitted for the giving of any notice.

12.3 Any notice will be deemed to have been duly served if delivered personally, on delivery if sent by post, on the second Business Day after it was posted or if sent by facsimile process, when correctly despatched provided that, if in any case notice would be deemed to be given outside of 9am to 5.30pm on a Business Day, such notice shall instead be deemed to have been given at the start of the next Business Day.

### 13. Governing Law and Jurisdiction

13.1 This Licence 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 law of England.

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

### 14. Definitions and Interpretation

14.1 The definitions and rules of interpretation in this clause apply in this Licence:

**Affiliate:** any business entity from time to time Controlling, Controlled by, or under common Control with, either party;

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when the banks in London are open for business;

**Competitor:** any individual, partnership, business entity or other legal person involved in the provision of financial and wealth management services to individuals;

**Control:** as defined in section 1124 of the Corporation Tax Act 2010; and "Controlled" and "Controlling" shall be construed accordingly;

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (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;

**Term:** has the meaning given to it in clause 6.1; and

**Virus:** any thing or device (including any software, code, file or programme) which may:

- (a) prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device;
- (b) prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or
- (c) adversely affect the user experience, including worms, trojan horses, malware, viruses and other similar things or devices.