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## END USER LICENCE AGREEMENT (B2B)

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**[PLEASE READ THIS LICENCE AGREEMENT CAREFULLY BEFORE CONTINUING. BY CLICKING ON THE "I AGREE" BUTTON YOU AGREE TO THE TERMS WHICH WILL BIND YOU.]**

This End User Licence Agreement (“**EULA**”) is a legal agreement between you, the Licensee and IP Cortex Ltd, a company registered in England and Wales under number 4463272 whose registered office is at 1 Barnes Wallis Road, Fareham, England, PO15 5UA, the Licensor.

This EULA covers the IP Cortex CRM Connect application Software and the associated electronic Documentation. This EULA grants a licence to use the Software and the Documentation only, strictly in accordance with the terms of this EULA.

The Licensor does not sell or assign the Software or the Documentation to you and the Licensor or its partners remain the owner of the Software at all times.

After installation of the Software, this EULA is available from <https://ipcortex.co.uk/legal-information>. It is recommended that you print or save a copy of this EULA for future reference.

### 1. **Definitions and Interpretation**

In this EULA, unless the context otherwise requires, the following expressions have the following meanings:

“ <b>Authorised User</b> ”	means an individual authorised by you to use the Software;
“ <b>Documentation</b> ”	means the CRM Connect User Guide documentation which accompanies the Software;
“ <b>Licence Fee</b> ”	means the licence fee paid by the Licensee to the reseller of the IPCortex system;
“ <b>Software</b> ”	means the CRM Connect application software; and
“ <b>you</b> ”, “ <b>your</b> ”	means the Licensee.

### 2. **System Requirements**

The Software requires the following minimum hardware and software specification to install and operate correctly:

- Windows PC
- 1.8 GHz Pentium-class processor
- 4 GB Memory
- 1GB free hard drive space
- Operating System: Windows 10 (1809 or higher) or Windows 11

### 3. **Accepting or Rejecting this EULA**

3.1 By clicking the “I Agree” button, presented to you during the installation process, you indicate your acceptance of this EULA and the terms and conditions set out herein, which will become binding on you and your

Authorised Users upon your acceptance.

- 3.2 By clicking the “Cancel” button, presented to you during the installation process you indicate your rejection of this EULA and the terms and conditions set out herein. If you do not accept the terms and conditions of this EULA, you must not install or use the Software or Documentation.

#### 4. **Ownership of the Software and Documentation**

- 4.1 The Software and the Documentation and all intellectual property rights therein (including, but not limited to, copyright) throughout the world belong to the Licensor or its partners. This EULA does not grant to you (or sell to you) any rights of ownership in the Software or the Documentation. This EULA grants you a licence to use the Software and the Documentation strictly in accordance with the terms and conditions of this EULA only.
- 4.2 The Licensor or its partners also retain ownership of any and all copies of the Software or the Documentation and all intellectual property rights therein, regardless of the form in which the copies may exist.
- 4.3 You acknowledge that you have no right to have access to the Software in source code form other than as expressly provided in this EULA.

#### 5. **Grant and Scope of Licence**

- 5.1 In consideration of your payment of the Licence Fee and your acceptance of this EULA, the Licensor hereby grants to you a limited, revocable, non-exclusive, non-transferable licence to:
  - a) install and use the Software, in accordance with the terms and conditions of this EULA, for business purposes only on one computer or device owned, leased, or otherwise controlled by you;
  - b) use the Documentation in accordance with the terms and conditions of this EULA, for business purposes only ;
  - c) where the Software is licensed for installation and use on one computer or device, you may transfer the Software to another computer or device provided that the Software is not used on more than one computer or device simultaneously;
  - d) subject to Clause 6, make up to **two** copies of the Software for backup, archival, or other security purposes; and
  - e) make as many copies of the Documentation as reasonably required to support the use of the Software in accordance with the terms and conditions of this EULA.
- 5.2 The licence granted hereunder also extends to any and all free updates, patches, fixes and similar that the Licensor may provide, but the Licensor reserves the right to charge additional fees for use of any such updates or new versions.

## 6. Licence Restrictions

- 6.1 You may not make copies of the Software or Documentation or any part thereof except where such copying is necessary to support the normal use of the Software in accordance with this EULA or is necessary for backup, archival, or other security purposes as set out above in sub-Clauses 5.1(d) and 5.1(e).
- 6.2 You may not translate, reverse-engineer, decompile, disassemble, modify, or create derivative works based on the Software (or any part thereof) except as expressly permitted by law or this EULA. Sections 50B and 296A of the Copyright Designs and Patents Act 1988 permit such actions only where they are necessary to obtain information necessary to create an independent software program which can be operated with the Software or with another software program (“the permitted objective”). The information obtained from such actions must not be used for any other purpose.
- 6.3 The actions described in sub-Clause 6.2 will not be permitted if you:
- a) already have readily available to you the information necessary to achieve the permitted objective;
  - b) do not confine the decompiling to such acts as are necessary to achieve the permitted objective;
  - c) supply the information obtained by the decompiling to any person to whom it is not necessary to supply it in order to achieve the permitted objective; or
  - d) use the information to create a software program which is substantially similar in its expression to the Software or to do any other act restricted by copyright.
- 6.4 You may not modify, adapt, alter, translate, or otherwise change the Software or Documentation or any part thereof or combine, incorporate in, or merge the Software with any other software.
- 6.5 You may not:
- a) alter, delete, or otherwise obscure any notices of proprietary rights (including, but not limited to, copyright) or any product identification or restrictions on or in the Software or the Documentation. Any and all such notices must be included in full on all copies made of the Software or the Documentation, whether full or partial;
  - b) make the Software available over a network or by any other method of remote access; or
  - c) provide, or otherwise make available, the Software (or any content from the Software) in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person without prior written consent from us

## 7. Transfer

The Software and Documentation are licensed only to you, the Licensee. You may not rent, lease, sub-licence, sell, assign, pledge, transfer, or otherwise dispose of the Software or Documentation, on a temporary or permanent basis, without the prior written consent of the Licensor.

## 8. Licensee's Undertakings

You hereby undertake and agree that:

- 8.1 you will use and permit the use of the Software only in accordance with the bounds of the terms and conditions of this EULA;
- 8.2 you will supervise and control any use of the Software by the Authorised Users and ensure that they are notified of the terms and conditions of this EULA, understand them, comply with them and only use the Software in accordance with this EULA;
- 8.3 you will keep all copies of the Software and Documentation secure and will keep accurate and up-to-date records of the number and location of such copies; and
- 8.4 you will comply with all applicable laws, rules, and regulations governing the use of the Software, including in relation to technology control and export.

## 9. Limitation of Liability

- 9.1 The Software and Documentation are provided for internal business use by you, the Licensee.
- 9.2 The Licensor shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising out of or in connection with this EULA for:
  - a) loss of profits;
  - b) loss of sales or business;
  - c) loss of revenue;
  - d) loss of agreements or contracts;
  - e) loss of anticipated savings;
  - f) loss of use or corruption of software or data;
  - g) business interruption;
  - h) loss of business opportunity, reputation, or goodwill; or
  - i) special, indirect, or consequential loss, damage, charges, or expenses.
- 9.3 Subject to sub-Clause 9.2, above (losses for which the Licensor is not liable), and sub-Clause 9.4, below (liability which is not excluded or limited), the Licensor's maximum aggregate liability, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising out of or in connection with this EULA shall be limited to a sum equal to 50% of the total charges paid and payable by the Licensee from the previous month. Such liability will be settled in the form of a credit note against the Licensee's next month's invoice.
- 9.4 Nothing in this Clause 9 shall exclude or limit the Licensor's liability for death or personal injury resulting from the Licensor's negligence; for fraud or fraudulent misrepresentation; or for any other form of liability which cannot be limited or excluded under English law.

## 10. No Other Warranties or Liability

- 10.1 This EULA sets out the full extent of the Licensor's liabilities and obligations with respect to the Software and Documentation. Except as expressly set out

in this EULA, the Licensor is bound by no other conditions, warranties, representations, guarantees, or other terms, whether express or implied.

- 10.2 To the fullest extent permitted by law, any warranties, representations, guarantees, or other terms which may be implied or otherwise incorporated into this EULA whether by statute, common law, or otherwise, are hereby excluded.
- 10.3 In particular, the Licensor does not warrant that the Software or the Documentation will meet your particular requirements or that the operation of the Software will be uninterrupted or error-free (subject to the limited warranty in Clause 9). It is your responsibility to ensure that the Software as described in the Documentation (and the Documentation itself, where appropriate) meets your requirements.

## 11. **Changes to this EULA**

- 11.1 The Licensor reserves the right to amend the terms and conditions of this EULA at any time on written notice to you. You will be notified of such changes when you access the Software.
- 11.2 By continuing to use the Software and Documentation following receipt and service of notice of such changes as described above, you shall be deemed to have accepted the changes to this EULA.
- 11.3 If you do not accept the changes to this EULA, you must immediately stop all actions permitted under this EULA including, but not limited to, using the Software and Documentation.

## 12. **Term and Termination of this EULA**

- 12.1 This EULA is effective until terminated. You may terminate it at any time by notifying us in writing. Uninstalling the Software without notifying us in accordance with this clause will not terminate this EULA.
- 12.2 The Licensor reserves the right to terminate this EULA, or suspend your access to the Software, immediately on written notice to you in the event that you (or your Authorised Users) commit a material or persistent breach of this EULA and (if the breach is capable of remedy) fail to remedy the breach within 14 calendar days after the service of a written notice from the Licensor requiring you to do so.
- 12.3 In the event that this EULA is terminated for any reason:
  - a) All rights granted to you by this EULA shall discontinue;
  - b) You must immediately stop all actions permitted under this EULA including, but not limited to, using the Software and Documentation;
  - c) You must immediately and fully uninstall, delete, or otherwise remove the Software from any and all computers or devices in your possession; and
  - d) You must immediately delete, destroy, or return to the Licensor (at the Licensor's option) all copies of the Software and Documentation in your possession or control and, where the Licensor requires the deletion or destruction of such copies, you must certify to the Licensor that you have done so.

### 13. **Privacy and Data Protection**

- 13.1 All personal data that the Licensor may use will be collected, processed, and held in accordance with the provisions of UK data protection legislation and your rights and the rights of Authorised Users thereunder.
- 13.2 For complete details of the Licensor's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, personal data sharing (where applicable), details of your rights and the rights of Authorised Users and how to exercise those rights please refer to the Licensor's privacy notice, available at: <https://ipcortex.co.uk/legal-information>.

### 14. **Notices**

- 14.1 All notices under this EULA shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the party giving the notice.
- 14.2 All notices sent to you by the Licensor will be sent by email or to the address provided by you when you registered the software.
- 14.3 Notices shall be deemed to have been duly given:
- a) when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
  - b) when sent, if transmitted by email and a successful transmission report or return receipt is generated; or
  - c) on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
  - d) on the tenth business day following mailing, if mailed by airmail, postage prepaid.

### 15. **Events outside of our control**

If the supply of the Software to you is temporarily suspended by, or subject to an outage due to, an event outside of the Licensor's control, the Licensor will contact you as soon as possible to let you know and do what it can to reduce the suspension or outage. As long as the Licensor does this, Licensor will not be liable to compensate you for the suspension or outage.

### 16. **Assignment**

- 16.1 The Licensor may transfer its rights and obligations under this EULA to another party at any time. Your rights as the Licensee under this EULA will not be affected by such a transfer.
- 16.2 This EULA and the licence granted to you under it are personal to you. Except where expressly permitted under this EULA, you may not transfer your rights and obligations under this EULA to another party without the Licensor's prior written consent.

### 17. **No Waiver**

No failure or delay by either party to this EULA in exercising any of its rights under this EULA shall be deemed to be a waiver of that right, and no waiver by either party

to this EULA of a breach of any provision of this EULA shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

**18. Third Party Rights**

This EULA does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of this EULA.

**19. Entire Agreement**

19.1 This EULA and any other document specifically referred to herein contains the entire agreement between the Licensor and Licensee with respect to its subject matter.

19.2 This EULA supersedes and extinguishes any and all previous agreements, representations, warranties, promises, assurances, and understandings between the Licensor and Licensee relating to its subject matter.

**20. Severance**

In the event that one or more of the provisions of this EULA is or are found to be unlawful, invalid, or otherwise unenforceable, that or those provision(s) shall be deemed severed from the remainder of this EULA. The remainder of this EULA shall be valid and enforceable.

**21. Law and Jurisdiction**

21.1 This EULA (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

21.2 Any dispute, controversy, proceedings or claim between the Parties relating to this EULA (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.