

Software Licence Agreement

& End User Licence Agreement

Effective Date: 26th June 2023

Welcome to Jspspreadsheet!

Thank you for visiting our terms and conditions (**Terms**), the most updated copy of which can always be found at <https://jspspreadsheet.com> (**Website**).

We are Jspspreadsheet Ltd, a company registered in England and Wales under company number 12185072, with registered office Brookfield Court Selby Road, Garforth, Leeds, England, LS25 1NB (**'Jspspreadsheet', 'we', 'our' or 'us'**) and we provide a JavaScript data grid plugin with spreadsheet-like controls known as Jspspreadsheet Pro as described on our Website (**Software**).

This agreement includes the Checkout Details (if applicable), the Terms and Conditions and the EULA.

At the time of sign up, you can elect to sign up for a Free Trial, Perpetual Plan or a Subscription Plan.

A "Perpetual Plan" involves a one-time fee where you are provided with a perpetual licence of use of the Software and 100 year valid Certificate. There are different tiers of Perpetual Plan with different inclusions, as you will see set out on our Website from time to time.

A "Subscription Plan" involves a limited licence of use of the Software for a set period of time. There are different tiers of Subscription Plan, as you will see set out on our Website from time to time.

The details of your selected Perpetual Plan or Subscription Plan, and the associated fees, will be described in the Checkout Details.

BY PROCEEDING TO DOWNLOAD, INSTALL OR USE THE SOFTWARE IN WHICH THIS AGREEMENT IS ELECTRONICALLY EMBEDDED OR BY OBTAINING A CERTIFICATE FOR THIS SOFTWARE, YOU HEREBY ACKNOWLEDGE AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, THEN CLICK "DO NOT ACCEPT," DO NOT INSTALL OR USE THE SOFTWARE AND DELETE THE SOFTWARE FROM YOUR COMPUTER SYSTEM. BY INSTALLING OR USING THE SOFTWARE OR BY CLICKING ON "ACCEPT" YOU ACKNOWLEDGE AND AGREE THAT ON BEHALF OF YOURSELF AND YOUR EMPLOYER OR THE COMPANY YOU REPRESENT THAT YOU HAVE READ THIS SOFTWARE LICENSE AGREEMENT CAREFULLY, THAT YOU AND YOUR EMPLOYER OR THE COMPANY YOU REPRESENT AGREE TO BE BOUND BY THIS AGREEMENT AND THAT IF APPLICABLE YOUR EMPLOYER HAS INFORMED YOU OF THE RELEVANT PROVISIONS OF THIS AGREEMENT WHICH MAY BE APPLICABLE TO YOU. THIS AGREEMENT, SHALL GOVERN YOUR INSTALLATION AND USE OF THE SOFTWARE IN WHICH THIS AGREEMENT IS ELECTRONICALLY EMBEDDED. JSPREADSHEET URGES YOU TO CAREFULLY READ THIS AGREEMENT AND ASSESS YOUR USE OF THE SOFTWARE PRIOR TO INSTALLING OR USING THE SOFTWARE OR MAKING ANY DECISION TO USE OR PURCHASE IT.

We may change these Terms at any time by notifying you, and your continued use of the Software following such an update will represent an agreement by you to be bound by the Terms as amended.

In these Terms, capitalised words and phrases have the meanings given to them where they are followed by bolded brackets, or as set out in the Definitions table at the end of these Terms. In the

event of any inconsistency between these terms and conditions and the Checkout Details or the EULA, these terms and conditions will prevail to the extent of the inconsistency.

TERMS AND CONDITIONS

Definitions

In this agreement, capitalised terms have the meaning given to them in the Checkout Details, and the following phrases have the meaning set out below.

Term	Definition
Certificate	means the in the context of our Software, is a unique alphanumeric license key that is required to be integrated into the client software. This key activates the Jspreadsheet functionalities and enables it to operate effectively. The Certificate is much more than just a license key; it encapsulates essential details such as the client name, authorized domains, enabled extensions, and an expiration date. These elements serve to validate the client, specify the permitted operating environments, define the extended capabilities, and also determine the Certificate's validity period. This multi-layered security feature assures both access control and operational integrity within the Jspreadsheet system.
Checkout Details	means the information displayed on screen around the time of downloading the Software, including any information described in these terms as being set out in the Checkout Details
Confidential Information	means information of or provided by a party that is by its nature is confidential information, is designated by that party as confidential, or that the other party knows or ought to know is confidential, but does not include information which is or becomes, without a breach of confidentiality, public knowledge.
Derivative Work	means any new work created by significantly modifying or adapting all or a substantial part of the Software.
Developer	means a Licensee's employee, agent or independent contractor, personally carrying out development using the Software.
Documentation	means all manuals, help files and other documents supplied by Jspreadsheet to the Licensee relating to the Software, whether in electronic or hardcopy form.
Domain	means a Domain Name, in the context of our software's terms and conditions, refers to the distinct string or sequence of characters that serves as an internet address for an organization or an individual. It's the unique identifier that points to a specific location on the internet, akin to a physical address in the real world. In the context of the Certificate, the domain name defines the online environments where the client software with the activated Jspreadsheet functionalities is authorized to operate. This ensures that the software is used within the approved network locations, enhancing control and security.
End User	means a user who has been validly granted access to the Software and Documentation by the Licensee in accordance with clause 4.2

Error	encompasses any discovered mistake, flaw, or omission within the Software that can be reproduced and significantly hampers its proper functioning as outlined in the Documentation.
Fees	has the meaning given in clause 6.2(a).
Intellectual Property Rights	rights throughout the world, including copyright, trade marks, designs, patents or other proprietary rights, Confidential Information and the right to have information kept confidential, or any rights to registration of such rights whether created before or after the date of this agreement, whether registered or unregistered.
Licensee Data	means files, data or any other information, which is uploaded or inserted to the Software by the Licensee or its End Users and the resulting output from use of the Software on such data
Licensee	means the entity who downloads the Software and enters into this agreement.
Licensee Product	a Licensee offering, such as a standalone product or service, with which the Software is integrated under these Terms, and which contains a significant additional functionality not incorporated in the Software.
Maintenance Plan	means the add-on plan for maintenance available for purchase with a Perpetual Plan, as set out on our Website.
Named Application	refers to any specific software created by the Licensee, as listed on a Purchase Order, with its unique underlying code. For example, if your mobile and web apps share the same underlying code, we consider them part of a single project.
Perpetual Plan	Means the ongoing licence under a plan selected by you and agreed between us as set out in the Checkout Details.
Personnel	means, in respect of a party, its officers, employees, contractors (including subcontractors) and agents.
Services	means Jspreadsheet's provision of the Software and any related activities Jspreadsheet may perform for the Licensee under this agreement.
Software	means the software program described in the Checkout Details or otherwise downloaded via our Website, owned and developed by Jspreadsheet and licensed to the Licensee under this agreement.
Subscription Period	means the period of your Subscription to the Software as agreed on the Website.
Subscription Plan	means the subscription plan selected by you and agreed between us as set out in the Checkout Details.
Support Services	Has the meaning as set out in clause 4.1.
Term	means the duration of this agreement as described in clause 2.1

Update	denotes any alteration, improvement, enhancement, or programming fix made by Jspreadsheet to the Software or Documentation. Jspreadsheet typically provides these updates without separate pricing or marketing.
User	means you and any third party end user of the Software who you make the Software available to.
User Data	means any files, data, document, information or any other Materials, which is uploaded to the Software by you or any other User or which you, your Personnel or Users otherwise provide to us under or in connection with these Terms, including any Intellectual Property Rights attaching to those materials.
Website	means the website at the URL set out in the first paragraph of these Terms, and any other website operated by us in connection with the Solution.

2 Term of agreement

2.1 term

This agreement commences on the date displayed in the Checkout Details and continues in effect unless:

- (a) **(Perpetual Plan)** terminated in accordance with clause 15; or
 - (b) **(Subscription Plan)** the expiration of the Subscription Period or Renewal Period (as defined in clause 2.2 below),
- (each respectively a **Term**).

2.2 subscription period

- (a) This clause applies if you have selected the Subscription Plan.
- (b) Your Subscription will commence on the date you agree to be bound by these Terms and pay the applicable Subscription Fees, and continues for the Subscription Period and any Renewal Periods applicable, unless terminated earlier in accordance with clause 15.
- (c) Subject to clause 2.2(d), upon expiration of the Subscription Period, this agreement will automatically and indefinitely renew on an ongoing basis for a period equal to the Subscription Period (**Renewal Period**).
- (d) This agreement will not automatically renew on expiry of the Subscription or Renewal Period (**Renewal Date**), if either party provides a written cancellation notice at least 30 days prior to the Renewal Date.

3 Software License

The Licensee must acquire a Licence for the Software and Documentation directly from Jspreadsheet. When entering into this agreement, the Licensee must choose between the different licenses, as set out on our website and as stated in clauses 3.1 to 3.3 below.

3.1 Free trial license

- (a) If the Licensee enters into a Free Trial, Jspreadsheet grants the Licensee a non-exclusive, non-transferable, revocable **30 day** trial period to use the Software for the sole purpose of evaluating and

testing it. If the Software is used in any Licensee Products, the Licensee Products cannot be deployed for any commercial use.

(b) The Licensee acknowledges that the Software may add watermarks to output (including any software that incorporates any part of the Software), have limited functionality, operate for a limited period of time, or restrict the functionality or duration of any output.

(c) The Licensee also acknowledges that accessing and/or using any files or output created with the Software is entirely at their own risk.

(d) The Licensee cannot:

(i) commercialise, resell, sell, license, sub-license, rent, lend, provide for free or reproduce the Software or its modifications, or distribute it by any means, both directly or indirectly, by itself or with other software, or in any other way make the Software or its modifications available to any third party; or

(ii) create any Derivative Work that is competitive with or offers substantially the same functionality as the Software or any other product or software application commercially offered by Jspreadsheet.

3.2 Subscription License

(a) (**Standard**) By entering into a Standard Subscription Licence, Jspreadsheet grants to the Licensee during the Term a non-exclusive, non-transferable, revocable, royalty-free, worldwide licence to install and use the Software and Documentation with 1 Developer in one Named Application. For the avoidance of doubt this Standard Subscription Licence DOES NOT include use as part of a SaaS app or for developing a SaaS app.

(b) (**Enterprise**) By entering into an Enterprise Subscription Licence, Jspreadsheet grants to the Licensee during the Term a non-exclusive, non-transferable, revocable, royalty-free, worldwide licence to install and use the Software and Documentation with up to 5 Developers in up to 3 Licensee Product's (including as part of a SaaS app or for developing a SaaS app).

(c) (**Ultimate**) By entering into an Enterprise Subscription Licence, Jspreadsheet grants to the Licensee during the Term a non-exclusive, non-transferable, revocable, royalty-free, worldwide licence to install and use the Software and Documentation with up to 10 Developers in up to 10 Licensee Product's (including as part of a SaaS app or for developing a SaaS app).

(d) If additional Developers require access to the Software, the Licensee must notify Jspreadsheet of the number of additional Developers required and Jspreadsheet will invoice the Licensee for pro rata additional Fees as set out in clause 8.

(e) In no event shall the Licensee create any Derivative Work that is competitive with or offers substantially the same functionality as the Software or any other product or software application commercially offered by Jspreadsheet.

3.3 Perpetual License

(a) (**Enterprise**) By entering into an Enterprise Perpetual Licence, the Licensee is granted a non-exclusive, non-transferable, royalty-free, worldwide, revocable and lifelong licence to install and use the Software and Documentation with up to 5 Developers in one Named Application or as part of a SaaS application.

(b) (**Ultimate**) By entering into an Ultimate Perpetual Licence, the Licensee is granted a non-exclusive, non-transferable, royalty-free, worldwide, revocable and lifelong licence to install and use the Software and Documentation with up to 10 Developers in one Named Application or as part of a SaaS application.

(c) If additional Developers require access to the Software, the Licensee must notify Jspreadsheet of the number of additional Developers required and Jspreadsheet will invoice the Licensee for pro rata additional Fees as set out in clause 8.

(d) In no event shall the Licensee create any Derivative Work that is competitive with or offers substantially the same functionality as the Software or any other product or software application commercially offered by Jspreadsheet.

4 The software

4.1 Accounts

(a) (**Accounts**) To use the Software, you may be required to sign-up, register and receive an account through the Website (an **Account**).

(b) (**Provide Information**) As part of the Account registration process and as part of your continued use of the Website, you may be required to provide personal information and details, such as your email address, first and last name, preferred username, a secure password, billing, postal and physical addresses, mobile phone number, profile information, payment details, ratings and reviews, verified identifications, verified certifications and authentication, company name, your role in the company, and your country of residence, and other information as determined by us from time to time.

(c) (**Warranty**) You warrant that any information you give to us in the course of completing the Account registration process is accurate, honest, correct and up-to-date.

(d) (**Acceptance**) Once you complete the Account registration process, we may, in our absolute discretion, choose to accept you as a registered user within the Website and provide you with an Account.

(e) (**Cancellation**) We may, in our absolute discretion, suspend or cancel your Account if you fail to comply with these Terms.

4.2 Installation, Certificate & Enhancements

(a) The Licensee is responsible for properly installing the Software in order for the Licensee to enjoy the full benefit of the Software. Jspreadsheet is available to help with troubleshooting installation queries. However, Jspreadsheet is not responsible for performing installation.

(b) Once the Software has been installed:

(i) if the Licensee has selected a Subscription Plan, the Licensee is responsible for generating a Certificate through their Account; or

(ii) if the Licensee has selected a Perpetual Plan, the Licensee must request Jspreadsheet to generate a Certificate, which will be sent by email to the Licensee.

(c) If the Licensee wants to add additional Domains under a single Certificate, the Licensee may send a request to Jspreadsheet and Jspreadsheet will send the relevant Certificate by email PROVIDED THAT the Domains are related to the same application.

(d) Jspreadsheet may, from time to time, and without being under any obligation to do so, offer Updates to the Software or issue updates to the Documentation. The Licensee can opt in for updates, and if this is the case follow the Documentation to adjust their Software in accordance.

4.3 Additional services and customisations

(a) If the Licensee requires additional services, including where Jspreadsheet will develop additional functionality for the Licensee (**Customisations**), whether:

(i) requested by the Licensee; or

(ii) suggested by Jspreadsheet,

(**Additional Services**) Jspreadsheet will, at its absolute discretion, provide a quotation for the Additional Services.

(b) For the avoidance of doubt, Jspreadsheet is not required to provide Additional Services or accept any new feature requests.

(c) The parties may agree to any number of additional quotations or orders under this agreement, without limiting or otherwise affecting previous services performed under this agreement.

(d) Any quotation or order agreed between the parties will form a binding order for services under this agreement.

(e) While Jspreadsheet takes reasonable steps to ensure that Customisations will be possible, Jspreadsheet makes no guarantee that any Customisation will be successful or satisfy an intended use case.

5 support services

5.1 Subscription Plan

Over the course of the Subscription Period, we will provide relevant Updates and general support where reasonably necessary to resolve technical issues with the Software (**Support Services**), the following terms apply unless otherwise specifically agreed in writing:

(a) we will take reasonable steps to provide Support Services where necessary. You must first endeavour to resolve any issues with the Software internally and we will not assist with issues that are beyond our reasonable control; or beyond the scope of the Jspreadsheet software.

(b) requests for Support Services will be responded to on a best endeavours basis and we provide no guarantee of Support Services being available 24/7 or that any request for Support Services will be responded to within a particular time frame; and

(c) you will not have any claim for delay to your access to the Software due to any failure or delay in Support Services.

5.2 Perpetual Plan

(a) For the period of 12 months following the commencement of the Perpetual Plan, Jspreadsheet will offer the Licensee the Support Services as set out in clause 5.1 (**Support Period**).

(b) Following the conclusion of the Support Period, if the Licensee wishes to continue to receive the Support Services and/or any updates and/or new extensions, the Licensee must purchase the add-on Maintenance Services (as defined in the definitions table). For further terms relating to the Maintenance Services, please refer to clause 5.3 below.

5.3 Maintenance Plan

(a) The Maintenance Plan includes the Support Services as described in clause 5.1.

(b) The Maintenance Plan must be signed up for a set period, as set out on the Website (**Maintenance Term**).

(c) Upon expiration of the Maintenance Term, the Licensee will no longer have access to the services provided as part of the Maintenance Plan, unless they sign up for a new term.

6 Licensee's Obligations

(a) The Licensee must ensure that all End Users are made aware of, agree to and comply with the End User Licence Agreement in Schedule 1 and available at <https://jspreadsheet.com/jspreasheet/terms-and-conditions> prior to accessing the Software.

(b) The Licensee acknowledges and agrees that the Licensee is responsible for all acts or omissions of its End Users.

(c) The Licensee acknowledges and agrees that Jspreasheet will have no liability for any act of an End User for damage, loss or expense suffered by an End User in connection with the use of the Software, and the Licensee indemnifies Jspreasheet for any such damage, loss or expense.

(d) The Licensee must not, and must not encourage or permit any End User or any third party to, without Jspreasheet's prior written approval:

(i) make copies of the Documentation or the Software;

(ii) upload any inappropriate, offensive, illicit, illegal, pornographic, sexist, homophobic or racist material using the Software;

(iii) use the Software for any purpose other than for the purpose for which it was designed, including you must not use the Software in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity (including requesting or accepting a job which includes illegal activities or purposes;

(iv) upload any material that is owned or copyrighted by a third party;

(v) adapt, modify or tamper with the Software;

(vi) remove or alter any copyright, trade mark or other notice on or forming part of the Software or Documentation;

(vii) create derivative works from or translate the Software or Documentation;

(viii) publish or otherwise communicate the Software or Documentation to the public, including by making it available online or sharing it with third parties;

(ix) sell, loan, transfer, sub-licence, hire or otherwise dispose of the Software or Documentation to any third party;

(x) decompile or reverse engineer the Software or any part of it, or otherwise attempt to derive its source code;

(xi) attempt to circumvent any technological protection mechanism or other security feature of the Software;

(xii) share your Account or Account information, including log in details or passwords, with any other person and that any use of your Account by any person who is not the account holder is strictly prohibited. You must immediately notify us of any unauthorised use of your Account, password or email, or any other breach or potential breach of the Software's security; or

(xiii) permit any person other than End Users to use or access the Software.

(e) The Licensee acknowledges and agrees that it is the Licensee's sole responsibility to complete all tests and quality checks before deployment of any Licensee Product using the Software.

7 Payment

7.1 Free trial

From time to time, we may offer a free trial period, which will allow you to access some features of the Software for a set period, as set out on our Website from time to time (**Free Trial**). If at the end of the Free Trial you do not make payment, then your Free Trial will end. If you wish to continue using the software, you must sign up to a Subscription Plan or Perpetual Plan and make the relevant payments.

7.2 Payment of fees

(a) The Licensee must pay the amounts set out in the Checkout Details and at the times set out in the Checkout Details or otherwise specified in an invoice (**Fees**).

(b) All Fees must be paid in advance and are non-refundable for change of mind.

7.3 Subscription Plan

(a) This clause applies if you have signed up for a Subscription Plan.

(b) You must pay subscription fees to us in the amounts specified on the Website for your Subscription Plan, or as otherwise agreed in writing (**Subscription Fees**).

(c) All Subscription Fees must be paid in advance and are non-refundable for change of mind.

(d) Unless otherwise agreed in writing, the Subscription Fees are due and payable on a recurring basis for the duration of your Subscription, with the first payment being due on the first day of the Subscription Period (or immediately after the expiry of any applicable Free Trial Period) and at the beginning of every Renewal Period thereafter.

7.4 MAINTENANCE PLAN FEES

Upon sign up of a Maintenance Plan, you must pay to us in advance the relevant fees for the Maintenance Term as specified on the Website.

7.5 AUTOMATIC RECURRING BILLING

(a) This clause applies if you have selected the Subscription Plan option.

(b) Your Subscription will continue to renew on an automatic indefinite basis unless you notify us that you wish to cancel. Whilst your Subscription is maintained, your Subscription Fees will continue to be debited at the beginning of each Renewal Period from the payment method you nominated when you registered for an Account.

(c) We will not be required to pay any charge back amount if you fail to cancel your Subscription in accordance with these Terms.

(d) By signing up for a recurring Subscription, you acknowledge and agree that your Subscription has an initial and recurring payment feature, and you accept responsibility for all recurring charges prior to your cancellation of your Subscription.

(e) We may submit periodic charges for the Subscription Fees without further authorisation from you, until you provide prior written notice that you have terminated this authorisation or wish to change your payment method (and receipt of this is confirmed by us). Such notice will not affect charges submitted before we could reasonably act on such notice. To terminate your authorisation or change your payment method, please contact us via our Website.

7.6 LATE PAYMENTS

We reserve the right to suspend all or part of the Software indefinitely if you fail to pay any Fees in accordance with this clause 6.

7.7 VAT

Unless otherwise indicated, the Fees do not include VAT, GST or any other local tax (together **VAT**). In relation to any VAT payable for a taxable supply by us, you must pay the VAT subject to us providing a tax invoice.

7.8 ONLINE PAYMENT PARTNER

(a) We may use third-party online payment partner, currently Stripe (**Online Payment Partner**) to collect Fees.

(a) The processing of payments by the Online Payment Partner will be, in addition to this agreement, subject to the terms, conditions and privacy policies of the Online Payment Partner.

(b) You agree to release us and our Personnel in respect of all liability for loss, damage or injury which may be suffered by any person arising from any act or omission of the Online Payment Partner, including any issue with security or performance of the Online Payment Partner's platform or any error or mistake in processing your payment.

(c) We reserve the right to correct, or to instruct our Online Payment Partner to correct, any errors or mistakes in collecting your payment.

8 INTELLECTUAL PROPERTY

(a) Nothing in this agreement transfers any Intellectual Property Rights in any Jsheets IP to the Licensee, including in the Software. Any Developed IP will be solely and exclusively owned by Jsheets.

(b) In the case of a Perpetual Plan, Jsheets grants to the Licensee a non-exclusive, non-transferable, royalty-free, worldwide, revocable and lifelong licence to use Jsheets IP and any Developed IP to the extent required for the Licensee to use the Software.

(c) In the case of a Subscription Plan, Jspreadsheet grants to the Licensee a non-exclusive, non-transferable, revocable, royalty-free, worldwide licence to use Jspreadsheet IP and any Developed IP to the extent required for the Licensee to use the Software during the Term.

(d) For the purposes of this clause 8:

(i) "**Developed IP**" means any materials produced by Jspreadsheet in the course of this agreement, including reports, data, designs, concepts, know-how, information, advice, opinions, emails, notes whether in draft or final form, in writing, provided orally, either alone or in conjunction with the Licensee or others, and any Intellectual Property Rights attaching to those materials.

(ii) "**Jspreadsheet IP**" means all materials owned or licensed by Jspreadsheet that is not Developed IP and any Intellectual Property Rights attaching to those materials, including the Software and Documentation.

9 CUSTOMER LOGO

(a) The Customer agrees to allow Jspreadsheet to display the Customer's logo, name and business description (together **Logo**) on or in Jspreadsheet's respective websites, promotional materials, social media or portfolios for the purposes of displaying and promoting the Customer as a customer of Jspreadsheet.

(b) If the Customer no longer wishes for Jspreadsheet to display its Logo, the Customer can notify Jspreadsheet in writing. Jspreadsheet will then remove the Logo within 7 days of the written notification.

10 UPGRADES AND DOWNGRADES

10.1 UPGRADE or downgrade SUBSCRIPTION PLAN

(a) You may notify us that you would like to upgrade or downgrade your Subscription Plan or the number of Developers at any time. If you do, we will:

(i) take reasonable steps to promptly provide you with access to the new Subscription Plan or the additional number of Developers; and

(ii) upon providing such access, apply the new, relevant Subscription Fees, to the Renewal Period immediately following the period in which your access to the new Subscription Plan was provided, and you will be charged at the new Subscription Fee in every subsequent Renewal Period.

(b) For the avoidance of doubt, if you choose to downgrade your Subscription or number of Developers, access to the new Subscription Plan or number of Developers the new Subscription Fees will kick in at the start of the next Renewal Period, unless we notify you otherwise. We generally don't pro-rate downgrades in between Renewal Periods, however we reserve the right to from time to time.

(c) If you choose to downgrade your Subscription, you acknowledge and agree we are not liable, and you release us from all claims in relation to, any loss of content, features, or capacity, including any User Data.

(d) Further, you acknowledge and agree that downgrading your current Subscription Plan may lead to a loss or disruption of certain features or functionalities that are exclusively available under the higher-tier plans.

10.2 upgrade perpetual plan

(a) You may notify us that you would like to upgrade your Perpetual Plan or the number of Developers at any time. If you do, we will:

(i) take reasonable steps to promptly provide you with access to the new Perpetual Plan or the additional number of Developers; and

(ii) upon providing such access, invoice you for the additional fees required for the relevant Perpetual Plan.

(b) For the avoidance of doubt, a Perpetual Plan cannot be downgraded.

10.3 UPGRADE FROM SUBSCRIPTION TO PERPETUAL PLAN

You may notify us that you would like to upgrade your Subscription Plan to a Perpetual Plan at any time. If you do, we will:

(a) take reasonable steps to promptly provide you with access to the new Perpetual Plan; and

(b) upon providing such access, invoice you for the additional fees required for the relevant Perpetual Plan.

11 THIRD PARTY SOFTWARE, TERMS & CONDITIONS

11.1 THIRD PARTY TERMS

(a) You acknowledge and agree that the terms & conditions of third party suppliers of goods or services (**Third Party Terms**) may apply to your use of the Software from time to time, currently located at <https://jspreadsheet.com/jspreadsheet/third-party>, as updated from time to time.

(b) You agree to any Third Party Terms applicable to third party goods and services that are used in providing the Software to you, and we will not be liable for any loss or damage suffered by you in connection with such Third Party Terms.

(c) We will take reasonable steps to notify you of Third Party Terms that apply to the Software, you must immediately notify us if you do not agree to such Third Party Terms.

(d) You acknowledge and agree that if you do not agree to any Third Party Terms, this may affect our ability to provide you the Software and we will not be liable for any issues in providing you the Software where you do not agree to any Third Party Terms.

11.2 OPEN SOURCE CODE

(a) The Software contains open source code libraries (**Open Source Code**) licensed from third party software providers (**Third Party Software Provider**).

(b) The Open Source Code included in the Software is done so pursuant to the relevant Third Party Software Provider's license and subject to the disclaimers and limitations set out in relevant license.

(c) The Licensee acknowledges and agrees that Jspspreadsheet does not warrant the content, conditions or useability of the Open Source Code for the Licensee's purposes.

(d) The full list of Open Source Code used in the Software can be found here <https://jspreadsheet.com/jspreadsheet/open-source>.

11.3 THIRD PARTY SOFTWARE INTEGRATIONS

(a) You acknowledge and agree that issues can arise when data is uploaded to software, when data is transferred between different software programs, and when different software programs are integrated together. We cannot guarantee that integration processes between the Software and other software programs will be free from errors, defects or delay.

(b) You agree that we will not be liable for the functionality of any third party goods or services, including any third party software, or for the functionality of the Software if you integrate it with third party software, or change or augment the Software, including by making additions or changes to the Software code, and including by incorporating APIs into the Software.

(c) You acknowledge and agree that for any utilisation of the Software, including any customisation of the Software (**User Software Changes**), then:

(i) you acknowledge and agree that User Software Changes can have adverse effects on the Software, including the Software;

(ii) you will indemnify us in relation to any loss or damage that arises in connection on how you use or integrate and customize Jspreadsheet;

(iii) we will not be liable for any failure in the Software.

12 CONFIDENTIALITY

(a) Except as contemplated by these Terms, a party must not, and must not permit any of its Personnel, use or disclose to any person any Confidential Information disclosed to it by the other party without the disclosing party's prior written consent.

(b) Each party must promptly notify the other party if it learns of any potential, actual or suspected loss, misappropriation or unauthorised access to, or disclosure or use of Confidential Information or other compromise of the security, confidentiality, or integrity of Confidential Information.

(c) The notifying party will investigate each potential, actual or suspected breach of confidentiality and assist the other party in connection with any related investigation.

13 DATA & PRIVACY

13.1 DATA PROTECTION

(a) The Licensee agrees to Jspreadsheet's Privacy Policy, here <https://Jspreadsheet.com/jspreadsheet/privacy-policy>, which is incorporated into these Terms by reference. Please read the Privacy Policy carefully as it governs Jspreadsheet's collection, use and disclosure of personal information.

(b) Words and phrases in this section shall have the meaning given to them by applicable data protection and privacy laws, including the General Data Protection Regulation 2016/679 (**GDPR**) and applicable national legislation that implements or supplements the GDPR or otherwise applies to data protection and privacy, and any statutory instrument, order, rule or regulation made thereunder, as from time to time amended, extended, re-enacted or consolidated (**Data Protection Legislation**) and the terms "controller", "processor", "process" and "personal data" shall have the meanings given to those terms in such Data Protection Legislation.

(c) During and after the delivery of the Software, the Licensee agrees that Jspreadsheet will be processing personal data for its own purposes and as such will be a controller under the Data Protection Legislation and this includes (but is not limited to) the following purposes:

(i) Jspreadsheet providing the Software and associated services under the Terms and Checkout Details;

(ii) Jspreadsheet and/or our independent contractors and third party suppliers may use the contact details of the Licensee and the Licensee's representatives for marketing and promotional purposes.;

(iii) Jspreadsheet may process personal data concerning its other clients and contacts in other ways for its own business purposes;

(iv) Jspreadsheet may process and transfer personal data as necessary to effect a re-organisation of its business; and

(v) Jspreadsheet may share personal data with other legal or professional advisers used by us to provide the Licensee with legal or professional services.

(d) During and after the delivery of Software and the associated services, there may be limited occasions where Jspreadsheet may process on the Licensee's behalf as a processor any personal data the Licensee have provided to Jspreadsheet. Jspreadsheet will advise the Licensee in writing where Jspreadsheet believes Jspreadsheet may act as a processor and any such processing shall be in accordance with, and subject to, the Licensee's instructions.

(e) Before performing the processing, Jspreadsheet shall document within the instructions the subject matter and duration of the processing, the nature and purpose of the processing, the types of personal data and categories of data subjects and the other terms prescribed by the Data Protection Legislation. Jspreadsheet will ensure that all appropriate technical and organisational measures are taken to protect any personal data supplied by the Licensee to Jspreadsheet against unauthorised or unlawful processing, accidental loss, destruction or damage, including when Jspreadsheet subcontract any processing (for example, in the case of external storage of data).

(f) The Licensee's instructions are taken to include the use by Jspreadsheet, where appropriate, of independent contractors and third party suppliers appointed by us for functions such as data and file storage, back-up, destruction, billing, debt collection, legal processing and the like, in accordance with the foregoing.

(g) By accepting this agreement the Licensee gives positive consent for Jspreadsheet to obtain, store and process information about the Licensee as described in the preceding paragraphs. The Licensee agrees that where necessary the Licensee will have satisfied relevant statutory ground under the Data Protection Legislation in connection with the above-described categories of processing, before providing Jspreadsheet with personal data. It is also a term of this agreement that any personal data supplied by Jspreadsheet to the Licensee about employees/independent contractors of Jspreadsheet and/or any third parties may only be used for the express purposes for which that information is provided to the Licensee.

(h) Each party shall comply with the terms of the Data Protection Legislation.

14 LIABILITY

14.1 DISCLAIMER OF WARRANTY

(a) (**Warranties**) The Licensee expressly acknowledges and agrees that use of the Software and Documentation is at the Licensee's own risk and that the Software and Documentation is provided "as is" without any warranties or conditions whatsoever. Further:

(i) Jspreadsheet expressly disclaims any warranty, express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose, or non-infringement;

(ii) Jspreadsheet does not warrant that the Software and Documentation, and its functionality, reliability and performance will meet the Licensee's requirements or that the operation of the Software will be uninterrupted or error free;

(iii) the Licensee assumes responsibility for selecting the Software to achieve the Licensee's intended results, and for the use and the results obtained from the Software;

(iv) the Licensee understands that the Software may produce inaccurate or incomplete results because of errors within the Software or failures by the Licensee to properly use the Software;

(v) the Licensee assumes full responsibility for any use of the Software and bears the entire risk for such error and failures.

(b) (**Errors**) We will correct any errors, bugs or defects in the Software which arise during the Term and which are notified to us by you, unless the errors, bugs or defects:

(i) result from the interaction of the Software with any other solution or computer hardware, software or services not approved in writing by us;

(ii) result from any misuse of the Software; or

(iii) result from the use of the Software by you other than in accordance with these Terms or the Documentation.

(c) (**Service Limitations**) The Software is made available to you strictly on an 'as is' basis. Without limitation, you acknowledge and agree that we cannot guarantee that:

(i) the Software will be free from errors or defects;

(ii) the Software will be accessible at all times;

(iii) messages sent through the Software will be delivered promptly, or delivered at all;

(iv) information you receive or supply through the Software will be secure or confidential; or

(v) any information provided through the Software is accurate or true.

(d) (**Exclusion**) To the maximum extent permitted by applicable law, all express or implied representations and warranties (whether relating to fitness for purpose or performance, or otherwise) not expressly stated in these Terms are excluded.

14.2 LIMITATION OF LIABILITY

(a) Nothing in this agreement shall exclude or limit a party's liability for fraud or intentional unlawful conduct by a party, or death or personal injury resulting from a party's negligence.

(b) (**Limitation of liability**) To the maximum extent permitted by applicable law, our maximum aggregate liability to you in respect of loss or damage sustained by you under or in connection with these Terms or the Software is limited to the total Fees paid to us by you in the 6 months preceding the first event giving rise to the relevant liability.

(c) (**Indemnity**) The Licensee agrees at all times to indemnify and hold harmless Jspreadsheet and its officers, employees and agents ("**those indemnified**") from and against any loss (including

reasonable legal costs) or liability incurred or suffered by any of those indemnified where such loss or liability was caused or contributed to by you or you officers', employees' or agents':

(i) breach of any of these Terms; or

(ii) negligent, fraudulent or criminal act or omission.

(d) (**Consequential loss**) We will not be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with these Terms or any goods or services provided by us, except to the extent this liability cannot be excluded under applicable law.

(e) (**Unfair Contract Terms**) To the extent that the provisions of any applicable law shall impose restrictions on the extent to which liability can be excluded under these T&Cs or a Scope of Work including, for the avoidance of doubt, the provisions of sections 3, 6 and 11 of the *Unfair Contract Terms Act 1977* in the UK (and its equivalent in any other jurisdiction) relating to the requirement of reasonableness, the exclusions set out in this clause shall be limited in accordance with such restrictions. However, any exclusions of liability that are not affected by such restrictions shall remain in full force and effect.

15 TERMINATION

15.1 termination for convenience

Either party may terminate this agreement at any time without reason by providing 30 days' written notice to the other party. The termination date is 30 days after the date of the notice, unless another later date is given in the termination notice.

15.2 TERMINATION FOR CAUSE

Either party (**Non-Defaulting Party**) may terminate this agreement immediately by written notice to the other party (**Defaulting Party**) if the Defaulting Party is in breach of this agreement and either:

(a) fails to remedy such breach within 14 days of receiving notice from the Non-Defaulting Party requiring it to remedy such breach; or

(b) that breach is not capable of remedy.

The termination date is the date that the breach is determined to not be remedied either under clause 15.2(a) or clause 15.2(b).

15.3 EFFECT OF TERMINATION

Upon expiration or termination of this agreement:

(a) all amounts already paid to Js spreadsheet will be non-refundable;

(b) the Licensee must immediately cease using the Software and any other material no longer licensed to them

(c) each party must return to the other party or destroy all property and Confidential Information of the other party in its possession or control.

15.4 survival

Any clause that by its nature would reasonably be expected to be performed after the termination or expiry of this agreement will survive and be enforceable after such termination or expiry.

16 DISPUTE RESOLUTION

(a) A party claiming that a dispute has arisen under or in connection with this agreement must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory relief, unless that party has complied with the requirements of this clause.

(b) A party that requires resolution of a dispute which arises under or in connection with this agreement must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.

(c) Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

17 FORCE MAJEURE

(a) We will not be liable for any delay or failure to perform its obligations under this agreement if such delay or failure arises out of a Force Majeure Event.

(b) If a Force Majeure Event occurs, we must use reasonable endeavours to notify you of:

(i) reasonable details of the Force Majeure Event; and

(ii) so far as is known, the probable extent to which We will be unable to perform or be delayed in performing its obligations under this agreement.

(c) Subject to compliance with clause 17(b), our relevant obligation will be suspended during the Force Majeure Event to the extent that it is affected by the Force Majeure Event.

(d) For the purposes of this agreement, a 'Force Majeure Event' means any:

(i) act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;

(ii) strikes or other industrial action outside of the control of us;

(iii) war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, pandemic; or

(iv) any decision of a government authority in relation to COVID-19, or any threat of COVID-19 beyond the reasonable control of us, to the extent it affects our ability to perform our obligations.

18 NOTICES

(a) A notice or other communication to a party under these Terms must be:

(i) in writing and in English; and

(ii) delivered via email to the other party, to the email address specified in the Order, or if no email address is specified in the Order, then the email address most regularly used by the parties to correspond regarding the subject matter of this agreement as at the date of this agreement (**Email Address**). The parties may update their Email Address by notice to the other party.

(b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:

(i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in the state or territory whose laws govern this agreement, in which case the notice will be taken to be given on the next occurring business day in that state or territory; or

(ii) when replied to by the other party,

whichever is earlier.

19 GENERAL

19.1 GOVERNING LAW AND JURISDICTION

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

19.2 third party rights

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

19.3 WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

19.4 SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

19.5 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

19.6 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

19.7 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

19.8 INTERPRETATION

(a) (**singular and plural**) words in the singular includes the plural (and vice versa);

- (b) **(currency)** a reference to £; or “pound” is to British currency;
- (c) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (d) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (e) **(person)** a reference to “person” or “you” includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (f) **(party)** a reference to a party includes that party’s executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (g) **(this agreement)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;
- (h) **(document)** a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (i) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (j) **(includes)** the word “includes” and similar words in any form is not a word of limitation; and
- (k) **(adverse interpretation)** no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision.

Schedule 1 End User Licence Agreement

KEY TERMS

Term	Meaning
End User	means you, or any person to whom the Licensee provides the Licensed Materials and this EULA.
Head Agreement	means the agreement between the Service Provider and the Licensee in relation to the Licensed Materials.
Licensed Materials	means Js spreadsheet Pro (a JavaScript data grid plugin with spreadsheet like controls) and all available Enterprise or Ultimate extensions described on the website.
Licensee	means the entity which has entered into the Head Agreement with the Service Provider in relation to the Software for the purpose of sublicensing the Software to the End User.
Purpose	means the ability of developers to include spreadsheet-like controls on their applications without need to develop such features.

Term	Meaning
Service Provider	means Jspreadsheet, a company registered in England and Wales under company number 12185072

1 APPLICABILITY AND DEEMED ACCEPTANCE

(a) This EULA applies to any End Users of the Licensed Materials. You agree to, and will be deemed to have accepted, this EULA when you access the Licensed Materials.

(b) By accessing the Licensed Materials, you irrevocably consent to the terms of this EULA and represent and warrant that you will comply with the scope and restrictions of this End User Licence to the Licensed Materials provided under this EULA. If you do not accept this EULA, you must not access, use or otherwise view the Licensed Materials.

(c) This EULA commences on the date the Licensed Materials are provided to you and will end when written notice is provided to you.

2 USE OF LICENSED MATERIALS

2.1 GRANT OF LICENCE

(a) You are granted a revocable, worldwide, royalty-free licence to use the Licensed Materials for the Purpose.

(b) You must only use the Licenced Materials:

(i) in accordance with the limitations of the Purpose;

(ii) in a manner that is consistent and compliant with clause 2.2; and

(iii) in compliance with any other restrictions notified to you in writing by the Licensee or the Service Provider from time to time.

2.2 RESTRICTIONS ON LICENCE

Except in accordance with clause 2.1(b), you must not, without prior written approval from the Licensee or the Service Provider in their absolute discretion:

(a) make copies of the documentation or the Licensed Materials;

(b) provide the Licensed Materials to any third party;

(c) adapt, modify or tamper in any way with the Licensed Materials, other than within the approved scope of use of the Licensed Materials;

(d) remove or alter any copyright, trade mark or other notice on or forming part of the Licensed Materials or documentation;

(e) create derivative works from or translate the Licensed Materials or documentation, other than for your own personal use only;

(f) publish or otherwise communicate the Licensed Materials or documentation to the public, including by making it available online or sharing it with third parties;

(g) sell, loan, transfer, sub-licence, hire or otherwise dispose of the Licensed Materials or documentation to any third party;

(h) decompile or reverse engineer the Licensed Materials or any part of it, or otherwise attempt to derive its source code;

(i) attempt to circumvent any technological protection mechanism or other security feature of the Licensed Materials.

2.3 LIMITATIONS OF LICENSED MATERIALS

The Service Provider does not guarantee, and make no warranties, to the extent permitted by law, that:

(a) the Licensed Materials will be free from errors or defects;

(b) the Licensed Materials will be accessible or available at all times; or

(c) any information provided through the Licensed Materials is accurate or true.

3 DISCLAIMERS

(a) The Service Provider does not accept responsibility for any unauthorised use, destruction, loss, damage or alteration to your data or information, your computer systems, mobile phones or other electronic devices arising in connection with use of the Licensed Materials.

(b) The Software contains open source code libraries (**Open Source Code**) licensed from third party software providers (**Third Party Software Provider**). The Open Source Code included in the Software is done so pursuant to the relevant Third Party Software Provider's license and subject to the disclaimers and limitations set out in relevant license. The Licensee acknowledges and agrees that Jspreadsheet does not warrant the content, conditions or useability of the Open Source Code for the Licensee's purposes. The full list of Open Source Code used in the Software can be found here <https://jspreadsheet.com/jspreadsheet/open-source>

(c) You must take your own precautions to ensure that the process which you employ for accessing the Licensed Materials does not expose you to the risk of hacking, malware, ransomware, viruses, malicious computer code or other forms of interference.

(d) To the maximum extent permitted by applicable law, we limit all liability to any person for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to the Licensed Materials to £100 in aggregate. This includes the transmission of any computer virus.

(e) You indemnify the Service Provider and its employees, agents and contractors (**Personnel**) in respect of all liability for loss, damage or injury which may be suffered by any person arising from, or in connection with, your use of the Licensed Materials or breach of this EULA (or both, as the case may be).

(f) You acknowledge and agree that the Service Provider will have no liability for any act or omission by you which results in or contributes to damage, loss or expense suffered by you or another user in connection with the use of the Licensed Materials and indemnify the Service Provider for any such damage, loss or expense.

(g) All express or implied representations and warranties given by the Service Provider or its Personnel are, to the maximum extent permitted by applicable law, excluded. Where any law implies a condition, warranty or guarantee into this EULA which may not lawfully be excluded, then to the

maximum extent permitted by applicable law, our (and our Personnel's) liability for breach of that non-excludable condition, warranty or guarantee will, at our option, be limited to:

- (i) in the case of goods, their replacement or the supply of equivalent goods or their repair; and
- (ii) in the case of services, the supply of the services again, or the payment of the cost of having them supplied again.

(h) To the maximum extent permitted under applicable law, under no circumstances will the Service Provider or its Personnel be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with the Licensed Materials, this EULA or their subject matter.

4 TERMINATION

4.1 AUTOMATIC TERMINATION

This agreement will be automatically terminated, and your licence to the Licensed Materials will be immediately revoked, if the Head Agreement expires or is terminated.

4.2 TERMINATION BY SERVICE PROVIDER OR LICENSEE

The Service Provider or the Licensee (or both) may terminate this agreement immediately by notice to you (as an individual user, without terminating the Head Agreement) if:

- (a) you are in breach of any term of this agreement and have failed to remedy the breach within 10 Business Days after the notice; or
- (b) you commit, or the Service Provider or the Licensee reasonably suspects that you may commit, any breach of this agreement including, without limitation, clause 2.

4.3 EFFECT OF EXPIRY OR TERMINATION

(a) In the event of expiry or termination of this EULA, you must:

- (i) immediately cease using the Licensed Materials; and
- (ii) remove the Licensed Materials from all materials in your care, custody or control that feature the Licensed Materials, and, if the Licensed Materials cannot be removed, then at the Service Provider's option, return or destroy all such material.

(b) Termination of this agreement will not affect any rights accruing to either party to the date of termination nor any obligation performed to the date of termination or any obligation which expressly or impliedly survives termination of this agreement.

4.4 YOUR DATA ON TERMINATION

You are solely responsible for removing any information you store in the Licensed Material prior to termination of this agreement. The Service Provider will not be liable to you for any loss of your or any other user's data or information upon termination of this agreement.

5 GENERAL

5.1 GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in England and Wales. Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales and courts of appeal from them in

respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

5.2 third party rights

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

5.3 WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

5.4 FURTHER ACTS AND DOCUMENTS

Each party must promptly do all further acts and execute and deliver all further documents required by law or reasonably requested by another party to give effect to this agreement.

5.5 ASSIGNMENT

You can't assign, novate or otherwise transfer your rights or obligations under this agreement without the Service Provider's prior consent.

5.6 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersede any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.