

END USER LICENCE AGREEMENT v7

Please read this EULA carefully, as it sets out the terms and conditions upon which we, Image Retail Solutions Ltd, license our Software for use.

By contracting with us, you agree to be bound by the terms and conditions of this EULA.

1. Definitions and interpretation

1.1 In this EULA:

“Computer” means a desktop, notebook, netbook or similar computer owned by and in the control of the Licensee;

“Documentation” means the documentation (if any) concerning the Software supplied by the Licensor or by the Software supplier to the Licensee with the Software;

“Effective Date” means the date of first use of the software.

“EULA” means this end user licence agreement (including the preamble), and any amendments to it from time to time;

“Force Majeure Event” means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of or problems with the Internet or a part of the Internet, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

“Intellectual Property Rights” means all intellectual property rights wherever in the world, whether registered or unregistered, including any application or right of application for such rights (and the “intellectual property rights” referred to above include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

“Licensee” means the licensee of the Software under this EULA;

“Licensor” means Image Retail Solutions Ltd, having its registered office at 19 Chiswell Road, Poole, Dorset BH17 9FB, United Kingdom;

“Software” means the Remotely software package and all its constituent components, including any Upgrade thereto; and

“Upgrade” an upgrade, update, enhancement, improvement or patch to the Software supplied by the Licensor.

1.2 In this EULA, a reference to a statute or statutory provision includes a reference to:

(a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and

(b) any subordinate legislation made under that statute or statutory provision.

1.3 The clause headings do not affect the interpretation of this EULA.

2. Term of EULA

This EULA will come into force on the Effective Date and will continue in force indefinitely, unless and until terminated in accordance with Clause 10.

3. Licence

3.1 The Licensee may only use the Software and Documentation in accordance with the provisions of this Clause 3.

3.2 Subject to the payment by the Licensee of any and all relevant charges and fees in respect of the Software licence, and the Licensee's compliance with Clause 3.3 and the other provisions of this EULA, the Licensor grants to the Licensee a non-exclusive, non-transferable licence to:

(a) download, install and use the Software on up to the number of computers specified by the licence

(b) use any Documentation in support of the use permitted above and make up to 2 copies of the Documentation if reasonably necessary for its lawful use.

3.3 The Licensee must not:

(a) copy or reproduce the Software or Documentation or any part of the Software or Documentation other than in accordance with the licence granted in this Clause 3;

(b) sell, resell, rent, lease, loan, supply, distribute, redistribute, publish or re-publish the Software or Documentation or any part of the Software or Documentation;

(c) modify, alter, adapt, translate or edit, or create derivative works of, the Software or Documentation or any part of the Software or Documentation;

(d) reverse engineer, decompile, disassemble the Software or any part of the Software;

(e) use the Software other than in accordance with the Documentation;

(f) circumvent or remove or attempt to circumvent or remove the technological measures applied to the Software for the purposes of preventing unauthorised use; or

(g) export, directly or indirectly, any technical data acquired from the Licensor, including the Software, Documentation and any outputs from the use of the Software in breach of any applicable laws or regulations, including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval, without first obtaining such licence or approval,

(h) use the Software for any illicit, immoral, or illegal purpose, or in such a way as to bring the Software or the Licensor into disrepute

providing that nothing in this Clause 3.3 will prohibit or restrict the Licensee or any other person from doing any act expressly permitted by applicable law (including any act expressly permitted by Section 296A of the Copyright, Designs and Patents Act 1988).

3.5 All Intellectual Property Rights in the Software and Documentation are and will remain, as between the parties, the property of the Licensor.

4. Other Users

The Licensee must not permit any other person to use the Software or Documentation or to exercise any of the other rights granted by the Licensee to the Licensor in this EULA.

5. Upgrades

5.1 The Licensee may apply to the Software each Upgrade released by the Licensor and made available by the Licensor to the Licensee from time to time.

5.2 The Licensor will have no obligation to provide support for the Software under Clause 6 in relation to any version of the Software that does not incorporate the most recent Upgrade to the Software.

6. Support

6.1 Subject to clause 6.2, and only within 12 months of purchase, the Licensor will provide the Licensee with telephone and email support, wherever practicable, for the purpose of resolving issues with the Software raised by the Licensee acting reasonably.

6.2 The Licensee acknowledges that:

(a) the Licensor's obligation under Clause 6.1 is subject to such limits (as to time spent in relation to an issue and in relation to the Licensee in aggregate) as the Licensor may determine from time to time;

(b) the Licensor's sole obligation under Clause 6.1 is to make reasonable endeavours to resolve issues raised by the Licensee;

(c) the Licensor does not warrant or represent that issues raised will be solved by means of the support services;

(d) the Licensor will not provide any on-site support under this EULA; and

(e) if at any time the Licensor ceases to make the Software available for sale then the support referred to in this Clause 6 may cease to be provided.

6.3 The Licensor may subcontract any of its obligations under this Clause 6 to any third party.

7. Limited warranties

7.1 The Licensee warrants to the Licensor that it has the legal right and authority to enter into and perform its obligations under this EULA.

7.2 The Licensor warrants to the Licensee:

(a) that it has the legal right and authority to enter into and perform its obligations under this EULA; and

(b) that the use of the Software by the Licensee in accordance with the terms of this EULA will not infringe the UK copyright of any third party;.

7.3 The Licensee acknowledges that:

(a) the Software may not be error-free;

(b) the Software has not been developed to meet the specific requirements of the Licensee, and accordingly the Licensee will be responsible for ensuring that the Software is suitable to meet the Licensee's requirements;

(c) it is aware of the minimum system requirements for the downloading, installing and use of the Software and understands that these may change from time to time.

7.4 All of the parties' liabilities and obligations in respect of the subject matter of this EULA are expressly set out herein. To the maximum extent permitted by applicable law, no other terms concerning the subject matter of this EULA will be implied into this EULA or any related contract.

8. Limitations and exclusions of liability

8.1 Nothing in the EULA will:

- (a) limit or exclude the liability of a party for death or personal injury resulting from negligence;
- (b) limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party;
- (c) limit any liability of a party in any way that is not permitted under applicable law; or
- (d) exclude any liability of a party that may not be excluded under applicable law,

and, if you are a consumer, any statutory rights which you have, which cannot be excluded or limited, will not be affected by the EULA.

8.2 The limitations and exclusions of liability set out in this Clause 8 and elsewhere in the EULA:

- (a) are subject to Clause 8.1; and
- (b) govern all liabilities arising under the EULA or in relation to the subject matter of the EULA, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

8.3 The Licensor will not be liable to the Licensee for any losses arising out of a Force Majeure Event.

8.4 The Licensor will not be liable to the Licensee in respect of any business losses, such as loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

8.5 The Licensor will not be liable to the Licensee in respect of any loss or corruption of, or damage to, any data, database, software or hardware.

8.6 The Licensor will not be liable to the Licensee for any loss or damage caused directly or indirectly by the use by the Licensee of the Software (and/or any related output or assets) for any purpose of use, in accordance with clause 7.3(c). 8.6The Licensor will not be liable to the Licensee in respect of any special, indirect or consequential loss or damage.

8.7 The Licensor's aggregate liability to the Licensee will not exceed the amount paid by the Licensee to the Licensor (exclusive of any sales tax) in respect of the licence granted hereunder.

9. Data policy

9.1 The Licensee accepts the policies stipulated by the Licensor's GDPR policies as may be necessarily amended from time to time.

9.2 With consideration to the above, the Licensee agrees to the sharing of other data with third parties for the purposes of legal and/or contractual obligations undertaken by either the Licensee or the Licensor.

10. Termination

10.1 The Licensor may terminate this EULA at any time by giving to the Licensee written notice of termination if the Licensee breaches any provision of this EULA or fails to pay promptly any amounts due to the Licensor in respect of this EULA.

11. Effects of termination

11.1 Upon termination all the provisions of this EULA will cease to have effect and all licences granted to the Licensee hereunder shall cease immediately, save that the provisions of Clauses 1, 8, 9 and 12 will survive and continue to have effect (in accordance with their terms or otherwise indefinitely).

11.2 Termination of this EULA will not affect either party's accrued rights and liabilities.

11.3 The Licensee will not be entitled to a refund upon the termination of this EULA and shall immediately cease to use the Software and delete it and all associated data from the Licensee's computer systems .

12. General

12.1 No breach of any provision of this EULA will be waived except with the express written consent of the party not in breach.

12.2 If a clause of this EULA is determined by any court or other competent authority to be unlawful and/or unenforceable, the other clauses of this EULA will continue in effect. If any unlawful and/or unenforceable clause would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the clause will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant clause will be deemed to be deleted).

12.3 The Licensor may freely assign this EULA and/or its rights and/or obligations under this EULA without the Licensee's consent. Save as expressly provided in this EULA, the Licensee must not assign, transfer, charge, license or otherwise dispose of or deal in this EULA and/or any its rights and/or obligations under this EULA.

12.4 This EULA is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this EULA are not subject to the consent of any third party.

12.5 This EULA constitutes the entire agreement and understanding of the parties in relation to the subject matter of this EULA, and supersedes all previous agreements, arrangements and understandings between the parties relating to the subject matter of this EULA. Subject to Clause 8.1, each party acknowledges that no representations or promises not expressly contained in this EULA have been made by or on behalf of the other party.

12.6 This EULA will be governed by and construed in accordance with the laws of England and Wales; and the courts of England will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this EULA.