SCHEDULE C

TEMPLATE END USER LICENCE AGREEMENT

DATED: _____ 201[8]

PARTIES:

      o   **"THE COMPANY"**: [insert company name] [registered in England and Wales] under company registration number [insert number] and with [registered] address at [insert address]; and

      o   **"THE END USER"**: [insert company name] [registered in England and Wales under company registration number [insert number]] and with [registered] address at [insert address].

The Company and the End User will hereinafter also be referred to as "**Party**" each and "**Parties**" jointly.

BACKGROUND:

(A)   The Company is an authorised reseller of a software application for mapping process transformations. The cloud-based web application is called "Skore web app" and the desktop version is called "Skore desktop app" (together "**Skore**") which amongst other things enables the creation of process diagrams.

(B)   Skore Labs Limited ("**SLL**") has granted the Company a licence in relation to Skore under which the Company is permitted to sub-licence Skore to the End User (the "**Head Licence**").

(C)   The Company has agreed to sub-licence Skore to the End User in accordance with the terms and conditions of this Agreement.

DEFINITIONS:

"**Intellectual Property Rights**" means copyright, patents, rights in inventions, rights in confidential information, Know-how, trade secrets, trademarks, service marks, trade names, design rights, rights in get-up, database rights, rights in data, semi-conductor chip topography rights, mask works, utility models, domain names, rights in computer software and all similar rights of whatever nature and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future and (v) wherever existing. Furthermore, for the purposes of this Agreement "Know-how" means inventions, discoveries, improvements, processes, formulae, techniques, specifications, technical information, methods, tests, reports, component lists, manuals, instructions, drawings and information relating to customers and suppliers (whether written or in any other form and whether confidential or not).

"**SLL's Marks**" means Skore, SLL's trade marks and trade names, service marks and service names.

"**SLL IPR**" means SLL's Marks and all Intellectual Property Rights in these.

1   TRIAL LICENCE AND SUB-LICENCE

1.1   The End User is entitled to request a trial period to enable them to evaluate Skore to determine whether Skore meets their requirements (the "**Trial Licence**").   The duration of the trial will be agreed with the End User in writing but will not be less than fourteen (14) days.   During such evaluation period Skore will be provided on an "as is" basis and the End User assumes the entire risk as to the quality and performance of Skore.   Any Trial Licence provided to the End User by the Company will be for the sole purpose of the End User determining whether Skore meets its requirements.

1.2   Once the End User has determined that Skore meets its requirements and upon payment by the End User of the agreed sub-licence fee/s as set out in Clause 5.2.1, the Company will grant to the End User, subject to the terms and conditions contained in this Agreement, a non-exclusive, non-transferable sub-licence to use Skore (the "**Sub-Licence**").

1.3   No sub-licence granted under this Agreement shall be construed to convey or transfer any ownership or proprietary interest in Skore or any SLL IPR to the End User or any third party.   The End User acknowledges that Skore is licensed and not sold.

2   LIMITATIONS ON SUB-LICENCE

2.1   The End User's rights under Clause 1 are subject to the restrictions that the End User shall not:

2.1.1   translate, adapt, vary, modify, disassemble, decompile or reverse engineer Skore, create derivative works of Skore for any purpose (including error correction or any other type of maintenance) or permit Skore or any part of it to be combined or merged with or become incorporated in any other computer program;

2.1.2   assign, sub-sub-licence, lease, resell, distribute or otherwise deal in or encumber Skore or any SLL IPR;

2.1.3   permit any third party to use or have access to Skore for any purpose whatsoever;

2.1.4   use Skore or any SLL IPR in any manner to provide services to third parties (unless separately licensed);

2.1.5   attempt to circumvent or interfere with any security features of Skore;

2.1.6   remove or alter any copyright or proprietary notice displayed in Skore.

2.2   The End User undertakes:

    2.2.1   not to cause or permit anything which may damage or endanger Skore, any SLL IPR or title to them or assist or allow others to do so;

    2.2.2   to notify the Company of any actual infringement of any SLL IPR of which the End User becomes aware;

    2.2.3   to notify the Company of any claim by any third party that Skore infringes any Intellectual Property Rights of any third party;

    2.2.4   to take such reasonable action as the Company may direct in relation to such infringement;

    2.2.5   to compensate the Company for any use by the End User of Skore or the SLL IPR otherwise than in accordance with this Agreement;

    2.2.6   not to use any name or mark similar to or capable of being confused with the Marks nor modify any of the Marks in any way nor use the Marks or any derivation of them otherwise than is permitted by this Agreement;

    2.2.7   to comply with applicable laws in the jurisdiction(s) in which it uses Skore.

3.   SKORE – DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY – YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

3.1   The End User understands and agrees that Skore is provided "as is" without any warranties or conditions whatsoever and that their use of Skore is at their sole risk.   Furthermore, the End User understands and agrees that there are no obligations to provide any updates to Skore.

3.2   The Company does not warrant that the functions of Skore will meet any particular requirements or that its operation will be uninterrupted or error-free. All other warranties including any implied warranties of merchantability, satisfactory quality or fitness for purpose or ability to achieve a particular result are hereby excluded to the fullest extent allowed by applicable law. In the absence of fraud, no oral or written information or advice given by the Company shall create a warranty or give rise to any other liability other than is given in this Agreement.

3.3   The End User acknowledges that Skore has not been developed to meet its individual requirements and that it assumes responsibility to ensure, within any trial period (as referred to in Clause 1 above), that Skore meets its requirements.

3.4   Furthermore, the End User acknowledges that Skore is supplied only for its internal use for its business, and not for any resale purposes or for the provision of Skore (whether directly or indirectly) to third parties.

3.5 The End User acknowledges that no liability or obligation is accepted by the Company (howsoever arising whether under contract, tort, in negligence or otherwise) that:

    3.5.1 Skore shall meet the End User's needs, whether or not such needs have been communicated to the Company; or

    3.5.2 the operation of Skore shall be uninterrupted or error free; or

    3.5.3 Skore shall be compatible with any software or with any particular hardware or equipment.

3.6 The Company shall not be liable for any consequential, indirect or special loss (including, but not limited to, damages for loss of business profits, business interruption or loss of business information) arising out of use or inability to use Skore.

3.7 Regardless of the form of action, the Company's aggregate liability arising out of or related to this Agreement shall not exceed the total amount payable by the End User under this Agreement.

4. SUB-LICENCE AND AUTO RENEWAL

4.1 The Sub-Licence shall begin as soon as the Company accepts the End User's order by issuing the End User with a login end user account (the "**Sub-Licence Start Date**") and shall continue for a period of twelve (12) months (the "**Initial Sub-Licence Period**") unless terminated earlier in accordance with this Agreement.

4.2 Unless the End User opts out of auto-renewal in accordance with Clause 4.4 then upon the first anniversary of the Sub-Licence Start Date and each subsequent anniversary (each a "**Sub-Licence Renewal Date**") the End User's Sub-Licence shall automatically renew for a further twelve (12) months (each an "**Auto-renewal Period**").   The End User's Sub-Licence will continue to auto-renew in this manner until the End User opts out of auto-renewal or unless earlier terminated in accordance with this Agreement, after which it shall automatically expire.

4.3 Prior to each Sub-Licence Renewal Date, the Company shall send the End User not less than two reminder emails (to the email address provided by the End User in Clause 9.3) to advise the End User that its Sub-Licence is approaching auto-renewal.   The first reminder email will be sent not less than sixty (60) days prior to the relevant Sub-Licence Renewal Date and the second reminder email will be sent not less than thirty (30) days prior to the relevant Sub-Licence Renewal Date.

4.4   If the End User wants to opt-out of auto-renewal then the End User must email [insert email address] to confirm this no later than seventy-two (72) hours prior to the relevant Sub-Licence Renewal Date.   If the End User notifies the Company in accordance with this Clause, then the Sub-Licence will not auto-renew and shall expire at the end of the then-current Auto-renewal Period.

5.   LICENCE FEES

5.1   The End User acknowledges that the rights granted to the End User under this Agreement are conditional on the End User's timely payment of the sub-licence fee/s to the Company in connection with this Agreement (the "**Sub-Licence Fee/s**").   [Except as expressly set out in Clause 5.5, the Sub-Licence Fee/s shall be payable in full as one single payment.]

5.2   The End User will be charged and agrees to pay to the Company:

    5.2.1   the Sub-Licence Fee as notified to the End User in writing at the time of the initial purchase of the Sub-Licence; and

    5.2.2   in respect of any Autorenewal Period, the Sub-Licence Fee as notified by the Company on or about the applicable Sub-Licence Renewal Date (provided that the End User is provided with not less than thirty (30) days' notice of any increase),

    in each case together with any applicable VAT, sales and other tax or duties.

5.3   In addition, the End User shall be obligated to pay to the Company such fees as may be determined by the Company (based on its then current fees) if any use by the End User has exceeded the maximum number of concurrent user accesses as set out in Clause 1.2.

5.4   For the avoidance of doubt, in relation to a Trial Licence, the fact that no Licence Fee may be payable shall not be construed as a waiver by the Company or SLL of any right or remedy available to it in relation to any breach by the End User of this Agreement or of any other right or remedy arising under applicable law, all of which are expressly reserved.

[5.5   If the Company agrees in writing that the End User can pay the Sub-Licence Fee/s in instalments (as shall be set out in the applicable invoice), then the Licence Fee/s shall be owing on the Sub-Licence Start Date and any/all Sub-Licence Renewal Dates and shall be payable in twelve (12) equal monthly instalments thereafter, or on termination of this Agreement if earlier.   The Sub-Licence will terminate automatically if payment cannot be taken from the means of payment provided by the End User for any one month.   In the event

6.   TERM, TERMINATION

6.1   This Agreement is effective upon the End User's signature of this Agreement and shall remain in effect until termination or expiry.

6.2   In the event of a breach by either Party of any of the terms and conditions of this Agreement, the non-breaching Party may give the offending Party written notice specifying the breach and the offending Party shall have thirty (30) business days to cure such breach.   Upon the failure of the offending Party to cure such breach within such thirty (30) day period, this Agreement shall, upon notice to the offending Party, forthwith terminate without prejudice to the non-breaching Party's right to avail itself of all remedies that are available to such Party as a result of such breach.

6.3   The Company may also terminate this Agreement if the End User becomes bankrupt or enters into liquidation (other than for reconstruction or amalgamation) or has a receiver appointed over its assets or any part thereof or an administration order is served upon it.

6.4   In the event that (i) SLL terminates the Head Licence for cause; or (ii) the Company terminates the Head Licence for convenience, this Agreement will immediately terminate upon notice in writing to the End User.   In these circumstances the End User will be able to assume a relationship with SLL or another authorised reseller of Skore, provided that the End User enters into Skore's or the relevant reseller's standard terms and conditions at that point in time.

6.5   Where any claim is brought against the Company or SLL by any third party alleging that the use of Skore by the End User or by the Company infringes any copyright, database right or registered trade mark, registered design right or registered patent of that third party (a "**Claim**") and SLL is unable to obtain the right for the End User to continue to use Skore, then the Agreement will immediately terminate upon notice in writing to the End User.

6.6   Where this Agreement is terminated under Clause 6.4 or Clause 6.5 the Company shall issue a refund to the End User for the fees paid by the End User to the Company under this Agreement subject to reasonable deduction to reflect the End User's use of Skore up until that point.

6.7   Upon termination or expiry of this Agreement the Sub-Licence shall

immediately terminate and the End User shall discontinue its use of Skore. SLL will, upon written request, make available any data held on Skore by the End User for the period of three (3) months after termination or expiry of this Agreement. The End User acknowledges that SLL has no obligation to retain any data beyond this three (3) month period.

7. INDEMNITY

7.1 The End User agrees to indemnify and hold harmless the Company and SLL (and their respective affiliates, officers, directors, employees and consultants) against all losses, damages, costs and expenses (including legal costs) that they may sustain or incur as a result of:

7.1.1 the End User's use of Skore; or
7.1.2 the End User's violation of this Agreement; or
7.1.2 the infringement or violation by the End User or any other user of its account, of any intellectual property or other right of any person or entity.

7.2 The indemnity in Clause 7.1 does not apply to the extent that the indemnified liability is caused by the negligence of the Company or SLL.

8. DATA PROTECTION

8.1 Each Party agrees that they shall comply with the provisions of all applicable data protection legislation, including but not limited to the Data Protection Act 2018 (the "**Data Act**"), the General Data Protection Regulation (Regulation (EU) 2016/679) and any subsequent legislation in relation to the protection of personal data, to the extent it applies to each of them.

8.2 The End User shall be a Data Controller (as defined in the Data Act) in relation to any data stored in Skore by the End User (the "**Data**") and the End User assumes full responsibility for adequately protecting its Data against loss.

8.3 The End User shall keep the Company and SLL fully indemnified for all costs and expenses arising as a result of any breach by the End User in relation to this Clause 8.

9. NOTICES

9.1 Any communication or notice to be given pursuant to the terms of this Agreement shall be in writing and may be (i) delivered by hand; (ii) sent by first class prepaid recorded delivery post to the address of the addressee as set out in this Agreement or such other address (being in Great Britain) as the addressee may from time to time have notified in writing for the purpose of this Clause or (iii) sent by email to the email address of the addressee as set out in

this Agreement or such other email address as the addressee may from time to time have notified in writing for the purpose of this Clause.

9.2   Communications shall be deemed to be received: (i) if delivered by hand at the time of delivery; (ii) if posted three (3) working days after posting and (iii) if sent by email the date the email is acknowledged as received by the other Party in writing.

9.3   For the purposes of this Clause the Parties' respective e-mail addresses and the person for whose attention any notice document or other material required to be delivered under this Agreement must be marked are as follows for:

The Company:
e-mail: [INSERT EMAIL ADDRESS]

The End User:
e-mail: [INSERT EMAIL ADDRESS]

10.   MISCELLANEOUS

10.1   **Entire Agreement**: This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, understandings or arrangements between them relating to the subject matter of this Agreement.

10.2   **Severance**: If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

10.3   **Counterparts**: This Agreement may be executed in any number of counterparts, which shall together constitute one Agreement. Any Party may enter into this Agreement by signing any such counterpart.   Either Party may evidence their signature of this Agreement by sending a signed signature page of this Agreement in PDF format by email to the other Party.   A Party adopting this method of signing shall, following circulation by email, provide the original, hard copy signed signature page to the other Party as soon as reasonably practicable.

10.4   **Costs**: Each of the Parties shall pay any costs and expenses incurred by it in connection with the preparation, negotiation and implementation of this Agreement.

10.5   **Relationship**: The Parties are independent businesses and are not partners, principal and agent or employer and employee and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them,

other than the contractual relationship expressly provided for in it. None of the Parties shall have, nor shall represent that they have, any authority to make any commitments on the other Party's behalf.

10.6 **Authority**: Each of the Parties warrants that it has all necessary rights, authority and power to enter into this Agreement and that it has obtained all necessary approvals to do so.

10.7 **Third Party Rights**: The Parties intend that SLL may enforce against the End User under the Contracts (Rights of Third Parties) Act 1999 (the "**Act**") any obligation owed by the End User to the Company under this Agreement that is capable of application to any proprietary or other right of SLL in or in relation to Skore. The Parties reserve the right under section 2(3)(a) of the Act to rescind, terminate or vary this Agreement without the consent of SLL.

10.8 **Assignment and subcontracting**: No Party may assign, transfer, subcontract or encumber any right or obligation under this Agreement, in whole or part, without the other Party's prior written consent.

10.9 **Waiver**: The waiver by either Party of any breach or default of any of the provisions of this Agreement by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either Party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other Party.

10.10 **Amendments**: No amendment or modification to this Agreement will be effective or binding unless it refers to this Agreement, is agreed in writing by both Parties and is duly executed signed or executed by and on behalf of each Party.

10.11 **Successors**: This Agreement shall be binding upon and enure for the benefit of the successors in title of the Parties hereto.

10.12 **Survival**: All provisions of this Agreement intended to survive or capable of surviving termination shall so survive the expiry or termination of this Agreement and remain in full force and effect.

10.13 **Equitable Relief**: Each Party recognises that any breach or threatened breach of this Agreement may cause the other Party irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the other Party, each Party acknowledges and agrees that the other Party is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

10.14 **Subsidiary**: In this Agreement, (and particularly in relation to the non-circumvention obligations) references to a Party shall (unless the context otherwise forbids) be deemed to include and refer to not only the Party but also to each and every subsidiary or holding company of the Party and the Party shall be deemed to be contracting for itself and each and every such other company.

10.15 **Force Majeure**: Neither Party shall be liable for any delay in meeting or for failure to meet any of its obligations under this Agreement due to any cause outside its reasonable control, including, without limitation, strikes, lock-outs, Acts of God, war, riot, malicious acts of damage, fire, acts of any government authority, failure of the public electricity supply or failure or delay on the part of any sub-contractor beyond the sub-contractor's reasonable control.

10.16 **Further assurance**: The End User shall at the request of the Company do all acts and execute all documents which are necessary to give full effect to this Agreement.

10.17 **Language**: The language of this Agreement is English. All documents, notices, waivers, variations and other written communications relating to this Agreement shall be in English.   If this Agreement and any document relating to it is translated, the English version shall prevail.

10.18 **General**: Unless the context otherwise requires: (i) words importing the singular shall include the plural and vice versa; (ii) words importing the masculine gender shall include the feminine gender and vice versa; (iii) references to persons shall include bodies of persons whether corporate or incorporate and (iv) any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment.

10.19 **Headings**: Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

11.   GOVERNING LAW AND JURISDICTION

This Agreement is governed by the laws of England and Wales and the Parties agree to submit to the non-exclusive jurisdiction of the Courts of England and Wales to settle any dispute or claim arising from this Agreement.

SIGNED by or on behalf of the Parties as indicated on the front of this Agreement

For and on behalf of **THE COMPANY**	For and on behalf of **THE END USER**
By:	By:
Signature	Signature
Job Title:	Job Title:
Date	Date

SCHEDULE D

PRICE LIST

[INSERT PRICE LIST]