

END USER LICENCE AGREEMENT

PLEASE READ THIS END USER LICENSE AGREEMENT BEFORE INSTALLING OR USING THE SOFTWARE. BY DOWNLOADING, INSTALLING, CLICKING ON "ACCEPT," USING THE SOFTWARE, OBTAINING A LICENCE KEY, COMPLETING THE REGISTRATION PROCESS, PURCHASING, AND/OR COPYING THE SOFTWARE, YOU ACKNOWLEDGE AND AGREE ON BEHALF OF YOURSELF AND/OR YOUR COMPANY (IF APPLICABLE) TO BE BOUND BY THIS AGREEMENT.

IF YOU ARE ACTING ON BEHALF OF A COMPANY, YOU CONFIRM THAT YOU HAVE THE REQUISITE AUTHORITY TO BIND THE COMPANY AND ACKNOWLEDGE YOU HAVE READ THIS END USER LICENSE AGREEMENT. IF YOU DO NOT AGREE WITH THESE TERMS OR DO NOT HAVE THE LEGAL AUTHORITY TO BIND THE COMPANY AND/OR ENTITY YOU ARE REPRESENTING TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN CLICK "DO NOT ACCEPT," DO NOT INSTALL, REGISTER, COPY, USE, EVALUATE, OR REPLICATE IN ANY MANNER, ANY PART, FILE, OR PORTION OF THE SOFTWARE.

1771 TECHNOLOGIES LIMITED IS THE LICENSOR OF THE SOFTWARE. THE LICENSOR MAY BE REFERRED TO HEREIN AS "WE," "US," OR "OUR." IF YOU ARE AGREEING TO THIS AGREEMENT ON BEHALF OF YOURSELF IN YOUR INDIVIDUAL CAPACITY, THEN YOU ARE THE LICENSEE AND YOU MAY BE REFERRED TO HEREIN AS "CUSTOMER", "YOU," OR "YOUR." IF YOU ARE AGREEING TO THIS AGREEMENT ON BEHALF OF YOUR COMPANY, THEN YOUR COMPANY IS THE CUSTOMER, AND ANY REFERENCES TO "CUSTOMER", "YOU," OR "YOUR" WILL MEAN YOUR COMPANY.

THIS AGREEMENT IS ENTERED INTO BETWEEN 1771 TECHNOLOGIES LIMITED (COMPANY NUMBER 15172884) AND THE CUSTOMER AND CONSTITUTES A LEGALLY BINDING CONTRACT BETWEEN US AND YOU.

1. CONTRACT STRUCTURE

1.1 This End User Licence Agreement (the "EULA") sets out the terms and conditions on which 1771 will supply and licence the Software and provide any support and other related services (as applicable). This EULA, together with Appendix 1 hereto (Support Policy), the Order Form, and the Privacy Policy, form the Agreement between 1771 and Customer. A copy of 1771's Privacy Policy can be found at www.1771technologies.com.

1.2 The definitions and rules of interpretation set out in Clause 23 shall apply in the Agreement.

2. LICENCE

2.1 With effect from the Effective Date 1771 grants to Customer a worldwide, perpetual, non-exclusive, non-transferable, revocable, royalty-free licence to install and use the Software (subject to Clause 7.4) on computer hardware that is owned and operated by or on behalf of the Customer and to access, use, copy, modify or create Derivative Works based on the Software and subject to the terms of the Agreement, provided that the Customer shall not create any Derivative Work that is competitive with or offers substantially the same features and/or functionality as the Software. The licence granted hereunder includes the right for Customer Affiliates and Individual Contractors to use the Software strictly for the Customer's own internal and commercial business purposes, provided that the Customer remains responsible for the acts and omissions of such persons and their compliance with the terms of this Agreement.

2.2 The Customer acknowledges that upon first entering into this Agreement the Customer has purchased a Licence Plan (as set out in the Order Form). Customer acknowledges and agrees that the licence granted hereunder will vary according to the type of Licence Plan purchased by the Customer, as specified in the Order Form. Specifically (and without prejudice to the other Licence Restrictions, or other conditions set out or referred to herein) the following additional licence terms shall apply:

2.2.1 if the Customer has purchased the "Graphite Grid Organisation" Licence Plan the Customer shall:

- (a) be entitled to install and operate the Software on a network to be used by the number of Licensed Developers set forth in the Order Form, (which may be transferred to other Licensed Developers within the Customer's Organisation, provided the total number of Licensed Developers in the Order Form is not exceeded) who shall have the right to test, implement, customise and create Derivative Works from the Software in order to incorporate the Software into, or in the development of, the Customer's Integrated Application, which may be distributed as an on-premise installation or a SaaS or cloud-hosted application, for use for the Customer's internal business purposes, or by end customers or clients of the Customer, unless stated otherwise in this Agreement, strictly subject to the restrictions set out in Clauses 2.3 to 2.10 (inclusive); and
- (b) subject to Clauses 2.4 and 2.5, be entitled to receive the Software in Source Code form;

2.2.2 if the Customer has purchased the "Graphite Grid Developer PRO" Licence Plan the Customer shall:

- (a) be entitled to install and operate the Software on a network to be used by the number of Licensed Developers set forth in the Order Form, (which may be transferred to other Licensed Developers within the Customer's Organisation, provided the total number of Licensed Developers in the Order Form is not exceeded), who shall have the right to test, implement, customise and create Derivative Works from the Software in order to incorporate the Software into, or in the development of, the Customer's Integrated Application, which may be distributed as an on-premise installation or a SaaS or cloud-hosted application, for use for the Customer's internal business purposes only, or by end customers or clients of the Customer, unless stated otherwise in this Agreement, strictly subject to the restrictions set out in Clauses 2.3 to 2.10 (inclusive); and
- (b) subject to Clauses 2.4 and 2.5, be entitled to receive the Software in Minified Form, unless otherwise agreed by 1771.

2.3 The Customer's Order Form shall designate the total number of Licensed Developers authorised to use the Software under its Licence Plan. The required number of

- Licensed Developers MUST equal the number of Developers working, modifying, or contributing to the front-end code of any project or Integrated Application that uses or incorporates any part of, or derivative of, the Software. This applies to all front-end Developers, whether they use the Software directly or work, modify, or contribute code to other front-end tasks of a project or Integrated Application that uses or incorporates any part of, or derivative of, the Software. To avoid doubt, any Developer active on the front end of an Integrated Application, (not just those who interface directly with the Software), and/or who access Software (or Derivative Works of Software) via an intermediary software layer or a "wrapper library" must be licensed as a Licensed Developer.
- 2.4 Where the Customer is licensed to receive the Software in Source Code form pursuant to Clause 2.2 (whether in Minified Form or not) all right, title and interest in the Source Code (and any portion thereof) shall remain vested in 1771. The Customer may make modifications, enhancements, Derivative Work and/or extensions to the Source Code; provided however the Customer shall not grant, either expressly or impliedly, any rights, title, interest, or licences to any such modifications, enhancements, Derivative Work and/or extensions to any third party. The Customer hereby agrees to assign all right, title and interest in and to such modifications, enhancements, Derivative Work and/or extensions that may be made to the licensed Source Code to 1771. The Customer shall not distribute any portion of the Software in Source Code form, or any modification, enhancement, Derivative Work and/or extension thereto, in Source Code form.
- 2.5 The Source Code is provided to the Customer for the purpose of modification, education and troubleshooting. Under no circumstances shall any portion of the Source Code be distributed, disclosed or otherwise made available to any third party without the express, prior written consent of 1771. Under no circumstances may the Software in Source Code form be used in whole or in part, as the basis for creating a product that provides the same or similar, or substantially the same or similar, functionality as any 1771 product, 1771's Affiliates product or that competes in any manner with 1771 products or 1771's Affiliates products (including the Software).
- 2.6 1771 will not provide technical support for any Source Code that has been modified by any party other than 1771.
- 2.7 The Software's Source Code is provided "as is", without warranty of any kind. Refunds are not available for any Licence Plans that include a right to receive Source Code.
- 2.8 Distributions permitted under Clauses 2.2.1 and 2.2.2, respectively, that are NOT for internal business purposes only, may only be made to Permitted End Users (which includes end-customers of the Customer) in accordance with the terms of this Clause 2.8. The Customer is not permitted to distribute any of the Software (or modifications of the Software) pursuant to this Agreement:
- 2.8.1 as a standalone product, or as a part of any product other than your Integrated Application, or in any form that allows any Software (or portion thereof) to be reused by any application other than your Integrated Application; or
- 2.8.2 in any product that provides the same or similar, or substantially the same or similar, functionality as any 1771 product, 1771's Affiliates product or that competes in any manner with 1771 products or 1771's Affiliates products (including the Software); or
- 2.8.3 as part of an open source project or any other product and/or software that is distributed under an open source license or any other license that requires as a condition of use, modification, and/or distribution that the Software be: (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge.
- To be clear, your Permitted End Users are not allowed to use the Software, or any portions thereof, for software development or application development purposes (including projects aimed at development toolkits, libraries, application builders, website builders, UI designers, or any other project intended for developer or designer use) unless such Permitted End Users also purchase a Licence Plan from 1771. You are not allowed to, and are expressly prohibited from, granting your Permitted End Users any right to further sublicense the Software or any portions thereof. You must include a valid copyright message in your Integrated Application in a location viewable by Permitted End Users that will serve to protect 1771's copyright and other Intellectual Property Rights in the Software. In respect of any distribution you must comply with any limitations or requirements specified in this Agreement and ensure that you have in place terms of use between you and the Permitted End Users that: (a) protects our interests consistent with this Agreement, (b) prohibits the Permitted End User from any further distribution of the Software, (c) includes a limitation of liability that, to the maximum extent permitted by applicable law, disclaims on behalf of 1771, our Affiliates or our or their respective licensors, or suppliers of, liability for any and all damages, whether direct, special, incidental or consequential damages, and (d) contains terms substantially similar to this Agreement.
- 2.9 The Customer may make a reasonable number of back-up copies of the Software. If there is a total outage of the computer environment on which the Software is installed the Customer may use the Software in a replacement computing environment substantially similar to the original computing environment upon which the Software was installed immediately prior to such outage. The Customer shall reproduce all confidentiality and proprietary notices on each of the copies permitted hereunder and maintain an accurate record of the location of each of the copies. The Customer shall not otherwise copy or duplicate the Software.
- 2.10 The Customer shall not reverse engineer, disassemble, translate, modify, adapt, or decompile the Software or apply any procedure or process to the Software in order to ascertain, derive, and/or appropriate the source code or source listings for the Software or any trade secret or other proprietary information contained in the Software.
- 3. DELIVERY AND INSTALLATION**
- 3.1 Subject to Customer complying with its obligations under Clause 3.2, the Software shall be delivered by 1771 via electronic delivery using a secure internet download site, and 1771 shall provide any Licence Keys necessary for the installation and operation of the Software.
- 3.2 Customer shall:
- 3.2.1 ensure the Installation Environment is safe, secure, prepared, available and otherwise suitable for the installation of the Software and at least meets the Minimum Requirements;

- 3.2.2 appoint and make available one or more suitably trained, qualified and experienced members of its personnel to supervise and support installation of the Software; and
- 3.2.3 at all times cooperate with and promptly provide all reasonably requested information and assistance to 1771 in connection with the installation and configuration of the Software.
- 3.3 The risk in the Software shall pass once 1771 has made the Software available for download by Customer in accordance with Clause 3.1.

4. TECHNICAL DOCUMENTATION

- 4.1 1771 shall provide or make available to Customer the Technical Documentation.
- 4.2 The Technical Documentation shall be updated by 1771 from time to time in such manner as 1771 considers appropriate. Where updates to the Technical Documentation are made available online or such other location as 1771 may communicate to Customer, 1771 shall not be obliged to provide updated hard copy versions of the Technical Documentation, which shall be deemed to incorporate the online updates from the date on which they are made available.
- 4.3 Customer acknowledges that a licence key owned and controlled by 1771 ("**Licence Key**") is required to render the Software operational on Customer's hardware. Upon use of a permanent Licence Key to install the Software on Customer's hardware, no other licence key will be required for the Software to operate on such hardware in accordance with this Agreement.
- 4.4 Customer agrees it is prohibited from:
- 4.4.1 attempting to reverse engineer, alter or modify the Licence Key; and
- 4.4.2 sharing, distributing, publishing, or otherwise providing the Licence Key to any third party other than Customer's Licensed Developers.

5. CUSTOMER OBLIGATIONS

- 5.1 Customer shall:
- 5.1.1 use the Software: (a) only in accordance with the Licence Restrictions; and (b) in accordance with the Technical Documentation;
- 5.1.2 pay, for broadening the scope of the licences granted under the Agreement to cover any unauthorised use, an amount equal to the fees which 1771 would have charged (in accordance with its normal commercial terms then current) had it licensed any such unauthorised use on the date when such use commenced, together with interest at the rate provided for in Clause 9.6, from such date to the date of payment; and
- 5.1.3 implement appropriate technical and organisational measures (including as required by Data Protection Law) so as to minimise or remove any need for 1771 to be given access to or process Customer Personal Data in the performance of its obligations under the Agreement.
- 5.2 Except as expressly permitted under the Agreement or by law, Customer shall not (and shall not permit any third party to):
- 5.2.1 use, copy, modify, adapt, correct errors, or create Derivative Works of the Software or Technical Documentation;

- 5.2.2 decode, reverse translate or engineer, disassemble or 'unlock', decompile or attempt in manner to reconstruct or discover the source code or underlying structure, ideas, or algorithms of the Software.
- 5.2.3 make the Software available on a time-sharing or service bureau basis or otherwise allow any third party to use or access the Software;
- 5.2.4 remove or modify any proprietary notices, legends, or labels on the Software or Technical Documentation;
- 5.2.5 (save as set out in Clauses 2.1 and 2.8), rent, lease, sell, distribute, pledge, assign, sublicense, novate, resell, or otherwise transfer or encumber rights to the Software;
- 5.2.6 use the Software for AI training, testing, or any other purpose where Software consumption does not involve a user, with the exception of verifying applications that use the Software;
- 5.2.7 where the Software is benchmarked for internal performance evaluations, keep such benchmark results confidential, and not share such results with third parties or make such results publicly available;
- 5.2.8 use the Software to develop, test, support, or market products or applications that are competitive with and/or provide similar functionality to the Software;
- 5.2.9 permit your Affiliates, Individual Contractors, or third parties to access or use the Software unless specifically authorised elsewhere in this Agreement or the Order Form; or
- 5.2.10 use 1771's name, logo, or trade mark to market your product and/or software.

- 5.3 Customer acknowledges that 1771 may use code from Non Restrictive Open Source Software (such as MIT licensed libraries) as part of, or in addition to, the Software which may be subject to any additional terms and conditions notified to Customer from time to time in the Technical Documentation. Customer agrees to comply with any terms and conditions relating to such non-restrictive open-source software.

6. WARRANTY

- 6.1 1771 warrants to the Customer that the Software shall operate materially as described in the accompanying Technical Documentation, when used in accordance with the Agreement, for a period of at least thirty (30) days commencing on and from the Effective Date (the "**Warranty Period**"). 1771 does not warrant that (i) the Software will satisfy or may be customised to satisfy any of Customer's requirements or any other particular use or (ii) the use of the Software will be uninterrupted or error-free.
- 6.2 If (i) at any time during a Licence Plan Term, the Software contains Errors which make the Software unable to operate materially as described in the accompanying Technical Documentation or (ii) during the Warranty Period, 1771 breaches the warranty set forth in Clause 6.1 above, then Customer shall promptly notify 1771 of such Error or breach and 1771 shall (a) use all commercially reasonable efforts to correct such Error or breach within thirty (30) days of notification or (b) provide Customer within thirty (30) days of notification with a plan acceptable to Customer for correcting such Error or breach. If such Error or breach is not corrected or if an

acceptable plan for correcting such Error or breach is not established within such thirty (30) day period, 1771 shall replace the defective Software or, if not practicable, accept the return of the defective Software and refund to Customer the pro rata pre-paid amount for the remaining portion of the Licence Plan Term or Renewal Term, as applicable.

- 6.3 The warranty in Clause 6.1 is subject to and conditional on Customer complying with its obligations under, and using the Software in accordance with, this Agreement. The warranty shall not apply where any Error or Defect in the Software arises as a result of any Excluded Event.
- 6.4 Customer acknowledges that Clause 6.2 is Customer's sole and exclusive remedy, and 1771's and its authorised representatives' sole and exclusive liability, for any breach of warranty, Error or failure of the licensed Software to function properly.
- 6.5 The Software, Technical Documentation and our technology are provided "as is", with all faults, and except as expressly provided in this Agreement, 1771 disclaims all warranties, express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement, availability, error-free or uninterrupted operation, and any warranties arising from course of dealing, course of performance, or usage of trade. To the extent that we may not as a matter of applicable law disclaim any implied warranty, the scope and duration of such warranty will be the minimum permitted under applicable law.

7. MAINTENANCE AND SUPPORT

- 7.1 Provided Customer has purchased a valid Licence Plan (and subject to Customer paying the applicable License Fees in accordance with Clause 9) it shall, during the period of the relevant Licence Plan Term, be entitled to receive the maintenance and support services applicable to that Licence Plan as set out in the Support Policy set out in Appendix 1 to this EULA (the "**Support Services**").
- 7.2 The Licence Plan Term shall commence upon payment of the applicable Licence Fees specified in the Order Form and continue for a period of twelve (12) months (the "**Initial Licence Plan Term**") and thereafter, if the Customer has elected to subscribe to automatic license renewal as specified in the Order Form ("**Automatic Licence Renewal**"), this shall be enabled and shall automatically renew for further periods of twelve (12) months (each a "**Renewal Licence Plan Term**") unless Customer opts out of Automatic License Renewal via the client portal at least one day prior to expiration of the Initial Licence Term, or notifies 1771 in writing at least thirty (30) days prior to the expiration of the Initial Licence Plan Term (or any subsequent Renewal Licence Plan Term) of its intention not to renew their Licence Plan.
- 7.3 Customer's rights to receive the Support Services (including any further Updates, Upgrades, or New Release Versions) shall immediately cease upon expiry of the Licence Plan Term (or earlier termination in accordance with Clause 11).
- 7.4 Customer maintains the perpetual right to use any version of the Software provided **DURING** the Licence Plan Term (including any Upgrade, Update, or New Release Version provided by 1771 during that period) and that right shall survive expiry of the Licence Plan. Upon expiry or termination, of the Licence Plan, the Customer will not be entitled to receive and/or use any further Upgrade, Update, or New Release Version.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 Except as expressly stated herein, the Agreement does not grant Customer any rights to, under or in, any Intellectual Property Rights or licences in respect of the Software, the Technical Documentation or the services provided under the Agreement.
- 8.2 The Intellectual Property Rights in:
- 8.2.1 the Software;
- 8.2.2 the Technical Documentation;
- 8.2.3 any developments of or enhancements to the Software or services;
- 8.2.4 any Derivative Works (or portion thereof) that constitute an alteration of 1771's Source Code (including where created during the provision of services to Customer);
- 8.2.5 any feedback or improvements suggested by Customer or its representatives in respect of software, products or services provided by 1771; and
- 8.2.6 all other current or future intellectual property developed by 1771 or its Affiliates,
- are the exclusive property of 1771 or our Affiliates or our or their licensors or suppliers. Except for the rights and licences expressly granted herein, all such rights are reserved by us and our Affiliates and our or their licensors and suppliers. All title and Intellectual Property Rights in and to the content that may be accessed through use of the Software is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. Customer shall do, and execute or arrange for the doing and executing of, each necessary act, document and thing that 1771 may consider necessary or desirable to perfect the right, title and interest of 1771 and its third party licensors in any of the items listed in Clause 8.2.1 to 8.2.6 (inclusive).
- 8.3 To the extent Customer provides any ideas, feedback or suggestions regarding the Software and any of 1771's other products or services ("**Feedback**") to 1771, Customer assigns all ownership, right, title and interest in and to such Feedback to 1771 and acknowledges that 1771 may freely use and otherwise in any way exploit such Feedback without payment of any royalties or other consideration to Customer.
- 8.4 Save as set out in Clause 8.2 all Intellectual Property Rights in:
- 8.4.1 any Integrated Applications created by Customer; and
- 8.4.2 the data generated by the Software for Customer,
- are owned by Customer and may be protected by applicable copyright or other intellectual property laws.
- 8.5 Subject to Clauses 8.6 to 8.9 inclusive, 1771 shall:
- 8.5.1 defend at its own expense any claim brought against Customer by any third party alleging that Customer's use of the Software, in accordance with the terms and conditions of this Agreement, constitutes a direct infringement or misappropriation of such third party's copyright, registered trademark, or registered patent in the United Kingdom (an "**IP Claim**"); and
- 8.5.2 pay all costs and damages awarded or agreed in settlement or final judgment of an IP Claim.

- 8.6 1771's obligations under Clause 8.5 are conditional on Customer:
- 8.6.1 upon becoming aware of any actual or threatened IP Claim, promptly notifying 1771 and providing full written particulars of the IP Claim to 1771;
 - 8.6.2 making no comment or admission, agreement or compromise in relation to the IP Claim without 1771's prior written consent (such consent not to be unreasonably withheld or delayed) and taking no action that may adversely affect 1771's ability to defend or settle the IP Claim;
 - 8.6.3 cooperating with, providing all information, access and assistance reasonably required by, and taking such action to avoid, dispute, compromise or defend the Claim as may be reasonably requested by, 1771 subject to 1771 paying Customer's reasonable costs; and
 - 8.6.4 giving 1771 sole authority to defend or settle the IP Claim as 1771 considers appropriate.
- 8.7 If the Software is, or 1771 considers it is likely to become, subject to an IP Claim, 1771 may at its option:
- 8.7.1 obtain the right for Customer to continue to use Software; or
 - 8.7.2 replace or modify the Software (or the part of it subject to the IP Claim) so that it becomes non-infringing without materially affecting the functionality of Software set out in the Specification; or
 - 8.7.3 terminate the Agreement by notice in writing to Customer and refund any prepaid Licence Fees (less a reasonable sum in respect of Customer's use of the Software to the date of termination) on return or, at 1771's election, permanent and secure deletion or destruction, by Customer of the Software and Technical Documentation and all copies thereof.
- 8.8 1771 shall have no liability or obligation under this Clause 8 in respect of (and shall not be obliged to defend) any IP Claim which arises in whole or in part from any breach by Customer of the Agreement or where the alleged infringement or misappropriation results from (a) use of the Software in combination with any other software or item not supplied by 1771; (b) failure to promptly implement an Update provided by 1771; (c) modification of the Software not made or provided by 1771; (d) continuing the allegedly infringing activity after receiving written notice of such infringement claim from 1771; or (e) use of the Software in a manner not permitted by this EULA. 1771 will not indemnify Customer if 1771 notifies Customer of its decision to terminate this EULA, and the licence to the Software granted hereunder, in accordance with Clause 11 (Termination) and Customer has not ceased all use of the Software within thirty (30) days of such notification.
- 8.9 Subject to Clause 10.1, the provisions of this Clause 8 set out Customer's sole and exclusive remedy (howsoever arising, whether in contract, tort (including negligence) or otherwise) in respect of IP Claims.
- 9. PAYMENT**
- 9.1 The Customer:
- 9.1.1 shall pay to 1771 the Licence Fees and any other charges set out in the Order Form or otherwise payable pursuant to the Agreement, or agreed between the parties in writing to be payable, to 1771; and
 - 9.1.2 (if the Customer pays any Licence Fees by using a credit card) agrees that 1771 may automatically process and charge all Licence Fees due by the Customer set out in the Order Form, and shall (i) provide 1771 with valid credit card information and (ii) promptly notify 1771 of any changes to such credit card information.
- 9.2 1771 shall invoice Customer by email. Customer shall pay each invoice in accordance with the payment terms specified in the Order Form or, in the absence of such specification, within fourteen (14) calendar days after the date of the invoice.
- 9.3 All sums payable under the Agreement are exclusive of VAT and any use, sales or similar taxes which shall be charged to and paid by Customer at the rate and in the manner prescribed by law unless the Customer is a UK business in which case the applicable UK VAT rate will apply to all sums payable.
- 9.4 All fees are payable in the currency specified in the Order Form, or if no currency is specified, in United States Dollars. Except as otherwise expressly stated herein, all fees are non-cancellable and non-refundable.
- 9.5 1771 shall have the right to charge interest on overdue invoices at the rate of 4% per year above the base rate of the Bank of England, calculated from the date when payment of the invoice becomes due for payment up to and including the date of actual payment, whether before or after judgment.
- 9.6 1771 may make available to Customer, and Customer may elect an option to increase the number of Licensed Developers assigned to an active Licence Plan. The additional Licence Fees payable in relation thereto, shall be specified in the Order Form (in respect to such additional Licensed Developers being included under the relevant Licence Plan) on a pro-rata basis.
- 9.7 1771 may adjust the Licence Fee(s) and with effect from the commencement of a Renewal Licence Plan Term by a percentage equal to not more than the Permitted Increase. 1771 shall give Customer at least forty-five (45) days' notice in writing of proposed changes to the Licence Fee(s). For the avoidance of doubt this notice can be provided by email.
- 9.8 All Licence Fees paid under this Agreement are non-refundable unless otherwise stated in this Agreement.
- 10. LIMITATION OF LIABILITY**
- 10.1 Notwithstanding any other provision of the Agreement, neither party's liability shall be limited in any way in respect of the following:
- 10.1.1 death or personal injury caused by negligence;
 - 10.1.2 fraud or fraudulent misrepresentation; or
 - 10.1.3 any other losses which cannot be excluded or limited by applicable law.
- 10.2 Subject to Clause 10.1, 1771 shall not be liable for consequential, indirect or special losses or damages or for any of the following (whether direct or indirect):
- 10.2.1 loss of profit;
 - 10.2.2 loss or corruption of data;
 - 10.2.3 loss or corruption of software or systems;
 - 10.2.4 loss or damage to equipment;

- 10.2.5 loss of use;
- 10.2.6 loss of production;
- 10.2.7 loss of contract or revenue;
- 10.2.8 loss of opportunity;
- 10.2.9 loss of savings, discount or rebate (whether actual or anticipated); and/or
- 10.2.10 harm to reputation or loss of goodwill.
- 10.3 Customer shall defend, indemnify and hold harmless 1771 and its Affiliates, and its officers, directors, agents and employees from and against any third party claims or legal proceedings that arise or result from:
- 10.3.1 Customer's breach of this EULA;
- 10.3.2 Customer's failure or alleged failure to comply with applicable laws; and/ or
- 10.3.3 any use, distribution or licensing by Customer of any Derivative Works (including any Integrated Application), save to the extent such claim arises from an IP Claim pursuant to Clause 8.5.1.
- 10.4 Subject to Clause 10.1, 1771's total aggregate liability howsoever arising under or in connection with the Agreement, whether in contract, tort (including negligence) or otherwise shall not exceed an amount equal to the total Licence Fees paid or payable by Customer in the relevant Contract Year in which the claim is made.
- 11. TERMINATION**
- 11.1 Either party may terminate the Agreement at any time by giving notice in writing to the other party if:
- 11.1.1 the other party commits a material breach of the Agreement and such breach is not remediable;
- 11.1.2 the other party commits a material breach of the Agreement which is not remedied within twenty (20) Business Days of receiving written notice of such breach; or
- 11.1.3 the other party has failed to pay any amount due under the Agreement by the due date and such amount remains unpaid within thirty (30) calendar days after the other party has received notification that the payment is overdue.
- 11.2 Any breach by Customer of Clauses 2 (Licence) or 5 (Customer Obligations) shall be deemed a material breach of the Agreement which is not remediable.
- 11.3 1771 may terminate the Agreement at any time by giving notice in writing to Customer if Customer:
- 11.3.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
- 11.3.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if 1771 reasonably believes that to be the case;
- 11.3.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
- 11.3.4 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
- 11.3.5 has a resolution passed for its winding up;
- 11.3.6 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
- 11.3.7 is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within five (5) Business Days of that procedure being commenced;
- 11.3.8 has a freezing order made against it;
- 11.3.9 is subject to any recovery or attempted recovery of items supplied to it by a 1771 retaining title to those items;
- 11.3.10 is subject to any events or circumstances analogous to those in Clauses 11.3.1 to 11.3.9 in any jurisdiction; and/or
- 11.3.11 takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in Clauses 11.3.1 to 11.3.10 including for the avoidance of doubt, but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.
- 11.4 The right of 1771 to terminate the Agreement pursuant to Clause 11.3 shall not apply to the extent that the relevant procedure is entered into solely for the purpose of a solvent amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to the Agreement.
- 11.5 Without prejudice to its right to terminate (whether during or after any period of suspension), where 1771 has the right to terminate the Agreement under Clauses 11.1 or 11.3 it may in its absolute discretion, and without liability to Customer, suspend: (a) performance of its obligations under the Agreement; and/or (b) the licence of the Software under Clause 2, by giving written notice to Customer.
- 11.6 In the event of termination of this Agreement and/or the licences hereunder, Customer shall not be entitled to any refund of any Licence Fees, except as expressly set out in this Agreement.
- 12. CONSEQUENCES OF TERMINATION**
- 12.1 Immediately on termination of the Agreement (for any reason), the licences and rights granted by 1771 shall terminate and Customer shall (and shall procure that each sub-licensee shall):
- 12.1.1 stop using and uninstall the Software; and
- 12.1.2 destroy and delete all copies of the Software in your possession.
- 12.2 Customer is responsible for backing up its data, and shall ensure that it backs up its data regularly and extracts all its data from the Software prior to the termination or expiry of the Agreement. 1771 shall not be obliged to provide Customer with any assistance extracting or recovering data whether during or after the Licence Plan Term.
- 12.3 Termination of the Agreement shall not affect any accrued rights and liabilities of either party at any time up to the date of termination and shall not affect any provision of the Agreement that is expressly or by implication intended to continue beyond termination, including Clauses 8.2, 10, 14 and this Clause 12.

13. DATA PROTECTION

13.1 If and to the extent 1771 is provided with access to, or required to process, Customer Personal Data in connection with the performance of its obligations under the Agreement, except to the extent expressly otherwise agreed by the parties in writing, the parties shall comply with their respective obligations under the Privacy Policy.

14. CONFIDENTIALITY

14.1 Each party shall maintain the confidentiality of the other party's Confidential Information and shall not without the prior written consent of the disclosing party, disclose, copy or modify the Confidential Information (or permit others to do so) other than as necessary for the performance of its rights and obligations under the Agreement.

14.2 Each party undertakes to:

14.2.1 disclose the other party's Confidential Information only to those of its officers, employees, agents and contractors to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under the Agreement; and

14.2.2 procure that such persons are made aware of and agree to observe the obligations in this Clause 14.

14.3 The receiving party shall give notice to the disclosing party of any unauthorised misuse, disclosure, theft or loss of the disclosing party's Confidential Information immediately upon becoming aware of the same.

14.4 The provisions of this Clause 14 shall not apply to information which:

14.4.1 is or comes into the public domain through no fault of Customer, its officers, employees, agents or contractors;

14.4.2 is lawfully received by Customer from a third party free of any obligation of confidence at the time of its disclosure;

14.4.3 is independently developed by Customer, without access to or use of such information; or

14.4.4 is required by law, by court or governmental or regulatory order to be disclosed provided that Customer, where possible, notifies 1771 at the earliest opportunity before making any disclosure.

14.5 The obligations under this Clause 14 shall survive the termination or expiry of the Agreement for a period of five (5) years.

15. DISPUTE RESOLUTION

15.1 In the event of any dispute arising between the parties, each party shall appoint a representative to represent it in relation to the Agreement ("**Representative**") and shall notify its nominated Representative to the other party within seven (7) days of such dispute arising between the parties. A party may change its Representative by giving written notice to the other party.

15.2 Any dispute arising between the parties out of or in connection with the Agreement shall be dealt with in accordance with the provisions of this Clause 15.

15.3 The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.

15.4 The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedures:

15.4.1 Within five (5) Business Days of service of the notice, the Representatives of the parties shall meet to discuss the dispute and attempt to resolve it.

15.4.2 If the dispute has not been resolved within five (5) Business Days of the first meeting of the Representatives, then the matter shall be referred to the chief executives (or persons of equivalent seniority). The chief executives (or equivalent) shall meet within seven (7) days to discuss the dispute and attempt to resolve it.

15.4.3 The specific format for the resolution of the dispute under Clause 15.4.1 and, if necessary, Clause 15.4.2 shall be left to the reasonable discretion of the parties, but may include the preparation and submission of statements of fact or of position.

15.5 Until the parties have completed the steps referred to in Clause 15.4, and have failed to resolve the dispute, neither party shall commence formal legal proceedings or arbitration except that either party may at any time seek urgent interim relief from the courts or emergency arbitrator relief.

16. FORCE MAJEURE

16.1 If either party is delayed or prevented from performing its obligations under the Agreement by a Force Majeure Event, such party shall:

16.1.1 give notice in writing of such delay or prevention to the other party as soon as reasonably possible, stating the commencement date and extent of such delay or prevention, the cause thereof and its estimated duration;

16.1.2 use all reasonable endeavours to mitigate the effects of such delay or prevention on the performance of its obligations under the Agreement; and

16.1.3 resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.

16.2 If either party is unable to carry out any of its obligations under the Agreement due to a Force Majeure Event, the Agreement shall remain in effect but the obligations in question (and the other party's corresponding obligations, if any, under the Agreement) shall be suspended for so long as the Force Majeure Event continues.

17. NOTICES

17.1 Any notice given by a party under the Agreement shall be:

17.1.1 in writing and in English;

17.1.2 signed by, or on behalf of, the party giving it (except for notices sent by email); and

17.1.3 properly addressed and sent to the other party at the contact address set out in the Order Form; and

17.1.4 if sent by email, dispatched as a pdf attachment to an email to the correct contact email address set out in the Order Form.

17.2 Notices may be given, and are deemed received:

17.2.1 by email: 9.00 am on the first Business Day after sending;

17.2.2 by hand: on receipt of a signature, at the time of delivery (provided delivery is between 9.00am and 5.30pm on a Business Day, otherwise delivery will be deemed to occur at 9.00am on the next Business Day);

- 17.2.3 by prepaid, Royal Mail Signed For 1st Class or other prepaid next working day postal service providing proof of delivery: at 9.00 am on the second Business Day after posting; and
- 17.2.4 by prepaid Royal Mail International Tracked & Signed or Royal Mail International Signed post (or a substantially equivalent delivery service in a jurisdiction outside the United Kingdom): at 9.00 am on the fourth Business Day after posting.
- 17.3 Any change to the contact details of a party as set out in the Order Form shall be notified to the other party in accordance with Clause 17.1 and shall be effective:
- 17.3.1 on the date specified in the notice as being the date of such change; or
- 17.3.2 if no date is so specified, five (5) Business Days after the notice is deemed to be received.
- 17.4 This Clause 17 does not apply to notices given in legal proceedings or arbitration.
- 18. ANNOUNCEMENTS**
- 18.1 Each party shall have the right to publicly announce the entering into the Agreement with the other.
- 18.2 Subject to Clause 18.1, no announcement or other public disclosure concerning any of the matters contained in the Agreement shall be made by, or on behalf of, a party without the prior written consent of the other party, except as required by law, any court, any governmental, regulatory or supervisory authority (including, without limitation, any recognised investment exchange) or any other authority of competent jurisdiction.
- 19. WARRANTIES**
- 19.1 Each party warrants and represents to the other party that it has all necessary corporate power and authority to enter into and perform its obligations under the Agreement.
- 20. ENTIRE AGREEMENT**
- 20.1 This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and arrangements between them in respect of its subject matter, whether in writing or oral.
- 20.2 Each party acknowledges that it has not entered into the Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Agreement.
- 20.3 This EULA may not be replaced, amended, supplemented or superseded by any Customer invoice, purchase order or other similar document provided by the Customer to 1771. If the Customer, for the Customer's internal accounting purposes, provides 1771 with a Customer purchase order or invoice, this shall not be deemed to be an acceptance of any of the terms and conditions contained within the Customer's purchase order or invoice. Any amendments to this EULA will only be valid if explicitly accepted by 1771 in writing.
- 21. GENERAL**
- 21.1 No variation of the Agreement shall be valid or effective unless it is in writing, refers to the Agreement and is duly signed or executed by, or on behalf of, each party.
- 21.2 Each party shall comply with all applicable laws and shall maintain such consents, permissions, permits, authorisations and approvals as required from time to time to perform their obligations under or in connection with the Agreement.
- 21.3 Without prejudice to the generality of Clause 21.2, the parties shall comply with all applicable laws, rules, and regulations governing export of goods and information that apply to the Software and the Technical Documentation, and shall not export or re-export, directly or indirectly, separately or as a part of a system, the Software or the Technical Documentation to any country for which an export licence or other approval is required, without first obtaining such licence or other approval. Customer shall be solely responsible for ensuring its access, importation or use of the Software or Technical Documentation in or into any part of the territory complies with all export laws.
- 21.4 The parties are independent and are not partners or principal and agent and the Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither party shall have, nor shall represent that it has, any authority to make any commitments on the other party's behalf.
- 21.5 Each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Agreement (and any documents referred to in it).
- 21.6 Each party shall pay all sums that it owes to the other party under the Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by applicable law.
- 21.7 1771 may assign, transfer or subcontract any or all of its rights and obligations under the Agreement, provided prior written notice is given to Customer.
- 21.8 Subject to Clause 21.7 and save as otherwise expressly set out herein, neither party shall assign, subcontract, transfer, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under the Agreement (including the licence rights granted), in whole or in part, without the other party's prior written consent (not to be unreasonably withheld or delayed).
- 21.9 If any provision of the Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Agreement shall not be affected. If any provision of the Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.
- 21.10 No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under the Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy. No single or partial exercise of any right, power or remedy provided by law or under the Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy. A waiver of any term, provision, condition or breach of the Agreement shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.

21.11 A person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions.

22. GOVERNING LAW AND JURISDICTION

22.1 This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

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

23. DEFINITIONS AND INTERPRETATION

23.1 The following definitions and rules of interpretation shall apply in the Agreement:

“**1771**” means 1771 Technologies Limited, a company incorporated in England and Wales under number 15172884 whose registered office is at Lynton House, 7-12 Tavistock Square, London, United Kingdom;

“**Affiliate**” means, in relation to a company, all subsidiaries, holding companies and any subsidiary of that holding company where “subsidiary” and “holding company” will have the meanings given to them in Section 1159 of the Companies Act 2006;

“**Agreement**” means this agreement comprising the Order Form, the Privacy Policy, and this EULA, including Appendix 1 (Support Policy) hereto;

“**Business Day**” means a day other than a Saturday, Sunday or bank or public holiday in England;

“**Confidential Information**” means all information (whether in oral, written or electronic form) relating to a party’s business which may reasonably be considered to be confidential in nature including information relating to that party’s technology, know-how, Intellectual Property Rights, assets, finances, strategy, products and customers. All information relating to the Software, the Technical Documentation and any other technical or operational specifications or data relating to the Software shall be part of 1771’s Confidential Information;

“**Contract Year**” means a twelve (12) month period during commencing on the Effective Date or an anniversary of the Effective Date;

“**Customer,**” “**Licensee**”, “**yours**”, “**your**” or “**you**” means the entity identified as Customer in the relevant Order Form;

“**Customer Personal Data**” means any Personal Data provided or made available by or on behalf of Customer to 1771;

“**Data Processing Terms**” means the data processing terms set out at in 1771 Privacy Policy available at www.1771technologies.com (and/or such other terms relating to the processing of personal data as the parties may specifically agree in the Order Form as supplemental to, or in replacement of, those data processing terms).

“**Defect**” means a material failure of the Software to function in substantial conformity with the Specification;

“**Derivative Work**” means any software program developed by Customer which incorporates or contains modifications to any part of the Software in Source Code form, including any revision, modification, translation, abridgment, condensation, expansion or any other form

in which the Software in Source Code form may be transformed or adapted;

“**Developer**” means any employee, agent or Individual Contractor working on behalf of Customer or Customer Affiliate to develop software products;

“**Data Protection Law**” or “**DP Law**” means any applicable law relating to the processing, privacy or use of Personal Data, as applicable to 1771, Customer and/ or the services provided under the Agreement;

“**Effective Date**” means the later of:

- (a) the date on which the Order Form is entered into by 1771 and Customer;
- (b) the date on which 1771 first makes the Software available for download by Customer pursuant to Clause 3.1; and
- (c) the date on which Customer pays the applicable Licence Fees specified in the Order Form in respect of its selected Licence Plan;

“**Error**” means any error, defect or omission that (i) is discovered in the Software, (ii) is reproducible and (iii) prevents its operation substantially in accordance with the Technical Documentation.

“**Excluded Event**” means any:

- (a) use of the Software by Customer other than in accordance with the Agreement (including any failure to follow the Technical Documentation);
- (b) use of the Software provided on an unpaid evaluation or trial basis;
- (c) defects to the Software due to accident, abuse, service, alteration, modification, or improper installation or configuration by you, your Affiliates, your or their personal or any third party not engaged by us;
- (d) any defect in or misconfiguration of the computer hardware upon which the Software is installed, attempted repair, rectification or maintenance of the Software by any person other than 1771;
- (e) failure to install any Update recommended and made available by 1771 within three (3) months of such Update being made available; or
- (f) unauthorised alteration, revision or configuration of the Software or to Customer’s computer system by Customer or its employees;

“**EULA**” has the meaning given in Clause 1.1;

“**Force Majeure Event**” means, in relation to a party, any circumstance beyond the party’s reasonable control that hinders, delays or prevents that party from performing any of its obligations under the Agreement;

“**Individual Contractor**” means an individual specifically engaged by Customer to carry out functions similar to those carried out by its full-time employees who work under a similar level of supervision and control by Customer;

“**Initial Licence Plan Term**” has the meaning given in Clause 7.2;

“**Installation Environment**” means Customer’s information technology systems on which the Software will be installed;

“**Integrated Applications**” means those software applications which: (i) are developed by Customer’s

Developers; (ii) add substantial functionality beyond the functionality provided by the incorporated components of the Software; and (iii) are not commercial alternatives for, or competitive in the marketplace with, the Software or any components of the Software;

"Intellectual Property Rights" means any and all copyright, rights in inventions, patents, know-how, trade secrets, trademarks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, utility models, domain names and all similar rights and, in each case: whether registered or not; including any applications to protect or register such rights; including all renewals and extensions of such rights or applications; whether vested, contingent or future; and wherever existing;

"IP Claim" has the meaning given to it in Clause 8.5.1;

"Licence Fees" means the fees payable by Customer in respect of a Licence Plan, as specified in the Order Form and as may be adjusted from time to time in accordance with Clauses 9.6 and/or 9.7;

"Licence Key" has the meaning given in Clause 4.3;

"Licence Plan" means one of the available plans for purchase by customers and under which purchasing customers can benefit from enhanced support services, maintenance and Upgrades, Updates, and New Version Releases during the relevant Licence Plan Term;

"Licence Plan Term" means, subject to termination at an earlier date by operation of law or in accordance with Clause 6.2, 8.7.3 or 11 of this EULA, the period from the Effective Date until the later of: (i) expiry of Initial Licence Plan Term; or (ii) expiry of the last Renewal Licence Plan Term (as applicable);

"Licence Restrictions" means the additional Software scope, access, user number and other usage restrictions and limitations specified in or referenced in, the Order Form;

"Licensed Developer" means a Developer that is authorised to use the Software under a Licence Plan, in accordance with clause 2.2;

"Minified Form" means a version of the Software Source Code where the Software's source code has been modified to remove whitespace, newline characters, comments, and block delimiters to reduce file size;

"Minimum Requirements" means the minimum system requirements for the Software as set out at in the Technical Documentation;

"New Version Release" means a further release of the Software that includes major or substantial upgrades, numerous enhancements, and/or architectural changes that substantially alter the Software's functionality, performance, or user interface. It is accompanied by a versioning up of the Software, for example, going from version 1.2 to version 2.0;

"Non Restrictive Open Source Software" means software that allows free use, modification, and distribution of the software code without restricting its integration into other projects. 1771 will only use MIT and Apache licenses, which allow commercial and non-commercial use while respecting the authors' copyrights;

"Order Form" means the order form entered into between the parties setting out inter alia details of the Software to be licensed to, and Licence Fees payable by, Customer under the Agreement;

"Parties" means 1771 and the Customer, and **"party"** shall be construed accordingly;

"Permitted End User" means your own end-user licensees, end customers, end clients, including but not limited to, your employees to whom you license and/or distribute our Software, modified Software, or portions thereof, solely as part of your Integrated Application in accordance with the redistribution terms specified in clause 2.8;

"Permitted Increase" means the permitted increase in the charges set out in the Order Form or, if none is specified, the percentage increase in the Consumer Prices Index during the previous 12 months plus 2%;

"Personal Data" and **"Processing"** have the meanings given to those terms in DP Law, and related terms such as **"process"** shall have corresponding meanings;

"Renewal Licence Plan Term" has the meaning given in Clause 7.2;

"Representatives" has the meaning given to it in Clause 15;

"Software" means that Graphite Grid software made available by 1771 Technologies specified on each Order Form, whether embedded on disc, tape, internet download site or other media and all Updates, Upgrades, or New Version Releases for the Software that Customer is entitled to receive in connection with its Licence Plan;

"Source Code" means computer programming code or any computer instructions necessary to compile the Software;

"Specification" means the specification for the Software set out in the Technical Documentation, or such other documentation as or 1771 may notify from time to time, as updated from time to time;

"Support Service" has the meaning given in Clause 7.1;

"Technical Documentation" means the means the published user instructions, technical literature, and other related material that 1771 Technologies makes generally available (whether in online, electronic, or printer form) for guiding, assisting, or instructing the use and application of the Software;

"Update" means a further release of the Software that may include corrections to Defects, minor bug fixes, addresses security vulnerabilities, performance improvements, and/or feature enhancements without significantly altering the architecture or functionality of the Software, which does not constitute an Upgrade (e.g. version 1.1.1 to version 1.1.2);

"Upgrade" means a further release of the Software that may include significant enhancements, bug fixes, new features, material performance improvements, or other modifications to the Software that materially upgrade its functionality, which does not constitute a New Version Release (e.g. version 1.1.3 to version 1.2.0);

"Warranty Period" has the meaning given in Clause 6.1; and

"VAT" means United Kingdom value added tax, any other tax imposed in substitution for it and any equivalent or similar tax imposed outside the United Kingdom.

23.2 In the Agreement:

23.2.1 the table of contents, and the Section, Clause, paragraph, Appendix or other headings are included for convenience only and shall have no effect on interpretation;

- 23.2.2 unless otherwise specified, a reference to a Section is to a section of the Order Form; a reference to a Paragraph is a reference to a paragraph of an Appendix to this EULA; and a reference to a Clause is to a clause of this EULA or the Data Processing Terms (as the context requires);
- 23.2.3 a reference to a 'party' includes that party's successors and permitted assigns;
- 23.2.4 words in the singular include the plural and vice versa;
- 23.2.5 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 23.2.6 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form;
- 23.2.7 a reference to legislation, except where the contrary is stated or the context otherwise requires, includes:
- (a) any amendment, extension, re-enactment, replacement or consolidation of it for the time being in force; and
 - (b) all subordinate legislation made under it; and
- 23.2.8 a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.
- 23.3 If there is a conflict or inconsistency between the terms and conditions set out in this EULA, Appendix 1 (Support Policy) hereto, the Data Processing Terms, and/or the Order Form, the following order of precedence shall apply to the extent of the conflict or inconsistency: (1) Order Form; (2) Data Processing Terms; (3) this EULA; and (4) Appendix 1 (Support Policy) hereto.

**APPENDIX 1
SUPPORT POLICY**

This Support Policy is incorporated into and forms part of the End User Licence Agreement between Customer and 1771 Technologies with respect to Customer's use of the Software. This Support Policy describes 1771's support policies applicable to the Software. This Support Policy binds 1771 and Customer (collectively, the "Parties") subject to, and as of, commencement and/or renewal of the each Licence Plan, if such renewal takes place during the application of this Support Policy. In the event of any inconsistency between the terms of this Support Policy and the EULA, the inconsistency will be resolved by giving precedence in the following order: (i) first, the EULA, and (ii) second, this Support Policy.

1. DEFINITIONS

1.1 In this Appendix 1 the following terms have the following meanings:

- 1.1.1 **"Additional Maintenance and Support Services"** means any additional Technical Support services and terms specified on the Order Form;
- 1.1.2 **"Authorised User"** means a Licensed Developer;
- 1.1.3 **"British Local Time"** means the local time in the United Kingdom, which is UTC+0, during Standard Times, or UTC+1, during Daylight Saving Time;
- 1.1.4 **"Bug Fixes"** has the meaning given in paragraph 4.4;
- 1.1.5 **"Critical Support Request"** means a Support Incident communicated by the Customer to 1771 Technologies via an Established Communication Channel that will have priority in the support queue over Priority Support Requests and Support Requests;
- 1.1.6 **"Customer Service Levels"** as detailed in Schedule 1 of this Support Policy, includes direct support for Authorised Users for incidents and issues concerning the use of the Software, such as response times, communication channels, and service levels;
- 1.1.7 **"Established Communication Channel"** means a support communication channel as mentioned in Paragraph 3 (How to Access Support);
- 1.1.8 **"Existing Specifications"** means the functionality and features of the Software as listed in the Technical Documentation;
- 1.1.9 **"Feature Request"** refers to a valid submission by the customer through an Established Communication Channel for a new function, component, or enhancement of the Software's existing features. This request comes from an effort to improve the user experience, enhance Software performance, address emerging development trends, or solve specific challenges faced during the application development process;
- 1.1.10 **"Latest Software Version"** means the most recent version of the Software released;
- 1.1.11 **"Maintenance"** means the routine Software maintenance activities aimed at ensuring the Software operates efficiently, including, but not limited to, bug fixes, performance enhancements, and Updates;
- 1.1.12 **"Maintenance and Support Services"** means the Technical Support services provided by 1771 to the Customer or their Authorised Users under the terms of this Support Policy;
- 1.1.13 **"Priority Support Request"** means a Support Incident communicated by the Customer to 1771 via an Established Communication Channel that will have priority in the support queue over Support Requests;
- 1.1.14 **"Response"** means 1771 acknowledging the Customer's Support Request via the Established Communication Channels mentioned within this Support Policy;
- 1.1.15 **"Support Incident"** means a (i) reproducible failure of the Software to perform substantially in conformity with the specifications, functions, or operations as described in the Technical Documentation, or (ii) a question or request for seeking clarification or 'how to solve' advice concerning the Software;
- 1.1.16 **"Support Period"** refers to the remaining duration of the Licence Plan Term upon which 1771 will provide Maintenance and Support Services to the Customer or an Authorised User;
- 1.1.17 **"Support Plan"** means the pre-determined level of Technical Support dependent on the type of Licence Plan purchased, such as Graphite Grid Developer PRO Licence Plan or Graphite Grid Organization Licence Plan;
- 1.1.18 **"Support Request"** means a Support Incident communicated by the Customer to 1771 via an Established Communication Channel;
- 1.1.19 **"Technical Support"** means the comprehensive suite of services provided to support the use and functionality of the Software, including (1) Maintenance and Updates, (2) access to Upgrades and New Version Releases, and (3) Customer Service Levels outlined in Schedule 1; and
- 1.1.20 **"Working Hours"** means 9am to 5pm British Local Time on a Business Day.

1.2 Save as otherwise set out in this Appendix 1, terms defined in the End User Licence Agreement shall have the same meaning in this Appendix 1.

2. SCOPE OF SUPPORT

- 2.1 Provided Customer has purchased a valid Licence Plan, 1771 shall, during the period of the Licence Plan Term, with respect to the Software specified in each Order Form and upon receipt of the Customer's payment of the total Licence Fees payable for such Software, provide Maintenance and Support Services for the Software in accordance with this Support Policy and in accordance with any Additional Maintenance and Support Services specified in the Order Form.
- 2.2 The Support Plan, Support Period, and any Additional Maintenance and Support Services included therein are determined by the Licence Plan purchased by the Customer and the duration of the Licence Plan Term, as specified in the Order Form. Maintenance and Support Services are included in the Licence Fees and are not charged or invoiced separately. Unless otherwise specified, the commencement of the Support Period starts from the same Effective Date as the Licence Plan Term.
- 2.3 1771 will provide Technical Support, in English, to the Customer during the Support Period: (i) in accordance with the applicable Support Plan; (ii) for a given release version of the Software throughout twelve months of its release ("**Supported Version**"); and (iii) within the Existing Specifications of the Software and recommended web browsing environments as listed in the Technical Documentation.
- 2.4 1771, in providing Maintenance and Support Services, will address Customer Support Requests with reasonable skill, care, and diligence and use all reasonable endeavours to ensure that the Software substantially conforms to the Technical Documentation.
- 2.5 1771 will release updated versions of the Software in the form of patches, Updates, Upgrades, and New Release Versions at intervals and frequencies determined at our sole discretion. However, where Support Incidents are raised, 1771 will use reasonable efforts to (i) begin corrective Maintenance, (ii) resolve the Support Incident within one to three Business Days, or (iii) resolve the Support Incident within the anticipated timeline communicated in our Response.
- 2.6 During the Support Period, Customers are entitled to receive all Updates, Upgrades, and New Release Versions of the Software at no additional fee. Subject to the terms of the EULA, the Customer has the perpetual right to use any version of the Software released during the Support Period (or Licence Plan Term). However, the Customer will lose the right to receive Maintenance and Support Services and the entitlement to access or use versions of the Software released after the end of their Support Period (or Licence Plan Term) unless their License is renewed.
- 2.7 1771 does not guarantee that use of the Software will be error-free or uninterrupted, or that 1771 will correct all Errors in the Software.

3. HOW TO ACCESS SUPPORT

- 3.1 1771 shall provide Support and Maintenance Services during Working Hours with reasonable skill and care. The Response time for Support Requests received outside of Working Hours will be determined based on the remaining Working Hours in the relevant Business Day and will resume at the start of the next Business Day.
- 3.2 Support and Maintenance Services will only be provided by 1771 when Support Requests are submitted by the Customer or its Authorised Users through an Established Communication Channel and in accordance with the format described in the Technical Documentation. The correct procedure and format to follow to submit a Support Request are detailed in the support section of the Technical Documentation. Established Communication Channels that can be used to submit Support Requests are:
- 3.2.1 **GitHub:** A 1771 GitHub repository available solely to Customers and their Authorised Users, meant only for reporting issues. The 1771 GitHub repository can be used to raise a Support Request, suggest new features, and remain up to date on existing Support Incidents, impending fixes, and the status of feature suggestions.
- (a) The total allowable number of Licensed Developers a Customer can request to invite to 1771's GitHub repository to raise Support Requests cannot exceed the total number of Licensed Developers assigned to a Licence Plan purchased by the Customer (as set out in the Order Form).
- 3.2.2 **Website Support Form:** A dedicated support form available on the 1771 Technologies website that Customers can use to submit a Support Request. Please use this Established Communication Channel if the Support Request contains Confidential Information.
- 3.2.3 **Email:** The Customer may submit a Support Request to support@1771technologies. Please use this Established Communication Channel if the Support Request contains Confidential Information.
- 3.3 Any Support Requests raised under paragraph 3.2.1 can be accessed and viewed by other Customers on the GitHub platform. All information that is shared via GitHub will be treated as non-confidential information and will be processed in accordance with the EULA, Appendix 1 and 1771's Privacy Policy.
- 3.4 If a request contains Confidential Information, the Customer shall submit the Support Request using the Website Support Form or via email under paragraph 3.2.2 or 3.2.3 respectively.
- 3.5 When submitting a Support Request, Customer shall provide:
- 3.5.1 Customer's unique identifier number;
- 3.5.2 Customer's Licence Plan;
- 3.5.3 the Support Incident type (whether a Support Request, Feature Request, Priority Support Request or Critical Support Request);

- 3.5.4 an indication of the importance or urgency of the Support Request; and
- 3.5.5 reasonable supporting details as may be required by 1771, which may include (without limitation) a description of the Support Incident, diagnostic data, console logs, step-by-step reproduction scenarios, screenshots and environment identification data.
- 3.6 Where a Support Request is submitted regarding a particularly complex Support Incident that requires more detailed troubleshooting and instantaneous communication between the Customer and 1771, 1771, in its sole discretion, may use other support communications channels, including but not limited to, Microsoft Teams, Slack, or Zoom, to respond and resolve the Support Incident. The use of the aforementioned channels will only be initiated by 1771 Technologies with prior Customer consent, and the Customer will endeavour to ensure that only 'strictly need-to-know' information concerning the Support Incident is shared.
- 3.7 1771 will only record support calls if the Customer has been notified and consents to the recording. The recordings are made to (i) better comprehend the Customer's needs, (ii) for training and quality control purposes, and (iii) analyse the feedback to assist with Software improvements. 1771 Technologies will store all call recordings electronically.

4. SUPPORT SERVICE LEVELS

- 4.1 The Response time commences when the Customer completes the submission of a Support Request through one of 1771's Established Communication Channels. 1771 will use all reasonable endeavours to respond to Support Incidents in the timescales provided in Schedule 1 to this Support Policy.
- 4.2 All Response times are calculated based on 1771's Working Hours.
- 4.3 1771's troubleshooting process for all Support Requests will include (i) identifying and describing the Support Incident, (ii) communicating a reasonable timeline to resolve it, and (iii) providing guidance for any known workarounds or temporary solutions that may be available. The anticipated timeline for Support Incident resolution is an estimate only. 1771 shall notify the Customer of any changes to the anticipated timeline as soon as reasonably practicable.
- 4.4 Bug, Defect, and error corrections ("**Bug Fixes**") are delivered exclusively in the Latest Software Version via a patch or Update release. Bug Fixes are not backported and will not be applied to or made available in any previous versions of the Software. Customers are responsible for upgrading to the Latest Software Version to benefit from such Bug Fixes.
- 4.5 Schedule 1 of this Appendix 1 specifies the total number and type of Support Requests that a Customer is entitled to submit during the Support Period under the same relevant License Term Plan, shown on a per-Developer basis. The total allowable number of Support Requests resets with each Renewal Licence Plan Term. Available Support Requests may be pooled among the number of licensed Developers employed by the Customer.
- 4.6 Under the Graphite Grid Developer PRO Licence Plan, each Licensed Developer can raise 12 Support Requests during the Licence Plan Term. An organisation with licenses for several Licensed Developers can pool the number of allowable Support Requests together. For example, a Customer with three Licensed Developers can raise 36 Support Requests (3 Licensed Developers multiplied by 12 Support Requests).
- 4.7 1771 will prioritize Support Requests submitted by the Customer over Feature Requests. Feature Requests are evaluated based on (i) the extent to which they align with 1771's vision for the Software, (ii) the level of demand, interest, and importance to the overall user community, (iii) the technical feasibility of implementing the feature, (iv) its potential usage cases, (v) whether the feature is already planned under our development roadmap, and (vi) how well the Feature Request aligns with current and emerging development trends. While 1771 will review and evaluate all submitted Feature Requests, the decision to commence, develop, or implement them remains at our sole discretion, and 1771 does not warrant that every Feature Request will be implemented. Schedule 1 does not apply to Feature Requests.
- 4.8 Customers who have purchased a Graphite Grid Organisation Licence Plan shall be entitled to escalate a Support Incident so that it is prioritised for attention and resolution by 1771 (each a "**Priority Support Request**"). The number of Priority Support Requests available to Customer per Developer shall be six (6) unless otherwise set out in the Order Form. For each Priority Support Request the required Response time shall be sixteen (16) hours.
- 4.9 Customers who have purchased a Graphite Grid Organisation Licence Plan shall be entitled to escalate a Support Incident so that it is prioritised for attention and resolution by 1771 (each a "**Critical Support Request**"). The number of Critical Support Requests available to Customer per Licence Plan Term shall be two (2) unless otherwise set out in the Order Form. For each Critical Support Request the required Response time shall be eight (8) hours.

5. CUSTOMER OBLIGATIONS

- 5.1 The Customer agrees to diligently (i) submit Support requests in the format outlined in the support section of the Technical Documentation, (ii) notify 1771 promptly via the Established Communication Channels of any instances where the Software does not perform as described in the Technical Documentation, (iii) keep the Software updated to the latest version, and (iv) carry out any corrective measures as directed by 1771.
- 5.2 To resolve Support Requests as quickly as possible, the Customer agrees to address 1771 queries concerning the Support Incident and, if possible, provide minimal step-by-step bug reproduction and environment identification data. The Customer acknowledges that failure to do so could result in delays in the Support Incident resolution timelines.
- 5.3 If the Support Request resolution requires access to the Customer's Integrated Application, the Customer shall grant 1771 access to the Integrated Application, and shall take all steps to ensure 1771 is not exposed to any production data, personal data or Confidential Information, or trade secrets contained within the Integrated Application.
- 5.4 The Customer agrees to promptly inform 1771 of any circumstances that may affect their use of 1771 Maintenance and Support Services, including any changes in the number of Licensed Developers.

- 5.5 Customer shall ensure that Support Requests only contain Confidential Information to the extent it is strictly necessary for 1771 to evaluate the Support Incident. If a Support Request contains Confidential Information, Customer must submit the Support Request using 1771's Website Support Form or via email under paragraphs 3.2.2 or 3.2.3 respectively.

6. SUPPORT LIMITATIONS

- 6.1 1771 shall not be required to provide Support and Maintenance Services:
- 6.1.1 for any issue other than an issue with the Software provided in accordance with the EULA;
 - 6.1.2 for any issue over the total number of Support Requests allowed under the Support Plan;
 - 6.1.3 in relation to an Excluded Event;
 - 6.1.4 an issue that does not relate to (i) the current version of the Software, or (ii) a version released twelve (12) months prior to the Support Requests;
 - 6.1.5 during non-Business Days;
 - 6.1.6 in relation to any Software guidance beyond an acceptable level to be determined at 1771's sole discretion;
 - 6.1.7 if the Support Request can be resolved by updating the Software to a newer version; or
 - 6.1.8 to any Permitted End User of a Customer, whether the Permitted End User has integrated the Software or not.

7. FAIR USAGE

- 7.1 If 1771 Technologies reasonably believes that the Customer's use of Support and Maintenance Services is excessive, 1771 reserves the right to limit or terminate the Customer's access to Support and Maintenance Services available under the applicable Support Plan, and all provide the Customer with seven (7) days written notice.

8. MISCELLANEOUS

- 8.1 If the Agreement and/or the Licence Plan is terminated by either party under the EULA or the Support Policy, the Support Plan and any Additional Maintenance and Support Services will automatically terminate.
- 8.2 A Customer may upgrade from a Graphite Grid Developer PRO Licence Plan to a Graphite Grid Organization Licence Plan, and all Maintenance and Support Services shall be upgraded from the effective date of the new Licence Plan Term and Customer shall pay the corresponding Licence Fees for such upgrade.
- 8.3 1771 may amend this Support Policy at any time at its discretion, 1771 shall provide the Customer with thirty (30) days written notice of any amendments to this Support Policy. If Customer objects to any amendments to this Support Policy, the Customer may, within thirty (30) days of such notification, terminate the Support Plan. If the Support Plan is terminated under this paragraph 8.3, 1771 shall refund a portion of the Licence Fees, pro rated in respect of the remaining period of the Licence Term to the Customer within thirty (30) days of receipt of a termination notice from Customer.
- 8.4 1771 will provide Support and Maintenance Services throughout the Support Period, subject to the Customer's compliance with these terms, this Appendix 1, the Order Form, the Privacy Policy, and applicable laws.

Schedule 1

LICENCE PLAN

Service Levels for Support Requests only	Graphite Grid Developer PRO	Graphite Grid Organization
Support Request Per Developer (Per Licence Plan Term)	12	24
Response Time: Support Request	36 Hours	24 Hours
Priority Support Request Per Developer (Per License Term)	N/A	6
Response Time: Priority Support Request	N/A	16 Hours
Critical Support Request Per Developer (Per Licence Plan Term)	N/A	2
Response Time: Critical Support Request	N/A	8 Hours
Feature Requests Per Developer (Per License Term)	Unlimited	Unlimited
Access to Updates (During Support Period)	Yes	Yes
Access to Upgrades (During Support Period)	Yes	Yes
Access to New Versions (During Support Period)	Yes	Yes
Developer Support	1 year from version release	1 year from version release