



End User Licence Agreement "EULA"



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PLEASE READ THIS LICENCE CAREFULLY. BY PURCHASING, COPYING, INSTALLING, OR USING ALL OR ANY PORTION OF THIS SOFTWARE, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS LICENCE, INCLUDING, WITHOUT LIMITATION, THE PROVISIONS ON LICENCE RESTRICTIONS IN CLAUSE 3, LIMITED WARRANTY IN CLAUSE 6, AND LIMITATION OF LIABILITY IN CLAUSE 8. LICENSEE AGREES THAT THIS LICENCE IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY LICENSEE. THIS LICENCE IS ENFORCEABLE AGAINST LICENSEE. IF LICENSEE DOES NOT AGREE TO THE TERMS OF THIS LICENCE, LICENSEE MAY NOT USE THE SOFTWARE.

This licence agreement (Licence) is a legal agreement between you (Licensee, you or your) and Declaration Software Limited, incorporated and registered in England with company number 12262043 whose registered office address is at Room 73, Wrest House Wrest Park, Silsoe, Bedford, England, MK45 4HR (Licensor, us or we) for:

- as applicable, PowerSyncPro and other Licensor SaaS tools, the data supplied with such tools, and the associated media including any Updates (together the Software); and
- printed materials and online electronic documentation, including technical manuals, training materials, specifications or other documentation applicable to the Software and made available to you by Licensor or a Reseller (Documentation).

We license use of the Software and Documentation to you on the basis of this Licence. We do not sell the Software or Documentation to you. We and our respective licensors remain the owners of the Software and Documentation at all times.

You may license the Software directly from us or through a Reseller. In either event, you agree to the terms of this Licence as a condition of the provision of the Software by us.

SYSTEM REQUIREMENTS: The System Requirements for the Software shall be set out in the applicable Software installation guides, made available to Licensee from time to time (the System(s)).

You acknowledge that we may update the terms and conditions of this Licence from time to time and that it is your responsibility to check any updates. Notice shall be provided for any material changes which materially impact the services being provided or the parties' rights and obligations under this Agreement. Any changes made to this Licence shall be set out and annotated above in the History table and shall be incorporated into the terms and conditions of this Licence.

You should print a copy of this Licence for future reference.

AGREED TERMS

1. Provision of the Services
 - 1.1 Licensor will provide the Software materially in accordance with this Licence and the Documentation.
2. Grant and scope of Licence
 - 2.1 Subject to Licensee's continuous compliance with this Licence and payment of the applicable Licence Fee, and except as otherwise set out in this Licence, Licensor grants Licensee a non-exclusive, non-transferable and limited licence to install and use the Software in the Territory during the Licence Term (unless earlier terminated in accordance with the terms of this Licence).
 - 2.2 Licensor reserves the right at any time to make any improvement, substitution or modification in the design, manufacture or configuration of the Software provided that any such improvement, substitution or modification shall not result in any material change in the functionality or performance of the Software.
 - 2.3 The Licensee may, subject to prior written consent from Licensor, perform any of its obligations or exercise any of its rights under this Licence by itself or through any Affiliate provided that:
 - (a) any act or omission of any such Affiliate shall be deemed to be the act or omission of the Licensee;
 - (b) any such performance and/or exercise shall be solely for the business purposes of the Licensee and its Affiliates;
 - (c) any claim from an Affiliate shall be brought through the Licensee and the exclusions of and caps on liability detailed in this Licence shall apply in aggregate to all claims brought by the Licensee and its Affiliates.
 - 2.4 Where third party suppliers are required to interface with or otherwise affect (or are affected by) the Software, Licensor shall, at the Licensee's request and expense, co-operate with such suppliers and shall provide such information as such suppliers shall reasonably require (on such notice as is reasonable in the circumstances and subject to such reasonable conditions as to confidentiality, security and non-interference as Licensor may propose).
 - 2.5 The Licensee shall:
 - (a) provide to Licensor the details of the Licensee authorised contact. In the event of any change in the Licensee contact, the Licensee will provide written details of a replacement as soon as reasonably practicable of a person with equivalent qualifications and experience;
 - (b) where appropriate, make available to the Licensor's directors, office holders, employees, agents, consultants and sub-contractors such office and reasonable administrative support as may be necessary for the provision of the Licenses and Support (if applicable);
 - (c) take all necessary steps to ensure that its employees, Affiliates, agent, suppliers, third parties or subcontractors (as applicable) abide by the terms of this Licence. For the

avoidance of any doubt, the Licensee shall fully indemnify the Licensor from the Licensee's employees, Affiliates, agents, suppliers, third parties and subcontractors (as applicable) who fail to comply with the terms of this Licence;

- (d) ensure its employees, Affiliates, agents, consultants and sub-contractors (as applicable) co-operate fully with Licensor and make available at no expense to Licensor such suitably qualified and experienced personnel to provide information to Licensor for the purposes of providing the Licences and any relevant Support at no cost to the Licensor;
- (e) comply with the Documentation;
- (f) refrain from arbitrarily changing settings or configuration sets in the Software provided to the Licensee under this Licence save where authorised in writing to do so by the Licensor;
- (g) inform Licensor as soon as reasonably possible about any change of the location where the Software will be used by the Licensee and of Licensee's business address; and
- (h) adhere to fair usage of support in accordance with clause 11.2.

2.6 The Licensee shall be responsible for ensuring that all its existing equipment used to access the Software is reasonably safe and secure. Licensor accepts no liability (other than for wilful damage) for loss of data, interruption of supply of electricity or telecommunications or interruption of business occasioned as a result of the supply of the Software. It is the sole responsibility of the Licensee to take all necessary precautions to protect its data and ensure a regular backup arrangement is implemented prior to, during and after the Licensor's provision of the Software.

2.7 Licensor shall not be liable for losses (for avoidance of doubt such losses shall include special, direct, indirect or consequential losses) sustained or incurred by the Licensee arising directly or indirectly from the Licensee's failure or delay to perform any of its obligations as set out in this clause 2.

3. Restrictions

3.1 Except as expressly set out in this Licence or as permitted by any local law, you undertake:

- (a) not to copy the Software or Documentation except as reasonably necessary for back-up, archival or disaster recovery purposes, and further provided that all such copies shall bear the original and unmodified copyright, patent and other intellectual property markings that appear on or in the Software;
- (b) unless otherwise set out in this Licence, not rent, lease, sell, sublicense, assign or transfer your rights in the Software, or authorise any portion of the Software to be copied onto another individual or legal entity's computer
- (c) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by you during such activities:

- (i) is used only for the purpose of achieving inter-operability of the Software with another software program;
 - (ii) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
 - (iii) is not used to create any software which is substantially similar to the Software.
- (d) not to modify, port, adapt, or translate the Software;
- (e) to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;
- (f) to include our copyright notice on all entire and partial copies you make of the Software on any medium;
- (g) not to provide, or otherwise make available, the Software in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person without prior written consent from us;
- (h) to notify your employees and agents who may have access to the Software of the restrictions contained in this Licence and to ensure their compliance with these restrictions; and
- (i) to comply with all applicable technology control or export laws and regulations.

3.2 You may:

- (a) download, install and use the Software on the System for your internal business purposes only:
 - (i) on one central processing unit if the Licence is a single-user licence or the Software is for single use; or
 - (ii) if the Licence is multi-user or a network licence, by the number of concurrent users agreed.
- (b) provided you comply with the provisions in clause 3.1 make up to 1 copy of the Software for back-up purposes only;
- (c) receive and use any free Updates of the Software incorporating "patches" and corrections of errors as may be provided by us from time to time; and
- (d) use any Documents in support of the use permitted under clause 3.1 (a) and make up to 1 copy of the Documents as are reasonably necessary for its lawful use.

3.3 Any development licences purchased by the Licensee are only to be used in development environments only for development and testing purposes and are not to be used to run processes in production.

3.4 Licensor agrees that Licensee's data and/or Confidential Information may not be used by Licensor in whole or in part to train or optimize or as a source for any artificial intelligence tools or to train a large language model. The term artificial intelligence as used in this Agreement includes machine-based systems that are designed to operate with varying levels of autonomy, and that can, for a given set of

objectives, generate predictions, recommendations, content or decisions that influence real or virtual environments.

4. Intellectual property rights

4.1 Title to the Software and Documentation is not transferred to you. Ownership of all copies of the Software and Documentation and of copies made by you is vested in us and our respective licensors, subject to the rights of use granted to you in this Licence.

4.2 You acknowledge and agree that all Intellectual Property Rights in the Software and the Documentation throughout the world belong to us and our respective licensors, that rights in the Software are licensed (not sold) to you, and that you have no Intellectual Property Rights in, or to, the Software or the Documentation other than the right to use the Software and the Documentation in accordance with the terms of this Licence. You will take no actions which adversely affect Licensor's intellectual property rights in the Software.

4.3 You acknowledge that you have no right to have access to the Software in source code form.

4.4 Trademarks shall be used in accordance with accepted trademark practice, including identification of trademark owners' names. Trademarks may only be used to identify printed output produced by the Software, and such use of any trademark does not give you any right of ownership in that trademark.

4.5 The Licensor shall defend and indemnify the Licensee against all damages, costs, liabilities, expenses and settlement amounts finally awarded against the Licensee in connection with any claim or action by any third party alleging that the Intellectual Property provided under the Licence, with no input or direction or instruction from the Licensee, directly infringes any Intellectual Property Rights registered in the country in which the Licensor is providing Services (IPR Claim). The maximum aggregated liability for such indemnification outlined in this clause 4 shall be not exceed one million pounds sterling (£1,000,000) and shall count towards the overall cap as set out in clause 8.2.

4.6 If an IPR Claim is brought or in the reasonable opinion of the Licensor is likely to be made or brought, the Licensor may at its own expense ensure that the Licensee is still able to use the Licence by either:

(a) modifying any and all of the provisions of the Licence without reducing the performance and functionality for any or all of the provision of the Licence, so as to avoid the infringement or the alleged infringement, provided that the terms herein shall apply mutatis mutandis to such modified or substituted services and such modified or substituted services shall be acceptable to the Licensee, such acceptance not to be unreasonably withheld; or

(b) procuring a licence or permission to use the Licence on terms which are Policies to the Licensee, such acceptance not to be unreasonably withheld.

4.7 The Licensee shall promptly notify the Licensor if any IPR Claim or demand is made or action brought against the Licensee for infringement or alleged infringement of any third party right which may affect the provision of Licence.

- 4.8 The Licensee shall fully pay and indemnify the Licensor and hold it harmless on demand, from and against all actions, claims, liabilities, demands, proceedings, costs suffered or incurred by Licensor, arising by reason of claims that the Licensee or any of its end users modify, alter, replace combine with any other data, code, documents or other software, which alters the Software and such alterations infringe the Intellectual Property Rights of a third party. This indemnity applies whether or not legal proceedings are instituted and, if such proceedings are instituted, irrespective of the means, manner or nature of any settlement, compromise or determination. This indemnity shall survive the expiration or termination of this Licence.
- 4.9 This clause 4 sets out the entire liability of the Licensor with respect IPR Claims by the Documentation, Software or any other materials supplied by the Licensor (or its Resellers), or use thereof, and the Licensor shall have no additional liability with respect to any alleged or proven infringement.
- 4.10 The Licensor shall have no liability to indemnify or hold the Licensee harmless for any payment made by the Licensee in settlement or compromise of any IPR Claim against the Licensee.
- 4.11 The Licensee is solely responsible for any content, application or software that the Licensee or its end-users load into or create within any service or offering. Subject to the limitation of liability herein, the Licensee agrees, at its sole cost and expense, to indemnify, defend and hold the Licensor (and its Resellers) harmless from and against any claims, losses or settlement arrangements arising out of or in connection with: (i) any such content, application or software, or any loss or corruption thereof, (ii) any use of the Licence, Software or Documentation in violation with the terms of this Licence .
5. Confidentiality Obligations
- 5.1 Confidential Information means information designated by the party disclosing such information (Disclosing Party) as "confidential" or "proprietary" or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of the disclosure. Licensee's Confidential Information includes Licensee data. Licensor's Confidential Information includes any information related to the structure, organization and code of the Software (including the Licence Key) and its performance, functionality, and reliability. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault of the party that receives such information from the Disclosing Party (Receiving Party); (ii) is in the Receiving Party's possession prior to receipt from the Disclosing Party; (iii) is acquired by the Receiving Party from a third-party without breach of any confidentiality obligation to Disclosing Party; or (iv) is independently developed by Receiving Party without reference to the Disclosing Party's Confidential Information.
- 5.2 Confidential Information is and will remain the exclusive property of the Disclosing Party. In addition to any other obligations required of it under clause 5 herein, the Receiving Party will: (i) use Disclosing Party's Confidential Information solely for the performance of the activities contemplated by this Licence; (ii) disclose such information only to its employees, agents, professional advisors and contractors who are bound by obligations of confidentiality at least as strict as those contained in this clause 5; (iii) protect Disclosing Party's Confidential Information against unauthorised use or disclosure using the same degree of care it uses for its own Confidential Information, which in no event will be

less than reasonable care; and (iv) upon written request, return or destroy all copies of the Disclosing Party's Confidential Information that are in its possession or control.

6. Warranty

6.1 We warrant that:

- (a) the Software will, when properly used and on a System for which it was designed, perform substantially in accordance with the functions described in the Documents; and
- (b) that the Documents correctly describe the operation of the Software in all material respects.

6.2 You must notify us in writing of any defect or fault in the Software as a result of which it fails to perform substantially in accordance with the Documents, we will, at our sole option, either repair or replace the Software, provided that you make available all the information that may be necessary to help us to remedy the defect or fault, including sufficient information to enable us to recreate the defect or fault.

6.3 Licensor, its Affiliates, and its Reseller's entire liability and your exclusive remedy for the warranty above shall be to repair or replacement of the Software.

6.4 This warranty does not apply if the Software: (i) has been altered, except by Licensor or its authorised representative, (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Licensor, (iii) if the defect or fault in the Software results from Licensee having used the Software in breach of the terms of this Licence or (iv) if failure of the Software has resulted from accident, abuse, misapplication, abnormal use, Trojan horse, virus, or any other malicious external code.

6.5 Licensee acknowledges that the Software has not been developed to meet Licensee's individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documentation meet your requirements.

6.6 Licensor does not warrant that the operation of the Software will be uninterrupted or error free.

6.7 The Licensor shall use commercially reasonable endeavours to ensure that no virus, time bomb, trap door or other equipment or software disabling device is introduced by it into the Software and will use reasonable endeavours to meet any performance dates for the Software (if dates are specified in the Order Form), but any such dates shall be estimates only and time shall not be of the essence of the performance of the Software.

6.8 The foregoing limited warranty and remedies state the sole and exclusive remedies for Licensor, its Affiliates, or Resellers' breach of warranty. Licensor, its Affiliates, or Resellers do not and cannot warrant the performance or results you may obtain by using the Software. Except for the foregoing limited warranties under this Licence, and for any warranty, condition, representation or term to the extent which the same cannot or may not be excluded or limited by law applicable to you in your jurisdiction, Licensor, its Affiliates or Resellers make no warranties, conditions, representations or terms, express or implied, whether by statute, common law, custom, usage or otherwise as to any other matters. To the

maximum extent permitted by applicable law, Licensor, its Affiliates, and Resellers' disclaim all other warranties and conditions, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, informational content or accuracy, quiet enjoyment, title and non-infringement, with regard to the Software, and the provision of or failure to provide support services.

6.9 THE LIMITED WARRANTY SET FORTH IN THIS CLAUSE 6 GIVES LICENSEE SPECIFIC LEGAL RIGHTS. LICENSEE MAY HAVE ADDITIONAL RIGHTS UNDER LAW WHICH MAY VARY FROM JURISDICTION TO JURISDICTION. LICENSOR DOES NOT SEEK TO LIMIT LICENSEE'S WARRANTY RIGHTS TO ANY EXTENT NOT PERMITTED BY LAW. TO THE EXTENT PERMITTED BY LAW, LICENSOR LIMITS ITS LIABILITY UNDER ANY STATUTORY OR IMPLIED CONDITION, WARRANTY OR GUARANTEE THAT CANNOT BE EXCLUDED, TO THE REMEDIES SET OUT IN CLAUSE 6.2.

7. Termination

7.1 This Licence shall continue, unless terminated earlier in accordance with the provisions set out herein, for a period of 12 months or such other period of time if agreed by the parties in an or if agreed by Licensee in an Order Form with a Reseller authorized to sell Licensor's products, for the duration of the licence purchased from the Reseller.

7.2 This Licence will be terminated immediately:

- (a) By Licensor by written notice to you if you commit a breach of this Licence which you fail to remedy (if remediable) within ten (10) days after the service of written notice requiring you to do so and immediately if the breach becomes irremediable;
- (b) By Licensor if you are not able to provide proof of payment to Licensor, its Affiliates, or Resellers for the Software (upon request);
- (c) By Licensor or its Reseller if you fail to pay any portion of the applicable Licence Fee and you fail to cure that payment breach within thirty (30) days of written notice;
- (d) By either party if the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- (e) By either party if the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (f) By Licensee if Licensor commits a material breach of this Licence that is uncured within thirty (30) days of written notice from the Licensee of such material breach.

7.3 If the Licensor exercises its rights under clause 7.2 then without prejudice to any other right or remedy available to the Licensor, the Licensor shall be entitled to cancel or suspend the supply of the Licences without any liability.

7.4 Upon termination for any reason:

- (a) all rights granted to you under this Licence shall cease;
- (b) you must cease all activities authorised by this Licence;
- (c) you must immediately delete or remove the Software from all computer equipment in your possession and immediately destroy or return to us (at our option) all copies of the Software then in your possession, custody or control and, in the case of destruction, certify to us that you have done so;
- (d) pay for all remaining amounts owing to the Licensor including any applicable interest and in respect of the Licences supplied but for which no invoices has yet been submitted, the Licensor shall submit an invoice, which shall be payable by the Licensee immediately on receipt.
- (e) comply with any other reasonable request from us.

7.5 Termination under this Licence shall not affect any of the parties rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Licence that existed at or before the date of termination.

7.6 The terms and conditions set forth in Clauses 3, 4, 5, 7.5, 8, 12 and 14 shall survive termination as applicable.

8. Limitation of Liability

8.1 We shall not in any circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence for:

- (a) loss of profits, sales, business, or revenue;
- (b) business interruption;
- (c) loss of anticipated savings;
- (d) loss or corruption of data or information;
- (e) loss of business opportunity, goodwill or reputation;
- (f) any special, indirect or consequential loss, damage, charges or expenses; or
- (g) loss or damage suffered by the Licensee as a result of any action brought by a third party (save for any action brought by a third party that are covered by the indemnity in clause 4.5) even if such loss was reasonably foreseeable or the Licensor had been advised of the possibility of the Licensee incurring the same.

8.2 Other than the losses set out in clause 8.1 (for which we are not liable), each Party's maximum aggregate liability under or in connection with this Licence whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to either (i) a sum equal to 100% of the Licence Fee paid in the twelve (12) months preceding a claim or (ii) in the event that we have agreed in writing to alternative means of compensation for the grant of the licence then each Party's liability

shall be limited to , a sum equal to 100% of the retail value of the Software licensed to the Licensee (as set out in the Order Form) in the 12 months preceding the claim. This maximum cap does not apply to clause 8.3. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL AND REPUTATION, OR LOSS OF, DAMAGE TO OR CORRUPTION OF DATA, EVEN IF LICENSEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3 For customers in the United Kingdom only, nothing in this Licence shall limit or exclude a party's liability for:

- (a) death or personal injury resulting from our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any other liability that cannot be excluded or limited by English law.

8.4 To the extent permitted by applicable law, the Licensor shall not be liable for any failure to provide support services where such failure results from the user's support usage exceeding fair use limits as described in clause 11.2. The Licensor's decision to restrict, suspend, modify or terminate support under clause 11.2 shall not constitute a breach of this EULA, nor shall it give rise to any claim for damages, refunds, or other remedies.

9. Fees and Payments

9.1 For customers within the United Kingdom or the European Union, any quote given by the Licensor for the Licence shall not constitute an offer. Quotes remain open for acceptance for a period of thirty (30) days from the date of the quote after which they shall lapse automatically, unless stated otherwise in the relevant quote. Where the Licensee requests to purchase the Licence in a foreign currency then the quote will remain open for a maximum period of fifteen (15) days, unless stated otherwise in the relevant quote.

9.2 Licensee shall pay to Licensor, its Affiliates, or its Reseller as applicable, the Licence Fee and other charges and expenses without right of deduction or set-off as set out in the quote and/or the Order Form; where no charge has been quoted (or a quoted price is no longer valid) the charges listed in the Licensor's published price list current at the date of acceptance of the order shall be payable. The Licence Fee shall be payable in the currency shown on the Order Form and shall be payable on the date set out in the Order Form unless such date is silent, in which case, 30 days from the invoice date prior to the Software being provided to you, unless otherwise negotiated with Licensor, its affiliates, or its Reseller as applicable. In the event the Licensee pays by direct debit, the details of such direct debit payments shall be set out in the Order Form.

9.3 The Licensor reserves the right by giving written notice to the Licensee to amend the pricing of the Software to reflect any increase in price that is due to:

- (a) any delay caused by the failure of the Licensee to give the Licensor adequate information or instructions;

- (b) any factor beyond the control of the Licensor (including foreign exchange fluctuations, increases in taxes, levies, duties, withholding taxes, and increases in labour, materials and other manufacturing costs); or
 - (c) any request by the Licensee to change the delivery/ performance date(s), quantities or types of Software ordered or the Order Form.
- 9.4 All payments by the Licensee hereunder shall be in pound sterling for customers in the United Kingdom, the euro for the European Union, and the dollar for the United States, unless otherwise agreed or set out in the Order Form and shall be paid to the Licensor's bank account as advised by the Licensor to the Licensee in writing.
- 9.5 All amounts stated are gross amounts but exclusive of VAT or other sales tax which shall be paid by the Licensee, if applicable, at the then prevailing rate subject to receipt of a valid VAT invoice or other sales tax invoice.
- 9.6 Should the Licensee be required by any law or regulation to make any deduction on account of tax including but not limited to withholding tax or otherwise on any sum payable under the Licence, the Licence Fees payable shall be increased by the amount of such tax to ensure that the Licensor receives a sum equal to the amount to be paid under the applicable Order Form.
- 9.7 Without prejudice to any other remedy that the Licensor may have, if payment of the Licence Fees or any part thereof is overdue then unless the Licensee has notified the Licensor in writing that such payment is in dispute within 10 days of the receipt of the corresponding invoice the Licensor may, without prejudice to any other rights or remedies, charge the Licensee interest on the overdue amount at the rate of 1.5% per annum or as allowed under the applicable tax jurisdiction..
- 10. Data Protection
- 10.1 10.1 This Clause 10 and Schedule 2 apply only to the extent that, and only for so long as, the Licensor processes any Licensee Personal Data. For these purposes, "processes" includes any form of access to, observation of, exposure to, storage, transmission, interaction with, or other handling of Licensee Personal Data by the Licensor, whether such Licensee Personal Data is accessed directly by the Licensor, indirectly via the Software, or otherwise made available through the Licensee's use of the Software or related support services. For the avoidance of doubt, this Clause 10 and Schedule 2 shall apply irrespective of whether the Licensee Personal Data is stored on the Licensor's systems or merely made visible, incidentally accessible, or capable of being interacted with during the performance of the Licensor's obligations hereunder. For the purposes of this Clause 10, the terms *controller*, *processor*, *data subject*, *personal data*, *personal data breach*, and *processing* shall have the meaning given to them in the Applicable Data Protection Laws.
- 10.2 10.2 Both parties will comply with all applicable requirements of Applicable Data Protection Laws. This Clause 10 is in addition to, and does not relieve, remove, or replace, a party's obligations or rights under Applicable Data Protection Laws. For purposes of this Agreement, "Applicable Data Protection Laws" means (a) the UK GDPR and the Data Protection Act 2018, (b) the European Union General

Data Protection Regulation (Regulation (EU) 2016/679) to the extent applicable, and (c) all applicable U.S. federal and state data protection and privacy laws, regulations, and binding guidance, including without limitation the California Consumer Privacy Act of 2018 as amended by the California Privacy Rights Act of 2020 (collectively, the "CCPA, and any other U.S. state comprehensive privacy law that becomes applicable during the term of this Licence (collectively, "U.S. Data Protection Laws"), in each case as amended, supplemented, or replaced from time to time.

- 10.3 The parties have determined that, for the purposes of Applicable Data Protection Laws, the Licensor shall process the Licensee Personal Data set out in Schedule 2 as a processor on behalf of the Licensee.
- 10.4 Without prejudice to the generality of Clause 10.2, the Licensee will ensure that it has all necessary appropriate consents, notices, authorisations, and lawful bases in place to enable lawful transfer and processing of the Licensee Personal Data to and by the Licensor for the duration and purposes of this Licence, including without limitation:
- (a) under the UK GDPR and EU GDPR, a valid lawful basis under Article 6 (and, where applicable, Article 9) and the provision of all required fair processing notices to data subjects;
 - (b) under the CCPA, the provision of all required disclosures in the Licensee's privacy policy regarding the categories of personal information collected, the purposes for which it is used, and the categories of third parties and service providers to whom it is disclosed; and
 - (c) under any other applicable U.S. Data Protection Law, compliance with all notice, consent, and opt-out requirements applicable to the Licensee's disclosure of personal data to processors or service providers.
- 10.5 In relation to the Licensee Personal Data, Schedule 2 sets out the scope, nature, and purpose of processing by the Licensor, the duration of the processing, and the types of personal data and categories of data subject.
- 10.6 To the extent that the Licensor processes Licensee Personal Data that is subject to any U.S. Data Protection Law:
- (a) The Licensor shall not sell, share (as defined under the CCPA), or otherwise make available to any third party the Licensee Personal Data for monetary or other valuable consideration, or for cross-context behavioural advertising purposes;
 - (b) The Licensor shall not retain, use, or disclose the Licensee Personal Data for any purpose other than the specific business purposes set out in Schedule 2 and as necessary to perform its obligations under this Licence, and shall not combine Licensee Personal Data with personal data received from or on behalf of any other person or entity, or collected from the Licensor's own interactions with data subjects, except as expressly permitted by the applicable U.S. Data Protection Law;

- (c) The Licensor shall provide reasonable cooperation and assistance to the Licensee in responding to any verifiable consumer request, data subject access request, or similar request exercised by a data subject or consumer under any applicable U.S. Data Protection Law, including requests to know, access, correct, delete, or opt out of the sale or sharing of personal data;
- (d) The Licensor shall notify the Licensee without undue delay (and in any event within the timeframe required by applicable law) upon becoming aware of any personal data breach involving Licensee Personal Data, and such notice shall include, to the extent reasonably available, the information required under applicable U.S. state breach notification laws (including, as applicable, the nature of the breach, the categories and approximate number of individuals affected, and the measures taken or proposed to be taken to address the breach);

10.7 The Licensee hereby provides its prior, general authorisation for the Licensor to:

- (a) appoint processors to process the Licensee Personal Data, provided that the Licensor:
- (b) shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on the Licensor in this clause 10;
- (c) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of the Licensor; and
- (d) shall inform the Licensee in writing of any intended changes concerning the addition or replacement of the processors, thereby giving the Licensee the opportunity to object to such changes provided that if the Licensee objects to the changes and cannot demonstrate, to the Licensor's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, the Licensee shall indemnify the Licensor for any losses, damages, costs (including legal fees) and expenses suffered by the Licensor in accommodating the objection.
- (e) transfer Licensee Personal Data outside of the UK as required for the Purpose, provided that the Licensor shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Licensee shall promptly comply with any reasonable request of the Licensor, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the Commissioner from time to time (where UK Data protection legislation applies to the transfer).

11. Support

11.1 Licensor offers Support for the Software as set out in Schedule 1 (Support Contract). You acknowledge that by agreeing to the terms of this Licence you are also agreeing to the terms of the Support Contract.

- 11.2 Licensor reserves the right, in its sole discretion, to restrict, suspend, modify, or terminate support services under this Licence for any user whose support usage significantly exceeds typical levels, in order to maintain system-wide quality, fairness, and availability of service. Licensor will use commercially reasonable endeavours to notify the Licensee should the Licensor identify that Licensee is approaching excessive use. Fair use may be deemed exceeded in circumstances including, but not limited to:
- (a) repeated requests for assistance with issues that are cosmetic or already addressed in the Documentation;
 - (b) excessive frequency of support requests that disrupt the Licensor's normal service operations or monopolize support resources;
 - (c) requests for support outside the scope of the licensed Software, including third-party integrations or custom modifications;
 - (d) failure to implement recommended fixes or updates, resulting in recurring or unresolved issues; and
 - (e) use of support services as a substitute for training, consultancy, or managed services.
12. Pre-release and evaluation product additional terms
- 12.1 If the product you have received with this Licence is pre-commercial release or beta Software (Pre-release Software), then this section applies. In addition, this section applies to all evaluation and/or demonstration copies of the Software, or any Software that is not noted as "General Release" version (Evaluation Software) and continues in effect until you purchase a Licence. To the extent that any provision in this section is in conflict with any other term or condition in this Licence this section shall supersede such other term(s) and condition(s) with respect to the Pre-release Software and/or Evaluation Software, but only to the extent necessary to resolve the conflict. You acknowledge that the Pre-release Software does not represent final product from Licensor, and may contain bugs, errors and other problems that could cause system or other failures and data loss. PRE-RELEASE AND/OR EVALUATION SOFTWARE IS PROVIDED TO YOU "AS-IS" WITH NO WARRANTIES FOR USE OR PERFORMANCE, AND LICENSOR DISCLAIMS ANY WARRANTY OR LIABILITY OBLIGATIONS TO YOU OF ANY KIND, WHETHER EXPRESS OR IMPLIED. WHERE LEGAL LIABILITY CANNOT BE EXCLUDED FOR PRE-RELEASE AND/OR EVALUATION SOFTWARE, BUT IT MAY BE LIMITED, LICENSOR'S LIABILITY, ITS AFFILIATES AND THAT OF ITS RESELLERS SHALL BE LIMITED TO THE SUM OF FIFTY POUNDS (GBP £50) IN TOTAL.
- 12.2 If the Evaluation Software has a time-out feature, then the Software will cease operation after the conclusion of the designated evaluation period. Upon such expiration date, your Licence will expire unless otherwise extended. Access to any files created with the Evaluation Software is entirely at your risk. You acknowledge that Licensor has not promised or guaranteed to you that Pre-release Software will be announced or made available to anyone in the future, Licensor has no express or implied obligation to you to announce or introduce the Pre-release Software. During the Licence Term, if requested by Licensor, you will provide feedback to Licensor regarding testing and use of the Pre-release Software, including error or bug reports.

- 12.3 If you have been provided the Pre-release Software pursuant to a separate written agreement, your use of the Software is governed by such agreement. You may not sublicense, lease, loan, rent, distribute or otherwise transfer the Pre-release Software or Evaluation Software. Upon receipt of a later unreleased version of the Pre-release Software or release by Licensor of a publicly released commercial version of the Software, whether as a stand-alone product or as part of a larger product, you agree to return or destroy all earlier Pre-release Software received from Licensor and to abide by the terms of the licence agreement for any such later versions of the Pre-release Software.
13. Audit
- 13.1 Licensor may, at its expense, digitally audit Licensee's compliance with this Licence upon thirty (30) Business Days prior written notice. Any such audit will be conducted during the Licensee's business hours and will not unreasonably interfere with the Licensee's business activities. Licensor will use commercially reasonable endeavours to notify the Licensee should the Licensor identify that Licensee is approaching excessive use. Licensee shall ensure to provide all reasonable assistance and information required to enable Licensor to determine whether the Licensee is in compliance with this Licence.
14. General Terms
- 14.1 Neither party shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment in violation of this Section shall be null and void. No assignment shall relieve the assigning party of any of its obligations hereunder unless the non-assigning party enters into a novation releasing the assigning party of its obligation under this Agreement.
- 14.2 Within the exclusive jurisdiction of the United Kingdom, this Licence does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence.
- 14.3 Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining sections will remain in full force and effect.
- 14.4 You agree that the Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the Export Laws). In addition, if the Software is identified as an export controlled item under the Export Laws, you represent and warrant that you are not a citizen of, or located within, an embargoed or otherwise restricted nation (including without limitation Iran, Syria, Sudan, and North Korea) and that you are not otherwise prohibited under the Export Laws from receiving the Software. All rights to use the Software are granted on condition that such rights are forfeited if you fail to comply with the terms of this Licence. The parties agree to abide by all applicable laws and regulations pertaining to this Agreement. Neither party will be liable for any delay in performance or failure to perform its obligations under this Licence due to any cause or event outside its reasonable control including, acts of God, epidemics or pandemics, civil or military authority, acts of war, accidents, third-party computer or communications failures, natural disasters or catastrophes,

strikes or other work stoppages or any other cause beyond the reasonable control of the affected party.

- 14.5 This Licence and each Order Form, and any applicable support contract, in respect of this Licence contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior written and oral understandings of the parties with respect to the subject matter hereof. Any notice or other communication given under this Licence shall be in writing and shall have been properly given by either of us to the other if sent by certified or registered mail, return receipt requested, or by overnight courier to the address shown on Licensor's website for Licensor and the address shown in Licensor's records for you, or such other address as the parties may designate by notice given in the manner set forth above.
- 14.6 Each party is duly authorised and empowered to agree to this Licence. If, for any reason, any provision of this Licence is held invalid or otherwise unenforceable, such invalidity or unenforceability shall not affect the remainder of this Licence, and this Licence shall continue in full force and effect to the fullest extent allowed by law. The parties knowingly and expressly consent to the foregoing terms and conditions.
- 14.7 This Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law for customers in the United Kingdom or the European Union, and the laws of the State of Delaware for customers in the United States. We both irrevocably agree to these exclusive jurisdictions.
- 14.8 For all communications and questions regarding these Agreement terms, please direct to:

Customers from the United States of America

Declaration Software Inc.

251 Little Falls Drive, Wilmington, Delaware (DE) 19808

info@declarationsoftware.com

Customers from the United Kingdom, European Union and rest of the world

Declaration Software Limited (Company No. 12262043)

Room 73, Wrest House Wrest Park, Silsoe, Bedford, England, MK45 4HR

info@declarationsoftware.com

Definitions and Interpretation

In this Licence, the following expressions shall, except where the context otherwise requires, have the following respective meanings:

Affiliate	means any individual, corporation or partnership or any other entity or organization (a "person") that controls, is controlled by or is under common control with a Party. For purposes of the preceding definition, "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through ownership of voting securities or by contract or otherwise.
Applicable Protection Laws	<p>Data means:</p> <p>a) To the extent the UK data protection legislation applies, all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 ("DPA 2018") (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.</p> <p>b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Licensor is subject, which relates to the protection of personal data.</p>
Business Day	means a day, other than a Saturday or Sunday, or which is not required as a federal holiday in the United States or on which banks are generally open for business in London.
Commissioner	means the Information Commissioner (see section 114, DPA 2018).
EU GDPR	means the General Data Protection Regulation ((EU) 2016/679).
Intellectual Rights	<p>Property means any and all patents, rights to inventions, copyright and related rights, moral rights, trade-marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and Licensor's ownership rights extend to any images, photographs, animations, videos, audio, music, text and "applets" incorporated into the Software, all accompanying printed materials and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.</p>
Licence Fee	means the fee for the Software as more fully set out in the Order Form.

Licence Key	means licence keys, codes or files provided by Licensor which allow the Licensee to use the Software subject to the terms and conditions of this Licence.
Licence Term	means a period of 12 months from the date in the applicable Order Form
Licensee Personal Data	means any personal data which the Licensor processes in connection with this Licence, in the capacity of a processor on behalf of the Licensee.
Order Form	means the order form, quote, invoice, or set up form which sets out the number of licences, the Licence Fee, the commencement date of the use of the Software as well as any other details necessary.
Purpose	means the purposes for which the Licensee Personal Data is processed, as set out in Schedule 2.
Reseller	means an authorised reseller of the Licensor.
Support Territory	means the support offered by the Licensor as set out in Schedule 1. Worldwide.
Trademarks	means those registered trademarks of Licensor.
UK GDPR	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.
Updates	means all updates, upgrades, bug fixes, error corrections, enhancements and other modifications to the Software and backup copies thereof.

Schedule 1: Schedule for Support Services

1. Basic Support:
 - 1.1. Basic Support (in accordance with this paragraph 1) is included as part of the Licence Fee in accordance with the below (which does not include the Out of Scope Basic Support set out in paragraph 2) and the Support Service Availability Hours of Service (as defined in paragraph 5).
 - 1.2. In the event that the Licensee requires, it shall create a ticket using the following link:
<https://tickets.powersyncpro.com/>
 - 1.3. The Licensee shall provide the Licensor with all necessary detailed steps, information and access to Licensee's system in order to validate the issue. Licensee must confirm the pre-agreed check list which can be by email to, and may obtain updates regarding open tickets via help@support.powersyncpro.com
 - 1.4. The Licensor undertakes the following during the Licence Term to support the Software:
 - (a) to use commercially reasonable endeavors to respond to the Licensee's request within four (4) hours; and
 - (b) to use commercially reasonable endeavors to resolve issues via a fix or workaround.For the avoidance of doubt, where the issue is caused by the Licensee installing the Software on a System other than for which it was designed and/or the Licensee has not complied with paragraph 1.3, the Licensor shall have no obligation to provide the Basic Support and accordingly disclaims any and all liability arising from any delay and/or non-performance (in full or in part) in adhering to the Basic Support timing requirements set out in this paragraph 1.4.
 - 1.5. Basic Support may necessitate the Licensor setting changes on the Licensee's tenant, machine or settings deployed to Licensee's machine and the Licensee hereby acknowledges and agrees that the Licensor is permitted to access and make such changes as may be necessary.
 - 1.6. If the issue is caused by Licensee alterations to, or modifications of, the whole of any part of the Software, then Advance Support (as set out at paragraph 4), managed services or consulting services may be required and the parties shall enter into good faith discussions with regard to the commercial terms in respect thereof.
 - 1.7. In the event there is a bug in the Software, the Licensor will keep the Licensee informed on the progress of the fix or workaround but cannot guarantee a defect resolution or timeframe due to the changing nature of cloud software and its interdependencies.
 - 1.8. The Licensor shall provide Basic Support in order to assist the Licensee using commercially reasonable endeavours to establish the root cause and recommend potential fixes but limited to a maximum of two (2) hours investigation duration per support ticket raised.
 - 1.9. If or when Basic support is not sufficient to handle the request, Advance Support, managed services or consulting services should be purchased from the Licensor to increase the level of support offered by the Licensor [and/or SLA] and the parties shall enter into good faith discussions in respect thereof.
2. Service Level Agreement (SLA)
 - 2.1. During the Working Hours, Licensor shall use commercially reasonable endeavours to respond to all emails received from the Licensee at the Service Desk Email Address within four (4) hours.

- 2.2. No defect resolution SLA is available from Licensor as once issues have been identified and classified the resolution will depend on the partner/ client's project team resolving the required changes.
- 2.3. There are no restrictions on the number of tickets a Licensee can submit, and the Licensor provides access to the support team, covering 3rd line experience and expertise within the scope of the services described for all tickets.

3. Advanced Support

- 3.1. Advanced Support can be purchased by Licensee to include email and remote online or phone-based diagnosis and troubleshooting to speed up support service. Remote diagnosis may require more than one (1) interaction or call or an extended session, and Licensor may request access to Licensee's environment to troubleshoot the issue, and such access shall be promptly provided by the Licensee. In the event that access to Licensee's environment is not promptly provided, the Licensor disclaims any and all liability arising from any delay and/or non-performance (in full or in part) of the Advanced Support.
- 3.2. After the Licensor has initially validated the issue, the Licensor may offer additional support options at an additional charge, including, without limitation, consulting services or managed services and the parties shall enter into good faith discussions in respect thereof. Remote diagnosis will confirm which support option will be most suitable for the client's need.

4. Support Service Availability

Licensor	
Service Desk Email Address	help@support.powersyncpro.com
Hours of Service	9am – 5pm Monday to Friday in the customers applicable region (excluding holidays).

Schedule 2: Particulars of Processing (as applicable)

Data subjects:	<p>Licensee personnel</p> <p>Licensee clients</p> <p>Licensee third parties</p> <p>Business contacts in general</p>
Types of personal data:	<p>Name</p> <p>Job title</p> <p>Email address</p> <p>Phone number</p> <p>Business/home address</p> <p>Date of birth</p> <p>Place of birth</p> <p>Any other personal data provided by Licensee to the Licensor</p>
Special categories of personal data:	None
Purpose of processing:	<p>In the case of data subjects other than staff: for the purpose of providing IT services and support to Licensee's business (as applicable).</p> <p>In the case of staff: for the purpose of providing IT services and support for Licensee's employment and HR matters.</p>
Nature of processing:	As set out in the body of the Licence.
Additional instructions:	None