

End User Licence Agreement

Version 2026-08-09 · Effective 9 August 2026

Permanent link: tactful.ai/eula/2026-08-09

Tactful Ltd · Company No 10279888 · The Venture Centre, Stirling House, Cambridge Innovation Park, Denny End Road, Waterbeach, Cambridge, United Kingdom, CB25 9PB

1. EULA

1.1. The terms and conditions set out in this document (the "EULA") apply to all Products licensed for use under an Order Form and services related to such Product(s).

1.2. This EULA, together with the relevant Order Form, is a legally binding contract between:

- (A) TACTFUL LTD., a private limited company incorporated and registered in England under registration number 10279888, with registered office at The Venture Centre, Stirling House, Cambridge Innovation Park, Denny End Road, Waterbeach, Cambridge, United Kingdom, CB25 9PB, where the User Subscription is purchased directly from Tactful Ltd; OR
- (B) Tactful LTD's authorised reseller, where the User Subscription is purchased indirectly through a reseller, as applicable, the "Supplier"; AND
- (C) the corporate entity wishing to access and use the Product(s) (the "Customer") that has, through its authorised representative, subscribed to use the Product(s) in an Order Form.

1.3. This EULA is designed for electronic execution by the Customer acting through its authorised representative.

1.4. By scrolling through this EULA and clicking "Accept" (or completing such other affirming acts required by the registration process) (the "Electronic Signature"), the Customer (through its authorised representative) unconditionally confirms to the Supplier that such authorised representative has all necessary authority to accept the terms of this EULA for and on behalf of the Customer.

1.5. The Supplier and the Customer each agree that the Electronic Signature shall have equivalent standing in applicable law to a physical signature.

2. Commencement and Term

2.1. This Agreement (as defined in the Order Form):

- **2.1.1.** is effective from the date of the relevant Order Form or the date that the Electronic Signature is created (whichever occurs first) (the "Effective Date"); and
- **2.1.2.** shall continue for: (a) the initial period specified in the Order Form; or (b) where the Order Form is silent as to the initial period, an initial period of twelve (12) calendar months from (and including) the Effective Date (the "Term").

2.2. The Term shall be automatically extended for further successive periods equal to the initial Term (each a "Renewal Period") unless and until one party gives written notice to the other of its intention not to renew the Agreement at the end of the initial Term or the relevant Renewal Period

(as the case may be) and provided that such written notice is received by such other party at least:

- **2.2.1.** ninety (90) days (where the initial Term is for twelve (12) months or longer); or
- **2.2.2.** thirty (30) days (where the initial Term is for a shorter period than twelve (12) months), prior to the expiry of the: (1) initial Term (in respect of the first renewal); or (2) the then current Renewal Period (in the case of the second, and all subsequent, renewals).

3. Use of the Products

3.1. Subject to the Order Form and the terms of this EULA, Supplier grants the Customer a non-exclusive, worldwide, and non-transferable right to permit the Authorised Users to access and use the Product(s) through the Portal during the Term.

3.2. The Customer acknowledges and agrees that the Product(s) (and any and all materials made available by and/or on behalf of Supplier in connection with the use of the Product(s)) have been licensed for use and not sold to the Customer.

3.3. The licence is subject to the restrictions specified in the Order Form, including restrictions on the number of Authorised Users who may be permitted to access the Product(s).

3.4. The Customer shall not:

- **3.4.1.** authorise more Authorised Users to access the Product(s) than the number of User Subscriptions that the Customer has purchased from time to time in the Order Form;
- **3.4.2.** permit any User Subscription to be used by more than one individual Authorised User unless such User Subscription has been reassigned in its entirety to another individual Authorised User, in which case the Customer shall procure that the previous Authorised User shall cease accessing the Product(s);
- **3.4.3.** permit anyone to access the Product(s) who is not an Authorised User;
- **3.4.4.** access, store, distribute or transmit any software, code, file or programme which may prevent, impair or otherwise adversely affect the operation of the Product(s) (including without limitation worms, Trojan horses, viruses and other similar things or devices) or submit any material to the Product(s) that: (i) is harmful, discriminatory, threatening, defamatory, obscene, infringing, harassing, or offensive; (ii) is submitted unlawfully (including in breach of the data privacy laws) or facilitates illegal activity; (iii) is incomplete, inaccurate, or intended to deceive; or (iv) could cause damage or injury to any person or property;
- **3.4.5.** incorporate any script language or internet bots which may adversely impact the operation of the Product(s);
- **3.4.6.** copy, adapt, reverse engineer, de-compile, disassemble, modify, adapt or make error corrections to the Product except where mandatory applicable law requires otherwise and where Supplier is not prepared to: (a) carry out necessary de-compilation in return for a reasonable fee; or (b) provide the information reasonably sufficient to negate the necessity for de-compilation;
- **3.4.7.** attempt to, circumvent, disable, or otherwise interfere with any security related features of the Product(s) (including features that enforce limitations of use or prevent copying);

- **3.4.8.** access the Product(s) in order to build a product or service (or to assist a third party to build a product or service) which competes with the Product(s) or the business of Supplier;
- **3.4.9.** use the Product(s) to provide services to third parties without the permission of Supplier; or
- **3.4.10.** remove Supplier's trademark, copyright notice or any other proprietary notice from the Product(s).

4. The Product(s) and Service Levels

4.1. Supplier makes the Product(s) available with reasonable skill and care and shall ensure that the Product(s) performs (in technical and functional respects) substantially in accordance with the description of the Product(s) specified in the Order Form.

4.2. Where the Supplier performs "Professional Services" under an Order Form, it warrants to the Customer that it shall perform such Professional Services with reasonable diligence, skill, and care and substantially in accordance with the specification for the Professional Services documented in the Order Form.

4.3. Supplier has sole discretion and control over, and may modify at any time (with or without notice to the Customer), the functionality, performance, configuration, appearance and content of the Product(s).

4.4. Subject to clause 4.2, Supplier shall use reasonable endeavours to achieve the Service Level Targets described in the relevant Order Form (the "SLT") provided that any "availability" service level targets apply only in respect of Product(s) hosted on the Supplier Cloud.

4.5. With the exception of on-premise solutions and private cloud deployments, Supplier shall perform secure back-ups of Customer Data (as defined in clause 5.4) not less than once in every period of twenty-four (24) hours where the Product is hosted on the Supplier Cloud.

5. Disclaimers

5.1. Subject to clause 15.1 and except to the extent expressly set out in clause 4, Supplier gives no warranties, representations or other commitments to the Customer (or its Authorised Users) as to the functionality, performance, availability, transmission speeds, content, latency and/or accuracy of the Product.

5.2. Supplier does not warrant or represent that use of the Product(s) will be uninterrupted or error-free or that information obtained by the Customer through the Product(s) will meet the Customer's (or its Authorised Users) specific requirements.

5.3. Subject to clause 5.1, except as described in this EULA and/or in an Order Form, all warranties, conditions, representations, and terms (whether written or oral, express or implied by statute, common law, custom, trade usage, course of dealing or otherwise, including as to satisfactory quality, fitness for a particular purpose or use, accuracy, adequacy, completeness or timeliness) are hereby excluded under this EULA and the Order Form to the fullest extent permitted by applicable law.

5.4. In the event of any loss or damage to any Customer Data, the Customer's sole and exclusive remedy shall be for Supplier to use its reasonable commercial endeavours to restore the lost or damaged Customer Data from the last available back-up of such Customer Data where Customer Data is hosted on the Supplier Cloud.

5.5. Supplier shall have no liability for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that use of the Product(s) may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

5.6. Subject to clause 15.1, Supplier shall have no liability under this EULA to the extent any such liability is caused by any one (or more) of the following:

- **5.6.1.** use of the Product(s) contrary to Supplier's instructions or user documentation (including being combined or used with software not approved in writing or provided by Supplier including third party web services);
- **5.6.2.** modification or alteration of the Product(s) by any party other than Supplier or Supplier's duly authorised sub-contractors;
- **5.6.3.** Customer modifications to, or use of, the Customer's computing systems;
- **5.6.4.** any alteration to the configuration of the Product(s) which have not been approved in writing by Supplier; and/or
- **5.6.5.** use of Product(s) otherwise than in accordance with the terms of this EULA.

6. Updates and New Versions

6.1. Except to the extent agreed between the parties (including as part of Supplier support services documented in an Order Form), Supplier is not required to furnish the Customer with any modifications, enhancements, upgrades, and/or releases to the Product that Supplier may develop from time to time.

6.2. Supplier shall not be responsible for obsolescence of the Product(s) that may result from changes in the Customer's requirements or computing environment.

7. Confidentiality

7.1. The obligations contained in this clause 7 shall not apply to Confidential Information that:

- **7.1.1.** is or becomes publicly known other than through any act or omission of the receiving party;
- **7.1.2.** was in the other party's lawful possession before the disclosure;
- **7.1.3.** is lawfully disclosed to the receiving party by a third party without restriction on disclosure; and/or
- **7.1.4.** is independently developed by the receiving party without use or reference to the other party's Confidential Information.

7.2. Each party shall:

- **7.2.1.** use all commercially reasonable efforts to hold the other party's Confidential Information in confidence (including by using the same care and discretion to avoid disclosure, publication or dissemination as it uses to protect its own similar information); and
- **7.2.2.** subject to clause 7.3, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than in connection with the provision or receipt of the Product (as the case may be).

7.3. Either party may disclose the other party's Confidential Information if and to the extent required by applicable law or by any regulatory body or securities exchange, provided that the disclosing party shall as soon as reasonably practicable and to the extent permitted by applicable law notify the other party in writing of the circumstances of such disclosure and the Confidential Information to which such disclosure applies.

7.4. The Customer warrants and represents to Supplier that it has the right to disclose the Confidential Information and to authorise Supplier to use such Confidential Information in connection with the Product.

8. Customer Personal Data

8.1. Each party shall comply with their respective obligations set out in the Data Protection Addendum incorporated by reference in the Order Form.

9. Use of Metrics and Aggregated Data

9.1. The Customer acknowledges and agrees that Tactful LTD collects metrics and use data for the following reasons:

- **9.1.1.** to develop, plan, implement improvements to the Product(s), such improvements may be recommended to the Customer;
- **9.1.2.** prepare accurate invoices;
- **9.1.3.** evaluate adoption rates and the success of new features and releases of the Product(s); and
- **9.1.4.** evaluate current performance of the Product,

and may anonymise and aggregate Customer Data (the "Aggregated Data") for use by Tactful LTD and Tactful LTD's representatives and/or Affiliates for the purposes of analysing market trends, creating and publishing press releases and white papers, and preparing case studies and the Customer hereby gives its consent to the same.

9.2. Aggregated Data will not be attributable to any particular Customer and Supplier shall ensure that the aggregation does not reveal data about a Customer that would have a negative commercial impact on the Customer without their consent.

9.3. For the purposes of this clause 9, "metrics and use data" means telemetry, configuration and usage-volume data relating to the operation of the Product(s), and does not include Customer Personal Data or the content of Customer conversations. Nothing in this clause 9 permits the Supplier to use Customer Data to train, fine-tune, re-train or evaluate any machine-learning, artificial-intelligence or generative model, whether in identifiable, pseudonymised, anonymised or

aggregated form. This clause 9 is subject to Section 12 (Use of Customer Data for Model Training) of the Data Protection Addendum published at tactful.ai/dpa, which applies to all Customers from 9 August 2026 irrespective of which version of that Addendum otherwise governs their Order Form.

10. Customer's Obligations

10.1. The Customer shall:

- **10.1.1.** comply with all applicable laws, regulations and binding codes of practice with respect to its activities under and in connection with this EULA;
- **10.1.2.** ensure that, to the extent it shares or makes available any personal data to Supplier, it is lawfully entitled to do so and does so in accordance with applicable laws;
- **10.1.3.** obtain and shall maintain all necessary licences, consents, and permissions necessary for it to: (a) provide and/or make available the Customer Data and personal data under this EULA; and (b) connect its computing environment to the Product(s);
- **10.1.4.** comply with the reasonable requests of Supplier in connection with the operation of the Product(s);
- **10.1.5.** ensure that its network and systems comply with the relevant specifications provided by Supplier from time to time; and
- **10.1.6.** be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Supplier's data centres (including, where relevant, the Supplier Cloud), and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

10.2. The Customer is responsible for all acts and omissions of its Authorised Users as if such acts or omissions were its own.

10.3. An obligation of the Customer contained in this EULA (unless the context reasonably requires otherwise) includes an obligation on the Customer to ensure that an Authorised User does not act, or omit to act, in breach of that obligation.

11. Fees and Payment

11.1. The "Fees" payable under and in connection with this EULA are described in the Order Form.

11.2. If Supplier has not received payment in full of the Fees by the Due Date, then without prejudice to any other rights and remedies of Supplier:

- **11.2.1.** Supplier may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Product(s) and Supplier shall be under no obligation to provide any or all of the services while the invoice(s) concerned remain unpaid; and
- **11.2.2.** interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of the Bank of England, commencing on the due date and continuing until fully paid, whether before or after judgement.

11.3. Pricing Updates and Modifications

11.3.1. The Supplier reserves the right to adjust the pricing for its Products and Services periodically to reflect changes in market conditions, operational costs, or other relevant factors.

11.3.2. For Customers purchasing directly from the Supplier: (A) Any pricing updates will be communicated to the Customer in writing, through the Supplier's website, or via email at least sixty (60) days before the effective date of the change. (B) Adjusted pricing will apply to new purchases, renewals, or ongoing subscriptions, provided the notice period has been met.

11.3.3. For Customers purchasing through an Authorised Reseller: (A) The Supplier will communicate any pricing changes to the Authorised Reseller at least sixty (60) days before the effective date. (B) The Authorised Reseller is responsible for notifying its Customers in accordance with their own contractual terms and obligations. (C) Adjusted pricing will apply in accordance with the Customer's agreement with the Authorised Reseller.

11.3.4. In cases of significant market fluctuations or regulatory changes, the Supplier may implement pricing changes within a subscription period. Such changes will be communicated with a minimum of sixty (60) days' notice to direct Customers and Authorised Resellers.

11.3.5. Customers purchasing directly from the Supplier have the right to terminate their subscription without penalty within thirty (30) days of receiving notice of a pricing change, should they find the updated pricing commercially unviable.

11.3.6. Customers purchasing through an Authorised Reseller must refer to the terms of their agreement with the Authorised Reseller for termination rights related to pricing changes.

11.3.7. Continued use of the Products and Services after the effective date of a pricing update constitutes acceptance of the updated pricing.

12. Intellectual Property Rights

12.1. The Customer acknowledges and agrees that Supplier, its Affiliates and/or its licensors own all Intellectual Property Rights in: (i) the Product (excluding the Customer Materials); (ii) all materials provided and/or made available as part of providing the Product (including as an output of professional services provided under an Order Form); and (iii) any/all adaptations, add-ons, modifications, updates, and/or enhancements to the Product and such materials (including at the request and/or suggestion of the or an Authorised User) (the "Supplier's IPR").

12.2. Supplier may freely incorporate into Supplier's IPR any feedback and/or suggested improvements to Supplier's IPR given by the Customer or an Authorised User.

12.3. Except as expressly stated in this EULA, the Customer shall have no right or interest in Supplier's IPR.

12.4. Subject to clause 9, the Customer, its Affiliates and/or its licensors own all Intellectual Property Rights in and to all of the Customer Materials and shall have sole responsibility for the legality, non-infringement, reliability, integrity, accuracy and quality of the Customer Materials.

12.5. The Customer hereby grants to Supplier (and its representatives and sub-contractors) a non-exclusive, non-transferrable right to use the Customer Materials strictly to the extent necessary for Supplier (or its Affiliate and/or Supplier's representative or sub-contractor as the

case may be) to provide and make available the Product(s) and as otherwise permitted in this EULA.

12.6. The Customer acknowledges and agrees that the Product(s) comprises commercially valuable, proprietary assets and trade secrets of Supplier, its licensors or its Affiliates, the design and development of which reflect the effort of skilled developers and the investment of considerable time and money by and/or on behalf of Supplier.

12.7. If (at any time): (a) through use of the Product(s); or (b) by operation of applicable law; or (c) otherwise, the Customer comes to own intellectual property rights in Supplier IPR, the Customer shall (promptly on request from Supplier and without delay) assign (or procure the assignment of) such intellectual property rights to Supplier and to the extent permitted by applicable law, waive (or procure the waiver of) all moral rights (and analogous rights) worldwide in connection with such Supplier IPR.

13. Indemnities

13.1. The Customer shall indemnify and hold harmless Supplier, its Affiliates, its and their officers, directors, sub-contractors, and employees against any Losses arising out of or in connection with any allegation or claim that the Customer Materials infringe any Intellectual Property Rights (the "Customer Indemnity").

13.2. Supplier shall ensure that: (i) the Customer is given prompt notice of any allegation or claim to which the Customer Indemnity applies; (ii) it provides reasonable co-operation to the Customer in the defence and settlement of such claim; and (iii) the Customer is given sole authority to defend or settle the claim.

13.3. Subject to clauses 13.4 and 13.5, Supplier shall indemnify and hold harmless the Customer against any claim made against it by a third party to the extent that such claim alleges that the Customer's use of the Product in accordance with this EULA infringes any Intellectual Property Rights belonging to that third party (the "Supplier Indemnity"), provided that Supplier indemnity shall only apply if: (i) Supplier is given prompt notice of any such claim (and in any event within five (5) days of the Customer becoming aware); (ii) the Customer provides reasonable co-operation to Supplier in the defence and settlement of such claim; (iii) the Customer takes all reasonable and timely action to mitigate all loss, damage, costs and expenses; and (iv) Supplier is given sole authority to defend or settle the claim.

13.4. In the defence or settlement of any claim to which Supplier Indemnity applies, Supplier may procure the right for the Customer to continue using the Product, replace or modify the Product so that it becomes non-infringing or, if such remedies are not reasonably available, terminate or suspend this EULA on notice to the Customer without any additional liability.

13.5. In no event shall Supplier, its employees, agents or sub-contractors be liable to the Customer to the extent that the claim is based on: (i) a modification of the Product by anyone other than Supplier or its representatives; (ii) an infringing Customer Material; or (iii) the Customer's use of the Product contrary to the instructions given to the Customer by Supplier.

13.6. The Customer shall have no rights and remedies in respect of infringement of any third party Intellectual Property Rights except as expressly set out in clause 13.3.

14. Termination

14.1. Without affecting any other right or remedy available to it, either party may terminate this EULA (and the relevant Order Form) with immediate effect by giving written notice to the other party if the other party commits a Material breach (or a series of persistent breaches which together amount to a Material breach) of any term of this EULA that: (i) is irremediable; or (ii) if such breach is remediable, is not so remedied within thirty (30) calendar days from written notice requiring remedy.

14.2. Without limiting Supplier's rights to terminate under clause 14.1, Supplier may terminate this EULA (and the relevant Order Form) if the Customer (or an Authorised User) commits any breach (Material or otherwise) of any one or more of the following clauses: 3 (USE OF THE PRODUCT(S)); 7 (CONFIDENTIALITY); and/or 10.1.1 (CUSTOMER'S OBLIGATIONS).

14.3. On termination or expiry of this EULA for any reason:

- **14.3.1.** all rights and licences granted under this EULA shall immediately terminate and the Customer must cease using the Product(s);
- **14.3.2.** each party shall return, and make no further use of, any equipment, property, and other items (and all copies of them) belonging to the other party; and
- **14.3.3.** Supplier may destroy or otherwise dispose of any of the Customer Materials in its possession.

14.4. Termination or expiry of this EULA (howsoever occurring) shall be without prejudice to any rights or liabilities which may have accrued up to the date of such termination or expiry.

14.5. Supplier may terminate this EULA (and the relevant Order Form) at any time for convenience (including in order to discontinue the Product) provided that where Supplier wishes to exercise its right to terminate for convenience it shall: (i) give the Customer as much advance notice of the termination as is reasonably practicable in the circumstances; and (ii) to the extent that any Fees have been paid in advance for access to the Product(s) that will not be supplied, promptly provide the Customer with a pro-rated refund of such Fees.

15. Liability

15.1. Nothing in this EULA or in an Order Form shall limit or exclude either party's liability to the other to a greater extent than is permissible under applicable law for Losses resulting from: (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any matter in respect of which Losses may not be limited or excluded under applicable laws.

15.2. Except as expressly provided otherwise in clause 15.3, nothing in this EULA (or in an Order Form) shall limit or exclude Losses that are subject to the Customer Indemnity or Supplier Indemnity or the Customer's breach of clause 3.4.8.

15.3. Subject to clause 15.1 and clause 15.2, neither party shall be liable to the other (or any third party claiming under or through the other) under any and all causes of action for Losses that comprise:

- **15.3.1.** loss of profit or revenue (except for the Fees);
- **15.3.2.** loss of anticipated savings;

- **15.3.3.** loss of contract or business opportunity;
- **15.3.4.** depletion of goodwill;
- **15.3.5.** loss or corruption of data or information except as described in clause 5.4; or
- **15.3.6.** any special, indirect or consequential loss,

in each case, whether arising directly or indirectly under or in connection with this EULA and whether or not reasonably foreseeable, reasonably contemplatable, actually foreseen or actually contemplated by a party at the Effective Date.

15.4. Subject to clauses 15.1, 15.2 and 15.3, each party's total aggregate liability to the other (and to any third party claiming under or through the other) in each Contract Year, in respect of all causes of action arising under and in connection with the relevant Order Form in that Contract Year, shall not exceed the total Fees paid by the Customer to Supplier under the relevant Order Form for the Contract Year in question.

15.5. The parties agree that the provisions of this clause 15 are considered by them to be reasonable in all the circumstances, having taken into account section 11 and the guidelines in schedule 2 of the Unfair Contract Terms Act 1977 and the nature of the services described in this EULA and the Fees.

16. Force Majeure

16.1. Other than in respect of the Customer's obligation to pay the Fees or agreed expenses, neither party shall have any liability to the other under this EULA or an Order Form if it is prevented from or delayed in performing its obligations, by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes, failure of a utility service or transport or telecommunications network, epidemic or pandemic, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.

17. General

17.1. Survival: The rights and obligations under provisions of this EULA which expressly or by their nature survive termination shall remain in full force and effect.

17.2. Sub-contracting: Supplier may sub-contract the performance of its obligations (or any part thereof) to any third party service-provider provided that Supplier shall remain responsible for all acts and omissions of such third party service-providers that result in a breach of the EULA.

17.3. Variations: Without prejudice to clause 4.3, no variation of this EULA shall be effective unless: (a) it is expressly and specifically documented in the Order Form; or (b) it is in signed writing and agreed by the parties, provided that the Supplier may amend this EULA and/or the SLT at any time by giving not less than thirty (30) days' advance notice to the Customer of the amendment. The Customer's consent to the amendment shall be deemed to have been given by its continued use of the Product following the expiry of such notice.

17.4. No Waiver: No failure or delay by a party to exercise any right or remedy provided under this EULA or by applicable law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

17.5. Severability: If any provision (or part of a provision) of this EULA is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

17.6. Notices: Any notice or other communication given to a party under or in connection with this EULA shall be in writing and shall be delivered by hand or pre-paid first-class post at its registered office, or by email to the addresses referred to in the Order Form. Any notice or communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt; if sent by post, at 9.00am on the second Business Day after posting; if sent by email, upon generation of a receipt notice by the recipient's server.

17.7. Entire Agreement: This EULA, the Order Form (and related sales agreement), and any documents referred to in them, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

17.8. Assignment: Except in respect of invoice financing or the recovery of a debt owed, neither party shall assign any of its rights under this EULA without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed provided that the Supplier may novate and/or assign this EULA to any entity which takes over responsibility for all or part of the Supplier's business.

17.9. Third Party Rights: This EULA does not confer any rights on any person or party (other than the parties to this EULA) pursuant to the Contracts (Rights of Third Parties) Act 1999.

17.10. No Partnership: Nothing in this EULA or through use of the Product(s) is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of the other party, nor authorise a party to make or enter into any commitments for or on behalf of the other party.

17.11. Governing Law & Jurisdiction: This EULA, the Order Form, and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this EULA and/or the Order Form.

18. Interpretation

18.1. In this EULA, the following definitions apply:

- **"Affiliate"** means, with respect to a party, any other entity Controlling, Controlled by, or under common Control with such party.
- **"Authorised User"** means the employees and representatives of the Customer.
- **"Confidential Information"** means any and all information that is proprietary and/or confidential in nature and is either clearly labelled as such or would, by its nature, be considered by a reasonable business person to be confidential.
- **"Contract Year"** means each successive period of twelve (12) calendar months from the Effective Date.

- **"Customer Data"** means any data or information submitted to the Product(s) by or on behalf of the Customer.
- **"Customer Materials"** means the Customer Data together with all other content, materials, logos, and/or other creative, graphic and/or design assets provided and/or made available to Supplier by the Customer under this EULA.
- **"Due Date"** means, unless provided otherwise in the Order Form, the date falling thirty (30) days from receipt of the relevant invoice.
- **"Intellectual Property Rights"** means patents, copyrights, design rights, trade marks, service marks, trade secrets, database rights, and all other forms of intellectual property right having equivalent or similar effect anywhere in the world.
- **"Losses"** means all losses, liabilities, damages, costs, charges, and reasonably incurred expenses (including management time, legal fees, other professional advisers' fees, and costs and disbursements of investigation, litigation, settlement, judgment, interest, fines, penalties and remedial actions) howsoever arising in connection with a party's breach of the EULA.
- **"Material"** in the context of classifying the seriousness of a breach means that such breach is more than trivial but need not be repudiatory and, if not remedied (or if not capable of remedy), may or is likely to have a serious impact on the benefit which the innocent party would otherwise derive from performance of the EULA.
- **"Order Form"** means an order for User Subscriptions completed by written order form, under a commercial agreement with an authorised reseller, or a digital order form completed through an online dashboard and/or workflow.
- **"Portal"** means the web application located at a URL provided by and/or on behalf of Supplier, being unique for each Customer.
- **"Product(s)"** means the software product(s) expressly specified in an Order Form.
- **"Supplier Cloud"** means the hosted environment provided and/or made available by Supplier.
- **"User Subscription"** means an individual user subscription purchased by the Customer from time to time for use by an Authorised User.

18.2. Last Updated: The terms of the EULA were last updated 9 August 2026 (clause 9.3 added).