

## 3T SOFTWARE LABS LIMITED

### 3T COMMUNITY EDITION - END USER LICENSE AGREEMENT

Any use of the Software (as defined below) is subject to the terms of this licence agreement ("**Agreement**"). Please read the full Agreement carefully.

The Customer confirms that it is an Eligible Customer and accepts and agrees to be legally bound by all terms and conditions of this Agreement by downloading and/or installing and/or using the Software. If the Customer is not an Eligible Customer or these terms are not accepted, the Customer must not download, install or use the Software.

#### IMPORTANT NOTICES:

This Agreement shall prevail over the Customer's standard terms and conditions (if any) attached to, enclosed with, or referred to in, the confirmation of order.

#### TERMS AND CONDITIONS:

##### 1 **Definitions and interpretation**

- 1.1 In this Agreement (except where the context otherwise requires) the following words and phrases shall have the following meanings:

**"Agreement Start Date"** means the date upon which the Software is downloaded or installed by the Customer (whichever is the earlier);

**"Authorised User"** means:

- (a) where the Customer is an academic institution, those employees and students of the Customer; or
- (b) where the Customer is a charity or other non-profit organisation, those of its employees, volunteers and/or members,

who are authorised by the Customer to use the Software and the Documentation;

**"Confidential Information"** means the Software, the source code of the Software along with any information which is either designated by the party disclosing it to be confidential or which ought reasonably to be considered confidential by the party receiving it;

**"Customer"** means the Consumer or legal entity that has accepted the terms of this Agreement by downloading and/or installing and/or using the Software, provided that where an individual who is an employee, student, volunteer or member (as applicable) of an academic or charitable organisation accepts the terms of this Agreement, the Customer will be the relevant academic organisation or charitable organisation and the Supplier will be entitled to assume that such individual has the authority to agree to such terms of behalf of the relevant academic or charitable organisation.

**"Documentation"** means the documents made available to the Customer by the Supplier online via <https://community.studio3t.com> or such other web address notified by the Supplier to the Customer from time to time which sets out a description of the

Services and the user instructions for the Software, and includes any news or tips displayed when using the Software;

**“Eligible Customer”** means the following types of customer:

- (a) an individual, providing that such individual is using the Software for personal use wholly outside of such individual's trade or profession (a **“Consumer”**);
- (b) an academic institution; or
- (c) a charitable organisation or other non-profit: (Excluding both central and local government departments)

**“Intellectual Property Rights”** means patents, registered designs, registered trade and service marks, registered copyright and modifications to and applications for any of the foregoing and the right to apply for protection for such registered rights anywhere in the world and inventions, discoveries, copyright, database rights, unregistered trade or service marks, brand names or know-how and any similar or equivalent rights whether capable of registration or not arising, applied for or granted under the laws of any country;

**“Licence”** means the licence to use the Software and the Documentation that is granted to the Customer by the Supplier, the terms of which are set out in clause 2 of this Agreement;

**“Licence Period”** means the period of time during which the Customer may use the Software and the Documentation pursuant to the Licence which shall commence on the Agreement Start Date and shall continue unless or until this Agreement is terminated in accordance with its terms;

**“OSE”** means an Operating System Environment which is all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights;

**“Purpose”** means:

- (a) where the Customer is a Consumer, the personal purpose of such Consumer;
- (b) where the Customer is an academic institution, the purpose of the private research of the Authorised Users;
- (c) where the Customer is a charitable organisation, the purpose of the charitable objects of the charity;

and providing that, in all cases, such purpose is non-commercial, meaning not primarily intended for, or directed towards, achieving commercial advantage or monetary compensation.

**“Services”** means the provision of the Software;

**“Software”** means 3T's proprietary software as further described and available for download at the following website <https://robomongo.org> that is provided to Customers free of charge, subject to the terms of this Agreement;

**“Supplier”** means 3T Software Labs Limited registered in England and Wales under number 10075999 whose registered office is at Newnham House, Cambridge Business Park, Cambridge, United Kingdom, CB4 0WZ;

**“Third-Party Components”** means components owned by third parties which are used in the Software;

**“UK GDPR”** means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018;

**“User Volume”** means the number of Authorised Users licensed to use the Software pursuant to the Licence which is the number selected by the Customer when downloading or installing the Software;

**“Viruses”** means anything or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices;

**“Working Day”** means Monday to Friday excluding bank and public holidays in England; and

**“Working Hours”** means 9am to 5pm UK time each Working Day.

## **2 Licence Grant**

- 2.1 The Supplier hereby grants to the Customer a non-exclusive, non-transferable right to use (and where applicable, to permit the Customer’s Authorised Users to use) the Software and the Documentation during the Licence Period only for the Purpose and at all times in accordance with the terms of this Agreement.
- 2.2 The Customer:
  - 2.2.1 shall only use and copy the Software for use on any OSE owned, leased and/or controlled by the Customer;
  - 2.2.2 shall not make the Software available for use by any third party (except the Authorised Users) in any manner whatsoever;
  - 2.2.3 may make one copy of the Software in machine readable form for normal operational security and back-up purposes, provided: (i) that the Customer must ensure that such copy is not installed on any OSE at any time when the original copy of the Software supplied to the Customer is installed upon any other OSE; (ii) the terms of the Licence will apply to such copy as it applies to the original copy of the Software; and (iii) such copy and the media on which it is stored will be the Supplier’s property

and the Customer shall ensure that such copy bears the Supplier's proprietary notice;

- 2.2.4 shall not reproduce, modify, adapt, merge, translate, disassemble, decompile, recompile or reverse engineer the Software or create derivative works based on the whole of or any part of the Software or incorporate the Software into any other program not provided by the Supplier. The information necessary to achieve interoperability of the Software with other programs is available from the Supplier on request; and
- 2.2.5 use the Documentation in accordance with the terms and subject to all restrictions set out in clause 5.
- 2.2.6 shall not:
  - (i) use the Software and Documentation for any commercial purpose;
  - (ii) access all or any part of the Software and Documentation in order to build a product or service which competes with the Software and/or the Documentation;
  - (iii) use the Software and/or Documentation to provide services to third parties;
  - (iv) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software and/or Documentation available to any third party except the Authorised Users, or
  - (v) attempt to obtain, or assist third parties in obtaining, access to the Software and/or Documentation, other than as provided under this clause 2.

### **3 Authorised Users**

- 3.1 Where Authorised Users are required to create an individual log-in to access the Software, the Customer undertakes to procure that each Authorised User shall keep a secure password for its use of the Software and Documentation and that each Authorised User shall keep their password confidential.
- 3.2 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Software and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.
- 3.3 The Customer undertakes:
  - 3.3.1 that the maximum number of Authorised Users that it authorises to use the Software and the Documentation shall not exceed the User Volume; and
  - 3.3.2 it will not allow or suffer any log-on credentials assigned to any individual Authorised User to be used by any party other than the individual to which such credentials have been assigned, unless such credentials are reassigned in their entirety to another individual Authorised User, in which

case the prior Authorised User shall no longer have any right to use the Software and/or Documentation.

#### **4 Monitoring usage**

- 4.1 The Supplier reserves the right to use a security mechanism within the Software to monitor usage of the Software by the Customer and its Authorised Users (including tracking compliance with User Volume if applicable) in order to establish that the Customer's and Authorised Users' use of the Software is in accordance with this Agreement. The Customer shall not engage in any activity designed to circumvent or obstruct, or which has the effect of circumventing or obstructing, the Software's monitoring and/or tracking capabilities.
- 4.2 In addition to the above, save where the Customer is a Consumer, the Customer shall permit the Supplier to audit usage of the Software no more than once per quarter, at the Supplier's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business.

#### **5 Documentation**

- 5.1 The Customer may possess and refer to the Documentation solely for the purposes of using the Software in accordance with the terms of this Agreement and shall not make the Documentation available for use by any third party in any manner.
- 5.2 The Customer shall not copy the whole or any part of the Documentation, and shall not remove any trade mark, copyright or proprietary notices from the Documentation.

#### **6 Availability**

- 6.1 Where the Supplier hosts the Software on its local server or third party servers, the Supplier shall use reasonable endeavours to make the Software available to the Customer 24 hours a day, seven days a week, except for maintenance performed outside Working Hours.
- 6.2 The Customer acknowledges that no support services are provided by the Supplier in respect of the Software.

#### **7 Customer's obligations**

- 7.1 The Customer shall:
  - 7.1.1 provide the Supplier with:
    - (i) all necessary co-operation in relation to this Agreement; and
    - (ii) all necessary access to such information as may be required by the Supplier;in order to provide the Services;
  - 7.1.2 comply with all applicable laws and regulations with respect to its activities under this Agreement; and
  - 7.1.3 ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this

Agreement and the Customer shall be responsible and liable for any breach of this Agreement by the Authorised Users.

## **8 Data collection and privacy policy**

- 8.1 How data is collected about the Customer and how this is used by the Supplier is detailed in the Supplier's privacy policy, which can be viewed at: <https://studio3t.com/privacy-policy/> ("**Privacy Policy**").

## **9 Intellectual Property Rights**

- 9.1 The Customer acknowledges that the Supplier owns, or is licensed to use, all copyright and other Intellectual Property Rights of whatever nature in and relating to the Software and the Documentation together with any customisation and/or configuration work carried out by the Supplier under the provisions of this Agreement.
- 9.2 The Supplier makes use of third-party components in the Software. The full list of Third-Party Components can be found in the installation folder of the Software

## **10 Warranties**

- 10.1 The Supplier:
- 10.1.1 does not warrant that the Customer's use of the Software will be uninterrupted or error-free; or that the Software, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and
  - 10.1.2 is not responsible 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 the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 10.2 THE CUSTOMER ACKNOWLEDGES THAT THE SOFTWARE IS PROVIDED 'AS IS' AND 'AS AVAILABLE'. EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, NO REPRESENTATION, GUARANTEE OR WARRANTY OF ANY KIND AS TO ITS FUNCTIONALITY, QUALITY, PERFORMANCE, SUITABILITY OR FITNESS FOR PURPOSE IS GIVEN TO THE CUSTOMER AND ALL CONDITIONS, WARRANTIES, TERMS AND UNDERTAKINGS, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, TRADE PRACTICE, CUSTOM, COURSE OF DEALING OR OTHERWISE (INCLUDING WITHOUT LIMITATION AS TO QUALITY, PERFORMANCE OR FITNESS OR SUITABILITY FOR PURPOSE) IN RESPECT OF THE SOFTWARE AND THE DOCUMENTATION ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

## **11 Limitation of liability**

- 11.1 Subject to clauses 11.2 and 11.3, the supplier shall have no liability whatsoever in respect of any losses in contract, tort or otherwise arising out of or in connection with the customer's use of the software or the documentation.
- 11.2 NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR RESTRICT THE LIABILITY OF EITHER PARTY TO THE OTHER FOR DEATH OR PERSONAL INJURY RESULTING FROM THE NEGLIGENT ACT OF ONE PARTY OR FOR LIABILITY

FOR ANY FRAUDULENT MISREPRESENTATION BY A PARTY TO THIS AGREEMENT.

- 11.3 WHERE THE CUSTOMER IS A CONSUMER, SUBJECT TO CLAUSE 11.2, THE SUPPLIER IS ONLY RESPONSIBLE AND LIABLE FOR LOSS OR DAMAGE SUFFERED BY THE CUSTOMER THAT IS CAUSED BY THE SUPPLIER BREACHING ITS OBLIGATIONS UNDER THIS AGREEMENT AND WHERE SUCH LOSS OR DAMAGE IS FORESEEABLE. THE SUPPLIER WILL NOT BE RESPONSIBLE FOR LOSS OF DAMAGE:

11.3.1 THAT WAS UNEXPECTED: MEANING IT WAS NOT OBVIOUS THAT THE LOSS OF DAMAGE WOULD HAPPEN AND THERE IS NO REASON WHY WE SHOULD HAVE EXPECTED IT TO HAPPEN (SO, IN THE LAW, THE LOSS WAS "UNFORESEEABLE")

11.3.2 SUFFERED AS A RESULT OF THE CUSTOMER'S BREACH OF THIS AGREEMENT OR AS A RESULT OF AN EVENT(S) OUTSIDE OF THE SUPPLIER'S REASONABLE CONTROL; AND

11.3.3 THAT THE CUSTOMER COULD REASONABLY HAVE AVOIDED (FOR EXAMPLE BY DOWNLOADING A RECOMMENDED UPDATE TO THE SOFTWARE).

## **12 Termination**

- 12.1 The Licence shall terminate automatically upon termination of this Agreement by either party in accordance with its terms.

- 12.2 This Agreement may be terminated immediately by either party if the other party commits a material or persistent breach of any term of this Agreement and that breach is: (a) not capable of remedy or, (b) if capable of remedy, is not remedied within 30 days of written notice being given requiring it to be remedied.

- 12.3 Without prejudice to the rights at clause 12.2, this Agreement may be terminated:

12.3.1 by the Supplier at any time upon one month's written notice to the Customer; or

12.3.2 by the Customer with immediate effect upon the uninstallation of the Software by the Customer.

- 12.4 The Customer may upgrade to a subscription of the paid-for edition of the Supplier's software at any time on request, subject to payment of the applicable subscription fee and acceptance of the relevant terms and conditions. Where upgraded, this Agreement shall terminate immediately upon the purchase by the Customer of the subscription for the paid-for edition and the Customer's acknowledges that its use of the paid-for edition shall be governed by the terms and conditions applicable for the paid-for edition.

- 12.5 Upon termination of this Agreement:

12.5.1 the Customer shall destroy the Software and all copies, in any form including partial copies or modifications of the Software received from the Supplier or made in connection with this Agreement and all Documentation relating thereto; and

- 12.5.2 the following provisions of this Agreement shall remain in full force and effect: Clauses 1, 10, 11, 12.6, 13 and 14.
- 12.6 Any termination of this Agreement shall be without prejudice to any other rights or remedies either party may be entitled to under this Agreement or at law.

### **13 Confidentiality**

- 13.1 Neither party shall at any time after the date of this Agreement:
- 13.1.1 divulge or communicate to any person, company, business entity or other organisation;
  - 13.1.2 use for any purposes other than the purposes of this Agreement; or
  - 13.1.3 through any failure to exercise due care and diligence, cause any unauthorised disclosure of any trade secrets or Confidential Information relating to the other party provided that these restrictions shall cease to apply to any such information which shall become available to the public generally otherwise than through a breach of a duty of confidentiality owed to the other party and further provided that neither party shall be restricted from disclosing the Confidential Information or any part of it pursuant to a judicial or other lawful government order, but only to the extent required by such order and subject to the party obliged to comply with such order giving the other party as much notice of the terms of the order as may be reasonably practicable.
- 13.2 Nothing in this clause 13 shall prevent:
- 13.2.1 the Supplier from disclosing the Software and the Documentation to any third party; or
  - 13.2.2 the Customer from disclosing the Software and the Documentation to its Authorised Users and those of its employees, sub-contractors and advisors as is necessary for the Customer to be able to exercise its rights and comply with its obligations under this Agreement, provided the Customer informs such parties of the confidential nature of the Confidential Information before disclosure and at all times, the Customer remains responsible for such parties' compliance with the obligations of confidentiality set out in this Agreement.

### **14 General**

- 14.1 The failure or delay of the Supplier to exercise or enforce any right under this Agreement shall not operate as a waiver of that right or preclude the exercise or enforcement of it at any time or times thereafter.
- 14.2 Neither party shall be liable for any delay in or for failure to perform its obligations under this Agreement, other than an obligation to make any payment due to the other party, if that delay or failure is caused by circumstances beyond the control of that party including, without limitation, fires, strikes, insurrection, riots, embargoes, or regulations of any civil or military authority.
- 14.3 This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes, cancels



and replaces all prior agreements, licences, negotiations and discussions between the parties relating to it. The Customer confirms and acknowledges that it has not been induced to enter into this Agreement by, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) not expressly incorporated into it. However, nothing in this Agreement purports to exclude liability for any fraudulent statement or act.

- 14.4 No variation of this Agreement shall be valid unless it is in writing and signed by an authorised representative of each of the parties.
- 14.5 The Customer shall not be entitled to assign this Agreement nor any of its rights or obligations hereunder nor sub-license the use of the Software or the Documentation.
- 14.6 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement, and nothing in this Agreement shall confer or purport to confer on any third party any benefit or any right to enforce any term of this Agreement or operate to give any third party the right to enforce any term of this Agreement.
- 14.7 Each party shall: (i) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption, including, but not limited to, the UK Bribery Act 2010; (ii) have and maintain in place throughout the Licence Period its own policies and procedures designed to ensure compliance with anti-bribery and anti-corruption laws, as appropriate; and (iii) promptly report to the other party any request or demand for any undue financial or other advantage of any kind made or received by it in connection with the performance of this Agreement.
- 14.8 If any provision of this Agreement shall be held to be unlawful, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be severed from this Agreement and rendered ineffective as far as possible without modifying or affecting the legality, validity or enforceability of the remaining provisions of this Agreement which will remain in full force and effect.
- 14.9 Any complaints about this Agreement, including complaints about the Software, should be raised with the Supplier using the relevant contact details on the "Contact Us" page of its website.
- 14.10 Any notice to be given under this Agreement shall be in writing and shall be delivered by hand or sent by first class post to the address of the other party set out in this Agreement (or such other address as may have been notified). Any such notice or other document shall be deemed to have been served: if delivered by hand - at the time of delivery; and if sent by post - upon the expiration of 48 hours after posting.
- 14.11 Any request, instruction, information or other document issued in accordance with this Agreement may (except where this Agreement specifies a requirement for notice or notification) be sent by email to the other party at any email address as may be notified from time to time.
- 14.12 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 14.13 Subject to clause 14.14, the parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

- 14.14 If the Customer is a Consumer and the Supplier brings a claim against the Customer in the English courts, this will not affect any rights of the Customer in accordance with the laws of its country of residence to have the claim moved to the courts of the country that the Customer lives in and the Customer may wish to seek local legal advice in relation to this.