



## **End User License Agreement (EULA) – Mabdeck SaaS Software**

**PLEASE READ THESE LICENCE TERMS CAREFULLY. YOUR ATTENTION IS PARTICULARLY DRAWN TO CLAUSE 8 OF THIS LICENCE WHICH DETAILS OUR LIABILITY TO YOU.**

This licence agreement (“Licence”) is a legal agreement between you (“Licensee” or “you”) and Sycous Limited (registered number 08836039) whose registered office is at New York House, Leeds, LS2 7EA (“Licensor, us” or “we”) for use of The Mabdeck Consumer Dashboard (“Software”); and Mabdeck Consumer Dashboard printed materials and electronic documentation (“Documentation”).

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### **OPERATING SYSTEM REQUIREMENTS:**

This Software Requires you to maintain a valid email address and an up to date version of your web browser. We support most browsers including but not limited to, Chrome, Edge and Safari.

#### **1. DEFINITIONS**

##### **1.1 “Applicable Laws” means:**

- 1.1.1 any law including any statute, statutory instrument, bye law, order, regulation, directive, treaty, decree, decision (as referred to in Article 288 of the Treaty on the Functioning of the European Union) (including any judgment, order or decision of any court, regulator or tribunal);
- 1.1.2 any rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body; and/or
- 1.1.3 any industry code of conduct or guideline

in force from time to time which relates to this Licence and/or the Software and/or the activities which are comprised in all or some of the Software or the use or application of the output from the Software; and

##### **1.2 “Intellectual Property Rights” means: all intellectual and industrial property rights of any kind whatsoever including patents, supplementary protection certificates, rights in know-how, registered trade marks, registered designs, models, unregistered design rights, unregistered trade marks, rights to prevent passing off or unfair competition and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, and applications for and rights to apply for any of the foregoing, in each case in the United Kingdom and all other countries in the world and together with all renewals, extensions, continuations,**



divisions, reissues, re-examinations and substitutions.

## 2. GRANT AND SCOPE OF LICENCE

2.1 In consideration of you agreeing to abide by the terms of this Licence, the Licensor hereby grants to you a non-exclusive, non-transferable licence without the ability grant sub-licences to use the Software and the Documentation on the terms of this Licence indefinitely until your account is terminated.

2.2 You may:

2.2.1 use the Software only:

2.2.1.1 on one central processing unit (CPU) if the Licence is a single-user licence or the Software is for single use; or

2.2.1.2 if the Licence is a multi-user or network licence, for the number of concurrent users agreed between you and us.

2.2.2 use any Documentation in support of the use permitted under clause 2.2 and make as many copies of the Documentation as are reasonably necessary for its lawful use.

2.3 We may update the Software, provided that the Software shall always match the description of it that we provided to you before entering into this Licence.

## 3. RESTRICTIONS

3.1 Except as expressly set out in this Licence or as required by Applicable Laws, you undertake:

3.1.1 not to permit other persons to use the Software other as expressly permitted under this Licence;

3.1.2 not to use the Software for any illegal purpose;

3.1.3 not to use the Software to violate any legal right of any third party, including any publicity or privacy right, copyright or other intellectual property right, or to take any action that is harassing, libelous, defamatory, abusive, tortious, threatening, harmful or otherwise objectionable; or use any data mining, robots, or similar data gathering and or extraction tools in connection with the Software;

3.1.4 not to use the Software to post or transmit any unsolicited advertising or promotional materials;

3.1.5 not to access or use any password protected, secure or non-public areas of the Software except as specifically authorised in writing by us;

3.1.6 not to modify, translate, reverse engineer, decompile, disassemble (except to the extent that this restriction is expressly prohibited by law), tamper with, or create derivative works based



upon the Software or the Documentation, or any portion thereof;

- 3.1.7 not to copy, modify, erase or damage any information contained on computer servers used or controlled by us or any third party used in connection with the Software or the services provided through the Software;
- 3.1.8 not to copy the Software or Documentation, except where such copying is incidental to normal use of the Software or where it is necessary for the purpose of back-up or operational security;
- 3.1.9 not to rent, lease, sub-license, loan, translate, merge, adapt, vary, alter or modify, the whole or any part of the Software or Documentation nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
- 3.1.10 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;
- 3.1.11 to include our copyright notice on all entire and partial copies of the Software in any form;
- 3.1.12 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; and
- 3.1.13 to comply with all applicable technology control or export laws and regulations.

#### 4. **INTELLECTUAL PROPERTY RIGHTS**

- 4.1 You acknowledge that all Intellectual Property Rights in the Software and the Documentation throughout the world belong to us, that rights in the Software and the Documentation 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.
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- 4.4 We comply with copyright law and expect you to do the same. You may not use the Software to help you infringe the copyrights of any third party. Unauthorized use, copying, distribution, modification, public display, or public performance of copyrighted works is an infringement of the copyright holders' rights and a violation of the law. You agree that you shall only use the Software in a manner that does not violate any third-party rights and that complies with all Applicable Laws, including, but not limited to, applicable restrictions concerning copyrights and other Intellectual Property Rights.



## 5. UPGRADES

5.1 You acknowledge that we may issue upgraded or modified versions of the Software from time to time, and that we may automatically electronically upgrade or modify the version of the Software that you are using. You consent to such automatic upgrading or modification, and agree that this Licence will govern all such versions.

5.2 It is your responsibility to ensure that you have the appropriate software, hardware and Internet connection to operate the then-current version of the Software. We reserve the right to cease supporting any hardware or software platform at any time upon providing you with reasonable notice.

5.3 We may modify the Software at any time without notice.

## 6. THIRD PARTY CONTENT

The Software may contain links to various third party resources ("**Linked Resource**"). This Linked Resource is not under our control and we are not responsible or liable for the content, communications or materials of any Linked Resource. We are providing Linked Resource to you as a convenience only. The inclusion of Linked Resource does not imply endorsement by us or any association with us. You are responsible for adhering to the applicable terms of service for any provider of Linked Resource. You are solely responsible and liable for any interactions you may have with such entities, their sponsors and other third parties.

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7.1 All information, advice, files, links, communications or other materials posted by you to or through the Software ("**User-Supplied Materials**") shall be your responsibility. You agree not to post or transmit any User-Supplied Materials that infringe a third party's rights, including without limitation any privacy, publicity or Intellectual Property Rights, or that are unlawful, untrue harassing, libelous, defamatory, abusive, tortious, threatening, harmful (including but not limited to viruses, worms or similar software) or that is otherwise objectionable. You grant, or warrant that the owner of such User-Supplied Materials has expressly granted us, a royalty-free, perpetual (or, where specifically required by law, whilst all relevant Intellectual Property Rights are protected), irrevocable, fully sub-licensable, non-exclusive right and license to use, reproduce, display, modify, transmit, distribute, perform, display and delete such User-Supplied Materials (in whole or in part) worldwide and or/ to incorporate such User-Supplied Materials in other works in any form, media or technology now known or later developed. User-Supplied materials are public and not private communications.

We have the right, but not the responsibility, to monitor and/or remove User-Supplied Materials deemed harmful or offensive in our reasonable discretion, or that otherwise violate this Licence or any rules that we may institute from time to time. We shall have no liability for the failure to receive or for the removal of any User-Supplied Materials. Any opinions, advice, statements, services, offers or other information or content expressed or made available by third parties, are those of the respective author(s) or distributor(s) and not of us. We neither endorse nor are responsible for the accuracy or reliability of any opinion, advice, information, or statement made on or in connection with the Software by anyone other than our authorized employees acting in their official capacities.

## 8. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

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- 8.2 Use of the Software is at your own risk. We make no warranty that the Software will meet your requirements, or that the Software will be uninterrupted, timely, secure, free of viruses, or error free; nor do we make any warranty as to the results that may be obtained from the Software as to the accuracy or reliability of any content obtained through the Software.
- 8.3 Any and all risk arising out of the use and/or performance of the Software remains with you. To the extent permitted by Applicable Law, in no event shall we or any of our respective officers, directors, employees, agents or affiliates be liable for any business losses whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other business losses) arising out of or relating to this Licence or the use of or inability to use the Software or any part thereof, even if we have been advised of the possibility of such damages. In no event shall (to the extent permitted by applicable law) we be liable for any damages.
- 8.4 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

## 9. INDEMNITY

You agree to compensate us and our parents, members, subsidiaries, affiliates, service providers, syndicators, distributors, licensors, officers, directors and employees from any claim or demand, including reasonable legal fees, made by any third party due to, or arising out of or related to your violation of this Licence, or your violation of any law, regulation or third-party right.

## 10. TERMINATION

- 10.1 We may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.
- 10.2 Upon termination for any reason:
- 10.2.1 all rights granted to you under this Licence shall cease;
  - 10.2.2 you must cease all activities authorised by this Licence; and
  - 10.2.3 you must return to us or destroy the Documentation and 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.

## 11. VARIATION

- 11.1 We may modify this Licence at any time. In the event of a material change to this Licence we will use reasonable efforts to notify you. If any modification is unacceptable to you, you agree that your only



recourse is to immediately terminate your use of the Software and destroy any copies of the Software in your possession. Your continued use of the Software following our release of a revised License on the Software will constitute your binding acceptance of the change.

## 12. COMMUNICATIONS BETWEEN US

12.1 If you wish to contact us in writing, or if any condition in this Licence requires you to give us notice in writing, you can send this to us by email or by pre-paid post to Sycous Limited at New York House, Leeds, LS2 7EA. Our email address is [dataprotection@sycous.com](mailto:dataprotection@sycous.com). We will confirm receipt of this by contacting you in writing, normally by email.

12.2 If we have to contact you or give you notice in writing, we will do so by email or by pre-paid post to the address you provide or confirm to us.

## 13. OTHER IMPORTANT TERMS

13.1 We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

13.2 You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.

13.3 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.

13.4 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

13.5 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of you breaking this Licence, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

## 14. GOVERNING LAW AND JURISDICTION

14.1 This Licence and all matters arising from or connected with it (including but not limited to any non-contractual obligations) shall be governed by and construed in accordance with the laws of England and Wales.

14.2 Each Party agrees that the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with this Licence (including, without limitation, in relation to any non-contractual obligations).

