



Software Licence Agreement

Effective Date: May 11, 2023

1. What this agreement is about

This agreement describes how you are allowed to use the installable software that came with this agreement and any related plug-ins, applications or extension files (the software). There may be other documents in addition to this agreement which set out the legal terms relating to you receiving services provided with the software - we refer to these documents as 'relevant documents'. These may include Terms of Service, Payment Terms and Scope of Support, as well as other documents, depending on which services you receive and whether you receive them from Act! Software Limited directly, or one of its third party resellers.

Summary of this agreement

If you accept this agreement you can use the software as described in this agreement and any relevant technical documents, our invoice and the help file in the software.

- * Paragraphs 4 and 5 describe your right to use the software and some limits on how you can use it.
- * Paragraphs 6.1 and 6.2 are about technical support and replacement software.
- * Paragraph 7 sets out what happens if there is a problem with the software.
- * Paragraph 8 describes how our responsibility to you is limited in certain circumstances.

If there is any difference between this summary and a term in this agreement, the term will apply. Please make sure you are happy with all the terms in this agreement before you install the software or before the software is installed on your behalf.

2. How you indicate that you accept this agreement and when this agreement starts

2.1 This agreement starts from the date you accept it by either:

- * ticking a box or clicking on a button (or something similar) when the installation process asks you to confirm that you accept this agreement; or
- * installing the software (or having the software installed on your behalf) and keeping it installed for longer than 10 days; or
- * signing and returning a paper copy of it to us via your supplier; or
- * sending us or your supplier an email confirming your acceptance.

2.2 If you don't accept this agreement, you should notify us by emailing us at software.support@act.com, or notify your supplier within 10 days of the date the software was installed. You should immediately and permanently delete the software from all computers it has been installed on. Once you have told us or your supplier, in writing, that you do not accept this agreement, we or your supplier may need to check that you have permanently deleted it, and we or they may contact you to discuss this.



3. Who this agreement is between and what certain words mean

This agreement is between:

* us, Act! Software Limited, with a registered office at Ground Floor Q15, Quorum Business Park, Benton Lane, Newcastle upon Tyne, NE12 8BU, United Kingdom (company registered number 8397789, VAT number GB 156 8687 55); and

* you, the person or organisation authorised to use the software.

By entering into this agreement you and we agree to be bound by and keep to it (and any relevant documents). We agree to let you use the software as described in this agreement and any relevant documents.

4. Your rights to use the Software

4.1 If you accept this agreement in any of the ways set out in 2.1, and pay the fees described in 4.2 below, we give you the right (called a licence) to use the software in the way described in this agreement (which includes any documents we refer to in this agreement) and/or as allowed by us in writing. You may not use the software in any other way (however, please read paragraph 4.10 about how you can use the software as described in other documents from us).

4.2 To use the software you must pay all of our appropriate fees at the times we agreed when you bought your licence to use the software. If we quote you a price (on our website or by telephone) for any of our products or services, that price will be confirmed when we issue our invoice. Please see our separate Terms of Service and Payment Terms documents available on our website at www.act.com for more information about this.

4.3 Your licence is not exclusive, which means that we may grant the same and similar rights to others.

4.4 You must only use the software for your own legitimate internal business purposes and with your own information or the demonstration data supplied with the software, unless we have told you otherwise.

4.5 The licence allows you to use only the 'object code' of the software. The object code is a set of written instructions that a computer can read, but which is difficult for a person to understand.

4.6 How long your licence to use the software lasts will be notified to you when we (or our authorised reseller) accept your order to buy (or renew) a licence to use the software. We (or our authorised reseller) will notify you of this in writing, including via our website, in an email, by using a notice in our software and/or in any documentation we or your supplier gives to you. If you are notified that your right to use the software is for a specified period of time following activation, you will not be able to use it after that period ends, unless we extend your right to use the software. The way we extend your right to use the software will depend on the software you are using. We (or your supplier) will tell you how to extend your right to use the software in each case.

If you are notified that your right to use the software is not limited in time, you may continue to use it subject to any practical and/or environmental limitations. A right to use the software for an unlimited period of time does not guarantee that the software will function forever; as is common with most technology the software has a limited useful life, for example as complementary technology develops.



We also allow use of some of our software on a temporary basis to let you assess its suitability for your needs. We sometimes refer to this as a 'trial' or a 'demonstration'. We (or your supplier) will tell you if you are only able to use the software in this way before you receive it. If you want to use the software after the end of the temporary period you will need to activate it using the activation method that we tell you about (if you also agree to pay our fees). After you have activated the software all of the terms of this agreement will continue to apply to you. If you do not activate the software, it will stop working and you should remove it in the way described under paragraph 2.2 above.

4.7 The number of users that can use the software will depend on the type of software licence you have bought. A user is a person who puts information into the software, or uses it to get information. Only you or your employees, or those who have a written contract with you to provide services which are similar to the activities an employee would carry out, can be users. You must not allow any other person or organisation to use the software. You can reduce the number of users who can use the software at any one time, but if you do this we will not give you a refund.

We licence our software for use by a 'named user'. Only the specific named users whose names you input into the software are allowed to use the software.

The software includes a security feature which makes sure that no more than the specified number of named users can use the software. The security feature also ensures that the Software is only used for the permitted period of time, and that the Software is not installed more than once per user. If this feature prevents you from using the software, please contact us by emailing us at software.support@act.com. This feature may require the use of an internet connection provided by your computer. By accepting this agreement, you indicate you consent to the use by the software of this internet connection.

Installations and workstations

If we (or your supplier) have told you that the software may only be used on a specified number of computers (sometimes referred to as 'installations') then you may only install and use the software on up to that specific number of computers and you may not transfer the software to a different computer after it has been installed on a specific computer unless we tell you otherwise.

Portable computers and mobile devices

We allow our software to be used on laptops or equivalent portable computers that belong to you and which are to be used by your users away from your premises. You will need to buy a named user licence from us (or your supplier) to allow you to do so for each user that is to use the software in this way.

You are permitted to use the software with a mobile device. You may need a further software application (commonly referred to as an "app") to do so. You may need to pay additional fees in relation to use with a mobile device and we will tell you about any additional fees at the time you download the app. When using the software with a mobile device you must continue to comply with these terms and conditions and any additional terms and conditions accompanying the app. If no terms and conditions accompany the app, then these terms and conditions will also apply to your use of the app to the extent that they are relevant to such use.



You acknowledge that you are fully responsible for obtaining and maintaining any third party software, services and/ or hardware to enable you to access the software via a portable, mobile or similar device. You also acknowledge that you are responsible for providing any internet connection required by the software in accordance with clause 4.7, and that if you do not do so, the software may not operate, or may only operate to a limited extent.

4.8 You can load and use the software on a computer network (for access by the number of users you have bought the licence for) as long as we have told you that you can at the time you bought your software licence and as long as you use the software in line with the rest of this paragraph 4 and 5, and in line with the System Requirements for the software, as described on our web site at www.act.com. The performance of a network may affect the performance of that software. If you use the software other than as described in the System Requirements and documentation:

- * you may have problems with that software;
- * we may not be able to provide technical support; and
- * the promises we give in paragraph 7.1 do not apply to your use in this way.

You should read all the up to date documentation we publish about using the software which gives information about limits on using the software, including remote use.

4.9 Some features of the software rely on or provide access to technology or information not provided by us ("third party technology and information"). Except where paragraph 8.3 applies, we are not responsible for any problem with any third party technology and information and will not be liable for those problems. If you access any third party technology or information you also agree to the terms and conditions of the third party which relate to such access.

4.10 If we give you an extra document which says you can use the software in a different way, or for a different purpose, to that set out in this agreement, the wording in that document overrides this agreement. Examples of those extra documents include the API licence agreement and business partner agreement.

4.11 To the extent permitted by law, you cannot transfer the software (including this agreement) to any other person or organisation. For example, you cannot sell it if you no longer want to use it, and if you become insolvent, an insolvency practitioner may not pass on the software as part of your business assets.

4.12 You may transfer a copy of the software from one computer of yours to another one owned by you, as long as you always keep to paragraphs 4 and 5 of this agreement and any relevant document. You may need to reactivate the software in order to do this (see paragraph 5.3). If you request us to reactivate the software after you have transferred it from one computer to another, we may charge you a fee for reactivating the software. Once you have transferred a copy of the software from one computer to another, you must permanently delete the software from the computer it was originally installed on. You may not install more than one copy of the software on one computer.



5. Limitations on use of the Software

5.1 Software owned by others

With the Software you may receive other software which we do not own ("third party software"). You cannot use the software by itself - you can only use it in the course of using the software. If you do use third party software, you agree to keep to any licence agreement provided with that third party software, this agreement will apply to how you use that software. You also agree to keep to any other conditions we set on using the third party software. The owners of the third party software keep all relevant rights in their software and any copies of it.

In particular, the Software contains software or other content adapted from Smart Client ? Composite UI Application Block, which is copyright © 2005 Microsoft Corporation, all rights reserved. Where our software comes with a Microsoft product, to the extent permitted by law, Microsoft does not make any promises to you in respect of its software and it will not be liable to you for any damages, whether direct, indirect, incidental or consequential as a result of the use or installation of its software; and your use of the Microsoft product is subject to the Microsoft software licence agreement that we (or your supplier) provided to you or which Microsoft has generally made available to users of that Microsoft product (which forms part of this agreement). (Microsoft is a trademark of Microsoft Corporation in the USA and other countries.)

We have also made use of the following additional third party software libraries:

Hibernate (licensed under LGPL: <http://www.gnu.org/licenses/lgpl.html>)

Velocity (licensed under Apache License 1.1: <http://www.apache.org/licenses/LICENSE-1.1>)

Yahoo UI Library (BSD License) Copyright (c) 2006, Yahoo! Inc. (<http://developer.yahoo.com/yui/license.html>)

Castle.DynamicProxy (licensed under Apache License 2.0: <http://www.apache.org/licenses/LICENSE-2.0>)

Log4Net (licensed under Apache License 2.0: <http://www.apache.org/licenses/LICENSE-2.0>)

5.2 Changing, taking apart or copying the software

You must not change the software or take it apart, or allow anyone else to do so, without our permission. Please contact us by emailing us at international.legal@act.com if you want to do this. We will try to help you, and will make sure that you can change the software or take it apart in the way the law allows you to.

You must not copy any of the software, or allow anyone else to do so, except for making one back-up copy of it (which we encourage you to do). You can only use this back-up copy on a computer if your original copy is no longer available. With this paragraph we are not trying to restrict how many copies of your own information you make, as you are free to make as many copies of your own information as you like.

You are not permitted to use the software to write directly to the Microsoft SQL database using a system administrator password, unless you have entered into a separate agreement with us for this purpose.

5.3 Activating the software

To use the software you must activate it (and depending on the software, re-activate it at the end of the initial licence period if you want to continue using it) by using the activation method we told you about when you



bought your licence. You agree to give us or your supplier, when asked, the information we or they need in order to activate the software. Without this information we or your supplier will not be able to activate or re-activate your software and you will not be able to use it.

5.4 Technology protecting the software

As well as the security feature described in paragraph 4.7, the software may contain technology which checks specific information (that is directly relevant to your use of the software and which is contained in your computer) against our records to make sure that 1. the software is being used as intended and 2. for troubleshooting any problems you contact us about. The software will tell you what information we check before it is checked.

You agree that we may use this technology in the software.

5.5 Unauthorised use of our software

The following list gives some examples of things you must not do with the software, and you must make sure that no one else does them with the software we licence to you:

* unless we have told you that you can, you must not make the software available for anyone else to install or use in any way, or give anyone else any right (of any kind) to distribute, use or benefit from the software in any way. For example, you may not allow anyone other than your users to have access to the software and you cannot provide the software as part of a service you provide to others.

* You must not use (or try to use) the software in a way which we have not specifically allowed. For example, you must not try to make the software work in a particular way if it does not usually work that way.

* You may not use the software to help you develop your own software. For example, you must not use or copy all or any part of the software's 'graphical user interface', 'operating logic' or 'database structure' for it to be part of, or to develop, any software or other product or technology, unless that use or copying is allowed by law. ('The graphical user interface' of the software is displayed on your monitor. You use it to tell the software what to do, for example, when you click buttons with your mouse or type information in with your keyboard. The 'operating logic' is the list of rules we have programmed into the software, which it uses to make decisions and interpret information. The 'database structure' sets out how the information in the software is organised.)

If we believe that the way you use the software may break any part of this agreement, we will check by asking one of your directors, partners or similar senior managers to confirm to us in writing (using a form which we will provide to you) that you have kept to all parts of this agreement. If, despite this, we tell you in writing that we believe you may not have kept to any part of this agreement, you give us permission to visit your premises during normal office hours to check your relevant systems and records. When we carry out this check, we will keep the disruption to your business as low as possible and you must give us any help we may reasonably need.

5.6 Ownership of the software

Although you have rights to use the software as described in paragraph 4, you do not own any of the intellectual property rights in the software ('intellectual property rights' are, in summary, the rights an owner has to say how certain things, like music, films and software may be used). We (or the owner of the software if we are not the owner) continue to own the intellectual property rights in the software, including any software we provide to



replace all or part of the software, and any copies of it you have made. The only rights you have to the software and any related materials are the licence to use the software as described in paragraph 4 and any other rights you have under this agreement.

6. Technical Support, Replacement Software and Third Party Services

6.1 Technical support from your supplier, or other third party

You may be able to obtain technical support for the software and other services relating to it from your supplier, or other third party. We may provide technical support for the software to an appropriately accredited reseller (sometimes called 'ACC' or 'business partner'), in accordance with the relevant contractual arrangements between us and that accredited reseller. In relation to that support for accredited resellers:

- * we may only provide technical support for certain versions of the software, in which case we will communicate this on our web site including at www.act.com/en-uk/resources/obsolescence-policy and via our accredited resellers;
- * we may not provide help for problems caused by using the software in any way not described in this agreement or any relevant documents we supply to you;
- * we may not provide help for problems which do not directly relate to the performance of the software itself, for example problems which relate to: (a) the administration and maintenance of a computer system or network; (b) the database with which the product works; or (c) the way in which the software was set up by your supplier or other third party.

6.2 Technical support from us

If specified in the relevant documents and subject to you paying the relevant fees, we will give you technical support covering problems you may have using the software. Details of the technical support are given in the relevant documents, including the Terms of Services and Scope of Services, available from www.act.com.

6.3 Replacement software

If we provide software which replaces all or part of the software, the licence described in paragraph 4 will cover you to use it, from the date you first use the replacement software. To allow a smooth changeover to the replacement software, you may continue to use both the software and the replacement software for three months. Then the licence to use the original software will stop and only cover the replacement software, and the wording of paragraph 9.4 (about returning the software) will apply to the replacement software. The software may include a feature for it to be automatically updated. This allows us to fix any issues that we may find out about. Before the feature starts working, the software will ask you if you would prefer to turn the feature off. If you use the automatic feature, the software will tell your computer to regularly check with our website to see if there are any updates. When this happens, we will ask your computer what operating system you are using and the name and version number of the software. We will keep a record of this. Depending on the settings you choose, the software can then download and install these updates for you. We may also make software updates available to you in other ways (for example to download from the Internet). If your supplier is making the software available to you in as a hosted service, then you acknowledge that you may not receive updates from us as the decision to update the software is made by your supplier.



6.4 We may stop providing replacement software at any time, though we will give you a reasonable amount of notice. This will not affect your licence to use the software.

6.5 Third Party Services

We may provide services developed, provided or maintained by third-party service providers ("Third Party Services"). In addition to the terms of this Agreement, your access to and use of any Third Party Services is also subject to any other agreement separate from this agreement that you may enter into (or may have entered into) relating to those Third Party Services (each, a "Third Party Service Agreement"). The terms of any Third Party Service Agreement will apply to the applicable Third Party Services provided under that Third Party Service Agreement in addition to the terms of this Agreement. Except as described in this agreement, the terms of any Third Party Service Agreement will control in the event of a conflict between the terms of this Agreement and that Third Party Service Agreement. All other Third Party Services will be subject to the terms of this Agreement. Third Party Services may be subject to additional fees. Notwithstanding the terms of any Third Party Services Agreement, we may change, modify or discontinue any Third Party Service at any time and without notice to you. Except as expressly set out in this Agreement or any Third Party Service Agreement, you are granted no licenses or rights, whether by implication, estoppel, or otherwise, in or to any Third Party Services.

7. Our guarantees relating to the software

7.1 We guarantee that for one year from the date this agreement starts, the software will perform as described in the relevant document, as long as you use the software in line with the relevant documents. If during that period, you write to tell us that the software does not work in line with the relevant documents and this affects how you can use the software (and our checks find that this is the case), we will either provide replacement software to correct the problem or refund the fee you paid for the software. If we give you a refund, this agreement will immediately end.

7.2 We do not guarantee:

- * that the software will meet your needs;
- * that there will be no interruptions in your use of the software, or that it will operate error free;
- * that we will provide technical support for the software, including by providing maintenance updates for it, for any specific period of time;
- * that you will be able to use the software in any particular way;
- * that you will get particular outputs from the software; and
- * the standard of the results you get from using the software.

The fact that you have told our representatives about how you intend to use the software will not affect this paragraph as the software has been developed for many different types of users, and you are responsible for setting up the software so that you can use it in the way you need, and as best suits your circumstances.

7.3 We guarantee that we will use our reasonable skill and care to provide any service to you under this agreement.



7.4 Except where paragraph 8.3 applies, this agreement describes all of our guarantees relating to the software. Unless this agreement says otherwise, we are not bound by any other contract terms, warranties or other type of promise. If, under any law, a particular term, warranty or other type of promise relating to the software would automatically be included in this agreement, we will only be bound by that term, warranty or promise to the extent set by law.

8. Our responsibility if something goes wrong

8.1 Our liability (including for negligence) under this agreement will be limited to paying you an amount equal to:

- * 110% of the value of the fees you paid for the licence to use the software where you purchased a licence for an unlimited period; or
- * 110% of the value of the fees you paid in the 12 last months for the licence to use the software where you purchased a licence to use the software for a specified period.

8.2 You are better placed to understand the risks to your business that may occur as a result of your use of the software, particularly given the nature of how we licence our software to our customers. Accordingly we will not be responsible for any of the following, even if we knew or should have known there was a possibility you could experience the problem:

- * financial or similar loss of any kind, including, for example, loss of profits, business, estimated savings or goodwill, however the loss is caused;
- * any interruption to your business or loss of or damage to information, however that interruption, loss or damage is caused;
- * loss or damage which we could not have reasonably known about at the time you entered into this agreement; and
- * losses you suffer as a result of using the software other than as described in the relevant documents.

We recommend that you consider obtaining insurance cover if you believe that you could experience anything that we have told you that we will not be responsible for.

8.3 Nothing in this agreement will prevent or limit your or our liability for:

- * fraud;
- * death of or personal injury to any person as a result of our negligence; or
- * any legally binding promise, automatically given by law, that you can have the licence or that you can use the software without someone else claiming that you cannot.

8.4 Your and our responsibilities under this agreement are reasonable because they reflect that:

- * we cannot control how, and for what purposes, you use the software;
- * we have not developed the software specifically for you; and



* although we follow good industry practice, it is not economically possible for us to carry out all the tests necessary to make sure there are no problems with the software.

9. How this agreement may be brought to an end

9.1 You may end this agreement at any time by writing to tell us. If you do this, we will not give you a refund, and you must immediately pay all amounts you owe us by the date this agreement ends. If you are paying separately for technical support or any other service from us and you want to end that service, you should read the terms for that support or other service to find out how to stop that service.

9.2 This agreement will automatically and immediately end if you become bankrupt (or something similar happens) or your business cannot pay its debts or stops trading, or if any finance arrangement relating to the software has ended for any reason without you paying the full amount of that finance. In those circumstances, we will not give you a refund and the licence for the software cannot be transferred by or to any person. For example, any firm (such as an insolvency practitioner) trying to sell your assets cannot pass on the software as the licence immediately stops in those circumstances.

9.3 If you or we discover that the other has done something which is not allowed by this agreement, or has not done something that must be done, the one who discovered the situation can give the other notice that the matter must be put right within 30 days. If the matter is put right in that time, no further action will be taken. If it is not put right in that time, the person who discovered the situation can then end this agreement by giving the other written notice that this agreement will immediately end.

9.4 Within 10 working days of the agreement ending, you must uninstall the software and, if we ask you to in writing, return it, and any copies of it, to us. You must also provide a certificate, signed by one of your directors, partners or similar senior managers, to confirm that you have done so.

9.5 No matter how this agreement ends, the information you store in the database part of the software remains your information and you can extract it from the software's database before the end of the agreement. If you don't extract it before the end of the agreement, this will not prevent this agreement from ending. If you don't extract the information you store in the database part of the software before the end of the agreement, we do not have to remove your information from the software or help you to do so.

10. General terms

10.1 If you have bought a licence for a number of our software products under this agreement, the extent of your rights to use each software product may be different depending upon your choice of software and the fees you pay. We will tell you the extent of your licence for each individual software product at the time you buy your licence and the terms of this agreement will apply to that individual software product as appropriate.

10.2 In this agreement, where we say 'we have told you', we mean that we have confirmed this in writing to you (for example on your invoice).

10.3 Any supplier, Act! Certified Consultant, reseller or business partner you buy the licence from does not have any authority or right to enter into any contract or provide any guarantee on our behalf. These organisations are 'independent' third parties (by this we mean they are not part of our business) and we are not responsible for any changes these organisations have made to the software or for anything they do or fail to do.



10.4 We own the rights in our software and any related logos. Other owners own the rights in the third-party software and their logos. By giving you the licence, we do not give you ownership of any of those rights or logos, and the rights you have to use the software and the third-party software, and any related logos, are as described in this agreement and any other relevant document.

10.5 From time to time we may change this agreement by telling you that we have changed it. If you do not agree with those changes, please contact us as soon as possible by emailing us at international.legal@act.com. If you buy any other product or service relating to the software from us or your software supplier, after we have told you that we have changed this agreement, we will consider you to have accepted those changes.

10.6 If a court or similar body decides that any wording in this agreement cannot be enforced, that decision will not affect the rest of this agreement, which will remain binding on both of us. However, if the wording that cannot be enforced could be enforced if part of it is deleted, we will both treat the relevant part of the wording as if it is deleted.

10.7 If you or we fail to, or delay in, exercising any rights under this agreement, that will not mean that those rights cannot be exercised in the future.

10.8 This agreement is the entire agreement between you and us for you using the software, and replaces all documents, information and other communications (whether spoken or written) between us for such use. This paper licence agreement takes priority over the terms of the licence agreement displayed in the software and that shown on our website.

10.9 It is important to us to have a direct relationship with the users of our software, so you must not transfer this agreement to anyone else. We may transfer this agreement to another organisation which is part of our group of companies.

10.10 This agreement applies to the software you bought the licence for. If you buy a licence from us for other software at a different time, then the software licence agreement that we give you with that software will apply to your use of that software. If you upgrade your software (for example by purchasing a licence for a new or advanced version of the software), then the software licence agreement we give you at that time will replace this software licence agreement for your continued use of the software.

10.11 If circumstances beyond our reasonable control arise, we will not be liable for failing to meet our responsibilities in this agreement because of those circumstances, for as long as those circumstances continue.

10.12 Nothing in this agreement gives anyone any right or benefit under the Contracts (Rights of Third Parties) Act 1999, except that the owners of third-party software can benefit from paragraphs 4, 5, 8 and any other part of this agreement that applies to third-party software. This means that only you, we and the owners of any third-party software can benefit from the rights set out in this agreement. However, you and we can end this agreement or change any term of it (if we both agree to this in writing) without permission from the owner of the third-party software.

10.13 This agreement is governed by the laws of England and you and we both agree that the courts of England will be the only courts that can decide on legal disputes or claims about this agreement.