Isograph End User Licence Agreement (Subscription)

This is a legal agreement between you, the Licensee, and Isograph Ltd. (Isograph).

The terms of this agreement shall apply exclusively to all transactions between the Licensee and Isograph.

Any general terms and conditions of business of the Licensee that differ from this agreement, shall only be deemed an integral part of the agreement provided Isograph has expressly consented, in writing, to such terms and conditions. Acceptance of a purchase order does not constitute such acknowledgement. In such circumstances, our quoted price shall not apply, and Isograph will increase the quoted price by up to 20%, depending on the extent of related negotiations.

This software and the accompanying written materials are the subject of copyright. Unauthorised copying of the software or of the written materials is expressly forbidden.

In consideration of payment of the subscription licence fee for one or more copies of the software, and the agreement to abide by the terms and conditions of this licence and limited warranty, Isograph grants the Licensee the non-exclusive right to use the software for the number of copies of the software specified in the purchase order and paid for by the Licensee.

Isograph's payment terms are 30 days from date of invoice.

The license period commences on the date that Isograph issues an invoice. The Licensee is granted the right to use the software so long as the subscription fee has been paid by the Licensee. Isograph will provide a 30-day licence on the first day of the licence period. The subscription licence which will expire at the end of the licence period will be issued by Isograph only when full payment is received. If payment is not received by 30 days from date of invoice, then the subscription licence will not be provided until payment is received.

The annual subscription automatically renews for periods of one year unless it is terminated in writing at least three months prior to the expiry of the current active subscription period. The annual licence fee will increase each year up to a maximum of 5% of the previous annual fee.

The Licensee owns the physical media on which the software is provided, but an express condition of the license is that Isograph retains title and ownership of the original software and any copy.

The software must only be used at the site, or sites, for which it was originally purchased and no more than the purchased number of copies of the software must be used at any one time. The Licensee may not modify, adapt, translate, reverse engineer, decompile, disassemble or create derivative works based on the software.

The software is licensed only to the Licensee and may not be transferred to anyone without the prior written consent of Isograph. Any authorised transferee of the software shall be bound by the terms and conditions of this licence and limited warranty.

This licence shall be governed and construed in accordance with the laws of England and Wales and shall benefit Isograph, its successors and assigns.

Limited Warranty and Disclaimer of Warranty

The software and accompanying written materials, including instructions for use, are provided 'as is' without warranty of any kind. Further, Isograph does not warrant, guarantee or make any representations regarding the use, or the results of use, of the software or written materials in terms of correctness, accuracy, reliability, currentness or otherwise. The entire risk as to the result and performance of the software is assumed by the Licensee. The above is the only warranty of any kind, either express or implied including but not limited to the implied warranties of merchantability and fitness for a particular purpose that is made by Isograph on this Isograph product. No oral or written information or advice given by Isograph, its dealers, its distributors, agents or employees shall create a warranty or in any way increase the scope of this warranty and the Licensee may not rely on any such information or advice. Neither Isograph nor anyone else who has been involved in the creation, production or delivery of this product, shall be liable for any direct, indirect, consequential or incidental damages, including damages for loss of business profits, business interruption, loss of business information and the like, arising out of the use or inability to use such product even if Isograph has been advised of the possibility of such damages. This Limited Warranty shall be governed and construed in accordance with the laws of England and Wales.

Support Agreement

Provided that the annual subscription fee has been paid, you are entitled to request technical support for the software and upgrades to the software under the conditions specified below.

Support services will be provided from the Isograph offices in the UK and the USA. Support will be provided by Email, Telephone or by completing the support form on Isograph's website www.isograph.com/support.

The UK office will provide support during normal working hours (9.00 am to 5.30 pm GMT) Monday to Friday excluding UK public holidays.

Contact details are as follows:

Phone: +44 1925 437002
e-mail: support@isograph.com

The USA office will provide support during normal working hours (8.00 am to 5.00 pm Pacific Time) Monday to Friday excluding US public holidays.

Contact details are as follows:

Phone: +1 801 610 0042
e-mail: support@isograph.com

We undertake to make reasonable efforts to assist you with the understanding of the functionality of the software only.

Isograph customers are entitled to receive software upgrades for modules for which they have a current subscription contract. Product updates are available, for customers with a valid subscription contract, on the Isograph web site at

https://www.isograph.com/customerarea/.

The Customer Area requires a Username and Password, and the password is changed periodically to ensure only customers with a valid support contract can access it. Please email us if you need the current password.

Confidential Information

From time to time during the term of this Agreement. either party may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, and whether, or not, marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings.

On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

Miscellaneous

This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of each of the parties hereto. The warranties, assurances, covenants, and remedies provided for in this Agreement are not the exclusive rights and remedies of the parties but will be in addition to any other rights and remedies available to them under this Agreement, by any other instrument, at law, in equity or otherwise, which may be exercised singularly or concurrently. In any action at law or in equity to enforce any decision issued to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to its reasonable attorneys' fees. costs, and necessary disbursements, in addition to any other relief to which that party may be entitled. The laws of England and Wales shall govern this Agreement and the transactions contemplated by this Agreement. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts in England and Wales. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE

TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS PARAGRAPH. Neither party shall assign this Agreement. nor its rights or obligations hereunder, without the prior written consent of the other party. The entire agreement between the parties with respect to the subject matter hereof is incorporated in this Agreement and this Agreement supersedes all prior discussions, negotiations, and agreements between the parties relating to the subject matter hereof. This Agreement can be modified only by a written amendment duly signed by the parties, and this Agreement will not be supplemented or modified by any course of dealing or performance or trade usage. If any provision or provisions of this Agreement is held to be invalid, illegal or unenforceable, the parties intend that such provision(s) be enforced to the fullest extent permitted by applicable law and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby. A provision of similar economic effect will be substituted for any invalid, illegal or unenforceable provision.