

## HUB85 SOFTWARE EVALUATION LICENCE AGREEMENT

BY CHECKING THE ACCEPTANCE BOX OR BY INSTALLING, ACCESSING OR USING ALL OR ANY PORTION OF THE SOFTWARE AND/OR REMOTE VIRTUAL DESKTOP TESTING ENVIRONMENT, YOU ARE ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AS PUBLISHED ON HUB85'S WEBSITE AT [HTTPS://HUB85.COM](https://hub85.com) (AS MAY BE RELOCATED BY HUB85 FROM TIME TO TIME). YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU AND LEGALLY BINDING BETWEEN YOU AND HUB85 LIMITED.

IF YOU DO NOT AGREE TO ALL OF THESE TERMS AND CONDITIONS, DO NOT INSTALL, ACCESS OR USE THE SOFTWARE AND/OR REMOTE VIRTUAL DESKTOP TESTING ENVIRONMENT. IF YOU WISH TO USE THE SOFTWARE AND/OR REMOTE VIRTUAL DESKTOP TESTING ENVIRONMENT AS AN EMPLOYEE, CONTRACTOR, OR AGENT OF A CORPORATION, PARTNERSHIP OR SIMILAR ENTITY, THEN YOU MUST BE AUTHORIZED TO SIGN FOR AND BIND THE ENTITY IN ORDER TO ACCEPT THE TERMS OF THIS AGREEMENT AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT AND AUTHORITY TO DO SO. IF YOU ARE NOT SO AUTHORISED, YOU ASSUME SOLE PERSONAL LIABILITY FOR THE OBLIGATIONS SET OUT IN THIS LICENCE.

This End User License Agreement ("Agreement") applies to any copy, access or use of the Software and/or Remote Virtual Desktop Testing Environment obtained without payment for Evaluation purposes.

### PARTIES

- (1) HUB85 LIMITED a company incorporated in England and Wales under number 10731494 whose registered office is at Devonshire House, Manor Way, Borehamwood, Hertfordshire, England, WD6 1QQ ("**Hub85**"); and
- (2) The Customer (individual or entity) that has accessed, downloaded or otherwise procured the licensed Software (as defined below) for use as an end user ("Customer").

each of Hub85 and the Customer being a party and together Hub85 and the Customer are the parties.

### BACKGROUND

**(A)** Hub85 has developed Software for monitoring, governing and analysing the use of End-User Computing Applications (EUCs), such as Microsoft Excel spreadsheets, used by licensed users; for the purposes of gathering analytics, reporting and other business insights. The Software also includes;

- A Microsoft Excel migration tool for the purpose of managing workflow related to Microsoft Office migration projects.
- A Microsoft Excel add-in, which provides end-users with a range of integrity, efficiency and workflow tools.
- A data visualisation portal for viewing, analysing and interpreting big data sets.

**(B)** The Customer wishes to take a licence to evaluate Hub85's software application and Hub85 wishes to grant the Customer a licence to use the same, all in accordance with the provisions of this Agreement.

## THE PARTIES AGREE

### 1 DEFINITIONS AND INTERPRETATION

#### 1.1 In this Agreement:

<b>Acceptance</b>	shall occur when the Customer accesses the Software and/or the Remote Virtual Desktop Testing Environment.
<b>Business Day</b>	means a day other than a Saturday, Sunday or bank or public holiday in England;
<b>Confidential Information</b>	means all information (whether in oral, written or electronic form) relating to a party's business which may reasonably be considered to be confidential in nature including information relating to that party's technology, know-how, Intellectual Property Rights, assets, finances, strategy, products and customers. All information relating to the Software, the User Manual and any other technical or operational specifications or data relating to the Software shall be part of Hub85's Confidential Information;
<b>Intellectual Property</b>	<p>means any and all copyright, rights in inventions, patents, know-how, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, utility models, domain names and all similar rights and, in each case:</p> <ul style="list-style-type: none"><li>(a) whether registered or not,</li><li>(b) including any applications to protect or register such rights,</li><li>(c) including all renewals and extensions of such rights or applications,</li><li>(d) whether vested, contingent or future, and</li><li>(e) wherever existing;</li></ul>
<b>Remote Virtual Desktop Testing Environment</b>	means the online testing environment created and owned by Hub85 which will be made accessible to the Customer for the purpose of evaluating the Software. The Customer will be able to log into the Remote Virtual Desktop Testing Environment via a Remote Desktop Protocol (RDP) login which will be available via a browser login form.
<b>Software</b>	means Hub85 Software;
<b>Support Services</b>	shall mean the maintenance and support services in relation to the Software as detailed in Appendix A. For the

avoidance of doubt, Support Services include the provision of Updates but do not include Upgrades which may be purchased separately by Customer;

**Update**

means a software maintenance update, patch or bug-fix which does not constitute an Upgrade;

**User Manual**

means materials containing instructions on how to use the Software and detailing any specific user requirements or restrictions relating to the Software. Any help files supplied with the Software and information on Hub85's websites shall be deemed to form part of the User Manual. Hub 85 may provide the Customer with an updated User Manual from time to time. For the avoidance of doubt, the User Manual constitutes Hub85's Confidential Information.

## 1.2 In this Agreement:

- 1.2.1 the table of contents, background section and the clause, paragraph or other headings in this Agreement are included for convenience only and shall have no effect on interpretation;
- 1.2.2 a reference to a 'party' includes that party's successors and permitted assigns;
- 1.2.3 words in the singular include the plural and vice versa;
- 1.2.4 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.5 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form (including email);
- 1.2.6 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time;
- 1.2.7 a reference to legislation includes all subordinate legislation made from time to time under that legislation; and
- 1.2.8 a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.

## 2 LICENCE

- 2.1 Hub85 grants the Customer, non-exclusive, non-transferable license to use, for evaluation/non-production purposes only, the Hub85 software program(s) and related product documentation subject to the terms and restrictions set forth in this License Agreement.
- 2.2 The Customer will evaluate the Software to determine whether or not to purchase the Software and for no other purpose.
  - 2.2.1 You may not use the Software for any other purposes, including but not limited to competitive analysis, commercial, professional, or for-profit purposes.
- 2.3 Before the Customer is provided access to the Software, the Customer must provide Hub85 with the names and email addresses of all individuals who will require access to evaluate the Software.
- 2.4 The licence is provided for a period of 30 days.

- 2.4.1 The Evaluation period may be extended at the request of the Customer and at the discretion of Hub85.
- 2.5 Licensee expressly agrees and acknowledges that given that the licence is provided free of charge, it is fair and reasonable for it to be provided by Hub85 “as is”, without warranty or condition of any kind, either express or implied, including, but not limited to, warranties of non-infringement, merchantability, satisfactory quality, use of reasonable skill and care or fitness for any particular purpose.
- 2.6 Hub85 may terminate your license to the Evaluation licence upon written notice at any time for any reason and without liability of any kind.
- 2.7 At the end of the Evaluation Period, the Customer must stop using or accessing the Software.
- 2.8 You are not permitted to use the Software in any manner not expressly authorized by this License. You acknowledge and agree that ownership of the Software and all subsequent copies thereof regardless of the form or media are held by Hub85.

### **3 LIMITATIONS ON USE**

- 3.1 Except as expressly permitted under this Agreement or by law, the Customer shall not:
  - 3.1.1 use, copy, modify, adapt, correct errors, or create derivative works from, the Software;
  - 3.1.2 decode, reverse engineer, disassemble, decompile or otherwise translate or convert the Software.
  - 3.1.3 assign, sub-licence, lease, resell, distribute or otherwise deal in or encumber the Software;
  - 3.1.4 remove or modify any copyright or similar notices of Hub85’s or any other person’s branding, that the Software causes to be displayed when used or that is displayed in the User Manual or on any packaging accompanying the Software if delivered on physical media;
  - 3.1.5 attempt to circumvent or interfere with any security features of the Software.
- 3.2 The Customer shall be permitted to use the Software via a remote desktop connection only.
- 3.3 The Customer shall notify Hub85 in writing as soon as it becomes aware of any actual or suspected unauthorised installation, access or use of the Software (including any use in excess of the Licence Restrictions).
- 3.4 The Remote Virtual Desktop Testing Environment and all its contents are maintained by Hub85. The Remote Virtual Desktop Testing Environment and all its content is monitored for performance and security purposes. The Customer shall not:

3.4.1 Upload or download any content to/from the Remote Virtual Desktop Testing Environment.

3.4.2 Input any Confidential Information onto the Remote Virtual Desktop Testing Environment.

#### **4 DELIVERY**

4.1 Hub85 shall provide login credentials to enable the client to access the Software via a Remote Desktop Protocol (RDP) login.

#### **5 SUPPORT AND MAINTENANCE**

5.1 Hub85 has no obligation to provide the Customer with Support Services during the Evaluation Period.

5.2 Hub85 may be required to perform maintenance and install an Update to the Software and/or Remote Virtual Desktop Testing Environment. Any Update may result in disruption to the Customer being able to access the Software.

#### **6 TRAINING**

6.1 Hub85 has no obligation to provide the Customer with Training during the Evaluation Period.

#### **7 OWNERSHIP**

7.1 The Customer recognizes and agrees that the Software, Remote Desktop Virtual Testing Environment and all Hub85 Intellectual Property and any derivative thereof is the property of Hub85 and that HUB85 will retain all rights, title and interest (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Software, Sample Code, Deliverables, and all copies, modifications and derivative works thereof (including any changes which incorporate any of your ideas, feedback or suggestions).

7.2 You acknowledge that you are obtaining only a limited license right to the Software and Remote Virtual Desktop Testing Environment and that irrespective of any use of the words "purchase", "sale" or like terms hereunder no ownership rights are being conveyed to you under this Agreement or otherwise.

7.3 The Customer agrees not to copy, distribute, sell, sublicense or otherwise transfer the Software or any portion thereof or allow access thereof to any third party accept as may be necessary to fulfil the evaluation purpose as stated herein and in such case any such third party granted access shall be under written agreement with the Customer and terms of such agreement shall be at least as protective of Hub85's Intellectual Property as is this Agreement.

#### **8 LIMITATION OF LIABILITY**

8.1 The extent of Hub85's liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation or under any indemnity) shall be as set out in this clause 8.

8.2 Subject to clause 8.5, Hub85's total aggregate liability howsoever arising under or in connection with this Agreement shall not exceed an amount equal to the Licence Fee.

8.2.1 In the case where no amount was paid for the Software or access to the Remote Virtual Desktop Testing Environment giving rise to the claim, Hub85's entire liability to you under this agreement shall not exceed £100 (GBP).

8.3 Subject to clause 8.5, Hub85 shall not be liable for consequential, indirect or special losses.

8.4 Subject to clause 8.5, Hub85 shall not be liable for any of the following (whether direct or indirect): loss of profit; loss or corruption of data; loss or corruption of software or systems; loss or damage to equipment; loss of use; loss of production; loss of contract; loss of opportunity; loss of savings, discount or rebate (whether actual or anticipated); and/or harm to reputation or loss of goodwill.

## **9 CONFIDENTIALITY**

9.1 The Customer shall maintain the confidentiality of Hub85's Confidential Information and shall not without the prior written consent of Hub85, disclose, copy or modify the Confidential Information (or permit others to do so) other than as necessary for the performance of its rights and obligations under this Agreement.

9.2 The Customer undertakes to:

9.2.1 disclose Hub85's Confidential Information only to those of its officers, employees, agents and contractors to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under this Agreement, and

9.2.2 procure that such persons are made aware of and agree in writing to observe the obligations in this clause 9.

9.3 The Customer shall give notice to Hub85 of any unauthorised misuse, disclosure, theft or loss of Hub85's Confidential Information immediately upon becoming aware of the same.

9.4 The Customer shall indemnify, keep indemnified and hold harmless Hub85 from and against any losses, claims, damages, liability costs (including legal and other professional fees) and expenses incurred as a result of or in connection with any breach by the Customer of this clause 9.

9.5 The provisions of this clause 9 shall not apply to information which:

9.5.1 is or comes into the public domain through no fault of the Customer, its officers, employees, agents or contractors;

9.5.2 is lawfully received by the Customer from a third party free of any obligation of confidence at the time of its disclosure;

9.5.3 is independently developed by the Customer, without access to or use of such information; or

9.5.4 is required by law, by court or governmental or regulatory order to be disclosed provided that the Customer, where possible, notifies Hub85 at the earliest opportunity before making any disclosure.

9.6 The obligations under this clause 9 shall survive the termination or expiry of this Agreement for a period of five years.

## **10 ENTIRE AGREEMENT**

10.1 This Agreement and each Support Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and arrangements between them in respect of its subject matter, whether in writing or oral.

10.2 Each party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement.

10.3 Nothing in this Agreement shall limit or exclude any liability for fraud.

## **11 NOTICES**

11.1 Any notice given by a party under this Agreement shall be:

11.1.1 in writing and in English;

11.1.2 signed by, or on behalf of, the party giving it (except for notices sent by email); and

11.1.3 sent to the relevant party at the address set out in clause 11.3.

11.2 Notices may be given, and are deemed received:

11.2.1 by hand: on receipt of a signature at the time of delivery;

11.2.2 by Royal Mail post: at 9.00 am on the second Business Day after posting;

11.2.3 by Royal Mail International Signed post: at 9.00 am on the fifth Business Day after posting; and

11.2.4 by email: on receipt of a delivery receipt email from the correct address.

11.3 Notices shall be sent to:

11.3.1 For Hub85:

(a) HUB85 Limited, Devonshire House, Manor Way, Borehamwood, Hertfordshire, England, WD6 1QQ

(b) [support@hub85.com](mailto:support@hub85.com);

## **12 ASSIGNMENT AND SUBCONTRACTING**

12.1 Hub85 may at any time assign, subcontract, transfer, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under this Agreement.

12.2 Except as expressly permitted by this Agreement, the Customer shall not assign, transfer, sub-licence, mortgage, charge, declare a trust of or deal in any other manner with any or all of its



rights or obligations under this Agreement (including the licence rights granted), in whole or in part, without Hub85's prior written consent.

### **13 NO PARTNERSHIP OR AGENCY**

The parties are independent and are not partners or principal and agent and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither party shall have, nor shall represent that it has, any authority to make any commitments on the other party's behalf.

### **14 SEVERANCE**

14.1 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.

### **15 COMPLIANCE WITH LAW**

15.1 Each party shall comply with all applicable laws and shall maintain such authorisations and approvals as required from time to time to perform their obligations under or in connection with this Agreement.

### **16 THIRD PARTY RIGHTS**

16.1 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions.

### **17 GOVERNING LAW**

17.1 This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

### **18 JURISDICTION**

18.1 The parties irrevocably agree 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 Agreement, its subject matter or formation (including non-contractual disputes or claims).