EULA / Standard Licensing Terms

These standard licensing terms ("**Terms**") apply to the provision by Flynet Limited (company number 03155221) whose registered office is at 6 King William House, The Causeway Burwell, Cambridge, CB25 0DU ("**Flynet**") of the Software (as defined below) to the Licensee.

1 DEFINITIONS

1.1 "**Agreement**" means the contract between Flynet and the Licensee for the use of the Software in accordance with these Terms, the Quote and the SLA.

1.2 "**Authorised Users**" means those employees, agents and independent contractors of Licensee who are authorised by Licensee to use the Licensed Materials.

1.3 "**Confidential Information**" means any information (whether disclosed in oral, written or electronic form) belonging or relating to a party's business affairs or activities and which: (i) has been marked as confidential or proprietary, (ii) has been identified orally or in writing as being of a confidential nature, or (iii) may reasonably be supposed to be confidential in the circumstances.

1.4 "**Data Protection Legislation**" means (i) the Data Protection Act 2018; and (ii) the EU General Data Protection Regulation (Regulation 2016/679) together with any transposing, implementing or supplemental legislation; and the terms 'data subject", 'personal data', 'data controller' and 'data processor' when used in this Agreement shall have the meanings given in the Data Protection Law.

1.5 "**Documentation**" means the applicable end user manuals and other information generally made available by Flynet at its discretion in either printed or machine-readable form with respect to the Software.

1.6 "**Equipment**" means the computer hardware on which the Software will operate at the Registered Site(s) as further defined in the Quote.

1.7 **"Licensee"** means the person or firm who purchases the Software from Flynet.

1.8 "**Licence Level**" means the number and type of access licences purchased by Licensee which allow Authorised Users to access and use the Software and Documentation in accordance with the Terms.

1.9 "**Licensed Materials**" means the Software and the Documentation.

1.10 "**Materials**" means the copyright and all other intellectual property rights in all of the material (whether tangible or intangible material) generated by the provision of the Professional Services.

1.11 "**Professional Services**" means installation and configuration services (or such other services as may be detailed in the Quote) that are provided by Flynet or by its authorised agents to the Licensor.

1.12 "**Professional Services Fee**" means the fee for the Professional Services as set out in the Quote or as agreed from time to time between the parties.

1.13 "**Purchase Order**" means Licensee's order for the Software.

1.14 **"Quote"** means Flynet's quote to the Licensee which includes details of the Software and the Subscription Licence Fee which incorporates these Terms by reference.

1.15 "**Registered Site**" means the physical location of the Equipment as specified in the Quote.

1.16 "**Release**" means a version of the Software made available by Flynet to its customers. A number to the right of the decimal point designates a Release.

1.17 "**Software**" means a licensed copy of the executable code version of the computer programs, templates and other instructions as specified in the Quote including any Release made available by Flynet to Licensee in accordance with this Agreement.

1.18 "**Subscription Licence Fee**" means the subscription fee for the licence to use the Software specified in Flynet's Quote or as otherwise agreed between the parties in writing.

2 BASIS OF THE AGREEMENT

2.1 These Terms apply to the Agreement to the exclusion of any other terms that the Licensee seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing. Subject to clause 2.2, the Agreement shall come into existence upon Flynet's acceptance of the Purchase Order.

2.2 The Licensee is responsible for ensuring that the terms of its Purchase Order are complete and accurate. The Licensee is responsible for ensuring that the Purchase Order precisely matches the Quote and/or references the Quote without amendment, and accepts liability for any additional charges that may incur if not. Unless expressly agreed in writing by Flynet, Flynet shall not be responsible for providing any service set out in an Purchase Order that are not expressly included in the Quote.

3 LICENCE GRANT

3.1 Subject to the terms of this Agreement, and in consideration of the payment of the Subscription Licence Fee, Flynet hereby grants to Licensee a personal, non-transferrable and non-exclusive licence at the Licence Level to permit Authorised Users to use the Software and the Documentation, solely in respect of the Licensee's business purposes and at the Registered Site(s).

3.2 The Software shall be delivered to the Licensee by Flynet providing access rights via a URL which will enable the Licensee to download the Software directly to the Licensee's host computer. The Licensee shall be responsible for installing and configuring the Software unless the parties agree otherwise. The Software shall be deemed accepted on delivery.

3.3 Upon payment of the Subscription Licence Fee, Flynet shall provide Licensee with the necessary licence key and/or instructions to activate the Software.

3.4 The Licensee will ensure that its Authorised Users comply with the Licensee's obligations under this Agreement, and the Licensee is responsible for their acts and omissions relating to this Agreement as though they were the Licensee's own.

4 COPYING OF THE LICENSED MATERIALS

4.1 Save as provided in Clause 4.2, the Licensee shall not make any copies or print outs of the Licensed Materials.

4.2 Subject to complying in all respects with Clause 3.1, the Licensee may make a reasonable number of copies of the Licensed Materials but only to the extent and for the duration that is necessary for its own internal back-up, archival, training and testing purposes. Any such copies shall in all respects be subject to the terms and conditions of this Agreement and shall be deemed to form part of the Licensed Materials.

5 LICENCE RESTRICTIONS

5.1 The Licensee agrees that: (i) it will not reverse engineer, decompile, or disassemble the Software, except to the extent that Flynet cannot prohibit such acts by the applicable law; (ii) it will not sell, assign, licence, lease, rent, loan, lend, transmit, network, or otherwise distribute, transfer or make available the Licensed Materials in any manner to third parties other than Authorised Users; (iii) it will use the Licensed Materials for its own business purposes only, and will not use the Licensed Materials to provide services to third parties through a service bureau outsourcing model, as an application service provider or pursuant to any other analogous arrangement; (iv) it is expressly prohibited (except where expressly permitted in writing by Flynet) from adapting, modifying, merging, revising, improving, translating, upgrading, enhancing and creating derivative works of the Licensed Materials for any purpose including error correction or any other type of maintenance; (v) will preserve and not remove any notices placed on the Licensed Materials by Flynet or its subcontractors; (vi) it will take security measures sufficient to reasonably safeguard the Licensed Materials from theft or from access by persons other than Flynet's' or Licensee's authorised employees or agents; and (vii) it will keep the Licensed Materials free and clear of all claims, liens and encumbrances.

6 PAYMENT

6.1 Unless stated otherwise in the Quote, Licensee shall pay the Subscription Licence Fee and/or Professional Services Fee to Flynet within 30 days of the invoice date. Payment means cleared payment, such that monies from the Licensee covering the value of the invoice have been deposited in the Flynet account.

6.2 Flynet shall be entitled to increase the Subscription Licence Fee annually and shall notify Licensee of the Subscription Licence Fee applicable for a Renewal Period at least 45 days prior to the expiry of the then current term.

6.3 If payment of the Subscription Licence Fee or any part thereof is overdue then, unless Licensee has notified Flynet in writing that such payment is in dispute within 10 days of receipt of the corresponding invoice, Flynet may at its option: (i) suspend Licensees right to use the Licensed Materials; or (ii) treat such non-payment as a material breach and terminate this Agreement in accordance with 11.3; and (iii) charge a £25.00 late payment administrative fee and charge interest on any such undisputed sum that is overdue at the rate of 3% above Lloyds UK Bank base rate as at the date of invoice.

6.4 Licensee shall be liable for any fees, any national, European Union, value added, sales, excise, state, local, withholding or other taxes or customs duties applicable.

7 AUDIT

Flynet shall have the right to conduct an audit of the Licensee records relevant to this Agreement on three (3) months' written notice and not more than once in each 12 month period to verify that the Licensee is complying with these Terms. It is the responsibility of the Licensee to keep and maintain such usage records. In the event that Flynet reveals that the Licensee is using copies of the Software in respect of which it has not paid the relevant licence fee in contravention of this Agreement, the Licensee shall pay for any additional licence that are reasonable necessary to ensure such compliance in accordance with the Quote.

8 WARRANTY

8.1 Flynet warrants that the Software shall operate materially in accordance with its specification as made available by Flynet from time to time.

8.2 Flynet warrants to Licensee that the Professional Services supplied under this Agreement will be carried out with reasonable skill and care by personnel whose qualifications and experience will be appropriate for the tasks to which they are allocated.

8.3 Flynet specifically excludes all other conditions, warranties, representations or other terms relating to the Licensed Materials and/or Professional Services including any warranties that might otherwise be implied or incorporated into this Agreement, such as those of satisfactory quality, fitness for a particular or any purpose, or ability to achieve any particular result.

8.4 Licensee accepts that the Licensed Materials were not designed and produced to its individual requirements and that it was responsible for their selection. Flynet does not warrant that the operation of the Software will be uninterrupted or error free.

9 WARRANTY REMEDIES

9.1 Licensee hereby agrees that its sole remedy in respect of any non-conformance with any warranty in this Agreement is that Flynet will remedy such non-conformance (either by itself or through a third party) and if in Flynet's reasonable opinion, it is unable to remedy such non-conformance Flynet will accept the return of the Licensed Materials and

refund a portion of the Subscription Licence Fee and/or Professional Services Fee actually paid that corresponds to the breaching services, whereupon this Agreement shall immediately terminate.

9.2 Licensee must promptly notify Flynet in writing of any breach of the above warranty in order to benefit from the remedy stated above in Clause 9.1 and in any event within 90 days of the provision of the Software. The Licensee shall provide all information as may be deemed necessary by Flynet to assist it in resolving such breach.

10 LIMITATION OF LIABILITY

10.1 Nothing in this Agreement shall exclude or limit Flynet's liability for (i) fraud or other criminal act, (ii) personal injury or death caused by the negligence of its employees in connection with the performance of their duties hereunder or by defects in any product supplied pursuant to this Agreement, or (iii) any other liability that cannot be excluded by law.

10.2 Subject to Clause 10.1, in no event will Flynet be liable under this Agreement for any damages resulting from: (i) loss of, damage to or corruption of data, (ii) loss of use, (iii) lost profits, (iv) loss of anticipated savings, (v) loss of revenue, (vi) loss of opportunity, (vii) loss of goodwill, (viii) loss of reputation, and/or (ix) any indirect or consequential loss. Such liability is excluded whether such loss or damage was reasonably foreseeable or actually foreseen.

10.3 Except as provided in Clause 10.1:

10.3.1 Flynet's entire liability arising out of this Agreement in respect of the Licensed Materials shall in no event exceed the Subscription Licence Fee paid by Licensee to Flynet in the 12 month period immediately preceding Licensee's first assertion of any claim against Flynet, regardless of whether any action or claim is based in contract, misrepresentation, warranty, indemnity, negligence, strict liability or other tort (including breach of statutory duty) or otherwise; and

10.3.2 Flynet's entire liability arising out of this Agreement in respect of the provision of Professional Services shall in no event exceed the Professional Services Fee paid by Licensee and received by Flynet in respect of the Professional Services, regardless of whether any action or claim is based in contract, misrepresentation, warranty, indemnity, negligence, strict liability or other tort (including breach of statutory duty) or otherwise.

11 DURATION & TERMINATION

11.1 This Agreement shall become effective on the Commencement Date specified in the order (or delivery of the Licensed Materials to Licensee if no Commencement Date is specified) and shall continue unless and until terminated in accordance with the provisions of this Clause.

11.2 Unless stated otherwise in the Quote, Flynet shall licence the Software from the Commencement Date for an initial subscription period of 12 months ("**Initial Period**"). Thereafter, the Initial Period shall automatically renew for further periods of 12 months ("**Renewal Period**") unless either party gives the other at least 30 days prior written notice to the end of the Initial Period or the then-current Renewal Period.

11.3 Either party (the "**Initiating Party**") may terminate this Agreement at any time: (i) on giving written notice to the other party if the other party commits any material breach of any term of this Agreement and in the case of a breach which is reasonably capable of remedy fails to remedy that breach to the reasonable satisfaction of the Initiating Party within thirty (30) days of a written request to remedy the same; or (ii) if the other party shall have a receiver or administrative receiver appointed over it or any of its undertaking or assets or shall pass a resolution for winding up (otherwise than for the purpose of a bone fide scheme of solvent amalgamation or reconstruction where the resulting entity shall assume all of the liabilities of it) or a court of competent jurisdiction shall make an order to that effect or if the other party shall become subject to an administration order or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on its business or if any substantially similar event shall take place under the laws of another jurisdiction.

11.4 Immediately following the termination of this Agreement, Licensee will at Flynet's sole option immediately return and/or destroy the Licensed Materials and all copies thereof at Licensee's expense and a duly authorised officer of Licensee shall certify in writing to Flynet that all copies thereof have been returned and/or destroyed.

11.5 If Flynet terminates this Agreement pursuant to Clause 11.3 then Licensee shall not be entitled to any refund of the Subscription Licence Fees or Professional Services Fee or any part thereof that has been paid.

11.6 The expiry of this Agreement or the termination thereof for whatever reasons shall be without prejudice to any other rights or remedies a party may be entitled to under law and shall not affect the respective rights and liabilities of either of the parties accrued prior to such termination.

12 INTELLECTUAL PROPERTY

12.1 Flynet is the owner or licensee of all patent, copyright, trade marks and all other intellectual property rights which subsist in the Licensed Materials and the Materials. Title to the Materials and the Licensed Materials and media shall remain vested in Flynet or its licensors. For the avoidance of doubt title and all intellectual property rights to any design, new software, new protocol, new interface, enhancement, update, derivative works, revised screen text or any other items that Flynet creates for Licensee shall remain vested in Flynet or its licensors. Any rights not expressly granted herein are reserved to Flynet.

12.2 On payment of the Professional Services Fee, Licensee will be granted a non-exclusive, irrevocable, perpetual personal licence to use the Materials generated as at the time of such payment for its own internal business purposes.

12.3 If Flynet requires access to, or use of, any of Licensee's software, systems, documents or other information to perform the Professional Services, Customer will grant (or procure the grant from its third party licensors) Flynet and its authorised agents and sub-contractors a limited, non-exclusive, non-transferrable licence to use the relevant intellectual property rights solely for the purpose of, and for the duration of, performing the relevant Professional Services.

13 CONFIDENTIALITY

13.1 Unless as may be required by law you shall keep confidential all information supplied by Flynet which is marked or asserted as confidential at the time of its disclosure and shall not without the prior written consent of Flynet use, make copies or disclose to any third party confidential information for any purpose whatsoever except for the purposes permitted or envisaged under this Agreement and only to the extent necessary for those purposes.

14 GENERAL TERMS

14.1 The construction, validity and performance of this Agreement shall be governed in all respects by English law, and the Parties agree to submit to the non-exclusive jurisdiction of the English courts.

14.2 If any provision of this Agreement is adjudged by a court of competent jurisdiction to be invalid, void, or unenforceable, the parties agree that the remaining provisions of this Agreement shall not be affected thereby, and that the remainder of this Agreement shall remain valid and enforceable.

14.3 All notices to be given under these Terms must be in writing (which shall include email) and sent to the address of the recipient set out in the Quote, or any other address which the recipient may tell the other in writing.

14.4 Both parties will comply with all applicable requirements of the Data Protection Legislation.

14.5 A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

14.6 Licensee may not assign this Agreement or otherwise transfer any rights or obligations under these Terms except with the prior written consent of Flynet.

14.7 Despite anything else contained in these Terms, neither party will be liable for any delay in performing its obligations under the Agreement if that delay is caused by events or circumstances beyond a party's reasonable control and the party affected will be entitle to a reasonable extension of time for the performance of its obligations.

14.8 This Agreement constitutes the entire agreement between the parties in relation to the provision of the Software.