

Effective start: March 19, 2024

BDQ

END USER LICENCE AGREEMENT

Please read this EULA carefully, as it sets out the basis upon which we license our Software and Software Services.

See our privacy policy (<https://www.bdq.cloud/legal/privacy-policy>) for details of how we handle your personal data collected when you order the Software or Software Services.

1. Definitions

1.1 In this EULA:

"BDQ" means Business Data Quality Ltd, a company incorporated in England and Wales (registration number 04497196) having its registered office at Leytonstone House, 3 Hanbury Drive, Leytonstone, London E11 1GA;

"Beta Versions" has the meaning given to it in Clause 6.1;

"Charges" means the licence and/or subscription charges payable by the Licensee to the Distribution Platform operator or to BDQ with respect to the Software or Software Services, as specified in the Order;

"Distribution Platform" means any online sales and distribution platform operated by a third party by means of which the Licensee obtained the Software or access to the Software Services (such as the *Atlassian Marketplace*);

"Distribution Platform T&Cs" means the terms and conditions and policies of the Distribution Platform that set out any rights and/or obligations of the Licensee in relation to the Software and/or any of the Software Services;

"Documentation" means the user manual and/or other documentation for the Software and/or Software Services published and maintained by BDQ;

"DPA" means the BDQ data processing addendum available at <http://www.bdq.cloud/legal/data-processing-addendum>;

"Effective Date" means the date upon which the Order is agreed by the parties;

"EULA" means this end user licence agreement, including any amendments to this end user licence agreement from time to time;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, epidemics, pandemics, explosions, fires, floods, riots, terrorist attacks and wars);

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"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models and rights in designs);

"Licence Period" means the period of use of the Software or Software Services with respect to which the Licensee pays the Charges or an installment of the Charges, which may be an indefinite period, a fixed period, a variable period or a recurring period, as specified in the Order;

"Licensee" means the person, natural or legal, to whom BDQ grants a right to use the Software under this EULA;

"Licensee Data" means all data, works and materials: uploaded to or stored on the Services Platform by the Licensee; transmitted by the Services Platform at the instigation of the Licensee; or supplied by the Licensee to BDQ for uploading to, transmission by or storage on the Services Platform;

"Order" means an order, proposal, invoice, quote, estimate or similar document for the Software and/or Software Services, entered into as follows:

- (a) if the purchase is made via a Distribution Platform, in accordance with the order process defined in the Distribution Platform T&Cs; or
- (b) otherwise, by the agreement of BDQ and the Licensee, which agreement may take the form of: (i) each party signing a hard copy or digital copy of the Order; (ii) each party expressly agreeing in writing to the Order; (iii) the Customer issuing to BDQ a purchase order, following the issue of the relevant draft Order by BDQ to the Customer; (iv) the Customer paying any Charges to BDQ under the Order, following the issue of the relevant draft Order by BDQ to the Customer; or (v) an online order and acceptance process (providing that, in each of these cases, the parties must agree the Order before the expiry of any validity period specified in the draft Order);

"Services Platform" means any platform managed by BDQ and used by BDQ to provide the Software Services, including the application and database software for the Software Services, the system and server software used to provide the Software Services, and the computer hardware on which that application, database, system and server software is installed;

"Software" means the software identified in the Order, excluding for the avoidance of doubt any Third Party Software;

"Software Services" means any services provided or to be provided by BDQ to the Licensee by means of an instance or instances of the Software hosted by or on behalf of BDQ in accordance with the Order;

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"Source Code" means the Software code in human-readable form or any part of the Software code in human-readable form, including code compiled to create the Software or decompiled from the Software, but excluding interpreted code comprised in the Software;

"Term" means the term of this EULA, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2; and

"Third Party Software" means any software owned and licensed by a third party that may interoperate with or be used in conjunction with the Software or Software Services, as specified in the Documentation.

2. Term and supply

2.1 This EULA shall come into force upon the Effective Date.

2.2 This EULA shall continue in force as follows:

- (a) if the Order is entered into on a Distribution Platform, then in accordance with the applicable Distribution Platform T&Cs; or
- (b) otherwise, as agreed by BDQ and the Licensee, providing that in this case, and in the absence of any express agreement, the EULA shall continue in force indefinitely,

subject in each case to termination in accordance with Clause 13 or any other provision of this EULA.

2.3 BDQ shall supply the Software to the Licensee or make the Software Services available to the Licensee (as the case may be) on or promptly following the Effective Date and in any case in accordance with the applicable Order.

3. Distribution Platforms

3.1 The Licensee acknowledges that if the Order is entered into on a Distribution Platform:

- (a) this Clause 3 shall apply; and
- (b) the applicable Distribution Platform T&Cs shall apply in addition to this EULA.

3.2 In the event of any conflict between this EULA and the Distribution Platform T&Cs, the provisions of the Distribution Platform T&Cs shall take precedence.

3.3 Those provisions of the Distribution Platform T&Cs that impose obligations and/or liabilities on the Licensee in relation to the Software (excluding those relating to payments) are hereby incorporated into this EULA for the benefit of BDQ, and as such shall be enforceable by BDQ against the Licensee.

3.4 The following matters shall be governed or affected by the provisions of the Distribution Platform T&Cs: the amounts payable by the Licensee in respect of this EULA; the methods of payment to be used by the Licensee; and any

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rights of the Licensee to terminate this EULA and received any refunds of amounts paid in respect of this EULA.

- 3.5 The Licensee acknowledges that BDQ is not affiliated with the Distribution Platform operator.
- 3.6 The Licensee acknowledges that the operator of the Distribution Platform has rights under the Distribution Platform T&Cs which may affect the exercise of the Licensee's rights under this EULA. Subject to Clause 12.1, BDQ will not be in breach of this EULA as a result of, and will not be liable to the Licensee in respect of any loss or damage arising out of, the operator's exercise of its rights under the Distribution Platform T&Cs.

4. Software licence

- 4.1 This Clause 4 applies to the Software (or any element of the Software) that must be installed on a computer or computers controlled by the Licensee or any third party, as specified in the Order or in the Documentation; this Clause 4 does not apply to the Software (or any element of the Software) that is hosted by or on behalf of BDQ.
- 4.2 BDQ hereby grants to the Licensee a non-exclusive, non-transferable and worldwide licence to install and use the Software during each Licence Period for the Licensee's internal business purposes in accordance with:
 - (a) the licensing limitations and restrictions set out in the Order;
 - (b) the Documentation; and
 - (c) any applicable Distribution Platform T&Cs,subject to the limitations and prohibitions set out and referred to in this Clause 4.
- 4.3 The Licensee may not sub-license and must not purport to sub-license any rights granted under Clause 4.2 without the prior written consent of BDQ, save to the extent expressly provided otherwise in this EULA.
- 4.4 Save to the extent expressly permitted by this EULA or required by applicable law on a non-excludable basis, any licence granted under this Clause 4 shall be subject to the following prohibitions:
 - (a) the Licensee must not sell, resell, rent, lease, loan, supply, publish, distribute or redistribute the Software;
 - (b) the Licensee must not alter, edit or adapt the Software; and
 - (c) the Licensee must not decompile, de-obfuscate or reverse engineer, or attempt to decompile, de-obfuscate or reverse engineer, the Software.
- 4.5 The Licensee shall use reasonable endeavours to prevent any unauthorised access to, or use of, the Software and shall notify BDQ promptly of any such unauthorised access or use.

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5. Software Services

5.1 This Clause 5 applies to the Software (or any element of the Software) that is hosted by or on behalf of BDQ as specified in the Order or in the Documentation; this Clause 5 does not apply to the Software (or any element of the Software) that must be installed on a computer or computers controlled by the Licensee or any third party.

5.2 BDQ hereby grants to the Licensee a non-exclusive, non-transferable and worldwide licence during each Licence Period to use the Software Services for the Licensee's internal business purposes in accordance with:

- (a) the licensing limitations and restrictions set out in the Order;
- (b) the Documentation; and
- (c) any applicable Distribution Platform T&Cs,

subject to the limitations and prohibitions set out and referred to in this Clause 5.

5.3 The Licensee may not sub-license and must not purport to sub-license any rights granted under Clause 5.2 without the prior written consent of BDQ, save to the extent expressly provided otherwise in this EULA.

5.4 Except to the extent expressly permitted in this EULA or required by law on a non-excludable basis, the licence granted by BDQ to the Licensee under Clause 5.2 is subject to the following prohibitions:

- (a) the Licensee must not license or sub-license its right to access and use the Software Services, or sell, resell, distribute, rent, lease or lend the Software Services;
- (b) the Licensee must not permit any unauthorised person to access or use the Software Services;
- (c) the Licensee must not republish or redistribute any content or material from the Software Services;
- (d) the Licensee must not make any alteration to the Software Services or Services Platform;
- (e) the Licensee must not conduct or request that any other person conduct any load testing or penetration testing on the Software Services or Services Platform;
- (f) the Licensee must not use the Software Services to store or transmit any malicious code, malware, attack, bugs, viruses, Trojans or similar;
- (g) the Licensee must not use the Software Services in any way that causes, or may cause, damage to the Software Services or impairment of the availability, integrity, performance or accessibility of the Software Services (including making an unreasonable number of requests to the

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Software Services or otherwise placing an unreasonable load upon the Software Services);

- (h) the Licensee must not attempt to gain unauthorised access to the Software Services, the Services Platform or any related systems or networks;
 - (i) the Licensee must not copy the Software Services or any part, feature, function or user interface thereof;
 - (j) the Licensee must not reverse engineer, decompile, manipulate or access any source code or object code related to the Software Services, or use any machine learning or artificial intelligence system in relation to the output of the Software Services; or
 - (k) the Licensee must not use the Software Services in any way that is unlawful, illegal, fraudulent or harmful or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 5.5 BDQ shall use reasonable endeavours to maintain the availability of the Software Services to the Licensee at the gateway between the public internet and the network of the Services Platform, but does not guarantee 100% availability.
- 5.6 The Licensee acknowledges that from time to time BDQ may perform maintenance on the Software Services, which may affect the availability and/or performance of the Software Services.
- 5.7 Without prejudice to Clause 5.5, downtime caused directly or indirectly by any of the following shall not constitute a breach of this EULA:
- (a) a Force Majeure Event;
 - (b) a fault or failure of the internet or any public telecommunications network;
 - (c) a fault or failure of BDQ's hosting infrastructure services provider;
 - (d) a fault or failure of the Licensee's computer systems or networks or internet connection;
 - (e) any breach by the Licensee of this EULA; or
 - (f) scheduled or emergency maintenance.
- 5.8 The Licensee must comply with the provisions of the BDQ acceptable use policy (<https://www.bdq.cloud/legal/acceptable-use-policy>) when using the Software Services; and the Licensee must ensure that all persons that use the Software Services by means of any access credentials provided by BDQ to the Licensee or generated by the Licensee comply with that acceptable use policy.
- 5.9 The Licensee hereby grants to BDQ a non-exclusive licence to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the

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Licensee Data to the extent reasonably required for the performance of BDQ's obligations and the exercise of BDQ's rights under this EULA. The Licensee also grants to BDQ the right to sub-license these rights to its hosting, connectivity, telecommunications and data processing service providers, subject to any express restrictions elsewhere in this EULA.

- 5.10 If BDQ processes any personal data on behalf of the Licensee in the course of the provision of the Software Services, that processing shall be subject to the DPA. For the avoidance of doubt, BDQ will not act as a processor in relation to the customer relationship and account data, transaction data or marketing data relating to the Customer.
- 5.11 If and only if the Order specifies that the Licensee Data will be hosted in a particular jurisdiction or jurisdictions, BDQ shall ensure that the principal database containing the Licensee Data will only be hosted in that jurisdiction, and BDQ will not transfer or permit the transfer of the principal database for the Licensee Data to any other jurisdiction without the prior written consent of the Licensee.
- 5.12 The Licensee shall use reasonable endeavours to prevent any unauthorised access to, or use of, the Software Services and shall notify BDQ promptly of any such unauthorised access or use.

6. Beta Features

- 6.1 At any time during the Term, BDQ may make available to the Licensee a version of the Software or Software Services, or elements or features of the Software or Software Services, that are specified by BDQ as beta versions or features, experimental versions or features, or versions or features subject to testing ("**Beta Versions**").
- 6.2 The Licensee acknowledges that:
- (a) access to Beta Versions may be subject to additional Charges;
 - (b) BDQ may suspend or limit or withdraw access to Beta Versions at any time, with or without notice;
 - (c) the Beta Versions are made available "as is" without any warranties, representations or guarantees; and without prejudice to the foregoing, BDQ does not warrant, represent or guarantee that the Beta Versions will function without error, or will always be available, or will be entirely secure;
 - (d) accordingly, BDQ recommends that Beta Versions be used alongside the current stable versions of the Software or Software Services, and not in substitution therefor; and
 - (e) subject to Clause 12.1, BDQ shall not be liable to the Licensee with respect to any loss of data or other loss or damage arising out of the use of the Beta Versions by the Licensee.

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7. Support

- 7.1 From time to time BDQ may provide support to the Licensee in relation to the Software or Software Services, which may include:
- (a) the making available of help materials to the Licensee; and/or
 - (b) the publication of an email address through which the Licensee may raise support queries.
- 7.2 The Licensee acknowledges that BDQ does not, under this EULA, guarantee that issues relating to the Software or Software Services will be resolved within any particular timeframe or at all.
- 7.3 For the avoidance of doubt, and unless support in relation to the Software or Software Services is provided under separate terms and conditions agreed by the parties, the limitations and exclusions of liability set out in this EULA shall apply with respect to that support.

8. Charges

- 8.1 The Licensee must pay the Charges to BDQ in accordance with Clause 9.1 (unless the Software or Software Services are provided on a free-of-charge basis).
- 8.2 The Charges may be varied as follows.
- (a) BDQ may vary the Charges in accordance with any applicable Distribution Platform T&Cs.
 - (b) In relation to recurring Charges, BDQ may vary the Charges by giving to the Licensee written notice of the variation at any time before the relevant renewal date.
 - (c) The number of users of the Software or Software Services, and the corresponding Charges, may be varied: (i) if the purchase is made via a Distribution Platform, in accordance with the licence variation process defined in the Distribution Platform T&Cs; or (ii) otherwise, by the written agreement of BDQ and the Licensee.
 - (d) In relation to our BDQ Asana Apps, including, but not limited to, Attachment Manager for Asana, the Charge will be determined by the total number of Asana Members within the Asana Workspace, that the BDQ Asana App relates to. If the total number of Asana Members changes during the subscription term of the BDQ Asana App, BDQ reserves the right to vary the Charge during the term. BDQ reserves the right to request proof of the total number of Asana Members within the related Asana Workspace.
- 8.3 All amounts stated in or in relation to the EULA are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Licensee to BDQ.

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9. Payments

- 9.1 If the Order is entered into via a Distribution Platform, then the Licensee must pay the Charges in accordance with the Distribution Platform T&Cs; otherwise, the Licensee must pay the Charges to BDQ by means of BDQ's designated payment processor (or such other method as BDQ may authorise in writing) within 7 days following the issue by the Licensee of an invoice for the same.
- 9.2 The Licensee must pay the Charges without set-off or deduction.
- 9.3 If the Licensee does not pay any amount properly due to BDQ under the EULA, BDQ may:
- (a) charge the Licensee interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month); or
 - (b) claim interest and statutory compensation from the Licensee pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.
- 9.4 BDQ may suspend any licence of the Software and/or suspend the provision of any or all of the Software Services if:
- (a) any Charges due to be paid by the Licensee under or in relation to this EULA are overdue; or
 - (b) any amounts due to be paid by the Licensee under any applicable Distribution Platform T&C in relation to the Software or Software Services are overdue.
- 9.5 BDQ may also suspend the provision of any or all of the Software Services if the relevant Distribution Platform operator reports to BDQ that the Licensee has not paid Charges when due or does not hold a valid licence for the Software Services.

10. Warranties and indemnity

- 10.1 The Licensee warrants to BDQ that the Licensee Data will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.
- 10.2 The Licensee warrants to BDQ that it will comply with:
- (a) all applicable laws and regulations; and
 - (b) any applicable Distribution Platform T&Cs,
- with respect to its use of the Software and/or Software Services and all other activities under or relating to this EULA.

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- 10.3 BDQ shall indemnify the Licensee and keep the Licensee indemnified against any claims, liabilities, losses, damages, costs and expenses (including reasonable legal expenses) suffered or incurred by the Licensee and arising directly out of any infringement of a third party's Intellectual Property Rights by the Software. The limitations and exclusions of liability set out in Clauses 12.3 to 12.7 shall not apply with respect to any valid claim under this indemnity, but for the avoidance of doubt the other limitations and exclusions set out in this EULA shall apply.
- 10.4 If BDQ reasonably determines, or any third party alleges, that the use of the Software or Software Services by the Licensee in accordance with this EULA infringes any person's Intellectual Property Rights, BDQ may acting reasonably at its own cost and expense:
- (a) modify the Software or Software Services in such a way that it no longer infringes the relevant Intellectual Property Rights; or
 - (b) procure for the Licensee the right to use the Software or Software Services in accordance with this EULA.
- 10.5 All of the parties' warranties and representations in respect of the subject matter of this EULA are expressly set out in this EULA. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this EULA will be implied into this EULA or any related contract.

11. Acknowledgements and warranty limitations

- 11.1 Nothing in this EULA shall operate to assign or transfer any Intellectual Property Rights from BDQ to the Licensee, or from the Licensee to BDQ.
- 11.2 Nothing in this EULA shall give to the Licensee or any other person any right to access or use the Source Code or constitute any licence of the Source Code.
- 11.3 The Licensee acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this EULA, BDQ gives no warranty or representation that the Software or Software Services will be wholly free from defects, errors and bugs.
- 11.4 The Licensee acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this EULA, BDQ gives no warranty or representation that the Software or Software Services will be entirely secure.
- 11.5 The Licensee acknowledges that BDQ has no responsibilities for any Third Party Software under this EULA.

12. Limitations and exclusions of liability

- 12.1 Nothing in this EULA will:

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- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

12.2 The limitations and exclusions of liability set out in this Clause 12 and elsewhere in this EULA:

- (a) are subject to Clause 12.1; and
- (b) govern all liabilities arising under this EULA or relating to the subject matter of this EULA, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

12.3 BDQ will not be liable to the Licensee in respect of any losses arising out of a Force Majeure Event.

12.4 BDQ will not be liable to the Licensee in respect of:

- (a) any loss of profits or anticipated savings;
- (b) any loss of revenue or income;
- (c) any loss of business, contracts or opportunities; or
- (d) any special, indirect or consequential loss or damage.

12.5 BDQ will not be liable to the Licensee in respect of any loss or corruption of any data, database or software, providing that this Clause 12.5 will not affect any liability of BDQ under the DPA.

12.6 BDQ will not be liable to the Licensee in respect of any loss or damage arising out of any act or omission of a Distribution Platform operator or Third Party Software provider.

12.7 The liability of BDQ to the Licensee under this EULA in respect of any event or series of related events shall not exceed the greater of:

- (a) GBP 5,000; and
- (b) the total amount paid and payable by the Licensee to BDQ under this EULA in the 12-month period preceding the commencement of the event or events.

12.8 The aggregate liability of BDQ to the Licensee under this EULA shall not exceed GBP 50,000.

12.9 If the Licensee uses the Software or Software Services under this EULA on a free-of-charge basis, then BDQ will not be liable to the Licensee in relation to

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any loss or damage arising under this EULA or relating to the Software or Software Services.

13. Termination

13.1 If there are any applicable Distribution Platform T&Cs and they exclude the imposition of additional termination rights under this EULA, then Clauses 13.2 to 13.6 shall not apply, and this EULA may only be terminated in accordance with those Distribution Platform T&Cs.

13.2 Subject to Clause 13.1, this EULA may be terminated as follows:

- (a) if the Licence Period is a fixed period, then the EULA will automatically terminate at the end of the Licence Period, unless the parties agree otherwise in writing;
- (b) if the Licence Period is a recurring period, then the EULA may be terminated at the end of any Licence Period by either party giving to the other party at least 30 days' prior written notice of such termination.

13.3 Subject to Clause 13.1, BDQ may terminate this EULA immediately by giving written notice of termination to the Licensee if:

- (a) the Licensee commits any breach of this EULA, and the breach is not remediable;
- (b) the Licensee commits a breach of this EULA, and the breach is remediable but the Licensee fails to remedy the breach within the period of 30 days following the giving of a written notice to the Licensee requiring the breach to be remedied; or
- (c) the Licensee persistently breaches this EULA (irrespective of whether such breaches collectively constitute a material breach).

13.4 Subject to applicable law and Clause 13.1, BDQ may terminate this EULA immediately by giving written notice of termination to the Licensee if:

- (a) the Licensee: (i) is dissolved; (ii) ceases to conduct all (or substantially all) of its business; (iii) is or becomes unable to pay its debts as they fall due; (iv) is or becomes insolvent or is declared insolvent; or (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the Licensee;
- (c) an order is made for the winding up of the Licensee, or the Licensee passes a resolution for its winding up; or
- (d) if the Licensee is an individual: (i) as a result of illness or incapacity, the Licensee becomes incapable of managing his or her own affairs; or (ii) the Licensee is the subject of a bankruptcy petition or order.

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- 13.5 Subject to Clause 13.1, BDQ may terminate this EULA immediately by giving written notice to the Licensee if any amount due to be paid by the Licensee under or in relation to this EULA is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given.
- 13.6 Subject to Clause 13.1 and only insofar as this EULA relates to Software Services, BDQ may at any time terminate this EULA by giving written notice of termination to the Licensee, providing that if BDQ exercises its rights under this Clause 13.6 the Licensee shall be entitled to a refund of any Charges that have been paid to BDQ with respect to any period of Software Services following the date of effective termination.
- 13.7 Subject to Clause 13.1, BDQ may terminate this EULA immediately if any act of the Distribution Platform operator causes or will cause:
- (a) BDQ to be unable to provide the Software or Software Services in accordance with this EULA; or
 - (b) BDQ to be otherwise in breach of this EULA.

14. Effects of termination

- 14.1 Upon the termination of this EULA, all of the provisions of this EULA shall cease to have effect, save that the following provisions of this EULA shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 3, 5.10, 5.11, 6.2(e), 9, 10.3, 12, 14 and 15.
- 14.2 Except to the extent expressly provided otherwise in this EULA, the termination of this EULA shall not affect the accrued rights of either party.
- 14.3 For the avoidance of doubt, upon termination of this EULA any subsisting Licence Period shall automatically end and the Licensee will cease to have any rights to use the Software or Software Services.

15. General

- 15.1 The Licensee agrees that BDQ may subcontract any of its obligations under this EULA.
- 15.2 No breach of any provision of this EULA shall be waived except with the express written consent of the party not in breach.
- 15.3 If any provision of this EULA is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this EULA will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).
- 15.4 This EULA may not be varied except as follows:

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- (a) to the extent reasonably necessary to ensure that the parties and this EULA comply with applicable law, by BDQ giving to the Customer at least 30 days' prior written notice of the variation;
 - (b) by BDQ giving to the Customer at least 90 days' prior written notice of the variation, in which case the Customer may terminate this EULA on 14 days' written notice at any time during that 90-day period; or
 - (c) by means of a written document signed by or on behalf of each party or by any of the other methods of agreement specified in the definition of "Order" in Clause 1.1.
- 15.5 The Licensee hereby agrees that BDQ may assign BDQ's contractual rights and obligations under this EULA to any member of BDQ's group of companies or to any successor to all or a substantial part of the business of BDQ from time to time. Save to the extent expressly permitted by applicable law, the Licensee must not without the prior written consent of BDQ assign, transfer or otherwise deal with any of the Licensee's contractual rights or obligations under this EULA.
- 15.6 This EULA is made for the benefit of the parties and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this EULA are not subject to the consent of any third party.
- 15.7 The EULA shall constitute the entire agreement between the parties in relation to the subject matter of this EULA, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.
- 15.8 This EULA shall be governed by and construed in accordance with English law.
- 15.9 BDQ may bring and pursue proceedings against the Licensee to enforce the terms of this EULA in any jurisdiction in which the Licensee is incorporated, resident or situated from time to time. Subject to this, the courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this EULA.