

END USER LICENCE AGREEMENT

THIS AGREEMENT IS ENTERED INTO BETWEEN SPC (AS DEFINED BELOW) AND THE PERSON AGREEING THESE TERMS (“YOU”). THIS AGREEMENT APPLIES TO ANY SOFTWARE PROVIDED BY SPC TO YOU.

READ THIS AGREEMENT CAREFULLY BEFORE CONTINUING WITH THE USE OF THE SOFTWARE.

THIS AGREEMENT APPLIES IN ADDITION TO ANY APPLICABLE PURCHASE ORDER AND TERMS AND CONDITIONS RELATING TO THE SUPPLY OF THE SOLUTION.

BY USING THE SOLUTION, YOU ARE ACCEPTING THIS AGREEMENT AND AGREEING TO BE BOUND BY ITS TERMS. IF YOU ARE NOT WILLING TO BE BOUND BY THE TERMS OF THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THE SOLUTION.

THIS AGREEMENT APPLIES TO ALL USERS WHO ACT ON YOUR BEHALF AND YOU ARE RESPONSIBLE FOR THE ACTS AND OMISSIONS OF USERS AS IF THEIR ACTS AND OMISSIONS ARE YOURS.

THIS AGREEMENT ALSO GOVERNS THE OWNERSHIP AND USE OF DATA (INCLUDING ANY USER DATA) (AS DEFINED BELOW), SPC IP (AS DEFINED BELOW) AND DELIVERABLES (AS DEFINED BELOW), WHICH WERE COLLECTED, PRODUCED OR GENERATED BY SPC OR ITS AFFILIATES BEFORE ON OR AFTER THE DATE OF THIS AGREEMENT.

Annex I defines capitalised terms and the rules of interpretation applicable to this Agreement.

1. LICENCE.

- (a) SPC hereby grants you, and you hereby accept, a personal, revocable, non-transferable, non-exclusive licence to (i) during the Term, install and use the Solution; and (ii) during and after the Term, use the Deliverables, and make the Deliverables available to a third party, all solely for your own personal, non-commercial use, but for no other purpose, subject to your compliance with this Agreement (the “**Licence**”). The Solution may, from time to time, contain third party materials (including open source software) and you agree to comply with terms of any third party licences applicable to such materials where notified to you by SPC (for example, where a link containing a list of such licences on a website maintained by SPC is notified to you in the help or settings section of the Solution). You understand and acknowledge that the Solution may not function properly if you do not keep the Application (as defined below) and associated account current and up-to-date.
- (b) You shall be responsible for all users accessing the Solution (you and them each being a “**User**”), including ensuring that such users shall use the Solution strictly in accordance with this Agreement. Any use of the Solution by you or another User in breach of this Agreement, shall be deemed as a material breach by you of this Agreement.
- (c) During the Term, and at all times during your use of the Solution you shall comply with all applicable laws, rules and regulations.