



# Janes Trial and Evaluation Terms and Conditions – ROW

23/02/2024

1. The following standard terms and conditions will apply to the evaluation and trial access of the Product(s) listed in the Data Trial and Evaluation Licence Form ("Trial Order Form") provided by Jane's Group UK Limited. Unless otherwise defined in these terms, all capitalised terms have the same meaning set out in the Trial Order Form. Trial Order Form and these terms and conditions together shall be referred hereunder as Agreement.
2. In consideration of providing the Client access to the Product(s) and information relating to the Product(s), so that the Client can evaluate the Product(s), the Client undertakes that the Client will fully comply, at all times, with the terms of the Agreement. The Client will not: (i) make any part of the Product(s) available to any unauthorised party; (ii) use the Product(s) for any purpose other than for trial and evaluation of the Product(s) for internal use or (c) make any kind of copy of any data from the Product(s). The Client further acknowledges the Product(s) licenced as part of this Agreement are not for any commercial or production use.
3. The Product(s) licenced under this Agreement shall include at Janes' sole discretion the Product(s) described in the Trial Order Form or such portion thereof as Janes may grant access, and includes any documentation, and updates and corrections thereto provided by Janes at its sole discretion to Customer solely for its internal evaluation purposes ("Product"). Subject to and in consideration of Client's compliance with the terms of the Agreement, Janes grants Client a personal, limited, non-exclusive, non-transferable, non-sublicensable, royalty-free and revocable licence solely for the purposes of internal trial and evaluation of the Product(s) to Authorised Users only. Client agrees that it and its Authorised Users access to the Product(s) strictly adhere to the requirements within the Agreement including but not limited to the Licence Start Date and Licence End Date and any access locations specified (if applicable). All logins provided to the Client or Authorised Users are personal to those Authorised Users and should not be shared.
4. Client represents and warrants that upon any expiration or termination of this Agreement or an Order Form, as applicable, Client immediately will: (a) discontinue all use of Product(s) associated with any expired or terminated Order Forms; (b) destroy any items relating to Product(s) (including but not limited to data, software, and documentation) and purge any Product data from all electronic media; and (c) upon request from Janes, provide written certification to Janes that Client has complied with this clause.
5. Client shall not:
  - i. decompile, disassemble or otherwise reverse engineer or permanently retain the Product(s) in whole or in part.
  - ii. copy, adapt, distribute, publish, republish, translate duplicate, transfer, disclose, provide, distribute, sell, lease, sublicense, or otherwise make available the Product(s), or any part or copies thereof, to any third party.
  - iii. alter, modify, or make derivative works of the Product(s) without the prior written consent of Janes
  - iv. remove any copyright, trademark or other proprietary notices from within the Product.
6. No title to or ownership of the Product(s) (or data within it) shall be transferred to Client. Title to and ownership of the Product(s) and all applicable rights in patents, copyrights and trade secrets in the Product(s) shall remain exclusively Janes. If Janes suspects that Client has breached any provisions of this Agreement then Janes may : (i) during the term of the Agreement, immediately suspend or terminate the licence granted to the Client; or (ii) up to one (1) year following either termination or expiration of the Agreement and upon commercially reasonable notice to the Client, , review relevant records (e.g. records related to Client's use of Product(s)) at Client's premises during normal business hours to ensure Client's compliance with this Agreement.
7. The Product(s) licenced under this Agreement, and existence of Agreement are confidential and/or proprietary to Janes, and Client shall safeguard the Product(s) and the existence and contents of this Agreement accordingly. Each party agrees to hold any information of the other party that is confidential or proprietary to such party ("Confidential Information") in strict confidence and not to copy, reproduce, sell, assign, licence, market, transfer or otherwise dispose of, give or disclose such Confidential Information to third parties (except to its employees who have a need to know such Confidential Information), or to use such Confidential Information for any purposes other than the trial covered by this Agreement. Each party are responsible for ensuring that all employees with access to such Confidential Information are fully aware of their obligations to keep such Confidential Information strictly confidential. The parties agree to return or destroy all Confidential Information that has been received from the other party including all copies made thereof,

promptly upon request by the disclosing party. It is understood and agreed that in the event of a breach of confidentiality, damages may not be an adequate remedy and each party shall be entitled to injunctive relief to restrain any such breach, threatened or actual.

8. THE PRODUCT(S) LICENCED HEREUNDER ARE PROVIDED "AS-IS", and neither Janes, its affiliates nor any THIRD-PARTY provider (defined below) shall be liable to CLIENT for any inaccuracies, errors or omissions in the Product(S). NEITHER JANES, ITS AFFILIATES NOR ANY THIRD-PARTY PROVIDER MAKES ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, IN RESPECT OF THIS AGREEMENT, THE PRODUCT(S) OR DOCUMENTATION PROVIDED HEREUNDER OR AS TO THE RESULTS TO BE ATTAINED BY CLIENT OR OTHERS FROM THE USE OF THE PRODUCT(S); ALL WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED. CLIENT AGREES THAT NEITHER JANES, ITS AFFILIATES NOR ANY THIRD PARTY PROVIDER SHALL BE LIABLE FOR ANY LOSS, CLAIM OR DAMAGE, TO CLIENT OR ANY THIRD PARTY WHETHER DIRECT OR INDIRECT, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY RELATING TO CLIENT'S USE OR POSSESSION OF OR RELIANCE ON THE PRODUCT INCLUDING, WITHOUT LIMITATION, ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

9. Indemnification by Janes

- a. Except as otherwise specifically set forth in this Agreement, Janes will indemnify, defend, and hold harmless Client for any damages (and related attorney's fees) awarded by a court in favor of any third party alleging that Products infringe or misappropriate any third party intellectual property rights, including any patent, copyright, trademark, or trade secret, in the country(s) of Client's locations as licenced under an Order Form ("Infringement Claim").
- b. Janes will have no liability under clause 9a. for any Infringement Claim arising from: (a) failure to use Products in accordance with this Agreement, (b) the modification of a Product not specifically authorized in writing by Janes; (c) the combination of a Product with any third party software, equipment, or information not specified in the Documentation; (d) the use of a version of a Product other than the then-

current version, if the infringement would have been avoided by use of the then-current version; or (e) compliance with designs, plans, or specifications furnished by or on behalf of Client.

- c. If Products are held or are believed by Janes to infringe, Janes may choose, at its sole discretion and expense: (a) to modify the Products so that they are non-infringing; (b) to replace the Products with non-infringing Products that are functionally equivalent; (c) to obtain a licence for Client to continue to use the Products; or if none of (a), (b), or (c) is commercially reasonable, then (d) to terminate the Order Form for the infringing Products and refund Fees paid for such infringing Product(s); in case of provision of subscription Products, prorated from the date of the Infringement Claim. This clause 9c. states the entire liability of Janes and Client's sole and exclusive remedy for any infringement of third-party proprietary rights of any kind.
- d. The indemnification obligations of each Party under this clause 9 are contingent upon the indemnified Party providing to the indemnifying Party: (a) prompt written notice of the alleged claim; (b) sole control of the defense or settlement of the alleged claim; and (c) reasonable cooperation and assistance, at the indemnifying Party's expense. If the indemnified Party chooses to be represented by counsel, it will be at the indemnified Party's sole cost and expense.

10. Limitation of Liability

- a. NEITHER JANES, ITS THIRD PARTY PROVIDERS, NOR THE CLIENT WILL BE LIABLE FOR ANY CONSEQUENTIAL, PUNITIVE, SPECIAL, OR OTHER INDIRECT DAMAGES SUFFERED BY THE OTHER PARTY, INCLUDING BUT NOT LIMITED TO: (i) ANY LOSS OF ACTUAL OR ANTICIPATED PROFITS, REVENUE, SAVINGS, OR BUSINESS; (ii) LOSS OF DATA OR INFORMATION; (iii) LOSS OF GOOD WILL, REPUTATION, OR SIMILAR LOSSES; OR (iv) BUSINESS INTERRUPTIONS ARISING OUT OF OR RELATED TO THE AGREEMENT OR ANY USE OF OR INABILITY TO USE PRODUCTS, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES.
- b. The maximum liability of Janes to the Client for all claims under this Agreement, in warranty, contract, tort, or otherwise, will not exceed \$1000.

- c. The limitations of liability in this clause 10 will not apply to the liability of a Party for: (a) damages related to death or personal injury arising out of the gross negligence or willful misconduct of the Party; (b) any damages or liability incurred as a result of fraud or fraudulent misrepresentation of the Party.
11. Termination. If Client breaches any of its obligations under this Agreement the Product(s) licences granted herein are immediately revoked and Janes shall have the right, in addition to any and all other remedies it may have hereunder, at law or in equity, in its own discretion (i) to terminate this Agreement immediately without notice to Client; and (ii) to claim the reasonable value of unauthorised use of the Product(s) from Customer. Notwithstanding the foregoing, Client indemnifies Janes and/or its affiliates against any cost, loss or damage suffered by Janes and/or its affiliates including Janes' attorneys' fees as a result of the said breach or non-compliance.
12. Anti-Corruption and Export Control: Both Parties shall: (i) comply with all applicable laws of the United States and other applicable jurisdictions relating to anti-corruption and agree not to perform, offer, give and receive bribes or corrupt actions in relation to the procurement or performance of this Agreement and (ii) comply with all applicable export laws and regulations of the United States and other relevant local export laws as they apply to the Products provided by Janes under this Agreement. Failure to comply with all applicable anti-corruption or export laws will be deemed a material breach of the Agreement.
13. Sanctions. This Agreement may be terminated immediately on written notice by either Party without liability in the event the other Party, any permitted beneficiary or any Authorised User under this Agreement, is listed on any sanctions regimes of the European Union, United Kingdom, United Nations or United States of America's regulatory authorities.
14. Data privacy. Each party agrees that it will comply with all applicable regulations in relation to the data privacy in relation to this Agreement.
15. Variation. No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
16. No Client Assignment. Client may not assign any of its rights or delegate any of its obligations hereunder and any attempted assignment shall be null and void.
17. No Partnership or Agency. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.
18. Severance. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
19. Entire Agreement. This Agreement sets forth the entire agreement between the parties and supersedes any and all prior proposals, agreements or communications, written or oral, of the parties with respect to the subject matter hereof.
20. No Third Party Rights. This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
21. Survival. Clauses 2, 4, 6, 7, 8, 12, 13, 15, 17, 19, 20, 21, 22, 23 of this Agreement shall survive the termination and/or expiration of this Agreement.
22. Law & Jurisdiction. This Agreement and its performance shall be construed and enforced in accordance with the laws of England and Wales. The parties agree to submit to the exclusive jurisdiction of English courts.