

## Deskpro EULA

This End-User License Agreement (“License”) is a legal agreement between you (“Licensee”, “Customer” or “you”) and Deskpro Ltd. (Deskpro Ltd, 79 Hartfield Road, SW19 3ES, London, United Kingdom. Company Number 04249340) (“Licensor” or “we”).

This License sets out our respective rights and obligations in respect of the software product (“Deskpro”) and all documentation associated with it and made available to you (“Documentation”).

By Downloading, copying or otherwise using the Software, You warrant that you have read, understood and agree to be bound by the terms of this EULA and our Privacy Policy. If you do not agree to the terms of this EULA do not download, copy or use the Software. You should print a copy of this License and the Privacy Policy and retain it for your records.

### 1. Definitions

In this agreement, unless the context otherwise requires:

**‘confidential information’** means all business, technical, financial or other information created or exchanged between the parties.

**‘the Fee’** means the amount paid for the license for the Term.

**‘intellectual property rights’** means patents, rights in designs, trade marks, trading, business or domain names and email addresses, copyrights (including any such rights in typographical arrangements, websites or software) whether registered or not and any applications to register or rights to apply for registration of any of the foregoing, rights in inventions, know how, trade secrets and other confidential information, rights in databases and all other intellectual property rights of a similar or corresponding character which subsist now or in the future in any part of the world.

**‘the Software’** means the Deskpro software. This also includes upgrades made to the Software during the Term.

**‘the Term’** means the length of the License.

**'the Trade Marks'** means the trademarks, names and logos of Deskpro Limited.

**'a user'** means a person who accesses the Licensee's site or any part of it.

**'a website'** means pages or a related group of pages linked together using the hypertext transfer protocol ('http').

## 2. The License

### 2.1 License

The Licensor grants the Licensee a limited non-exclusive, non-transferable license (with no right to sub-license) in exchange for the Fee subject to the terms of this EULA.

### 2.2 License Expiry

The Software is licensed for a specific period of time ('The Term'); the standard term being 1 year. Once the license expires, the Licensee must either renew the license or remove the Software from their systems. Once the license has expired, the Software will automatically cease to function if it is not renewed.

### 2.3 Agent Accounts

The Software is licensed on a per agent basis commonly known as seat based licensing. Unless you have an unlimited agent license; You are responsible for ensuring that the number of agents using the Software is less than or equal to the number of Agent accounts you have purchased. Only one individual person may use an individual agent account. You are responsible for ensuring that agents do not share accounts via any technical method.

### 2.4 Attribution

You shall keep the attribution and hyperlink to Deskpro and its website intact unless an additional license is obtained from Deskpro to remove the attribution.

### 2.5 No Reselling, Time-Sharing or Sub-Licensing

You may not lease, license, sublicense, sell, resell, rent, or otherwise commercially exploit the Software to any third party.

### 2.6 Number of Live Installations

You are permitted only a single, live, accessible installation of the Software that is accessible from a unique URL. If you need access to the Software through multiple URLs or Domain Names or have multiple installs of the Software you will require additional licenses.

### 2.7 Number of Test Installations

You are permitted a single test installation. This installation must not be publicly available and can only be used for internal testing of the Software. A separate license code is provided for your test installation which limits certain functionality.

## **2.8 Support**

As part of the payment for the Software you will also receive support for the Software via email. This support will be provided on a best effort basis and it is not guaranteed that it will be possible to fix any problem You may have using the Software. Telephone support is not included with the license but We may offer additional telephone support contracts that You may choose to purchase.

## **2.9 Upgrades**

As part of the payment for the Software you will also receive, without additional cost, upgrades to the Software as and when they are made available. Upgrades will only be provided to Customers whose license remains active.

## **2.10 Account Information**

You must provide us with accurate account information. This includes providing us with the URL of the computer(s) on which you have installed the Software.

## **2.11 Right to Audit**

We may audit the use of the Software for compliance with the terms of EULA at any time, upon reasonable notice.

## **2.12 Cost of Audit**

In the event that such audit reveals any use of the Software by you other than in full compliance with the terms of EULA, you shall reimburse us for all reasonable expenses related to such audit in addition to any other liabilities you may incur as a result of such non-compliance.

# **3. Right to Modify**

## **3.1 Modification at Your own risk**

The Software source code, excluding small sections of code used to manage licensing is visible/unencoded/uncompiled and modifications to 'The Software' are allowed at your own risk. The Licensor will not provide support for the modifications that you make.

## **3.2 Distribution of Modified Code**

You may not distribute any modifications you make to the Software without the permission of the Licensor.

## **3.3 Assignment of Rights to Modified Code**

If modified Deskpro source code, or source code directly integrated with Deskpro is made available to the Licensor in any form; you agree to assign all rights of the modifications to the Licensor. These rights shall include – without limitation the right to use, the right to modify, the right to integrate and incorporate into any existing or future work, the right to exploit, the right to grant licenses and sub-licenses, the right to distribute, the right to reproduce and the right to dispose. The Licensor provides an indefinite, non-exclusive license for the Licensee to the modified source code.

## 4. Billing

### 4.1 License Code

Upon receipt of payment, a license key code will be delivered to the Licensee. This code should be entered into the Software. The licensee may be required to update the license key code from time to time.

### 4.2 Automatic Renewal

If you keep a payment card on file, we will charge the card when your license expires for a 1 year license extension. You can prevent this charge by disabling auto-renewals in the Deskpro members' area.

### 4.3 Storage of Credit Card Data

Deskpro does not retain your credit card details and at no point stores any credit card data. Your card details are retained by our secure processor, SagePay whom provide a mechanism to re-bill the same card.

### 4.4 Changes to Agent Accounts

To increase the number of agent accounts for your license, you will be charged a time adjusted amount for those agents up to your next license renewal date. If you decrease the number of agent accounts, the lower price will be reflected in your next renewal date but no refund will be given for any unused accounts.

### 4.5 Price Changes

Deskpro reserves the right to change prices at any time.

## 5. Confidentiality

### 5.1 Error Reports

When Deskpro encounters an error, this error is automatically logged with the Deskpro servers to enable Us to rapidly resolve any potential problems with the Software. Although technical steps have been taken to prevent it, it is possible that confidential information may be included with

these reports. You can disable the automatic reporting of errors in the Admin Interface.

### **5.2 Anonymized Data**

Deskpro may collect usage data from Deskpro installations. You agree that Deskpro may use, disclose, market and license aggregated, anonymized Usage Data for any purpose without restriction

### **5.3 Access to Server**

If in a response to a request for technical support, you provide us direct access to your Software installation, either by providing usernames and passwords or using the remote access tool built into Deskpro, you accept that you will be providing the Licensee full access to your installation and confidential data. If when accessing your data we lose or in some way damage your data, servers, equipment or any system we will only be held liable the extent set out in Clause 9.2 below.

### **5.4 Privacy Policy**

By agreeing to this EULA you agree to the terms of our privacy policy which is made available at <https://www.deskpro.com/privacy>

### **5.5 Confidentiality**

All information relating to your agreement with the Licensor, such as price of the Software and terms on which the Software is licensed, are to be held in the strictest confidence.

### **5.6 Customer Identification**

You agree to allow Deskpro to identify yourselves as a customer of Deskpro Ltd, and to include this information on relevant marketing materials.

### **5.7 License Audit**

We reserve the right to monitor how the License is being used. We do this by receiving licensing data from the Software. You must not interfere with this communication.

## **6. Responsibilities and Limitations**

### **6.1 Responsibility for Data**

You are responsible for all Content posted and activity that occurs using your License.

### **6.2 Backups**

You assume all responsibility for all of Your Data and backups.

### **6.3 Unauthorized Use**

You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). In the

event that you breach this clause we reserve the right to terminate your License.

#### **6.4 Spam**

You may not use the Software to send Unsolicited Email (“spam”) to anyone.

#### **6.5 Reverse Engineering**

You may not reverse engineer any encrypted source code or attempt to bypass code used to manage licensing restrictions.

## **7. Intellectual property**

### **7.1 Intellectual Property**

The Licensee acknowledges and agrees that all intellectual property rights in the Software and Trade Marks vest and shall always remain vested in the Licensor and the Licensee has no right, title or interest in or to such intellectual property rights other than as expressly set out in this EULA.

### **7.2 Open Source Software**

The Software is distributed with other open-source software that is not owned by the Licensee. These products contain separate licenses within their software. These products and their intellectual property rights vest and always remain vested in their respective licensors.

### **7.3 Trademarks**

You may not use the Deskpro Trademark in your product or advertising.

## **8. Non-Solicitation of Employees**

### **8.1 Non-Solicitation of Employees**

During the term of this EULA and for a period of 1 year thereafter, You will not directly or indirectly solicit for hire or engagement, or cause others to solicit for hire or engagement any employee or consultant of the Licensor.

## **9. Liability**

### **9.1 Responsibility for Content**

The Licensor is not responsible for the content used on the Software. If the User uses the Software illegally or contains illegal content, the Licensor reserves the right to terminate this EULA.

## **9.2 Limit of Liability**

The Licensor's entire liability to the Licensee in respect of any breach of his contractual obligations, any breach of warranty, any representation, statement or tortious act or omission including negligence arising under or in connection with this EULA shall be limited to the price you paid for the Software.

## **9.3 Consequential Cost**

The Licensor shall not be liable to the Licensee for any indirect or consequential loss the Licensee may suffer even if the loss is reasonably foreseeable or the Licensor has been advised of the possibility of the Licensee incurring it.

## **9.4 Statutory Rights**

Notwithstanding any other provision in this EULA, the Licensor does not purport to exclude any statutory rights that may not be excluded under applicable local law.

# **10. Term and Termination**

## **10.1 Termination**

In the event that you fail to comply with this EULA, we may terminate the license without notice.

## **10.2 Term**

This EULA shall have the Term as specified when the License is purchased and shall expire upon the expiry of the License. The License can be extended for additional terms via the payment of the License fee.

## **10.3 Effect of Termination**

On termination of this EULA all rights and licenses granted under it shall automatically terminate and the Licensee shall immediately cease all use of the Software, remove any reference to them from the Licensee's Site and destroy all copies and expunge them from any databases in his possession or control.

## **10.4 No Refunds**

The License fee is non-refundable. A 14 day evaluation license is provided to enable potential licensees to test the Software in their own environment for suitability prior to purchase.

## **10.5 Fees**

Should you continue to use the Software after termination of the EULA, you will be liable to pay all costs, to include attorney fees, required by Us to enforce the EULA and recover damages.

## **10.6 Disrepute**

You agree not to commit any act or omission that is likely to cause disrepute or the harming of Deskpro's interests.

## 11. Interpretation

### 11.1 Final Agreement

This EULA embodies and sets forth the entire agreement and understanding of the parties and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of this agreement. Neither party shall be entitled to rely on any agreement, understanding or arrangement that is not expressly set forth in this EULA save for any representation made fraudulently.

### 11.2 Waiver of Term

Waiver of any term, provision or condition of this EULA shall be effective only if given in writing and signed by the waiving party and then only in the instance and for the purpose for which it is given.

### 11.3 Enforcement of EULA

No failure or delay on the part of any party in exercising any right, power or privilege under this EULA shall operate as a waiver of it, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise of it or the exercise of any other right, power or privilege.

### 11.4 Invalidity

If any provision of this EULA is held to be void or declared illegal, invalid or unenforceable for any reason whatsoever that provision shall be divisible from this EULA and shall be deemed to be deleted from this EULA and the validity of the remaining provisions shall not be affected. If any such deletion materially affects the interpretation of this EULA, the parties shall use their best endeavours to negotiate in good faith with a view to agreeing a substitute provision that as closely as possible reflects the commercial intention of the parties.

### 11.5 Exclusion of Third Party Rights

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement and no person other than the parties to this agreement shall have any rights under it, nor shall it be enforceable under that Act by any person other than the parties to it.

### 11.6 Governing Law

This EULA, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this EULA or its formation, shall be governed by and construed in accordance with the laws of England.

### **11.7 Dispute Resolution**

The parties irrevocably submit to the exclusive jurisdiction of the courts of England to hear and determine any suit, action or proceedings or settle any disputes arising out of or in connection with this agreement and to enforce any judgment against their respective assets.