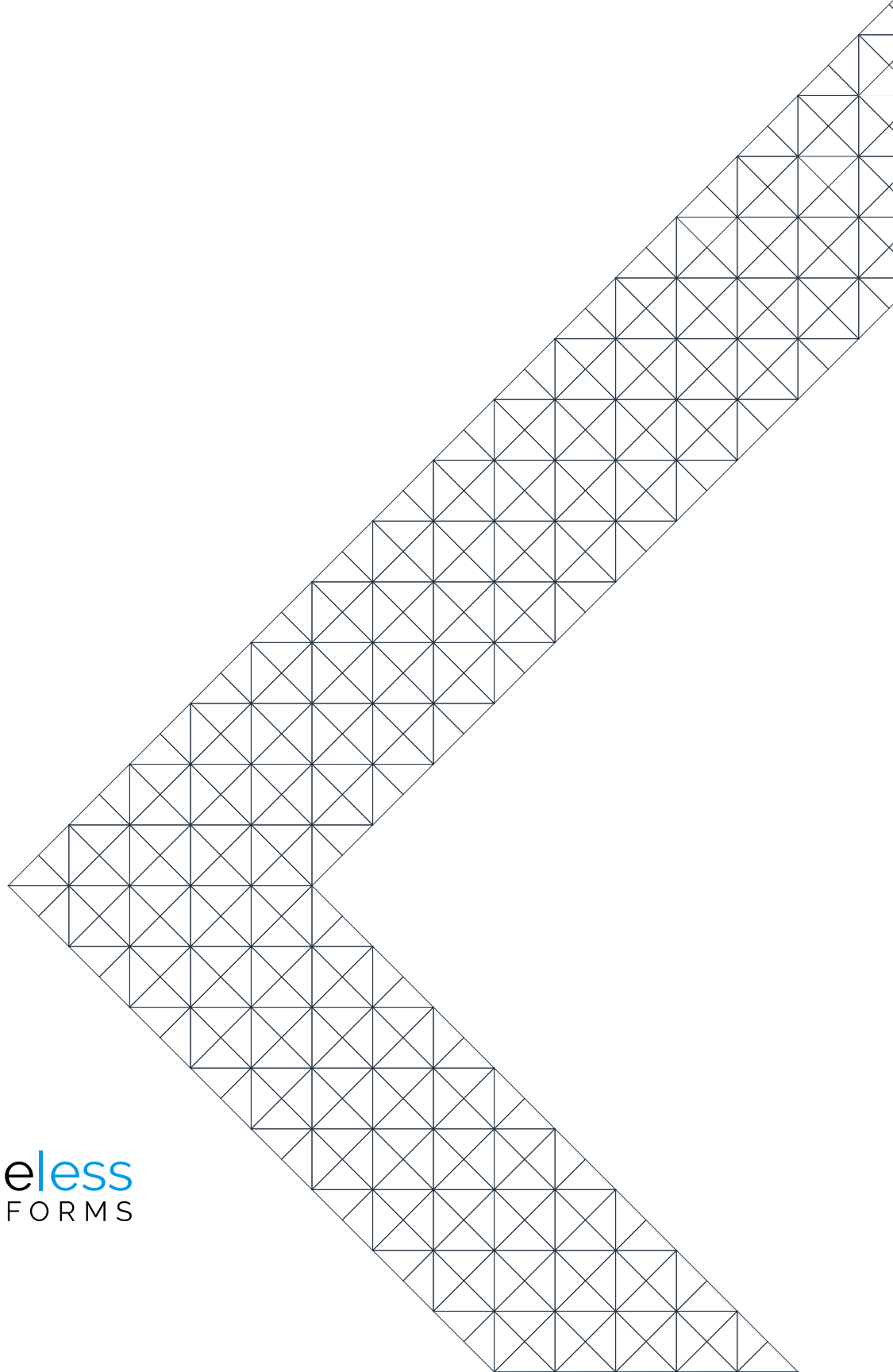


BPA Platform End User Licence Agreement (EULA)



The user of the BPA Platform ("**Software**") or the organisation or legal entity which they represent or on whose behalf they act ("**you**", "**your**") may use this Software only on the following terms ("**EULA**"). Nothing else gives you any rights in respect of the Software.

Where you are a systems integrator, consultant, reseller, distributor, dealer or are otherwise installing or Using the Software on behalf of a customer, you conclude this EULA as the agent of your customer and agree to bring the terms and conditions of this EULA to the attention of your customer.

By installing, storing, loading, displaying, running, transmitting and/or operating ("**Use**") the Software you are entering into this EULA with Codeless Platforms, a trading name of Orbis Software Limited (company number 3704171) ("**we**", "**us**").

If you do not agree to this EULA, you must cease installation or Use of the Software and return it to us along with any licence keys, or where you have downloaded it digitally, destroy all copies of the Software and associated licence keys in your possession or control. Your rights, if any, in the event of return are governed by the agreement under which the Software was purchased.

1 Interpretation

- 1.1 Wherever the words "other", "in particular", "includes", "including" or "for example" are used in this EULA, they are to be construed without limitation.
- 1.2 Any obligation in this EULA on a person not to do something includes an obligation not to agree, allow or encourage that thing to be done.

2 Licence

- 2.1 We grant you a non-exclusive, non-transferable, non-sublicensable, revocable (solely in accordance with this EULA) licence to Use the current, or any previous, commercially available version of the Software on a single device as part of your website or system architecture for so long as you maintain annual update cover for the Software ("**Licence**"), which is purchased under a separate annual agreement with us ("**Annual Update Cover Agreement**").
- 2.2 You may not, and shall procure that others do not:
 - 2.2.1 Use, copy or transfer the Software or any component of it except as permitted by this EULA;
 - 2.2.2 distribute, rent, loan, lease, give, sub-license, resell, on-provide (e.g. on a service bureau basis) or otherwise deal in the Software save as permitted in this EULA;

- 2.2.3 alter, adapt, merge, modify or translate the Software or other component elements of the Software in any way, or for any purpose, other than with our prior written consent;
 - 2.2.4 reverse engineer, disassemble or de-compile the Software other than with our prior written consent or as permitted under applicable law without possibility of contractual waiver;
 - 2.2.5 Use the Software to provide or create a competing product or service; or
 - 2.2.6 allow any third party to Use the Software or otherwise Use the Software on behalf of a third party, except as permitted elsewhere in this EULA.
- 2.3 You may transfer the Licence to another device that you own within the same geographic location, provided that you immediately cease using the Software on the original device and uninstall and remove all copies of the Software from the original device within 30 days of Using the Software on the new device.
 - 2.4 You may make a reasonable number of copies of the object code of the Software for back-up purposes, provided that such back-up is accompanied by a notice drawing attention to this EULA and the scope of the above Licence.
 - 2.5 The Software may include components owned by third parties and licensed directly to you by that third party. For more information about such components, please see our “third party software” statement, available on request. We accept no liability for such components.

3 Termination And Suspension

- 3.1 This EULA shall terminate automatically without action by us if you become bankrupt or insolvent, go into liquidation, are subject to any winding up petition, make an arrangement with your creditors, have an administrator, administrative receiver or other receiver appointed, or if you are subject to any similar action in any jurisdiction.
- 3.2 The Licence shall be suspended automatically, and this EULA shall be terminable by immediate notice to you from us, where you:
 - 3.2.1 fail to pay any sums due in respect of the Software (including the Annual Update Cover Agreement), whether that sum is due to us or one of our resellers;
 - 3.2.2 exceed the scope of the Licence, including by breach of clause 2.2; or
 - 3.2.3 breach clause 4.

- 3.3 We may disable the Software remotely where we have a right to terminate this EULA or suspend the Licence.

4 Fair Use Policy

- 4.1 The Software has a wide range of capabilities and not all of them may be made available to you where it is licensed on a limited usage basis (as set out in your order for the Software). Where the Software's functionality is limited in such a way, you must not do anything or attempt to do anything to circumvent that limitation, including by:
- 4.1.1 using the Software with different third party product from the one that we have licensed the Software to be used with;
 - 4.1.2 connecting the Software to products where we have licensed you the Software on the basis that it may only be connected to certain products; or
 - 4.1.3 creating tasks that are intended to perform unrelated activities where the Software is licensed for a limited number of tasks, e.g. multiple events initiating different parts of a task flow, or multiple unconnected task flows within a task, or daisy chaining together unrelated activities from a single event such as a single schedule event initiating many different activities involving different information, people or systems.

5 Warranty And Liability

- 5.1 We warrant to you that the Software shall perform materially in accordance with its documentation, as made available by us from time to time, provided that:
- 5.1.1 any claims under this warranty must be made in writing to us no later than 90 days after the Software is purchased;
 - 5.1.2 your sole and exclusive remedy shall be repair, replacement or refund, at our sole option; and
 - 5.1.3 you may not bring a claim for any non-conformance caused by accidents, abuse, poor storage or handling, or any act or omission on your part or on the part of any other person whilst the Software is in your possession or control.
- 5.2 Except for the warranty at clause 5.1, all warranties and conditions, whether express or implied by statute, common law or otherwise (including any warranty as to satisfactory quality or fitness for purpose) are excluded to the fullest extent permitted by law. We do not warrant that the operation of the Software will be error free or uninterrupted. It is your exclusive responsibility

to ensure that the Software is suitable for your needs and the entire risk as to its performance and as to results obtained from its use is assumed by you. You hereby acknowledge that the content and accuracy of documents produced by the Software are your sole responsibility and, whether or not produced using the Software, you also remain responsible for ensuring that any information, opinions, recommendations, forecasts or other comments produced by the Software are accurate and complete.

- 5.3 We shall have no liability arising under or connection with this EULA or the Software, regardless of the cause of action or legal theory of liability, for any loss of opportunity, profits, contracts, anticipated savings or management time, any loss of or damage to goodwill or reputation, or for any indirect or consequential loss. Our aggregate liability under or in connection with this EULA and/or the Software, regardless of the cause of action or legal theory of liability, shall be limited to the amount paid by you for this instance of the Software in the 12 months immediately preceding the event (or last in a series of events) which gave rise to the liability. Nothing in this clause 5.3 shall limit or exclude our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, or for any other matter for which it is unlawful to limit or exclude liability (as the case may be).

6 Resellers

- 6.1 Any reseller, distributor or dealer (each a **“Reseller”**) from whom you may have purchased the Software is not appointed or authorised by us to act as our agent, whether or not they are or purport to be an authorised Reseller. No such person has any authority, either express or implied, to:
- 6.1.1 enter into any contract or provide any representation, warranty or guarantee with or to you on our behalf;
 - 6.1.2 to vary the terms of this EULA; or
 - 6.1.3 otherwise bind us in any way whatsoever.
- 6.2 We are not responsible and have no liability for any acts or omissions of Resellers, including any modifications they make to the Software.

7 Privacy Policy

- 7.1 Information We Collect

We may collect data about you from a variety of sources, including:

Information you provide to us directly;

Information we collect in connection with your use of the Software; and

Information we collect from plug-ins and integrations with third-party products.

All of the information we collect may be combined to help us tailor our communications to you and to develop and improve our services.

7.2 Our Use of Your Information

We use the information we collect to:

Provide the services you request;

Communicate with you, including providing customer support;

Report anonymous, aggregate usage statistics;

Monitor Licence infringements;

Deliver marketing and other offers or information related to the Software; and
Improve Our Services.

7.3 Our Disclosure of Your Information

We do not sell or rent any of your Personal Data to any third party.

We may use and share Non-Personal Data for our marketing purposes including to display advertisements on other websites.

We may share your information:

With our third-party service suppliers and vendors;

If the Licensor is merged or sold to another company;

To protect and defend the rights and property of the Licensor (including enforcing the terms of the EULA); and

When required by law. We may be forced to disclose information to a government or third parties under certain circumstances, or third parties may unlawfully intercept or access transmissions or private communications. We can (and you authorise us to) disclose any information about you to law enforcement or other government officials as we, in our sole discretion, believe necessary or appropriate, in connection with an investigation of fraud, intellectual property rights infringements, or other activity that is illegal or may expose us to legal liability.

7.4 Information we collect

Personal Data: The Licensor may collect Personal Data from you, including when you register to evaluate, subscribe or obtain a licence to a product or

service; purchase a product or service; participate in surveys, contests, or sweepstakes; submit bugs; or contact customer service. The categories of Personal Data we may collect about you include: your name, email address, username, password, location, and billing and credit card information.

Non-Personal Data: The Licensor may collect Non-Personal Data about your use of the Software.

We may combine some Non-Personal Data with the Personal Data that we collect. Where we do so, we will treat the combined information as Personal Data if the resulting combination may be used to readily identify or locate you in the same manner as Personal Data alone.

By using the Software, you are authorising us to gather, parse, and retain data related to the provision and use of the Software for our use as described in this Privacy Policy.

Use of the Software with third party plug-ins and Integrations: If you choose to use the Software in connection with third party products and services, whether purchased from the Licensor or acquired elsewhere, the Software may have access to information from such third party products or services. The Software may collect information through your access of the third party products and services, such as your product licence key, IP address and other machine specific data along with Non-Personal Data about your third party plug-in usage.

7.5 How We Use Your Information

Internal and Service-Related Usage: We use Personal Data for internal and service related purposes only. There are very limited circumstances in which we may provide your Personal Data to third parties to allow us to facilitate the Software. For example, we may choose to pass the information through a data validation service to ensure its accuracy.

To Improve the Licensor's software & services: We may use any information you provide to:

Provide customer support;

Track the types of questions we receive;

Analyse trends;

Personalise your experience; and

Otherwise operate and enhance the Licensor's services.

Communications: We may send you a welcome email to verify your account and other transactional emails for operational purposes, such as billing,

account management, or system maintenance. You may only stop such emails by terminating the Licence. We may also send you promotions, product announcements, surveys, newsletters, developer updates, product evaluations, and event information or other marketing or commercial emails. You can opt-out of receiving these email communications from the Company at any time by unsubscribing using the unsubscribe link within each email or emailing us asking for your contact information to be removed from our email list or registration database. Although opt-out requests are usually processed immediately, please allow ten (10) business days for a removal request to be processed.

In Product Communication: We may send you information within the Software to tell you about features of the Software, additional complementary products that may be useful to you, changes to terms and conditions, product release announcements, surveys or other marketing or commercial content. You may only opt-out of these information feeds by terminating your Licence.

Marketing: We do not rent, sell, or share your Personal Data with other people or non-affiliated companies for marketing purposes (including direct marketing purposes) without your consent. We may use and share Non-Personal Data for our marketing purposes, including, without limitation, marketing on other websites. For example, we may use the information to control the number of times you have seen an advertisement, deliver advertisements tailored to your interests, and measure the effectiveness of advertisement campaigns. You can prevent us from tailoring our advertisements to you on other websites by deleting cookies.

Aggregate Data: The Licensor may make anonymous and aggregate data collected through the Software and use it for any purpose, including for research and reporting usage. This anonymous, aggregate data may be viewable to others.

7.6 How We Share and Disclose Your Information

vendors and suppliers: the licensor uses personal data for internal and service related purposes only and may provide it to third parties to allow the company to offer company services. for example, the company may share billing and credit information with service providers for the purposes of processing credit card transactions.

Legally Required Disclosures. We may access, preserve, and disclose your Personal Data, other account information, and content if we believe doing so is required by law or if such actions are reasonably necessary to:

Comply with a legal process, such as a court order or subpoena;

Enforce this Privacy Policy or our EULA;

Respond to claims that any content violates the rights of third parties;

Respond to your requests for customer service;

Respond to law enforcement;

Investigate and prevent unauthorised transactions or other illegal activities; or

Protect our or others' rights, property, or personal safety.

Merger, Sale, or Other Asset Transfers: We may disclose information we possess about you as part of a merger, acquisition, sale of company assets, or transition of service to another provider, as well as in the unlikely event of insolvency, bankruptcy, or receivership in which your Personal Data would be transferred as one of the business assets of the company. We do not guarantee that any entity receiving such information in connection with one of these transactions will comply with all of the terms of this Privacy Policy.

7.7 Security of Your Information

We take steps to ensure that your information is treated securely and in accordance with the terms of this Privacy Policy. Unfortunately, the Internet cannot be guaranteed to be 100% secure, and we cannot ensure or warrant the security of any information you provide to us. We do not accept liability for unintentional disclosure. By using the Software or providing Personal Data to us, you agree that we may communicate with you electronically regarding security, privacy, and administrative issues relating to your use of the Software. If we learn of a security system's breach, we may attempt to notify you electronically by posting a notice through the Software or sending an email to you.

You may have a legal right to receive this notice in writing. To receive a free written notice of a security breach (or to withdraw your consent from receiving electronic notice), please notify us at privacy@codelessplatforms.com

7.8 Update and Delete Information

You may update or remove some of your information by sending us a request to privacy@codelessplatforms.com

International Users: By choosing to make use of the Software or otherwise providing information to us, you agree that any dispute over privacy or this Privacy Policy will be governed by English law. If you are visiting from the European Union or other regions with laws governing data collection and use, please note that you are agreeing to the transfer of your Personal Data to the United Kingdom by us. By providing your Personal Data, you consent to any transfer and processing in accordance with the terms of this Privacy Policy.

You also consent to the adjudication of any disputes arising in connection with us or the Software in accordance with the EULA, as applicable.

7.9 Additional Information

New Uses of Personal Information and Other Information: From time to time, we may use information, including Personal Data, for new, unanticipated uses not previously disclosed in our Privacy Policy. If our information practices change regarding information previously collected, we will take reasonable efforts to provide notice and obtain consent to any such uses as required by law.

Publication of Revised Privacy Policy: We will publish any changes to this Privacy Policy on the Company website. The revised version will be effective at the time it is posted. If you are concerned about how your information is used, bookmark this page and read any amendments to this Privacy Policy from time to time.

Other Websites, Apps, and Plug-ins: When you navigate away from the Software to websites or applications controlled by third parties (including your use of third party products), you leave the Software, at which point this Privacy Policy no longer applies. You will not receive a warning when you leave the Software. If you use third party products available through the Software, this Privacy Policy does not control how third parties collect, use, and disclose information. However, we require third parties who publish their products for distribution for use with the Software to provide privacy notices and agree to reasonably adequate privacy and security measures, as required by law.

8 General

- 8.1 We may require you to agree to an amended EULA before Using new versions of the Software. If you do not agree with such amendments, you must not install such new version and shall not be entitled to any improvements made or functionality added in that new version.
- 8.2 This EULA contains the whole agreement between the parties, and supersedes all prior agreements, arrangements and understandings between the parties, relating to the licensing of the Software. Each party acknowledges that, in entering into this EULA, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this EULA or not) (each, a **“Representation”**) other than as expressly set out in this EULA. Nothing in this clause 8.2 shall limit or exclude any liability for any fraudulent Representation.

- 8.3 You may not assign your rights under this EULA without our written approval. We may assign this EULA without restriction. This EULA shall be binding on the parties' successors and assignees.
- 8.4 A person who is not a party to this agreement shall have no right whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of it.
- 8.5 If any provision of this EULA is held to be invalid or unenforceable for any reason, that provision shall, if possible, be adjusted rather than voided, in order to achieve a result which corresponds to the fullest possible extent to the intention of the parties. The nullity or adjustment of any provision of this EULA shall not affect the validity and enforceability of any other provision of this EULA.
- 8.6 The failure of a party to enforce a provision of this EULA or any rights with respect thereto (or any delay in so doing) shall not be a waiver of that provision or right, or in any way affect the validity of this EULA. A waiver of any claim for a breach of this EULA shall not operate to waive any claims in respect of any other breach.
- 8.7 This EULA and all non-contractual obligations arising out of or in connection with it are governed by English law and subject to the exclusive jurisdiction of the English courts.