

# End User License Agreement

This End User License Agreement (**License**) is a legal agreement between you (**End User** or **you**) and IAM TECHNOLOGY GROUP LIMITED and its subsidiaries – Company details can be found in our [Jurisdiction Specific Terms](#) (**Licensor, us** or **we**). This License is granted in respect of an overarching Master Service Agreement between the Licensor and your institute/business/employer (**Licensee**) for:

- (**Software**);
- User guides applicable to the use of the Software (**Documentation**); and
- the provision of IAM Cloud’s Software services specified in an order between Licensor and Licensees (**Subscribed Services**).

collectively referred to as “Services” herein.

We license use of the Software and Documentation to you on the basis of this License. We do not sell the Software or Documentation to you. We remain the owners of the Software and Documentation at all times.

## 1. Grant and scope of license, minor changes, updates and upgrades

**1.1** In consideration of you agreeing to abide by the terms of this License, the Licensor hereby grants to you a non-exclusive, non-transferable license to use the Software and the Documentation on the terms of this License for the duration of a subscription period agreed between the Licensor and Licensee.

**1.2** The Licensee and End User shall be provided with a secure password for use of the Software, Services and Documentation and that password shall be confidential and not shared with any other third party.

**1.3** You may:

**1.3.1** use the Software for your professional or educational purposes only. As the Licensee is a multi-user or has a network license, for the number of total active or concurrent users agreed between the Licensee and us

**1.3.2** provided you comply with the provisions in condition 2, make copies of the Software for back-up purposes; and

**1.3.3** use any Documentation in support of the use permitted under condition 1.2 and make as many copies of the Documentation as are reasonably necessary for its lawful use.

**1.4** We may update or require you to update the Software, provided that the Software shall always match the description of it that we provided to you before started licensing it.

**1.5** The Licensor agrees to provide the Services in accordance with these Terms and the Service Level Agreement (“SLA”) set out at <https://www.iamcloud.com/service-level-agreement>.

**1.6** The Licensor reserves the right to make changes to the Services and upgrade the Software. Any material functionality changes and/or removals of functionality to the existing Services would be made by prior written notice to Licensee. Such changes will be carried out at the Licensor’s discretion and may result in access to the Services being temporarily unavailable.

The Licensor will use all reasonable endeavours to limit any period of unavailability of any of the Subscribed Services. All production changes can be found at <https://www.iamcloud.com/changelog>.

**1.7** The Licensee acknowledges and agrees to adhere to any Product Specific Terms and/or any Jurisdiction Specific Terms relating to the Subscribed Services purchased that may be relevant to the use of the Software being licensed and in turn will ensure you are made aware of just specific terms.

**1.8** You acknowledge and agrees that their account and access to the Software cannot be shared.

**1.9** You acknowledge that this License is provided in respect of an agreement between the Licensor and the Licensee. Wherever a License is provided on the basis of a named user, the Licensee is able to change an existing named user to a different user by contacting the Licensor.

**1.10** You warrant and represent that you shall, keep confidential and not share with any third party the password or access details for access to any Software or Subscribed Services.

## 2. Restrictions

**2.1** Except as expressly set out in this License or as permitted by any local law, you undertake:

**2.1.1** not to copy the Software or Documentation, except where such copying is incidental to normal use of the Software or where it is necessary for the purpose of back-up or operational security;

**2.1.2** not to rent, lease, sub-license, loan, translate, merge, adapt, vary, alter or modify, the whole or any part of the Software or Documentation nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;

**2.1.3** not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the Software to obtain the information necessary to create an independent program that can be operated with the Software or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities:

**2.1.3.1** is used only for the Permitted Objective;

**2.1.3.2** is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and

**2.1.3.3** is not used to create any software that is substantially similar in its expression to the Software;

**2.1.4** to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;

**2.1.5** to include our copyright notice on all entire and partial copies of the Software in any form;

**2.1.6** not to provide, or otherwise make available, the Software in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person without prior written consent from us;

**2.1.7** to comply with all applicable technology control or export laws and regulations.

## 3. Intellectual Property Rights

**3.1** You acknowledge that all intellectual property rights in the Software and the Documentation throughout the world belong to us, that rights in the Software are licensed (not sold) to you, and that you have no intellectual property rights in, or to, the Software or the Documentation other than the right to use the Software and the Documentation in accordance with the terms of this License.

**3.2** You acknowledge that you have no right to have access to the Software in source code form other than as expressly provided in this License.

## 4. Warranty

**4.1** Subject to the remainder of this clause 4, the Licensor warrants that:

**4.1.1** The Software and Subscribed Services shall operate materially in accordance with its Description when used under normal use and normal circumstances; and

**4.1.2** it will provide the Services under this license with reasonable care and skill.

**4.2** The Services may be subject to delays, interruptions, errors or other problems resulting from use of the internet or public electronic communications networks used by the parties or third parties. The Licensee acknowledges that such risks are inherent in cloud services and that the Licensor shall have no liability for any such delays, interruptions, errors or other problems.

**4.3** If there is a breach of any warranty in clause 4.1 the Licensor shall at its option: use reasonable endeavours to repair or replace the impacted Services within a reasonable time or (whether or not it has first attempted to repair or replace the impacted Service). To the maximum extent permitted by law, this clause 4.3 sets out your sole and exclusive remedy (however arising, whether in contract, negligence or otherwise) for any breach of any of the warranties in clause 4.1.

**4.4** The warranties in clause 4.1 are subject to the limitations set out in clause 5 and shall not apply to the extent that any error in the Services arises as a result of:

**4.4.1** incorrect operation or use of the Services by the Licensee or you (including any failure to follow the Documentation or failure to meet minimum specifications);

**4.4.2** use of any of the Services other than for the purposes for which it is intended;

**4.4.3** use of any Services with other software or services or on equipment with which it is incompatible (unless the Licensor recommended or required the use of that other software or service or equipment in the Licensor documentation or knowledge base);

**4.4.4** any act by any third party (including hacking or the introduction of any virus or malicious code);

**4.4.5** any modification of Services (other than that undertaken by the Licensor or at its direction); or

**4.4.6** any breach of this license you.

**4.5** The Licensor accepts no liability for any breach or material loss deriving from any event where an end User account experiences unauthorised access by a third party.

**4.6** The Licensor agrees to use all reasonable endeavours to meet the service levels set out in the Service Level Agreement, which can be found at: [iamcloud.com/service-level-agreement](https://iamcloud.com/service-level-agreement).

**4.7** Other than as set out in this clause 4, and subject to clause 5.2, all warranties, conditions, terms, undertakings or obligations whether express or implied and including any implied terms relating to quality, fitness for any particular purpose or ability to achieve a particular result are excluded to the fullest extent allowed by applicable law.

## 5. Our Responsibility for Loss or Damage Suffered By You

**5.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this License or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time this License was made, both we and you knew it might happen.

**5.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

**5.3 When we are liable for damage to your property.** If defective digital content that we have supplied including us actively placing malware or nefarious code in our applications or our negligence damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge; or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us; or your system is the subject of an advanced hack against us that reasonable protection could not have foreseen or prevented; or issues relating to conflicts between our Software and your IT environment that we cannot control.

**5.4 We are not liable for business losses.** The Software is for professional or educational purposes only. Irrespective of the use of the Software, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**5.5** You acknowledge that the Software has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documentation meet your requirements.

## 6. Suspension

6.1 The Licensor may suspend access to the Services (or any part) by the Licensee or End User should the Licensor suspects that there has been any misuse of the Services or breach of this license

## 7. Termination

7.1 We may terminate this License immediately by written notice to you if you commit a material or persistent breach of this License which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.

7.2 Upon termination for any reason:

7.2.1 all rights granted to you under this License shall cease;

7.2.2 you must cease all activities authorised by this License; and

7.2.3 you must immediately delete or remove the Software from all computer equipment in your possession and immediately destroy or return to us (at our option) all copies of the Software then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

## 8. How We May Use Your Personal Information

Under data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in <https://www.iamcloud.com/privacy> and it is important that you read that information.

## 9. Other Important Terms

9.1 We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

9.2 You may only transfer your rights or your obligations under this License to another person if we agree in writing or under condition 2.1.1

9.3 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.

9.4 Each of the conditions of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining conditions will remain in full force and effect.

9.5 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not

prevent us taking steps against you at a later date.

**9.6 Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

**9.7 Dispute resolution.** Any dispute arising between the parties out of or in connection with this License shall be dealt with in accordance with the provisions of this clause 9.7.

**9.7.1** You should firstly raise any issue or complaint regarding this License to the Licensee. The parties shall use all reasonable endeavours to reach a negotiated resolution through If the dispute has not been resolved within seven days of the first meeting of the commercial/sales managers (or equivalent), then the matter shall be referred to the chief executives (or persons of equivalent seniority). The chief executives (or equivalent) shall meet within seven days to discuss the dispute and attempt to resolve it.

**9.7.2** Until the parties have completed the steps referred to in clause 9.7.1, and have failed to resolve the dispute, neither party shall commence formal legal proceedings or arbitration except that either party may at any time seek urgent interim relief from the courts or emergency arbitrator relief.