

## GLASSWALL SOLUTIONS LTD: END USER LICENSE AGREEMENT

This license agreement is between **GLASSWALL SOLUTIONS LIMITED** a company incorporated and registered in England and Wales with company number 05573793 and whose registered office is at 18a St James's Place, London SW1A 1NH, England (**Glasswall**) and **[INSERT COMPANY NAME]** a company incorporated and registered in **[INSERT STATE OF INCORPORATION]** and whose registered office is at **[INSERT ADDRESS]** (**Licensee**).

Glasswall is the owner and licensor of certain security software known as the "Glasswall Software" and all new versions, updates, patches and fixes, and upgrades thereto and the software keycode (as applicable) (together, the **Glasswall Software**), and the associated documentation, including the technical documentation and user guides, relating to the Glasswall Software (the **Documentation**).

Glasswall licenses the Glasswall Software and Documentation to the Licensee on the basis of this end user license agreement (**EULA**). Glasswall does not sell the Glasswall Software to the Licensee and Glasswall remains the owner or licensor of the Glasswall Software at all times. All rights not specifically granted in this EULA are reserved to Glasswall and its licensors.

### 1. Grant and scope of license

- 1.1 In consideration of the Licensee agreeing to abide by the terms of this EULA, Glasswall hereby grants to the Licensee a non-exclusive, non-transferable, revocable license for the Term (as defined in clause 4.1) to install and use the Glasswall Software and the Documentation in accordance with and subject to the terms and conditions of this EULA.
- 1.2 The Licensee may install and use the Glasswall Software during the Term of this EULA only:
  - 1.2.1 in object code form and strictly for the purpose of processing the Licensee's data for the normal internal business purposes of the Licensee (which shall not include allowing the use of the Glasswall Software by, or for the benefit of, any person other than the personnel of the Licensee (the **Purpose**); and
  - 1.2.2 on a platform with a specification authorized by Glasswall as detailed in Glasswall's "Service Level Agreement", as provided by Glasswall from time to time, upon Licensee's request.
- 1.3 The Licensee shall be solely responsible for the installation of the Glasswall Software and shall take all prudent measures to protect its systems and networks from any viruses and harmful content and other consequences potentially arising from such installation.
- 1.4 The Licensee's installation of the Glasswall Software shall be on the Licensee's own permanent system or network and the Glasswall Software may not be transferred except, in the licensed configuration to a replacement computer or for temporary CPU transfer in the event of computer malfunction.
- 1.5 The Licensee may only install and use the number of instances of the Glasswall Software for which license fees have been paid.
- 1.6 The Licensee may make as many routine backup copies of the Glasswall Software as may be necessary for its lawful use. The Licensee shall record the number and location of all copies of the Glasswall Software.
- 1.7 Any and all copies of the Glasswall Software shall continue to be subject to this EULA and shall include the following copyright attribution notice acknowledging Glasswall's and its third party licensor(s) proprietary rights in the Glasswall Software: "Copyright [insert the actual copyright date(s) from the source materials] Glasswall Solutions Limited and its third party licensors. All rights reserved."
- 1.8 The Licensee may permit third party consultants and contractors to access and use the Software (i)

solely for the benefit of the Licensee; (ii) solely for the Purpose; and (iii) strictly in accordance with this License. The Licensee shall be responsible for compliance by such consultants or contractors with the terms and conditions of this License and shall be liable to Glasswall for breach of these license terms by such third party consultants and contractors. The Licensee shall require such consultants and contractors to discontinue use of, and access to, the Software upon completion of the work for the Licensee

1.9 The Licensee shall be responsible for:

1.9.1 obtaining (and maintaining for the Term of this EULA) and directly entering into any relevant licenses for pre-requisite third party software and services with the appropriate third parties ;

1.9.2 ensuring that the relevant recommended hardware as specified in the Documentation, if any, is installed at the Licensee's site prior to installation of the Glasswall Software.

1.10 The Licensee may use the Documentation in support of the installation and use of the Glasswall Software as permitted pursuant to this EULA and may make such number of copies as is reasonably required for that purpose.

1.11 The Licensee shall use its best endeavours to protect the Glasswall Software from any use, reproduction, exploitation, distribution, or publication not specifically permitted under this EULA.

## **2. Restrictions**

2.1 Except to the extent otherwise expressly stated in this EULA, the Licensee shall not and shall not permit any third party to:

2.1.1 directly or indirectly engage in any form of commercial exploitation of the Glasswall Software or to permit any third party to access any Glasswall Software, in each case, save as provided under clause 1.8 and unless expressly agreed with Glasswall in writing together with any additional terms or additional fees specified by Glasswall. "Commercial exploitation" means allowing third parties access to or to benefit from the Glasswall Software and/or to services provided through use of the Glasswall Software, regardless of whether or not revenue is generated in connection with the same by the Licensee;

2.1.2 decompile, reverse engineer, disassemble or otherwise reduce any part of the Glasswall Software to human-readable form nor permit any third party to do so. The interface information necessary to achieve interoperability of the Glasswall Software with independently created computer programs will be provided by Glasswall on request and on payment of Glasswall's reasonable costs and expenses for procuring and supplying such information. In the event that Glasswall notifies the Licensee that it does not intend to make such information available for any reason, including (without limitation) cost, or does not respond to a written request by the Licensee within sixty (60) days of Glasswall's receipt of that written request, the Licensee shall be permitted to take such steps as to achieve interoperability provided that the Licensee shall only reverse engineer or decompile to the maximum extent permitted by law;

2.1.3 copy, make error corrections to or otherwise modify or adapt or translate the Glasswall Software nor create derivative works based upon the Glasswall Software;

2.1.4 make any attempt to unlock or bypass any software keycode and/or hardware key used; or

2.1.5 remove or obscure any copyright, trademark notice, or restrictive legend of Glasswall or any of its third-party licensors.

2.2 Except to the extent otherwise expressly stated in this EULA, the Licensee shall not sub-license, lend,

time-share, assign, novate or transfer, in whole or in part, or any of the Glasswall Software, and shall not allow the Glasswall Software to become the subject of any charge, lien or encumbrance.

2.3 The Licensee shall:

- 2.3.1 keep a complete and accurate record of the Licensee's copying and disclosure of the Glasswall Software and its users, and produce such record to Glasswall on request from time to time;
- 2.3.2 notify Glasswall as soon as it becomes aware of any unauthorized use of the Glasswall Software by any person;
- 2.3.3 pay, for broadening the scope of the licenses granted under this EULA to cover the unauthorized use, an amount equal to the fees which Glasswall would have levied (in accordance with its normal commercial terms then current) had it licensed any such unauthorized use on the date when such use commenced.

**3. Intellectual Property Rights**

- 3.1 For the purposes of this EULA, **Intellectual Property Rights** shall mean copyright, patents, rights in inventions, rights in confidential information, know-how, trade secrets, trade marks, service marks, trade names, design rights, rights in get-up, database rights, rights in data, semi-conductor chip topography rights, mask works, utility models, domain names, rights in computer software and all similar rights of whatever nature and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future and (v) wherever existing.
- 3.2 This EULA will not operate to transfer any Intellectual Property Rights owned by either party to the other party or to any third party.
- 3.3 The Intellectual Property Rights in the Glasswall Software and the Documentation shall be and remain the property of Glasswall and/or its third-party licensors and the Licensee have no right, title or interest thereto save as licensed hereunder. The Licensee shall not be entitled to acquire any such right, title or interest, nor use such Intellectual Property Rights save as authorized in this EULA or as otherwise agreed by Glasswall.
- 3.4 Without prejudice to the right of the Licensee or any third party to challenge the validity of any of Glasswall's Intellectual Property Rights, the Licensee shall not do or authorize any third party to do any act which would or might invalidate or be inconsistent with any Intellectual Property Rights of Glasswall.
- 3.5 Subject to clauses 3.6 and 3.7, provided always that the Licensee has complied with the terms of this EULA and has and continues to mitigate such damages, costs and expenses to the fullest extent possible, Glasswall shall at its own expense defend the Licensee or, at its option, settle any claim or action brought against the Licensee alleging that the possession or use of the Glasswall Software (or any part thereof) in accordance with the terms of this EULAs infringes the Intellectual Property Rights (other than in connection with any US patent or patent application) of any third party (**Claim**) and shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against the Licensee as a result of or in connection with any such Claim, subject to the following conditions:
  - 3.5.1 the Licensee shall promptly on becoming aware notify Glasswall in writing of any such Claim or alleged Claim;
  - 3.5.2 the Licensee must make no admissions in connection with such Claim without the prior written consent of Glasswall; and

- 3.5.3 the Licensee, at Glasswall's request and expense, shall permit Glasswall or its authorized representative to conduct and/or settle all negotiations, litigation (or other methods of dispute resolution) and claims. The Licensee shall give Glasswall all reasonable assistance in relation thereto, and the costs incurred and costs recovered in such negotiations, litigation (or other methods of dispute resolution) or claims shall be for Glasswall's account.
- 3.6 Glasswall shall have no obligation or liability for any Claim based upon or resulting from:
- 3.6.1 the use, operation or combination of the Glasswall Software with programs, data, equipment, materials or documentation not provided by Glasswall;
- 3.6.2 modification of the Glasswall Software, unless such modification has been performed by Glasswall or at its direction;
- 3.6.3 non-compliance with Glasswall's designs, specifications or Documentation; or
- 3.6.4 information, directions, specifications or materials provided by the Licensee or by any third party.
- 3.7 If at any time any Claim or any allegation of infringement of Intellectual Property Rights is made in respect of any of the Glasswall Software, or if in Glasswall's reasonable opinion such a Claim or allegation is likely to be made, Glasswall may at Glasswall's own expense and sole option:
- 3.7.1 obtain a right for the Licensee to continue using the infringing Glasswall Software; or
- 3.7.2 modify or replace the infringing Glasswall Software so as to avoid the infringement, without detracting from the overall performance of the infringing Glasswall Software; or
- 3.7.3 if neither clause 3.7.1 or 3.7.2 is reasonably commercially practical, and provided the infringing Glasswall Software is returned to Glasswall in good condition, fair wear and tear excepted, Glasswall's sole liability shall be to refund a pro-rated proportion of the amount paid by the Licensee for the infringing Glasswall Software during the current license period.
- 3.8 The provisions of this clause 3 states the entire liability of Glasswall and the exclusive remedy of the Licensee with respect to any Claim or any other infringement of any third party Intellectual Property Rights arising from the Licensee's receipt, use or possession of the Glasswall Software, whether under theory of indemnity, breach of contract, warranty or otherwise.

#### **4. Term and termination**

- 4.1 This EULA shall commence upon the date of signature of the second party to execute this EULA below and shall continue in full force and effect for a period of [INSERT YEARS] unless terminated earlier in accordance with this EULA (the **Term**).
- 4.2 Without prejudice to any other right or remedy available to it, Glasswall may terminate this EULA with immediate effect by giving written notice to the Licensee:
- 4.2.1 if the Licensee commits a breach of any term of this EULA which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 10 days after being notified in writing to do so; or
- 4.2.2 if (i) the Licensee enters into any compromise or arrangement with its creditors; or (i) an order is made or an effective resolution is passed for the Licensee's winding up (except for the purposes of amalgamation or reconstruction as a solvent company); or (iii) a receiver, manager, or administrator is appointed in respect of the whole or any part of the Licensee's undertaking or assets; or (iv) any similar or analogous event to those described in sub-clauses (i)-(iii) affects the Licensee in the jurisdiction in which it is domiciled or incorporated.

- 4.3 Without prejudice to any other rights or remedies of Glasswall, Glasswall shall be entitled to terminate the EULA upon giving 1 month's written notice to the Licensee if for any reason the production of the Glasswall Software has been permanently discontinued.
- 4.4 Upon any expiry or termination of this EULA, the Licensee shall immediately discontinue use of the Glasswall Software and shall return to Glasswall or destroy the Glasswall Software and any whole or partial copies, codes, modifications, and merged portions thereof in any form, and if Glasswall so requests shall certify such in writing.
- 4.5 On any termination or expiry of this EULA any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the EULA which existed at or before the date of termination shall not be affected or prejudiced.
- 4.6 On any termination or expiry of this EULA all provisions of this EULA that operate to protect the rights of Glasswall and/or its third-party licensors shall survive the termination or expiry of this EULA.

## **5. Limited warranty**

- 5.1 Glasswall warrants that the Glasswall Software will conform in all material respects to the Documentation for a period of 90 days from the commencement date of this EULA (**Warranty Period**). If, within the Warranty Period, the Licensee notifies Glasswall in writing of any defect or fault in the Glasswall Software in consequence of which it fails to conform in all material respects to the Documentation, and such defect or fault does not result from the Licensee, or anyone acting with the authority of the Licensee, having amended the Glasswall Software or used it outside the terms of this EULA or in a context other than the purpose or context for which it was designed or it has not been loaded onto suitably configured hardware, Glasswall shall, at its option:
  - 5.1.1 replace the Glasswall Software to the extent necessary to comply with the warranty, when such replacement shall have the benefit of the balance of the Warranty Period; or
  - 5.1.2 return of the license fees paid for the Glasswall Software for the current license period.
- 5.2 Glasswall and its respective licensors do not represent or warrant: (i) that the use of the Glasswall Software will be secure, uninterrupted, error-free or operate in combination with any other hardware, software or system; (ii) that the Glasswall Software will meet the Licensee's requirements or expectations; (iii) the suitability of any advice provided to the Licensee; (iv) that any stored data will be accurate or reliable; or (v) that the Glasswall Software will meet any Heightened Cybersecurity Requirement. "Heightened Cybersecurity Requirements" shall mean laws, regulations, codes, guidance or standards, which are applicable to the Licensee relating to security of network and information systems and security breach and incident reporting requirements, which may include the Cybersecurity Directive ((EU) 2016/1148)) and the Network and Information Systems Regulations 2018 (SI 506/2018), in each case as amended or updated from time to time.
- 5.3 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this EULA or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

## **6. Limitation of liability**

- 6.1 Nothing in this EULA limits or excludes any liability of either party for:
  - 6.1.1 death or personal injury caused by that party's negligence;
  - 6.1.2 fraud or fraudulent misrepresentation; or

6.1.3 any other liability which cannot by law be limited or excluded.

6.2 Subject to clauses 6.1 and 6.3, Glasswall's total aggregate liability in contract (including in respect of any indemnity), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this EULA shall be limited to 100% of the license fees paid by the Licensee in respect of the Glasswall Software during the 12 months immediately preceding the date on which the event giving rise to the claim arose.

6.3 Glasswall shall have no liability to the Licensee in contract, tort (including negligence) or otherwise arising out of or in connection with this EULA for any:

6.3.1 direct or indirect loss of goodwill, profits, revenue, business, contracts or anticipated savings;

6.3.2 special, indirect or consequential loss or damage; and

6.3.3 loss or corruption of data or information.

6.4 The Licensee agrees that, if the Licensee breaches this EULA, Glasswall may not adequately be compensated by money damages alone and therefore Glasswall shall be entitled, in addition to any other right or remedy available to it (including, but not limited to, an action for damages), to seek the remedies of injunction, specific performance and other equitable relief in any court of competent jurisdiction for any such actual, threatened or potential breach.

## **7. Indemnity**

The Licensee shall fully indemnify and hold harmless Glasswall and its third-party licensors from and against all liabilities, claims, suits or damages (including, but not limited to, legal fees, costs, judgements and reasonable expenses incurred) arising out of any use of the Glasswall Software which is not permitted by this License.

## **8. Audit**

During the Term of this License and for a period of two (2) years thereafter, Glasswall (or its appointed third party representative) may upon at least five (5) business days' written notice, audit the computer systems and records of the Licensee and any third parties to whom access to the Glasswall Software is granted as authorized under the EULA, for the purpose of ascertaining compliance with the terms of the EULA. The Licensee shall, and shall ensure that such third parties shall, provide to Glasswall all reasonable co-operation and assistance in relation to the audit which shall be conducted at Glasswall's expense, provided however that there is found to be a breach of this EULA the Licensee shall pay Glasswall's costs for conducting the audit and any additional fees that are found to be due as a result of such audit. If the underpaid fees exceed 5% of the fees paid, then the Licensee shall also pay Glasswall's reasonable costs of conducting the audit.

## **9. Export regulations**

9.1 The Licensee acknowledges that this EULA and the performance thereof are subject to compliance with any and all applicable United Kingdom and international laws, regulations, or orders relating to the export of software or know-how relating thereto (**Export Laws**).

9.2 The Licensee agrees that the Glasswall Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the Export Laws. In addition, if the Glasswall Software is identified as export controlled items under the Export Laws, the Licensee represents and warrants that it is not a citizen of, or otherwise located within, an embargoed nation and that it is not otherwise prohibited under the Export Laws from receiving or using the Glasswall Software.

9.3 All rights to use the Glasswall Software are granted on condition that such rights are forfeited if the

Licensee fails to comply with this clause 9.

## **10. Entire agreement**

- 10.1 This EULA constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 10.2 Each party acknowledges that in entering into this EULA it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this EULA.
- 10.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this EULA.
- 10.4 Nothing in this clause shall limit or exclude any liability for fraud or fraudulent misrepresentation

## **11. General**

- 11.1 Neither party shall be liable to the other party for a failure to perform any of its obligations under this EULA if such failure results from circumstances beyond the party's reasonable control (**Force Majeure Event**), provided the party seeking to claim such relief from performing its obligations informs the other party as soon as practical and shall use reasonable endeavours to re-commence performance of its affected obligations as soon as reasonably practicable after the cessation of the applicable Force Majeure Event.
- 11.2 No variation of this EULA shall be effective unless it is in writing and signed by the parties or their authorized representatives.
- 11.3 No failure or delay by a party to exercise any right or remedy provided under this EULA or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 11.4 Except as expressly provided in this EULA, the rights and remedies provided under this EULA are in addition to, and not exclusive of, any rights or remedies provided by law.
- 11.5 If any provision or part-provision of this EULA 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 EULA.
- 11.6 The Licensee shall not, without the prior written consent of Glasswall, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this EULA.
- 11.7 Glasswall may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this EULA.
- 11.8 This EULA does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 11.9 The parties will attempt in good faith to resolve all disputes, disagreements or claims under this EULA.
- 11.10 This EULA and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of New York.
- 11.11 Each party irrevocably agrees that the federal or state courts located within the State of New York shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this EULA

or its subject matter or formation (including non-contractual disputes or claims).

11.12 Nothing in this EULA shall prevent Glasswall from applying to the courts of any other country for injunctive or other interim relief.

Agreed for and on behalf of:

**Glasswall Solutions Limited**

**[Insert licensee name]**

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date