



End User License Agreement for Prevensys Software

THESE TERMS are applicable from 25 September 2019

This end user license agreement (“EULA”) shall govern your use of the Prevensys Software. By downloading, installing or using the Software, You, accept the Software and agree to be bound by the terms of this EULA. If You do not agree to the terms of this EULA, or do not have the authority to bind the legal entity you represent to these terms, You must not download, install, or use the software. This EULA relates to and incorporates the terms defined in the Master Supply Agreement between the Parties. Terms in capital shall have the meaning as attributed in the definition section(s) in the Master Supply Agreement and this EULA. Prevensys Software is not available for use by members of the public, it must only be used by a non-human legal entity such as a company or government organisation.

1 Definitions and Interpretation

The following terms have the following meanings:

Charges: means the price charged by Quadris for the Software as defined in the Order;

License Key: means a serial number that enables You to activate and use the Software;



License Term: means the minimum duration that this EULA shall last for. This shall be ten years from the order date specified in the Call-Off Order, unless the term is specified separately in the Call-Off Order;

Master Supply Agreement (MSA): a service agreement that contains Quadris' Terms and Conditions relating to the supply of Software;

Open Source Software: means software components that are licensed under a license approved by the Open Source Initiative or similar open source or freeware license and are embedded in the delivered Software;

Order (or Call-Off Order): holds the details of the Prevensys Software being purchased by You under the terms of this EULA and Our Master Supply Agreement;

Prevensys: shall mean the Prevensys Software (also known as Software) produced and provided by Quadris which you acquire under an Order and which is governed by Quadris' End User License Agreement, together with any software code relating to the foregoing that is provided to You pursuant to a support and software subscription contract and that is not subject to a separate license agreement;

Territory: means, unless otherwise confirmed in the Order, the country or countries specified in the Order that You may use the Prevensys Software in;

Unit: shall mean the quantities in which Prevensys Software is supplied by Quadris. The Units purchased shall be specified in the Order; and



You (Your): also known as Customer. A person associated with and representing a non-human legal entity that is a Party to the Master Supply Agreement, the Order and this EULA.

2 Grant of License

(a) Subject to the terms and conditions of this EULA and payment of the Charges, Quadris grants You, during the License Term, a non-exclusive, non-transferable, limited and revocable License to use the Software, in executable code form only, for your internal operations within the Territory. The License to the Software is limited to the quantities and other limitations specified in each applicable Order.

(b) You may make one copy of the Software for archival purposes only. The copy shall: (i) be kept within Your possession or control; (ii) include all titles, trademarks, and copyright and restricted rights notices in the original; and (iii) be subject to this EULA. Copying of the Software for any other purpose is, without Quadris' prior written consent, expressly prohibited.

(c) Notwithstanding anything herein to the contrary, Open Source Software is licensed to You under such Open Source Software's own applicable license terms, which are available upon request. These Open Source Software license terms are consistent with the license granted in this EULA and may contain additional rights benefiting You. The Open Source Software license terms shall take precedence over this EULA to the extent that this EULA imposes greater restrictions on You than the applicable Open Source Software license terms.

(d) If You are licensing the Software for evaluation or trial purposes, Your use of the Software is only permitted for the period limited by the License Key. Notwithstanding any other provision in this EULA, an Evaluation and



trial License of the Software is provided “AS-IS” without indemnification, support or warranty of any kind, expressed or implied.

3 Use of Software

(a) You acknowledge that the Software and the structure, organization and source code of the Software constitute valuable trade secrets of Quadris. Accordingly, except as expressly permitted in Clause 2 or as otherwise authorized by Quadris in writing, You will not and will not permit any third party to: (a) sell, lease, license, distribute, sublicense or otherwise transfer in whole or in part the Software to any third party; (b) decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from the Software, in whole or in part; (c) copy the Software, except for archival purposes, as set out in Clause 2(b); (d) create, develop, license, install, use, or deploy any software or services to circumvent, enable, modify or provide access, permissions or rights which violate the technical restrictions of the Software as described in this EULA; (e) translate, modify or create derivative works based upon the Software; (f) remove any product identification, proprietary, copyright or other notices contained in the Software; or (g) operate the Software on behalf of or for the benefit of any third party, including the operation of any service that is accessed by a third party.

(b) Except as expressly provided herein, you have no right or permission to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to any software supplied by Quadris in whole or in part, other than in accordance with your statutory rights (if any).

(c) The Software, all copies and portions thereof, and all improvements, enhancements, modifications and derivative works thereof, and all Intellectual Property Rights therein, are and shall remain the sole and exclusive property of Quadris and its licensors. Your rights to use the Software shall be limited to those expressly granted in this EULA and any the Order. No other rights with respect to the Software or any related



Intellectual Property Rights are implied. You are not authorized to use the Software, or any portion thereof except as expressly authorized by this EULA or the applicable Order.

(d) You may extend the use of the Software above the Units purchased but must notify Quadris of the actual number of Units of Software in use within 14 days of increasing the units used over those already purchased. Quadris will invoice You for the Units exceeding those already purchased which shall be due for payment by You within 30 days from the date of invoice.

(e) Quadris shall have the right to receive usage information from the Software either directly or indirectly and You agree that You shall not restrict access usage information at any time.

(f) Where Quadris discovers You are exceeding the use of the Software above the Units purchased, Quadris shall be entitled to charge You for the additional Units in use, which shall be due for payment within 30 days from the date of invoice. If You restrict Quadris from receiving usage information from the Software this shall constitute a material breach of contract and this EULA, and with it, the right for You to use the Software shall terminate immediately. In this event, You are not entitled to any refund for any charges levied by Quadris for the Software or Prevensys Support Services.

4 Software Support

Quadris does not provide any support or subscription services for the Software under this EULA. You have no rights to any updates, upgrades or extensions or enhancements to the Software developed by Quadris unless you separately purchase a Prevensys Support Service.



5 Warranties

(a) Quadris warrants to You that the Software will, for a period of ninety (90) days following delivery (“Warranty Period”), substantially perform, provided that the Software (a) has been properly installed and used at all times; and (b) has not been modified or added to by persons other than Quadris or its authorized representative. Quadris will, at its own expense and as its sole obligation and Your exclusive remedy for any breach of the foregoing warranty, either replace the applicable Software or correct any reproducible error in the Software reported to Quadris by You in writing during the Warranty Period. If Quadris determines that it is unable to correct the error or replace the Software, Quadris will refund to You all Charges actually paid by You, in which case the License for the applicable Software and Your right to use such Software will terminate.

(b) The warranties in this clause 5 are in lieu of and, to the maximum extent permitted by applicable law, Quadris and its licensors disclaim, all other warranties, whether express, implied, or statutory, including any implied warranties of merchantability and fitness for a particular purpose, title, non-infringement and any warranties arising from course of dealing (or course of performance) regarding or relating to the software or any materials furnished or provided to you under this EULA. Quadris and its licensors do not warrant that the software will operate uninterrupted or that it will be free from defects or that the software will meet (or is designed to meet) Your business requirements.

6 Intellectual Property

The ideas, feedback, improvements or suggestions, methods, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements and other information and materials developed in and during the course of the fulfilment of any order under this EULA may be



used by Quadris, in any way Quadris deems appropriate and shall remain the sole and exclusive property of Quadris.

7 Termination

(a) This EULA will terminate in its entirety upon the termination of the License Term, unless terminated earlier under the rights by the parties to terminate granted by the associated Master Supply Agreement or by a breach of Clause 3.

(b) If Quadris terminates this EULA under this Clause 7: (i) all Licensed rights to all Software granted to You under this EULA will immediately cease to exist; and (ii) You must promptly discontinue all use of all Software, and (destroy all copies of the Software and all License Key(s)) and return, or if requested by Quadris, destroy, any related Quadris Confidential Information in Your possession or control and certify in writing to Quadris that You have fully complied with these requirements.

8 Assignment

This EULA, Order and associated MSA, and any of Your rights or obligations thereunder, may not be assigned, subcontracted or transferred by You, in whole or in part, whether voluntary, by operation of contract, law or otherwise, without the prior written consent of Quadris.

9 Order of Precedence.

In the event of conflict or inconsistency among this EULA, Quadris' MSA and the relevant Order, the following order of precedence shall apply: (a) this EULA, (b) Order and (c) Quadris' MSA.

