

Software Licence

Last updated: 1 March 2018

1. INFORMATION ABOUT PRESENTATION SOLUTIONS AND THE SOFTWARE

- 1.1 The proprietary software ("**Software**") and any related written specifications, user instructions or manuals ("**Documentation**") are owned and supplied by Presentation Solutions Limited, a company registered in England and Wales (company number 05334920) with its registered office at Chapter House, 33 London Road, Reigate, Surrey, RH2 9HZ, United Kingdom (VAT number 858 5767 59) ("**Presentation Solutions**").
- 1.2 Please ensure that you ("**Client**") read and understand these terms and conditions ("**Terms and Conditions**") before indicating your acceptance to them and downloading and using the Software. These Terms and Conditions are a legally binding document between Presentation Solutions and the Client which, when accepted, govern the Client's use of the Software.
- 1.3 The following documents and other terms and conditions also apply to the use of the Software and Documentation:
 - 1.3.1 any Presentation Solutions order confirmation issued to the Client after the placement of an order for the Software ("**Order Confirmation**");
 - 1.3.2 any other written agreement between the Client and Presentation Solutions in relation to the use of the Software ("**Additional Contract**"); and
 - 1.3.3 the end user licence agreement embedded in the Software ("**EULA**") to be expressly agreed to as a condition of being granted access to and use of the Software by each employee, agent or contractor of the Client who is authorised by the Client to use the Software and Documentation ("**Authorised Users**");together the "**Agreement**".
- 1.4 In the event of a conflict or ambiguity between these Terms and Conditions, the Order Confirmation, the Additional Contract and the EULA, the provisions of the Additional Contract shall take precedence (unless expressly stated otherwise), but only to the extent necessary to resolve the conflict or ambiguity.

2. STATUS OF THE CLIENT

- 2.1 If the person accepting these Terms and Conditions does so on behalf of a company or other legal entity, then that company or legal entity shall be the Client for the purposes of these Terms and Conditions and such person hereby warrants and represents to Presentation Solutions that he or she is a duly authorised representative of the Client and has the power and authority to bind the Client by accepting these Terms

and Conditions (and any other terms and conditions and policies such person may be required to accept in connection with the Software) on the Client's behalf.

- 2.2 If the person accepting these Terms and Conditions does so on his or her own behalf, then that person shall be the Client for the purposes of these Terms and Conditions and such person hereby warrants and represents to Presentation Solutions that he or she:
 - 2.2.1 it is legally capable of entering into binding contracts; and
 - 2.2.2 is at least 18 years old.

3. SOFTWARE LICENCE

- 3.1 Subject to payment by the Client of the subscription fees for each Authorised User ("**Subscription Fees**") and to its full and timely compliance with the provisions of the Agreement, Presentation Solutions hereby grants to the Client a non-exclusive, revocable, non-transferable right to permit the Authorised Users to use the Software and the Documentation during the **Subscription Term** (as defined in clause 7) solely in connection with the Authorised Users' duties to the Client and for the purposes of the Client's internal business operations (which for the avoidance of doubt does not preclude the use of the Software to create documents for presentations given externally).
- 3.2 The licence referred to in clause 3.1 entitles the Client to load, install and use the Software in accordance with the Agreement and receive a licence for each Authorised User ("**User Subscription**") to do the same together with the Documentation.
- 3.3 The rights provided under this clause 3 are granted to the Client only and shall not be considered granted to any subsidiary or holding company of the Client.

4. CLIENT OBLIGATIONS

- 4.1 In relation to the Authorised Users, the Client undertakes that:
 - 4.1.1 it shall not permit more users to use the Software and the Documentation than the number of unexpired User Subscriptions it has purchased from time to time (provided that use of the Software by one Authorised User on more than one computer within the Client's computer network will count as one User Subscription for the purposes of these Terms and Conditions);
 - 4.1.2 it shall permit Presentation Solutions to monitor use of the Software using electronic means at any time and, on reasonable prior notice, to audit the Software to establish and/or verify the names and email addresses of each Authorised User, at Presentation Solutions' expense, in such a manner as not to substantially interfere with the Client's normal conduct of business;
 - 4.1.3 if any of the audits or monitoring referred to in 4.1.2 reveal that the Software is being used by any individual who is not an Authorised User, then without prejudice to Presentation Solutions' other rights, the Client shall promptly disable such usage and Presentation Solutions shall not permit further access to the Software by any such individual;
 - 4.1.4 if any of the audits or monitoring referred to in clause 4.1.2 reveal that the Client has underpaid Subscription Fees, the Client shall pay to Presentation Solutions, or if the Client has ordered the Software through an authorised third-party reseller, to that reseller, an amount equal to such underpayment as calculated in accordance with the Subscription Fees within 14 days of the date of the relevant audit;

- 4.1.5 it shall reproduce and include the copyright notice of Presentation Solutions contained within the Software on all and any copies, whether in whole or in part, in any form, including partial copies or modifications of the Software;
 - 4.1.6 it shall ensure that Authorised Users of the Software are aware of, accept and comply at all times with the terms and conditions of the EULA;
 - 4.1.7 it shall ensure that the Authorised Users use the Software and the Documentation in accordance with the Agreement and shall be responsible for any Authorised User's breach of the Agreement;
 - 4.1.8 it shall ensure that its network, systems and software comply with the relevant specifications provided by Presentation Solutions from time to time. If the Client is in breach of this obligation, the Software may not perform as expected or at all and the warranty at clause 6.1 shall not apply; and
 - 4.1.9 it shall be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Presentation Solutions' data centres, and for all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet.
- 4.2 The Client may make backup copies of the Software as may be necessary for its lawful use. The Client shall record the number and location of all copies of the Software and take steps to prevent unauthorised copying.
- 4.3 The Client shall not access, store, distribute or transmit any Viruses during the course of its use of the Software, the Documentation and the Website. Presentation Solutions reserves the right, without notice or liability to the Client, to disable the Client's and any Authorised User's access to the Software should the Client or any such Authorised User breach any of the provisions of this clause 4. For the purposes of these Terms and Conditions "**Virus**" means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.
- 4.4 The Client shall not:
- 4.4.1 except as may be permitted by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under these Terms and Conditions:
 - a) copy, adapt, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
 - b) reverse engineer, decompile, disassemble or make error corrections to the Software in whole or in part except to the extent that any reduction of the Software to human readable form (whether by reverse engineering, decompilation or disassembly) is necessary for the purposes of integrating the operation of the Software with the operation of other software or systems used by the Client, unless Presentation Solutions is prepared to carry out such action at a reasonable commercial fee or has provided the information necessary to achieve such integration within a reasonable period, and the Client shall request Presentation Solutions to carry out such action or to provide such information (and shall

meet Presentation Solutions' reasonable costs in providing that information) before undertaking any such reduction; or

- 4.4.2 access all or any part of the Software and Documentation in order to build a product or service which competes with the Software and/or the Documentation; or
 - 4.4.3 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software and/or Documentation available to any third party except the Authorised Users; or
 - 4.4.4 attempt to obtain, or assist third parties in obtaining access to the Software and/or Documentation, other than as provided under this clause 5; or
 - 4.4.5 amend or vary the terms of the EULA applicable to the Software.
- 4.5 The Client shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Software and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Presentation Solutions and co-operate with Presentation Solutions and do all such things as reasonably required by Presentation Solutions to stop such unauthorised access or use.

5. SOFTWARE

- 5.1 Presentation Solutions shall, during the Subscription Term, provide the Software and make available the Documentation to the Client on and subject to these Terms and Conditions.
- 5.2 Presentation Solutions may, for operational or other reasons, change the technical specification of the Software, including without limitation, modifying or removing features which do not perform substantially in accordance with the Documentation, provided that such changes shall be undertaken free of charge to the Client and shall not detract from the overall functionality or performance of the Software.

6. PRESENTATION SOLUTIONS' OBLIGATIONS

- 6.1 Presentation Solutions warrants that the Software will perform substantially in accordance with the Documentation.
- 6.2 The warranty at clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Software contrary to Presentation Solutions' instructions, or modification or alteration of the Software by any party other than Presentation Solutions or Presentation Solutions' duly authorised contractors or agents. If the Software does not conform with the foregoing warranty, Presentation Solutions will, at its expense, use reasonable commercial endeavours to correct any such non-conformance. Such correction constitutes the Client's sole and exclusive remedy for any breach of the warranty set out in clause 6.1. Notwithstanding the foregoing, Presentation Solutions:
 - 6.2.1 does not warrant that the Client's use of the Software will be uninterrupted or error-free; and
 - 6.2.2 does not warrant that the Software and the results, information and output obtained by the Client in using the Software will meet the Client's requirements; and
 - 6.2.3 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Client acknowledges that the Software and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

- 6.3 The Agreement shall not prevent Presentation Solutions from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under the Agreement.
- 6.4 Presentation Solutions warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under the Agreement.

7. TERM AND TERMINATION

- 7.1 Subject always to the Client's full payment of the Subscription Fees and compliance with the terms of the Agreement:

- 7.1.1 the Agreement shall commence on the date specified in the Order Confirmation and, unless terminated in accordance with the further provisions of this clause 7, shall continue for an initial subscription term of 12 months ("**Initial Subscription Term**"); and

- 7.1.2 upon the expiry of the Initial Subscription Term, the Agreement shall, unless terminated in accordance with the further provisions of this clause 7, renew for successive periods of 12 months (each a "**Renewal Term**") subject always to the Client's full payment in advance of the Subscription Fees for the relevant Renewal Term,

the Initial Subscription Term and each Renewal Term together being the "**Subscription Term**".

- 7.2 The Client may terminate the Agreement at the end of the Initial Subscription Term or any Renewal Term by ceasing to make payment of the Subscription Fees, in which event the Client's licence to access and use the Software shall cease with immediate effect at the end of the last day of the Initial Subscription Term or, if applicable, the relevant Renewal Term.

- 7.3 Without prejudice to any other rights or remedies to which Presentation Solutions may be entitled, the Agreement shall terminate automatically with immediate effect and without notice or liability to the Client if the Client:

- 7.3.1 fails to pay the Subscription Fees by the due date; or

- 7.3.2 commits a breach of any of the terms of the Agreement,

in which event, the Client's and its Authorised Users' access to the Software shall be immediately disabled by Presentation Solutions, the Client's and its Authorised Users' licence to use the Software shall immediately cease and the Client shall forfeit to Presentation Solutions any Subscription Fees already paid to Presentation Solutions as at the date of termination.

8. CONSEQUENCES OF TERMINATION

- 8.1 Upon termination of the Agreement for any reason:

- 8.1.1 all licences granted under the Agreement shall immediately terminate;

- 8.1.2 the Client shall immediately delete or remove the Software from all computer equipment in its possession and immediately destroy all physical copies of the Software and the Documentation then in the Client's possession, custody or control.

- 8.2 The accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced. For the avoidance of doubt, and without prejudice to the foregoing, clauses 1 (Information about Presentation Solutions and the Software), 2 (Status of the Client), 4 (Client Obligations), 8 (Consequences of Termination),

9 (Proprietary Rights), 10 (Data Protection), 11 (Indemnity), 12 (Limitation of Liability) and 13 (Waiver) to 21 (No Partnership or Agency) shall survive the expiry or termination of the Agreement.

9. PROPRIETARY RIGHTS

- 9.1 The Client acknowledges and agrees that Presentation Solutions and/or its licensors own all intellectual property rights in the Software and the Documentation. Presentation Solutions confirms that it has all the rights in relation to the Software and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the Agreement.
- 9.2 The Client acknowledges that all the intellectual property rights (including without limitation trademarks, copyrights, patents and design rights) in and to the Software and Documentation made available to the Client pursuant to the Agreement remain the property of Presentation Solutions and/or its licensors. The Client also acknowledges that it has no rights in or relating to such intellectual property rights save for the limited right to use the same in connection with the use of the Software in accordance with the Agreement. The Client further acknowledges and agrees that its right, and the rights of its Authorised Users, to use any designs, templates and other content made available through the Software shall cease immediately on the expiry or termination of the Agreement.
- 9.3 Presentation Solutions acknowledges that all the intellectual property rights (including without limitation trademarks, copyrights, patents and design rights) and all other rights of whatever nature in and to the Client's name, logo and corporate identity remain the property of the Client. Presentation Solutions also acknowledges that it has no rights in or relating to such intellectual property rights save for the limited right to use the same in connection with the performance of its obligations under the Agreement.
- 9.4 The Client acknowledges that it has no right to have access to the Software in source code form or in unlocked coding or with comments. The Client acknowledges that the Agreement does not constitute a sale of the Software.

10. DATA PROTECTION

- 10.1 If Presentation Solutions processes any personal data on the Client's behalf when performing its obligations under the Agreement, the parties record their intention that the Client shall be the data controller and Presentation Solutions shall be a data processor and in any such case:
- 10.1.1 the Client acknowledges and agrees that the personal data may be transferred or stored outside the European Economic Area or the country where the Client and the Authorised Users are located in order for Presentation Solutions' to carry out its obligations under this Agreement;
- 10.1.2 the Client shall ensure that the Client is entitled to transfer the relevant personal data to Presentation Solutions so that Presentation Solutions may lawfully use, process and transfer the personal data in accordance with this Agreement on the Client's behalf;
- 10.1.3 the Client shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
- 10.1.4 Presentation Solutions shall process the personal data only in accordance with the terms of this Agreement and the Software Licence and any lawful instructions reasonably given by the Client from time to time; and
- 10.1.5 each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

- 10.2 For the purposes of this Agreement, the terms “data controller”, “data processor”, “personal data”, “process” and “processing” shall have the meanings given in the Data Protection Act 1998 (as amended or superseded).

11. INDEMNITY

- 11.1 Subject to clause 11.2, the Client shall defend, indemnify and hold harmless Presentation Solutions against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Client’s use of the Software and/or Documentation, provided that:
- 11.1.1 the Client is given prompt notice and full details of any such claim;
 - 11.1.2 Presentation Solutions shall make no admission of liability, agreement or compromise in relation to the claim without the prior written consent of the Client;
 - 11.1.3 Presentation Solutions provides reasonable co-operation to the Client in the defence and settlement of such claim, at the Client’s expense; and
 - 11.1.4 the Client is given sole authority to defend or settle the claim.
- 11.2 Presentation Solutions shall, subject to clause 11.4, defend the Client, its officers, directors, employees and agents against any claim that the Software or Documentation infringes any patent effective as of the commencement date of the Subscription Term, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Client for any amounts awarded against the Client in judgment or settlement of such claims, provided that:
- 11.2.1 Presentation Solutions is given prompt notice and full details of any such claim;
 - 11.2.2 the Client shall make no admission of liability, agreement or compromise in relation to the claim without the prior written consent of Presentation Solutions;
 - 11.2.3 the Client provides reasonable co-operation to Presentation Solutions in the defence and settlement of such claim, at Presentation Solutions’ expense; and
 - 11.2.4 Presentation Solutions is given sole authority to defend or settle the claim.
- 11.3 In the defence or settlement of any claim, Presentation Solutions may procure the right for the Client to continue using the Software, replace or modify the Software so that it becomes non-infringing, replace the Software or infringing part thereof by other software of similar capability or, if such remedies are not reasonably available, repay to the Client that part of the Subscription Fee relating to the whole or the infringing part of the Software, without any additional liability or obligation to pay liquidated damages or other additional costs to the Client.
- 11.4 In no event shall Presentation Solutions, its employees, agents and sub-contractors be liable to the Client to the extent that the alleged infringement is based on:
- 11.4.1 a modification of the Software or Documentation by anyone other than Presentation Solutions; or
 - 11.4.2 the Client’s misuse of the Software or Documentation or its use of the Software or Documentation in a manner contrary to the instructions given to the Client by Presentation Solutions; or
 - 11.4.3 the Client’s use of the Software or Documentation after notice of the alleged or actual infringement from Presentation Solutions or any appropriate authority.

- 11.5 The foregoing states the Client's sole and exclusive rights and remedies, and Presentation Solutions' (including Presentation Solutions' employees', agents', and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

12. LIMITATION OF LIABILITY

- 12.1 Subject to clause 12.2, and except as expressly and specifically provided in these Terms and Conditions:
- 12.1.1 the Client assumes sole responsibility for results obtained from the use of the Software and the Documentation by the Client, and for conclusions drawn from such use;
 - 12.1.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Agreement; and
 - 12.1.3 the Software and the Documentation are provided to the Client on an "as is" basis and have not been developed to meet the Client's specific individual needs and therefore it is the Client's responsibility to ensure that the facilities and functions of the Software meet the Client's requirements.
- 12.2 Nothing in these Terms and Conditions limits or excludes the liability of Presentation Solutions for:
- 12.2.1 death or personal injury caused by Presentation Solutions' negligence or the negligence of its employees, agents or subcontractors;
 - 12.2.2 fraud or fraudulent misrepresentation;
 - 12.2.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
 - 12.2.4 any other liability that cannot be excluded or limited by English law.
- 12.3 Subject to clause 12.2 Presentation Solutions expressly excludes liability, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:
- 12.3.1 any loss of profit, loss of revenue, loss of sales, loss of business, loss of contracts, loss of anticipated savings, depletion of goodwill and/or similar losses; and
 - 12.3.2 unless the Client is a consumer (as defined in the Consumer Rights Act 2015), any loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses,
- however, arising under the Agreement.
- 12.4 Presentation Solutions' total aggregate liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited to one sixth (1/6) of the total Subscription Fees paid in respect of the Initial Subscription Term or Renewal Term during which the claim arose.
- 12.5 If the Client is a consumer (as defined in the Consumer Rights Act 2015), the Client may use the Software and Documentation for private and domestic purposes only and may not use the Software and Documentation for any commercial, business or re-sale purposes. Consumers have legal rights in relation to goods that are faulty or not as described. Advice about a consumer's legal rights relating to the matters referred to in this clause 12 is available from the Client's local Citizens' Advice Bureau or Trading Standards office.

13. WAIVER

- 13.1 A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.
- 13.2 Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.

14. SEVERANCE

- 14.1 If any provision (or part of a provision) of these Terms and Conditions is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 14.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

15. NOTICES

- 15.1 All notices given by the Client to Presentation Solutions must be sent to Presentation Solutions' postal address displayed on the Website or by email to support@presentationsolutions.eu. Presentation Solutions may give notice to the Client at either the email address or the postal address provided by the Client when placing the Order.
- 15.2 Notice will be deemed received and properly served 24 hours after an email is sent or two (2) days after the date of posting of any letter (seven (7) days if sent by airmail post to an address outside the country of posting). In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.
- 15.3 The provisions of this clause 15 shall not apply to the service of any proceedings or other documents in any legal action.

16. ENTIRE AGREEMENT

- 16.1 The Agreement constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between the parties relating to the subject matter of the Agreement.
- 16.2 The parties each acknowledge that, in entering into the Agreement, neither of the parties relies on any representation or warranty (whether made innocently or negligently) that is not set out in the Agreement.
- 16.3 Each party agrees that the only liability of the parties in respect of those representations and warranties that are set out in the Agreement (whether made innocently or negligently) will be for breach of contract.
- 16.4 Nothing in this clause 16 limits or excludes any liability for fraud.

17. PRESENTATION SOLUTIONS' RIGHT TO VARY THESE TERMS AND CONDITIONS

- 17.1 Presentation Solutions may revise and amend these Terms and Conditions from time to time subject to giving written notice of any changes ("**Changes**") to the Client not less than one (1) month before the date the Changes are due to take effect. If the Changes are not acceptable to the Client, the Client may terminate the Agreement in accordance with clause 7.2.

18. LAW AND JURISDICTION

- 18.1 All matters arising out of or in connection with the Agreement shall be governed by and construed in accordance with English Law.
- 18.2 The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales for the purpose of any proceedings in connection with or arising out of the Agreement. However, if the Client is a consumer (as defined in the Consumer Rights Act 2015) and lives in Scotland or Northern Ireland, the Client may bring legal proceedings in respect of the products in the Scottish, Northern Irish or English courts.

19. THIRD PARTY RIGHTS

- 19.1 A person who is not party to the Agreement shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

20. ASSIGNMENT

- 20.1 The Client shall not assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.
- 20.2 Presentation Solutions 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 the Agreement.

21. NO PARTNERSHIP OR AGENCY

Nothing in these Terms and Conditions is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).