

Parker Software

Master Software Licence Agreement

IMPORTANT

PLEASE READ THIS AGREEMENT CAREFULLY. BY SIGNING AN ORDER FORM THAT INCORPORATES THIS AGREEMENT, ELECTRONICALLY ACCEPTING IT, OR, AFTER BEING PRESENTED WITH OR GIVEN ACCESS TO THIS AGREEMENT, INSTALLING OR USING THE SOFTWARE, THE CUSTOMER AGREES TO BE BOUND BY ITS TERMS.

If an individual accepts this Agreement on behalf of a company or other organisation, that individual confirms that they have authority to bind that organisation.

Effective Date: The earliest date on which the Customer:

1. signs an Order Form that incorporates this Agreement;
2. electronically accepts this Agreement; or
3. after being presented with or given access to this Agreement in connection with the applicable licence, installs or uses the Software.

1. PARTIES

1.1 Supplier

"Supplier" means the Parker Software entity identified in the applicable Order Form or ordering document. If no Parker Software entity is identified:

(a) for a Customer established in the United States, the Supplier is **Parker Software Inc**, a Florida corporation, of 4767 New Broad Street, Orlando, Florida 32814, USA; and

(b) for all other Customers, the Supplier is **Parker Software Limited**, incorporated and registered in England and Wales with company number **04525820**, whose registered office is at Innovation Centre 6, Keele University Science Park, Newcastle Under Lyme, Staffordshire, ST5 5NS, United Kingdom.

Where the Supplier is Parker Software Inc, it contracts as an authorised reseller and sublicensor of the Software Owner.

1.2 Customer

The person, firm, company or other organisation identified in the applicable Order Form or otherwise granted a licence to use the Software (the **"Customer"**).

2. BACKGROUND

The Supplier develops and supplies software products and related services.

The Customer wishes to use one or more of the Supplier's software products, and the Supplier agrees to license those products to the Customer, subject to the terms of this Agreement and the applicable Order Form.

This Agreement applies only to Software installed on infrastructure controlled and managed by the Customer, including infrastructure within the Customer's own private cloud account. It does not apply to WhosOn Cloud or any other Supplier-hosted or Supplier-managed service.

3. DEFINITIONS

In this Agreement, the following terms have the following meanings:

"Affiliate" means, in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party.

"Applicable Laws" means all laws, regulations and legally binding requirements applicable to a party in connection with this Agreement.

"Authorised Users" means the Customer's employees, contractors and agents who are authorised by the Customer to use the Software on the Customer's behalf and whose use is permitted by the applicable licence.

"Business Day" means a day other than a Saturday or Sunday which is not a public holiday in England where the Supplier is Parker Software Limited, or in the State of Florida where the Supplier is Parker Software Inc.

"Confidential Information" means information of a confidential nature disclosed by or on behalf of one party to the other, whether in written, oral, electronic or other form, including trade secrets, technical information, security information, product plans, pricing, business information and Customer Data.

"Customer Data" means data, content, files, records or other information submitted to, stored in, transmitted through or otherwise processed using the Software by or on behalf of the Customer, including prompts, inputs, documents, knowledge-base content, conversations and outputs generated for the Customer through the Software.

"Data Protection Laws" means all applicable laws relating to privacy and the processing of personal data, including, where applicable, the UK GDPR and the Data Protection Act 2018, in each case as amended, replaced or superseded from time to time.

"Documentation" means the Supplier's then-current user, technical and installation documentation relating to the Software and made available by the Supplier to the Customer.

"Evaluation Licence" means a free, trial, beta, demonstration or evaluation licence identified as such by the Supplier.

"Fees" means the licence, subscription, support, maintenance, professional services or other fees specified in the applicable Order Form.

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, database rights, trade marks, service marks, trade names, domain names, rights in designs, rights in computer software, trade secrets, know-how and all other intellectual property or proprietary rights, whether registered or unregistered, including applications and rights to apply for such rights anywhere in the world.

"Licence Metric" means the usage limitation applicable to the Software as specified in the applicable Order Form, including any limit based on users, concurrent users, servers, installations, sites, organisations, transactions, environments or another stated measure.

"Minimum Specifications" means the supported hardware, software, operating system, database, network and other technical requirements published or otherwise notified by the Supplier for the relevant version of the Software.

"Order Form" means an order, quotation, licence schedule or other ordering document accepted by the parties which identifies the applicable Supplier, the Software, licence type, Licence Metric, Fees and any additional commercial terms.

"Perpetual Licence" means a licence to use the version of the Software licensed to the Customer on a perpetual basis, subject to this Agreement and the applicable Order Form.

"Software" means the software product made available by the Supplier and identified in an Order Form, together with any Updates supplied to the Customer under an active subscription or Support Services entitlement. Software does not include a new product or major version for which the Supplier generally charges a separate licence fee unless expressly included in the applicable Order Form.

"Software Owner" means Parker Software Limited, which owns the Software and the Intellectual Property Rights in it, excluding any separately licensed third-party components.

"Statement of Work" means a document accepted by the parties describing professional services to be provided by the Supplier, including the applicable deliverables, responsibilities, assumptions, timetable, Fees and any agreed acceptance criteria.

"Subscription Licence" means a time-limited licence to use the Software for the subscription period specified in the applicable Order Form.

"Support Services" means support, maintenance, update or related services purchased by the Customer and described in the applicable Order Form or Support Schedule.

"Third-Party Services" means products, platforms, APIs, hosting services, artificial intelligence services, communications services, databases or other services provided by a third party and capable of being used with or integrated into the Software.

"Update" means a maintenance release, patch, bug fix, security update, minor release or other update to the Software that the Supplier makes generally available to customers entitled to receive it.

"UK GDPR" has the meaning given to it under applicable UK data protection legislation.

4. AGREEMENT STRUCTURE AND ORDER OF PRECEDENCE

4.1

Each Order Form entered into under this Agreement forms part of this Agreement.

4.2

Where applicable, the parties may also agree separate schedules covering matters such as Support Services, data processing, information security, professional services or service levels.

4.3 Order of Precedence

A Data Processing Agreement shall take precedence concerning the processing and protection of personal data, and a Security Schedule shall take precedence concerning information security. Subject to that:

1. the applicable Order Form;
2. any incorporated Support Schedule or Statement of Work;
3. this Master Software Licence Agreement; and
4. the Documentation.

An Order Form varies this Agreement only where it identifies the affected clause and expressly states that it overrides or varies that clause.

4.4

Terms contained in a Customer purchase order, supplier portal or other Customer document do not amend this Agreement unless expressly accepted in writing by an authorised representative of the Supplier.

5. LICENCE GRANT

5.1

Subject to payment of the Fees and compliance with this Agreement, the Supplier grants the Customer a non-exclusive, non-transferable licence to install and use the Software for the Customer's business operations during the applicable licence term and within the Licence Metric specified in the Order Form. This includes making authorised chat, chatbot, automation, workflow and API functionality available to the Customer's customers, website visitors, suppliers, partners and other external users. This does not permit the Customer to resell, sublicense, white-label or provide the Software itself as a managed or commercial service. Any such rights must be expressly granted under a separate written partner, reseller, OEM or managed-service agreement with the Supplier.

5.2

Unless the Order Form expressly permits use by an Affiliate, the licence is granted only to the Customer. Authorised Users may use the Software on the Customer's behalf, but the Customer remains responsible for their compliance with this Agreement.

5.3 Perpetual Licence

Where the Customer purchases a Perpetual Licence, the Customer may continue to use the licensed version of the Software indefinitely, subject to this Agreement. A Perpetual Licence does not by itself include Support Services, Updates, upgrades or new versions after any included support or maintenance period expires.

5.4 Subscription Licence

Where the Customer purchases a Subscription Licence, the Customer may use the Software only during the paid subscription term. Unless otherwise stated in the Order Form, the Subscription Licence includes Updates that the Supplier makes generally available for that Software during the subscription term.

5.5 Concurrent or Other Usage Limits

Where the licence is subject to a concurrent-user or other Licence Metric, the Customer may install the Software on the number of systems reasonably required for its permitted use, provided that actual use does not exceed the applicable Licence Metric.

5.6 Backup Copies

The Customer may make a reasonable number of copies of the Software solely for backup, disaster recovery and archival purposes. Any such copies remain subject to this Agreement.

5.7 Documentation

The Customer may use and make a reasonable number of internal copies of the Documentation solely in connection with its authorised use of the Software.

5.8 Evaluation Licences

An Evaluation Licence may be used only for internal evaluation and testing, and not for production use, for the period specified by the Supplier. It expires automatically at the end of that period unless the Supplier agrees otherwise in writing. The Customer is responsible for exporting or preserving any data it requires before expiry.

6. LICENCE RESTRICTIONS

Except to the extent expressly permitted by Applicable Laws that cannot lawfully be excluded, the Customer shall not, and shall not permit any third party to:

6.1

copy, reproduce, modify, adapt, translate or create derivative works from the Software except as expressly permitted by this Agreement;

6.2

reverse engineer, decompile, disassemble or otherwise attempt to derive the source code, underlying ideas, algorithms or structure of the Software;

6.3

sell, resell, sublicense, rent, lease, lend, distribute, transfer or otherwise make the Software available to a third party except as expressly permitted under a separate written partner, reseller, OEM or managed-service agreement with the Supplier;

6.4

use the Software to provide a managed service, outsourcing service, bureau service, hosting service, time-sharing service or other commercial service to third parties except as expressly permitted under a separate written partner, reseller, OEM or managed-service agreement with the Supplier;

6.5

remove, obscure or alter any copyright, trade mark, proprietary or other legal notice contained in or displayed by the Software;

6.6

circumvent or interfere with any licence key, activation mechanism, technical restriction or usage control forming part of the Software; or

6.7

use the Software in breach of Applicable Laws or in a manner that infringes the rights of any third party.

7. CUSTOMER RESPONSIBILITIES

7.1

The Customer is responsible for:

- ensuring that its systems meet the Minimum Specifications;
- installing, configuring, operating and securing the Customer's own infrastructure, networks, operating systems, databases and other components not supplied or managed by the Supplier;
- maintaining appropriate backups and recovery procedures for Customer Data and its systems;
- managing user accounts, credentials, permissions and access to the Software;
- the accuracy, quality, legality and integrity of Customer Data; and
- ensuring that it has all rights, permissions and lawful bases required to process Customer Data using the Software.

7.2

The Supplier is not responsible for faults, loss or degradation caused by:

- the Customer's hardware, network, operating environment or third-party systems;

- use of the Software contrary to the Documentation;
 - unauthorised modifications to the Software;
 - failure to apply an Update or security fix that the Supplier has recommended as necessary; or
 - a Third-Party Service outside the Supplier's control.
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8. FEES AND PAYMENT

8.1

The Customer shall pay the Fees specified in each Order Form.

Fees may be invoiced or collected by the Supplier, a Parker Software Affiliate, or an authorised reseller, merchant of record or payment provider, regardless of the Customer's location. Payment to that party satisfies the Customer's corresponding payment obligation. That party does not become the Supplier or licensor under this Agreement unless the applicable ordering document expressly states otherwise.

8.2

Unless otherwise stated in an Order Form:

- Fees for a Perpetual Licence are payable in full before delivery of the licence;
- subscription Fees are payable in advance for the applicable monthly, quarterly, annual or other agreed subscription period; and
- Support Services Fees are payable in advance for the applicable support period.

8.3

All Fees are exclusive of VAT and any applicable sales, use, withholding or similar taxes, which shall be payable by the Customer where legally applicable, except for taxes based on the Supplier's net income.

8.4

The Customer shall pay undisputed invoices by the due date stated on the invoice or, if no due date is stated, within 30 days of the invoice date.

8.5

If the Customer disputes an invoice in good faith, it shall notify the Supplier promptly, provide reasonable details of the dispute and pay any undisputed amount when due.

8.6

The Supplier may charge interest on overdue undisputed amounts at 1.5% per month, calculated daily and not compounded, or, if lower, the maximum rate permitted by Applicable Laws. This does not limit any statutory compensation or reasonable recovery costs available to the Supplier.

9. SUPPORT, MAINTENANCE, UPDATES AND PROFESSIONAL SERVICES

9.1

Support Services are provided only where purchased by the Customer or expressly included in the applicable Subscription Licence.

9.2

The scope, support hours, response targets, supported versions and other service commitments for Support Services shall be as stated in the applicable Order Form or Support Schedule.

9.3

Unless expressly agreed otherwise, response or resolution targets are service objectives and do not constitute guaranteed service levels or give rise to service credits.

9.4

The Supplier may cease support for an older version of the Software on reasonable notice as part of its normal product lifecycle, provided that the Supplier makes its then-current supported-version policy available to the Customer.

9.5

Nothing in this Agreement requires the Supplier to develop a particular feature, enhancement, integration or future version unless expressly agreed in an Order Form or Statement of Work.

9.6 Professional Services

The Supplier shall provide professional services described in a Statement of Work with reasonable care and skill. Delivery dates are estimates unless the Statement of Work expressly identifies a date as binding.

9.7 Customer Dependencies

The Customer shall provide timely access, information, decisions, personnel and other cooperation reasonably required to perform the professional services. The Supplier is not responsible for delay caused by the Customer or a third party under the Customer's control, and the timetable and Fees may be reasonably adjusted as a result.

9.8 Changes

Either party may request a change to a Statement of Work. The Supplier is not required to implement a requested change until the parties have agreed its effect on scope, Fees and timetable in writing.

9.9 Acceptance

Where a Statement of Work contains acceptance criteria, the Customer shall test the applicable deliverable and notify the Supplier of any material failure to meet those criteria within 10 Business Days after delivery. The deliverable shall be deemed accepted if the

Customer does not give such notice within that period or uses it in production. The Supplier shall use reasonable efforts to correct a properly notified failure.

10. THIRD-PARTY SERVICES, COMPONENTS AND AI

10.1

The Software may enable the Customer to connect to or use Third-Party Services. The Customer is responsible for deciding whether to enable such services and for obtaining any required third-party accounts, licences or subscriptions.

10.2 Third-Party Services and Data Transfers

Where the Customer elects to connect the Software to or use a Third-Party Service, data transmitted to that service may leave the Customer-controlled environment. This applies to artificial intelligence services, APIs, hosting platforms, communications services, databases and other external systems.

The Customer is responsible for selecting, enabling and configuring the Third-Party Service; determining what data is transmitted; obtaining any required accounts, licences, lawful bases, consents and notices; and ensuring that the service's terms, data location, retention, security and processing arrangements meet the Customer's requirements.

The Supplier is not responsible for the availability, operation or acts or omissions of the Third-Party Service, except to the extent that the Supplier has expressly agreed in an Order Form or Statement of Work to select or manage that service on the Customer's behalf.

10.3

The Software may contain open-source or other third-party software components. Any component that is expressly identified as being subject to separate licence terms shall be governed by those terms to the extent required by the applicable third-party licence.

10.4 Artificial Intelligence Features and Outputs

Where the Software includes or connects to artificial intelligence functionality, the Customer acknowledges that outputs may be inaccurate, incomplete, misleading or non-unique. The Customer is responsible for appropriately reviewing and testing outputs before relying on, publishing or otherwise using them, and for maintaining human oversight appropriate to the intended use.

The Customer shall not treat an output as a substitute for professional advice or use it as the sole basis for a decision producing legal or similarly significant effects on an individual unless that use complies with Applicable Laws and includes appropriate safeguards and human review.

10.5 AI Transparency

Where the Customer makes artificial intelligence functionality or AI-generated content available to customers, website visitors or other external users, the Customer is responsible for providing all notices and disclosures required by Applicable Laws. This includes informing individuals that

they are interacting with artificial intelligence and identifying AI-generated or manipulated content where legally required.

10.6 Customer-Supplied Models and Materials

The Customer is responsible for selecting and obtaining all rights and licences required to use any artificial intelligence model, model weights, dataset, knowledge base, software component or other material that it supplies, installs, selects or enables for use with the Software. The Customer shall comply with all applicable third-party licence terms and usage restrictions.

Unless expressly agreed in an Order Form or Statement of Work, the Supplier is not responsible for the legality, availability, security, compatibility, accuracy or performance of any customer-supplied or customer-selected model, service or material.

11. CUSTOMER DATA, PRIVACY AND DATA PROTECTION

11.1 Ownership of Customer Data

As between the parties, the Customer retains all rights in Customer Data. Except for the limited rights required to perform its obligations under this Agreement, no rights in Customer Data are transferred to the Supplier.

As between the Customer and the Supplier, and subject to any applicable third-party model or service terms, the Customer shall own any Intellectual Property Rights that arise in outputs generated for the Customer through the Software. The Supplier does not claim ownership of those outputs.

The Customer acknowledges that an output may not qualify for Intellectual Property Rights protection, may not be exclusive and may contain material in which third parties have rights.

11.2 Self-Hosted Deployments

Where the Software is installed within infrastructure controlled by the Customer and the Supplier does not receive or access Customer Data, the Customer remains responsible for the processing and security of Customer Data within that environment.

11.3 Supplier Access

The Supplier shall access or process Customer Data only to the extent reasonably necessary to provide Support Services or other services requested by the Customer, to comply with the Customer's documented instructions, or where required by Applicable Laws.

11.4 Data Processing Agreement

The licensing of the Software and provision of standard Support Services do not require the Supplier to receive or process personal data on behalf of the Customer. The Customer shall not provide the Supplier with access to personal data unless that access is reasonably necessary for specifically requested services and has been agreed in writing.

If the requested services require the Supplier to process personal data on the Customer's behalf, the Supplier shall have no obligation to begin that processing until the parties have entered into an appropriate Data Processing Agreement. The Supplier may require the

Customer to anonymise, redact or otherwise minimise the personal data before providing access.

11.5

Each party shall comply with its respective obligations under applicable Data Protection Laws.

11.6

Unless expressly agreed otherwise, the Customer shall not provide the Supplier with access to Customer Data that is not reasonably necessary for the provision of Support Services or other agreed services.

11.7 AI Training and Customer Data

The Supplier does not receive or access Customer Data through the ordinary operation of Software installed within infrastructure controlled by the Customer. The Supplier shall not use Customer Data, including prompts, documents, knowledge bases, conversations, inputs or outputs, to train or improve any artificial intelligence model for the Supplier's own purposes or for the benefit of any third party.

At the Customer's written request, the Supplier may process Customer Data as part of agreed professional services to train, fine-tune, configure or evaluate an artificial intelligence model solely on the Customer's behalf and in accordance with the Customer's documented instructions, the applicable Statement of Work and, where required, a Data Processing Agreement. This does not permit the Supplier to reuse that Customer Data for any other purpose.

12. INFORMATION SECURITY

12.1

The Supplier shall maintain reasonable and appropriate technical and organisational measures for systems under its control that are used to provide Support Services or other services to the Customer, taking into account the nature of the relevant processing and the risks reasonably known to the Supplier.

12.2

Where the parties agree a separate Security Schedule, that Security Schedule shall govern the specific security commitments applicable to the relevant Order Form.

12.3

For Software deployed within the Customer's environment, the Customer is responsible for the security of that environment, including network security, operating system security, firewall configuration, certificates, credentials, backups, access controls and deployment configuration, except to the extent expressly managed by the Supplier under an Order Form.

12.4

Each party shall notify the other without undue delay after becoming aware of a security incident within its control that materially affects the other party's Confidential Information or

personal data processed under the Agreement, to the extent notification is required under the applicable contractual or legal obligations of that party.

13. CONFIDENTIALITY

13.1

Each party shall:

- keep the other party's Confidential Information confidential;
- use it only for the purposes of performing or exercising rights under this Agreement; and
- disclose it only to its employees, Affiliates, contractors, professional advisers, auditors, insurers and financing sources who have a need to know it and who are subject to confidentiality obligations no less protective than those in this Agreement.

13.2

Confidential Information does not include information that the receiving party can demonstrate:

- is or becomes public other than through breach of this Agreement;
- was lawfully known to the receiving party without restriction before disclosure;
- is received lawfully from a third party without breach of a confidentiality obligation; or
- is independently developed without use of the disclosing party's Confidential Information.

13.3

A party may disclose Confidential Information where required by law, a court, regulator, stock exchange, governmental authority or public procurement or transparency obligation, provided that, where legally permitted, it gives the other party reasonable prior notice and discloses only what is required.

13.4

The confidentiality obligations in this clause continue for five years after termination of the Agreement, except that obligations relating to trade secrets shall continue for so long as the information remains a trade secret under Applicable Laws.

13.5

The terms of this Agreement may be disclosed on a confidential basis to a party's professional advisers, auditors, insurers, potential investors, lenders and prospective purchasers, and where disclosure is required by Applicable Laws, regulation, governance requirements or public-sector transparency obligations.

14. INTELLECTUAL PROPERTY RIGHTS

14.1

As between the Customer and the Parker Software entities, the Software Owner and its licensors retain all Intellectual Property Rights in and to the Software, Documentation, Updates, developments, modifications, tools, methodologies and materials supplied or created by or on behalf of the Supplier or Software Owner, except for Customer Data and any rights expressly stated otherwise in an applicable Statement of Work.

14.2

No ownership rights in the Software are transferred to the Customer. The Customer receives only the licence rights expressly granted by this Agreement and the applicable Order Form.

14.3 Feedback

If the Customer provides suggestions, ideas or feedback relating to the Software, the Supplier and Software Owner may use that feedback without restriction or payment, provided that neither identifies the Customer as the source without permission.

14.4 Customer-Specific Development

Unless an applicable Statement of Work expressly states otherwise, any software, functionality, script, connector, configuration, enhancement or other development created by or on behalf of the Supplier or Software Owner in connection with services for the Customer shall remain the property of the Software Owner. The Customer shall receive a licence to use that development to the same extent and on the same terms as the Software with which it is supplied.

15. INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS

15.1 Supplier Protection

Subject to this clause, the Supplier shall defend the Customer against a third-party claim alleging that the Customer's authorised use of the unmodified Software infringes that third party's Intellectual Property Rights and shall pay damages and costs finally awarded by a court of competent jurisdiction or agreed by the Supplier in settlement of that claim.

15.2 Conditions

The Supplier's obligations under clause 15.1 apply only where the Customer:

- gives the Supplier prompt written notice of the claim;
- does not admit liability or settle the claim without the Supplier's consent;
- gives the Supplier control of the defence and settlement, provided that the Supplier shall not agree a settlement requiring the Customer to admit wrongdoing or make a payment not covered by the Supplier without the Customer's consent; and
- provides reasonable cooperation at the Supplier's expense.

15.3 Exclusions

The Supplier has no liability under this clause to the extent the claim results from:

- modification of the Software by anyone other than the Supplier, Software Owner or a person authorised by either of them;
- use of the Software in combination with an item not supplied or approved by the Supplier or Software Owner where the claim would not otherwise have arisen;
- use of the Software outside the scope of this Agreement or contrary to the Documentation;
- continued use after the Supplier has provided a non-infringing replacement, modification or workaround; or
- Customer Data, Customer instructions or materials supplied by the Customer.

15.4 Remedies

If the Software becomes, or in the Supplier's reasonable opinion is likely to become, subject to an infringement claim, the Supplier may, at its option and expense:

- obtain the right for the Customer to continue using the Software;
- modify or replace the affected Software so that it becomes non-infringing without materially reducing its overall functionality; or
- if neither option is reasonably available, terminate the affected licence and refund:
- for a Subscription Licence, any prepaid Fees attributable to the period after termination; or
- for a Perpetual Licence, the licence Fee paid for the affected Software, reduced on a straight-line basis over 36 months from the date of initial delivery.

15.5

This clause states the Supplier's entire liability and the Customer's exclusive contractual remedy in respect of third-party Intellectual Property Rights infringement claims.

15.6 Customer Materials and Use

The Customer shall defend and indemnify the Supplier and Software Owner against a third-party claim alleging that Customer Data or other materials supplied by the Customer infringe that third party's Intellectual Property Rights, or arising from the Customer's unlawful use of the Software.

This indemnity does not apply to the extent that the claim was caused by the Supplier's use of the relevant material outside the Customer's documented instructions. The Supplier shall notify the Customer promptly, allow the Customer reasonable control of the defence and settlement, and provide reasonable cooperation at the Customer's expense.

16. WARRANTIES

16.1 Authority

Each party warrants that it has authority to enter into this Agreement.

16.2 Software Warranty

The Supplier warrants that, when used in accordance with the Documentation and Minimum Specifications, the Software will materially conform to its Documentation:

- for 90 days following initial delivery in the case of a Perpetual Licence; and
- during the Subscription Licence term in the case of a Subscription Licence.

16.3 Remedy

If the Customer notifies the Supplier of a material breach of clause 16.2 with sufficient information to reproduce or diagnose the issue, the Supplier shall use reasonable efforts to correct the non-conformity, provide a workaround, or replace the affected Software.

If the Supplier is unable to remedy a material breach within a reasonable period, the Customer may terminate the affected Order Form and the Supplier shall refund:

- in the case of a Subscription Licence, prepaid subscription Fees attributable to the period after termination; or
- in the case of a Perpetual Licence, the licence Fee paid for the affected Software, provided that the breach was reported during the 90-day warranty period.

16.4 Exclusions

The warranty in clause 16.2 does not apply to a non-conformity caused by matters described in clause 7.2.

16.5 Disclaimer

Except as expressly stated in this Agreement and to the fullest extent permitted by law:

- the Software and Support Services are provided without any other warranty, representation, condition or term, whether express or implied; and
- the Supplier does not warrant that the Software will be completely error-free, uninterrupted or suitable for every particular purpose or that every defect will be corrected.

Nothing in this clause excludes any term that cannot lawfully be excluded.

16.6 Evaluation Software

Software supplied under an Evaluation Licence is provided "as is" and, to the fullest extent permitted by Applicable Laws, without warranties, Support Services, service commitments or any obligation to provide Updates. Nothing in this clause excludes liability that cannot lawfully be excluded.

17. LICENCE COMPLIANCE

17.1

The Customer shall maintain records reasonably sufficient to demonstrate compliance with the Licence Metric.

17.2

No more than once in any 12-month period, the Supplier may request reasonable information or a written certification confirming the Customer's compliance with the applicable licence terms.

17.3

If the Supplier has reasonable grounds to believe that the Customer is materially exceeding its Licence Metric and the matter cannot reasonably be resolved through written information, the Supplier may conduct or appoint an independent auditor to conduct a licence-compliance audit on at least 10 Business Days' notice, during normal business hours and in a manner designed to minimise disruption.

17.4

The Supplier shall bear its audit costs unless the audit identifies usage exceeding the licensed amount by more than 5%, in which case the Customer shall pay the applicable additional licence Fees and the Supplier's reasonable external audit costs.

17.5

Any auditor shall be subject to appropriate confidentiality obligations and shall not be given access to Customer Data except where strictly necessary for the licence-compliance audit.

18. SUSPENSION

18.1

The Supplier may suspend access to licence services, licence activation services, Support Services or, where technically applicable, the Software if:

- undisputed Fees remain overdue after at least 10 Business Days' written notice;
- the Customer's use creates a material security risk to the Supplier, the Software or other customers;
- the Customer uses the Software unlawfully or in material breach of the licence restrictions; or
- suspension is required by law or a competent authority.

18.2

Where reasonably practicable, the Supplier shall give advance notice of suspension and an opportunity to remedy the issue.

18.3

The Supplier shall restore the affected service promptly after the reason for suspension has been resolved.

19. TERM AND TERMINATION

19.1 Agreement Term

This Agreement begins on the Effective Date and continues until all Order Forms have expired or been terminated.

19.2 Subscription Term

Each Subscription Licence continues for the term specified in the applicable Order Form. Any renewal arrangements shall be as stated in the Order Form.

19.3 Termination for Material Breach

Either party may terminate an affected Order Form, or this Agreement where the breach affects the Agreement as a whole, by written notice if the other party commits a material breach and:

- the breach is incapable of remedy; or
- the breach is capable of remedy but is not remedied within 30 days after written notice specifying the breach and requiring it to be remedied.

19.4 Non-Payment

The Supplier may terminate an affected Order Form if an undisputed amount remains unpaid for 30 days after the Supplier has given written notice that the amount is overdue.

19.5 Insolvency

To the extent permitted by Applicable Laws, either party may terminate this Agreement immediately by written notice if the other party enters liquidation, administration or an analogous insolvency process, ceases or threatens to cease carrying on business, or is unable to pay its debts as they fall due, other than as part of a solvent reconstruction or reorganisation.

19.6 Serious Misuse

The Supplier may terminate an affected licence immediately if the Customer intentionally circumvents licence controls, unlawfully distributes the Software, materially infringes the Intellectual Property Rights of the Supplier or Software Owner, or uses the Software for unlawful purposes, where the breach is not reasonably capable of remedy.

19.7

Termination rights are without prejudice to rights and remedies accrued before termination.

20. CONSEQUENCES OF TERMINATION

20.1

On expiry or termination of a Subscription Licence, the Customer shall cease using the affected Software and delete or destroy copies of it, except for copies retained solely where required by law or routine immutable backup processes, which shall remain subject to this Agreement and shall not be used.

20.2

Termination of Support Services does not terminate a valid Perpetual Licence unless that licence is separately terminated in accordance with this Agreement.

20.3

On termination of a Perpetual Licence for the Customer's material breach, the Customer shall cease using the affected Software and delete or destroy all copies in its possession or control.

20.4

Each party shall, on request, return or securely destroy the other party's Confidential Information, subject to legal retention obligations and routine backup copies that remain protected under this Agreement.

20.5

Clauses which by their nature are intended to survive expiry or termination shall survive, including clauses relating to confidentiality, Intellectual Property Rights, accrued payment obligations, liability, governing law and restrictions on use.

21. LIABILITY

21.1 Non-Excludable Liability

Nothing in this Agreement excludes or limits either party's liability for:

- death or personal injury caused by its negligence;
- fraud or fraudulent misrepresentation; or
- any other liability that cannot lawfully be excluded or limited.

21.2 Excluded Losses

Subject to clause 21.1, neither party shall be liable to the other for any:

- indirect or consequential loss;
- loss of profit;
- loss of revenue;
- loss of anticipated savings;

- loss of business opportunity; or
- loss of goodwill,

in each case whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, except to the extent that such loss forms part of an amount payable to a third party under an indemnity expressly provided by this Agreement.

21.3 General Liability Cap

Subject to clauses 21.1 and 21.4, each party's total aggregate liability arising out of or in connection with an affected Order Form shall not exceed the **Applicable Fee Cap**.

For the purpose of this clause, the **Applicable Fee Cap** means:

- for a Subscription Licence, the Fees paid or payable under the affected Order Form during the 12 months immediately preceding the event giving rise to the claim, or, if the event occurs during the first 12 months, the Fees paid or payable for the first 12 months of that Order Form; and
- for a Perpetual Licence, the greater of:
 - the licence Fee paid for the affected Software; and
 - the Fees paid or payable under the affected Order Form during the 12 months immediately preceding the event giving rise to the claim.

For an Evaluation Licence or other zero-fee Order Form, the Applicable Fee Cap is £100 where the Supplier is Parker Software Limited or US\$100 where the Supplier is Parker Software Inc.

21.4 Enhanced Cap

Subject to clause 21.1, each party's total aggregate liability for:

- breach of clause 13 (Confidentiality);
- breach of its obligations under clause 11 (Customer Data, Privacy and Data Protection), to the extent caused by that party's breach;
- breach of clause 12 (Information Security), to the extent caused by that party's breach;
- the Supplier's obligations under clause 15 (Intellectual Property Infringement Claims); and
- the Customer's obligations under clause 15.6 (Customer Materials and Use),

shall not exceed **200% of the Applicable Fee Cap** in aggregate.

The cap in this clause 21.4 applies instead of, and not in addition to, the general liability cap in clause 21.3. A party shall not recover under both caps for the same loss, event or series of connected events.

21.5 Customer Payment and Licence Usage

The liability caps do not limit the Customer's obligation to pay Fees properly due under an Order Form or additional Fees properly due as a result of use exceeding the purchased Licence Metric.

21.6 Customer Systems and Backups

The Customer acknowledges that it is responsible for maintaining appropriate backup and recovery arrangements for Customer Data in Customer-controlled environments. The Supplier shall not be liable for loss that could reasonably have been avoided by the Customer maintaining and using appropriate backups, except to the extent the Supplier had expressly assumed responsibility for backup under an Order Form.

22. COMPLIANCE WITH LAWS

22.1

Each party shall comply with Applicable Laws in performing its obligations under this Agreement.

22.2

Neither party shall knowingly use this Agreement to facilitate bribery, corruption, unlawful export, sanctions evasion or other unlawful conduct.

22.3

The Customer is responsible for determining whether its intended use of the Software is subject to any sector-specific, regulatory or professional requirement and for configuring and using the Software accordingly.

23. INSURANCE

The Supplier shall maintain insurance policies that it reasonably considers appropriate to the nature and scale of its business and contractual risks. On reasonable request, the Supplier shall provide evidence of relevant insurance then in force. Any specific minimum insurance limits required for a particular engagement must be expressly agreed in the applicable Order Form.

24. ASSIGNMENT AND TRANSFER

24.1

The Customer may not assign, novate or transfer this Agreement or an Order Form without the Supplier's prior written consent, such consent not to be unreasonably withheld or delayed.

24.2

Notwithstanding clause 24.1, the Customer may assign this Agreement in its entirety to a successor in connection with a merger, corporate reorganisation or sale of substantially all of the Customer's business or assets to which the Agreement relates, provided that:

- the successor is not a direct competitor of the Supplier;
- the successor agrees in writing to be bound by this Agreement;

- the assignment does not materially increase the scope of the licence or the Supplier's obligations; and
- the Customer gives the Supplier prompt written notice.

24.3

The Supplier may assign or transfer this Agreement to an Affiliate or to a successor in connection with a merger, reorganisation, financing, sale of business or sale of substantially all of the assets relating to the Software, provided that the successor assumes the Supplier's obligations under the Agreement.

24.4 Affiliates and Subcontractors

The Supplier may use the Software Owner, its Affiliates and appropriately qualified subcontractors to perform its obligations and provide services under this Agreement. The Supplier remains responsible for their performance as if it had performed the relevant obligations itself.

Nothing in this clause permits the Supplier or any Affiliate or subcontractor to access Customer Data except as otherwise permitted by this Agreement.

25. FORCE MAJEURE

Neither party shall be liable for delay or failure to perform an obligation, other than an obligation to pay money already due, to the extent caused by an event beyond its reasonable control, including natural disaster, fire, flood, epidemic, war, terrorism, civil disorder, industrial dispute not involving its own workforce, failure of public utilities or communications networks, or governmental action.

The affected party shall use reasonable efforts to mitigate the effect of the event and resume performance as soon as reasonably practicable.

26. NOTICES

26.1

Notices under this Agreement shall be in writing and sent by email, pre-paid first-class post or recognised courier to the address specified in the applicable Order Form or to any replacement address notified in writing.

26.2

Notices to the Supplier shall be sent to info@parkersoftware.com and to the applicable address below:

Where the Supplier is Parker Software Limited:

Innovation Centre 6, Keele University Science Park, Newcastle Under Lyme, Staffordshire, ST5 5NS, United Kingdom.

Where the Supplier is Parker Software Inc:

4767 New Broad Street, Orlando, Florida 32814, USA.

26.3

A notice shall be deemed received:

- if sent by email, at the time of transmission unless the sender receives an automated failure notice, provided that a notice sent outside normal business hours shall be deemed received at 9:00 a.m. on the next Business Day;
- if sent by first-class post within the United Kingdom, two Business Days after posting; and
- if sent by recognised courier, when recorded as delivered.

27. GENERAL**27.1 Entire Agreement**

This Agreement and the documents expressly incorporated into it constitute the entire agreement between the parties concerning their subject matter and supersede previous agreements, discussions and representations concerning that subject matter.

Each party acknowledges that it has not relied on a statement, representation or warranty that is not expressly set out in the Agreement. Nothing in this clause excludes liability for fraud or fraudulent misrepresentation.

27.2 Variation

No variation of this Agreement is effective unless made in writing and agreed by authorised representatives of both parties, except that an Order Form may expressly vary this Agreement for that Order Form.

27.3 Waiver

Failure or delay in exercising a right does not waive that right. A waiver is effective only if made in writing and applies only to the circumstances for which it is given.

27.4 Severance

If any provision of this Agreement is held to be invalid, illegal or unenforceable, it shall be modified to the minimum extent necessary to make it valid and enforceable where legally permissible. If modification is not possible, that provision shall be deemed deleted. The remaining provisions shall continue in full force.

27.5 No Partnership or Agency

Nothing in this Agreement creates a partnership, joint venture, fiduciary relationship or agency between the parties, and neither party has authority to bind the other except as expressly agreed.

27.6 Third-Party Rights

Where the Software Owner is not the Supplier, the Software Owner is an intended third-party beneficiary of clauses 5 (Licence Grant), 6 (Licence Restrictions), 14 (Intellectual Property Rights), 17 (Licence Compliance) and 19.6 (Serious Misuse), and may enforce those clauses directly.

Except as expressly provided above, a person who is not a party to this Agreement has no right to enforce any term of it, including under the Contracts (Rights of Third Parties) Act 1999. The parties may vary, terminate or rescind this Agreement without the consent of the Software Owner or any other third party.

27.7 Counterparts and Electronic Acceptance

This Agreement and any Order Form may be executed in counterparts and by electronic signature. Electronic acceptance of the Agreement has the same effect as a signed acceptance where permitted by law.

27.8 Business Customers

This Agreement is intended solely for business customers. The Customer confirms that it enters into this Agreement wholly or mainly for the purposes of its trade, business, craft or profession and not as a consumer. An individual may enter into this Agreement on their own behalf only where purchasing the Software for business or professional purposes.

Nothing in this Agreement excludes any statutory right that cannot lawfully be excluded if consumer law nevertheless applies.

28. GOVERNING LAW AND JURISDICTION

28.1 Parker Software Limited

Where the Supplier is Parker Software Limited, this Agreement and any dispute or claim arising out of or in connection with it, its subject matter or formation, including non-contractual disputes or claims, shall be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

28.2 Parker Software Inc

Where the Supplier is Parker Software Inc, this Agreement and any dispute or claim arising out of or in connection with it, 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 Florida, without regard to its conflict-of-law rules. The state and federal courts located in Orange County, Florida shall have exclusive jurisdiction to settle any such dispute or claim, and each party submits to the jurisdiction of those courts.

29. INCORPORATED SCHEDULES

A schedule forms part of this Agreement only where it is expressly incorporated by the applicable Order Form or otherwise agreed in writing by the parties. Depending on the Software and services purchased, incorporated documents may include:

1. a Product or Licence Schedule specifying the product, edition, licence type, Licence Metric, permitted installations and deployment details;
2. a Support and Maintenance Schedule;
3. a Data Processing Agreement, where required under clause 11.4;
4. a Security Schedule; and
5. a Statement of Work for implementation, development, consultancy, migration, training or other professional services.

Parker Software 2026

info@parkersoftware.com