

CORPORATE END USER LICENSE AGREEMENT (EULA) FOR ZURI SOFTWARE

Terms and Conditions

PLEASE READ THIS END USER LICENSE AGREEMENT ('EULA') CAREFULLY. THIS EULA IS AN AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR A SINGLE ENTITY) AND CARE SOFTWARE SOLUTIONS LTD.

BY CHOOSING TO CLICK THE ACCEPT BUTTON, INSTALLING AND USING THE SOFTWARE AND SERVICES YOU AGREE TO THE TERMS AND CONDITIONS OF THIS EULA AND AGREE THAT IT IS AN ENFORCEABLE CONTRACT BETWEEN YOU AND CARE SOFTWARE SOLUTIONS LTD. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS EULA DO NOT INSTALL AND USE THIS ZURI SOFTWARE, SERVICES AND WEB INFRASTRUCTURE.

1. DEFINITIONS:

Intellectual Property Rights: refers to all intellectual property rights of any nature throughout the world including (without limitation) patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use and protect the confidentiality of confidential information (including know-how and trade secrets) in each case whether registered or unregistered and including all applications and rights to apply for and be granted renewals and extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Software: refers to all the Zuri licensed applications and services and infrastructure that is provided with this EULA or supplied by Zuri, it's authorised representatives or partners.

Zuri: refers to Care Software Solutions Ltd with offices located in Jersey, Channel Islands, Apple Cottage, Le Brecque Du Sud, St. Martin, JE3 6AN.

Use, using: refers to accessing, installing, or obtaining value from the Zuri applications, and services and web infrastructure functioning on your device/s and infrastructure.

Computer: refers to any device that the Zuri application or services and web infrastructure is running on to achieve the results of that application and service.

You: refers to the company or individual accepting this EULA and using the Zuri application, services and web infrastructure as set forth in this EULA.

Law: means the Intellectual Property (Unregistered Rights) (Jersey) Law 2011, as amended.

Minimum Fee: This is a fee that will be applied to the premature cancellation for convenience of the agreement directly linked to the costs associated to Care Software Solutions for setting up the account, providing T&M and training support in the initial stages of the on-boarding process.

2. TERM:

This agreement is effective from the date the Software is installed by you for a period of three (3) years. Invoices will be issued from the start date and is payable in advance of your licence going live. At the end of the contract term, the contract will auto renew for the same term as initially signed up for, on an auto rollover basis unless expressly agreed in writing 30 days before contract anniversary. The grant of licence pursuant to Clause 4 of this EULA will terminate with immediate and automatic effect and without notice, if you breach the terms and conditions of this EULA. On termination of this EULA for whatever reason the Software must be deleted, you must refrain from using it with immediate effect and the Software (and any associated media and documentation) must be destroyed. Termination of this agreement of no less than three (3) month's written notice will be required.

3. Termination or Cancellation of Agreement

This contract can be cancelled within 30 days of subscription, however, there is a cost associated with the cancellation of convenience, to the customer, if the contract is cancelled during the first 12 month period of the contract for the full amount of the 12 months of service before the anniversary of the first year of the contract term. Thereafter, the cancellation after the 12 month period is bidirectional on a three month notice period and will not attract any additionally fees, other than offboarding fees, if required.

If the contract is cancelled during an additional term, then a third of the contract will be paid to Care Software Solutions as a cancellation for convenience.

If the contract is cancelled after the 3rd of the month the whole months fees for that month will be charged to the customer.

For cancellation to be valid it needs to be in writing to your assigned Zuri Account Manager and to the Managing Director of Care Software Solutions.

If your annual contract value is less than £2500, the minimum fee will be for 12 months at £2500 as there are costs associated by Zuri to provide this service.

4. LICENCE GRANT:

Zuri grants to you a non-transferable and non-exclusive licence to install and use the Software for the purposes of [internal business purposes / private domestic use] subject to

the purchase of the Software and the payment of any ongoing monthly user licence fees and subject to you accepting this EULA for a period of three (3) Years.

5. LICENSE FEES:

In an effort to remain competitive and supportive of your organisations growth objectives and to propagate what we hope to be long and mutually beneficial relationship, Care Software Solutions would like to thank Limited for affording them the opportunity to submit the following investment offering:

Agreed License Fees:
See Table below

6. OWNERSHIP RIGHTS:

The Software and all Intellectual Property Rights in and to it is owned by Zuri. The right to use the Software is licensed to you under the terms and conditions in this EULA, it is **not** sold. The licence granted to you to install and use the Software does not entitle you to any rights to the Software except the rights to use it in accordance with the terms of this EULA. The Software is protected by copyright law. Zuri reserves all rights not specifically approved to you within this EULA.

You acknowledge that you have no rights to have access to the Software in source code form or in unlocked coding.

As a customer of Zuri, you grant Zuri and its employees access, and give us your consent during the delivery of our service to perform on your behalf a Subject Access Request (SAR) so that we can gather your data for the use of delivery of our service, to you as a client, you consent and understand that this data will be controlled and maybe processed by Zuri and its partners and associates to deliver a better user experience and to enhance the output and help Zuri deliver quality care. This data will only be kept during the subscription of the service and will be securely removed as per Zuri's Data Retention Policy which is in compliance with current General Data Protection Regulations (GDPR)

Data is the asset of a company and the individual that it belongs to. Any data stored in a system is not the property of the service provider, as a controller or the processor the entity that holds the data is under strict data protection regulation and has to provide any data held in machine readable format to the data owner or the data custodian on request within 30 days as per the SAR <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/right-of-access/>

7. SOFTWARE UPDATES AND PATCHES:

This licence is restricted to the version of Software issued by Zuri and will include periodic system updates and patches without prior notice and without further charge for the period of your subscription only. Additional developments to Zuri are not included in versions or patches.

8. AUDIT FOR CORPORATE LICENCES:

You agree that Zuri reserves the right to audit you at Zuri's discretion at any time. This will take place upon prior written notice and you will make available any records concerning the Software, services and web infrastructure. Zuri will cover the cost incurred to undertake the audit, however if you are found to be in violation of the EULA you will be liable to any costs incurred, including the cost of the audit and any underpaid amounts owing to Zuri, including any additional licences required.

9. SOFTWARE RESTRICTIONS:

Except as expressly set out in this EULA, you may not rent, lease, lend, loan, sub-license, translate, merge, adapt, vary, modify, sell, resell or transfer the Software to any other party and you may not copy the Software except where such copying is necessary for the purpose of backup in accordance with Article 74 of The Jersey Company Law.

You hereby undertake that you will not provide, or otherwise make available, the Software in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person [other than your employees] without prior written consent from us.

You hereby undertake to keep all copies of the Software secure, to maintain accurate and up-to-date records of the number and locations of all copies of the Software [and to supervise and control use of the Software by your employees and representatives in accordance with the terms and conditions of this EULA].

[If you are a business customer, Zuri only supplies the Software for internal use by your business, and you agree not to use the Software for any re-sale purposes.]

10. RESTRICTIONS ON SOFTWARE MODIFICATION, DISASSEMBLY, DECOMPILING AND REVERSE ENGINEERING:

You may not modify, reverse engineer, decompile or disassembly the Software partly or as a whole. You may not create derivatives or products based on the Software. With the exception if such action is a permissible decompilation for the purposes of Article 75 of the EU General Data Protection Regulation.

11. EXPORT RESTRICTIONS:

You agree to comply with all applicable technology control and export Laws and Regulations, and The Computer Misuse Act 1998.

12. LIMITED WARRANTY:

Zuri guarantees that, for 30 days from the date of purchase of the licence, the Software provided to you will be without defect in materials and workmanship and will perform in accordance with its specification.

Zuri excludes all liability (to the fullest extent permitted by law) for any defects discovered by you after the 30 day period specified above.

The limited warranty set out in this clause 10 will be void if the Software is found to be defective through incorrect use, abuse, accident, misapplication, modification or a virus.

13. LIMITATIONS ON REMEDIES:

Zuri and its authorised representatives' or partners' entire liability and your exclusive remedy for any breach of the limited warranty or breach of the EULA or for any other liability relating to the Software will be, at Zuri's discretion:

- a) a refund of the purchase price; or
- b) replacement of the defective media on which the Software was purchased, on condition that you return the defective media to Zuri at your own expense along with your receipt of purchase.

Any replacement Software from Zuri will be warranted for the remaining original warranty term.

14. WARRANTY DISCLAIMER.

With the exception of the Limited Warranty in Clause 11 above, the Software is supplied 'as is' and Zuri makes no warranties as to the Software's functionality or performance. You expressly agree that you choose to use the Software at your own risk. You acknowledge that the Software has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Software meet your requirements.

15. LIMITATION OF LIABILITY:

This EULA sets out the full extent of Zuri's obligations and liabilities in respect of the supply of the Software to you. Except as expressly stated in clause 10 above, there are no conditions, warranties, representations or other terms, express or implied, that are binding on Zuri. Any condition, warranty, representation or other term concerning the supply of the Software which might otherwise be implied into, or incorporated in, this EULA by law is hereby excluded to the fullest extent permitted by law. For the avoidance of doubt, Zuri will not be liable to you under any circumstances for damages for loss of business profits, business interruption, loss of goodwill, loss or inaccurate use or misuse of data or information (confidential or other), loss of privacy, failure to

provide support, computer failure or malfunction or any other commercial damages or loss related to or arising from installing and using or your inability to use the Software.

16. HIGH RISK ACTIVITIES:

For the avoidance of doubt, any use of the Software for high risk activities is entirely at your own risk, and Zuri makes no warranties, express or implied, that the Software will be functional and without fault if used in any such high risk activities. You acknowledge that the Software is not designed for use in high risk environments where failure could result in death, personal injury, physical or property damage. High risk activities include but are not limited to the operations of aircraft navigation, aircraft communication systems, air traffic control, weapons systems, any medical or hospital equipment, direct life support machinery and nuclear facilities.

17. GOVERNING LAW:

This EULA is governed by and shall be construed in accordance with the Laws of Jersey (Data Protection Jersey Law 2005). The parties hereby submit to the exclusive jurisdiction of the Jersey Courts as regards any dispute or claim arising in connection with it.

18. GENERAL:

This EULA stipulates all the user rights for the use of the Software and surpasses any other agreements, communication, representation, or advertising relating to the Software.

Care Software Solutions full Terms & Conditions are published on our website – www.zuri.care and are subject to change periodically without notice.

19. ZURI CUSTOMER CONTACT:

If you have queries concerning this EULA, or if you would like to contact Zuri, you can email support@zuri.care OR call 0800 210 0094

19. ACCEPTANCE

When signed by a duly authorised representative of Care Software Solutions Ltd, this agreement and any work statements tendered under it shall constitute an offer to **the Company** acceptance of which is affected by signature thereto. Unless the offer is modified or withdrawn in writing by Care Software Solutions Ltd, it shall remain in effect for thirty (30) calendar days from the offer date.