

# Responsiv Software Licence Agreement

*for the provision by Responsiv Solutions Limited of all Responsiv Software, including embedded and stand-alone third-party software, including Responsiv Unity, and Responsiv Digital products.*

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*This document supersedes all versions and editions published prior to August 2023 of the Responsiv Software Licence Agreement.*

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This software product license, which should be read with **TC-RL000CQ: Responsive Data Processing Addendum (DPA)** and **TC-RL000G7: Responsiv General Terms and Conditions** as published on the Responsiv website ([www.responsiv.co.uk/legal/](http://www.responsiv.co.uk/legal/)) and sets out the terms of use for all Responsiv Software products, including any embedded and stand-alone third-party software. Specifically, this includes all software products that are part of the Responsiv Unity, Responsiv Cloud, and Responsiv Digital brand families. These terms and conditions are relevant to all software entitlements regardless of the type of entitlement used, including but not limited to, Cloud Hosted Software, Perpetual entitlements, Subscription, Rental, and Evaluation entitlements.

## 1 LICENSE GRANT

- 1.1 By downloading, installing, copying, accessing, clicking on an "accept" button, or otherwise using the program, Customer agrees to the terms of this Agreement as well as all the other relevant Agreements, including but not limited to the documents referenced in above preamble and the Transaction Documents signed by you as defined in the General Terms and Conditions.
- 1.2 If you are accepting these terms on behalf of Customer, you represent and warrant that you have full authority to bind Customer to these terms. If you do not agree to these terms then you must not download, install, copy, access, click on an "accept" button, or use the program, and promptly return the unused media, documentation, and proof of entitlement to the party from whom it was obtained for a refund of the amount paid. If the program was downloaded, destroy all copies of the program.
- 1.3 The Program is owned by Responsiv or a Responsiv supplier, and is copyrighted and licensed, not sold. Provided that You the Customer have lawfully obtained the Program and comply with the terms of the Agreement, Responsiv grants You a nonexclusive license to (1) use the Program up to the Authorized Use specified in this licence Agreement, (2) make and install copies to support such Authorized Use, and (3) make a backup copy (the backup copy does not execute unless the backed-up Program cannot execute)
- 1.4 Customer agrees to reproduce all copyright notices and other legends of ownership on each copy, or partial copy, of the Program.
- 1.5 Customer ensures that anyone who uses the Program (accessed either locally or remotely) (1) does so only on Customer's behalf, (2) complies with the terms of this License and (3) for the purpose of processing the Customer's data for the normal business purposes of the Customer (which shall not include allowing the use of the Software by, or for the benefit of, any person other than an employee of the Customer).
- 1.6 When Responsiv Software is provided on Responsiv Cloud, or hosted by a third-Party Cloud Provider, the terms detailed in "**TC-RL0002O-V20 (Aug2023) Terms and Conditions for Responsiv Cloud**" and any solution specific Product Entitlement will apply.
- 1.7 **Customer will not**
  - 1.7.1 use, copy, modify, or distribute (sub license) the Program except as expressly permitted in this license.
  - 1.7.2 reverse assemble, reverse compile, otherwise translate, or reverse engineer the Program, except as expressly permitted by law without the possibility of contractual waiver.
  - 1.7.3 use any of the Program's components, files, modules, audio-visual content, or related licensed materials separately from that Program; or
  - 1.7.4 sublicense, rent, or lease the Program, and if Customer obtains this Program as a Supporting Program, Customer uses this Program only to support the Principal Program and subject to any limitations in the license to the Principal Program or, if Customer obtains this Program as a Principal Program, Customer uses all Supporting Programs only to support this Program, and subject to any limitations in this license.

## 2 CHARGES, TAXES, MONEY-BACK GUARANTEE

- 2.1 Charges are based on Authorized Use obtained, which is specified in the terms of this Licence. Responsiv does not give credits or refunds for charges already due or paid, except as specified elsewhere in this Agreement. If Customer wishes to increase its Authorized Use, Customer must notify Responsiv in advance and pay any applicable charges.
- 2.2 For Programs We provide to Customer in tangible form Responsiv is deemed to have fulfilled its shipping and delivery obligations upon the delivery of such Programs to the Responsiv-designated carrier, unless otherwise agreed to in writing by Customer and Responsiv.
- 2.3 If Customer is dissatisfied with the Program for any reason and is the original Customer, Customer may terminate the license and obtain a refund of the amount Customer paid for the Program, provided that Customer returns the Program and this Licence to Responsiv within 30 days of the date the Licence was issued to Customer. If the license is for a fixed term that is subject to renewal, then Customer may obtain a refund only if the Program and this Licence are returned within the first 30 days of the initial term. If Customer downloaded the Program, Customer should contact the party from whom Customer obtained it for instructions on how to obtain the refund.

## 3 TERMINATION

3.1 The contract (Including the license) may be terminated in all the ways stated In the General Terms and conditions as well as in the case of a License In the following circumstances:

3.1.1 In the case of rental or subscription, at the end of any rental or subscription period, unless the Customer has exercised any purchase option set out in the relevant Confirmation or order.

3.1.2 by either party giving the other one month's notice, but (in such circumstances) no refund of any prepaid fees shall be payable by Responsiv.

#### 4 THIRD-PARTY "SUPPORTING PROGRAMS"

4.1 Third-Party "Supporting Programs" shall be deemed to be incorporated within the Software for the purposes of this licence (except where expressly provided to the contrary) and use of the Third-Party Software shall be subject to the Third-Party Additional Terms. Supporting Programs cannot be used separately from the products explicitly purchased under this Agreement.

4.2 For purposes of this Item a "Supporting Program" is a Program that is part of another Responsiv Program ("Principal Program") and identified as a Supporting Program in the Principal Program's licence terms. (To obtain a separate license to a Supporting Program without these restrictions, Customer should contact Responsiv). This license applies to each copy of the Program that Customer makes.

4.3 We may treat Your breach of any Third-Party Additional Terms as a breach of this license.

4.4 You shall indemnify and hold Responsiv harmless against any loss or damage which it may suffer or incur because of Your breach of any Third-Party Additional Terms howsoever arising.

#### 5 GENERAL TERMS

5.1 The license and intellectual property indemnification terms of Customer's other agreements with Responsiv (such as any Services Agreements) do not apply to Program licenses granted under this Licence.

5.2 Specifically note the clauses In the **Responsiv General Terms and Conditions** dealing with Definitions, Payment (Clause 2), Termination (Clause 3) and Liability (Clause 12) and that these General Terms and Conditions fully apply to any Agreement, including this one.

#### 6 WARRANTY AND EXCLUSIONS

6.1 Warranty Period is one year, starting on the date the original Customer is granted the license.

6.2 Responsiv owned components supplied under perpetual licences include an encrypted archive of the Responsiv developed source code.

6.3 If you have a current Support and Subscription Agreement, Responsiv ceases to trade, and support has not transferred to any other business in a reasonable time, you will be given a key to the archive, and provided with the right to use the software and make derivative works for the purpose and according to the limitations of the original Responsiv perpetual software license. In addition, IBM has a mechanism (for which there may be a charge) by which the embedded IBM components of the solution can be transferred to the IBM Passport Advantage programme.

##### 6.4 Limited Warranty

6.4.1 Responsiv warrants that the Program, when used in its specified operating environment, will conform to its specifications. The Program's specifications, and specified operating environment information, can be found in documentation accompanying the Program (such as a read-me file) or other information published by Responsiv. Customer agrees that such documentation and other Program content will only be supplied in the English language.

6.4.2 The warranty applies only to the unmodified portion of the Program. Responsiv does not warrant uninterrupted or error-free operation of the Program, or that Responsiv will correct all Program defects. Customer is responsible for the results obtained from the use of the Program.

6.4.3 If the Program does not function as warranted during the Warranty Period and the problem cannot be resolved with information available from Responsiv, Customer may return the Program to Responsiv and receive a refund of the amount Customer paid and provided the Customer provides all the information that may be necessary to assist Responsiv in resolving the defect or fault, including a documented example of any defect or fault, or sufficient information to enable Responsiv to re-create the defect or fault.

6.4.4 Any Installation of other software, Including but not limited to Virus Checkers, will nullify any warranty under this section 6.4.

6.4.5 After returning the Program, Customer's license terminates. If Customer downloaded the Program, Customer should contact the party from whom Customer obtained it for instructions on how to obtain the refund.

6.4.6 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this licence or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties, or other terms as to satisfactory quality or fitness for purpose.

## 6.5 Exclusions

- 6.5.1 These warranties are Customer's exclusive warranties and replace all other warranties or conditions, express or implied, including, but not limited to, any implied warranties or conditions of merchantability, satisfactory quality, fitness for a particular purpose, title, and any warranty or condition of non-infringement.
- 6.5.2 The warranties in this section 5.1 (warranty and exclusions) are provided solely by Responsiv. The disclaimers in this subsection 6.5 (exclusions), however, also apply to Responsiv's suppliers of third-party code. Those suppliers provide such code without warranties or condition of any kind. This paragraph does not nullify Responsiv's warranty obligations under this Agreement.
- 6.5.3 The Customer accepts responsibility for (a) testing its IT system and components and ensuring their compatibility with the Software and (b) the selection of the Software to achieve its intended results and acknowledges that the Software has not been developed to meet the individual requirements of the Customer.