

GSA SCHEDULE - END USER LICENCE AGREEMENT

PLEASE READ THESE LICENCE TERMS CAREFULLY

*This licence EULA (EULA) is a legal EULA between you, **an Ordering Activity (an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.21, as may be revised from time to time) (Licensee or you)** and Cabletime Limited, doing business as 'MediaStar Systems' of Capital Building, Tyndall Street, Cardiff, CF10 4AZ registered under company number 04293272 (Cabletime or MediaStar Systems, us or we,) for:*

- MediaStar computer Program, the data supplied with the Program, and the associated media (**Program**); and
- printed materials and electronic documentation (**Documentation**).

We license use of the software or firmware ('Program') and Documentation to you on the basis of this EULA. We do not sell the Program or Documentation to you. We remain the owners of the Program and Documentation at all times.

*This EULA and the GSA Schedule contract govern your use of the Program. **To the extent the terms of this License Agreement conflict with the terms of the GSA Schedule 70 contract, the terms of the GSA Schedule 70 contract will prevail.***

Agreed Terms

1 GRANT AND SCOPE OF LICENCE, MINOR CHANGES, UPDATES

- 1.1 If you are entering into this EULA on behalf of a company or other legal entity, you warrant that you have authority to enter into this EULA on behalf of that entity. If you do not accept the terms of this EULA, you cannot Use this Program and must uninstall it immediately.
- 1.2 In consideration of you agreeing to abide by the terms of this EULA and payment of any licence fees, Cabletime hereby grants to you a non-exclusive, non-transferable licence to use the object code version of the Program and the Documentation on the terms of this EULA for your own internal operations. If the Program is licensed for a specified term, your licence is valid only for the specified term.
- 1.3 You may:
 - 1.3.1 install and use the Program for your internal operations only:
 - (a) on Cabletime approved operating systems or equipment; and
 - (b) if the Licence is a multi-user or network licence, for the number of concurrent users agreed between you and us.
 - 1.3.2 provided you comply with the provisions in paragraph 2, make up to 1 copy of the Program for back-up purposes; and
 - 1.3.3 receive and use any free supplementary Program code or update of the Program incorporating "patches" and corrections of errors as may be provided by Cabletime from time to time; and
 - 1.3.4 use any Documentation in support of the use permitted under paragraph 1.3 and make up to 1 copy of the Documentation as are reasonably necessary for its lawful use.
- 1.4 We may update or require you to update the Program, provided that the Program shall always match the description of it that we provided to you before you bought it.

2 Restrictions

2.1 Except as expressly set out in this EULA or as permitted by any local law, you undertake:

- 2.1.1 not to copy the Program or Documentation, except where such copying is incidental to normal use of the Program or where it is necessary for the purpose of back-up or operational security;
- 2.1.2 not transfer, sub-license, assign, loan, translate, merge, adapt, vary, alter or modify, the whole or any part of the Program or Documentation nor permit the Program or any part of it to be combined with, or become incorporated in, any other programs;
- 2.1.3 not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Program nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the Program to obtain the information necessary to create an independent program that can be operated with the Program or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities:
 - (a) is used only for the Permitted Objective;
 - (b) is not disclosed or communicated without Cabletime's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
 - (c) is not used to create any Program that is substantially similar in its expression to the Program;
- 2.1.4 to keep all copies of the Program secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Program;
- 2.1.5 to include our copyright notice on all entire and partial copies of the Program in any form;
- 2.1.6 not to provide, or otherwise make available, the Program 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 without prior written consent from us, unless require by law or a court order;
- 2.1.7 to comply with all applicable technology control or export laws and regulations.

3 Intellectual Property Rights

- 3.1 You acknowledge that all intellectual property rights in the Program, any hardware supplied by Cabletime, and the Documentation ('Materials') throughout the world belong to Cabletime or our licensor, that rights in the Materials are licensed (not assigned) to you, and that you have no intellectual property rights in, or to, the Materials other than the right to use the Materials in accordance with the terms of this EULA.
- 3.2 You acknowledge that you have no right to have access to the Program in source code form other than as expressly provided in this EULA.

4 Warrant

4.1 We warrant that:

4.1.1 Program shall be free from material defects and operate materially in accordance with the description set out in the relevant product data sheet when used in accordance with this EULA for 60 calendar days from the date the Program is first made available for download or delivered (the Warranty Period).

4.1.2 if you receive any update or upgrade of the Program under this EULA during the Warranty Period, such update or upgrade will be covered under this warranty for the remainder of that original Warranty Period, but that Warranty Period will not be restarted or extended and no new Warranty Period shall apply as a result of any update or upgrade to the Program.

4.1.3 if there is a breach of this warranty, provided the Customer notifies Cabletime in writing within the Warranty Period and provides sufficient information to enable Cabletime to reproduce any errors, Cabletime shall, at its option:

(a) use reasonable endeavours to correct the errors in the Program within a reasonable time; or

(b) terminate this EULA and refund any unused prepaid Licence Fees as at the date of termination.

4.2 The warranty in paragraph 4.1 is subject to the Customer complying with its obligations under, and using the Program in accordance with, this EULA. In addition, the warranty shall not apply to the extent that any error in Cabletime Program arises as a result of:

4.2.1 incorrect operation or use of the Program (including any failure to follow the User Instructions);

4.2.2 installation or use of the Program other than for the purposes for which it is intended;

4.2.3 modification or alteration of the Program without the written consent of Cabletime;

4.2.4 installation or use of the Program with other Program or on equipment with which it is incompatible (unless Cabletime recommended or required the use of that other Program or equipment);

4.2.5 attempted repair, rectification or maintenance by any person other than Cabletime or a third party authorised by Cabletime;

4.2.6 failure to notify Cabletime of any error within a reasonable period of time of it first occurring; or

4.2.7 failure to install any Update or Upgrade recommended and made available by Cabletime.

4.3 The Customer acknowledges that Cabletime does not give any warranty or representation and does not accept any liability (howsoever arising whether under contract, tort, in negligence or otherwise) in relation to:

4.3.1 any Third Party Program;

4.3.2 the Program meeting the Customer's individual needs or business requirements, whether or not such needs or requirements have been communicated to Cabletime;

4.3.3 the Program operating in a manner which is uninterrupted or free from minor errors or defects; or

4.3.4 the Program being compatible with any Program other than the Third Party Program or with any particular hardware or equipment.

4.4 The provisions of paragraphs 4.1.3 set out the Customer's sole and exclusive remedy (howsoever arising, whether in contract, tort, negligence or otherwise) for any breach of paragraph 4.1 or for any other error or defect in, defective performance or inability to use the Program or any part of it. **However, this clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the GSA Schedule contract (e.g., clause 552.238-75 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).**

4.5 Other than as set out in this paragraph 4, all warranties, conditions, terms, undertakings or obligations whether express or implied and including any implied terms relating to quality, fitness for any particular purpose, reasonable skill and care or ability to achieve a particular result are excluded to the fullest extent allowed by applicable law.

4.6 The warranty does not apply:

4.6.1 if the defect or fault in the Program results from you having altered or modified the Program or any hardware on which the Program is integrated;

4.6.2 if the defect or fault in the Program results from you having used the Program in breach of the terms of this EULA;

5 Our Responsibility for Loss or Damage Suffered by You

5.1 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

5.2 You acknowledge that the Program, or any hardware on which it is integrated, 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 Program as described in the Documentation meet your requirements.

5.3 To the extent not prohibited by any applicable law, Cabletime shall not be liable for any indirect or consequential loss howsoever arising including any loss of profits, revenue, business, goodwill, opportunity, or data arising from use of the Program.

6 Termination

6.1 These License Terms and the Group License granted pursuant to these License Terms can be terminated in accordance with Federal Acquisition Regulation 52.212-4(l) and (m) and 52.233-1.

6.2 Upon termination for any reason:

6.2.1 all rights granted to you under this EULA shall cease;

6.2.2 you must cease all activities authorised by this EULA; and

6.2.3 you must immediately delete or remove the Program from all computer equipment in your possession and immediately destroy or return to us (at our option) all copies of the Program then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

7 How We May Use Your Personal Information

Under data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in our GDPR policy document and it is important that you read that information.

8 Other Important Terms

- 8.1 This License Agreement may be transferred or assigned only in accordance with the procedures of FAR Part 42.12.**
- 8.2 You may only transfer your rights or your obligations under this EULA to another person if we agree in writing.
- 8.3 This EULA does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this EULA.
- 8.4 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 8.5 These License Terms constitute an addendum to a solicitation or contract, as defined in Federal Acquisition Regulation 52.212-4(s).
- 8.6 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this EULA, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 8.7 Which laws apply to this EULA and where you may bring legal proceedings.** These terms are governed by the laws of the United States.