

End-User License Agreement (EULA) of Channel Web Part

This End-User License Agreement ("EULA") is a legal agreement between you and 365Apps

This EULA agreement governs your acquisition and use of our Channel Web Part software ("Software") directly from 365Apps or indirectly through a 365Apps authorized reseller or distributor (a "Reseller").

Please read this EULA agreement carefully before completing the installation process and using the Channel Web Part software. It provides a license to use the Channel Web Part software and contains warranty information and liability disclaimers.

If you register for a free trial of the Channel Web Part software, this EULA agreement will also govern that trial. By installing and/or using the Channel Web Part software, you are confirming your acceptance of the Software and agreeing to become bound by the terms of this EULA agreement.

If you are entering into this EULA agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions. If you do not have such authority or if you do not agree with the terms and conditions of this EULA agreement, do not install or use the Software, and you must not accept this EULA agreement.

This EULA agreement shall apply only to the Software supplied by 365Apps herewith regardless of whether other software is referred to or described herein. The terms also apply to any 365Apps updates, supplements, Internet-based services, and support services for the Software, unless other terms accompany those items on delivery. If so, those terms apply. This EULA was created by EULA Template for Channel Web Part.

License Grant

365Apps hereby grants you a single instance licence, unless explicitly stated otherwise by 365Apps, to use the Channel Web Part software in your tenant in accordance with the terms of this EULA agreement.

You are permitted to load the Channel Web Part software (for example a PC, laptop, mobile or tablet) under your control. You are responsible for ensuring your device meets the minimum requirements of the Channel Web Part software.

You are not permitted to:

- Edit, alter, modify, adapt, translate or otherwise change the whole or any part of the Software nor permit the whole or any part of the Software to be combined with or become incorporated in any other software, nor decompile, disassemble or reverse engineer the Software or attempt to do any such things
- Reproduce, copy, distribute, resell or otherwise use the Software for any commercial purpose
- Allow any third party to use the Software on behalf of or for the benefit of any third party, unless explicitly agreed with 365Apps
- Use the Software in any way which breaches any applicable local, national or international law
- use the Software for any purpose that 365Apps considers is a breach of this EULA agreement

Intellectual Property and Ownership

365Apps shall at all times retain ownership of the Software as originally downloaded by you and all subsequent downloads of the Software by you. The Software (and the copyright, and other intellectual property rights of whatever nature in the Software, including any modifications made thereto) are and shall remain the property of 365Apps.

365Apps reserves the right to grant licences to use the Software to third parties.

Termination

This EULA agreement is effective from the date you first use the Software and shall continue until terminated. You may terminate it at any time upon written notice to 365Apps.

It will also terminate immediately if you fail to comply with any term of this EULA agreement. Upon such termination, the licenses granted by this EULA agreement will immediately terminate and you agree to stop all access and use of the Software. The provisions that by their nature continue and survive will survive any termination of this EULA agreement.

Warranty of Functionality

For a period of fourteen (14) Days following installation of the Software (the “Warranty Period”), Developer warrants that the Software shall perform in all material respects according to the Developer’s specifications concerning the Software when used on an operating system for which it was designed. If, within the Warranty Period, Licensee promptly notifies Developer in writing of any defect or fault in the Software as a result of which it fails to perform substantially in accordance with the Developer’s specifications, the Licensee shall return the Software to Developer at Licensee’s expense and Developer shall, at its sole option, repair the Software so that it operates according to the warranty, [or replace the Software] provided that Licensee makes available all information that may be necessary to assist Developer to remedy the defect or fault, including sufficient information to enable us to recreate the defect or fault. This warranty shall not apply if the Software has been altered or modified or if used improperly or in breach of this Agreement or on an operating environment not approved by Developer. The Supplier does not warrant that the use of the Software will be uninterrupted or error-free.

Governing Law

This EULA agreement, and any dispute arising out of or in connection with this EULA agreement, shall be governed by and construed in accordance with the law of England and Wales

Force Majeure.

The Developer shall not be in breach of this Agreement nor liable for any delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for three (3) months, the Licensee may terminate this agreement by giving thirty (30) days’ written notice to the Developer.

GDPR

Data Protection Legislation: (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998;

“Controller”, “Processor”, “Processing” and “Data Subject” shall have the meanings given to them in the Data Protection Legislation;

ICO means the Information Commissioner's Office;

"Personal Data" means any information relating to an identified or identifiable natural person (known as "the Data Subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

Data Protection Legislation

"UK and EU Cookie Law": means the relevant parts of the Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended in 2004, 2011 and 2015;

The Licensee warrants, represents and undertakes that no Personal Data will be processed by the Developer on the Licensee's behalf when performing its obligations under this Agreement.

To the extent that the Developer processes Personal Data on behalf of the Licensee as a result of performing its obligations to the Licensee under this Agreement; (i) each of the Developer and the Licensee shall comply with its obligations under Data Protection Legislation as data controller and data processor, respectively; (ii) the Developer shall: (a) only process any Personal Data in accordance with the Licensee's reasonable instructions from time to time; (b) maintain, appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and accidental loss or damage; and (c) not transfer the Personal Data to countries outside the European Economic Area without the prior written consent of the Licensee.

The Licensee shall indemnify and keep indemnified and defend at its own expense the Developer against all costs, claims, losses, damages or expenses sustained or incurred by the Developer or for which the Developer may become liable as a result of the Licensee breaching its obligations under this Section

Confidentiality.

The Developer and Licensee shall, during the term of this Agreement and thereafter, keep confidential all, and shall not use for its own purposes (other than implementation of this licence) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any, information of a confidential nature (including trade secrets and information of commercial value) which may become known to such party from the other party and which relates to the other party, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this licence, or subsequently comes lawfully into the possession of such party from a third party. Each party shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information.

Neither the Developer or Licensee shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.