

## End User License Agreement

### 1.1 Definitions

Except to the extent expressly provided otherwise, in this Agreement;

"**Charges**" means the monthly or annual license payments;

"**Effective Date**" means the date of first download;

"**Agreement**" means this end user license Agreement, including any amendments made from time to time;

"**Force Majeure Event**" means an event, or a series of related events, that is outside the reasonable control of the party affected including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious attacks or infections, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars;

"**Intellectual Property Rights**" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs;

"**Licensor**" means Helpful Limited a company incorporated in England and Wales registration number having its registered office at *23 Tophall Close. Derby. DE73 6WN*.

"**Maintenance Services**" means the general maintenance services of the Breaking News application including Updates and Upgrades;

"**Minimum Term**" means in respect of this Agreement the period of 1 month re-occurring or 12 months beginning on the Effective Date;

"**Services**" means any services that the Licensor provides to the User, or has an obligation to provide to the User, under this Agreement;

"**BREAKING NEWS**" means Breaking News application which is an exclusive integration within *Slack Technologies Inc*;

"**BREAKING NEWS Defect**" means a defect, error or bug in the application name having a material adverse effect on the operation, functionality or performance of the application name, but excluding any defect, error or bug caused by or arising as a result of:

any act or omission of the user or any person authorised by the user to use the application name;

any use of the application name contrary to the Documentation by the user or any person authorised by the user to use the application name;

a failure of the user to perform or observe any of its obligations in this Agreement; and/or

an incompatibility between the application name and any other system, network, application, program, hardware or application name not specified as compatible in the application name Specification;

"**BREAKING NEWS Specification**" means the specification for Breaking News;

"**Source Code**" means Breaking News code in human-readable form or any part of Breaking News code in human-readable form, including code compiled to create the application name or decompiled from the application, but excluding interpreted code comprised in the application;

"**Support Services**" means support in relation to the use of Breaking News and the identification and resolution of errors in the application, but shall not include the provision of training services whether in relation to the application or otherwise;

"**Term**" means the term of this Agreement commencing in accordance with Clauses 1.1.1 and 1.1.2;

"**Update**" means a hotfix, patch or minor version update to the application;

"**Upgrade**" means a major version upgrade of the application;

"**User**" means the person to whom the Licensor grants a right to use Breaking News under this Agreement; and

## 1 Term

1.1 This Agreement shall come into force upon the Effective Date of Installation and shall continue in force in accordance with the license downloaded be that:

1.1.1 monthly re-occurring until such time as cancelled subject to termination in accordance with clause 13 or any other provision of this Agreement;

1.1.2 annually re-occurring until such time as cancelled subject to termination in accordance with clause 13 or any other provision of this Agreement.

## 2 License

2.1 The Licensor hereby grants License on a strict business to business basis from the date of installation of Breaking News to the User until the end of the appropriate Term a worldwide, license to:

2.1.1 install multiple of 50 users per subscription of the Breaking News;

2.1.2 create, store and maintain up to [5] back-up copies of the Breaking News;

- 2.1.3 subject to the limitations and prohibitions set out and referred to in this Clause 4.
- 2.1.4 The User may not sub-license and must not purport to sub-license any rights granted without the prior written consent of the Licensor:
- 2.1.5 the User must not sell, resell, rent, lease, loan, supply, publish, distribute or redistribute Breaking News;
- 2.1.6 the User must not alter, edit or adapt Breaking News and;
- 2.1.7 the User must not decompile, de-obfuscate or reverse engineer, or attempt to decompile, de-obfuscate or reverse engineer Breaking News.

### **3 Source Code**

- 3.1 Nothing in this Agreement shall give to the User or any other person any right to access or use the Source Code or constitute any licence of the Source Code

### **4 Maintenance Services**

- 4.1 The Licensor shall provide the Maintenance Services to the User during the Term.
- 4.2 The Licensor shall provide the Maintenance Services with reasonable skill and care.
- 4.3 If the Licensor stops or makes a good faith decision to stop providing maintenance services in relation to Breaking News its customers generally, then the Licensor may terminate the Maintenance Services by giving at least 30 days written notice of termination to the User

### **5 Support Services**

- 5.1 The Licensor shall provide the Support Services to the User during the Term of this Agreement.
- 5.2 The Licensor shall provide the Support Services with reasonable skill and care.
- 5.3 The Licensor shall terminate the Support Services on expiry or termination.

### **6 No assignment of Intellectual Property Rights**

- 6.1 Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from the Licensor to the User, or from the User to the Licensor.

### **7 Charges**

- 7.1 The User shall pay the Charges to the Licensor in accordance with this Agreement monthly 1.2.1 or annually 1.2.2 on a re-occurring basis unless notice has been given in accordance with 13.3
- 7.2 All amounts stated in or in relation to this Agreement are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by the User to the Licensor.

### **8 Payments**

- 8.1 The User must pay the Charges to the Licensor in advance.
- 8.2 The User Charges shall be debited from the assigned business debit card or credit card automatically at the end of the appropriate term at 1.2.1 or 1.2.2.

### **9 Warranties**

- 9.1 The Licensor warrants to the User that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement the Licensor warrants to the User that:
  - 9.1.1 Breaking News as provided will conform in all material respects with Breaking News Specification;
  - 9.1.2 Breaking News will be supplied free from Breaking News defects and will remain free from Breaking News Defects for a period of at least 12 months following the supply;
  - 9.1.3 Breaking News will be supplied free from viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious Breaking News programs;
  - 9.1.4 Breaking News shall incorporate security features reflecting the requirements of good industry practice;
  - 9.1.5 The Licensor warrants to the User that when used by the User in accordance with this Agreement will not breach any laws, statutes or regulations applicable under English law;
  - 9.1.6 The Licensor warrants to the User that when Breaking News is used in accordance with this Agreement, will not infringe the Intellectual Property Rights of any person in any jurisdiction and under any applicable law;
- 9.2 If the Licensor reasonably determines, or any third party alleges, that the use of Breaking News by the User in accordance with this Agreement infringes any person's Intellectual Property Rights, the Licensor may acting reasonably at its own cost and expense:
  - 9.2.1 modify Breaking News in such a way that it no longer infringes the relevant Intellectual Property Rights providing that any such modification must not introduce any Breaking News defects;

- 9.3 The User warrants to the Licensor that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.
- 9.4 All the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement.

## **10 Acknowledgements and warranty limitations**

- 10.1 The User acknowledges that complex software applications are never wholly free from defects, errors and bugs; and subject to the other provisions of this Agreement, the Licensor gives no warranty or representation that Breaking News will be wholly free from defects, errors and bugs.
- 10.2 The User acknowledges that complex software applications are never entirely free from security vulnerabilities; and subject to the other provisions of this Agreement, the Licensor gives no warranty or representation that the Breaking News will be entirely secure.
- 10.3 The User acknowledges that the Breaking News is only designed to be compatible with <insert> ; and the Licensor does not warrant or represent that Breaking News will be compatible with any other application.
- 10.4 The User acknowledges that the Licensor will not provide any legal, financial, accountancy or taxation advice under this Agreement or in relation to Breaking News and, except to the extent expressly provided otherwise in this Agreement, the Licensor does not warrant or represent that Breaking News the use of the Breaking News by the User/s will not give rise to any legal liability on the part of the User or any other person.

## **11 Indemnities**

- 11.1 The Licensor shall indemnify and shall maintain indemnify against liabilities, damages, losses, costs and expenses where it is proven that the Licensor had foreseeable indication of damage or economic loss suffered or incurred by the User and arising directly as a result of any breach by the Licensor of this Agreement.

### **11.2 For 11.1 to be relied upon the User must:**

- 11.2.1 upon becoming aware of an actual or potential Licensor Indemnity Event, notify the Licensor;
- 11.2.2 provide to the Licensor all such assistance as may be reasonably requested by the Licensor in relation to the Licensor Indemnity Event;
- 11.2.3 allow the Licensor the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the Licensor Indemnity Event; and
- 11.2.4 not admit liability to any third party in connection with the Licensor Indemnity Event or settle any disputes or proceedings involving a third party and relating to the Licensor Indemnity Event without the prior written consent of the Licensor.
- 11.3 Without prejudice to the Licensor's obligations under Clause 11.1 shall not apply unless the User complies with the requirements of this Clause 11.2
- 11.4 The User shall indemnify and shall keep indemnified the Licensor against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Licensor and arising directly or indirectly as a result of any breach by the User of this Agreement.

### **11.5 The Licensor must:**

- 11.5.1 upon becoming aware of an actual or potential User Indemnity Event, notify the User;
- 11.5.2 provide to the User all such assistance as may be reasonably requested by the User in relation to the User Indemnity Event;
- 11.5.3 allow the User the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the User Indemnity Event; and
- 11.5.4 not admit liability to any third party in connection with the User Indemnity Event or settle any disputes or proceedings involving a third party and relating to the User Indemnity Event without the prior written consent of the User
- 11.5.5 the User's obligation to indemnify the Licensor under Clause 11.4 shall not apply unless the Licensor complies with the requirements of this Clause 11.5;
- 11.6 The indemnity protection set out in this Clause 11 shall be subject to the limitations and exclusions of liability set out in this Agreement and by statute.

## **12 Limitations and exclusions of liability**

- 12.1 Nothing in this Agreement will:

- 12.1.1 limit or exclude any liability for death or personal injury resulting from negligence;
  - 12.1.2 limit or exclude any liability for fraud or fraudulent misrepresentation;
  - 12.1.3 limit any liabilities in any way that is not permitted under applicable law; or
  - 12.1.4 exclude any liabilities that may not be excluded under applicable law,
  - 12.1.5 and, if a party is a consumer, that party's statutory rights will not be excluded or limited by this Agreement, except to the extent permitted by law.
- 12.2 The limitations and exclusions of liability set out in this Clause 12 and elsewhere in this Agreement are subject to Clause 12.1 and govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this Agreement.
- 12.2.1 The Licensor will not be liable to the User in respect of any losses arising out of a Force Majeure Event;
  - 12.2.2 The Licensor will not be liable to the User in respect of any loss of profits or anticipated savings;
  - 12.2.3 The Licensor will not be liable to the User in respect of any loss of revenue or income;
  - 12.2.4 The Licensor will not be liable to the User in respect of any loss of business, contracts or opportunities;
  - 12.2.5 The Licensor will not be liable to the User in respect of any loss or corruption of any data, database;
  - 12.2.6 The Licensor will not be liable to the User in respect of any special, indirect or consequential loss or damage;
- 12.3 The liability of the Licensor to the User under this Agreement in respect of any event or series of related events shall not exceed £250,000

### **13 Termination**

- 13.1 The Licensor shall be entitled to terminate this Agreement immediately if:
- 13.1.1 the amount due to be paid by the User to the Licensor under this Agreement is unpaid by the due date and remains unpaid;
  - 13.1.2 the User terminates their license with Slack Technologies Inc whereby the User explicitly understands that Breaking News will cease to function;
- 13.1.2.1 no subscription fees already paid will be refunded where the User terminates in accordance with 13.1.2
- 13.2 The Licensor may terminate this Agreement by giving to the User not less than 7 days written notice of termination on or before the end of the Minimum Term 1.1.1 and 1.1.2.
- 13.3 The User may terminate this Agreement by giving to the Licensor not less than 24 hours cancellation submission prior to the re-occurring date for the ongoing User License.
- 13.4 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:
- 13.4.1 the other party commits any material breach of this Agreement and the breach is not remediable;
  - 13.4.2 the other party commits material breach of this Agreement, and the breach is remediable but the other party fails to remedy the breach within the period of 30 days following the giving of a written notice to the other party requiring the breach to be remedied; or
  - 13.4.3 the other party persistently breaches this Agreement.

### **14 Effects of termination**

- 14.1 Upon the termination of this Agreement by either party, all the provisions of this Agreement shall cease to have effect with immediate effect save for any proven liability arising in accordance with 11 or 12 up to the maximum indemnity at 12.3
- 14.1.1 the Licensor shall not refund to the User any Charges paid by the User to the Licensor in respect of Services not engaged by the choice of the User after the user submits their intention during a current period whereby termination falls before the end of the license period at 1.2.1 and 1.2.2;
  - 14.1.2 the Licensor shall refund the User and Charges paid by the User only in respect of termination by the Licensor where no material breach applies and only where User services are no longer provided as a result of the formal cessation of Breaking News;
  - 14.1.3 without prejudice to the parties' other legal rights;

### **15 General**

- 15.1 No breach of any provision of this Agreement shall be waived except with the express written consent of the party not in breach.

- 15.2 If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable in part be deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.
- 15.3 This Agreement may be varied from time to time where upgrades or de-bug gives rise to the need to vary this Agreement.
- 15.4 The User hereby agrees that the Licensor may assign the Licensor's contractual rights and obligations under this Agreement to any successor to all or a substantial part of the business of the Licensor from time to time.
- 15.5 This Agreement is made for the benefit of the parties and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation, or settlement under or relating to this Agreement are not subject to the consent of any third party.
- 15.6 This Agreement shall constitute the entire Agreement in relation to the subject matter of this Agreement, and shall supersede all previous Agreements.
- 15.7 This Agreement shall be governed by and construed in accordance with English law.
- 15.8 The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

## **16 Interpretation**

- 16.1 In this Agreement, a reference to a statute or statutory provision includes a reference to:
  - 16.1.1 that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
  - 16.1.2 any subordinate legislation made under that statute or statutory provision.
- 16.2 The Clause headings do not affect the interpretation of this Agreement.
- 16.3 References in this Agreement to " month or months" are to the given date with effect from the initial installation of Breaking News.
- 16.4 In this Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a class of acts, matters or things.

## **17 Data Protection**

- 17.1 Breaking News has a separate Privacy Policy applicable to this Agreement which can be viewed [here](#)

Please tick to agree to the download and terms of this Agreement ☐