

End User Licence Agreement

EULA



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Section 1. DEFINITIONS

“Documentation” means the user guide, help information and/or other documentation provided by Licensor with the APPLICATION.

“Licensee” means the legal entity named in the Proposal/order form,

“APPLICATION” means any Licensor AppExchange App (in object code) obtained by the Licensee.

“Updates” means, if applicable, any patch, update or a new version of the APPLICATION delivered to Licensee pursuant to the Support Services.

“User” means the employee of the Licensee that is assigned by the Licensee to use the APPLICATION, and the term also includes contractors, customers, partners and suppliers of the Licensee and any other person within the geographic area of the customer intended by the Licensee to use the APPLICATION.

“Order Form” means the form used to add the number of licenses and different license type and its numbers.

“EULA” means this End User Licence Agreement document.

Section 2. LICENSE

2.1 APPLICATION.

Subject to all terms and conditions in this Agreement, Licensor grants Licensee a worldwide, perpetual nonexclusive, non-transferable (except as noted in Section 9.5), non-sublicense, non-suable right and license to have the User use the APPLICATION and Documentation without modification for the duration of the subscription as set out in the SOW or the subscription period otherwise established in the applicable Order Form.

2.2 Limitations.

Each User may use a copy of the APPLICATION solely for Licensee's internal business purposes, including without limitation, only on 1 Production Salesforce Instance. However, subject to the same use limitations and restrictions, User may install it on a Sandbox environment under his or her control, provided that is part/target of a single production Salesforce Instance.

Section 3. SUPPORT SERVICES

3.1 Support.

Licensor will use commercially reasonable efforts to provide Licensee with APPLICATION maintenance and support in accordance with its standard practices (as amended from time to time, Support Services). Licensor shall have no obligation to support any version other than the then-current and immediate 2 the prior version provided that, Licensor shall support all prior versions where the Licensor is obligated to provide support services to the Licensee. Licensee agrees that Licensor may charge in accordance with its then-current policies for any support services resulting from (a) problems, errors or inquiries relating to any hardware, system, service or other APPLICATION except for salesforce.com platform releases or (b) use of any unsupported version of the APPLICATION. Customization of the APPLICATION or of any new version, or Update or any patches or bug fixes is available to the Licensee as part of Support Services and at no additional cost.

This schedule describes our Support Services Procedures and Service Level Agreements. It covers:

- Getting Help: Reporting a case
- Case categories
- Case Management: Severity, Service Levels, Resolution and Escalation
- Eligibility

Getting Help: Reporting a Case

Email contact support@axolt.com

Ticketing Portal: <https://support.axolt.com>

Case reporting should be from your designated Administrators logging a case by email or through Ticketing portal.

Before logging a case, please make sure you have the following information:

- Screen-prints, URLs or reports or both where the issue occurs, including any supporting information, such as error messages
- Steps taken to replicate the scenario; and any actions you have already attempted

We will acknowledge your case by email. The acknowledgement will include a case reference number and the assigned priority. You should use the reference number in all future communications regarding this case.

Case Categories

- Incidents – unplanned interruptions (or degradations) to the service, whereby the system is not functioning as designed. Incidents are covered under SLA
- Service requests – a request for assistance (such as training, new fields, reports, dashboards, workflow, approvals, communication templates, data uploads etc) whereby the system is functioning correctly but Axolt assistance is required. These requests are covered under the Axolt Premier Support plan.

Case Management: Severity, Service Levels, Resolution and Escalation

Severity Levels:

When we receive an inbound case, our Service Desk will create the case, assess the appropriate severity level, case category, perform 'triage' and will then either resolve the case or escalate to a level 2 engineer.

Emergency:

An incident which has rendered your production application inoperable, severely impacting business operations

Critical:

An incident which significantly impacts your business operations, or there is a data security risk, but the site or application continues to operate.

Normal:

Any other incident at any stage of the case lifecycle, the Service Desk may ask you for additional information to help them determine the severity level and to resolve the case.

The team may ask you to participate in a web conference meeting to replicate the incident, or to send through screen-prints of any of the areas where the problem is occurring, or to investigate possible courses of corrective action. Our team will agree with you whether they need dial-in access.

Service Response: Normal Working Hours

A Service Desk engineer will work with you to resolve your case (byway of fix, workaround or patch) to the following target SLAs:

Severity Level	Target Case Resolution
Emergency	24 hours
Critical	48 hours
Normal	5 business days - workaround (if required and available) Other – considered as Enhancement Request for future Releases

Resolution

Either you, the customer or Axolt Support can resolve a case. This normally occurs when:

- You are given an answer that resolves the case
- A maintenance patch is provided
- It is determined that the issue is not application related
- A workaround is provided; or
- The issue has deemed a feature enhancement request.

Escalating

Support Issues Our support team is committed to responsive support and rapid resolution of your case. However, if you feel that we are not successfully resolving your case to plan, or that we have failed to meet your expectations, please ask to speak with one of our senior operations managers who will be happy to discuss your concern. We aim to provide you with the best service possible. Please help by telling us if we have not performed to your expectations so that we can take the appropriate corrective action.

Eligibility

AXOLT customers are covered by this SLA, with the following exceptions:

- When a customer account balance is overdue by 30 days or more.
- Circumstances beyond AXOLT's reasonable control including, without limitation, acts of any governmental body, war, insurrection, sabotage, terrorism, embargo, fire, flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, or failure of any customer premise network equipment Scheduled maintenance (this will normally be advised in advance and where possible will be outside normal business hours)
- Domain name service (DNS) issues related to third-party DNS providers.
- Customer acts or omissions including, without limitation: incorrectly setting up access and permission level for employees, incorrect data entry, failure to manage/archive audit and other data; negligence, wilful misconduct; use of AXOLT services in breach of these Terms and Conditions of Use, by Customer, its employees, agents or others authorized by Customer.

3.2 Updates.

Licensor will provide Licensee with any Update, new versions, patches and bug fixes that it makes generally available to its other licensees which have purchased the same level of support. Any Update, new version, patches and bug fixes delivered by Licensor shall be treated as APPLICATION for all purposes under this agreement.

The APPLICATION, Upgrades, new versions, Updates, patches and bug fixes are subject to the acceptance testing procedures and remedies established by the Licensee.

Section 4. CONFIDENTIALITY

4.1 Scope.

The term Confidential Information means all trade secrets, know-how, APPLICATION and other financial, business or technical information of Licensor or any of its suppliers that is disclosed by or for Licensor in relation to this Agreement, but not including any information Licensee can demonstrate is (a) rightfully furnished to it without restriction by a third party without breach of any obligation to the Licensor, (b) generally available to the public without breach of this Agreement or (c) independently developed by it without reliance on such information. All APPLICATION and Documentation is Confidential Information.

4.2 Confidentiality.

Subject to the provisions of Section 7 of the MSA, Licensee shall not possess, use or disclose any Confidential Information without Licensor's prior written consent, and shall use reasonable care to protect the Confidential Information. Licensee shall be responsible for any breach of confidentiality by its employees.

4.3 Compelled Disclosure.

The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

Section 5. PROPRIETARY RIGHTS

5.1 Restrictions.

Licensee shall not (a) use any Confidential Information to create any APPLICATION or documentation that is similar to any APPLICATION or Documentation, (b) disassemble, decompile, reverse engineer or otherwise try to discover any source code or underlying structures, ideas or algorithms of the APPLICATION (except and only to the extent these restrictions are expressly prohibited by applicable statutory law), (c) encumber, lease, rent, loan, sublicense, transfer or distribute any APPLICATION, (d) copy, adapt, merge, create derivative works of, translate, localize, port or otherwise modify any APPLICATION or Documentation, (e) use the APPLICATION in an automated process, (f) use the APPLICATION, or allow the transfer, transmission, export or re-export of all or any part of the APPLICATION or any product thereof, in violation of any export control laws or regulations of The United Kingdom or any other relevant jurisdiction or (g) permit any third party to engage in any of the foregoing proscribed acts. Licensee shall not use the APPLICATION for the benefit of any third party (e.g., time-share or service bureau arrangement) without Licensor's prior written consent, at its discretion.

5.2 No Implied License.

Except for the limited rights and license expressly granted hereunder, no other license is granted, no other use is permitted and Licensor (and its suppliers) shall retain all right, title and interest in and to the APPLICATION and Documentation (and all patent rights, copyright rights, trade secret rights and all other intellectual property and proprietary rights embodied therein).

5.3 Markings.

Licensee shall not alter, obscure or remove any trademark, patent notice or other proprietary or a legal notice displayed by or contained in any APPLICATION, Documentation or packaging.

Each Party agrees to obtain the prior written consent of the other Party prior to the issuance of any press release, advertising or promotional material or other public disclosure regarding this Agreement or the relationship between Licensee and Licensor pursuant hereto.

5.4 Copyright.

Without limiting the provisions of Section 9 of the EULA, Licensor represents and warrants hereunder the APPLICATION shall not infringe upon any copyright, patent, trade secret, or other proprietary rights, or misappropriate any trade secret, of any third party.



5.5 License by Customer to Use Feedback.

Customer grants to Axolt and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of the Services.

Section 6. FEES AND PAYMENT

6.1 Fees.

Customer will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services and Support purchased and not actual usage, (ii) payment obligations are non-cancellable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.

6.2 Invoicing and Payment.

Fees will be invoiced annually in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, fees are due upon receipt from the invoice date, and invoices may be sent electronically. Customer is responsible for providing complete and accurate billing and contact information to Axolt and notifying Axolt of any changes to such information.

6.3 Overdue Charges.

If any invoiced amount is not received by Axolt by the due date, then without limiting Axolt's rights or remedies, those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

6.4 Suspension of Services.

If any charge owing by Customer is 30 days or more overdue, Axolt may, without limiting its other rights and remedies, suspend Services and Support until such amounts are paid in full, provided Axolt has given Customer at least 15 days' prior notice that its account is overdue in accordance with the "Notices" section below. In addition, if Customer has an agreement directly with Salesforce, and Salesforce suspends services to Customer due to Customer's breach of that agreement, any Services installed in the same Salesforce instance will also be inaccessible and Axolt will not thereby be deemed to be in breach of this Agreement.

6.5 Payment Disputes.

Axolt will not exercise its rights under the "Overdue Charges" or "Suspension of Service" section above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.



6.6 Taxes.

Axolt's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Axolt has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Axolt will invoice Customer and Customer will pay that amount unless Customer provides Axolt with a valid tax exemption certificate authorized by the appropriate taxing authority. Axolt will calculate applicable Taxes based on the address where Customer primarily uses the Services as specified in the relevant Order Form.

Section 7. WARRANTY DISCLAIMERS

Except as expressly set out in the MSA, The application and support services are provided "as is" without warranty of any kind. Licensor does not warrant that the application or support services will meet licensee's requirements or that they will be uninterrupted or error-free. To the fullest extent permitted by law, licensor hereby disclaims (for itself and its suppliers) all other warranties, whether express or implied, oral or written, with respect to the application and support services including, without limitation, all implied warranties of title, quiet enjoyment, integration, merchantability or fitness for any particular purpose and all warranties arising from any course of dealing, the course of performance or usage of trade.

Section 8. TERM AND TERMINATION.

Upon termination of the MSA or the SOW for any reason, all rights, obligations and licenses of the parties hereunder shall cease, except that (a) all obligations that accrued prior to the effective date of termination and any remedies for breach of this EULA shall survive any termination, (b) Licensee shall promptly return or destroy all APPLICATION and other tangible Confidential Information, and permanently erase all Confidential Information from any computer and storage media and (c) the provisions of Sections 4 (Confidentiality), 5 (Proprietary Rights), 6 (Warranty Disclaimers), and this Section 8 shall also survive.

8.1 Term of Subscriptions.

The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified below or in an Order Form, Order Forms and all subscriptions thereunder will automatically renew for additional periods of one year, on the same terms and without entering into a new Order Form, unless either party gives the other notice of non-renewal at least 60 days before the end of the relevant subscription term. The per-unit pricing during any automatic renewal term will be the same as that during the immediately prior term unless Axolt has given Customer written notice of a pricing increase at least 90 days before the end of that prior term, in which case the pricing increase will be effective upon renewal and thereafter. Any such pricing increase will not exceed 5% of the pricing for the applicable Service in the immediately prior subscription term, unless the pricing in the prior term was designated in the relevant Order Form as a promotional or one-time.

8.2 Non-Renewal and Reinstatement of Subscriptions.

If The customer provides timely notice of non-renewal, the Services will expire and Customer's access to the Services will cease on the subscription end date unless a new Order Form for the Services is entered into on or before the subscription end date. If any Service subscriptions are not renewed by the subscription end date (other than due to Axolt's notice of non-renewal under the "Term of Subscriptions" section above), and Axolt and Customer enter into a new Order Form for such Services during the 90-day period after the subscription end date, Customer will be charged an additional reinstatement fee equal to a pro-rata portion of the total annual renewal subscription for each day that has elapsed since the subscription end date.

8.3 Deactivation of User Subscriptions.

In the event of a permitted reduction in the number of Customer's User subscriptions (e.g., upon renewal), Customer will promptly deactivate the applicable Users in the Services upon termination of the subscriptions. Any failure to do so will be considered a violation of a contractual usage limit under the "Usage Limits" section above.

8.4 Termination.

A party may terminate this Agreement if the other party (a) materially breaches this Agreement and fails to cure the breach within 30 days after written notice by the non-breaching party detailing the breach, or (b) becomes the subject of a petition in bankruptcy or other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, and such petition or proceeding is not dismissed within 60 days.

8.5 Refund or Payment upon Termination.

If Customer terminates this Agreement in accordance with the "Termination" section above, Axolt will refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by Axolt in accordance with the "Termination" section above, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms. In no event will termination relieve Customer of its obligation to pay any fees payable to Axolt for the period prior to the effective date of termination.

8.6 Customer Data Portability and Deletion.

Upon request by Customer made within 30 days after the effective date of termination or expiration of this Agreement, or within 30 days after any suspension under the second sentence of the "Suspension of Services" section above, whichever is earlier, Axolt will make the Customer Data available to Customer for export or download. After such 30-day period, Axolt will have no obligation to maintain or provide any Customer Data and will thereafter delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control, unless legally prohibited.

Section 9. *LIMITATION OF LIABILITY*

9.1 Limitation of Liability.

Subject to the "Exclusion of Indirect Damages" and "Limitation of Restrictions" sections below, neither party's liability with respect to any single incident arising out of or related to this Agreement will exceed the amount paid by Customer hereunder in the 12 months immediately preceding the relevant incident, provided that in no event shall either party's total aggregate liability arising out of or related to this Agreement exceed the total amount paid by Customer hereunder. The above limitations will apply whether an action is contractual or non-contractual, in tort, for breach of statutory duty or otherwise and regardless of the theory of liability. However, the above limitations will not limit Customer's payment obligations under the "Fees and Payment" section.

9.2 Exclusion of Indirect Damages.

Subject to section the “Limitation of Restrictions” section below, in no event will either party have any liability to the other party under or in relation to this Agreement whether in contract, tort or under any other theory of liability for:

- (a) any financial damages as a result of loss or damage to property,
- (b) any economic loss,
- (c) any cost of replacement services,
- (d) any loss of profits, loss of revenue, loss of orders, loss of goodwill, and/or loss resulting from damage to image or reputation in each case whether direct or indirect or
- (e) any indirect or consequential loss or damage arising out of or related to this Agreement,

howsoever caused and whether or not such losses are foreseeable, even if that party has been advised (or is otherwise aware) of the possibility of such losses in advance.

9.3 Limitation of Restrictions.

Nothing in the “Limitation of Liability” or “Exclusion of Indirect Damages” section above shall:

- (a) limit Customer’s payment obligations under the “Fees and Payment” section above, or
- (b) exclude or limit the liability of either party for death or personal injury caused by that party’s negligence, or for fraud or fraudulent misrepresentation, or for any other liability to the extent that the same may not be excluded or limited as a matter of applicable law.