

## 3T Software Labs EULA

Any use of the Software (as defined below) is subject to the terms of this licence agreement ("**Agreement**"). Please read the full Agreement carefully.

You confirm that you accept and agree to be legally bound by all terms and conditions of this Agreement, which will take effect:

- (i) when you click "I ACCEPT" or select the "I accept the terms in the License Agreement" checkbox when prompted as part of download and/or installation of any Software purchased through our website (a copy of this license can be found at <http://files.studio3t.com/eula/eula.pdf>); or
- (ii) when you click "I ACCEPT" or select the "I accept the terms of this EULA" checkbox when prompted as part of download and/or installation through our website of any Software purchased through a Reseller (a copy of this license can be found at <http://files.studio3t.com/eula/eula.pdf>); or
- (iii) on signature of a paper version of this Agreement (which will incorporate any documents attached to it at the time of signature e.g. quotes).

### IMPORTANT NOTICES:

- (i) Where you sign a paper version of this Agreement, that paper version will take precedence over any subsequent click to agree versions of this Agreement presented on download and/or installation; and
- (ii) This Agreement shall prevail over your standard terms and conditions (if any) attached to, enclosed with, or referred to in, the purchase order or confirmation of order.

## TERMS AND CONDITIONS

### 1 DEFINITIONS

In this Agreement, the following terms shall have the following meanings:

**"Download"** or **"download"** in connection with the Licensed Software means the downloading of the Licensed Software from our or any third party's remote server;

**"Free Edition Software"** means certain of our Software, as specified in the relevant Software information on our website <https://studio3t.com> that is offered as a free edition (sometimes with limitations on the free use) as an alternative to a Licence Fee version, as listed in Schedule 2;

**"Install"**, **"install"**, **"installing"**, **"installation"** or **"installed"** in connection with the Licensed Software means installation of the Licensed Software using a serial key provided by us or a Reseller;

**"Intellectual Property Rights"** means patents, registered designs, registered trade and service marks, registered copyright and modifications to and applications for any of the foregoing and the right to apply for protection for such registered rights anywhere in the world and inventions, discoveries, copyright, database right, unregistered trade or service marks, brand names or know-how and any similar or equivalent rights whether capable of registration or not arising, applied for or granted under the laws of any country;

**"Licence"** means the licence to use the Licensed Software, including Support for the Term, as set out in clause 3 and 5;

**"Licence Fee(s)"** means the fees payable by you under this Agreement to us excluding VAT and all other relevant taxes, including Withholding Tax where applicable, as detailed by us from time to time including through our website, as part of a written quotation or renewal;

**"Licensed Software"** means such of the Software, as is selected by you and as licensed to you under the terms of this Agreement, including any related manuals, help files or other documentation;

**"Non-Commercial Use"** means use of the Licensed Software in an environment not primarily intended for, or directed towards, commercial advantage or monetary compensation;

**"Non-Commercial Edition Software"** is Software restricted to Non-Commercial Use only and explicitly specified as such in Schedule 2;

**"OSE"** means an Operating System Environment which is all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights;

**"Per User Licensed Software"** means any or all of the Software listed in Schedules 1 and 2;

**"Reseller"** means any third party authorized by us to sell licences to the Software;

**"Software"** means any or all of the software products in executable form listed in Schedules 1 and 2;

**"Support"** means the support provided for the Licensed Software products as described in Schedule 3;

**"Term"** means the term for which we agreed to provide the License to you and for which you have paid the applicable License Fees.

**"We", "Our", "Us"** and the non-capitalised versions means 3T Software Labs Limited, a company registered in England with company number 10075999 and having its registered office at Newnham House, Cambridge Business Park, Cambridge CB4 0WZ, United Kingdom;

**"You", "Your"** and the non-capitalised versions means, whether the Licensed Software is obtained directly from us or through a Reseller, (a) where an individual downloads and/or installs the Licensed Software on a OSE for his own personal use, that individual (a **"Consumer"**); or (b) where an individual downloads and/or installs the Licensed Software on a OSE for business use, that individual's employer (and we will assume that such individual has the authority to purchase on behalf of their employer); or (c) where an entity or organisation downloads and/or installs the Licensed Software on a OSE for use by its employees, that entity or organisation (and such entity shall be responsible for all use by its employees of the Licensed Software).

## **2 HEADINGS**

The headings to the clauses and Schedules of this Agreement are for convenience only and will not affect its construction or interpretation.

## **3 EVALUATION LICENCE**

3.1 In return for the mutual rights and obligations set out in this Agreement, we grant you the right to use the Licensed Software for a period of 30 days from when it is initially installed by or on behalf of you (**"Evaluation Period"**). During the Evaluation Period you can decide whether or not the Licensed Software meets your requirements. The Evaluation

- Period may be extended by written agreement with us.
- 3.2 During the Evaluation Period, you hereby agree that the Licensed Software is provided "AS IS" with no representation, guarantee or warranty of any kind as to its functionality, quality, performance, suitability or fitness for purpose. All other terms, conditions, representations and warranties expressed or implied whether by statute or otherwise are hereby expressly excluded.
- 3.3 We shall not be liable for any claim, damages or other liability arising from or in connection with your use of the Licensed Software during the Evaluation Period.
- 3.4 For the avoidance of doubt, during the Evaluation Period: (a) clauses 5.1, 8.1, 9.3 and 13.2 of this Agreement shall not apply; and (b) clause 13.1 shall apply except that the reference to clause 13.2 is deleted.
- 3.5 Before or upon expiry of the Evaluation Period:
- 3.5.1 if, in your sole opinion, the Licensed Software has met your requirements, and you wish to continue to use the Licensed Software beyond the end of the Evaluation Period, you can decide whether to obtain a licence to the Licence Fee version. Once the appropriate licence has been obtained, this Agreement shall continue in force (except that this clause 3 shall no longer apply).
- 3.5.2 if you decide that the Licensed Software does not meet your requirements, or otherwise do not wish to enter into a paid up Licence, then you shall destroy the Licensed Software and all copies, in any form including partial copies or modifications of the Licensed Software received from us or made in connection with this Licence and all documentation relating thereto. Any rights of yours to use the Licensed Software shall cease.

#### **4 OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS**

- 4.1 You acknowledge that:
- 4.1.1 all Intellectual Property Rights in or relating to the Licensed Software are owned by or licensed to us or licensed to us for business use; and
- 4.1.2 except as expressly granted under the Licence, you have no rights in the Licensed Software; and
- 4.1.3 we make use of third-party components in the Licensed Software, as listed in Schedule 5.
- 4.2 You hereby agree to refrain from any action which would diminish our Intellectual Property Rights in or relating to the Licensed Software or which would call them into question.
- 4.3 You agree not to remove or alter any trade marks, copyright notices or similar proprietary devices, including without limitation any electronic watermarks or other identifiers, that may be incorporated in the Licensed Software or any copy of the Licensed Software.
- 4.4 If you become aware of any infringement or suspected infringement of our Intellectual Property Rights in or relating to the Licensed Software by any third party, you shall notify us without delay. We and you shall consult together on an appropriate course of action but neither party shall be obliged to take any action in respect of any such infringement or suspected infringement.

#### **5 LICENCE**

- 5.1 In return for the mutual rights and obligations under this Agreement, and subject to (a) (other than in relation to the Free Edition Software) the payment of the Licence Fees by you to us and, where relevant, additional Licence Fees, (b) clauses 10 and 11 we grant

to you for the Term a limited, personal, non-exclusive, non-sub-licensable and non-transferable licence:

- 5.1.1 subject to clauses 5.3 and 5.4, to use and copy the Licensed Software for use on any OSE owned, leased and/or controlled by you for internal use;
  - 5.1.2 subject to clause 5.3, to make one copy of the Licensed Software in machine readable form for normal operational security and back-up purposes. You must ensure that such copy is not installed on any OSE at any time when the original copy of the Licensed Software supplied to you is installed upon any other OSE. The Licence will apply to such copy as it applies to the original copy of the Licensed Software installed by you. Such copy and the media on which it is stored will be our property and you shall ensure that such copy bears our proprietary notice; and
- 5.2 Except as stated in this Licence, you have no right to use, incorporate into other products, copy, publish, display, modify, translate the Licensed Software or any modification, adaptation or copy of the Licensed Software or any part thereof. You may only decompile, reverse engineer, or disassemble the source code of the Licensed Software either in whole or in part, as expressly permitted under the Licence or under Sections 50(A), (B) and (BA) of the Copyright, Designs and Patents Act 1988 (as amended or updated from time to time) or other applicable law.
- 5.3 The Licensed Software
- 5.3.1 is Per User Licensed Software, i.e. it is licensed for use by a specific user only. Per User Licensed Software may be used by the licensed user on more than one OSE, except where agreed otherwise in writing with us.
  - 5.3.2 If you are an entity or organisation, this specific user can be replaced by another user known by name to you and employed by you only once in a month. From that time on, said first specific user must not use the Licensed Software anymore and said second specific user may start to use the Licensed Software.
- 5.4 The Licence is personal to you. Except as allowed in clause 21, you may not rent, lease, sub-license, sell, assign, or pledge the Licensed Software, on a temporary or permanent basis, without our prior written consent.
- 5.5 You shall not use the Licensed Software to manufacture or distribute a product that is substantially similar to or competitive with our Software.
- 5.6 Licence to Free Edition Software.** In return for the mutual rights and obligations set out in this Agreement, we grant you the right to use the Free Edition Software. For certain use of our Free Edition Software we specify limitations on such free use in the relevant Software information on our website <https://studio3t.com> as an alternative to a Licence Fee version. In particular, all Non-Commercial Edition Software is restricted to Non-Commercial use only.
- 5.7 Licence to Preview Software** In return for the mutual rights and obligations set out in this Agreement, we grant you the right to use the Preview Software.
- 5.8 For the avoidance of doubt: (a) Clauses 8.1, 8.3 and 13.2 of this Agreement shall not apply to the Free Edition Software and Preview Software; and (b) Clause 13.1 shall apply except that the reference to Clause 13.2 is deleted.
- 5.9 If you breach this clause 5, the Licence or rights granted will automatically terminate in accordance with the provisions of clause 10.

## 6 PAYMENT

- 6.1 Licence Fees shall be invoiced by us, Bright Market LLC (FastSpring), or another entity offered during the purchase process to include VAT and/or other relevant taxes, including Withholding Tax. Schedule 4 gives details of how such taxes are handled.
- 6.2 Licence Fees shall be payable on purchase and/or renewal (as applicable) of the Licensed Software , except where agreed otherwise in writing with us.
- 6.3 Licence Fees for certain of the Licensed Software may differ depending on your status, and our website will identify where this is relevant. In relation to such Licensed Software, you must let us know if your status changes and we will be entitled to invoice for additional Licence Fees if appropriate. Failure to inform us of a change of status is a breach of your Licence and this Agreement.
- 6.4 Where you have obtained the Licensed Software through a Reseller, the terms you have agreed with such Reseller in relation to payment and invoicing will apply instead of this clause 6 (and Schedule 4).

## **7 CONFIDENTIALITY**

- 7.1 The structure, organisation, and source code of the Licensed Software are valuable trade secrets and proprietary confidential information of ours and our licensors. You agree not to provide or disclose any confidential information in the Licensed Software or derived from it to any third party, including where such confidential information is derived under any applicable law as set out in clause 5.2 .
- 7.2 We agree not to provide or disclose any information of a confidential nature in any form whatsoever which is disclosed by or on behalf of you to us to any third party.
- 7.3 The provisions of clauses 7.1 and 7.2 will not apply to the extent that:
  - 7.3.1 such information is in the receiving party's possession free from any restriction as to its use or disclosure; or
  - 7.3.2 the receiving part can demonstrate that such information is in the public domain (other than as a result of an unauthorised disclosure); or
  - 7.3.3 such information is required to be disclosed by law.
- 7.4 No information to which clause 7.3.3 applies shall be disclosed to a third party unless and until the receiving party has (unless prevented from doing so by law):
  - 7.4.1 given the disclosing party, where practicable, five (5) U.K. business days, written notice of such proposed disclosure;
  - 7.4.2 consulted with the disclosing party; and
  - 7.4.3 agreed with the disclosing party the content of the disclosureprovided that it shall not limit the disclosure in a manner which would prevent the receiving party from complying with a statutory or regulatory obligation or court order.
- 7.5 For the purpose of this clause 7, "receiving party" means the party receiving the confidential information. and "disclosing party" means the party by whom confidential information is disclosed.

## **8 WARRANTY AND SUPPORT**

- 8.1 We hereby warrant that:
  - 8.1.1 we own the Intellectual Property Rights in the Software and/or have the right to grant a licence to you;
  - 8.1.2 in creating the Licensed Software, we have not knowingly infringed the intellectual property rights of third parties; and
  - 8.1.3 the Licensed Software shall operate substantially in accordance with its description. However, you acknowledge that the Licensed Software and

related materials is of such a complexity that there will be inherent defects and that therefore we can give no warranty that the Licensed Software is free from error or defect or that operation of the Licensed Software shall be uninterrupted.

- 8.2 Other than as provided for in clause 8.1 above, we do not offer any warranty related to the Licensed Software and/or the Support Package, either express or implied, including but not limited to implied warranties of fitness for purpose or satisfactory quality. The Licensed Software has been developed as a standard product for use by a wide variety of users and so we are unable to warrant that the Licensed Software will meet any particular user needs. You shall take full responsibility for ensuring that the Licensed Software is suitable for your intended purposes and to facilitate your checks of such suitability, we offer a free Evaluation Period.
- 8.3 In relation to the Free Edition Software, you hereby agree that the Licensed Software is provided "AS IS" with no representation, guarantee or warranty of any kind as to its functionality, quality, performance, suitability or fitness for purpose. All other terms, conditions, representations and warranties expressed or implied whether by statute or otherwise are hereby expressly excluded.
- 8.4 **Support.** In relation to and without prejudice to the generality of clause 8.2 above, we provide support to users via our website and email. You accept that, although we will use reasonable endeavours to solve problems identified by you, the nature of software is such that no guarantee can be provided that any particular problem will be solved. We shall have the right to withdraw Support services, without notice, if you are in default under any terms of this Agreement.

## **9 LIMITATION AND EXCLUSION OF LIABILITY**

- 9.1 We do not exclude our liability (if any) to you:
- 9.1.1 for personal injury or death resulting from our negligence;
  - 9.1.2 for fraud; or
  - 9.1.3 for any other matter for which liability cannot be excluded by law.
- 9.2 Subject to clause 9.1, we shall not be liable to you for any of the following types of loss or damage arising under or in relation to this Agreement (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise):
- 9.2.1 any loss of profits, business, contracts, anticipated savings, goodwill, or revenue; or
  - 9.2.2 any loss, or corruption, of software or data; or
  - 9.2.3 any loss of use of hardware, software or data; or
  - 9.2.4 any indirect, special or consequential loss or damage whatsoever, even if we have been advised in advance of the possibility of such loss or damage.
- 9.3 Subject to clauses 9.1 and 9.2, our aggregate liability under this Agreement (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) shall be limited in all cases to the price paid for the Licensed Software in the 12 months prior to the event giving rise to the liability.
- 9.4 You acknowledge that the provisions of clauses 8, 9 and 13.1 are reasonable and reflected in the price which would be higher without those provisions, and you will accept such risk. In the event that any of the limitations or exemptions in this Agreement shall be found to be void, clauses 8, 9 and 13.1 shall be construed in accordance with clause 16.

## **10 TERM AND TERMINATION**

- 10.1 The Licence shall commence upon your acceptance of its terms and shall continue for the Term, unless terminated in accordance with clause 10.2 or 10.3, or otherwise in accordance with this Agreement.
- 10.2 We may terminate the Licence and/or Support Package immediately and without notice if:
- 10.2.1 we reasonably suspect that you are using the Licensed Software for any purpose which contravenes the laws of England; or
  - 10.2.2 you materially fail to comply with any provision of this Agreement.
- 10.3 The Licence will terminate automatically if you uninstall the Licensed Software, or uninstall and destroy or voluntarily return the Licensed Software to us.
- 10.4 Where the Licence is terminated in accordance with clause 10.2 or 10.3, then the Agreement shall terminate in its entirety.
- 10.5 Upon termination of this Agreement, you must uninstall the Licensed Software and destroy all copies of the Licensed Software including all components of it in your power, possession or control.
- 10.6 The termination of this Agreement howsoever arising shall not affect the rights, duties and liabilities of either party accrued prior to termination. Following termination, no obligations or liabilities remain with us.
- 10.7 On termination of this Agreement, and except as under clause 10.4 above, the provisions of clause 1 (Definitions), 2 (Interpretation), 4 (Ownership of Intellectual Property Rights), clause 7 (Confidentiality), clauses 8.2 and 8.3 (Warranty), clause 9 (Limitation and Exclusion of Liability), clause 10 (Term and Termination), clause 11 (Audit), clause 13 (Third Party Claims), and clauses 14 to 21, will remain in effect.

## **11 AUDIT**

- 11.1 You agree that we shall have the right (where we reasonably suspect that the terms of clauses 5 and 6 have not been complied with or that you are otherwise in breach of this Agreement) upon reasonable notice to have an independent third party auditor enter your premises to audit any OSE system or electronic media onto which the Licensed Software or any adaptation, modification or copy of the Licensed Software has been installed in order to verify compliance with this Agreement. Prior to exercising such right to audit we and/or the third party auditor shall if required by you enter into an appropriate and reasonable confidentiality agreement. We will pay the costs of any such examination or audit unless such audit shows that additional fees are payable by you or that you are otherwise in breach of this Agreement, in which case you shall pay the costs of the examination or audit.
- 11.2 Where we reasonably conclude that additional Licence Fees are due from you under this Agreement, we shall make a request in writing. You shall pay such additional Licence Fees within thirty (30) days of the date of the request. Non payment of such fees shall, without prejudice to any other rights that we might have, give us the right to terminate this Agreement with immediate effect.
- 11.3 Where we reasonably conclude that you are otherwise in breach of this Agreement, we shall at our sole choice provide you with written notice of such breach and either (i) provide details of any remedial action required by you; or (ii) terminate this Agreement.

## **12 DATA COLLECTION**

- 12.1 We are continually seeking to develop new products, enhance existing products and

provide a better sales service to our customers. To facilitate this process it is helpful to us to collect information related to your use of the products. We recognise that our collection of such information needs to be subject to your permission and under your control and that you need to be clear that we keep your personal and business data in confidence. The remainder of this clause details how we handle these issues.

**12.2 General.** We wish to collect, maintain, process and use analytics data related to your use of the Licensed Software and visits to our websites. To do this, we will use website cookies and in-product cookies.

12.2.1 The website cookies run on our websites at all times and allow us to track your engagement with our websites, articles, newsletters etc. and link this to the personal information (name and email address) you provide to us as part of the evaluation or installation process for the Licensed Software. The cookies will be activated on download of the Licensed Software, but can retrospectively identify your past visits to any of our websites.

12.2.2 The in-product cookies are by default enabled but may be disabled by you at any time. These allow us to gather data related to your use of the Licensed Software.

12.3 Preview Software. From time to time we provide free Licensed Software to existing and prospective licensees described as “early access”, “beta”, “preview” or “development build”. In return for us providing such software to you for a limited period on a free basis, you hereby accept that we may collect and use information as in 12.2 above. Such Licensed Software shall be provided in accordance with the rights and obligations set out in this Agreement and, in particular, clause 5.8 shall apply.

12.4 Evaluation Software. While you are evaluating the Licensed Software in accordance with an Evaluation Period (clause 3) we wish to collect and use information as in 12.2 above. The Licensed Software as delivered to you will have in-product cookies for such data collection which will be enabled by default, but you will be able to disable these at any time.

12.5 Paid for Licence. When you have purchased a full licence of the Licensed Software, either following an Evaluation Period or otherwise, then we also wish to collect and use information as in 12.2 above. You will be able to disable the data collection functionality at any time.

12.6 Non-Commercial Edition Software. When you have selected to use the Non-Commercial Edition Software, we wish to collect and use information as in 12.2 above. In this case, you will not be able to disable the data collection functionality, i.e. 12.2.2 shall not apply.

12.8 Privacy. At all times your information will be treated in accordance with our Privacy Policy which can be viewed at: <http://3t.io/privacy-policy/>.

### **13 THIRD PARTY CLAIMS**

13.1 Except as in clause 13.2 below, if a third party claims that the Licensed Software, as a result of your use of the Licensed Software, causes loss or damage whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise, then, without prejudice to our overall liability to such third party, you shall indemnify us from any such loss or damage.

13.2 If any claim is brought against you alleging that your use of the intellectual property associated with the Licensed Software infringes the rights of any third party, you shall promptly notify us and supply full details of the claim. The two of us shall consult together on an appropriate course of action and shall seek to minimise the effect of any

claim on the respective businesses. We shall have the right, but not the obligation, to take control of all negotiations and litigation arising out of the claim. We will pay any damages and costs awarded against you in connection with any claim subject to a maximum of the aggregate sum of Licence Fees paid to us by you under this Agreement in the 12 months prior to the event giving rise to the liability. We shall have the right, at our sole choice, either: (i) to negotiate terms for continued use by you of the claimed infringing software; or (ii) amend the Licensed Software to make it non-infringing; or (iii) terminate this Agreement with immediate effect and in such event, we shall refund to you your Licence Fees in accordance with this clause.

#### **14 GOVERNING LAW AND SETTLEMENT OF DISPUTES**

- 14.1 This Agreement (and any dispute or claim relating to it, or its formation, existence, construction, performance, validity or termination) will be governed by and construed in accordance with the laws of England.
- 14.2 The courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).
- 14.3 Without prejudice to any other rights or remedies that we may have, you acknowledge and agree that damages alone would not be an adequate remedy for any breach of clauses 4, 5 and/or 7 by you. Accordingly, we shall be entitled to seek an injunction or other equitable relief for any threatened or actual breach of those clauses.

#### **15 COMPLIANCE WITH APPLICABLE LAW**

You acknowledge and agree that notwithstanding the fact that this Agreement is governed by the laws of England you may be subject to additional laws in other jurisdictions with respect to your use of the Licensed Software in such jurisdictions. You agree to comply with the laws of any such jurisdiction that apply to the Licensed Software including without limitation any applicable export laws or regulations.

#### **16 SEVERABILITY**

If any provision or part of any provision in this Agreement shall be found by any court, body or authority of competent jurisdiction to be illegal, invalid or unenforceable for any reason then the parties shall meet promptly to discuss in good faith and agree an alternative provision or part provision that provides as closely as possible, the same commercial effect as the original. If this happens then the remaining provisions or part provisions are unaffected.

#### **17 NO WAIVER**

No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

#### **18 NO THIRD PARTY RIGHTS**

We and you do not intend that any of this Agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it and all rights by virtue of the Contracts (Rights of Third Parties) Act 1999 are hereby excluded.

#### **19 ENTIRE AGREEMENT**

This Agreement contains all the terms which the parties have agreed in relation to the subject matter of this Agreement and supersedes any prior written or oral agreements, representations (save for any fraudulent misrepresentation, fraud or concealment) or understandings between the parties in relation to such subject matter.

## **20 REVISIONS TO TERMS**

We reserve the right to revise the terms of this Agreement by updating this Agreement on our website, or by notifying you by post or by email. You are advised to check the website periodically for notices concerning such revisions. Your continued use of the Licensed Software shall be deemed to constitute acceptance of any revised terms.

## **21 NO ASSIGNMENT**

21.1 The Licence is personal to you. You may not assign the benefit or delegate the burden of this Agreement or hold this Agreement on trust for any other person. The option to replace a specific user of the Per User Licensed Software in accordance with 5.3 remains unaffected.

## **22 CONSUMER REGULATIONS**

22.1 This clause applies to Consumers only.

22.2 You shall have the right to cancel this Agreement 14 days from the date you agree to be obliged to pay for the Licensed Software and/or Support Package under this Agreement.

22.3 Should you wish to cancel this Agreement under clause 22.2, you must notify us of your decision to cancel by:

22.3.1 sending us an email clearly confirming your decision to the relevant email address on the "Imprint" page of our website.

22.4 If you have any complaints about this Agreement, including complaints about the Licensed Software and/or Support Package, please raise these with us using the relevant contact details on the "Contact Us" page of our website.

**SCHEDULE 1  
PER USER SOFTWARE**

Studio 3T - all editions except the ones listed in Schedule 2

**SCHEDULE 2  
FREE EDITION SOFTWARE**

The following products as specified in the relevant Software information on our website <https://studio3t.com> are offered as free edition (sometimes with limitations on the free use).

Non-Commercial Edition Software: Studio 3T - all Non-Commercial editions

**SCHEDULE 3  
SUPPORT PACKAGE**

We provide support and upgrade services as part of our Licensed Software products. An outline of these services is given below and further details may be available from our website.

Subject to payment of the relevant License fee, the following shall apply:

- 1 We shall supply upgrades to the Licensed Software as they are released.
- 2 We shall respond to email support requests from you within a reasonable period, normally one business day. Where we consider it necessary to facilitate efficient communication, we may contact you by telephone or otherwise.
- 3 We shall use reasonable endeavours to solve problems identified by you. Given the nature of software, it is not possible for us to warrant that we will be able to solve any particular problem in a given timescale, or at all. However, we undertake to keep you updated on progress and, where practical, provide an interim fix and/or workaround so that you can continue effective use of the Licensed Software.
- 4 You accept that, where a particular identified problem requires an update to the Licensed Software, the scheduling of any new releases and the functionality those releases contain shall be under our sole control.

**SCHEDULE 4  
HANDLING OF TAXES**

For the purposes of this Schedule, "**Withholding Tax**" means any tax deducted at source for payments (typically interest, dividend or royalties) to a foreign corporation, as determined by the payer's domestic tax legislation.

Payment of Licence Fees shall not be reduced on account of any taxes unless required by any applicable laws. We shall be responsible for paying any and all taxes (other than Withholding Taxes required by any applicable law to be paid by you) levied on account of, or measured in whole or in part by reference to, any payments we receive. You shall deduct or withhold from

payment of the Licence Fees any taxes that you are required by applicable law to deduct or withhold. Notwithstanding the foregoing, if we are entitled under any applicable tax treaty or convention to a reduction of rate of, or the elimination of, applicable Withholding Tax, we may deliver to you or the appropriate governmental authority (with your assistance to the extent that this is reasonably required) the prescribed forms necessary to reduce the applicable rate of withholding or to relieve you of your obligation to withhold tax. You shall render all reasonable assistance to us for this purpose as is requested by us (such assistance to include the signing by you or any of your officers of any required forms or other document so required). You shall apply the reduced rate of withholding, or dispense with withholding, as the case may be, provided that you have received evidence, in a form satisfactory to you, of our delivery of all applicable forms (and, if necessary, the receipt of appropriate governmental authorisation) at least 7 (seven) days prior to the time that the payments to us are due. If, in accordance with the foregoing, you withhold any amount from a payment to us ("**Withholding**"), you shall (subject to the provisions of this clause) pay to us the payment net of the Withholding when due, and shall account to the proper tax authority for the Withholding. You shall send to us proof of such Withholding and that such Withholding has been accounted to the proper tax authority (through a self-declaration issued by you) within 30 (thirty) days following payment of the Withholding to the tax authority and shall, if requested by us, provide to us a copy of any return made to a tax authority of the Withholding within 10 days of request (or, if later, within 10 days of such return being made to the relevant tax authority). We shall have the right, if permissible under applicable laws, to require you to delay payment of Licence Fees in order to enable us to benefit from any applicable double taxation or other taxation treaties or conventions. You shall indemnify, keep indemnified and hold harmless, us against all losses incurred or suffered by us arising out of your failure to duly and timely pay any tax to the applicable tax Authorities or other authorities within the relevant period in accordance with this clause.

## **SCHEDULE 5 THIRD-PARTY SOFTWARE**

We make use of third-party components in the Licensed Software. The full list of components used can be found in the installation folder of the Licensed Software.

In addition, the current list can be found online:

For Studio 3T Non-Commercial, Studio 3T Core, Studio 3T Pro, Studio 3T Enterprise:

<http://files.studio3t.com/eula/third-party-components.pdf>

For Studio 3T Non-Commercial (without bundled MongoDB shell), Studio 3T Core (without bundled MongoDB shell), Studio 3T Pro (without bundled MongoDB shell), Studio 3T Enterprise (without bundled MongoDB shell):

<http://files.studio3t.com/eula/third-party-reduced-components.pdf>