PYXLL SOFTWARE LICENSE AGREEMENT
version 23.03.2021

THIS LICENCE is made **BETWEEN**

(1)   <u>PYXLL LIMITED</u> a company organised and existing in England and Wales and incorporated at UK Companies House under company number 07189737 whose registered office is at 17 Redgates Lane, Sewards End, Saffron Walden, CB10 2LW, UK (the **"Supplier"**); and

(2)   **"Customer"**.

WHEREAS

The Supplier is the entire legal and beneficial owner and licensor of certain software products listed in Schedule 1 and is willing to license the Customer to use these products.

IT IS HEREBY AGREED

1. **Interpretation**

    1.1   The definitions and rules of interpretation in this clause apply in this licence.

"Authorised Users"	those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Software and for whom the applicable Fee has been paid.
"Business Day"	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
"Commencement Date"	the date on which these terms are accepted by the Customer by signing these terms, or clicking to accept these terms, or downloading the Software, or by otherwise expressly or implicitly accepting the terms of this agreement.
"Control"	a business entity shall be deemed to "control" another business entity if it owns, directly or indirectly, in excess of 50% of the outstanding voting securities or capital stock of such business entity, or any other comparable equity or ownership interest with respect to a business entity other than a corporation.
"Fees"	the licence fees payable by the Customer as listed at https://www.pyxll.com/store.html.
"Initial Term"	a period of either 1 month or 12 months, depending on which option is selected by the customer on the Commencement Date.

"Intellectual Property Rights"	patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.
"Maintenance Release"	release of the Software that corrects faults, adds functionality or otherwise amends or upgrades the Software, but which does not constitute a New Version.
"New Version"	any new version of the Software which from time to time is publicly marketed and offered for purchase by the Supplier in the course of its normal business, being a version which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product.
"Open-Source Software"	open-source software as defined by the Open Source Initiative (http://opensource.org) or the Free Software Foundation (http://www.fsf.org).
"Renewal Period"	a period of either 1 month or 12 months, depending on which option is selected by the customer on the Commencement Date.
"Site"	the premises from which the Customer carries out its business as notified to the Supplier in writing from time to time.
"Software"	the computer programs listed in Schedule 1 and any Maintenance Release which is acquired by the Customer during the subsistence of this licence.
"Source Code Materials"	the source code of the Software, and all technical information and documentation required to enable the Customer to modify and operate it.
"Specification"	the document detailing the specification of the Software which forms Schedule 2.
"Term"	has the meaning given in clause 12.1.

1.2 **Holding company** and **subsidiary** mean a "holding company" and "subsidiary" as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee. In the case of a limited liability partnership which is a subsidiary of a company or another

limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references in sub sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.

1.3 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

1.4 Unless the context otherwise requires:

    1.4.1 words in the singular shall include the plural and in the plural shall include the singular;

    1.4.2 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement;

    1.4.3 a reference to one gender shall include a reference to the other genders; and

    1.4.4 any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.5 In the case of conflict or ambiguity between any provision contained in the body of this licence and any provision contained in the schedules or appendices, the provision in the body of this licence shall take precedence.

1.6 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

1.7 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.

1.8 The Schedules and Annexes form part of this licence and shall have effect as if set out in full in the body of this licence. Any reference to this licence includes the Schedules and Annexes.

2. Delivery

2.1 The Supplier shall make the Software available to the Customer by electronic download within 24 hours of the Commencement Date.

3. Licence

3.1 In consideration of the Fees paid by the Customer to the Supplier, the Supplier grants to the Customer a non-exclusive licence for the Authorised Users to use the Software during the Term.

3.2 In relation to scope of use:

    3.2.1 for the purposes of clause 3.1, use of the Software shall be restricted to use of the Software in object code form in the manner specified in Schedule 1 for the purpose of processing the Customer's data for the normal business purposes of the Customer (which shall not include allowing the use of the Software by, or for the benefit of, any person other than an Authorised User).

3.2.2   For the purposes of clause 3.1, "use of the Software" means loading the Software into temporary memory or permanent storage on the relevant computer, provided that installation on a network server for distribution to other computers is not "use" if the Software is licensed under this licence for use on each computer to which the Software is distributed.

3.2.3   the Customer may not use the Software other than as specified in clause 3.1 and clause 3.2.1 without the prior written consent of the Supplier, and the Customer acknowledges that additional fees may be payable on any change of use approved by the Supplier.

3.2.4   the Customer may make backup copies of the Software for its lawful use. The Customer shall record the number and location of all copies of the Software and take steps to prevent unauthorised copying.

3.2.5   except as expressly stated in this clause 3, the Customer has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software in whole or in part except to the extent that any reduction of the Software to human readable form (whether by reverse engineering, decompilation or disassembly) is necessary for the purposes of integrating the operation of the Software with the operation of other software or systems used by the Customer, unless the Supplier is prepared to carry out such action at a reasonable commercial fee or has provided the information necessary to achieve such integration within a reasonable period, and the Customer shall request the Supplier to carry out such action or to provide such information [(and shall meet the Supplier's reasonable costs in providing that information)] before undertaking any such reduction.

3.3   The Customer may not use any such information provided by the Supplier or obtained by the Customer during any such reduction permitted under clause 3.2.5 to create any software whose expression is substantially similar to that of the Software nor use such information in any manner which would be restricted by any copyright subsisting in it.

3.4   The Customer shall not:

3.4.1   sub-license, assign or novate the benefit or burden of this licence in whole or in part;

3.4.2   allow the Software to become the subject of any charge, lien or encumbrance; and

3.4.3   deal in any other manner with any or all of its rights and obligations under this agreement,

without the prior written consent of the Supplier, such consent not to be unreasonably withheld or delayed.

3.5   The Supplier may at any time sub-license, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under this licence, provided it gives written notice to the Customer.

3.6   Each party confirms it is acting on its own behalf and not for the benefit of any other person.

3.7   Notwithstanding clause 6, a party assigning any or all of its rights under this agreement may disclose to a proposed assignee any information in its possession that relates to this agreement or its subject matter, the negotiations relating to it and the other party which is [reasonably] necessary to disclose for the purposes of the proposed assignment, provided that no disclosure pursuant to

this clause 3.7 shall be made until notice of the identity of the proposed assignee has been given to the other party.

3.8 The Customer shall:

   3.8.1 ensure that the number of persons using the Software does not exceed the number of Authorised Users in respect of which it has paid the applicable Fees at any given time;

   3.8.2 ensure that the Software is installed on designated equipment only;

   3.8.3 keep a complete and accurate record of the Customer's copying and disclosure of the Software and its Authorised Users, and produce such record to the Supplier on request from time to time;

   3.8.4 notify the Supplier as soon as it becomes aware of any unauthorised use of the Software by any person;

   3.8.5 pay, for broadening the scope of the licences granted under this licence to cover the unauthorised use, an amount equal to the fees which the Supplier would have levied (in accordance with its normal commercial terms then current) had it licensed any such unauthorised use on the date when such use commenced together with interest at the rate provided for in clause 5.3, from such date to the date of payment.

3.9 The Customer may, from time to time during the Term, pay further Fees to increase the number of Authorised Users.

3.10 In such an event, the Customer shall notify the Supplier in writing. The Supplier shall evaluate such request and respond to the Customer with approval or rejection of the request. Where the Supplier approves the request, the Supplier shall notify the Customer of the additional Fees, which shall be paid in advance of the additional Authorised Users commencement of use of the Software.

3.11 If such additional Fees become payable part way through the Initial Term or any Renewal Period (as applicable), such fees shall be pro-rated from the commencement of use date by the Additional Users for the remainder of the Initial Term or then current Renewal Period (as applicable).

4. Maintenance releases

4.1 The Supplier will provide the Customer with all Maintenance Releases generally made available to its customers. The Supplier warrants that no Maintenance Release will adversely affect the then existing facilities or functions of the Software. The Customer shall install all Maintenance Releases as soon as reasonably practicable after receipt.

5. Fees

5.1 The Customer shall pay to the Supplier the Fees in accordance with this clause.

5.2 All sums payable under this licence are exclusive of VAT or any relevant local sales taxes, for which the Customer shall be responsible.

5.3 If the Customer fails to make any payment due to the Supplier under this agreement by the due date for payment, then, without limiting the Supplier's remedies under clause 12, the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Barclays Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of

the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

5.4 The Supplier shall be entitled to increase the Fees at the start of each Renewal Period upon 90 days' prior notice to the Customer.

6. Data collection

6.1 The Customer acknowledges and agrees that anonymised usage statistics may be collected and sent to the Supplier for the purpose of licence enforcement, usage tracking and for the purpose of optimising and improving the Software. This does not include the collection of any personal data or data stored on the hardware on which the Software is installed and operated.

7. Confidentiality and publicity

7.1 Each party shall, during the term of this licence 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.

7.2 No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (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.

8. Export

8.1 Neither party shall export, directly or indirectly, any technical data acquired from the other party under this agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations (**"Export Control Laws"**), including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval.

8.2 Each party undertakes:

8.2.1 contractually to oblige any third party to whom it discloses or transfers any such data or products to make an undertaking to it in similar terms to the one set out above; and

8.2.2 if requested, to provide the other party with any reasonable assistance, at the reasonable cost of the other party, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

9. Supplier's warranties

9.1 The Supplier warrants that the Software will conform in all material respects to the Specification for a period of 90 days from the date of this licence (**"Warranty Period"**). If, within the Warranty Period, the Customer notifies the Supplier in writing of any defect or fault in the Software in consequence of which it fails to conform in all material respects to the Specification, and such defect or fault does not result from the Customer, or anyone acting with the authority of the Customer, having amended the Software or used it outside the terms of this licence for a purpose or in a context other than the purpose or context for which it was designed or in combination with any other software not provided by the Supplier, or it has not been loaded onto Supplier-specified or suitably configured equipment, the Supplier shall, at the Supplier's option, do one of the following:

9.1.1 repair the Software;

9.1.2 replace the Software; or

9.1.3 terminate this licence immediately by notice in writing to the Customer and refund any of the Fee paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the Software to the date of termination) on return of the Software and all copies thereof,

provided the Customer provides all the information that may be necessary to assist the Supplier in resolving the defect or fault, including a documented example of any defect or fault, or sufficient information to enable the Supplier to re-create the defect or fault.

9.2 The Supplier does not warrant that the use of the Software will be uninterrupted or error-free.

9.3 The Customer accepts responsibility for the selection of the Software to achieve its intended results and acknowledges that the Software has not been developed to meet the individual requirements of the Customer.

9.4 The Customer acknowledges that any Open-Source Software provided by the Supplier is provided "as is" and expressly subject to the disclaimer in clause 9.5.

9.5 All other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this licence or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

10. Limits of liability

10.1 Except as expressly stated in clause 10.2:

10.1.1 the Supplier shall not in any circumstances have any liability for any losses or damages which may be suffered by the Customer (or any person claiming under or through the Customer), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:

(a) special damage even if the Supplier was aware of the circumstances in which such special damage could arise;

(b) loss of profits;

(c) loss of anticipated savings;

(d) loss of business opportunity;

(e) loss of goodwill;

(f) loss or corruption of data,

provided that this clause 10.1.1 shall not prevent claims for loss of or damage to the Customer's tangible property that fall within the terms of clause 10.1.2 or any other claims for direct financial loss that are not excluded by any of categories (a) to (f) inclusive of this clause 10.1.1;

10.1.2 the total liability of the Supplier, whether in contract, tort (including negligence) or otherwise and whether in connection with this licence or any collateral contract, shall in no circumstances exceed a sum equal to the Fee; and

10.1.3 the Customer agrees that, in entering into this licence, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this licence or (if it did rely on any representations, whether written or oral, not expressly set out in this licence) that it shall have no remedy in respect of such representations and (in either case) the Supplier shall have no liability in any circumstances otherwise than in accordance with the express terms of this licence.

10.2 The exclusions in clause 9.5 and clause 10.1 shall apply to the fullest extent permissible at law, but the Supplier does not exclude liability for:

10.2.1 death or personal injury caused by the negligence of the Supplier, its officers, employees, contractors or agents;

10.2.2 fraud or fraudulent misrepresentation;

10.2.3 breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

10.2.4 any other liability which may not be excluded by law.

10.3 All dates supplied by the Supplier for the delivery of the Software shall be treated as approximate only. The Supplier shall not in any circumstances be liable for any loss or damage arising from any delay in delivery beyond such approximate dates.

11. Intellectual property rights

11.1 The Customer acknowledges that all Intellectual Property Rights in the Software and any Maintenance Releases belong and shall belong to the Supplier, and the Customer shall have no rights in or to the Software other than the right to use it in accordance with the terms of this licence.

11.2 The Supplier undertakes at its own expense to defend the Customer or, at its option, settle any claim or action brought against the Customer alleging that the possession or use of the Software (or any part thereof) in accordance with the terms of this licence infringes the UK Intellectual Property Rights of a third party (**"Claim"**) and shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against the Customer as a result of or in connection with any such Claim. For the avoidance of doubt, clause 11.2 shall not apply where the

Claim in question is attributable to possession or use of the Software (or any part thereof) by the Customer other than in accordance with the terms of this licence, use of the Software in combination with any hardware or software not supplied or specified by the Supplier if the infringement would have been avoided by the use of the Software not so combined, or use of a non-current release of the Software.

11.3   If any third party makes a Claim, or notifies an intention to make a Claim against the Customer, the Supplier's obligations under clause 11.2 are conditional on the Customer:

11.3.1   as soon as reasonably practicable, giving written notice of the Claim to the Supplier, specifying the nature of the Claim in reasonable detail;

11.3.2   not making any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Supplier (such consent not to be unreasonably conditioned, withheld or delayed);

11.3.3   giving the Supplier and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Customer, so as to enable the Supplier and its professional advisers to examine them and to take copies (at the Supplier's expense) for the purpose of assessing the Claim; and

11.3.4   subject to the Supplier providing security to the Customer to the Customer's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, taking such action as the Supplier may reasonably request to avoid, dispute, compromise or defend the Claim.

11.4   If any Claim is made, or in the Supplier's reasonable opinion is likely to be made, against the Customer, the Supplier may at its sole option and expense:

11.4.1   procure for the Customer the right to continue to use the Software (or any part thereof) in accordance with the terms of this licence;

11.4.2   modify the Software so that it ceases to be infringing;

11.4.3   replace the Software with non-infringing software; or

11.4.4   terminate this licence immediately by notice in writing to the Customer and refund any of the Fee paid by the Customer as at the date of termination (less a reasonable sum in respect of the Customer's use of the Software to the date of termination) on return of the Software and all copies thereof,

provided that if the Supplier modifies or replaces the Software, the modified or replacement Software must comply with the warranties contained in clause 9.1 and the Customer shall have the same rights in respect thereof as it would have had under those clauses had the references to the date of this licence been references to the date on which such modification or replacement was made.

11.5   This clause 11 constitutes the Customer's exclusive remedy and the Supplier's only liability in respect of Claims and, for the avoidance of doubt, is subject to clause 10.1.

12. Term and Termination

12.1 This agreement shall, unless otherwise terminated as provided in this clause 12, commence on the Commencement Date and shall continue for the Initial Term and, thereafter, this agreement shall be automatically renewed for successive Renewal Periods, unless:

12.1.1 either party notifies the other party of termination, in writing, at least 14 days before the end of the Initial Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Term or Renewal Period; or

12.1.2 otherwise terminated in accordance with the provisions of this agreement;

and the Initial Term together with any subsequent Renewal Periods shall constitute the **"Term"**.

12.2 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

12.2.1 the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;

12.2.2 the other party commits a material breach of any other term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

12.2.3 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

12.2.4 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

12.2.5 the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;

12.2.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

12.2.7 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);

12.2.8 the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;

12.2.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

12.2.10 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

12.2.11 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.2.3 to clause 12.2.10 (inclusive);

12.2.12 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

12.2.13 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy; or

12.2.14 there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).

12.3 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

12.4 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

12.5 On termination for any reason:

12.5.1 all rights granted to the Customer under this licence shall cease;

12.5.2 the Customer shall cease all activities authorised by this licence;

12.5.3 the Customer shall immediately pay to the Supplier any sums due to the Supplier under this licence; and

12.5.4 the Customer shall immediately destroy or return to the Supplier (at the Supplier's option) all copies of the Software then in its possession, custody or control and, in the case of destruction, certify to the Supplier that it has done so.

12.6 Any provision of this agreement which expressly or by implication is intended to come into or continue in force on or after termination of this agreement shall remain in full force and effect.

13. Waiver

13.1 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

14. Remedies

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

15. Entire agreement

15.1   This licence, the schedules and the documents annexed as appendices to this licence or otherwise referred to herein contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.

15.2   Each party acknowledges that, in entering into this licence, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this licence or not) (**"Representation"**) other than as expressly set out in this licence.

15.3   Each party agrees that the only rights and remedies available to it arising out of or in connection with a Representation shall be for breach of contract.

15.4   Nothing in this clause shall limit or exclude any liability for fraud.

16. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17. Severance

17.1   If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

17.2   If any provision or part-provision of this agreement is deemed deleted under clause 17.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

18. Counterparts

18.1   This agreement may be executed in any number of counterparts, each of which when executed [and delivered] shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

19. Third-party rights

A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

20. No partnership or agency

20.1   Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

20.2   Each party confirms it is acting on its own behalf and not for the benefit of any other person.

21. Force majeure

21.1   Neither party shall be in breach of this agreement nor liable for 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 affected party shall be entitled to a reasonable extension of the time for performing such obligations.

22. Notices

22.1   Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:

22.1.1   delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

22.1.2   sent by email to the address as notified by one party to the other from time to time.

22.2   Any notice or communication shall be deemed to have been received:

22.2.1   if delivered by hand, at the time the notice is left at the proper address;

22.2.2   if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

22.2.3   if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

22.3   This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

23. Governing law and jurisdiction

23.1   This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

23.2   The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule 1– Software

- The Licensed Software consists of the Software including any Updates and application program interfaces) known as **PyXLL**, in Object Code form (including as such Software may be supplied, updated, extended, upgraded, fixed, patched, improved, replaced, modified and/or enhanced from time to time. The Licensed Software provides a **Python based Excel add-in**. The Licensed Software runs on **Microsoft Excel for Windows**.

- The Licensed Software includes all Software programs (in Object Code form and regardless of product name) and related Documentation that are created, developed, obtained or otherwise owned by, licensed to, or held for use by Licensor or its Affiliates during the Term and are related to or include, in whole or in part, any module, features, capabilities or functionality included in the Licensed Software, including all Updates, new versions, fixes, patches, work-arounds, upgrades, improvements, replacements, modifications and enhancements of any of the foregoing.

Schedule 2- Specification

- The software operates as documented in the online User Guide
https://www.pyxll.com/docs/userguide/index.html

- The Minimum Requirements for the Software to operate are as follows:

    o Microsoft Windows XP (Windows 10 is recommended).

    o Microsoft Excel for Windows 2003 (Office 365 is recommended).

    o A working CPython 2.3 interpreter and runtime environment (CPython 3.9 is
    recommended).

- The Minimum Requirements may be subject to change in New Versions of the Software. Any such changes shall be noted in the Software changelog https://www.pyxll.com/changelog.html.

- Some features are not available if using the minimum required versions rather than the recommended versions. Where features are only available with additional requirements they are documented accordingly in the User Guide.

- The User Guide is always for the most recent version of the Software. Documentation for prior versions may be made available on request