END-USER LICENSE AGREEMENT (EULA)

This EULA, governs the supply of software and services from Panaseer to the End-User. It is essential that the End-User reads and understands the content of this EULA before submitting the EULA Acceptance Form and agreeing to be bound by this EULA.

1.   **Definitions and Interpretation**

1.1   In this EULA the following terms have the following meanings:

"**AI Functionality**" means any feature or component of the Licensed Software that uses machine learning, natural language processing, or other forms of artificial intelligence to generate or predict outputs, insights, or recommendations;

"**AI Output**" means any content, analysis, or recommendation generated by AI Functionality within the Licensed Software;

"**Anonymized Security Data**" means Security Data where all information that identifies a Customer, their assets or users has been anonymized. This data may include generic qualifiers regarding the Customer's industry and/or size;

"**Applicable Law**" means any law, statute, statutory instrument, bylaw, order of a court of competent jurisdiction and any legal requirement of any regulatory, fiscal or governmental body to which the relevant party is subject, in all cases to the extent in force from time to time and which applies to the relevant party in undertaking any relevant activity pursuant to or in connection with this EULA or the Subscription Contract;

"**Confidential Information**" means all trade secret, confidential or proprietary information of Panaseer and End-User including information concerning its products, services, suppliers, business accounts, financial or contractual arrangements or other dealings, computer systems, test data, software, source and object code, technical information, business methods and development plans, contained in any format, whether or not communicated orally and whether or not marked "confidential", including the End-User Materials and the Licensed Materials;

"**End-User**" means the End-User as set out in the applicable EULA Acceptance Form;

"**End-User Dependencies**" means the obligations of the End-User in Clause 4.1 and any Order;

"**End-User Materials**" means all documents, data, instructions and other materials and information (excluding any Feedback, Software Usage Data and Anonymized Security Data) made available to Panaseer by or on behalf of the End-User to enable provision of the Licensed Software;

"**Data Processing Terms**" means the terms set out at Clause 8;

"**Data Protection Legislation**" means the provisions of any law applicable to the protection of personal data in effect from time to time, and in each case to the extent it applies to each party, as may be amended or superseded from time to time;

"**Decommissioning and Exit Services**" means such assistance, which in Panaseer's reasonable opinion, is reasonably necessary to transfer the End-User Materials held by Panaseer to the End-User or (where agreed) a replacement supplier appointed by the End-User via the Reseller;

"**Effective Date**" means the date on which the last party signs the first Order under a Subscription Contract;

"**EULA Acceptance Form**" means the EULA Acceptance Form in Panaseer standard form under which the End-User agrees to comply with the terms of this EULA;

"**Feedback**" means feedback, suggestions, ideas, enhancement requests, recommendations or other information that the End-User provides to Panaseer and which relates to the Licensed Software;

"**Force Majeure Event**" means any cause beyond the reasonable control of the affected party, including any act of God, act of terrorism, governmental act, war, fire, flood, explosion or civil commotion, industrial action (excluding internal industrial action), failure in telecommunications services, or unauthorized interference with either party's systems or services via the internet;

"**Initial Licence Period**" means the licence period specified in an Order;

"**IPR**" means all copyright and related rights, database rights, trade marks, service marks, trade, business and domain names, rights in trade dress, getup, goodwill or to sue for passing off, rights in designs, patents or confidential information (including know-how and trade secrets) and any other intellectual property rights, registered or unregistered, in any part of the world;

"**Licence Fees**" means the licence fees agreed between the End-User and Reseller in respect of the End-User's licence of the Licensed Software;

"**Licence Limits**" means the limits on the End-User's licence to use the Licensed Software (whether in terms of device numbers, maximum number of users and/or data volumes) as specified in the relevant Order;

"**Licence Period**" means the period(s) of time during which the Licensed Materials are licensed to the End-User under an Order, each beginning on the relevant Order Effective Date and continuing for the Initial Licence Period, plus any Renewal Period;

"**Licensed Materials**" means all user guides, training materials, specifications and other documents provided by Panaseer to the End-User in respect of the Licensed Software;

"**Licensed Software**" means the software modules specified in the relevant Order;

"**Order**" means a written order between Reseller and End-User, detailing the Licensed Software;

"**Order Effective Date**" means the date set out in the relevant Order;

"**Panaseer**" means Panaseer Inc. a company registered in Delaware with its office at 167 Madison Avenue, Suite 205, #1021, New York, NY 10016;

"**Permitted Purpose**" means the End-User's internal business purposes (which shall not include allowing the use of the Licensed Software by, or for the benefit of, any person other than an employee of the End-User), subject to the Licence Limits;

"**Renewal Period**" means the period described in Clause 13.1;

"**Reseller**" means the Panaseer authorised reseller from which the End-User obtains its Subscription Contract;

"**Security Data**" means security data ingested into the Licensed Software or insights derived from that data;

"**Software Usage Data**" means non-personally identifiable usage information that is automatically collected and reported by the Licensed Software about how the Licensed Software is used by the End-User;

"**Specification**" means the document attached to or described as such in the relevant Order setting out the facilities and functions of the Licensed Software;

"**Subscription Contract**" a contract with the Reseller which entitles the End-User to use the Licensed Software under the terms of this EULA;

"**Subscription Contract Effective Date**" means the date specified in the Order;

"**Subscription Contract Period**" means the period(s) of time during which the Licensed Materials are licensed to the End-User, beginning on the first Order Effective Date and continuing until termination of the final Order;

"**Subscription Contract Year**" means each period of twelve consecutive months commencing on the Subscription Contract Effective Date or any anniversary of that date.

2. Agreement Of Orders

2.1 The End-User may from time to time request the supply of Licensed Software. No Licensed Software shall be provided until the End-User has taken out a Subscription Contract through a Reseller by placing an Order and completed a EULA Acceptance Form.

2.2 The End-User may from time to time request the supply of certain professional or other services. No such services shall be provided until the End-User has placed an order for such services through the Re-Seller.

3. Ownership Rights: Use of the Licensed Software and Licensed Materials

3.1 All IPR in the Licensed Software and the Licensed Materials and any derivative works to any of the foregoing (excluding any part that is comprised of End-User Materials in the form received from the End-User) shall at all times remain vested in Panaseer (or its third party licensors) and the End-User shall acquire no rights in them save as expressly provided in this EULA and the relevant Order.

3.2 In consideration of the End-User paying the Licence Fees to Panaseer, Panaseer grants the End-User a non-exclusive, non-transferable and non-sublicensable licence to use:

(a) the Licensed Software during the Licence Period for the Permitted Purpose; and

(b) the Licensed Materials during the Licence Period for the Permitted Purposes.

3.3 The End-User shall not use the Licensed Software and the Licensed Materials, or allow the Licensed Software and the Licensed Materials to be used, other than for the purposes and in the manner expressly permitted in the relevant Order and this EULA.

3.4 The Licensed Software and the Licensed Materials may only be used for the sole benefit of the End-User and the End-User shall not sell, transfer, distribute or otherwise make the Licensed Software and the Licensed Materials available to, or use the Licensed Materials on behalf of, any third party. End-User will not analyze, decompile or reverse engineer the whole or any part of the Licensed Software, or allow or cause a third party to do so.

3.5   The End-User acknowledges and agrees that if the End-User (including any employee of the End-User) exceeds the Licence Limit, Panaseer shall be entitled to charge additional licence fees in accordance with Clause 11.4 of this EULA.

3.6   Each party shall use reasonable endeavours to ensure that it does not import any virus or other malicious code into the other's computer systems.

4.   End-User Obligations and Restrictions

4.1   The End-User shall:

(a)   provide such assistance and co-operation as may be reasonably requested by Panaseer to enable Panaseer to provide the Licensed Software in accordance with the Subscription Contract, including by providing Panaseer's personnel with access to, and use of, the End-User's relevant data, documentation, information and advice; and

(b)   notify Panaseer immediately upon becoming aware of any use of the Licensed Software or the Licensed Materials which is in breach of the terms of the Subscription Contract.

5.   End-User Materials

5.1   All IPR in the End-User Materials (in the form received from the End-User) shall at all times remain vested in the End-User (or its third party licensors) and Panaseer shall acquire no rights in it save as expressly provided in the relevant Order.

5.2   The End-User grants Panaseer a non-exclusive, non-transferable licence to:

(a)   use and copy the End-User Materials for the performance of the Licensed Software and to incorporate the same into the Licensed Materials only; and

(b)   use the End-User's name and logo to market the End-User as an End-User.

5.3   Where Panaseer requests any feedback from the End-User regarding the Licensed Software, the End-User agrees that Panaseer may freely use, exploit and make available any and all Feedback without obligation to the End-User, and the End-User irrevocably assigns all rights, title, and interest in that Feedback to Panaseer.

5.4   The End-User warrants that:

(a)   it has the right to license the End-User Materials to Panaseer in accordance with Clause 5.1; and

(b)   use of the End-User Materials pursuant to and in accordance with the relevant Order will not infringe the IPR of any third party.

5.5   Where any End-User Materials are to be published, distributed or displayed by Panaseer in the course of the Licensed Materials the End-User warrants that such End-User Materials will not:

(a)   result in any breach of Applicable Law in any way;

(b)   contain any material which is pornographic, obscene, offensive, racist, abusive, harassing, bigoted, violent, criminal, discriminatory, libellous, defamatory, unlawful or illegal; and

(c)   infringe the IPR of any third party,

and the End-User acknowledges that Panaseer is not responsible for determining whether or not any End-User Materials might result in a breach of this Clause 5.5 but may refuse to publish, distribute or display any End-User Materials where it reasonably suspects that such a breach might otherwise occur.

6.   Confidentiality

6.1   Subject to Clause 6.2, each party shall in respect of the other's Confidential Information:

(a)   keep it in strictest confidence and not make it available to any third party except as expressly authorized herein using the same standard of care that it uses with its own Confidential Information of a similar nature but with no less than reasonable care;

(b)   only use it to perform the obligations under this EULA and ensure that only those of its employees, contractors, advisors or agents who need to know have access to it; and

(c)   ensure that any such employees and representatives are aware of and agree in writing to its confidential nature before they are allowed access to it.

6.2   Clause 6.1 does not apply to Confidential Information to the extent that:

(a)   it is in the public domain otherwise than by breach of this EULA;

(b)   it was lawfully in the receiving party's possession or known to it by being in its use or being recorded in its files or computers or other recording media before receipt from the disclosing party, or has been lawfully developed by or for the receiving party independently of any Confidential Information disclosed to it by the disclosing party;

(c)   it is disclosed to the receiving party by a third party on a non-confidential basis and is not, subject to any restriction as to its use or disclosure imposed by or on that third party at the time of disclosure;

(d)   the receiving party is obliged to disclose it by Applicable Law, by any court of competent jurisdiction or any regulatory body, provided that (to the extent permitted by Applicable Law) it gives the disclosing party reasonable notice of such disclosure and the reasons for it; or

(e)   in order to provide the Licensed Software, Panaseer is required to disclose the Confidential Information to its subcontractors or infrastructure providers who are subject to similar obligations of confidentiality.

7.   Software Usage and Security Data

7.1   Panaseer may collect and use Software Usage Data for the following purposes:

(a)   product improvement (in particular, product features and functionality, workflows and user interfaces) and development of new Panaseer products and services (including machine learning technologies);

(b)   improving resource allocation and support;

(c)   internal demand planning;

(d)   improving product performance; and

(e)   any other legitimate interest purpose which Panaseer may reasonably deem necessary.

7.2   Panaseer may collect and use Anonymized Security Data to offer enhanced insights for the Customer in the following ways:

(a)   product improvement (in particular, product features and functionality, workflows and user interfaces) and development of new Panaseer products and services (including training artificial intelligence technologies in accordance with clause 9);

(b)   identification of anonymized industry trends and developments, creation of indices and anonymous benchmarking;

(c)   any other legitimate interest purpose which Panaseer may reasonably deem necessary.

7.3   Anonymized industry trends, indices and anonymous benchmarks created from aggregated Anonymized Security Data shall not be shared with third parties in a manner attributable to the Customer or any individual.

8.   Personal Data

8.1   **Compliance with Data Protection Legislation:** Each party shall comply with its obligations under the Data Protection Legislation in relation to any personal data processed in connection with any Order and its respective obligations under this EULA.

8.2   **Additional definitions:** Where used in this Clause 8, the expressions **process**, **personal data**, **controller**, **processor** and **data subject** will have their respective meanings given in Data Protection Legislation.

8.3   **Types of personal data processed:** The types of personal data that Panaseer expects to process on the End-User's behalf in connection with the End-User's use of the Software are names, addresses and business email addresses.

8.4   **Data Processing Agreement:** The parties acknowledge and agree that the provision and use of the Software and the provision of the Professional Services including, without limitation, any information transmitted or stored by Panaseer is governed by the Global Data Processing Agreement found here https://panaseer.com/resources/trust-center#global-dpa and incorporated as part of this EULA.

9.   Artificial Intelligence

9.1 Use of AI Functionality.
The Licensed Software may include predictive and generative artificial intelligence ("AI") features designed to assist users in data analysis, investigation, reporting, and other functions described in the Specification. All AI-generated content will be clearly identified within the Licensed Software.

9.2 Customer Control.
Customers may disable or opt out of AI Functionality on a feature-by-feature basis within the Licensed Software where technically supported. Disabling AI Functionality may affect performance or reduce available insights.

9.3 Data Handling and Model Training.
(a) Panaseer does not use Customer Materials, Security Data, or personal data to train AI models that are used outside the Customer's own environment or that are made available to other customers.
(b) AI functionalities do not use Customer Materials, Security Data, or personal data, for cross-customer model training.
(c) Panaseer may use Anonymized Security Data and Software Usage Data for internal product improvement and model optimisation in accordance with Clause 8.

9.4 Third-Party AI Systems.
AI functionalities operate within Panaseer's existing data processing framework and do not introduce new sub-processors unless notified under the Data Processing Agreement. Any external AI technology used by Panaseer is subject to equivalent contractual, security, and privacy safeguards.

9.5 Regulatory Compliance and Risk Classification.
Panaseer assesses each AI functionality against applicable laws and regulatory frameworks, including the EU Artificial Intelligence Act and equivalent U.S. guidance, and confirms that no functionality is classified as "high risk" or prohibited. Panaseer shall maintain appropriate technical, security, and governance controls consistent with its published AI Principles.

9.6 Transparency and Explainability.
Panaseer shall provide clear documentation and labelling for AI functionalities, including the purpose, expected outputs, and limitations of each AI feature, and will make available details of its responsible AI governance framework through the Trust Center.

9.7 Customer Responsibilities.
The Customer remains responsible for reviewing and validating any AI Output and for determining how to act upon it. Panaseer does not warrant that AI Output is accurate, complete or free from error or bias.

9.8 No Reliance or Warranty.
AI Functionality and all AI Output are provided "as is" for analytical support only. Panaseer disclaims all liability for any decisions or outcomes based on AI Output, except to the extent caused by a breach of this Agreement or Applicable Law.

10.   Compliance with Laws

Panaseer and End-User shall at all times comply with all Applicable Laws in respect of the subject matter of this EULA and any Order.

Each Party shall comply with all Applicable Laws relating to the development, deployment, and use of artificial intelligence systems, including (where applicable) the EU Artificial Intelligence Act and equivalent national legislation.

11.   Liability

11.1   Notwithstanding any other term of the Subscription Contract, neither party limits or excludes its liability for:

(a)   fraud or fraudulent misrepresentation;

(b)   death or personal injury arising from its negligence; or

(c)   any other liability which may not be limited or excluded under Applicable Law.

11.2   Panaseer gives no warranties and makes no representations as to the accuracy, completeness or availability of the Licensed Software or the Licensed Materials and does not warrant or represent that the Licensed Software or the Licensed Materials will be entirely error free.

11.3   Panaseer gives no warranties and makes no representations as to the suitability of the Licensed Software or the Licensed Material for any particular purpose (including the End-User's own compliance with Applicable Law). The End-User is responsible for satisfying itself that the Licensed Software and the Licensed Materials are suitable for any use to which it wishes to put them.

11.4 NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SUBSCRIPTION CONTRACT OR ITS SUBJECT MATTER, EVEN IF IT HAD NOTICE OF THE POSSIBILITY OF SUCH LOSS.

11.5 SUBJECT TO CLAUSE 11.1, PANASEER SHALL NOT BE LIABLE FOR:

(a) ANY LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF REPUTATION, LOSS OF GOODWILL, BUSINESS INTERRUPTION, INCREASE IN BAD DEBT OR ANY LOSS INCURRED BY ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THE SUBSCRIPTION CONTRACT OR ITS SUBJECT MATTER EVEN IF IT HAD NOTICE OF THE POSSIBILITY OF SUCH LOSS; OR

(b) ANY DEFECTS IN THE LICENSED SOFTWARE OR THE LICENSED MATERIALS WHICH ARE ATTRIBUTABLE TO DEFECTS IN ANY END-USER MATERIALS.

11.6 Subject to Clauses 11.1 and 11.7, Panaseer's entire aggregate liability for all Claims arising out of or in connection with this EULA and use of the Licensed Software by the End-User shall not exceed an amount equal to the lesser of $100,000 or 100% of the annualised License Fees paid and payable by the End-User to Reseller under the Order for the Licensed Software.

11.7 Subject to Clauses 10.1, 10.5 and 10.6, Panaseer's entire aggregate liability for all Claims arising out of or in connection with this EULA and use of the Licensed Software by the End-User for a breach of Clause 6 (Confidentiality) and Clause 7.1 (Personal Data) collectively shall not exceed an amount equal to the lesser of $500,000 or 200% of the annualised License Fees paid and payable by the End-User to Reseller under the Order for the Licensed Software.

11.8 Nothing in this Agreement shall entitle either party to recover more than once for the same loss. If a Claim or series of Claims were to give rise to liability under the cap in Clause 11.6 and the cap in Clause 11.7, the End-User must elect which of the caps it is bringing the Claim or series of Claims under.

11.9 SUBJECT TO CLAUSE 11.1, AND EXCEPT AS EXPRESSLY PROVIDED IN THE EULA, ALL CONDITIONS AND WARRANTIES OR TERMS OF EQUIVALENT EFFECT WHETHER EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE) ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

12. Payment and Fees

12.1 The End-User shall pay the License Fees to the Reseller in accordance with the Order.

12.2 If the End-User wishes to license additional channels or modules in respect of the Licensed Software, Reseller will charge the End-User an additional licence fee.

12.3 Without prejudice to any other right or remedy that Panaseer may have, where the Reseller fails to pay any amount due to the Panaseer, Panaseer may suspend End-User's access to part or all of the Licensed Software until payment has been made in full.

13. Term

13.1 This EULA shall commence on the first Order Effective Date and shall continue for the Subscription Contract Period as agreed between in End-User and the Reseller in an Order. This EULA shall apply for the duration of the Subscription Contract, including any extensions or renewals of it.

14. Termination

14.1 Panaseer shall be entitled to immediately withdraw the End-User's right to access the Licensed Software if:

(a)   the Reseller notifies it that the End-User's Subscription Contract has terminated;

(b)   the Reseller otherwise requests that Panaseer withdraws the End-User's right to access the Licensed Software;

(c)   the Reseller's status as an authorised reseller ends for any reason;

(d)   the Reseller's right to make the Licensed Software available to the End-User otherwise ceases for any reason;

(e)   the End-User commits an irremediable breach this EULA, persistently commits remediable breaches or commits any remediable breach and fails to remedy it within 30 days of receipt of notice of the breach requiring remedy of the same;

(f)   the End-User makes an arrangement with or enters into a compromise with its creditors, becomes the subject of a voluntary arrangement, receivership, administration, liquidation or winding up, is unable to pay its debts or otherwise becomes insolvent or suffers or is the subject of any distraint, execution, event of insolvency or event of bankruptcy or any other similar process or event.

15.   Consequences of Termination or Expiry

15.1   Subject to Clause 15.4 and Clause 16, upon termination or expiry of an Order, all licences granted under that Order shall terminate automatically.

15.2   Subject to Clause 15.4 and Clause 15, on termination or expiry of an Order or any licences under it the End-User shall, at the End-User's cost:

(a)   promptly destroy, delete, or return to Panaseer the relevant Licensed Software (where possible, it being acknowledged that this may not apply in a software as a service context) and Licensed Materials (and all copies thereof) which remain in the possession or control of the End-User in respect of that Order; and

(b)   if requested, provide Panaseer with written confirmation, signed by a duly authorized person, that this Clause 15.2 has been complied with.

15.3   Subject to Clause 15.4 and Clause 15, on termination or expiry of an Order, Panaseer shall:

(a)   promptly upon request destroy or delete any End-User Materials (and all copies thereof) which remain in the possession or control of Panaseer in respect of that Order; and

(b)   if requested, provide the End-User with written confirmation, signed by a duly authorized person, that Clause 15.3(a) has been complied with.

15.4   Each party acknowledges that the other may have a standard data archiving policy which includes the creation and retention of backup copies of data and other information ("**Retained Data**") held on archive computer systems for legal, regulatory, compliance, IT restoration and disaster recovery purposes ("**Retention Purposes**"). Clauses 15.2 and 15.3 shall not apply to Retained Data held on such archive computer systems but such Retained Data may only be used for the Retention Purposes and provided each party (as applicable) complies with Clause 6 and Applicable Laws in respect of the Retained Data.

15.5   Termination or expiry of the Subscription Contract (in whole or in part) does not affect any accrued rights or remedies of either party.

15.6 Any terms of the Subscription Contract which are expressly or impliedly intended to have effect at or after termination will continue to apply notwithstanding termination or expiry.

16. Decommissioning and Exit Services

16.1 Promptly following the Reseller's written notification to Panaseer that the End-User desires an Order to expire at the end of the Initial Licence Period, or at the end of any Renewal Period, the Parties shall promptly, and acting reasonably, seek to agree the scope and duration of the Decommissioning and Exit Services, together with an exit plan setting out the roles, responsibilities, and activities of each party in connection with the Decommissioning and Exit Services. Each party shall perform its allocated activities under the agreed exit plan.

16.2 In addition to payment of Licence Fees, End-User shall pay fees to Reseller on a time and materials basis for the Decommissioning and Exit Services at the prevailing rates at that time.

17. Insurance

Panaseer shall have in place commercial insurance appropriate and commensurate with the risks generated by its operations from the Effective Date and shall maintain such appropriate insurance until the Subscription Terms are terminated by either party pursuant to Clause 14 of this EULA.

18. Miscellaneous

18.1 Assignment And Subcontracting

(a) Panaseer may assign any or all of its rights under this EULA and/or any Order without the prior written consent of the End-User.

(b) The End-User shall not assign, transfer, charge or deal in any other manner with any or all of its rights or obligations under this EULA and/or any Order without the prior written consent of Panaseer (such consent not to be unreasonably withheld or delayed).

(c) Subject to the Data Processing Terms, Panaseer is entitled to subcontract the performance of any of its obligations under this EULA and/or any Order but shall remain liable for its obligations under this EULA and/or any Order to the same extent as if it had carried out the obligations itself.

18.2 Force Majeure

(a) Neither party shall be liable to the other for any delay or non-performance of its obligations under this EULA and/or any Order (except for its obligation to make payment) arising from any Force Majeure Event.

(b) The party affected by the Force Majeure Event shall use reasonable endeavours to mitigate the effect of the Force Majeure Event and to recommence performance of its obligations under this EULA and/or the relevant Order as soon as is reasonably practicable.

(c) If the affected party is unable to perform its obligations under the relevant Order by reason of the Force Majeure Event for more than four weeks, the unaffected party may terminate the relevant Order immediately by serving notice on the other and neither party shall be liable to the other by reason of such termination.

18.3 Waiver

Failure or delay by either party to exercise or enforce any available rights or remedies under this EULA or at law, or any single or partial exercise of any such rights or remedies, is not a waiver or exhaustion of those rights or remedies and shall not prevent or restrict their further exercise.

18.4   Third Party Rights

The Parties do not intend to confer any rights on any third parties by virtue of this EULA and any person which is not a party to this EULA shall have no right to enforce any of its terms.

18.5   Severance

If any provision or part provision of this EULA is illegal or unenforceable such provision or part provisions shall be modified to the minimum extent necessary to give effect to the commercial intention of the Parties in order to make such provision or part provision valid, lawful or enforceable (as applicable), but without affecting the validity or enforceability of the remaining provisions or part provisions.

18.6   No Partnership, No Agency

Nothing in this EULA constitutes a partnership between the parties to it. Neither party is deemed to be the agent of the other for any purpose, and neither has the power or authority to bind the other or to contract in the name of the other, except as expressly set out in this EULA.

18.7   Entire Agreement

(a)   This EULA sets out the entire agreement between the Parties in relation to its subject matter and supersedes all previous written or oral agreements, representations, undertakings, warranties or arrangements between the Parties in relation to that subject matter.

(b)   Each party acknowledges and agrees that in entering into this EULA and signing the EULA Acceptance Form it has not relied on any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this EULA.

18.8   Notices

(a)   All notices, requests, consents and authorisations made pursuant to this EULA must be by post/hand or email. Those by post/hand must be sent to the recipient's registered office, chief trading address, or any other premises specified in the EULA Acceptance Form for this purpose or otherwise notified to the other party. Notices shall be delivered by hand or sent by pre-paid first class post or other next working day delivery service. Correctly addressed notices delivered by hand are deemed to have been received at the time the notice is left at the proper address. Correctly addressed notices sent by pre-paid first class post or other next working day delivery service are deemed to have been received on the recipient's second business day after posting. Those by email to Panaseer must be sent to legal@panaseer.com with "Formal Contract Notice" in the header and those by email to End-User must be sent to the email address as set out in the EULA Acceptance Form.

18.9   Governing Law and Jurisdiction

The formation, existence, construction, performance, validity and all other aspects of this EULA, any term of this EULA and any non-contractual obligation undertaken or incurred in connection with this EULA (including those arising out of pre-contractual dealings) will be construed and enforced in accordance with the internal laws and judicial decisions of the State of Delaware, excluding its conflict

of laws rules that would refer to and apply the substantive laws of another jurisdiction. To facilitate judicial resolution and save time and expense, the parties irrevocably and unconditionally agree not to demand a trial by jury in any action, proceeding or counterclaim arising out of or relating to this EULA