

BUILDPROJEX END USER LICENCE AGREEMENT TERMS AND CONDITIONS

PLEASE READ CAREFULLY BEFORE ACCESSING OR DOWNLOADING ANY SOFTWARE FROM THIS WEBSITE:

This licence agreement (**Licence**) is a legal agreement between you (**Licensee** or **you**) and House Builder XL Limited, a private company incorporated and registered in England and Wales under company number 03959121 having its registered office at Future Space, North Gate (UWE), Filton Road, Stoke Gifford, Bristol, BS34 8RB (**Licensor, us or we**) for:

- BuildProjex (as defined below), the cloud software application (or any part of it), the data supplied with the software, and the associated media; and
- the Documentation (as defined below).

We license use of BuildProjex and Documentation to you on the basis of this Licence. We do not sell BuildProjex or the Documentation to you. We remain the owners of BuildProjex and the Documentation at all times.

By signing up to BuildProjex, you confirm that you have read, understood, accept and agree to terms of this Licence which will bind you, your employees, agents, clients and third parties (such as home owners) who are directly involved in your specific building project (**Representative(s)**) and (if you are an individual) that you are at least 18 years old.

Please read the terms of this Licence carefully, including, in particular, limitations on liability in clause 10.

IF YOU DO NOT ACCEPT THE TERMS OF THIS LICENCE (OR, BEING AN INDIVIDUAL, YOU ARE NOT AT LEAST 18 YEARS OLD), YOU MUST NOT USE BUILDPROJEX.

PLEASE NOTE THAT BUILDPROJEX IS NOT PROVIDED AS, AND IS NOT INTENDED TO BE, A PRIMARY DOCUMENT STORAGE FACILITY OR BACK-UP SERVICE, AND YOU MUST NOT RELY ON IT AS SUCH. YOU ARE HIGHLY RECOMMENDED TO BACK-UP ALL INFORMATION, DOCUMENTS AND ANY OTHER ITEMS WHICH YOU UPLOAD ONTO BUILDPROJEX, AND WE ACCEPT NO LIABILITY FOR ANY LOSS OF OR DAMAGE TO ANY SUCH DOCUMENTS. PLEASE SEE THE LIMIT OF OUR LIABILITY IN CLAUSE 10, AND CLAUSE 13.4.

1. DEFINITIONS & INTERPETATION

1.1. In this Licence the following definitions and rules of interpretation shall apply:

Applicable Data Protection Laws: means:

- a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.
- b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which HBXL is subject, which relates to the protection of personal data.

BuildProjex: our cloud software application (including all versions and releases and any and all updates, patches, fixes, improvements and/or enhancements thereof) supplied to you under the name 'BuildProjex' in accordance with the terms of this Licence.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Claim(s): all liabilities, claims, actions and proceedings, losses, damages, expenses and costs (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and all other legal and other professional costs and expenses).

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures: as defined in the UK GDPR.

Customer: The person identified in the order form attached to the BuildProjex Subscription Terms and Conditions.

Customer Data: any and all data (including personal data, as defined in clause 6) inputted into BuildProjex by you or other users (including, but not limited to, plans, drawings, specifications, videos, photos, and any other information or documents).

Documentation: any documents or information in relation to BuildProjex made available to you by or on behalf of us.

EU GDPR: Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

Indemnify: indemnify and keep fully and effectively indemnified.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights in computer software, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications 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, including the right to sue for and recover damages for past infringements.

Subscription Terms & Conditions: our terms & conditions which govern paid subscriptions of BuildProjex, as may be varied from time to time.

Support Services: means the standard email, telephone and remote access support and updates provided by HBXL to the Licensee as part of the BuildProjex Services.

UK GDPR: has the meaning given to it in the Data Protection Act 2018

Your Default: any act or omission by you or failure by you to perform any relevant obligation under the terms of this Licence.

- 1.2. Where any statement is qualified by the expression **so far as you are aware**, that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.
- 1.3. References to **clauses** are to clauses of the terms in this Licence.
- 1.4. Unless the context indicates otherwise, where **you** comprises two or more persons, the liability of such persons under the terms in this Licence shall be joint and several and **you** shall refer to each and all of them.
- 1.5. 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.
- 1.6. Any obligation on a party not to do a thing shall include an obligation to not allow that thing to be done.

2. LICENCE

- 2.1. We hereby grant you a non-exclusive, non-transferable, royalty-free, revocable licence without the right to grant sub-licences to:
 - 2.1.1. access BuildProjex and the Documentation in accordance with our written instructions (if any) given from time to time;
 - 2.1.2. use BuildProjex with or without our other software applications in accordance with the terms in this Licence to plan, track, manage and share content relevant to your building project in relation to construction project for yourself or for your actual and prospective customers or employees, agents and sub-contractors during the ordinary course of your business.
- 2.2. You shall not, during the course of your use of BuildProjex:
 - 2.2.1. access, store, distribute or transmit any viruses or any material that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; promotes unlawful violence; is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or in a manner that is otherwise illegal or causes damage or injury to any person or property;
 - 2.2.2. without our prior written consent, use BuildProjex (whether with or without other software applications) in any manner inconsistent with the licence we grant to you under clause 2.1;
 - 2.2.3. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of BuildProjex nor permit BuildProjex or any part of it to be combined with, or become incorporated in, any other programs;

- 2.2.4. attempt to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of BuildProjex nor attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of BuildProjex with another software program, and provided that the information obtained by you during such activities:
 - (a) is used only for the purpose of achieving inter-operability of BuildProjex with another software program;
 - (b) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
 - (c) is not used to create any software which is substantially similar to BuildProjex;
- 2.2.5. without entering into a separate written agreement with us, use BuildProjex as the basis to establish or carry on a cloud-based platform for building projects as a separate commercial activity;
- 2.2.6. attempt to build a product or service which competes with BuildProjex;
- 2.2.7. use BuildProjex to provide services to any third party not involved or relevant to your specific building project, unless they are a Representative;
- 2.2.8. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make BuildProjex available to any third party except as permitted by clause 2.2.7;
- 2.2.9. attempt to obtain, or assist third parties in obtaining, access to BuildProjex unless they are involved or relevant to your specific project or unless they are a Representative;
- 2.2.10. provide or otherwise make available BuildProjex in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person other than your employees or Representatives without prior written consent from us;
- 2.3. You shall use best endeavours to:
 - 2.3.1. prevent any unauthorised access to, or use of, BuildProjex and promptly inform us if you become aware of any such unauthorised access or use;
 - 2.3.2. ensure that any Representatives comply with the terms of this Licence;
 - 2.3.3. supervise and control use of BuildProjex and ensure that BuildProjex is used by your employees and Representatives in accordance with the terms of this Licence; and
 - 2.3.4. comply with all applicable technology control or export laws and regulations.
- 2.4. We reserve the right without notice to you to suspend your access to BuildProjex and/or any of our other software applications if you commit any breach of the terms in this Licence or of any applicable law. If we suspend access to BuildProjex under this clause 2.4, we shall not have any liability to you for doing so and we shall not be liable to refund or waive any sums paid or owed to us by you.

3. YOUR OTHER OBLIGATIONS

- 3.1. You shall:
 - 3.1.1. promptly install any and all new versions, releases, patches, fixes, enhancements or modifications of BuildProjex made notified to you by us and comply with all our reasonable instructions in relation to the same;
 - 3.1.2. ensure BuildProjex is only used by your employees, Representatives or other professionals working within in the building industry and home designers; and
 - 3.1.3. provide all information, follow all instructions and do all things required (including without limitation through dialogue boxes) to enable content to be shared, tracked and managed.
- 3.2. If our performance of any of our obligations under the terms in this Licence is prevented or delayed by Your Default, then without prejudice to our other rights and remedies:
 - 3.2.1. we shall be entitled to rely on Your Default to relieve us from performance of our obligations under the terms in this Licence to the extent the Your Default prevents or delays us from performing such of our obligations;
 - 3.2.2. we shall not be liable for any costs, charges, expenses, or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of such of our obligations, as set out in this clause 3; and

3.2.3. you shall reimburse us on written demand for any costs, charges, expenses or losses sustained or incurred by us arising directly or indirectly from Your Default.

4. YOUR GRANT OF LICENCE TO US

- 4.1 In consideration of the licence granted to you under the terms of this Licence, you hereby grant to us (or shall ensure that the applicable licensor grants to us) a non-exclusive, perpetual, irrevocable, royalty-free, transferable licence, with the right to grant sub-licences, to store, process, make copies of and use all documentation and information uploaded onto BuildProjex by you or on your behalf (including but not limited to all plans, drawings, videos and photographs) in order to provide BuildProjex to you and to other users of BuildProjex who you wish to be able to access such documentation, including granting us the right to (but not obliging us to) retain such documentation in perpetuity (for our internal business purposes) for archiving and retaining such data for our records or for providing BuildProjex to you again in the future.
- 4.2 You warrant that you have all rights which are necessary to grant, or to procure the grant of, the licence which granted to us under clause 4.1.

5. PROVISION OF THE SOFTWARE

- 5.1. We shall have no liability for any non-performance of BuildProjex which is caused by use of BuildProjex contrary to our instructions, or modification or alteration of BuildProjex by any party other than us or our duly authorised contractors or agents.
- 5.2. Notwithstanding the foregoing, we:
- 5.2.1 do not warrant that any user's use of BuildProjex will be uninterrupted or error-free, or will meet the any users' requirements; and
- 5.2.2 are not responsible for any delays, delivery failures, downtime, loss of functionality, loss of Personal Data or Customer Data, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Licensee acknowledges that BuildProjex may be subject to limitations, delays and other problems inherent in the use of such communications facilities. Your attention is drawn to clause 10.8.

6. DATA PROTECTION

- 6.1. Both parties will comply with all applicable requirements of the Applicable Data Protection Laws. This clause 6 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Applicable Data Protection Laws.
- 6.2. The parties acknowledge that for the purposes of the Applicable Data Protection Laws, you are the Controller and we are the Processor. The table below sets out the scope, nature and purpose of processing by us, the duration of the processing and the types of Personal Data and categories of Data Subject.

Processing by House Builder XL Limited	
Scope of processing	Providing BuildProjex as a service in accordance with the terms in this Licence.
Duration of processing	The term of the terms in this Licence plus the period of time required for the parties to comply with clause 6.4.
Nature of processing	Storage, access, consultation, use
Purpose of processing	To enable us to provide BuildProjex as a service in accordance with the terms in this Licence
Type of Personal Data	First name, last name, residential address, telephone number, e-mail address
Categories of Data Subject	Employees. Suppliers. Customers. Consultants. Visitors. Contractors.

- 6.3. Without prejudice to the generality of clause 6.1, you will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to us and we will ensure that we have all necessary appropriate consents and notices in place to enable lawful collection of the Personal Data by us on behalf of you for the duration and purposes of the terms in this Licence.

- 6.4. Without prejudice to the generality of clause 6.1 we shall, in relation to any Personal Data processed in connection with our performance of our obligations under the terms in this Licence:
- 6.4.1 ensure that we have in place appropriate technical and organisational measures to protect against unauthorized or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorized or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - 6.4.2 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data, passwords, account details confidential; and
 - 6.4.3 not transfer any Personal Data outside of the UK or EEA unless your prior written consent has been obtained or unless the following conditions are fulfilled:
 - (a) you or we have provided appropriate safeguards in relation to the transfer;
 - (b) the Data Subject has enforceable rights and effective legal remedies;
 - (c) we comply with our obligations under the Applicable Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred;
 - (d) we comply with reasonable instructions notified to it in advance by you with respect to the processing of the Personal Data;
 - (e) we assist you, at your cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (f) we notify you without undue delay on becoming aware of a Personal Data Breach;
 - (g) at the written direction of you, delete or return Personal Data and copies thereof to you on termination of the terms in this Licence unless required by Applicable Data Protection Laws to store the Personal Data; and
 - (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 6.
- 6.5. You acknowledge and agree that we shall be generally authorized to engage third parties in connection with our processing activities under this Licence (**sub data processor**), provided that we ensure that the terms on which we appoint such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on us in this clause 6.
- 6.6. We may, at any time on not less than 30 days' notice, revise this clause 6 by replacing it with any applicable controller to processor standard clauses or similar terms adopted under the Data Protection Legislation or forming part of an applicable certification scheme (which shall apply when replaced by attachment to the terms in this Licence).

7. INTELLECTUAL PROPERTY RIGHTS IN BUILDPROJEX AND THE DOCUMENTATION

- 7.1. You acknowledge that all intellectual property rights in BuildProjex and the Documentation anywhere in the world belong to us, that rights in BuildProjex are licensed (not sold or assigned) to you.
- 7.2. Save for the licence granted to you in the terms in this Licence, you acknowledge and agree that you have no other rights to, or in patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of BuildProjex or the Documentation. You expressly acknowledge and agree that you have no rights to access BuildProjex in source code form.
- 7.3. We warrant to you we have all rights in relation to BuildProjex which are necessary to grant all rights we purport to grant to you under and in accordance with the terms in this Licence.
- 7.4. You warrant to us that you or your customer own and are entitled or permitted to use all Intellectual Property Rights subsisting in the content that you upload.

7.5. You shall promptly inform us if you become aware of any actual or alleged infringement of our Intellectual Property Rights subsisting in BuildProjex and the Documentation or reasonably suspect a third party is or may be infringing such Intellectual Property Rights, and provide us with all co-operation and assistance reasonably requested by us in relation to such infringement.

8. INDEMNITIES

8.1 You shall Indemnify us against all Claims arising out of or in connection with:

- 8.1.1. any breach of any of the warranties given by you in the terms in this Licence (particularly, but not limited to, breach of your warranty at clause 4.2); and
- 8.1.2. any Claim made against us for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with any materials which you upload (or which you procure that someone else uploads on your behalf) to BuildProjex.

9. LIMITED WARRANTY

To the extent permitted under law, we provide no warranties (whether implied or otherwise) to you in relation to BuildProjex or the Documentation, and all such warranties are excluded. If you are the paying subscriber, please refer to the Subscription Terms & Conditions under which you paid the price for BuildProjex for details of any warranties provided under that agreement.

10. LIMITATIONS AND EXCLUSIONS OF LIABILITY

10.1 Nothing in this Licence excludes or limits our liability for:

- 10.1.1 death or personal injury caused by our negligence;
- 10.1.2 fraud or fraudulent misrepresentation; or
- 10.1.3 any other liability which cannot be excluded or restricted in law.

10.2. In this clause 10, unless expressly stated otherwise, a reference to our liability or similar wording means our liability whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise.

10.3. BuildProjex is a cloud based software product (which relies on your own internet connection) in a range of software products available from us and whilst we may (whether now or in the future, in our discretion) make reasonable effort to ensure that our software products are compatible and will interface with each other, we give no assurance, warranty, representation or guarantee in this respect.

10.4. Subject to clause 10.1, and notwithstanding anything else contained in the terms in this Licence, we shall not be liable to you for any loss or damage whatsoever and howsoever arising suffered or incurred by you arising from or in connection with your breach of clauses 3.1.1, 3.1.2 or 3.1.3 (as the case may be) of the terms in this Licence.

10.5. Given the nature of BuildProjex, you assume sole responsibility for all results obtained from the use of BuildProjex and for all conclusions drawn from such use. Subject to clauses 10.1 and 10.4, we shall not be liable to you for any loss or damage whatsoever and howsoever arising suffered or incurred by you arising from or in connection with any outputs of BuildProjex or by errors or omissions in any documents, information or instructions provided by you in connection with BuildProjex unless such errors or omissions are caused by our breach of the terms in this Licence.

10.6. All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the terms in this Licence and BuildProjex is provided to you on an "as is" basis.

10.7. You agree that BuildProjex is not designed as being (and is not represented or provided by HBXL as being) a document repository, back-up or data room service, and you are responsible for ensuring that all Customer Data is sufficiently backed-up outside of any services provided by HBXL. On termination or expiry of this Licence, you will lose access to any Customer Data which has been uploaded onto BuildProjex, and we accept no liability for loss of, or damage or corruption to, any such items, whether during the term of your Licence or following termination or expiry of the Licence. You are highly recommended to ensure that you save a copy of any Customer Data outside of BuildProjex.

10.8 HBXL shall have no liability to you or to any other users or to any other third parties in respect of any delays, delivery failures, downtime, loss of functionality, loss of Customer Data and/or loss of any other data stored on BuildProjex.

10.9. Subject to the preceding clauses of this clause 10, and notwithstanding anything else contained in the terms in this Licence, we shall not be liable to you whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any of the following (whether direct, indirect or consequential): loss of profits, loss of business, loss of agreements or

contracts; loss of revenue; loss of anticipated savings; loss of or damage to goodwill and/or similar losses; loss of or damage to data or information; pure economic loss; or for any other indirect or consequential loss, costs, damages, charges or expenses howsoever arising.

10.10 Subject to the preceding clauses of this clause 10, our total aggregate liability to you in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the terms in this Licence shall be limited to an amount equal to:

10.10.1 the total subscription fees paid for the relevant user subscriptions for BuildProjex during the 12 months immediately preceding the date on which the claim arose (if you have purchased a subscription to BuildProjex from us); or

10.10.2 if you have not paid us for your access to, and use of, BuildProjex then our total aggregate liability to you in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the terms in this Licence shall be limited to £50 (fifty pounds sterling).

11. REGISTRATION

- 11.1. You or the main customer shall register BuildProjex online with www.buildprojex.co.uk as indicated on our website. Once registered you will receive login details to enable access to your BuildProjex account.
- 11.2. We shall be under no obligation under the terms in this Licence or any of our other terms and conditions in relation to supply of BuildProjex to provide support to you unless and until your BuildProjex account has been properly registered in accordance with clause 11.1 and a valid subscription is in place.

12. SUPPORT CONTACT DETAILS

12.1 Support shall be provided in accordance with the terms of the relevant support subscription and our Support Policy (see <https://www.buildprojex.co.uk/support-services-policy/>):

House Builder XL Limited
Future Space, North Gate (UWE), Filton Road, Stoke Gifford, Bristol, BS34 8RB
support@buildprojex.co.uk
0117 916 7888

(available between the hours of 9.00am and 5.00pm Monday to Friday, excluding bank and other public holidays)

12.2. These details may be updated from time to time, see our website www.buildprojex.co.uk for further information.

13. TERM AND TERMINATION

- 13.1. The terms in this Licence shall commence on the date you sign up to BuildProjex in accordance with the terms in this Licence and shall continue in full force and effect until the earlier of (i) your Licence being terminated in accordance with this clause 13; and (ii) your Licence expiring at the end of your subscription.
- 13.2. We may terminate this Licence with immediate effect by giving notice to you if you:
- 13.2.1 commit a material breach of any other term of this Licence which breach is irremediable or (if such breach is remediable) fail to remedy that breach within a period of 14 days after being notified in writing to do so;
- 13.2.2. suspend, or threaten to suspend, payment of its debts or is unable to pay your debts as they fall due or admits inability to pay your debts or you (being a company or limited liability partnership) are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or you (being an individual) are deemed either unable to pay your debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or you (being a partnership) have any partner to whom any of the foregoing apply;
- 13.2.3. commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or make a proposal for or enters into any compromise or arrangement with your creditors other than for the sole purpose of a scheme for a solvent amalgamation of you with one or more other companies or the solvent reconstruction of you;
- 13.2.4. 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 you (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of you with one or more other companies or the solvent reconstruction of you;
- 13.2.5. 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 you (being a company);

- 13.2.6.the holder of a qualifying floating charge over the assets of you (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 13.2.7.you (being an individual) are the subject of a bankruptcy petition or order;
- 13.2.8.you apply to court for, or obtain, a moratorium under Part A1 of the Insolvency Act 1986
- 13.2.9.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 clauses 13.2.2 to 13.2.8 (inclusive);
- 13.2.10.your financial position deteriorates so far as to reasonably justify our opinion that your ability to give effect to the terms in this Licence is in jeopardy; or
- 13.2.11.you suspend or cease, or threaten to suspend or cease, carrying on all or a substantial part of your business.

13.3. On termination of the terms in this Licence:

- 13.3.1 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced;
- 13.3.2 all licences granted to you shall automatically terminate;
- 13.3.3 the licence you grant to us under clause 4.1 shall continue in full force and effect;
- 13.3.4 you shall make no further use of the Documentation;
- 13.3.5 the parties shall comply with their obligations set out in clause 6; and
- 13.3.6 if you have purchased a subscription to BuildProjex but none of our other software products pursuant to our Subscription Terms & Conditions, that contract between you and us shall terminate with immediate effect; or, if pursuant to such a contract you have purchased a subscription to BuildProjex and one or more of our other software products, then with effect from the termination date of this Licence we shall be relieved of performing our obligations under that contract in respect of BuildProjex (as the case may be), but otherwise that contract shall continue in full force and effect until terminated in accordance with its terms.

- 13.4. On termination or expiry of this Licence, you will lose access to all Documentation and to any Customer Data which has been uploaded onto BuildProjex. We accept no liability for loss of, or damage or corruption to, any such items, whether during the term of your Licence or following termination or expiry of the Licence. You are highly recommended to ensure that you save a copy of any Customer Data outside of BuildProjex.

14. GENERAL

- 14.1 **Force majeure:** We will have no liability to you under the terms in this Licence if we are prevented from or delayed in performing our obligations under the terms in this Licence, or from carrying on our business, by acts, events, omissions or accidents beyond our reasonable control, including strikes or other industrial disputes (whether involving our workforce or any third party), failure of a utility service or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of our suppliers and/or sub-contractors.
- 14.2 **Notices.** Any notice given by a party under or in connection with the terms in this Licence shall be in writing and shall be: sent by e-mail to the e-mail address you supply to us (in the case of notice given to us) or to support@buildprojex.co.uk (in the case of notice given by you); or sent by first-class post or other pre-paid next day delivery service to our registered office address (in the case of notice given by you) or your registered office address or principal address (as the case may be). Any notice given pursuant to the foregoing in this clause shall be deemed to have been received and shall take effect: if sent by e-mail, 24 hours after the time of sending shown on a print-out obtained by the sender; or, if sent by first-class post or other pre-paid next day delivery service, at 9.00am on the second Business Day after posting. 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.
- 14.3 **Variation:** We may vary the terms in this Licence at any time by giving prior notice to you to that effect (**Variation Notice**). You shall be deemed to have accepted the terms in this Licence as so varied if you do not notify us to the contrary within 5 Business Days of the date you receive such Variation Notice. If you do so notify us to the contrary within such 5 Business Day period then the terms in this Licence shall automatically terminate with effect from the date we receive such notice from you.
- 14.4 **Waiver:** No failure or delay by a party to exercise any right or remedy provided under the terms in this Licence 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.

- 14.5 **Rights and remedies:** Except as expressly provided in the terms in this Licence, the rights and remedies provided under the terms in this Licence are in addition to, and not exclusive of, any rights or remedies provided by law.
- 14.6 **Severance:** If any provision (or part of a provision) of the terms in this Licence is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 14.7 **Entire agreement:** This Licence and if you have purchased a subscription to BuildProjex, our Subscription Terms & Conditions; constitute the entire agreement between the parties and supersede any previous promise, undertaking, statement, assurance, warranty, representation, arrangement, understanding or agreement between them relating to the subject matter they cover. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Licence or any document expressly referred to in it.
- 14.8 **Non-reliance:** Each of the parties acknowledges and agrees that in entering into the terms in this Licence it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to the terms in this Licence or not) relating to the subject matter of the terms in this Licence, other than as expressly set out in the terms in this Licence.
- 14.9 **Assignment:** You shall not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the terms in this Licence. We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the terms in this Licence.
- 14.10 **No partnership or agency:** Nothing in the terms in this Licence is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 14.11 **Third party rights:** The terms in this Licence does not confer any rights on any person or party (other than the parties to the terms in this Licence and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 14.12 **Governing law:** The terms in this Licence 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.
- 14.13 **Jurisdiction:** Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the terms in this Licence or its subject matter or formation (including non-contractual disputes or claims).