



SOFeXchange

End-User License Agreement ("Agreement")

Last updated: 22/02/2021

IMPORTANT - PLEASE READ THIS END-USER LICENSE AGREEMENT ("AGREEMENT") CAREFULLY BEFORE SIGNING UP TO USE **SOFeXchange** SERVICE.

This END USER LICENSE AGREEMENT constitutes a legally binding agreement between you or the business and/or entity which you represent ("You" or "LICENSEE") and OSIRIS CONSULTANTS LTD (OSIRIS) for all **SOFeXchange** products, screens, data structures, media, printed materials, and documentation included in the online service. By registering for **SOFeXchange**, you acknowledge that you have read this AGREEMENT and you agree to be bound by its terms and conditions. If you are representing a business and/ or entity, you acknowledge that you have the legal authority to bind the business and/or entity you are representing to all the terms and conditions of this AGREEMENT.

If you do not agree to any of the terms and conditions of this AGREEMENT or if you do not have the legal authority to bind the business and/or entity you are representing to any of the terms and conditions of this AGREEMENT, DO NOT REGISTER FOR THE SERVICE.

All SOFTWARE AND COMPONENTS are licensed, not sold.

Please read this End-User License Agreement ("Agreement") carefully before clicking the "Accept" checkbox on the registration or password screen, or using SOFeXchange ("Application").

By clicking the "Accept" button, downloading or using the Application, you are agreeing to be bound by the terms and conditions of this Agreement.

If you do not agree to the terms of this Agreement, do not click on the "I Agree" button and do not download or use the Application.

1. GRANT OF LICENSE.

Subject to all the terms and conditions of this AGREEMENT, OSIRIS grants LICENSEE a non-exclusive, non-transferable license to install and use **SOFeXchange** included in this distribution as authorized in sections 2 through 28 below:

2. USER LICENSE.

You may register and use **SOFeXchange** by agreeing to purchase the download of Statements of Fact (SOF) from OSIRIS or its authorized resellers, in accordance with Section 9 of this AGREEMENT.

3. TRIAL LICENSE.

If **SOFeXchange** you have obtained is marked as a "TRIAL" or "EVALUATION," you may install one copy of **SOFeXchange** for evaluation purposes only, for a period of 30 calendar days from the date of installation ("EVALUATION PERIOD"). Upon expiration of the EVALUATION PERIOD, **SOFeXchange** registered logins will be disabled.

You MAY NOT REDISTRIBUTE files in **SOFeXchange** distribution if using an evaluation or trial version of **SOFeXchange**.

4. PRE-RELEASE SOFTWARE.

SOFeXchange marked as PRE-RELEASE (including but not limited to the designation of "Dev", "Test", Community Technology Preview "CTP", or Release Candidate "RC") may contain deficiencies and as such, should not be considered for use or integrated in any mission critical application.

OSIRIS may, at its sole discretion, discontinue availability of the PRE-RELEASE software, limit or modify PRE-RELEASE software functionality, or eliminate SUPPORT SERVICES for the PRE-RELEASE software at any time.

5. LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY.

You may not reverse engineer, decompile, create derivative works or disassemble **SOFeXchange**. If **SOFeXchange** is licensed by you with the intent to reverse engineer, decompile, create derivative works, or the exploitation and unauthorized transfer of any OSIRIS intellectual property and trade secrets, to include any exposed methods or source code where provided, no licensed right of use shall exist and any PRODUCT(s) created as a result shall be judged illegal by definition. Any sale or resale of intellectual property or created derivatives so obtained will be prosecuted to the fullest extent of all local, federal and international law.

6. SEPARATION OF COMPONENTS.

SOFeXchange is licensed as a single PRODUCT(S). **SOFeXchange** and its constituent parts and any provided redistributables may not be reverse engineered, decompiled, disassembled or separated for use on more than one computer, nor placed for distribution, sale, or resale as individual creations by LICENSEE. The provision of source code, if included with **SOFeXchange**, does not constitute transfer of any legal rights to such code, and resale or distribution of all or any portion of all source code and intellectual property will be prosecuted to the fullest extent of all applicable local, federal and international laws. All OSIRIS libraries, source code, redistributables and other files remain OSIRIS's exclusive property. You may not distribute any files, except those that OSIRIS has expressly designated as REDISTRIBUTABLE(S).

7. CUSTOMISATION.

The licensee may request that OSIRIS prepare customised downloads of an SOF. OSIRIS will assess each such request on its own merits. Where applicable, OSIRIS will perform such customisation for a single one-off fixed fee.

8. APPLICATION PROGRAMMING INTERFACE.

The licensee may request that OSIRIS provide an Application Programming Interface ("API") to **SOFeXchange**. This will be provided subject to the signing of a separate license agreement. Such an API will be licensed on an annual basis.

The licensee agrees that

1. they will only use API that have been explicitly provided by OSIRIS.
2. They will not use, or attempt to use, any internal APIs.
3. The use of the API is solely for their business purposes.
4. They will not redistribute, share, copy or otherwise provide any code, documentation or assistance to any third party that is built using the API.

9. BILLING

On registering for use of SOFeXchange you may elect to be able to download an SOF. Each such download of an SOF represents one billable unit. Multiple downloads of the same SOF each represent one billable unit.

The licensee is expected to pre-purchase credits that will enable the download or extract of the Statement of Fact. Once these credits are depleted the licensee will be unable to download further Statements of Fact until the credit limit is raised by the purchase of new credits,

CREDITS WILL ONLY BE PROVIDED WHEN FUNDS HAVE CLEARED.

10. RENTAL.

You may not rent, lease, or lend **SOFeXchange**.

11. TRANSFER.

You may NOT permanently or temporarily transfer ANY of your rights under this AGREEMENT to any individual or business or government entity without prior written approval from OSIRIS.

Regardless of any modifications which you make and regardless of how you might compile, link, and/or package your programs, under no circumstances may the libraries, Redistributables, and/or files included in **SOFeXchange** (including any portions thereof) be used for developing programs by anyone other than you. Only you as the LICENSEE have the right to use the software and and downloaded files of **SOFeXchange** (or any portions thereof).

You may not share copies of the download SOF with other companies or individuals. You may not reproduce or distribute any OSIRIS documentation without the permission of OSIRIS.

12. REDISTRIBUTION.

No part of **SOFeXchange** is redistributable by the licensee. This explicitly includes any and all downloaded Statement of Fact (SOF) in any form whatsoever.

13. COPYRIGHT.

All title and copyrights in and to **SOFeXchange** (including but not limited to any OSIRIS trademarks, copywritten images, demos, source code, intermediate files, packages, photographs, redistributables, animations, video, audio, music, text, and "applets" incorporated into **SOFeXchange** the accompanying printed materials, and any copies of **SOFeXchange**) are owned by OSIRIS or its subsidiaries.

SOFeXchange is protected by copyright laws and international treaty provisions and therefore, you must treat **SOFeXchange** like any other copyrighted material except that you may install and use **SOFeXchange** as described in this AGREEMENT.

14. OPEN SOURCE LIBRARIES.

SOFeXchange may include or require certain third-party, open source components or libraries ("THE OPEN SOURCE LIBRARIES").

Where applicable, OSIRIS may include a "NOTICE" file to provide a list of THE OPEN SOURCE LIBRARIES required for certain portions of the documentation, sample source code, and other demonstration projects.

THE OPEN SOURCE LIBRARIES included in **SOFeXchange** are done so pursuant to each individual open source library license and subject to the disclaimers and limitations on liability set forth in each open source library license.

SOFeXchange may include external installation references for THE OPEN SOURCE LIBRARIES on their respective package management locations. These external locations may include, but are not limited to, Fontawsome, Bootstrap, Datables, jQuery, Popper, jszip, pdfmake, moment, ckEditor. Prior to using **SOFeXchange** you are responsible for reviewing and agreeing to each associated license agreement accompanying a library, and any other sub-dependency required by that library.

Whether included as part of **SOFeXchange** installation package, or referenced as an external dependency or requirement,

THE OPEN SOURCE LIBRARIES are provided "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL OSIRIS, THE AUTHORS, OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE OPEN SOURCE LIBRARIES OR THE USE OF OTHER DEALINGS IN THE OPEN SOURCE LIBRARIES.

15. PERPETUAL SUBSCRIPTION AND UPDATES.

OSIRIS licenses **SOFeXchange** on a perpetual basis. A subscription lasts from the date of purchase until cancelled. LICENSEE will be eligible to receive all major and minor updates for **SOFeXchange**.

Upon expiration of a subscription. OSIRIS reserves the right to discontinue **SOFeXchange** or its constituents, at any time.

16. DOWNLOAD of SOFeXchange.

SOFeXchange will not be made available for download. It is available only from online **SOFeXchange** websites and Servers.

17. EXPORT RESTRICTIONS.

OSIRIS expressly complies with all export restrictions imposed by the government of the United Kingdom. You, as LICENSEE, must agree not to export or re-export **SOFeXchange** within any created application to any country, person, entity or end user subject to UK-Gov export restrictions.

Restricted countries currently include, but are not necessarily limited to Cuba, Iran, North Korea, Sudan, Syria, and Venezuela.

18. DISCLAIMER OF WARRANTY.

OSIRIS expressly disclaims any warranty for **SOFeXchange**. **SOFeXchange** AND ANY RELATED DOCUMENTATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. OSIRIS DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF **SOFeXchange** IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF **SOFeXchange** REMAINS WITH YOU.

No oral or written information or advice given by OSIRIS or its employees shall create a warranty or in any way increase the scope of this warranty.

19. LIMITATIONS ON LIABILITY.

To the maximum extent permitted by applicable law, in no event shall OSIRIS be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use **SOFeXchange** or the provision of or failure to provide SUPPORT SERVICES, even if OSIRIS has been advised of the possibility of such damages.

LICENSEE understands and accepts that OSIRIS is not responsible for the content and accuracy of data collected and transmitted by **SOFeXchange**. LICENSEE understands that **SOFeXchange** may produce inaccurate results because of a failure or fault within **SOFeXchange** or failure by LICENSEE to properly use and or deploy **SOFeXchange**.

LICENSEE assumes full and sole responsibility for any use of **SOFeXchange**, and bears the entire risk for failures or faults within **SOFeXchange**. You agree that regardless of the cause of failure or fault or the form of any claim, YOUR SOLE REMEDY AND OSIRIS'S SOLE OBLIGATION SHALL BE GOVERNED BY THIS AGREEMENT AND IN NO EVENT SHALL OSIRIS'S LIABILITY EXCEED THE PRICE PAID TO OSIRIS FOR **SOFeXchange**.

This Limited Warranty is void if failure of **SOFeXchange** has resulted from accident, abuse, alteration, unauthorized use or misapplication of **SOFeXchange**.

20. INDEMNIFICATION.

You hereby agree to indemnify OSIRIS and its officers, directors, employees, agents, and representatives from each and every demand, claim, loss, liability, or damage of any kind, including actual attorney's fees, whether in tort or contract, that it or any of them may incur by reason of, or arising out of, any claim which is made by any third party with respect to any breach or violation of this AGREEMENT by you or any claims based on the Applications and **SOFeXchange** included herein, including without limitation any claims asserted by your end user customers.

21. SUPPORT SERVICES.

OSIRIS may provide you with support services related to **SOFeXchange** ("SUPPORT SERVICES"). Use of SUPPORT SERVICES is governed by OSIRIS policies and programs described in the user manual, in "on line" documentation and/or other OSIRIS provided materials. OSIRIS may restrict or otherwise discontinue SUPPORT SERVICES provided to you if your use of SUPPORT SERVICES is deemed by OSIRIS, in its sole and reasonable discretion, to be excessive and beyond the scope of fair use.

Any supplemental **SOFeXchange** provided to you as part of the SUPPORT SERVICES shall be considered part of **SOFeXchange** and subject to the terms and conditions of this AGREEMENT. With respect to technical information you provide to OSIRIS as part of the SUPPORT SERVICES, OSIRIS may use such information for its business purposes, including for **SOFeXchange** support and development.

22. TERMINATION.

Without prejudice to any other rights or remedies, OSIRIS will terminate this AGREEMENT upon your failure to comply with all the terms and conditions of this AGREEMENT. In such events, LICENSEE must destroy all copies of **SOFeXchange** and all of its component parts including any related documentation, and must remove ANY and ALL use of OSIRIS intellectual property from any applications distributed by LICENSEE, whether in native, altered or compiled states.

23. TAX.

OSIRIS may be required by local, state, or national government laws, to collect sales or use tax from you. If OSIRIS is not legally required to collect any applicable taxes at the time of purchase, you should confirm that your local, state, or national government does not impose any sales or use tax on electronically delivered software. You are entirely liable for any such sales or use tax.

24. PERSONAL DATA.

All personal information OSIRIS collects from you is stored and maintained on servers utilizing reasonable and appropriate data security safeguards. OSIRIS does not lend, lease, sell, or market information it obtains from its customers or those who provide us personally identifiable information. OSIRIS does not disclose purchase information or licensing information to third parties.

Refer to the Privacy Statement at <https://production.sofexchange.com/privacy>

25. AGREEMENT

Your election to register for **SOFeXchange** indicates your acceptance of the terms of this AGREEMENT. You are responsible for maintaining confidentiality of your username, password and other sensitive information. You are responsible for all activities that occur in your user account and in case of any unauthorized activity on your account, you agree to inform OSIRIS immediately by any method listed on the OSIRIS website's Contacts page. OSIRIS is not responsible for any loss or damage to you or to any third party incurred as a result of any unauthorized access and/or use of your user account, or otherwise.

26. CONFIDENTIALITY

OSIRIS may disclose or report Confidential Information in limited circumstances where it believes in good faith that disclosure is required under the law. For example, OSIRIS may be required to disclose Confidential Information to cooperate with regulators or law enforcement authorities, to comply with a legal process such as a court order, subpoena, search warrant, or a law enforcement request.

Additionally, if the ownership of all or substantially all of our business changes or we otherwise transfer assets relating to our business or **SOFeXchange** to a third party, such as by merger, acquisition, bankruptcy proceeding or otherwise, we may transfer or sell your personal information to the new owner. In such a case, unless permitted otherwise by applicable law, your information

would remain subject to the promises made in the applicable privacy policy unless you agree differently.

27. JURISTITION.

This AGREEMENT shall be construed, interpreted and governed by the laws of England and Wales under the jurisdiction of the High Court in London, England.

This AGREEMENT may only be modified in writing signed by you and an authorized officer of Osiris Consultants Ltd. If any provision of this AGREEMENT is found void or unenforceable, the remainder will remain valid and enforceable according to its terms. If any remedy provided is determined to have failed for its essential purpose, all limitations of liability and exclusions of damages set forth in the Limited Warranty shall remain in effect.

OSIRIS reserves all rights not specifically granted in this AGREEMENT.

Should you have any questions concerning this AGREEMENT, contact us directly in the United Kingdom, at Osiris Consultants Ltd, 107 Blackheath Park, London, SE3 0EX

All trademarks and registered trademarks are property of their respective owners.

END OF DOCUMENT