

## Paxton10 End User License Agreement

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In this Licence the following words have the meanings set out below:

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**"Paxton10 Server"** means the hardware on which the Software is pre-installed.

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- (a) comply with all applicable laws and regulations, including, without limitation, technology control or export laws and regulations; and
- (b) only install and use or permit the installation and use of the Software in accordance with all applicable laws and regulations, including, without limitation, data protection legislation.

3.3 The Licensee shall procure that the Software is used by its employees, workers, agents and representatives in accordance with the terms of this Licence.

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- 4.1 Paxton may release updates, fixes, modifications and new versions of the Software from time to time, the use of which shall be governed by the terms of this Licence. To enable the Software to check for such releases the Software must be connected to the Internet.
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- 4.3 Paxton reserves the right to discontinue support for old versions of the Software no earlier than 12 months after the release of a new version.

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- 5.2 The Licensee acknowledges that certain personal data may be made available to Paxton in the provision of the support services. The Licensee shall ensure that any personal data, which it supplies or discloses to Paxton, has been obtained fairly and lawfully and that it has all necessary approvals from persons whose data is being processed and registrations with authorities to permit Paxton to use such data to provide the support services.
- 5.3 The Licensee agree that Paxton may collect and use anonymised data and information relating to the use of the Software and associated hardware in order to detect updates, fixes, modifications and new versions, facilitate the provision of support services and/or improve and develop its products and services.
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- (a) if the defect or fault in the Software results from the alteration or modification of the Software by or on behalf of the Licensee other than as permitted in this Licence;
- (b) if the defect or fault in the Software results from a failure to follow Paxton's oral or written instructions as to the installation, set up, configuration and use of the Software or (if there are none) good trade practice regarding the same;
- (c) if the defect or fault in the Software results from use of the Software in conjunction with any unauthorised hardware or software;
- (d) if the defect or fault in the Software results from use of the Software in breach of the terms of this Licence; or
- (e) the failure is the result of changes made to ensure the product complies with applicable statutory or regulatory requirements.

## **8 LIABILITY**

8.1 Nothing in this Licence shall limit or exclude the liability of either party for death or personal injury resulting from negligence, fraud or fraudulent misrepresentation or any liability which cannot be limited or excluded by law.

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- (e) loss of opportunity, goodwill or reputation (whether direct or indirect); and/or
- (f) any indirect, special or consequential loss or damage of any kind howsoever arising.

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9.1 Paxton may terminate this Licence immediately on written notice if:

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- (b) the Software infringes the Intellectual Property Rights of any third party or Paxton has reason to believe that the Software infringe such rights; or
- (c) the Licensee becomes bankrupt or goes into liquidation (whether voluntary or compulsory), is dissolved, compounds with its creditors or has a receiver, administrative receiver or administrator appointed over the whole or any part of its assets or a petition is presented, or a meeting is convened for the purpose of considering a resolution, for the making of an administrative order, the winding-up, bankruptcy or dissolution of the Licensee or the Licensee suffers any similar process under the law of its domicile or place of its jurisdiction.

9.2 The termination of this Licence shall not affect any rights or obligations of either party which may have accrued prior to such termination.

9.3 Upon termination for any reason:

- (a) all rights granted to the Licensee under this Licence shall cease;
- (b) the Licensee must cease all activities authorised by this Licence; and
- (c) the Licensee shall immediately delete or remove the Software from all computer equipment in its possession and immediately destroy or return to Paxton (at Paxton's option) the Paxton10

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- 10.5** Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England in relation to any claim or matter arising out of or in connection with this Licence (including non-contractual disputes or claims).