



**INTERMEDIA**

The Business Cloud™

## END USER LICENCE AGREEMENT (EULA)

Intermedia AppID

### PLEASE READ CAREFULLY BEFORE DOWNLOADING ANY SOFTWARE FROM THIS WEBSITE:

This licence agreement ("**EULA**") is a legal agreement between you ("**You**" or "**Your**") and Intermedia Technologies Company Ltd ("**Intermedia**"). A company registered in England with company number: 6350460 and whose registered office is at 4th Floor, Imperial House, 15 Kingsway, London W2CB 6UN, United Kingdom. Intermedia operate the website <http://www.intermedia.co.uk> (the "**Website**"). Intermedia's VAT number is 925 4342 30.

The Intermedia AppID software application that You are about to download and any associated manuals, guides or other documentation (the "**Application**") is a part of the Intermedia AppID service (the "**Service**"). The Service is provided by Intermedia to Your employer or other entity that has agreed to grant You.

BY CLICKING "I ACCEPT AND CONTINUE" YOU AGREE TO THE TERMS OF THIS EULA WHICH WILL BIND YOU. THE TERMS OF THIS EULA INCLUDE, IN PARTICULAR, LIMITATION ON LIABILITY IN THE SECTION BELOW HEADED "LIMITED WARRANTY; LIMITATION ON LIABILITY; THIRD-PARTY SERVICES".

IF YOU DO NOT AGREE TO ANY TERM OF THIS EULA, THEN YOU (i) MUST CLICK "I DECLINE" OR CLOSE YOUR BROWSER AND (ii) DO NOT HAVE INTERMEDIA'S PERMISSION TO DOWNLOAD OR USE THE APPLICATION.

You should either print or save a copy of this EULA for Your future reference.

### DEFINITIONS

For the purposes of this EULA the following definitions apply, save for where expressly stated to the contrary:

**"Account"** means the account created with Intermedia in connection with this EULA that relates to Your use of the Services.

**"Applicable Law"** means any applicable statute, regulation, legislation, common law; and any industry code, policy, guidance, standard or accreditation enforceable by law or Governmental Authority.

**"Governmental Authority"** means a government, regulatory organisation, court of competent jurisdiction or similar body.

**"Intellectual Property Rights"** or **"IPR"** means patents (including rights in, and/or to, inventions), trade marks, service marks, trade names and business names (in each case including rights in goodwill attached thereto), design rights, rights in and/or to internet domain names and website addresses, copyright (including future copyright), database rights, rights in and to confidential information (including know how and trade secrets) and all other intellectual property rights, in each case subsisting at any time (including in the future) in any part of the world (whether registered or unregistered) and (i) any pending applications or rights to apply for registrations of any of these rights that are capable of registration in any country or jurisdiction and (ii) any similar or analogous rights to any of these rights, whether arising or granted under the laws of England & Wales or in any other jurisdiction.

**"Intermedia Parties"** means Intermedia's affiliates (including parents and subsidiaries), vendors, licensors and partners, and it an their officers, employees, agents and representatives.

You consent to the collection, use, sharing and transfer of Your data, as outlined in the Intermedia Privacy Policy as updated by Intermedia from time to time at its sole discretion, which is hereby incorporated by reference. Current copies of the Privacy Policy are available at <http://www.intermedia.co.uk/legal/PrivacyPolicy.pdf>.

You agree to the policies governing Your use of the Service and/or the Application including the Intermedia Acceptable Use Policy such policies may be updated by Intermedia from time to time at its

sole discretion. Current copies of the Acceptable Use Policy are available at <http://www.intermedia.co.uk/legal/AcceptableUsePolicy.pdf>.

You accept that the Application may contain third party content, and that Intermedia is not responsible for any such content.

You agree that this EULA automatically terminates if You violate any term of it whatsoever.

You agree that third party terms and fees may apply to the use and operation of Your computing device in connection with Your use of the Application and/or the Services, such as Your carrier's terms of services, and fees for phone service, data access, or messaging capabilities, and that You are solely responsible for payment of any and all such fees; and

## **LICENCE GRANT**

In consideration of You agreeing to abide by the terms of this EULA, Intermedia grants You a limited, non-exclusive, non-transferable, non-sub licensable, revocable licence to install and use one copy of the Application in object code format, solely for use in connection with the services provided by Intermedia and subject to the terms of this EULA.

## **USE OF THE APPLICATION**

### Internal Use

You will use the Application for Your own internal business, non-residential and non-personal use. You acknowledge and agree that You will not allow any third party to access the Application.

### Restricted Activities

You will not: (A) use the Application for any purpose outside the Application's intended scope, features, and function set; (B) use any the Application for third-party training; (C) use any the Application as an application service provider or service bureau; (D) use any Application for timesharing or rental; (E) use the Application to design software or other materials or services with similar or competitive functionality for any purpose, including distribution to third parties; (F) duplicate any portion of the Application or display, distribute, publish, or otherwise disclose any Application; (G) use the Application to interface with any other service or application that is outside the scope of intended use; (H) save to the extent permitted by Applicable Law, decompile, disassemble, or otherwise reverse engineer any portion of the Application; (I) without prior written consent of Intermedia, make any modification or interface to the Application that is not specifically authorised by Intermedia; and (J) resell or sublicense any portion of the Application, and any purported resale or sublicense will be void. You may not access the Application for purposes of monitoring its performance, availability, or functionality, or for any other benchmarking or competitive purposes, without Intermedia's prior written consent. You may not, without Intermedia's prior written consent, access the Application if You are acting in direct competition with Intermedia.

### Applicable Law

You acknowledge and agree that access and use of the Application may be restricted or limited as a result of Applicable Laws and that You will not use, or allow the use of the Application in contravention of, and will comply with, any Applicable Law. You represent that You are not named on any Government Authority list of persons prohibited from receiving exports, and You will not access or use the Application in violation of any export embargo, prohibition or restriction. You acknowledge and agree that it is solely Your responsibility to use the Application in a lawful manner.

## **TERMINATION**

Intermedia may terminate this EULA immediately without cause on providing written notice to You.

Upon termination for any reason:

- (a) all rights granted to You under this EULA shall cease;
- (b) You must immediately cease all activities authorised by this EULA; and
- (c) You must immediately delete or remove the Application from all computer equipment in Your possession, and immediately destroy or return to Intermedia (at Intermedia's option) all copies of the

Application then in Your possession, custody or control and, in the case of destruction, certify to us that You have done so.

**LIMITED WARRANTY; LIMITATION ON LIABILITY; THIRD- PARTY SERVICES**

THIS SECTION SETS OUT THE ENTIRE FINANCIAL LIABILITY OF INTERMEDIA (INCLUDING ANY LIABILITY FOR THE ACTS OR OMISSIONS OF ITS EMPLOYEES, AGENTS, CONSULTANTS, SUBCONTRACTORS, PARTNERS, VENDORS AND LICENSORS) TO YOU IN RESPECT OF:

- (A) ANY BREACH OF THE EULA;
- (B) ANY USE MADE BY YOU OF THE APPLICATION; AND
- (C) ANY REPRESENTATION, STATEMENT OR TORTIOUS ACT OR OMISSION (INCLUDING NEGLIGENCE) ARISING UNDER OR IN CONNECTION WITH THE EULA, SAVE AS SET OUT UNDER THE HEADING "EXCLUSIONS OF LIMITATION" BELOW.

EXCLUSIONS OF LIMITATION

NOTHING IN THIS EULA SHALL EXCLUDE INTERMEDIA'S LIABILITY:

- (A) FOR DEATH OR PERSONAL INJURY CAUSED BY THAT PARTY'S NEGLIGENCE;
- (B) ANY FRAUD OR FRAUDULENT MISREPRESENTATION; OR
- (C) TO THE EXTENT SUCH LIMITATION OR EXCLUSION IS NOT PERMITTED BY APPLICABLE LAW.

CHANGES TO TERMS

EXCEPT AS EXPRESSLY STATED IN THIS EULA INTERMEDIA EXCLUDES TO THE FULLEST EXTENT PERMITTED BY LAW ALL OTHER TERMS, CONDITIONS, OBLIGATIONS, WARRANTIES AND REPRESENTATIONS (WHETHER EXPRESS OR IMPLIED) IN RESPECT OF THIS EULA.

YOU HEREBY AGREE THAT THE TERMS OF THIS EULA SHALL NOT BE ALTERED DUE TO CUSTOM OR USAGE OR DUE TO THE PARTIES' COURSE OF DEALING OR COURSE OF PERFORMANCE UNDER THIS EULA.

EXCLUSIONS OF LIABILITY

SUBJECT TO THE SECTION HEADED "EXCLUSIONS OF LIMITATION" ABOVE, IN NO EVENT SHALL INTERMEDIA BE LIABLE FOR:

- A) LOSS OF PROFITS; OR
- B) LOSS OF BUSINESS; OR
- C) LOSS OF BUSINESS OPPORTUNITY; OR
- D) DEPLETION OF GOODWILL AND/OR SIMILAR LOSSES; OR
- E) LOSS OF ANTICIPATED SAVINGS; OR
- F) LOSS OF OR CORRUPTION OF DATA OR INFORMATION; OR
- G) ANY SPECIAL, INDIRECT,

CONSEQUENTIAL, INCIDENTAL, PUNATIVE OR PURE ECONOMIC LOSS, COSTS, DAMAGES, CHARGES OR EXPENSES ("LOSSES"), WHETHER BASED ON BREACH OF CONTRACT, FUNDAMENTAL BREACH, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES AND EVEN IF SUCH LOSSES WERE FORESEEABLE AT THE DATE OF THIS EULA.

CAP ON LIABILITY

INTERMEDIA'S TOTAL LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION, RESTITUTION OR OTHERWISE ARISING IN ANY TWELVE MONTH PERIOD IN CONNECTION WITH THE PERFORMANCE, OR CONTEMPLATED PERFORMANCE, OF THIS EULA SHALL BE LIMITED TO TEN THOUSAND POUNDS.

SOLE REMEDY

YOU EXPRESSLY AGREE THAT YOUR SOLE REMEDY IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION, RESTITUTION OR OTHERWISE ARISING IN CONNECTION WITH THE PERFORMANCE, OR CONTEMPLATED

PERFORMANCE, OF THIS CONTRACT OR THE PROVISION OF SERVICES HEREUNDER SHALL BE AGAINST INTERMEDIA AND YOU FOREGO ANY RIGHT TO SUE OR OTHERWISE SEEK LEGAL REMEDY AGAINST INTERMEDIA PARTIES.

#### Other Liability

None of the Intermedia Parties are responsible to You for any warranty provided by Intermedia.

### **OWNERSHIP AND CONTROL**

#### No Transfer

You agree that all Intellectual Property Rights in the Application anywhere in the world belong to Intermedia, that rights in the Application are licensed, not sold to You, and that You have no rights in, or to, the Application other than the right to use in accordance with the terms of this EULA. Intermedia reserves all rights not expressly granted to You in this EULA. You may use the Application only as set forth in this EULA.

#### Control

Intermedia will have sole and complete control over, and reserves the right at any time to make changes to, the configuration, appearance, content and functionality of the Application. In addition, Intermedia reserves the right, at any time, without prior notice, to the exercise of its sole discretion to suspend or terminate Your access or use of the Application for the protection of the security and integrity of the Application or other business, technical or financial considerations as determined by Intermedia.

Such changes may alter the system behaviour and functionality and as such may negatively affect the Application used by You. Intermedia cannot foresee nor can it be responsible or liable for service disruption or changes in functionality or performance of the Application. Intermedia is not responsible or liable for issues that may arise from such changes to the Application.

### **HARDWARE, EQUIPMENT, AND SOFTWARE**

You are responsible for and must provide all hardware, software, services and other components necessary to access and use the Application. Intermedia makes no representations, warranties, or assurances that Your hardware, software, services and other components will be compatible with the Application.

### **INDEMNIFICATION**

You will fully defend, indemnify, hold Intermedia and the Intermedia Parties harmless and keep Intermedia fully defended, indemnified and harmless from any and all damages, demands, liabilities, losses, costs, and claims ("Losses"), including reasonable legal fees, asserted against them that may arise or result directly or indirectly and whether whole or in part from Your use of the Application, Your breach of this EULA, Your negligence or wilful misconduct, or any of Your own services or products whether or not such Losses were foreseeable at the date of this EULA.

### **WRITTEN COMMUNICATION AND NOTICE**

Applicable Laws require that some of the information or communications Intermedia send to You should be in writing. You accept that communication from Intermedia will be electronic wherever possible. Intermedia will contact You by e-mail or provide You with information by posting notices on the Website and/or to Your Account. For contractual purposes, You agree to this electronic means of communication and You acknowledge that all contracts, notices, information and other communications that Intermedia provides to You electronically comply with any legal requirement that such communications be in writing. This condition does not affect Your statutory rights. Except as otherwise specified in this EULA, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email or posting to the Website or to Your Account (provided e-mail or posting will not be sufficient for notices of termination or an identifiable claim). Notices to You will be addressed to any e-mail address, postal address or facsimile

number registered with Intermedia, or through means of online posting through Your Account. Notices to Intermedia that are not expressly authorised by administrative control panel under this EULA may be mailed to Intermedia's General Counsel at its principal place of business: Intermedia Technologies Company Ltd, 4th Floor Imperial House, 15 Kingsway, London WC2B 6UN United Kingdom, or such other address as designated on the Website from time to time

### **MODIFICATION OF TERMS**

Intermedia may update, amend, modify or supplement the terms and conditions of this EULA from time to time by giving You notice by email or posting to Your Account. Such changes will take effect not less than 15 (fifteen) calendar days after the day the email is sent or notice is posted to Your Account unless You give Intermedia notice to terminate this EULA by following the termination procedure located within the Account section of the administrative control panel within such 15 (fifteen) calendar day period. Any such modification may be made without the consent of any third party beneficiaries of this EULA. You can review the most current version of this EULA at any time at: (<http://intermedia.co.uk/legal/legal.asp>).

### **MISCELLANEOUS**

#### Governing Law; Jurisdiction; Forum; Attorneys' Fees

This EULA will be governed by and construed in accordance with the laws of England and Wales. You submit to the non-exclusive jurisdiction of the English courts.

#### Age and Capacity

You hereby represent and warrant that You are the older of (i) the age of eighteen and (ii) the age of majority in the jurisdiction in which You are based, and that You are not subject to a limitation on Your ability to enter into this EULA.

#### Severability

If any one or more of the provisions contained herein will, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any of the other provisions of this EULA, and this EULA will be construed as if such provision(s) had never been contained herein, provided that such provision(s) will be curtailed, limited, or eliminated only to the extent necessary to remove the invalidity, illegality, or unenforceability.

#### Waiver

No waiver by Intermedia of any breach by You of any of the provisions of this EULA will be deemed a waiver of any preceding or succeeding breach of this EULA. No such waiver will be effective unless it is in writing signed by the parties hereto, and then only to the extent expressly set forth in such writing.

#### No Assignment

No benefit or duty of Yours under this EULA will, without the consent of Intermedia, be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt to do so will be void. Intermedia may assign this EULA without Your consent and without notice.

#### Force Majeure

This EULA and Your obligations hereunder will not be affected or impaired because Intermedia is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of Force Majeure Event and Intermedia's obligations under this EULA will be suspended by any such Force Majeure Event. "Force Majeure Event" is any cause beyond Intermedia's reasonable control or anticipation, including, without limitation, acts of war, acts of god, terrorism, earthquake, hurricanes, flood, fire or other casualty, embargo, riot, sabotage, labor shortage or dispute, governmental act, insurrections, epidemics, quarantines, inability to procure materials or transportation facilities, failure of power, restrictive governmental laws or regulations, condemnation, acts of third parties, failure of the Internet.

#### Entire Agreement; Third Party Beneficiaries

This EULA constitutes the entire agreement for provision of the Application to You and supersedes all other prior agreements and understandings, both written and oral, between You and Intermedia with

respect to the Application. You understand and agree that Intermedia and You intend to include, as the sole third party beneficiaries of this EULA, (a) Intermedia's vendors and licensors and, in the event of any breach of this EULA with all rights and remedies available as if such vendors and licensors were a party to this EULA and (b) the Intermedia Parties, all of whom may claim the benefit of the section above headed LIMITED WARRANTY; LIMITATION ON LIABILITY; THIRD- PARTY SERVICES. Save in the circumstances expressly referred to above or elsewhere in this EULA, a person who is not a party to this EULA shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this EULA. Intermedia and You may terminate, rescind or vary this EULA without the consent of any other third party.

**NOTICE REGARDING APPLE.** If You are using the Application on an iOS device, You acknowledge that You have read, understood, and agree to the following notice regarding Apple. This EULA is between You and Intermedia only, not with Apple, and Apple is not responsible for the Service and the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Service. In the event of any failure of the Service to conform to any applicable warranty, then You may notify Apple and Apple will refund any applicable purchase price for the Application to You; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Service. Apple is not responsible for addressing any claims by You or any third party relating to the Service or Your possession and/or use of the Service, including, but not limited to: (i) product liability claims; (ii) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third party claim that the Service and/or Your possession and use of the Application infringe that third party's intellectual property rights. You agree to comply with any applicable third party terms, when using the Service. Apple, and Apple's subsidiaries, are third party beneficiaries of this EULA, and upon Your acceptance of this EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce this EULA against You as a third party beneficiary of this EULA. You hereby represent and warrant that (i) You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties.