



END-USER LICENCE AGREEMENT

Section 1. Introduction

This Application is published by Axeten Ltd a company registered in England and Wales under company number 10113351 whose registered office is at 71-75 Shelton Street, Covent Garden, London WC1H 9JQ

This end-user licence agreement (EULA) is a legal agreement between you (either an individual or a single entity) and Axeten Ltd. and governs your use of the Axeten axe10app Application.

Axeten has the right to modify the name of the App within the term of the agreement and it shall remain valid regardless of any new branding.

By clicking "I agree" or otherwise taking any step to install or use the Axeten axe10app Application, you agree to be bound by the term of this EULA.

When you use the Axeten axe10app Application you must comply with all applicable UK laws and with any applicable international laws, including the local laws in your country of residence.

If you do not agree to the terms of this EULA, you may not install or use the application.

Section 2: Definitions

2.1. "You" or "Your" shall mean the entity or individual that installs and/or uses the application.

2.2. "Axeten" shall mean the owner and the provider of the application, Axeten Ltd.

2.3. "Supplier" shall mean a company that provides software/code.

2.4. "axe10app" shall mean the Axeten axe10app Application.



Section 3: Grant of Licence

Axeten grants you the following non-exclusive, non-transferable licence under copyright provided you agree and comply with all the terms and conditions of this EULA:

- 3.1. You may not use axe10app in any unlawful manner or in a manner which promotes or encourages illegal activity.
- 3.2. You may not alter in any manner or fashion of any nature whatsoever or otherwise separate component parts of axe10app.
- 3.3. You may not reverse engineer, decompile, disassemble or create derivative works of axe10app.
- 3.4. Reproduction and redistribution of axe10app is strictly prohibited for any and all reasons. Unauthorized reproduction and/or redistribution of axe10app or failure to comply with the above restrictions will result in automatic termination of this Agreement and will constitute immediate, irreparable harm to Axeten.
- 3.5. The axe10app is licensed, to you by Axeten. It is not sold to you.
- 3.6 Axeten owns all rights, title and interest in and to axe10app. You agree to refrain from any action that would diminish such rights or would call them into question.
- 3.7. The licence does not grant you permission to use the trade names, trademarks, service marks, or product names of Axeten, except as required for reasonable and customary use in describing the origin of axe10app.
- 3.8. You may not rent or lease axe10app to any other individual or entity for any reason.
- 3.9. You may not sub-licence axe10app to any other individual or entity for any reason.

Section 4: Upgrades and Additional Software

- 4.1. To use the upgraded version of axe10app, you must first be licensed for the original version of axe10app identified by Axeten as eligible for the upgrade.
- 4.2. This EULA applies to updates or supplements to the original version of axe10app provided by Axeten unless Axeten provides other terms along with the update or supplement.



Section 5. Tutorials. Video. Print Material

5.1. There is restricted distribution for tutorials, videos and print material.

5.2. You have no right to distribute the tutorials, videos and print material to any user that does not have licence to use axe10app.

5.3. Axeten reserves the right to acquire and store statistics relating to access of the tutorial material.

Section 6: Proprietary Rights and Intellectual Property

6.1. All intellectual property rights in axe10app and user documentation are owned by Axeten and are protected by law and copyright.

6.2. The structure, organization and code of axe10app are confidential information of Axeten.

6.3. You shall not remove any product identification, copyright notices or proprietary restrictions from axe10app.

6.4. No copyright is transferred to you through the licence.

6.5. Where your logo might display in axe10app, and in the reporting material, you shall not have acquired any rights to axe10app.

6.6. Axeten reserves the right to supply and support a single version of axe10app, that might display branding specific to you, only after login to axe10app.

Section 7: Disclaimer of Warranties and Limitations of Liability

7.1. To the maximum extent permitted by applicable law, Axeten provides axe10app “as is”, and hereby disclaim all other warranties and conditions, either express, implied, or statutory, including, but not limited to, warranties of title and non-infringement, any implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, and of lack of viruses all with regard to axe10app.



7.2. In no event does Axeten provide any warranty with respect to any third party hardware or software with which axe10app is designed to be used, and Axeten disclaims all liability with respect to any failures thereof.

7.3. To the maximum extent permitted by applicable law, in no event shall Axeten or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, for loss of data or other information, for business interruption, for personal injury, for loss of privacy arising out of or in any way related to the use of or inability to use axe10app, or otherwise in connection with any provision of this EULA), even if Axeten or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Section 8: Term and Termination

8.1. This EULA is effective for a recurring term of 1 calendar month.

8.2. This EULA is effective unless terminated or rejected.

8.3. Agreement is terminated where the monthly licence fee is not paid.

8.4. Agreement will automatically terminate if you fail to comply with any of the terms and conditions hereof.

8.5. In the event of termination, you must destroy all copies of axe10app.

Section 9: Third Party Licences

9.1. axe10app benefits from open source code made available to Axeten from the following suppliers:

Bootstrap: <https://github.com/twbs/bootstrap/blob/v4-dev/LICENSE>

Hopschotch: <https://github.com/linkedin/hopscotch/blob/master/LICENSE>

jQuery & jQuery UI: <https://jquery.org/license>



Tinymce: <https://github.com/tinymce/tinymce/blob/master/LICENSE.TXT>

Autosize: <https://github.com/jackmoore/autosize/blob/master/LICENSE.md>

Exif-js: <https://github.com/exif-js/exif-js/blob/master/LICENSE.md>

jQuery XMLRPC: <https://github.com/timheap/jquery-xmlrpc/blob/master/LICENSE>

Section 10: Governing Law and Jurisdiction

10.1. This EULA, and any disputes or claims arising out of, or in connection with it, or its subject matter or formation (including non-contractual disputes or claims) is governed by, and construed in accordance with, the law of England.