**END USER LICENSE AGREEMENT**

By installing the Software (or permitting it to be installed) or using the Software, the Client agrees to be bound by the terms of this EULA.

1. Introduction
	1. This end user license agreement (“**EULA**”) is between:
		1. [sa.global Entity], incorporated and registered in [sa.global Country], company number [sa.global Company Number], having its office at [sa.global Address] (“**Supplier**”); and
		2. the corporate entity (“**Client**”) that has subscribed for sa.global Software in an order form, master services agreement, statement of work and/or any contract executed by the Supplier and the Client and referring to this EULA (the “**Order**”), and

the Supplier and the Client are together the “**Parties**”.

* 1. This EULA is effective from the commencement date described in the Order (the “**Effective Date**”) and shall continue for the term set out in the Order unless terminated earlier in accordance with this EULA (the “**Subscription Period**”).
1. License
	1. Subject to the terms of this EULA, and in consideration for the payment of the fees for the Software as specified in the Order (“**Fees**”), the Supplier grants the Client a non-exclusive, worldwide, and non-transferable right (without the right to grant sublicences) to use the Software solely for its internal business use, in each case during the Subscription Period only and subject to the conditions of use in clauses ‎2.2 to ‎2.4 (the “**License**”). The Client acknowledges and agrees that the Software has been licensed for use and not sold to the Client.
	2. The Client shall not:
		1. where the Software is purchased according to a number of User Subscriptions, authorize more Authorized Users to access the Software than such number of User Subscriptions;
		2. permit any User Subscription to be used by more than one individual Authorized User;
		3. permit anyone to access the Software who is not an Authorized User;
		4. convert any Software to any programming language or format or copy, adapt, reverse engineer, de-compile, disassemble, modify, adapt or make error corrections to any Software;
		5. circumvent, disable, or otherwise interfere with any security related features of any Software (including features that enforce limitations of use or prevent copying);
		6. access or use the Software to: (i) build a product or service which competes with the Software or the business of the Supplier; or (ii) provide services or products to a third party without the Supplier’s prior written consent;
		7. remove any trademark, copyright notice or any other proprietary notice from the Software;
		8. make any copies of the Software, except: (i) where multiple instances (e.g. test, production, etc.) have been agreed in an Order; and (ii) for one copy only in accordance with this EULA solely and exclusively for internal security purposes, by marking such copy as back-up copy; or
		9. use the Software in any way that is not expressly agreed by the Parties under this EULA and the Order, or permitted by applicable law incapable of exclusion by the Parties.
	3. Where the Software is purchased according to a number of User Subscriptions, Client may request to purchase additional User Subscriptions at the Supplier’s standard rates in effect at the time the additional User Subscriptions are added.
	4. The Client shall:
		1. comply with all applicable laws (including, without limitation, US, EU and UK export control laws), regulations and binding codes of practice with respect to its activities under and in connection with this EULA;
		2. comply with the reasonable requests of the Supplier in connection with the operation of the Software; and
		3. be responsible for all acts and omissions of Authorized Users as if they were its own acts and omissions.
2. Warranty
	1. The Supplier warrants that the Software will conform to the Order in all material respects for a period of 90 days beginning on the Effective Date (any minor discrepancies between the functions of the Software and the Software Description shall not be considered material).
	2. If the Supplier breaches the warranty set out in clause ‎3.1, then Supplier will (as the Client’s sole and exclusive remedy) use reasonable efforts to remedy the non-conformity as soon as reasonably practicable.
	3. The Client acknowledges that the Software’s functionality and performance are conditioned on the Client complying with the minimum technical requirements specified in the Order. It is the Client’s sole responsibility to maintain any third party software or services advised by the Supplier (including the Client’s Microsoft software).
3. Fees

The Supplier will invoice the Client for the Fees in accordance with the Order. The Client will pay the Supplier’s invoices within thirty (30) days of the date thereof or as may be otherwise agreed in the Order.

1. Disclaimer
	1. Save as expressly set out in this EULA and the Order, the Supplier gives no warranties, representations or other commitments to the Client as to the functionality, performance, transmission speeds, content, latency, accuracy and/or interoperability of the Software. The Supplier does not warrant or represent that use of the Software will be uninterrupted or error-free or that information obtained by the Client through the Software will meet the Client’s requirements.
	2. Save as expressly set out in this EULA, all warranties, representations, and other commitments (whether written or oral, express or implied by statute, common law, custom, trade usage, course of dealing or otherwise, including as to satisfactory quality, fitness for a particular purpose or use, accuracy, adequacy, completeness or timeliness) are hereby excluded to the fullest extent permitted by applicable law.
	3. The Supplier shall have no liability under this EULA for any Losses caused by:
		1. use of the Software contrary to the Supplier's instructions or user documentation (including being combined or used with software not approved in writing by the Supplier), the Order or this EULA;
		2. modification or alteration of the Software by any party other than the Supplier or the Supplier’s duly authorized contractors or agents;
		3. Client modifications to, or use of, the Client’s computing systems;
		4. any alteration to the configuration of the Software not approved in writing by the Supplier; or
		5. the Client’s failure to maintain any third party software or services as advised by the Supplier (including the Client’s Microsoft software).
2. Updates and New Versions
	1. Unless (and only to the extent) specified in an Order, the Supplier is not obliged to furnish the Client with any modifications, enhancements, upgrades, and/or releases of the Software. Any updates to the Software are released at the Supplier’s sole discretion.
	2. The Supplier shall not be responsible for obsolescence of the Software that may result from changes in the Client’s requirements, computing environment or any other event beyond the control of the Supplier. Client may be required to provide the Supplier with access to its Microsoft Azure environment running the Software and maintain such access. The Supplier will use the access to push updates to the Software using a standard Azure DevOps process. Client will ensure that the Supplier has sufficient access rights to allow Software updates to be deployed and Client will not interrupt or block the update process.
3. Confidentiality
	1. The Client shall keep the Supplier’s Software confidential, using at least the same protective measures as for its own confidential information, and not use such confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this EULA and the Order.
	2. The Client may disclose the Supplier’s Software:
		1. to its employees, officers, representatives, consultants, subcontractors and professional advisers who need to know such information in connection with this EULA and the Order, provided that each recipient is bound by substantially similar confidentiality terms as in this EULA; and
		2. as strictly required by applicable law.
4. Intellectual Property Rights
	1. The Supplier and/or its licensors own all Intellectual Property Rights in the Software, the Software Description, all materials provided and/or made available in connection with the Software and any/all adaptations, add-ons, modifications, updates, and/or enhancements to the Software and such materials (including at the request and/or suggestion of the Client or an Authorized User) (together, the “**Supplier’s IPR**”).
	2. Except as expressly stated in this EULA, the Client shall have no right or interest in the Supplier’s IPR.
	3. The Client acknowledges and agrees that the Software comprises commercially valuable, proprietary assets and trade secrets of the Supplier and/or its licensors, the design and development of which reflect the effort of skilled developers and the investment of considerable time and money by and/or on behalf of the Supplier.
	4. If (at any time): (a) through use of the Software; or (b) by operation of applicable law; or (c) otherwise, the Client (or an Authorised User) comes to own Intellectual Property Rights in the Supplier IPR, the Client shall (promptly on request from the Supplier and without delay) assign (or procure the assignment of) such Intellectual Property Rights to the Supplier and to the extent permitted by applicable law, waive (or procure the waiver of) all moral rights (and analogous rights) worldwide in connection with such Intellectual Property Rights.
5. Indemnity
	1. Subject to clauses ‎9.2, ‎9.3 and ‎9.4, the Supplier shall indemnify and hold harmless the Client against any claim made against it by a third party to the extent that such claim alleges that the Client’s use of the Software in accordance with this EULA infringes such third party’s Intellectual Property Rights (the “**Supplier Indemnity**”).
	2. The Supplier Indemnity shall only apply if the Client:
		1. promptly notifies the Supplier in writing of any such claim;
		2. provides reasonable co-operation to the Supplier in the defense and settlement of such claim;
		3. takes all reasonable and timely action necessary to mitigate all loss, damage, costs and expenses incurred by the Client as a result of such claim (including such reasonable actions as the Supplier may request to avoid, dispute, resist, appeal, compromise or defend any such claim); and
		4. gives the Supplier sole authority to conduct, defend and/or settle the claim.
	3. In the event of a third party infringement claim relating to the Supplier Indemnity, the Supplier may: (i) procure the right for the Client to continue using the Software, (ii) replace or modify the Software so that it becomes non-infringing or, if such remedies are not commercially reasonably available, (iii) terminate this EULA on notice to the Client without any additional liability to the Client.
	4. The Supplier Indemnity shall not apply if the third party claim is based on:
		1. a modification of the Software by anyone other than the Supplier or its representatives; or
		2. use of the Software in a manner contrary to this EULA, the Order, the Software Description or the instructions given to the Client by the Supplier.
	5. This Clause ‎9 sets out the Client’s sole rights and remedies, and the Supplier’s sole obligation in respect of infringement of any third party Intellectual Property Rights.
6. Termination
	1. Without affecting any other right or remedy available to it, a Party may terminate this EULA with immediate effect on giving written notice to the other Party if the other Party commits a material breach of this EULA or the Order that is irremediable or, if such breach is remediable, is not so remedied within thirty (30) calendar days from written notice requiring remedy of the material breach.
	2. The Supplier may terminate this EULA if the Client: (i) or an Authorized User, commits any breach of clauses ‎2 (Licence) and/or ‎7 (Confidentiality), or misuses or infringes the Supplier’s IPR; or (ii) fails to pay the Fees by the payment due date (as described in the Order).
	3. The Supplier may terminate this EULA at any time [after the end of the Subscription Period] if it wishes to discontinue the Software, provided that: (i) [in deciding to terminate this EULA pursuant to this Clause ‎10.3, the Supplier treats Client in a manner consistent with the Supplier’s other similarly situated customers; and] (ii) the Supplier gives Client no less than [6] months’ prior written notice of termination.
	4. On termination or expiry of this EULA for any reason: (i) all rights and licenses granted under this EULA shall immediately terminate and the Client must cease using the Software and, promptly thereafter, delete all copies thereof and confirm the same to the Supplier in writing; and (ii) the Client will make no further use of the Supplier’s Confidential Information.
	5. Termination or expiry of this EULA (howsoever occurring) shall be without prejudice to any rights or liabilities which may have accrued up to the date of such termination or expiry, and shall not affect the coming into force or the continuance in force of any of its provisions which are expressly or by implication intended to come into or continue in force on or after such termination or expiry.
	6. Cross-termination is not permitted: termination or expiry of this EULA does not result in the termination of any Master Services Agreement, sa.go! Contract or other agreement Client may have with Supplier or its affiliates.
7. Liability
	1. Nothing in this EULA shall limit or exclude either Party's liability to the other to a greater extent than is permitted under applicable law for Losses resulting from:
		1. death or personal injury caused by negligence;
		2. fraud or fraudulent misrepresentation; or
		3. any matter in respect of which Losses may not be limited or excluded under applicable law.
	2. Subject to clause ‎11.1‎11.1, the Supplier shall not be liable under any and all causes of action (whether such causes of action arise in contract (including under any indemnity or warranty), in tort (including negligence or for breach of statutory duty) or otherwise) under or in connection with this EULA for Losses that comprise (i) (whether direct or indirect in each case) loss of profit, revenue, anticipated savings, loss of contract or business opportunity, loss or depletion of goodwill, or wasted expenditure or (ii) any other indirect or consequential loss.
	3. Subject to clause ‎11.1, the Supplier’s total aggregate liability to the Client in each Contract Year arising out of or in connection with this EULA and in respect of all causes of action (whether such causes of action arise in contract (including under any indemnity or warranty), in tort (including negligence or for breach of statutory duty) or otherwise) arising in that Contract Year (as determined at the date when the event giving rise to the cause of action arose) shall not exceed the total Fees paid by the Client to the Supplier in respect of the Contract Year in question.
8. General
	1. **Audit**: The Supplier may audit (either remotely or on site) Client’s use of the Software to monitor: (i) Client’s compliance with this EULA; and (ii) that the number of Authorized Users does not exceed the purchased User Subscriptions.
	2. **Survival**: Any provision of this EULA that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this EULA including clauses ‎4, ‎5, ‎7, ‎8, ‎11, ‎12 and ‎13 shall remain in full force and effect.
	3. **Variations**: No variation of this EULA shall be effective unless it is agreed in writing by the Parties.
	4. **No Waiver**: No failure or delay by a Party to exercise any right or remedy 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.
	5. **Severability**: If any provision (or part of a provision) of this EULA 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.
	6. **Notices:** Any notice given to a Party under or in connection with this EULA shall be in writing and shall be delivered by: (a) hand or registered mail or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or (b) except with respect to the service of legal proceedings, e-mail to the email addresses specified in the Order. Any such notice shall be deemed to have been received: (x) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; (y) if sent by registered mail or other next working day delivery service, at 9.00 am on the second business day after posting or at the time recorded by the delivery service; or (z) if sent by e-mail, upon the generation of a receipt notice by the recipient's server or, if such notice is not generated, provided that no bounceback is received.
	7. **Entire Agreement**: This EULA constitutes the whole agreement between the Parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover. Each of the Parties acknowledges and agrees that in entering into this EULA 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 this EULA or not) relating to the subject matter of this EULA, other than as expressly set out in this EULA. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this EULA.
	8. **Assignment**: Client may only assign any of its rights under this EULA with the Supplier’s prior written consent. The Supplier may assign or otherwise deal with its rights under this EULA.
	9. **No Third Party Rights**: This EULA does not confer any rights on any person or party (other than the Parties to this EULA).
	10. **No Partnership**: Nothing in this EULA or use of the Software is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party the agent of the other Party, nor authorize a Party to make or enter into any commitments for or on behalf of the other Party.
	11. **Governing Law & Jurisdiction**: This EULA and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with laws of [Jurisdiction] and the courts of that locale will have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this EULA or its subject matter or formation.
9. Interpretation
	1. In this EULA:
		1. headings are for convenience only and shall not affect its interpretation;
		2. any obligation on a Party not to do something, includes an obligation not to permit that thing to be done; and
		3. any list, word, or phrase following the words including, include, in particular, for example, or any such similar expression shall be construed as having the phrase without limitation following them.
	2. The following definitions apply in this EULA:
		1. “**Authorized User**”the employees and representatives of the Client that the Client has authorized to access the Software.
		2. “**Contract Year**” each successive period of twelve (12) calendar months from the Effective Date;
		3. “**Intellectual Property Rights**” all patents, any extensions of the exclusivity granted in connection with patents, petty patents, utility models, registered designs, rights in inventions, copyrights, design rights, moral rights, publication rights, database rights, trade and service marks, rights in trade names, business names, brand names, get-up, logos, domain names and URLs, rights in know-how, trade secrets and confidential information, data exclusivity rights; and all other forms of intellectual property right having equivalent or similar effect to any of the foregoing, and applications for any of the foregoing (including, but not limited to, continuations, continuations-in-part and divisional applications), and the right to apply for and be granted any of the foregoing, which may exist anywhere in the world.
		4. “**Losses**” means all losses, liabilities, damages, costs, charges, and reasonably incurred expenses (including management time, legal fees, other professional advisers’ fees, and costs and disbursements of investigation, litigation, settlement, judgment, interest, fines, penalties and remedial actions).
		5. “**Software**” the software (and any and all materials and documentation made available by the Supplier in connection with the use of the Software, including the Software Description) licensed to Client under this EULA as set out in the Order.
		6. “**User Subscription**” if applicable, an individual user subscription purchased by the Client from time to time for use by an Authorized User.