

# Graydon

# Terms and conditions EULA

---

# Index

Art. 1	Definitions	3
Art. 2	Provision and use of services	4
Art. 3	Proprietary rights	4
Art. 4	Warranties	4
Art. 5	Infringement	5
Art. 6	Confidentiality	5
Art. 7	Termination	5
Art. 8	Limitations and exclusions of liability	6
Art. 9	Miscellaneous provisions	6

---

## PLEASE READ THESE LICENCE TERMS CAREFULLY!

This licence agreement (Licence) is a legal agreement between you (Customer) and TruNarrative Limited ("TruNarrative"), whose registered office is at The Leeming Building, Vicar Lane, Leeds, LS2 7JF, United Kingdom (TruNarrative) for certain software applications and platforms which it makes available to subscribers via the internet on a pay-per-use basis for the purpose and online documentation.

We license use of the TruNarrative Platform and Documentation to you on the basis of this Licence. We do not sell the TruNarrative Platform or Documentation to you. We remain the owners of the TruNarrative Platform and Documentation at all times.

This licence is part of the agreement between you (Customer) and Graydon UK Ltd.

### Article 1 Definitions

(A) For the purposes of this Licence, the following capitalised words have the following meanings:

**"Affiliate"** means any business entity from time to time controlling, controlled by or under common Control with either party.

**"Apps"** means the online software applications and/ or services provided by third-parties and which are accessed by the Customer via the TruNarrative Platform or agreed between the parties.

**"Apps Terms"** means any additional terms and conditions in respect of the use by the Customer of an App and which are set out in the Exhibit or as agreed in writing between the parties from time to time. "Confidential Information" has the meaning ascribed to it in Clause 6.1.

**"Configuration"** means the functions and features implemented in the TruNarrative Platform and/or Services by/or for the Customer and all derivative works thereof or improvements or enhancements thereto.

**"Control"** means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of the entity in respect of which the determination is being made, through the ownership of more than 50% of its voting or equity securities.

**"Customer Data"** means any data or other information owned or controlled by Customer which is used for the purpose of using the Services but which for the avoidance of doubt excludes the Configurations and the Journeys.

**"Customer Materials"** means any software, documentation, Customer Data, hardware, tools, or any other materials, information or intellectual property owned, leased or licensed by Customer, and that Customer delivers to TruNarrative or to which Customer provides TruNarrative with access, for use by TruNarrative in its performance of the Services but which for the avoidance of doubt excludes the Configurations and the Journeys.

**"Customer IP"** means all of Intellectual Property Rights in the Customer Materials and Customer Confidential Information.

**"Data Protection Legislation"** means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679) ("GDPR"); the Data Protection Act 2018;

the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018.

**"Documentation"** means the documentation and manuals provided to Customer by TruNarrative regarding use of the TruNarrative Platform, including additional, updated or revised documentation, if any.

**"Intellectual Property Rights"** means all trade secrets, patents and patent applications, trade marks (whether registered or unregistered and including any goodwill acquired in such trade marks), service marks, trade names, copyrights, moral rights, database rights, design rights, rights in know-how, rights in Confidential Information, rights in inventions (whether patentable or not) and all other intellectual property and proprietary rights (whether registered or unregistered, any application for the foregoing, and all rights to enforce the foregoing), and all other equivalent or similar rights which may subsist anywhere in the world.

**"Module"** means the particular service offering for which the Customer subscribes as part of the Subscription Services

**"Personal Data"** means personal data as defined in the Data Protection Legislation. "Subscription Services" means the Modules to which Customer subscribes via a third-party reseller of the TruNarrative Platform.

**"TruNarrative Platform"** means the Website, the online software applications (excluding the Apps) and Documentation together with other computer software programs, networks and equipment that TruNarrative uses to make the Subscription Service available to its customers as an on-line subscription offering.

**"User"** means any individual who is an employee or independent contractor of Customer or its Affiliates or, to the extent providing services to Customer, is an employee of such service provider, and who is authorised by Customer to use the TruNarrative Platform. Authorised Users means a User who has been prescribed with unique user credentials (consisting of a user ID and password).

**"Website"** means the website accessed via <https://www.trunarrative.cloud>.

The following words will be interpreted as follows:

- (i) "or" connotes any combination of all or any of the items listed;
- (ii) "including" is used to refer to an example or begins a list of items, such example or items will not be exclusive;
- (iii) "specified" requires that an express statement is contained in the relevant document; and
- (iv) "will" is, unless the context requires otherwise, an expression of command, not merely an expression of future intent or expectation.

**1.1 Construction.** The terms and conditions of this Licence apply to the provision of the Subscription Services under the Licence.

---

## **Article 2 PROVISION AND USE OF SERVICES**

### **2.1 Subscription Services**

**2.1.1** Customer will be responsible for establishing and managing Customer's use of the Subscription Services, including the creation of usernames and passwords to access Customer's account and maintaining the status of its User base. Customer will safeguard all User authentication credentials in its possession or under its control. Customer is responsible for all activities that occur under its account. Customer will notify TruNarrative immediately if Customer believes an unauthorised third party may be using Customer's account or if Customer's account information is lost or stolen. The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify TruNarrative.

**2.1.2** TruNarrative will use commercially reasonable endeavours to make the Subscription Services (excluding the Apps) available to Customer. TruNarrative is not responsible for and shall not be liable for any failure on the part of an Apps provider to make the Apps available other than any provided by TruNarrative itself.

**2.1.3** Customer will ensure that its Users, its Affiliates, any third-party service providers, it engages and its and their employees, agents and representatives comply with Customer's obligations under this Licence, and Customer is responsible for their acts and omissions relating to this Licence as though they were Customer's own. The Customer shall ensure that its network and systems comply with the relevant specifications provided by TruNarrative from time to time. The Customer shall be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to TruNarrative's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

**2.1.4** The Customer shall comply with any applicable Apps Terms.

**2.2** TruNarrative may suspend and/or terminate Customer's right to access or use any portion of the Subscription Services immediately upon notice to Customer if TruNarrative determines that Customer's, its Affiliates', or its or their Users' use of the Subscription Services (i) poses a security risk to the Subscription Services or any third-party, (ii) may adversely impact the Subscription Services, or the networks or data of any other TruNarrative service provider, customer or business partner, (iii) does not comply with applicable law, (iv) may subject TruNarrative or any third-party to liability.

## **Article 3 PROPRIETARY RIGHTS**

**3.1** Subject to the terms and conditions of this Licence and any Apps Terms, TruNarrative hereby grants to Customer a non-exclusive, non-transferable, limited license, without right to sub-licence, to access and use the Subscription Services, solely for Customer's internal business operations. TruNarrative reserves all other rights not expressly granted in this Licence.

**3.2** Subject to the terms and conditions of this Licence, Customer hereby grants to TruNarrative a non-exclusive, royalty-free licence, to use the Customer Materials as necessary to perform the Subscription Services.

**3.3** Ownership of Intellectual Property Rights.

**3.3.1** Customer will retain (i) all of its rights in the Customer Materials and Customer Confidential Information. As between Customer and TruNarrative, Customer will be the sole owner of (i) all Inventions owned, created or conceived and reduced to practice by Customer or its other suppliers other than to the extent they form part of a Configuration or Journey

(ii) any Deliverables with respect to which the parties agree Customer is to be the owner, as explicitly agreed in a written document (such as a SOW) executed by Customer and TruNarrative (such deliverables, "Assigned Deliverables"); and (iii) all Intellectual Property Rights therein. Items (i)-(iii) are collectively referred to as "Customer IP". Customer grants no licences to TruNarrative to use the Customer IP except as expressly specified in this Licence.

**3.3.2** TruNarrative will retain all of its rights in the TruNarrative Confidential Information. As between TruNarrative and Customer, TruNarrative will be the sole owner of the TruNarrative Platform and all Intellectual Property Rights therein from time to time; collectively referred to as "TruNarrative IP". TruNarrative grants no licences to Customer to use the TruNarrative IP except as expressly specified in this Licence.

**3.4** Customer will not: (i) except to the extent, if any, permitted by applicable law or required by TruNarrative's licensors, reverse assemble, reverse engineer, decompile or otherwise attempt to derive source code from any of the TruNarrative Platform; (ii) reproduce, modify, or prepare derivative works of any of the TruNarrative Platform or Documentation; (iii) distribute or display any of the TruNarrative Platform or Documentation other than to Users; or (iv) share, rent or lease the Subscription Services, or use the Subscription Services to operate any timesharing, service bureau or similar business.

## **Article 4 WARRANTIES**

**4.1** TruNarrative warrants to Customer that during the Subscription Term, the TruNarrative Platform, in the form provided by TruNarrative, will substantially conform in all material respects to its applicable technical and functional specifications set out in the Documentation.

**4.2** If the TruNarrative Platform fails to conform to the warranty in clause 4.1, the Customer's exclusive remedy and TruNarrative's sole obligation will be to correct the nonconformance at no additional charge.

**4.3** Without limiting the foregoing, TruNarrative does not warrant that the TruNarrative Platform, or Subscription Services are completely free from all bugs, defects, errors, or omissions. The warranties in this Clause 4 will automatically abate to the extent that the TruNarrative Platform have been modified by persons other than TruNarrative's authorised employees or representatives, or other than at TruNarrative's express direction. The warranties in this Licence are for the sole benefit of Customer, and may not be extended to any other person or entity.

**4.4** TruNarrative makes no representation or warranty in connection with the TruNarrative Platform, or Subscription Services, except as expressly so set out in this Clause 4. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS SPECIFICALLY WARRANTED IN THIS CLAUSE 4, TRUNARRATIVE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY

---

IMPLIED WARRANTY OF NON-INFRINGEMENT OR IMPLIED OBLIGATION TO INDEMNIFY FOR INFRINGEMENT, ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, AND ANY STATUTORY REMEDY.

## **Article 5 INFRINGEMENT**

**5.1** TruNarrative will have no obligation with respect to any infringement or misappropriation claim to the extent based upon (i) any use of the TruNarrative Platform, or Subscription Services not in accordance with their applicable licence rights, (ii) the combination of the TruNarrative Platform or Subscription Services with other products, equipment, software, services or data not supplied by TruNarrative where the infringement would not have occurred but for such combination, (iii) TruNarrative's compliance with Customer's specifications, configuration requirements, or other instructions, (iv) any modification of the TruNarrative Platform or Subscription Services not made by TruNarrative or at its express direction, (v) any Customer Materials or (vi) any Apps.

**5.2** If any third party makes any claim against TruNarrative that TruNarrative's use of any Customer Materials in accordance with this Licence infringes any patent or trade mark, or infringes or violates any copyright, privacy right or data protection right, or results from any misappropriation by Customer of such third-party's trade secrets or privacy rights then, upon notification of such claim, Customer will, at its sole cost and expense, defend TruNarrative against such claim and any related proceeding brought by such third-party against Customer. Customer will indemnify TruNarrative from and against all damages finally awarded against TruNarrative or agreed to be paid by TruNarrative resulting from the Customer's infringement.

**5.3** Customer will defend and indemnify TruNarrative from and against any claims, damages, losses, judgments, fines, penalties, liabilities, costs, and expenses (including reasonable legal fees) arising out of or in connection with any noncompliance with any applicable law for which Customer, Customer's Users, or Customer's Affiliates are responsible.

## **Article 6 CONFIDENTIALITY**

**6.1** Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any Affiliate of the other party, except as permitted by clause 6.2.

**6.2** Each party may disclose the other party's confidential information:

**6.2.1** to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 6; and

**6.2.2** as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

**6.2.3** No party shall use any other party's confidential information for any purpose other than to perform its obligations under this Services Agreement.

**6.3** The terms of confidentiality under this Licence will not limit either party's right to independently develop or acquire products, software or services without use of or reference to the other party's confidential information.

**6.4** Protection of Customer Data.

**6.4.1** Data Processing Approvals. Customer is solely responsible for obtaining and will obtain all necessary consents, licences and approvals for the processing of any Customer Data as part of the Subscription Services. If TruNarrative processes any Personal Data on the Customer's behalf when performing its obligations under this Licence, the parties record their intention that the Customer shall be the data controller and the Supplier shall be a data processor and in any such case:

**6.4.1.1** the Customer acknowledges and agrees that the Personal Data may be transferred or stored outside the EEA or the country where the Customer and the Users are located in order to carry out the Subscription Services and TruNarrative's other obligations under this Licence;

**6.4.1.2** the Customer shall ensure that the Customer is entitled to transfer the relevant Personal Data to TruNarrative so that TruNarrative may lawfully use, process and transfer the Personal Data in accordance with this Licence on the Customer's behalf;

**6.4.1.3** the Customer shall ensure that the relevant third-parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation.

**6.4.2** TruNarrative will be liable for any unauthorised access to Customer Data by third-parties only to the extent resulting from TruNarrative's failure to adhere to the TruNarrative Security Program, or from TruNarrative's negligence or fraudulent misconduct. The provisions of this Clause 6.4.2 apply notwithstanding any provision of this Licence or any other agreement between TruNarrative and Customer (or any Affiliate of Customer) to the contrary.

## **Article 7 TERMINATION**

**7.1** Without limiting its other rights or remedies, either party may terminate this Licence with immediate effect by giving written notice to the other party if:

**7.1.1** the other party commits a material breach of any term of this Licence and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so Customer's failure to pay any fees and expenses within 15 days of TruNarrative notifying Customer of the overdue payment, which notice may include informing Customer's representative of the overdue payment in writing (including by email), will constitute a material breach of this Licence;

**7.1.2** the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

**7.1.3** the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

**7.1.4** the other party's financial position deteriorates to such an extent that in the terminating party's opinion the

---

other party's capability to adequately fulfil its obligations under this Licence has been placed in jeopardy.

**7.2** This Licence shall automatically terminate upon the termination of the TruNarrative agreement with the third-party reseller of the Subscription Services to the Customer.

**7.3** Any provision of this Licence that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

**7.4** Termination of this Licence or of any Subscription Services will not relieve Customer from any obligation to pay fees or reimburse expenses for Subscription Services performed prior to termination. Upon termination of this Licence, all sums invoiced by TruNarrative shall be immediately due and payable.

**7.5** TruNarrative will provide Customer with an export file of, or access for export purposes to, Customer Data stored on the TruNarrative Platform if, within 30 days of any termination, Customer notifies TruNarrative of Customer's request for export rights. In the absence of such notification, TruNarrative will at its discretion either destroy or overwrite such Customer Data within a reasonable period of time following termination of the Order Schedule, subject to conformance with TruNarrative's backup and data retention policies.

## **Article 8 LIMITATIONS AND EXCLUSIONS OF LIABILITY**

**8.1** Nothing in this Licence shall limit or exclude either party's liability for death or personal injury caused by its negligence; or for fraud or fraudulent misrepresentation; or any other liability that may not be excluded or limited by law.

**8.2** SUBJECT TO CLAUSE 8.1, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY, OR TO ANY THIRD-PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE (INCLUDING DAMAGES FOR LOSS OF DATA OTHER THAN PERSONAL DATA, GOODWILL, DIRECT OR INDIRECT PROFITS, INVESTMENTS, USE OF MONEY OR USE OF FACILITIES; INTERRUPTION IN USE OR AVAILABILITY OF DATA; STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF (i) THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT OR SOFTWARE, PRODUCTS OR SUBSCRIPTION SERVICES PROVIDED HEREUNDER, OR (ii) ANY CLAIM, CAUSE OF ACTION, BREACH OF CONTRACT OR ANY EXPRESS OR IMPLIED WARRANTY, UNDER THIS AGREEMENT OR OTHERWISE, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT. Any amounts payable to a third-party pursuant to a judgment or agreed to in a settlement approved in writing by an indemnifying party in connection with an indemnification obligation under this Licence shall be deemed direct damages for purposes of this Clause 8.2.

**8.3** Subject to Clause 8.1 and 8.2, TruNarrative's entire liability arising out of this Licence will in no event exceed £20,000 (twenty thousand pounds), regardless of whether any action or claim is based in contract, misrepresentation, warranty, indemnity, negligence, strict liability or other tort or otherwise.

**8.4** Customer agrees that these exclusions and limitations apply even if the remedies are insufficient to cover all of the losses or damages of Customer, or fail of their essential purpose and that without these limitations the fees for the Subscription Services would be significantly higher.

## **Article 9 MISCELLANEOUS PROVISIONS**

**9.1 Publicity.** Provided that TruNarrative complies with any trade mark usage requirements notified to it by Customer, TruNarrative may refer to Customer as one of TruNarrative's customers and use Customer's logo as part of such reference. Upon execution of this Licence, TruNarrative may either (i) issue a press release announcing the relationship between TruNarrative and Customer, or (ii) submit a joint press release to Customer for Customer's approval, such approval not to be unreasonably withheld or delayed. Customer agrees to be a reference account for TruNarrative, provided, however, that TruNarrative will provide Customer with reasonable notice and obtain Customer's consent before scheduling any reference calls or site visits.

**9.2 Force Majeure.** If the performance of this Licence is adversely restricted or if either party is unable to conform to any warranty by reason of any circumstances beyond the reasonable control and without the fault or negligence of the party affected, then, except with respect to obligations to pay any fees or expenses, the party affected, upon giving prompt written notice to the other party, will be excused from such performance on a day-to-day basis to the extent of such restriction (and the other party will likewise be excused from performance of its obligations on a day-to-day basis to the extent such party's obligations relate to the performance so restricted); provided, however, that the party so affected will use all commercially reasonable endeavours to avoid or remove such causes of non-performance and both parties will proceed whenever such causes are removed or cease.

**9.3 Severability; Invalidity.** If any provision (or part of a provision) of this Licence 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 provisions would be valid, enforceable or legal if some part of it were deleted, the provisions shall apply with whatever modification is necessary to give effect to the commercial intentions of the parties.

**9.4 Waiver.** No failure or delay by a party to exercise any right or remedy provided under this Licence or by law 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. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any right or remedy.

**9.5 Third Parties.** Except as expressly set out in this Licence, no provisions of this Licence are intended nor will be interpreted to provide or create any third-party beneficiary rights or any other rights of any kind in any other party. Notwithstanding the foregoing, TruNarrative's suppliers of products and services furnished hereunder will enjoy the same disclaimers of warranty, limitations on liability and similar exclusionary provisions with respect to such products and services as does TruNarrative and the provider of any Apps shall be entitled to enforce the Apps Terms.

**9.6 Assignment.** Neither party may assign any of its rights or obligations under this Licence without the prior written consent of the other, which will not be unreasonably withheld, conditioned or delayed, however TruNarrative may assign or delegate some or all of its rights and obligations under this Licence to any of its Affiliates, or to an entity to which it has merged, or that acquires all of its assets. Subject to the foregoing restriction on assignment by Customer, this Licence will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

---

**9.7 Notices.** Any notice or other communication under this Licence given by either party to the other party will be deemed to be properly given if given in writing and delivered by certified or registered mail, or insured courier, return receipt requested, to the appropriate party at the address set out on the signature page of this Licence and with the appropriate postage affixed; furthermore, to the extent permissible under applicable law, each party may communicate with the other by electronic means and such communication is acceptable as a signed writing. Either party may change its address for receipt of notice by notice to the other party in accordance with this clause 9.7. Notices are deemed given 3 business days following the date of mailing or 1 business day following delivery by a courier.

**9.8 Entire Agreement.** This Licence constitutes and embodies the entire agreement and understanding between the parties with respect to the subject matter and supersedes all prior or written, electronic or oral communications, representations, agreements or understandings between the parties with respect thereto. This Licence may not be modified or amended except by a written instrument executed by both parties.

**9.9 Governing Law and Courts.** This Licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

**Graydon UK**  
**2nd Floor – Hygeia Building**  
**66 College Road**  
**Harrow, Middlesex**  
**HA1 1BE**

**[www.graydon.co.uk](http://www.graydon.co.uk)**