

# LicenceOne Terms of Service

Effective as of 04 August 2020

Please, please, please read these Terms carefully.

By using the App you will be agreeing to these Terms, forming a legally binding agreement between you and LicenceOne. You will be prompted to read these Terms and agree to be bound them upon creating an Account and notified via email upon any changes to the Agreement. If you do not agree to the Terms, you should not access the App.

LicenceOne is a simplified joint-stock company (société par actions simplifiée) registered with the La Rochelle Trade and Companies Register (no. 833 703 464), and headquartered at 101 rue Gambetta - 17000 La Rochelle, France.

For any legal requests, questions and notices you can write a letter to our headquarters addressed to "Legal Dept." or send an email to [legal@licenceone.com](mailto:legal@licenceone.com).

## Definitions

To help you navigate this document we have outlined some of the key definitions of words we'll use throughout. We'll make them stand out by capitalising the first letter of the word from hereon in.

<b>"LicenceOne", "We", "Us", "Our"</b>	LicenceOne SAS the company and legal entity
<b>"App" or "Service"</b>	The online software subscription management platform by LicenceOne, accessible through our website <a href="https://www.app.licence.one">https://www.app.licence.one</a>
<b>"Additional Services"</b>	Consulting, training, and development services provided by LicenceOne that falls outside of the scope provided for in the App
<b>"You", "Your", "Customer"</b>	You, the company as a legal entity or a legal representative of it
<b>"Agreement"</b>	This document that outlines our relationship together which you will have to agree to be bound by to use our Services
<b>"Account"</b>	The unique account access credentials that are provided to you to gain access and log into the App
<b>"Terms"</b>	This document, our Terms of Service
<b>"Feedback"</b>	Any feedback, suggestions, comments, input or other feedback provided by the Customer on the App or Additional Services
<b>"Content"</b>	Information that you input into the App either manually or via a synchronisation with a third-party service provider, including but not limited to; your name, company name, email address, and payment amounts
<b>"Agreement Term"</b>	The time period during which you and LicenceOne agree to be bound by the Terms

# 1. Service provision

## a. Eligibility

In order to use our Services, you must:

- be at least 18 years old or the age of majority in the jurisdiction where you reside;
- be able to enter into a contract;
- agree to these Terms;
- provide a true, complete, and up-to-date full name, email address, company name, and country;
- be a company or an authorised representative acting on behalf of a company.

## b. Description of the App

The App is an online platform, accessible exclusively with an internet browser via <https://app.licence.one/>, that allows companies to synchronise their financial data to have it analysed for information related to their software and technology payments.

The type of insight provided from this analysis includes, but is not limited to, the name of software and technologies they pay for and their expected subscription renewal dates. With this information, the App will then be able to notify them when there is an upcoming renewal date and offer other optimisation suggestions.

We reserve the right to add, remove, or modify features and functions in the App at any time.

## c. App access

During the Agreement Term, we will provide you with a non-exclusive and non-transferable right to access the App as described in this Agreement.

We may provide some or all elements of the App through third-party service providers that require notices and/or additional terms and conditions. Such required third-party software notices and/or additional terms and conditions may be requested from us and are made a part of and incorporated by reference into these Terms.

## d. Description of Additional Services

We may assist you in identifying and optimising your software and technology purchases in a number of ways that do not fall within the scope of the App, notably:

- performing an audit of the users on each of your subscribed software and technologies;
- detecting software and technologies that have not been identified by the App;
- configuring integrations and migrating data between multiple software;
- train you how to use the App;
- creating a bespoke integration between the App and other software or technology.

We reserve the right to perform the aforementioned Additional Services for a fee. In any situation, this will only be done with your request or approval to do so.

## e. Our Obligations

LicenceOne promises to:

- take all reasonable and necessary measures to ensure the security and confidentiality of your Content;

- not to use the Content for any other purpose than set out in these Terms, providing and improving the App, and providing you with support;
- not to alter or transfer your Content to anyone other than trusted suppliers required to carry out the Service (e.g. our hosting company).

**f. Your Content**

You grant us a non-exclusive, royalty-free license to access, store, use, reproduce, modify, perform, display and distribute your Content as is reasonable or necessary for us to perform or provide the Service.

You acknowledge that we do not store your Content indefinitely, and subsequently, you agree to export or make backup copies of your Content regularly and at the end of the Agreement Term.

**g. Confidentiality**

For the purposes of this agreement, the term "Confidential Information" includes information marked as confidential and proprietary, that either of the parties has identified as confidential, or that would reasonably be expected to be confidential in consideration of the context they were disclosed; in particular, data, databases, reports, studies, forecasts, contracts, analyses, compilations, notes, tables, drawings, graphics, diagrams, plans, concepts, equipment, models, samples, prototypes, software, computer developments, materials or recordings and, more generally, all written or printed documents, all computer files, editions, representations or digital prints, as well as all written or oral information, particularly of a commercial, financial, administrative, legal or technical nature, belonging to either party.

Both you and LicenceOne agree that Confidential Information:

- will be protected using the same degree of care that either party would use to protect the confidentiality of its own respective Confidential Information of like kind, but in no event less than reasonable care;
- will not be used, in whole or in part, for any purpose other than that defined in this Agreement, without the prior written consent of the owner of the Confidential Information;
- will only be disclosed to members of staff, subcontractors, and third-party service providers who are bound by the same obligations of confidentiality as those provided for herein and be used only for the purpose defined in this Agreement.

This obligation does not apply to documents and information of which:

- the other party was already aware;
- were already public at the time of their communication or which would become public without breach of this Agreement;
- which would have been received from a third party in a lawful manner;
- the communication is required by the judicial authorities, pursuant to laws and regulations or in order to establish the rights of a Party under this Agreement.

**h. Agreement Term and termination**

When you create an Account and agree to these Terms, the Agreement between you and LicenceOne is formed, and the term of the Agreement will begin (the "Agreement Term"). The Agreement Term will continue for as long as you have an Account or until either party terminates the Agreement in accordance with these Terms; whichever happens first, with exception to the clauses that will continue to be in effect as designated in Article 7(e) Survivability.

When you sign up for an account on behalf of a company, you represent and warrant that you have the authority to accept these Terms and enter into the Agreement on its behalf.

You or LicenceOne may terminate the Agreement at any time and for any reason by giving notice to

the other party via email or registered mail and removing your Account.

We may suspend access to the Service for you at any time, with or without cause. Once your account is removed, you acknowledge and agree that we may permanently delete your account and all the data associated with it.

#### **i. Changes to these Terms**

As our business and product evolve, we may need to change, update, or remove something from our Terms. We reserve the right to do so at any time.

Whenever we do make any changes to these Terms, we will notify you that our Agreement has changed with an email sent to the email address associated with your Account. You, therefore, promise to ensure that the email address associated with your Account is up to date and you will take note of such email notifications.

Unless you terminate your Account or notify us to the opposite effect, the new Terms will be effective immediately upon being posted on our website (<https://www.licence.one/terms-of-service>) and will apply to any continued or new use of the App.

## **2. Payment and fees**

We agree to provide you access to the App for free (zero euro, nada, zilch) while the App is in “Beta”.

We reserve the right to charge for continued access to the App at a later date. In such an event, LicenceOne agrees that you will not be able to accumulate any costs or charges related to using the App until you have explicitly acknowledged you wish to do so.

## **3. Intellectual property**

#### **a. Our IP**

This is an Agreement for access to and use of the App, and you are not granted a licence to any software by this Agreement. Our Services are protected by intellectual property rights and international conventions, they belong to and are the property of us or our licensors (if applicable), and we retain all ownership rights to them. All rights that are not expressly granted by these Terms are reserved by LicenceOne.

You agree not to copy, rent, lease, sell, distribute, or create derivative works based on our Services in whole or in part, by any means, except as expressly authorised in writing by us.

No use of the LicenceOne name, logo or trademark may be made without the prior written consent of LicenceOne.

#### **b. Your IP**

You represent and warrant that you either own or have permission to use all of the material, content, data, credentials and information (including your personal information and the personal information of others) you submit to LicenceOne in the course of using the Service or which we retrieve or access at your direction or with your permission.

You retain ownership of the Content that you upload to the Service. We may use or disclose your Content (including any personal information therein) only as necessary to provide the Service and to you or as otherwise permitted by this Agreement. If you are using the Service on behalf of another party, then you represent and warrant that you have all sufficient and necessary rights and permissions to do so.

No use of your name, trademark, or logo is granted to LicenceOne without your prior consent.

**c. Data Practices**

We may monitor your use of the Service and use the information gathered in an aggregate and anonymised manner to improve our Services.

**d. Your feedback**

We welcome feedback, suggestions, comments, input or other feedback from Customers regarding the App. Any Feedback you provide is done so on a voluntary basis.

You agree that if you provide any such Feedback then you grant us a royalty-free, non-exclusive, attribution-free, worldwide, sublicensable, and transferable licence to use, reproduce, publicly display, distribute, modify, and publicly perform and use the Feedback as we see fit.

By entering into this Agreement you understand and agree that you will not receive any compensation for your Feedback and that we may use any Feedback to improve the App or develop new features and services.

## **4. Acceptable use Policy**

You must:

- comply with the Terms of Service;
- comply with all applicable laws and governmental regulations, including, but not limited to, all intellectual property, data, privacy, and export control laws, and regulations promulgated by any government agencies;
- upload and disseminate only the Content to which you own all required rights under law and under contractual and fiduciary relationships (such as proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements) and do so only consistent with applicable law;
- use commercially reasonable efforts to prevent unauthorised access to or use of the App;
- keep passwords and all other login information confidential;
- monitor and control all activity conducted through your account in connection with the App;
- promptly notify us if you become aware of or reasonably suspect any illegal or unauthorised activity or a security breach involving your accounts or teams, including any loss, theft, or unauthorised disclosure or use of a username, password, or account; and
- comply in all respects with all applicable terms of the third-party applications, including any that you elect to integrate with the App that you access or subscribe to in connection with the Services.

You agree and acknowledge that you will not:

- use or launch any automated system, including, "robots," "spiders," or "offline readers," that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same time period;
- use the App in any manner that damages, disables, overburdens, or impairs any of our websites or interferes with any other party's use of the App;
- attempt to gain unauthorised access to the App;
- use the App for any purpose or in any manner that is unlawful or prohibited by this Agreement;
- decipher, decompile, disassemble, or reverse engineer the App or permit others to do so;
- use any of the Software to create a competing product;
- impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person, organization or entity;

- sublicense, resell, time share or similarly exploit the Service;
- use the Service for consumer purposes, as LicenceOne is intended for use by businesses and organizations.

## 5. Limitation of Liability

### a. No indirect damages

No matter the cause, under no circumstances will you or LicenceOne have any liability to the other for any indirect, incidental, punitive, special, or consequential damages, whether in contract, tort or under any other theory of liability and regardless of whether the party has been advised of the possibility of those damages.

### b. Direct damages

You acknowledge and agree that LicenceOne will only be liable for the damage which LicenceOne has directly and exclusively caused itself, and without the existence of any joint or several liability agreements with third parties that may have contributed to the damage.

### c. Total aggregate liability

Our total aggregate liability to you shall never exceed the amount that you have paid us for the Service in the twelve (12) month period preceding the event giving rise to a claim.

This total aggregate liability limit does not apply to damages due to:

- death or personal injury;
- gross negligence, willful misconduct or fraud;
- any other basis that cannot be excluded or limited under the applicable law.

### d. Please follow the rules

Neither LicenceOne nor our Team will be held liable for any losses or damages you suffer if you use the Service in violation of these Terms, regardless of whether we terminate or suspend your account.

### e. Equitable remedies

The foregoing "Limitation of Liability" disclaimers will not apply to the extent prohibited by applicable law and do not limit either party's right to seek and obtain equitable remedies.

## 6. No warranties

To the maximum extent permitted by law, we provide the Service to you on an "as-is" and "as available" basis. This means that, except as expressly stated in these Terms, LicenceOne, our affiliates and agents make no representations or warranties about the suitability, reliability, availability, timeliness, security or accuracy of the App.

LicenceOne reserves the right to temporarily suspend access to the App when we need to carry out maintenance and updates. In any instance where this occurs, we will do our best to time this to cause the least inconvenience.

You accept that no temporary interruption of access to the App shall give rise to any rights to compensation.

## 7. Other important stuff

### a. Assignment

Neither party may assign their rights and obligations under this Agreement to anyone else without the prior written consent of the other party.

### b. Relationship of the Parties

You and we agree that no joint venture, partnership, employment, franchise, or agency relationship exists between the parties.

This Agreement shall not be interpreted as to create any subordination between you and us - both parties retain full autonomy.

Neither party holds the authority to engage in or acquire any obligations on the other's behalf.

### c. Governing laws

This Agreement and the Service are governed by French law.

To the extent permitted by applicable law, you hereby acknowledge and agree that any dispute relating to its validity, interpretation, and execution shall be submitted to the courts having jurisdiction over LicenceOne's registered office at 101 rue Gambetta - 17000 La Rochelle, France, despite multiple defendants or the introduction of third parties. Both parties consent to personal jurisdiction in the same aforementioned courts.

The effective date of these Terms is the 4th of August 2020.

#### **Application of Consumer Law**

Our Services are intended for use by businesses and not for consumer purposes. To the maximum extent permitted by applicable law, you hereby acknowledge and agree that consumer laws do not apply.

If however any consumer laws do apply and cannot otherwise be lawfully excluded, nothing in these Terms will restrict, exclude or modify any statutory warranties, guarantees, rights or remedies you have, and our liability is limited (at our option) to the replacement, repair or resupply of the Services.

### d. Force Majeure

In application of Article 1218 of the French Civil Code, neither party shall be responsible for any failure or delay of performance caused by events beyond their control which could not reasonably have been foreseen. This includes, but is not limited to, natural disasters; fires; floods; earthquakes; unusually severe weather conditions; nuclear accidents; dolphins taking over and implementing a new world order; acts of war, hostility, or sabotage; changes to law or regulations; riots; strikes; acts of hackers; and electrical, internet, or telecommunications outage that is not caused by the obligated party.

In a case where one party experiences a Force Majeure event, they will give notice to the other party and their obligations according to this Agreement will be temporarily suspended until the problem is resolved.

If the Force Majeure event continues for more than fifteen (15) days, both you and LicenceOne agree to discuss how we can reasonably modify the Terms and our respective obligations to each other. If we cannot find reasonable alternatives or come to a new agreement, our respective obligations under these Terms can then be revoked without damage or compensation by notifying the other

party with an email.

**e. Survivability**

Even if this Agreement is terminated or expires, the following sections will continue to apply: Confidentiality, Intellectual property, Your content, Limitation of Liability, No warranties, Severability, Entire agreement, Governing laws, Survivability and Waiver.

**f. Severability**

This Agreement will be enforced to the fullest extent permitted under the applicable law. If any provision in the Terms is deemed to be invalid or unenforceable by a court of competent jurisdiction, said provision will be modified with a valid and enforceable replacement that most closely accomplishes the objectives of the original; and the remaining provisions of the Terms will remain in effect.

**g. Waiver**

No delay of either party in taking action on a violation of these Terms will be considered a waiver of such right or remedy, and both parties reserve the right to take action at some point.

**h. Entire agreement**

These Terms constitute the entire agreement between both parties and supersedes all prior and contemporaneous agreements, proposals or representations, electronic, written or oral, concerning its subject matter.