

# Busby End-User License Agreement

Last Updated: 26th October 2020

***PLEASE READ THIS SOFTWARE LICENSE AGREEMENT CAREFULLY BEFORE USING THE SOFTWARE. YOU MAY NOT USE THE SOFTWARE UNLESS YOU AGREE TO THESE PROVISIONS. BY USING THE SOFTWARE, YOU AGREE TO ALL OF THESE PROVISIONS.***

## 1. Interpretation

The words of which the initial letter is capitalised have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

## 2. Definitions

**The Customer** means the issuer of a purchase order in the company or organisation who will be the end user of The Software.

**Agreement** means this End-User License Agreement between The Customer and Squared Paper Ltd.

**Squared Paper** means Squared Paper Ltd, a private company registered in England who's registered company number is 08386653 and who's registered office is at De Montfort House, Frys Island, Thames Side, Reading, Berkshire, RG1 8DG, United Kingdom.

**The Software** means the Busby (or any other software manufactured and supplied by Squared Paper) applications and services, whether pre-installed for The Customer by Squared Paper, or its licensor from whom The Customer acquired the software or self-installed by The Customer, on any server or workstation computer, mobile device or any other device or computer.

**System Environment** means the environment that The Customer's instance of The Software will run on, for example virtual machines and, cloud servers, physical servers, or desktop workstations.

**Host** means an individual server, workstation or device in the System Environment.

**Software Defect** means a defect, error or bug in The Software having an adverse effect on the appearance, operation, functionality or performance of The Software, but excluding any defect, error or bug caused by or arising as a result of:

- a) any act or omission of The Customer or any person authorised by The Customer to use The Software;
- b) any use of The Software contrary to the documentation of The Software by The Customer or any person authorised by The Customer to use The Software;
- c) a failure of The Customer or any person authorised by The Customer to use The Software to perform or observe any of its obligations in this Agreement
- d) an incompatibility between The Software and any other system, network, application, program, hardware or software not specified as compatible by Squared Paper

**Support Services** means support and software updates in relation to the use of The Software and the identification and resolution of errors in The Software, but shall not include the provision of training services whether in relation to The Software or otherwise.

### 3. Additional Terms

Additional Squared Paper and third-party terms may apply to The Customer's use of certain features, services and software applications, depending on features The Customer has purchased, or how The Customer uses them. Please be sure to read them.

- RabbitMQ is distributed using the Mozilla Public License: <https://www.rabbitmq.com/mpl.html>
- Elasticsearch's End User Licence Agreement: <https://www.elastic.co/eula>
- PostgreSQL's license agreement: <https://www.postgresql.org/about/licence/>
- NodeJS's license agreement: <https://github.com/nodejs/node/blob/master/LICENSE>
- OpenJDK's license agreement: <https://openjdk.java.net/legal/OCTLA-JDK9+.pdf>
- Cassandra's license agreement: <https://github.com/apache/cassandra-builds/blob/trunk/LICENSE>
- Mediainfo's license agreement: <https://mediainfo.net/en/MediaInfo/License>
- FFmpeg's license agreement: <https://ffmpeg.org/legal.html>
- CentOS's license agreement: <https://www.centos.org/legal/>

### 4. License Grant and Use Rights

#### License

Subject to The Customer's payment of the license fee, Squared Paper grants The Customer a revocable, non-exclusive, transferable, perpetual, limited right to install and use Busby on the System Environment, on the number of Hosts agreed between Squared Paper and The Customer at the time of sale, and to access and use The Software from any other device, strictly in accordance with the terms and conditions of this Agreement.

#### Restrictions on Use

The Customer shall use The Software strictly in accordance with the terms of this Agreement and shall not:

- a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt The Software; make any modification, adaption, improvement, enhancement, translation, or derivative work from The Software, unless a separate source code agreement is in force between The Customer and Squared Paper;
- b) violate any applicable laws, rules, or regulations in connection with The Customer's access or use of the application;
- c) remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of Squared Paper or its affiliates, partners, suppliers, or the licensors of The Software;
- d) use the Application for any revenue generating endeavour, commercial enterprise, or other purpose for which it is not designed or intended, unless The Software has been fully accepted and paid for by The Customer or invoiced by Squared Paper (except in the case of a proof of concept system, in which case The Software may not be used for commercial enterprise or revenue generating endeavour);
- e) install, use or permit The Software to exist on a number of Hosts which is greater than the number originally agreed between Squared Paper and The Customer at the time of sale.
- f) rent, lease or lend The Software to any third party in any manner or through any medium, unless expressly agreed with Squared Paper.

## 5. Legal Effect

This agreement describes certain legal rights. The Customer may have other rights under the laws of The Customer's state or country. The Customer may also have rights with respect to the Licensor from whom The Customer acquired the software. The Agreement does not change The Customer's rights under the laws of The Customer's state or country if the laws of The Customer's state or country do not permit it to do so.

## 6. Copyright Infringement

The Customer acknowledges and agree that, in the event of a third-party claim that The Software or The Customer's possession or use of The Software infringes any third party's intellectual property rights, The Customer will be responsible for the investigation, defence, settlement and discharge of any such claim of intellectual property infringement. The Customer will, however, promptly notify Squared Paper in writing of such a claim.

## 7. Termination

Squared Paper may, in its sole and absolute discretion, at any time and for any or no reason, suspend or terminate this Agreement and the rights afforded to The Customer hereunder with or without prior notice. Reasons for Squared Paper taking such actions include but are not limited to The Customer not purchasing or paying for a Busby support agreement or extension of a Busby support agreement. Furthermore, if The Customer fails to comply with any terms and conditions of this Agreement, then this Agreement and any rights afforded to The Customer hereunder shall terminate automatically, without any notice or other action by Squared Paper. Upon termination of this Agreement, The Customer may continue to use The Software, subject to the restrictions set out in section 4 of this Agreement, as long as it has been paid for by The Customer or invoiced by Squared Paper. If this Agreement is suspended or terminated, Squared Paper will not supply The Customer with Support Services, professional services or updates to The Software.

## 8. Warranty

### Standard Warranty

Squared Paper provides 90 day warranty as standard on all installations of The Software (except for proof of concept systems). Squared Paper acknowledges that if The Customer finds any Software Defects in The Software (excluding any third party content and services), no later than 90 days after the installation of The Software on The Customer's System Environment, Squared Paper will correct the Software Defect within 90 days and provide The Customer with an updated version of The Software, provided that The Software has been paid for by The Customer, or invoiced by Squared Paper or its licensor from whom The Customer purchased The Software.

## 9. Extension of Warranty

The Customer can extend the standard warranty of The Software by purchasing Support Services. In this case a separate agreement between The Customer and Squared Paper, or its licensor from whom The Customer purchased The Software comes into force, and the Busby warranty is valid until suspension or termination of the support services agreement.

#### 10. Warranty Disclaimer

Unless a Busby warranty is valid, either by being within 90 days from the date of the installation of The Software, or by purchasing Support Services, The Customer acknowledges that The Software is provided on an “as is” and “as available” basis, and that The Customer’s use of or reliance on The Software and any third party content and services accessed thereby is at The Customer’s sole risk and discretion. Squared Paper and its affiliates, partners, suppliers and licensors hereby disclaim any and all representations, warranties and guarantees regarding the application and third party content and services, whether express, implied or statutory, and including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Furthermore, Squared Paper and its affiliates, partners, suppliers and licensors make no warranty that

- a) The Software or third party content and services will meet The Customer’s requirements
- b) The Software or third party content and services will be uninterrupted, accurate, reliable, timely, secure or error-free
- c) The quality of any products, services, information or other material accessed, obtained or processed by The Customer through The Customer’s use of The Software will be as represented or meet The Customer’s expectations, or
- d) Any Software Defects in The Software, or any errors in third party content and services will be corrected.

#### 11. Limitation of Liability

In no event shall Squared Paper or its affiliates, partners, suppliers and licensors be liable for any direct, indirect, incidental, special or exemplary damages arising out of or in connection with The Customer’s access or use of or inability to access or use The Software and any third party content and services, whether or not the damages were foreseeable and whether or not Squared Paper was advised of the possibility of such damages. Without limiting the generality of the foregoing, Squared Paper’s aggregate liability to The Customer (whether under contract, tort, statute or otherwise) shall not exceed the amount of the cost of two thousand five hundred pounds (£2500 – the cost of purchasing Squared Paper Support Services). The foregoing limitations will apply even if any remedy stated herein fails of its essential purpose.

#### 12. Copyright

All title, including but not limited to copyrights, in and to The Software and any copies thereof are owned by Squared Paper and/or its affiliates, partners, suppliers and licensors. All title and intellectual property rights in and to the content which may be accessed through use of the The Software is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement grants The Customer no rights to use such content. All rights not expressly granted are reserved by Squared Paper.

#### 13. Update to the End-User License Agreement

Squared Paper Ltd may update the terms of this End-User License Agreement any time by reasonable notice, including without limitation by posting revised terms on its website at the URL <https://squaredpaper.co.uk/busby-end-user-license-agreement/>, or by notifying The Customer by e-mail.

#### 14. Governing Law

The Agreement shall be governed by English law and the Courts of England shall have exclusive jurisdiction in relation to any matters arising under it.