

## **Architect Program - Terms and Conditions**

### **1. Licence**

1.1. Benifex grants to the Architect for a limited period, a worldwide, revocable, royalty-free, non-exclusive, non-sublicensable, and non-transferable right to access and use the software module (the **Software**).

### **2. Consideration**

2.1. In consideration of the mutual obligations set out in this Agreement, the Architect agrees to pay Benifex the sum of £1, receipt of which Benifex hereby acknowledges. The parties agree that this nominal sum constitutes sufficient consideration for the purposes of this Agreement.

### **3. Term**

3.1. The Architect Program shall commence on the date the Architect signs this Agreement and will continue for a period of 12 months (the **Trial**), unless terminated early in accordance with these terms.

### **4. Restrictions**

4.1. The Architect shall not:

- 4.1.1. use the Software for any commercial purpose outside of the Architect's business;
- 4.1.2. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media by any means;
- 4.1.3. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- 4.1.4. attempt to obtain, or assist third parties in obtaining, access to the Software.

### **5. Architect Responsibilities**

5.1. The Architect shall:

- 5.1.1. comply with all applicable laws;
- 5.1.2. provide Benifex with all reasonable information and co-operation, as requested, to facilitate the Architect Program;
- 5.1.3. provide Benifex with all Feedback (as defined in clause 8.4) regarding the Architect access to and use of the Software;
- 5.1.4. participate in all feedback, workshops, and testing sessions regarding the Software; and
- 5.1.5. collaborate with Benifex to produce a case study on the Architect's experience and use of the Software.

### **6. Architect Data**

6.1. The Architect shall provide and upload all benefit policy and associated documentation into the Software (**Architect Data**).

6.2. Benifex may use technical, transactional, and other data / information provided by or collected during the Architect's use of the Software (**Usage Data**) and aggregate it with other data sources in connection with Benifex's development of its products, strategies, services or any further purpose related to Benifex's business, including for analytics, marketing, research, development, benchmarking purposes and additional services. All Usage Data shall be fully anonymised to ensure that it does not contain any personal data. Any derivative data created by Benifex in or arising out of the Usage Data shall not be Architect Data.

### **7. Confidentiality**

7.1. Each party undertakes that it shall not at any time during this agreement, and for a period of two years after termination or expiry of this agreement, disclose to any person any confidential information concerning the Software, business, assets, affairs, customers (including other Architects), clients or suppliers of the other party, except as permitted in clause 7.2.

- 7.2. Each party may disclose the other party's confidential information:
- 7.2.1. to its employees, officers, representatives, contractors, subcontractors 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, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 6; and
  - 7.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 7.3. No party may use any other party's confidential information for any purpose other than to exercise its rights and fulfil its obligations under or in connection with this agreement.

## **8. Intellectual Property**

- 8.1. For the purpose of this clause 8, references to **Intellectual Property Rights** shall include all patents, copyrights, design rights, trademarks, service marks, trade secrets, database rights and other rights in the nature of intellectual property rights (whether registered or not) and all applications for the same which may now, or in the future, subsist anywhere in the world, including the right to sue for and recover damages for past infringements.
- 8.2. All Intellectual Property Rights:
- 8.2.1. in the Software shall be the property of Benifex and its licensors (including any derivative works, modifications or improvements based on Feedback); and
  - 8.2.2. in the Architect Data shall remain the property of the Architect.
- 8.3. No transfer of ownership rights are being conveyed or transferred under this Agreement.
- 8.4. The Architect, from time to time, shall submit feedback to Benifex (**Feedback**). Benifex may freely use or exploit Feedback in connection with the Software. Architect hereby grants to Benifex a perpetual, non-exclusive, transferable, irrevocable, worldwide, royalty-free license (with rights to sublicense) to make, use, sell, offer to sell, reproduce, modify, distribute, make available, display and perform, disclose and otherwise commercially exploit the Feedback.

## **9. Termination**

- 9.1. Benifex has the right to terminate or suspend the Trial at any time for any reason.
- 9.2. The Architect may terminate this Agreement upon providing Benifex with 14 days written notice.
- 9.3. Upon termination, the Architect shall cease all access to and use of the Software and delete or return (at Benifex's discretion) any related materials and confidential information.

## **10. Disclaimer**

- 10.1. The Software is provided 'as is' and Benifex (including its licensors) disclaim all warranties, express, implied, or statutory, including without limitation, the implied warranties of merchantability, non-infringement, accuracy, completeness, performance, and fitness for a particular purpose.
- 10.2. The Software may not operate correctly and may be substantially modified prior to commercial release, or at Benifex's option, may not be released commercially in the future.

## **11. Liability**

- 11.1. To the extent not prohibited by applicable law, the Architect assumes all risks and all costs associated with the access to and use of the Software provided under this Agreement.
- 11.2. In no event will Benifex be liable for any indirect, special, incidental or consequential damages, whether arising in tort (including negligence), contract or otherwise, arising out of or related to this Agreement.
- 11.3. Subject to clause 11.1 and 11.2, in no event shall Benifex's total liability to you for all damages exceed the aggregate amount of £50.00.

## **12. General**

- 12.1. Neither party shall assign, novate, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the other party.
- 12.2. This Agreement constitutes the entire agreement between the parties in respect of the Software.
- 12.3. Each party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it has no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 12.4. No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives). Notwithstanding the foregoing, Benifex reserves the right to modify the Architect Program Terms at any time without notice.
- 12.5. A waiver of any right or remedy is only effective if given in writing. A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.
- 12.6. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 12.7. If any provision or part-provision of this Agreement is deemed deleted under 12.6, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 12.8. This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

## **13. Governing Law**

- 13.1. This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.