

# Licencing Agreement for GDPR Documents

## 1. Licence

1.1. The end user is granted a limited, non-exclusive, revocable, non-transferable licence to access and use the GDPR Documents, solely for the end user's own internal business purposes. The end user shall not obtain any other right, title or interest in the GDPR Documents.

1.2. By accessing or otherwise using the GDPR Documents, the end user agrees to be bound by these terms and conditions.

1.3. The GDPR Documents contain information and templates which constitute guidance only to the end user in relation to the application of the General Data Protection Regulation (Regulation (EU) 2016/679) and the end user should take legal or other appropriate professional advice on the application of the GDPR Documents for the end users purposes.

## 2. End User's Undertakings

2.1. The end user undertakes and agrees not to license, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the GDPR Documents in any way and shall notify SecureDesk Limited immediately if the end user becomes aware of any unauthorized use of the GDPR Documents.

## 3. Liability

3.1 The GDPR Documents include information and materials is provided to SecureDesk Limited by a third party (**third party**) and the following clause sets out the liability of the third party to the end user for such content.

3.2 Except as expressly and specifically provided in this agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.

3.3 Nothing in this agreement excludes the third party's liability:

(a) for death or personal injury caused by its negligence; or

(b) for fraud or fraudulent misrepresentation.

3.4 Subject to clause 3.3 the third party shall not in any circumstances be liable to the end user whether in tort (including for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:

(a) loss of profits; or

(b) loss of business; or

(c) depletion of goodwill or similar losses; or

(d) loss of anticipated savings; or

(e) loss of goods; or

(f) loss of use; or

(g) loss or corruption of data or information; or

(h) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

3.5 Subject to clauses 3.3 and 3.4, the third party's total aggregate liability to the end user in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection from any losses, damages, costs or expenses suffered by the end user as a consequence of relying upon the GDPR Documents shall in all circumstances be limited to £500,000.

3.6 The third party shall be entitled to claim the benefit of this clause should any proceedings described in clause 3.4 or action be taken by the end user against the third party.

## 4. Termination

4.1. The end user's licence to use the GDPR Documents may be suspended, revoked or terminated if the end user is in breach of this agreement.

## 5. Governing Law

5.1. This agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England and Wales.

5.2 Each party irrevocably agrees that 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.