

## LICENCE TERMS

This agreement is between Remarkable Macros Limited (us) and you. Your use of the software to which this agreement is attached (including any associated documentation) ("Software") is conditioned on your acceptance of these terms. If you do not accept these terms, then please delete the Software. This agreement is also conditioned on you having an active, authorised and paid-up subscription with us for the Software, and having been issued an associated activation key by us to use the Software (the "Subscription").

However, if you, or a third party (such as an employer), have entered into a separate agreement with us that allows you to use the Software then that agreement will apply and not this agreement.

### Licence and use of the Software

Subject to the above conditions, you are granted a non-exclusive, non-transferable limited licence to install the Software in Microsoft Word on one computer and run the software within Microsoft Word. Where authorised as part of your Subscription, you may uninstall the Software and install it on another computer for your use, provided that you do not do so to share this licence between computers.

The Software is licensed not sold and we retain ownership of the Software. You may only use the Software as expressly permitted in this agreement, and you may not:

- copy (other than to make a reasonable number of backups), modify, decompile, disassemble or reverse engineer the Software (other than to the extent that the same cannot be excluded under applicable law),
- publish or distribute the Software for others to use,
- work around any technical limitations in the Software or interfere with any features of the Software that enforce licence restrictions or limits,
- sub-license, rent, lease or lend the Software,
- transfer the Software (or this agreement) to any third party, or
- use the Software to provide commercial software services.

The Software has certain minimum technical requirements to run, including versions of Microsoft Windows and Microsoft Word, that are specified on our website.

To the extent the Software includes open source components, then notwithstanding the other provisions of this agreement, the licence terms associated with those components will apply and not this agreement, and we are not liable to you in relation to those components.

You will keep any activation keys issued as part of a Subscription secure and confidential and only use them for your personal use in accordance with this agreement. You will promptly notify us if you become aware of the loss of, or unauthorised access to, an activation key. We may revoke and issue new activation keys if we believe that an activation key has been compromised.

You acknowledge that as part of our securing the Software, the Software will connect without notice via the internet to our servers, as part of activation and through ongoing checks of the Subscription, and will provide identifying data including IP address for the computer on which the Software is installed (but not the content of any of your documents). We may use this data to detect and prevent unauthorised use of the Software. You will need to connect to the internet regularly to enable these checks otherwise the Software will automatically stop working until it is reconnected. On expiration of your Subscription, the Software will automatically stop working and if your Subscription ends and you do not renew it, or this agreement otherwise terminates, you will take reasonable steps to delete the Software, including any backup copies. You will provide supporting information, as reasonably requested by us, to confirm your usage of the Software in accordance with this agreement, including confirmation of deletion on termination of the Subscription or this agreement.

Any support for the Software will be as specified in your Subscription and will be via email or through our website unless we have agreed to provide additional enhanced support through a separate agreement. If you provide any documents or information to us as part of support, we will only use the documents and information for the purposes of providing the support, take reasonable steps to keep them confidential and, in any event, protect them with the same degree of care as we protect our confidential information.

## Termination

Either of us may terminate this agreement and the associated Subscription by giving notice if the other party materially breaches this agreement or the terms of the Subscription and fails to remedy the same within 14 days of being given notice. Either of us may terminate this agreement and the associated Subscription with effect from the end of any billing period for the Subscription.

Any provisions within this agreement that are intended by their wording to survive termination will continue in effect, including the restrictions on using the Software, your obligation to delete the Software and our obligation to keep your documents and information confidential.

## Liability

The Software is provided “as-is” and the entire risk arising out of the use or performance of the Software remains with you. To the maximum extent permitted by law, we hereby exclude all terms implied by law and:

- we shall have no liability to you in relation to your use of, inability to use or the performance of the Software, including without limitation arising from any bugs in the Software,
- we shall have no liability to you for any indirect or consequential loss or for any loss of profit, goodwill, data, business or revenue, and
- our maximum aggregate liability to you is limited to the lesser of the equivalent of six months’ charges for the Subscription and the total amount paid by you for the Subscription,

whether arising in breach of contract, tort (including negligence), breach of statutory duty or otherwise.

## Feedback

We would appreciate your feedback on the Software. If you make any suggestions in relation to the Software you hereby grant us a perpetual, irrevocable, non-exclusive, worldwide, royalty-free licence to include such suggestions in future versions of the Software.

## General

This agreement (and the Subscription) constitutes the entire agreement between us and supersedes all previous agreements between us, whether written or oral, relating to its subject matter. You will not have any remedies in respect of any representation or warranty (whether made innocently or negligently) by us that is not set out in this agreement.

We may revise the terms of this agreement and if you accept the revised terms as part of installing updates to the Software then the new terms will apply with effect from such installation. We may require you to install certain updates, but we will not vary the terms of this agreement through requiring such updates to be installed.

The provision of the Software or any support is not a legal service and does not create a client-lawyer relationship with us or any of our affiliates.

Each of us will comply with applicable laws as they relate to the Software and this agreement.



We may transfer our rights and obligations under this agreement to a third party.

### Choice of Law

This agreement is governed by English law and this agreement and any disputes arising in relation to the Software are subject to the exclusive jurisdiction of the English courts.