## Gridscale X Prepay 4.3

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English / English

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(b) a chargeholder, receiver, administrative receiver or other similar person taking possession of or being appointed over or any distress, execution or other process b
(c) that person ceasing to carry on business or being deemed to be unable to pay its debts within the meaning of section 123 Insolvency Act 1986 (except that, for the
(d) that person or its directors or the holder of a qualifying floating charge or any of its creditors giving notice of their intention to appoint, appointing or making an app
(e) a petition being advertised or a resolution being passed or an order being made for the administration or the winding-up, bankruptcy or dissolution of that person;
(f) the happening in relation to that person of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on
"Intellectual Property Rights" means patents, patentable rights, copyright, design rights, utility models, trade marks (whether or not any of the above are registered), tr
"Know-how" has the meaning set out in clause 8.3;
"Licence Quote" means a written licence quote (whether in online, electronic or printed form) agreed between the parties in relation to the Software Materials which
"Licensee Developers" means the Licensee's (and any of its Affiliates') employees, workers and contractors who are authorised by the Licensee to, and qualified to, c
"Licensee Materials" means all intellectual property, works, products, documentation, information, data and other material of any kind (including computer software
"Licensor Materials" means all intellectual property, works, products, documentation, information, data and other material of any kind (including computer software
"Losses" means all losses, liabilities, demands, claims, judgments, awards, damages, amounts payable in settlement, costs and expenses (including all legal and othe
"Modification" means: (a) any addition to or deletion from the contents of a file included in the Software or previous Modifications created by the Licensee; and/or (b) a
"Multiple Applications Developer Licence" means a licence of the Software Materials granted to the Licensee which permits the Licensee (and any of its Affiliates) to
"New Version" means any new version of the Software which from time to time is publicly marketed and offered for licensing by the Licensor in the course of its normal
"Personal Data" means all data which is defined as 'personal data' under Data Protection Legislation and "controller", "data subject", "processor" and "supervisory a
"Production Environment" means a computer, server, collection of servers, a data centre, a cloud instance, container or similar where the Licensee's services and/o
"Quote(s)" has the meaning set out in clause 2.2;
"Quote Effective Date" has the meaning set out in clause 14.1;
"Quote Initial Term" has the meaning set out in clause 14.1;
"Quote Renewal Term" has the meaning set out in clause 14.1;
"Restrictive Open Source Software" means any software or software component that fulfils the definition of "open source" for the purpose of the Open Source Defir
(a) be disclosed or distributed in source code form;
(b) be licensed under terms that permit making derivative works; and/or
(c) be re-distributable at no charge to subsequent licensees;
"Services" means the services (including the supply of Software Materials and Support Services), set out in the relevant Quote, to be provided by the Licensor und
"Single Application Developer Licence" means a licence of the Software Materials granted to the Licensee which permits the Licensee (and any of its Affiliates) to deve
"Software" means the software solution(s) made available by the Licensor and as further detailed in the applicable Quote;
"Software Materials" means, collectively, the Software and any applicable Documentation;
"Source Code" means the human-readable form of computer software, together with all documentation and comments relating thereto sufficient for a reasonably s
"Support Forum" has the meaning given to it in paragraph 1 of SCHEDULE 1;
"Support Release" means a release of the Software which corrects faults, adds functionality or otherwise amends or upgrades the Software, but which does not const
"Support Request" means a request communicated by the Licensee to the Licensor via the Support Forum, to report an Error and to request correction of the Error, or
"Support Services" means the support services, to be provided by the Licensor in respect of the Software (including the provision of Updates), as set out in SCHEDUL
"UK Approved Addendum" means the template Addendum B1.0 issued by the UK's Information Commissioner's Office and laid before Parliament in accordance wit
"UK Mandatory Clauses" means the Mandatory Clauses of the UK Approved Addendum, as updated from time to time and replaced by any final version published
"Update" means any Support Release and/or New Version.
1.2 Interpretation
In these Terms (including the introduction and schedules) unless the context otherwise requires:
(a) reference to a person includes a legal person (such as a limited company) as well as a natural person;
(b) reference to these Terms includes the schedules and appendices and other documents attached to it or incorporated by reference into it (all as amended, added t
(c) references to clauses or schedules shall be to those in or to these Terms and references to paragraphs shall be to paragraphs of the schedules or annexes to the
(d) clause headings are for convenience only and shall not affect the construction of these Terms;
(e) reference to "including" or any similar terms in these Terms shall be treated as being by way of example and shall not limit the general applicability of any precedir
(f) reference to any legislation shall be to that legislation as amended, extended or re-enacted from time to time and to any subordinate provision made under that leg
2.
Basis of terms
2.1 These Terms are framework terms further to which the parties may enter into a Licence Quote in respect of Services to be provided by the Licensor to the License
(a) additional Licensee Developers, Production Environment(s) and/or to add on a Single Application Developer Licence, Multiple Applications Developer Licence and
(b) a renewed period of Support Services,
(each an "Additional Quote").
2.2 Each such Licence Quote and Additional Quote (each a "Quote" and together referred to as a "Quotes"), once agreed in accordance with clause 2.3, shall constitu
2.3 The Licensor will only provide Services to the Licensee further to a Quote. No Quote shall be binding on either party unless and until agreed by both parties.
2.4 All Quotes entered into with the Licensee will be subject to the terms set out in these Terms. No terms or conditions endorsed upon, delivered with or contained in
2.5 The purchase of Additional Usage will entitle the Licensee to the provision of extended Support Services for a period of 1 year from the relevant Quote Effective D

2.6 In the event of any conflict or inconsistency between the terms of these Terms and the terms of any Quote, the terms of the relevant Quote shall prevail only to the
3.
Provision of Software Materials and Support Services
3.1 The Licensor shall make the Software Materials available in Source Code form at https://github.com/ag-grid on the first Quote Effective Date by provision of an ac
3.2 Subject to clauses 3.3 and 3.4 below, the Licensor grants to the Licensee and its Affiliates a worldwide, perpetual, non-exclusive, non-transferable, non-sublicensa
3.3 Notwithstanding anything else in these Terms, if the relevant Quote specifies that a Deployment Licence Add-On is being granted by the Licensor to the Licensee
(a) subject to this clause 3.3, the licence granted in clause 3.2 shall be sub-licensable and subject to the limit on the number of permitted Production Environment(s) s
(b) subject to this clause 3.3 and clause 3.4(a), the Deployment Licence Add-On shall be subject to the same applicable licence restrictions as set out in these Terms
(c) the Licensee shall ensure (and shall procure that its Affiliates shall ensure) that the terms of any sub-licence are in writing and are substantially the same and as r
3.4 The Licensee and its Affiliates may use the Software Materials to install, load, launch, access, run, execute, operate, and archive the Software Materials for produ
(a) unless the relevant Quote specifies that a Deployment Licence Add-On is being granted by the Licensor to the Licensee, any Application created must be used for
(b) the Licensee and its Affiliates shall not permit any end user of any Application to use the Software independently of, or by or with any applications other than, the A
3.5 For the avoidance of doubt, the Licensee and its Affiliates shall be permitted to create Modifications to the Source Code to the Software for the Licensee's (and its
3.6 The Licensee and its Affiliates shall not change or remove the copyright notice from any of the files included in the Software Materials.
3.7 The Licensee and its Affiliates shall not redistribute the Software Materials or any Modifications other than as expressly permitted by these Terms. For the avoidan
(a) other than by including the Software or a portion of the Software within Application(s); and
(b) as part of any Application that can be described as a development toolkit or library, an application builder, a website builder, a user interface designer, or any appli
3.8 Subject to clause 3.5, the Licensor will provide the Support Services to the Licensee Developers in accordance with SCHEDULE 1 for a period of 1 year from the
3.9 The Licensee shall ensure that all its Affiliates comply with all obligations of the Affiliates under these Terms, including all restrictions on the licence granted under
4.
Trial Licence
4.1 This clause 4 only applies where a trial licence is being granted.
4.2 Notwithstanding anything else in these Terms, if a trial licence is being granted by the Licensor to the Licensee, then:
(a) clauses 3.1, 3.2, 3.3, 3.4 and 3.8 shall not apply (unless and until a Licence Quote is entered into between the parties), and the Licensor instead hereby grants the
(b) the Licensee shall be able to access the Software Materials in Source Code form at https://www.github.com/ag-grid on the Effective Date;
(c) clauses 13 and 14 shall not apply and these Terms shall commence on the Effective Date and shall continue:
(i) for a period of 60 days, consisting of a trial period of 30 days and a further period of 30 days during which the parties can agree to enter into a Licence Quote, pro
(ii) until terminated by either party,
whichever is first;
(d) clauses 5, 6.1(f) and 9 shall not apply (unless and until a Licence Quote is entered into between the parties);
(e) the Licensee acknowledges that the Software may place watermarks on output (including any software that incorporates any part of the Software), have limited fu
(f) notwithstanding anything else in these Terms, the Licensor shall only be required to provide the evaluation support services to the Licensee Developers as describ
4.2 Subject always to clause 10.1, the Licensee acknowledges in respect of its use of the trial licence of the Software Materials, it is:
(a) provided for internal evaluation and review purposes only;
(b) being used, tested and evaluated by the Licensee and its Affiliates at its own risk; and
(c) the only means by which the Licensee can test whether the Software Materials will be suitable for the Licensee's and its Affiliates' purposes and that there shall be
5.
Charges, invoicing and payment
5.1 The Fees will be invoiced by the Licensor annually in advance upon the relevant Quote Effective Date. Unless otherwise agreed in writing between the parties, the
5.2 Unless otherwise expressly provided in these Terms, all amounts referred to in these Terms are exclusive of value added tax ("VAT") which, where chargeable by
5.3 The Licensor will invoice, and the Licensee will pay invoices in USD, unless otherwise agreed.
6.
Warranties
6.1 The Licensor represents and warrants that:
(a) it has the right to enter into these Terms and to license the Software Materials and provide the Support Services (if any) as contemplated by these Terms;
(b) the Support Services (if any) shall be performed with reasonable care, skill and diligence;
(c) the Software Materials and Support Services (if any) shall comply with all applicable laws, regulatory requirements, mandatory standards and codes of practice of
(d) it shall not knowingly introduce into any the Software any computer software routine intended or designed to disable, damage, erase, disrupt or impair the normal
(e) the Software does not, and shall not, contain any Restrictive Open Source Software; and
(f) the Software shall perform substantially in accordance with the Documentation for a period of 90 days after: (i) the first Quote Effective Date; and (ii) the provision
6.2 The Licensee represents and warrants that:
(a) it has the right to enter into these Terms and to perform its obligations as contemplated by these Terms; and
(b) in the performance of its obligations under these Terms, it shall comply with (and shall procure that its Affiliates shall comply with) all applicable laws, regulatory re
6.3 THE LICENSOR DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE MATERIALS OR THE CODE PRODUCED BY THE SOFTWARE WILL B
6.4 THE LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THE WARRANTY IN CLAUSE 6.1(f) SHALL BE TO REQUIRE THE LICENSOR TO R
7.
Insurance
7.1 Without prejudice to the Licensee's obligations and liabilities under these Terms, the Licensee shall effect and maintain in force for the duration of these Terms, wi
8.
Intellectual Property Rights
8.1 All Intellectual Property Rights in the Licensor Materials and Software Materials shall, at all imes, be and remain the exclusive property of the Licensor or its third-p
8.2 All Intellectual Property Rights in the Licensee Materials shall, at all times, be and remain the exclusive property of the Licensee or its third-party licensors. If appli
8.3 Each party may use or re-use any skills, knowledge, experience, technical information, inventions, ideas or techniques of whatever nature utilised or gained by su
(a) the infringement of any part of the Intellectual Property Rights belonging to the other party (or the other party's third-party licensors); or
(b) the use or disclosure of Confidential Information of the ther party where such use or disclosure would be in breach of clause 11.
9.
Indemnities
9.1 The Licensor shall indemnify, defend and hold harmless the Licensee against all Losses that the Licensee incurs or suffers however arising as a result of or in cor
(a) the Licensee notifies the Licensor in writing as soon as easonably practicable of any claim under clause 9.1 of which the Licensee has notice (an "Indemnified Cla
(b) the Licensee does not admit any liability or agree to any settlement or compromise of an Indemnified Claim without the prior written consent of the Licensor, which
(c) the Licensor shall, at any time from notification in accordance with clause 9.1(a), at the Licensor's request, cost and expense, be entitled to assume exclusive con
(d) the Licensee shall give the Licensor all assistance that the Licensor may reasonably require in connection with the conduct of the Indemnified Claim.
9.2 Without prejudice to clause 9.1, in the event that the receipt, possession or use of any of the Software Materials, Licensor Materials and/or Support Services is res
9.3 The Licensor's obligations in clauses 9.1 and 9.2 shall not apply if the third party claim against the Licensee:
(a) does not state with specificity that the Software Materials, Licensor Materials and/or Support Services are the basis of the third party claim against the Licensee;
(b) arises from the use or combination of the Software Materials, Licensor Materials and/or Support Services or any part thereof with software, hardware, data, mater
(c) arises from Software Materials, Licensor Materials and/or Support Services provided to the Licensee at no charge; or
(d) arises from the Licensee Materials, or the acts or omissions of Licensee Developers, or the Licensee's breach of these Terms.
10.
Exclusions and limitations
10.1 Neither party's liability:
(a) for death or personal injury caused by its negligence;
(b) for fraudulent misrepresentation or for any other fraudulent act or omission;
(c) for breach of clauses 3.6, 3.7 and/or 11;
(d) for breach of any indemnity contained in these Terms; or
(e) for any other liability which may not lawfully be excluded or limited;
is excluded or limited by these Terms, even if any other term of these Terms would otherwise suggest that this might be the case.
10.2 SUBJECT TO CLAUSE 10.1, NEITHER PARTY SHALL BE LIABLE FOR:
(a) ANY INDIRECT, CONSEQUENTIAL OR SPECIAL LOSS;
(b) ANY LOSS OF PROFIT;
(c) LOSS OF BUSINESS OR CONTRACTS;
(d) LOST PRODUCTION OR OPERATION TIME;
(e) LOSS OF OR CORRUPTION TO DATA; OR
(f) LOSS OF GOODWILL OR ANTICIPATED SAVINGS;
HOWEVER ARISING (WHETHER FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE), WHE
10.3 SUBJECT TO CLAUSES 10.1 AND 10.2, A PARTY'S TOTAL LIABILITY TO THE OTHER PARTY ARISING OUT OF OR RELATING TO THESE TERMS OR ITS S
11.
Confidentiality

11.1 Each party shall:
(a) keep confidential all Confidential Information of the other party which it receives in connection with these Terms;
(b) only use such Confidential Information as strictly necessary for the performance of, or exercise of its rights under, these Terms;
(c) subject to clause 11.2, not disclose such Confidential Information to any third party, other than its professional advisers, officers, employees, agents, contractors a
(d) promptly, upon request and, in any event, upon termination of these Terms(for whatever reason), return to the other party all materials (in whatever form) incorpora
11.2 Either party may disclose the other's Confidential Information to the extent required by law or by any court, tribunal, regulator or other authority with competent jur
12.
Data protection
12.1 Each party shall at all times during the term of these Terms, comply with the Data Protection Legislation.
12.2 The Licensor sets out how it uses end user personal data in its privacy policy (that can be found at https://www.ag-grid.com/privacy).
12.3 The Licensee shall not send the Licensor any personal data or carry out any act or omission which would result in the Licensor processing any personal data, fron
12.4 It is not expected that the Licensor will process any personal data in the provision of the Services as a processor for GDPR purposes but if it does the parties shal
12.5 The Licensor does not anticipate that it will receive Personal Data when providing the Support Services, however, to the extent that the parties do share any Pers
12.6 Where Personal Data shared as part of the Support Services is transferred outside the UK or the EEA, except if to an Adequate Country, the parties agree that the
12.7 The EU SCCs will apply as follows
(a) clause 7 (Docking Clause) of Section 1 will apply;
(b) the second paragraph of clause 11 (a) (Redress) of Section II (relating to an independent resolution body) will not apply;
(c) clause 13 (a) (Supervision) of Section II will apply based on where the Licensee, as data exporter is: (i) established in the EU: "the supervisory authority with respo
(d) Option 1 of clause 17 will apply and the governing law will be the law of the Republic of Ireland; and
(e) in clause 18 (b), the courts will be the courts of the Republic of Ireland.
12.8 The UK Approved Addendum shall apply as set out in Exhibit B to these Terms.
13.
Commencement and duration of Terms
13.1 These Terms shall commence on the Effective Date and shall, unless sooner terminated in accordance with its terms, terminate automatically without notice on ex
14.
Commencement and duration of Quotes
14.1 The relevant Quote is effective as of the later of the: (i) Effective Date; and (ii) effective date set out in the relevant Quote ("Quote Effective Date"). The relevant Q
14.2 Unless the relevant Quote is further extended in accordance with this clause or terminated earlier in accordance with its terms or these Terms, the relevant Quote
15.
Termination
15.1 Either party may terminate these Terms and/or any Quote by giving the other written notice if:
(a) the other materially breaches any term of these Terms and it is not possible to remedy that breach;
(b) the other materially breaches any term of these Terms and it is possible to remedy that breach, but the other fails to do so within 30 days of being requested in wri
(c) the other suffers or undergoes an Insolvency Event and to the extent such termination is permitted under applicable law; or
(d) the other is delayed in performing its obligations under these Terms under clause 17 for a period of 30 days or more.
For the purposes of this clause 15.1, in order for it to be possible to remedy a breach it must be possible to take steps so as to put the other party into the same positio
16.
Consequences of termination
16.1 Termination of any Quote will not have the effect of terminating the whole Terms or any other Quote, but termination of these Terms will automatically terminate all
16.2 Termination of these Terms and/or any Quote for any reason will not affect:
(a) any accrued rights or liabilities which either party may have by the time termination takes effect; or
(b) the coming into force or the continuation in force of any of its provisions that expressly or by implication are intended to come into force or continue in orce on or a
17.
Force majeure
Neither party will be liable to the other for any failure or delay in performing its obligations under these Terms which arises because of any circumstances which it cann
18.
General
18.1 Except as expressly permitted under these Terms, the Licensee may not sub-license or assign, sub-contract or delegate any or all of its rights or obligations under
18.2 In the event that the Licensor consents to the Licensee sub-contracting performance of its obligations, the Licensee will remain liable for performance of the releva
18.3 All notices and consents relating to these Terms must be in writing. Notices must be sent to the address of the recipient set out in these Terms or otherwise notifie
(a) if sent by hand, when delivered;
(b) if sent by registered mail, two days after the date of posting (or, if sent by air mail, seven days after the date of posting); and
(c) if sent by email, at 9.00am on the next Business Day following transmission.
18.4 Unless the parties expressly agree otherwise in writing:
(a) if a party:
(i) fails to exercise or delays exercising or only exercises partially any right or remedy provided under these Terms or by law; or
(ii) agrees not to exercise or to delay exercising any right or remedy provided under these Terms or by law;
then that party shall not be deemed to have waived and shall not be precluded or restricted from further exercising that or any other right or remedy; and
(b) no right, power or remedy under these Terms or otherwise available to a party is exclusive of any other right, power or remedy under these Terms or otherwise ava
18.5 If any provision of these Terms is held for any reason to be ineffective or unenforceable, this shall not affect the validity or enforceability of any other provision of th
18.6 All variations to these Terms must be agreed, set out in writing and signed on behalf of both parties before they take effect.
18.7 Except to the extent that these Terms expressly provide otherwise, nothing in these Terms shall or is intended to create a partnership or joint venture between the
18.8 Each party confirms that, in entering into and performing these Terms, it is acting as principal and not as the agent of any undisclosed third-party principal.
18.9 A person who is not a party to these Terms shall not have any rights under or in connection withcit, whether under the Contracts (Rights of Third Parties) Act 1999
18.10 The Licensor shall:
(a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption, including the Bribery Act 2010 ("Act");
(b) not do anything which would constitute an offence or which would cause the Licensee to commit an offence under the Act;
(c) have and shall maintain in place throughout the term of these Terms its own policies and procedures (copies of which will be made available to the Licensee upon
(d) promptly report to the Licensee any request or demand for any undue financial or other advantage of any kind received by the Licensor in connection with the perf
(e) procure that all associated persons (as defined in the Act) of the Licensor will comply with clauses 18.10(a) to (c).
A breach of this clause 18.10 by the Licensor shall constitute a material breach entitling the Licensee to terminate these Terms immediately on written notice.
18.11 These Terms sets out all of the terms that have been agreed between the parties in relation to the subjects covered by it and no other terms shall be applicab
18.12 These Terms are governed by English law. The parties submit to the exclusive jurisdiction of the English courts in relation to any dispute or difference betwee
SCHEDULE 1
Support Services
1.
Scope of Support Services
1.1 Licensor shall provide the following Support Services for the Software in accordance with these Terms:
(a) an online support forum, access to which is restricted to members who have been granted access by the Licensor ("Support Forum"), monitored by personnel who
(b) corrective maintenance as described in paragraph 2; and
(c) a software updating service as described in paragraph 3.
1.2 The Support Services will be provided in English.
1.3 The Licensee shall be entitled to 10 Support Requests during the Initial Term or a single Renewal Term per Licensee Developer under the same relevant licence.
1.4 Notwithstanding anything else in these Terms, the Licensor shall not be obliged to provide Support Services:
(a) in relation to any Error to the extent that it is caused by the Licensee's (or any of its Affiliates') misuse, misconfiguration, alteration or damage to the Software; the
(b) in relation to more than 10 Support Requests during the relevant Quote Initial Term or relevant Quote Renewal Term per Licensee Developer under the same relev
(c) on any public holiday day in the UK and on 27, 28, 29 30 and 31 December of each year; and
(d) for any additional holiday period during which the Licensor shall not be open for business, such holiday period(s) to be made publicly available at https://www.ag-g
2.
Corrective maintenance
(a) Upon receipt of a Support Request, the Licensor shall use its reasonable endeavours to commence corrective maintenance or otherwise resolve the Support Req
(b) Notwithstanding anything else in this SCHEDULE 1, the Licensor shall only be required to resolve Support Requests:
(a) which relate to the current release of the Software and previous releases that were released less than 12 months before the date of a Support Request; and
(b) if a New Version is not available which would otherwise resolve the Support Request, in which case the relevant Licensee Developer(s) may acquire such New Ve
3.
Software updating service
3.1 The Licensor shall promptly make available to the Licensee Developers, as part of the Support Services, all Updates issued generally by the Licensor to its custor
3.2 The Licensee Developers shall have the right, in their sole discretion, to acquire any Update and, at any time, to download, or require the Licensor to make availal

3.3 The Licensor shall promptly notify the Licensee Developers of all revisions, additions or updates to all Documentation which may be necessary as a result of the p
SCHEDULE 2
EXHIBIT A
EU STANDARD CONTRACTUAL CLAUSES (ANNEXES)
COMMISSION IMPLEMENTING DECISION (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant
ANNEX 1 TO THE EU STANDARD CONTRACTUAL CLAUSES
A. LIST OF PARTIES
MODULE ONE: Transfer controller to controller
Data exporter(s):
Name: The data exporter is the Licensee.

Address: The Licensee's address is as provided by the Licensee.

Contact person's name, position and contact details: To be provided by the Licensee.

Activities relevant to the data transferred under these clauses: As set out in the Addendum and these Terms.

Signature and date: The signature and effective date of these Terms apply.

Role (controller/processor): Controller

Data importer(s):
Name: The data importer is the Licensor.

Address: The Licensor's address is set out in the Quote.

Contact person's name, position and contact details: To be provided by the Licensor.

Activities relevant to the data transferred under these clauses: As set out in the Addendum and these Terms.

Signature and date: The signature and effective date of these Terms apply.

Role (controller/processor): Controller

B. DESCRIPTION OF TRANSFER
MODULE ONE: Transfer controller to controller
Categories of data subjects whose personal data is transferred
End users

Categories of personal data transferred
Names, email addresses and job titles

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as fo
None. The Licensee will not provide the Licensor with any special category or sensitive data and the Licensor will not process any such data within the context of the se

The frequency of the transfer (e.g whether the data is transferred on a one-off or continuous basis)
For the duration of these Terms.

Nature of the processing
Personal Data may be received, processed, and stored in order to provide the Services in accordance with these Terms.

Purpose(s) of the data transfer and further processing
To provide the Services.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period
The data exporter determines the duration of processing in accordance with the terms of the Data Processing Addendum.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing
Sub-processors: Google, Salesforce, Zendesk

Subject matter: names, email addresses and title

Information stored for the purpose of corresponding with customers to carry on business with them and provide Support Services as provided in SCHEDULE 1 of these

Duration for all: for the duration of these Terms.

EXHIBIT B
Information Required for UK Approved Addendum

For the purposes of the UK Approved Addendum:

- the information required for Table 1 is contained in Annex I to the EU Standard Contractual Clauses of these Terms and the start date shall be the same date as the
- in relation to Table 2, the versions of the EU Standard Contractual Clauses to which the UK Approved Addendum applies are the Controller-to-Controller Module (Mo
- In relation to Table 3, the description of the transfer are as set out in Annex I of the EU Standard Contractual Clauses at Exhibit A of these Terms.
- In relation to Table 4, neither party will be entitled to terminate the UK Approved Addendum in accordance with clause 19 of the UK Mandatory Clauses.

**142: CPL-1.0** ⇧

Common Public License - v 1.0

Updated 16 Apr 2009

As of 25 Feb 2009, IBM has assigned the Agreement Steward role for the CPL to the Eclipse Foundation. Eclipse has designated the Eclipse Public License (EPL) as t

THE ACCOMPANYING PROGRAM IS PROVIDED UNDER THE TERMS OF THIS COMMON PUBLIC LICENSE ("AGREEMENT"). ANY USE, REPRODUCTION OR

1. DEFINITIONS

"Contribution" means:

a) in the case of the initial Contributor, the initial code and documentation distributed under this Agreement, and
b) in the case of each subsequent Contributor:

i) changes to the Program, and
ii) additions to the Program;
where such changes and/or additions to the Program originate from and are distributed by that particular Contributor. A Contribution 'originates' from a Contributor if it v

"Contributor" means any person or entity that distributes the Program.

"Licensed Patents " mean patent claims licensable by a Contributor which are necessarily infringed by the use or sale of its Contribution alone or when combined with t

"Program" means the Contributions distributed in accordance with this Agreement.

"Recipient" means anyone who receives the Program under this Agreement, including all Contributors.

2. GRANT OF RIGHTS

a) Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free copyright license to reproduce, prepare
b) Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free patent license under Licensed Patents to r
c) Recipient understands that although each Contributor grants the licenses to its Contributions set forth herein, no assurances are provided by any Contributor that
d) Each Contributor represents that to its knowledge it has sufficient copyright rights in its Contribution, if any, to grant the copyright license set forth in this Agreemer
3. REQUIREMENTS

A Contributor may choose to distribute the Program in object code form under its own license agreement, provided that:

a) it complies with the terms and conditions of this Agreement; and
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(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requir

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If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), the

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For an executable, the required form of the "work that uses the Library" must include any data and utility programs needed for reproducing the executable from it. Howe

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(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

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When a program is linked with a library, whether statically or using a shared library, the combination of the two is legally speaking a combined work, a derivative of the original library. The ordinary General Public License therefore permits such linking only if the entire combination fits its criteria of freedom. The Lesser General Public License permits more lax criteria for linking other code with the library.

We call this license the "Lesser" General Public License because it does Less to protect the user's freedom than the ordinary General Public License. It also provides other free software developers Less of an advantage over competing non-free programs. These disadvantages are the reason we use the ordinary General Public License for many libraries. However, the Lesser license provides advantages in certain special circumstances.

For example, on rare occasions, there may be a special need to encourage the widest possible use of a certain library, so that it becomes a de-facto standard. To achieve this, non-free programs must be allowed to use the library. A more frequent case is that a free library does the same job as widely used non-free libraries. In this case, there is little to gain by limiting the free library to free software only, so we use the Lesser General Public License.

In other cases, permission to use a particular library in non-free programs enables a greater number of people to use a large body of free software. For example, permission to use the GNU C Library in non-free programs enables many more people to use the whole GNU operating system, as well as its variant, the GNU/Linux operating system.

Although the Lesser General Public License is Less protective of the users' freedom, it does ensure that the user of a program that is linked with the Library has the freedom and the wherewithal to run that program using a modified version of the Library.

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The "Library", below, refers to any such software library or work which has been distributed under these terms. A "work based on the Library" means either the Library or any derivative work under copyright law: that is to say, a work containing the Library or a portion of it, either verbatim or with modifications and/or translated straightforwardly into another language. (Hereinafter, translation is included without limitation in the term "modification".)

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d) If a facility in the modified Library refers to a function or a table of data to be supplied by an application program that uses the facility, other than as an argument passed when the facility is invoked, then you must make a good faith effort to ensure that, in the event an application does not supply such function or table, the facility still operates, and performs whatever part of its purpose remains meaningful.

(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

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If distribution of object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code.

5. A program that contains no derivative of any portion of the Library, but is designed to work with the Library by being compiled or linked with it, is called a "work that uses the Library". Such a work, in isolation, is not a derivative work of the Library, and therefore falls outside the scope of this License.

However, linking a "work that uses the Library" with the Library creates an executable that is a derivative of the Library (because it contains portions of the Library), rather than a "work that uses the library". The executable is therefore covered by this License. Section 6 states terms for distribution of such executables.

When a "work that uses the Library" uses material from a header file that is part of the Library, the object code for the work may be a derivative work of the Library even though the source code is not. Whether this is true is especially significant if the work can be linked without the Library, or if the work is itself a library. The threshold for this to be true is not precisely defined by law.

If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

6. As an exception to the Sections above, you may also combine or link a "work that uses the Library" with the Library to produce a work containing portions of the Library, and distribute that work under terms of your choice, provided that the terms permit modification of the work for the customer's own use and reverse engineering for debugging such modifications.

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b) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system, rather than copying library functions into the executable, and (2) will operate properly with a modified version of the library, if the user installs one, as long as the modified version is interface-compatible with the version that the work was made with.

c) Accompany the work with a written offer, valid for at least three years, to give the same user the materials specified in Subsection 6a, above, for a charge no more than the cost of performing this distribution.

d) If distribution of the work is made by offering access to copy from a designated place, offer equivalent access to copy the above specified materials from the same place.

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For an executable, the required form of the "work that uses the Library" must include any data and utility programs needed for reproducing the executable from it. However, as a special exception, the materials to be distributed need not include anything that is normally distributed (in either source or binary form) with the major

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**210: LGPL-2.1** ⇧

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If distribution of object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place satisfies the requirement to distribute the source code, even though third parties are not compelled to copy the source along with the object code.

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a) Accompany the work with the complete corresponding machine-readable source code for the Library including whatever changes were used in the work (which must be distributed under Sections 1 and 2 above); and, if the work is an executable linked with the Library, with the complete machine-readable "work that uses the Library", as object code and/or source code, so that the user can modify the Library and then relink to produce a modified executable containing the modified Library. (It is understood that the user who changes the contents of definitions files in the Library will not necessarily be able to recompile the application to use the modified definitions.)

b) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (1) uses at run time a copy of the library already present on the user's computer system, rather than copying library functions into the executable, and (2) will operate properly with a modified version of the library, if the user installs one, as long as the modified version is interface-compatible with the version that the work was made with.

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(For example, a function in a library to compute square roots has a purpose that is entirely well-defined independent of the application. Therefore, Subsection 2d requires that any application-supplied function or table used by this function must be optional: if the application does not supply it, the square root function must still compute square roots.)

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If such an object file uses only numerical parameters, data structure layouts and accessors, and small macros and small inline functions (ten lines or less in length), then the use of the object file is unrestricted, regardless of whether it is legally a derivative work. (Executables containing this object code plus portions of the Library will still fall under Section 6.)

Otherwise, if the work is a derivative of the Library, you may distribute the object code for the work under the terms of Section 6. Any executables containing that work also fall under Section 6, whether or not they are linked directly with the Library itself.

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