

END USER SOFTWARE LICENCE AGREEMENT – APP VERSION

This End User Software Licence Agreement (the “**EULA**”) is a contract between the user of the Software (the “**End User**”) and (the “**Licensor**”), Communicaters incorporated in the United States of America. The Licensor and the End User together shall be referred to as the “**Parties**” and individually shall be referred to as a “**Party**”.

Please read this EULA carefully. By installing or using this [Communicaters] Software, the End User accepts all of the terms and conditions set out in this EULA. If the End User does not wish to be legally bound by the terms and conditions of this EULA, do not install or use this [Communicaters] Software.

The Parties agree as follows:

1. Definitions

- 1.1 *Definitions.* Unless otherwise provided in the main body of this EULA, capitalised terms shall have the meaning given to them in the attached Exhibit A, which forms part of this EULA as if set out here.

2. Licence

- 2.1 *Licence.* Subject to the provisions of this EULA, the Licensor grants to the End User a non-transferable, non-sub-licensable, and non-exclusive licence to use, solely in the Field and solely in object code form, the Software.
- 2.2 *Reservation of rights.* Except for the licence explicitly granted by Clause 2.1, the Licensor reserves all its rights. The End User acknowledges and agrees that the End User is licensed to use the Software only in accordance with the express provisions of this EULA and not further or otherwise.
- 2.3 *No support, etc.* Unless otherwise agreed by the Parties in writing, the Licensor shall have no obligation to upgrade, update, bug-fix, to provide support or maintenance services, or to provide assistance or consultancy services in relation to the Software.

3. Use, etc.

- 3.1 *Restrictions.* Except to the extent permitted by applicable mandatory law, the End User shall not: (a) copy or reproduce the Software; (b) merge the Software with any other software; (c) translate, adapt, vary, or modify the Software; or (d) disassemble, decompile, or reverse engineer the Software, or otherwise attempt to derive the source code of the Software.
- 3.2 *Further restrictions.* The End User shall not: (a) provide, disclose, demonstrate, or otherwise make available the Software to any third party; or (b) use the Software to provide any services or training for any third party; or (c) sell, lease, rent, transfer, hire-out, license, sub-license, assign, distribute, publish, charge, pledge, encumber, commercially exploit, or otherwise deal with the Software, or have any software written or developed that is based on or derived from the Software.
- 3.3 *Obligations.* The End User shall at all times: (a) effect and maintain adequate security measures to safeguard the Software from unauthorised access, use, and disclosure; (b) supervise and control access to and use of the Software in accordance with the provisions of this EULA; (c) provide the Licensor from time to time on request with contact details for the person responsible for supervising and controlling such access and use; and (d) ensure that the Software is at all times clearly labelled as the property of the Licensor. The provisions of this Clause 3.3 are without prejudice to the provisions of Clause 6.1.

4. Violations / Harassments

- 4.1 *Cyberbullying.* The End User shall acknowledge that cyberbullying is totally unacceptable by Communicaters.
- 4.2 *Harassment.* The End User shall acknowledge that any harassment of other users in this software

shall result to suspension or possible termination of End User's access.

5. Confidential Information

- 5.1 *Confidentiality obligations.* As between the Parties, all Confidential Information belongs to the Licensor. At all times during the term of this EULA and at all times subsequently, the End User shall: (a) maintain all Confidential Information securely and in the strictest confidence and shall respect the Licensor's rights therein; (b) not disclose or otherwise make available any Confidential Information to any third party; and (c) not use any Confidential Information for any purpose, except for the purpose of using the Software in accordance with the provisions of this EULA.
- 5.2 *Exceptions to obligations.* The provisions of Clause 5.1 shall not apply to Confidential Information which the End User can demonstrate by reasonable, written evidence: (a) is subsequently disclosed to the End User without any obligations of confidence by a third party who has not derived it directly or indirectly from the Licensor; or (b) is or becomes generally available to the public through no act or default of the End User or its agents, employees, or affiliates.
- 5.3 *Disclosure to employees, etc.* The End User shall procure that all its employees and other personnel who have access to any Confidential Information: (a) shall be made aware of, and subject to the obligations, set out in Clause 5.1; and (b) shall have entered into written undertakings of confidentiality and non-use which are at least as restrictive as Clause 5.1 and Clause 5.2 and which apply to the Confidential Information.
- 5.4 *Return of Confidential Information.* Upon any termination of this EULA for any reason, the End User shall: (a) return to the Licensor any documents and other materials that contain any Confidential Information including all copies made, except for one (1) copy as may be necessary to be retained for the purpose of compliance with any continuing obligations under this EULA; and (b) make no further use, copy, or disclosure thereof.

6. Acknowledgements, disclaimers, etc.

- 6.1 *Acknowledgements.* The End User acknowledges and agrees that software in general is not error-free and agrees that the existence of any errors in the Software shall not constitute a breach of this EULA by the Licensor.
- 6.2 *Obligation to correct material errors, etc.* If the End User discovers a material error in the functionality of the Software which substantially affects the End User's use of the Software and the End User notifies the Licensor of such material error in writing within [●] days of the date of this EULA, the Licensor shall use reasonable endeavours to correct, by patch or new release (at the Licensor's option), that part of the Software which is affected by such material error.
- 6.3 *Further support.* If the End User requires any further support and/or maintenance services in respect of the Software, the End User shall notify the Licensor in writing and the Parties may discuss the possibility of entering into a support agreement.
- 6.4 *No such obligation in certain circumstances.* The Licensor's obligations under Clause 6.2 shall be excluded in the following circumstances: (a) following wilful damage to the Software or negligence in its use; (b) where the Software has not been used, maintained, and/or stored in accordance with any instructions or recommendations given by the Licensor or in accordance with the provisions of this EULA; (c) where the problem arises from software not supplied by the Licensor; (d) where the Software is used other than in the correct configuration; and/or (e) following any unauthorised use of or modification to the Software.
- 6.5 *Viruses, etc.* The Licensor does not warrant that the Software supplied under this EULA shall be free from all viruses. The End User acknowledges and agrees that it is solely the End User's responsibility to conduct appropriate virus scanning of the Software prior to installation and use.
- 6.6 *Possible charges.* Where a defect in the Software is found upon investigation not to be the Licensor's responsibility, the Licensor reserves the right to charge the End User on a time and materials basis at the Licensor's then current rates for all time, costs, and expenses incurred by the Licensor in consequence of such investigation.

- 6.7 *No implied warranties, etc.* The express undertakings and warranties given by the Licensor in this EULA are in lieu of all other warranties, conditions, terms, undertakings and obligations, whether express or implied by statute, common law, custom, trade usage, course of dealing or in any other way, including any implied warranty of merchantability, satisfactory quality, fitness for any particular purpose. All of these are excluded to the fullest extent permitted by applicable law. Without limiting the scope of the preceding sentences, the Licensor gives no warranty or guarantee that the Software will meet the End User's requirements, that the use of the Software will be un-interrupted, or that any errors and/or defects in the Software can or will be corrected.
- 6.8 *Indemnity.* The End User shall indemnify the Licensor from and against any and all losses, damages, claims, demands, liabilities, costs, and expenses of any nature whatsoever that may be asserted against or suffered by the Licensor and which relate to: (a) any use by the End User of the Software; and/or (b) the development, manufacture, use, supply, or any other dealing in any products or services that were generated from the use of the Software, including any claims based on product liability laws.
- 6.9 *Limit of liability.* Communicaters shall not be liable for any claim in the course of using this application, irrespective of the basis of the claim (whether in contract, tort, negligence, or otherwise in accordance with the provisions of this Clause 6.9:
- (a) The Communicaters application is a free social media software. Therefore, End Users are exclusively responsible for misuse or fraud.
 - (b) Subject to Clause 6.9(a), the Licensor shall in no circumstances be liable for any type of special, indirect or consequential loss, for any loss of profit, revenue, or anticipated saving, lost, incorrect or spoilt data, loss of use, loss of contracts with third parties, loss of business or loss of goodwill, even if such loss was reasonably foreseeable or the Licensor had been advised of the possibility of the same arising.

7. Duration and termination

- 7.1 *Commencement and termination.* This EULA, and the licence granted hereunder, shall come into effect on the Start Date and shall continue in force unless and until terminated in accordance with Clause 7.2 or Clause 7.3.
- 7.2 *Termination by either party.* Either Party may terminate this EULA, and the licence granted hereunder, at any time by notice in writing to the other Party (the "**Other Party**"), such termination to take effect as specified in the notice:
- (a) if the Other Party is in material or persistent breach of any provision of this EULA and, in the case of a breach capable of remedy within [insert] days, the breach is not remedied within [insert] days of the Other Party receiving notice specifying the breach and requiring its remedy; or
 - (b) if (i) the Other Party becomes insolvent or unable to pay its debts as and when they become due; or (ii) an order is made or a resolution is passed for the winding up of the Other Party (other than voluntarily for the purpose of solvent amalgamation or reconstruction); or (iii) a liquidator, examiner, receiver, receiver manager, or trustee is appointed in respect of the whole or any part of the Other Party's assets or business; or (iv) the Other Party makes any composition with its creditors; or (v) the Other Party ceases to continue its business; or (vi) as a result of debt and/or maladministration the Other Party takes or suffers any similar or analogous action in any jurisdiction.
- 7.3 *Further rights of the Licensor to terminate.*
- (a) The Licensor may terminate this EULA, and the licence granted hereunder, at any time by notice in writing to the End User, such termination to take effect as specified in the notice, if the End User fails to pay any amount due under this EULA by the relevant due date.
 - (b) In addition, this EULA, and the licence granted hereunder, shall terminate automatically if the Licensor's licence in respect of the Software is terminated for any reason. In such circumstances, the Licensor shall give prompt written notice thereof to the End User.

7.4 *Consequences of termination.* In the event of any termination of this EULA for any reason:

- (a) any licence granted by the Licensor under this EULA shall automatically terminate without further notice, and the End User shall make no further use of, or carry out any other activity in relation to, the Software; and
- (b) any instalments of the Licence Fee due to be paid after the date of termination shall forthwith become due and payable by the End User, and the Licensor shall be under no obligation to reimburse the whole or any part of the Licence Fee.

7.5 *Accrued rights.* Termination of this EULA for any reason shall not affect the rights and obligations of the Parties accrued before termination, including any right to claim damages. The rights and obligations of the Parties set out in Clauses 5, 6.8, 6.9, 7.4, 7.5, and 8 shall survive any termination of this EULA for any reason.

8. General

8.1 *Amendments.* This EULA may only be amended in writing signed by duly authorised representatives of the Licensor and the End User.

8.2 *Invalid clauses.* If any provision or part of this EULA is held to be invalid, amendments to this EULA may be made by the addition or deletion of wording as appropriate to remove the invalid part or provision but otherwise retain the provision and the other provisions of this EULA to the maximum extent permissible under applicable law.

8.3 *No agency.* Nothing in this EULA shall create, evidence, or imply any agency, partnership, or joint venture between the Parties. Neither Party shall act or describe itself as the agent of the other, nor shall it make or represent that it has authority to make any commitments on the other's behalf.

8.4 *Interpretation.* In this EULA:

- (a) References to persons include incorporated and unincorporated persons and references to the singular include the plural and vice versa;
- (b) References to Clauses and Exhibits mean clauses of, and exhibits to, this EULA;
- (c) References in this EULA to termination include termination by expiry; and
- (d) Where the word "including" is used it means "including without limitation".

8.5 *Governing law and jurisdiction.* The validity, construction, and performance of this EULA shall be governed by and construed in accordance with the laws of the Republic of Ireland and shall be subject to the exclusive jurisdiction of the courts of the Republic of Ireland to which the Parties hereby submit.

8.6 *No use of names, etc.* Neither Party shall use the names, marks, trade names, trademarks, crests, logos, or registered images of the other Party without that Party's prior written consent.

8.7 *Entire agreement.* This EULA, including the attached Exhibits, sets out the entire agreement between the Parties relating to its subject matter and supersedes all prior oral and written agreements, arrangements, or understandings between them relating to such subject matter