End-User License Agreement (EULA) for Griffin MMM

PLEASE READ CAREFULLY BEFORE ACCESSING OR DOWNLOADING ANY SOFTWARE FROM THIS WEBSITE:

This licence agreement (Licence) is a legal agreement between you (Licensee or you) and FixedPoint IO Ltd with Company number 13288661, Registered office address 20-22 Wenlock Road, London, England, N1 7GU (Licensor, us or we) for:

1. Griffin MMM computer software, the data supplied with the software, and the associated media (Software); and
2. printed materials and electronic documents provided with the Software (Documents).

We license use of the Software and Documents to you on the basis of this Licence. We do not sell the Software or Documents to you. We remain the owners of the Software and Documents at all times.

Installation and Use: The Software is designed to be installed and used within a Jupyter workbook environment. You are solely responsible for the proper installation and configuration of the Software within your environment.

 ACCEPTANCE AND REGISTRATION PROCESS:

1. To use the Software, you must:

a) Complete the information below

b) Sign this Agreement

c) Send the completed and signed Agreement to: [info@griffin-analytics.com](mailto:info@griffin-analytics.com)

d) Await confirmation email with activation instructions

LICENSEE INFORMATION:

Full Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position/Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name (if applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By signing below, you:

1. Confirm that you have read and understood this Agreement

2. Agree to be bound by the terms and conditions contained herein

3. Warrant that you have the authority to enter into this Agreement

4. Confirm understanding that the Software is provided without warranty of any kind (Section 4)

5. Accept that any use of the Software is at your own risk and that you are responsible for:

- Meeting your own cybersecurity requirements

- Ensuring the Software meets your business needs

- Proper installation and configuration

- Data backup and security measures

6. Acknowledge that these terms have been specifically brought to your attention and that you have had the opportunity to review them with your legal advisors if desired.

If you do not agree to these terms, you must not install, copy, or use the Software.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

You should print a copy of this Licence for future reference.

1.  GRANT AND SCOPE OF LICENCE

1.1 In consideration of payment by you of the agreed licence fee and you agreeing to abide by the terms of this Licence, we grant to you a non-exclusive, non-transferable licence to use the Software and the Documents worldwide, subject to:

(a) applicable export control laws and regulations;

(b) compliance with all local laws and regulations in your jurisdiction;

(c) the terms and conditions of this Licence.

1.2 This Licence shall be governed by and construed in accordance with English law, but may be used by licensees globally, provided that:

(a) nothing in this Licence shall restrict or exclude any rights or remedies you may have under the mandatory laws of your jurisdiction;

(b) you are responsible for ensuring your use of the Software complies with all applicable local laws, regulations, and requirements;

(c) you acknowledge that certain features or functionalities may not be available or may be restricted in certain jurisdictions due to local regulations.

1.3 Export Compliance:

(a) You agree to comply with all applicable international and national laws that apply to the Software, including all applicable export control regulations;

(b) You represent and warrant that you are not located in, or a resident of, any country that is subject to applicable trade sanctions or embargoes;

(c) You agree not to export, re-export, or transfer the Software to any prohibited country, entity, or person.

1.4  You may:

(a)  download, install and use the Software for your internal business purposes only:

(i)  not share the Github access token with users outside your organisation;

(ii)  share the software with up to 5 (five) concurrent users in your organisation;

(iii) use the Software specifically for Media Mix Modeling purposes only

(b)  receive and use any free supplementary software code or update of the Software incorporating “patches” and corrections of errors as may be provided by us from time to time; and

(c)  use any Documents in support of the use permitted under [*Condition 1.2*](#co_anchor_a298333_1) and make up to two (2) copies of the Documents as are reasonably necessary for its lawful use.

2.  RESTRICTIONS

2.1  Except as expressly set out in this Licence or as permitted by any local law, you undertake:

(a)  not to copy the Software or Documents except where such copying is incidental to normal use of the Software, or where it is necessary for the purpose of back-up or operational security;

(b)  not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software or Documents;

(c)  not to make alterations to, or modifications of, the whole or any part of the Software, nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;

(d)  not to disassemble, deobfuscate, decompile, reverse-engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by you during such activities:

(i)  is used only for the purpose of achieving inter-operability of the Software with another software program; and

(ii)  is not unnecessarily disclosed or communicated without our prior written consent to any third party; and

(iii)  is not used to create any software which is substantially similar to the Software;

(e)  to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;

(f)  to supervise and control use of the Software and ensure that the Software is used by your employees and representatives in accordance with the terms of this Licence;

(g)  to include our copyright notice on all entire and partial copies of the Software on any medium;

(h)  not to provide or otherwise make available the Software in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person other than your employees without prior written consent from us;

(i)  to comply with all applicable technology control or export laws and regulations;

(j)  not use the Software via any communications network or by means of remote access;

(k) not to share your GitHub token with any third party unless directed by us to do so; and

(m) Restrictions on publishing benchmarks or comparative analyses without prior written consent

3.  INTELLECTUAL PROPERTY RIGHTS

3.1  You acknowledge that all intellectual property rights in the Software and the Documents anywhere in the world belong to us, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software or the Documents other than the right to use them in accordance with the terms of this Licence.

3.2  You acknowledge that you have no right to have access to the Software in source code form.

4.  WARRANTY DISCLAIMER

THE SOFTWARE IS PROVIDED “AS IS”WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE REMAINS WITH YOU.

5.  LIMITATION OF LIABILITY

5.1  You acknowledge that the Software has not been developed to meet your individual requirements, including any particular cybersecurity requirements you might be subject to under law or otherwise, and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documents meet your requirements.

5.2  We only supply the Software and Documents for internal use by your business, and you agree not to use the Software or Documents for any re-sale purposes.

5.3  We shall not in any circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence for:

(a)  loss of profits, sales, business, or revenue;

(b)  business interruption;

(c)  loss of anticipated savings;

(d)  wasted expenditure;

(e)  loss or corruption of data or information;

(f)  loss of business opportunity, goodwill or reputation;

where any of the losses set out in [*Condition 5.3(a)*](#co_anchor_a570100_1) to [*Condition 5.3(f)*](#co_anchor_a879858_1) are direct or indirect; or

(g)  any special, indirect or consequential loss, damage, charges or expenses.

5.4  Other than the losses set out in [*Condition 5.3*](#co_anchor_a1003989_1) (for which we are not liable), our maximum aggregate liability under or in connection with this Licence whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to 10% of the annual Licence Fee. This maximum cap does not apply to [*Condition 5.5*](#co_anchor_a104167_1).

5.5  Nothing in this Licence shall limit or exclude our liability for:

(a)  death or personal injury resulting from our negligence;

(b)  fraud or fraudulent misrepresentation;

(c)  any other liability that cannot be excluded or limited by English law.

5.6  This Licence sets out the full extent of our obligations and liabilities in respect of the supply of the Software and Documents. Except as expressly stated in this Licence, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Software and Documents which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

6.  TERMINATION

6.1  We may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 7 days after the service of written notice requiring you to do so.

6.2  On termination for any reason:

(a)  all rights granted to you under this Licence shall cease;

(b)  you must immediately cease all activities authorised by this Licence; and

(c)  you must immediately and permanently delete or remove the Software from all computer equipment in your possession, and immediately destroy or return to us (at our option) all copies of the Software and Documents then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

7.  COMMUNICATIONS BETWEEN US

7.1  We may update the terms of this Licence at any time on notice to you in accordance with this [*Condition 7*](#co_anchor_a666232_1). Your continued use of the Software and Documents following the deemed receipt and service of the notice under [*Condition 7.3*](#co_anchor_a510664_1) shall constitute your acceptance to the terms of this Licence, as varied. If you do not wish to accept the terms of the Licence (as varied) you must immediately stop using and accessing the Software and Document on the deemed receipt and service of the notice.

7.2  If we have to contact you, we will do so by email or by pre-paid post to the address you provided in accordance with your order the Software.

7.3  Note that any notice:

(a)  given by us to you will be deemed received and properly served 24 hours after it is first posted on our website, 24 hours after an email is sent, or three days after the date of posting of any letter; and

(b)  given by you to us will be deemed received and properly served 24 hours after an email is sent, or three days after the date of posting of any letter.

7.4  In proving the service of any notice, it will be sufficient to prove, in the case of posting on our website, that the website was generally accessible to the public for a period of 24 hours after the first posting of the notice; in the case of a letter, that such letter was properly addressed, stamped and placed in the post to the address of the recipient given for these purposes; and, in the case of an email, that such email was sent to the email address of the recipient given for these purposes.

8.  EVENTS OUTSIDE OUR CONTROL

8.1  We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Licence that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in [*Condition 8.2*](#co_anchor_a525783_1).

8.2  An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation failure of public or private telecommunications networks.

8.3  If an Event Outside Our Control takes place that affects the performance of our obligations under this Licence:

(a)  our obligations under this Licence will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and

(b)  we will use our reasonable endeavours to find a solution by which our obligations under this Licence may be performed despite the Event Outside Our Control.

9.  HOW WE MAY USE YOUR PERSONAL INFORMATION

9.1  Under data protection legislation, we are required to provide you with certain information about who we are, how we process the personal data of those individuals who use the Software and the Documents and for what purposes and those individuals’ rights in relation to their personal data and how to exercise them. This information is provided in our Privacy Notice (also enclosed) and it is important that you read that information.

10.  OTHER IMPORTANT TERMS

10.1  We may transfer our rights and obligations under this Licence to another organisation, but this will not affect your rights or our obligations under this Licence.

10.2  You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.

10.3  This Licence constitutes the entire agreement between us and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between us, whether written or oral, relating to its subject matter.

10.4  You acknowledge that in entering into this Licence you do not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Licence.

10.5  You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Licence.

10.6  A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

10.7  A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

10.8  Each of the conditions of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

10.9  This Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both irrevocably agree to the exclusive jurisdiction of the courts of England and Wales.

This version: 28 October 2024