**End-User License Agreement (EULA) for Griffin MMM**

PLEASE READ THIS LICENSE AGREEMENT 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:

* Griffin MMM computer software, including the data supplied with the software and associated media (Software); and
* Printed materials and electronic documents provided with the Software (Documents).

We license the 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.

**ACCEPTANCE AND REGISTRATION PROCESS:**

To use the Software, you must:

1. Complete the information below
2. Sign this Agreement
3. Send the completed and signed Agreement to: info@griffin-analytics.com
4. Await a confirmation email with activation instructions

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.

**LICENSEE INFORMATION:**

* Full Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Position/Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Company Name (if applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**1. GRANT AND SCOPE OF LICENCE**

**1.1 Licence Types**

We offer two versions of Griffin MMM:

* **Demo Version**: A free version with limited features, restricting analysis to four media channels.
* **Paid Version**: An extended version with unlimited analysis capabilities, accessible upon payment and acceptance of this Licence.

**1.2 Grant of Licence**

In consideration of payment by you of the agreed licence fee (for the Paid Version) and your agreement 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.

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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) Certain features or functionalities may not be available or may be restricted in certain jurisdictions due to local regulations.

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You agree to comply with all applicable international and national laws that apply to the Software, including all applicable export control regulations. 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. You agree not to export, re-export, or transfer the Software to any prohibited country, entity, or person.

**1.5 Usage Restrictions**

You may:

(a) Download, install, and use the Software for your internal business purposes only: - **Demo Version**: Limited to four media channels for analysis. - **Paid Version**: Unlimited channels for analysis, subject to payment and Licence acceptance.

(b) Share the Software with up to 5 (five) concurrent users within your organisation.

(c) Use the Software specifically for Media Mix Modeling purposes only.

(d) 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.

(e) Use any Documents in support of the use permitted under this Licence and make up to two (2) copies of the Documents as are reasonably necessary for its lawful use.

**NOTE**: For the Paid Version, access to the private GitHub repository and the GitHub access token will be provided upon receipt of payment and completion of this Licence agreement. You are required to keep your GitHub token secure and must not share it with any unauthorised persons.

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

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* To keep all copies of the Software secure and maintain accurate records of the number and locations of all copies.
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* Not to publish benchmarks or comparative analyses of the Software without prior written consent.

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5.1 We do not guarantee that the Software will meet your individual requirements, including any particular cybersecurity requirements.

5.2 We only supply the Software for internal use by your business. You agree not to use it for resale purposes.

5.3 We shall not be liable for:

* Loss of profits, sales, business, or revenue;
* Business interruption or data loss;
* Indirect, special, or consequential damages.

5.4 Our maximum liability shall be limited to 10% of the annual Licence Fee. This cap does not apply to liabilities that cannot be legally limited, including for fraud or death/injury resulting from negligence.

**6. TERMINATION**

We may terminate this Licence immediately if you commit a material or persistent breach of this Licence. Upon termination:

* All rights granted to you will cease.
* You must delete or destroy all copies of the Software and Documents.

**7. COMMUNICATIONS AND MODIFICATIONS**

We may update the terms of this Licence at any time. Notices will be sent to the email provided. Continued use constitutes acceptance of the new terms.

**8. EVENTS OUTSIDE OUR CONTROL**

We are not liable for delays or failures caused by events outside our reasonable control, including telecommunications failures.

**9. HOW WE MAY USE YOUR PERSONAL INFORMATION**

Please refer to our Privacy Notice for details on how we process personal data.

**10. OTHER IMPORTANT TERMS**

10.1 We may transfer our rights and obligations under this Licence to another organisation. You may only transfer your rights with our written consent.

10.2 This Licence constitutes the entire agreement and supersedes all previous agreements.

10.3 A waiver of rights must be in writing. If any clause is deemed unlawful, the remaining terms shall remain in effect.

10.4 This Licence is governed by English law, and any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.

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