

ANIMA V3: **END USER LICENCE AGREEMENT** **(EULA)**

UCL Non-Commercial Licence

Non-commercial Use Licence (18th March 2024)

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6.1 This Agreement shall be deemed executed in writing and signed by the parties upon delivery to the Licensee of the Software. Unless terminated earlier in accordance with any provisions of this Agreement, this Agreement shall be effective from the Commencement Date and shall continue in force, as long as, the Licensor's intellectual property rights in the Software subsist under any applicable law.

6.2 The Licensor may (without prejudice to its other rights) terminate this Agreement at any time forthwith by notice in writing to the Licensee if the Licensee defaults in due performance or observance of any of its obligations hereunder and (in the case of a remediable breach) fails to remedy the breach within 10 business days of receipt of a notice so to do.

6.3 The Licensor may terminate this Agreement at any time with or without cause on thirty (30) days' notice in writing to the Licensee.

6.4 Termination of this Agreement, for any reason, shall be without prejudice to the rights and liabilities of the Licensor which may have accrued on or at any time up to the date of termination.

6.5 Upon termination of this Agreement, for any reason, the licence granted under this Agreement shall immediately terminate and the Licensee shall forthwith cease using the Software and within seven (7) days shall remove or destroy all copies of the Software and supporting information or, and if requested by the Licensor to do so, the Licensee shall certify to the Licensor in writing that it has complied with its obligations under this clause 6.5.

6.6 Clauses 1, 4, 5, 6.4, 6.5, 6.6 and 8 will survive the expiry or the termination of this Agreement for any reason and will continue indefinitely.

7. Amendments

7.1 Licensor reserves the right, in its sole and absolute discretion, to revise, update, change, modify, add to, supplement, or delete certain terms of this Licence for security, legal, best practice or regulatory reasons.

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8.1 Assignment and Sub-Licensing. The Licensee is not entitled to assign, sub-contract or sub-license to any third party any of its rights or obligations under this Agreement without the Licensor's prior written consent. For the avoidance of doubt, if reasonably required by the Licensee, it may sub-license its rights under this Agreement, subject to prior written approval of the Licensor.

Provided such an approval is granted, the Licensee shall ensure that any agreement between the Licensee and its sub-licensee (i) shall include obligations on the sub-licensee, which are consistent with the obligations on the Licensee under this Agreement; and (ii) the sub-licensee complies fully with the terms of the relevant sub-license agreement. In a case where the Licensor has given its aforesaid approval, the Licensee shall be responsible for any breach of or non-compliance with the relevant sub-license agreement by the sub-licensee as if the breach or non-compliance had been a breach of or non-compliance with this Agreement by the Licensee and the Licensee shall indemnify the Licensor and/or the Authors against any claims which are awarded against or suffered by the Licensor and/or the Authors as a result of any such breach or non-compliance by the sub-licensee.

8.2 Severability. If any part, term or provision of this Agreement is held illegal or unenforceable the validity or enforceability of the remainder of this Agreement shall not be affected and the parties shall use their best endeavours to agree a replacement term with as nearly as possible the same legal effect.

8.3 Entire Agreement. This Agreement supersedes and cancels all previous agreements and working arrangements whether oral or written, express or implied between the parties in respect of or in connection with the matters referred to in this Agreement. The parties agree that neither of them is relying on any representation, warranty, condition or other provision that is not expressly set out in this Agreement. Nothing in this Agreement excludes liability for fraud, death or personal injury caused by negligence, or any other liability that may not be excluded under applicable law.

8.4 No Waiver. No waiver of any term or condition of this Agreement shall be effective unless made in writing and signed by the party against which enforcement of the waiver is sought. The waiver of any breach of any term or any condition of this

Agreement shall not be construed as a waiver of any subsequent breach of a term or condition of the same or a different nature.

8.5 Notice. Any notice required to be served by this Agreement shall be given in writing and served personally or by prepaid post addressed to either party at its address or served by email, using the address/email address of a party that has been made available to the other party. Any notice so posted shall be deemed in the absence of evidence of earlier receipt to have been served three days after such posting and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and posted as a prepaid letter. Writing shall include electronic writing and if delivered electronically shall be deemed received the working day after being sent.

8.6 Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts.

8.7 Third Parties. Except for the rights of the Authors as provided in Clauses 5.3, 5.4 and 8.1, this Agreement is not intended to, and does not give any person who is not a party to it any right to enforce any of its provisions for the purposes of the Contracts (Right of Third Parties) Act 1999.

8.8 This Agreement shall be deemed executed in writing and signed by the parties upon delivery to the Licensee of the Software.