

# UCOMMERCE

## LICENSE AGREEMENT

This agreement is between:

<b>Ucommerce ApS</b>	<b>Royal College of Surgeons of England</b>
CVR / VAT: 32267149 Åboulevarden 69b 8000 Aarhus C Denmark	Charity no. 212808 35-43 Lincoln's Inn Fields WC2A 3PE London United Kingdom
Seller: Contact person: Peter Schou Rasmussen <a href="mailto:psr@ucommerce.net">psr@ucommerce.net</a> +45 4250 4426	Customer contact: James Pearson-Jadwat JPJadwat@rcseng.ac.uk +44 20 7405 3474
Domain name(s)	<a href="https://www.rcseng.ac.uk/">https://www.rcseng.ac.uk/</a>
Finance contact person: Finance email: Finance phone:	Nick Pember <a href="mailto:supplierinvoices@rcseng.ac.uk">supplierinvoices@rcseng.ac.uk</a> 020 7869 6135
First subscription period:	2023-03-01 - 2024-02-29

You are looking to purchase the following from Ucommerce:

QUANTITY (production server)	LICENSE DESCRIPTION	INITIAL SUBSCRIPTION PERIOD COST	YEARLY RECURRING COST per entity* (production server)
3	Ucommerce for Sitecore	€ 20.000	€ 6.666,66**

- \* THE YEARLY RECURRING COST CAN BE SUBJECT TO CHANGE AS STATED IN CLAUSE 9
- \*\* THE COST PER ENTITY IS REDUCED FROM 10.000 EUR TO 6.666,66

Ucommerce is licensed per production server.

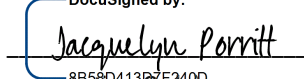
QUANTITY	LICENSE DESCRIPTION*	UPFRONT COST*	YEARLY RECURRING COST
1	Support after go-live	€ 999,50	€ 999,50**

\*FURTHER DESCRIPTION IS TO BE FOUND ON [WWW.UCOMMERCE.NET/OUR-SUPPORT](http://WWW.UCOMMERCE.NET/OUR-SUPPORT)

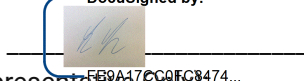
\*\* THE SUPPORT IS REDUCED WITH 50% VS. NORMAL PRICE 1.999 EUR



**Customer signature**

DocuSigned by:  
By:  \_\_\_\_\_  
(Authorized Representative Only):  
Name: Jacquelyn Porritt \_\_\_\_\_  
Title: Executive Director Resources \_\_\_\_\_  
Date: 12/19/2022 \_\_\_\_\_

**Ucommerce signature**

DocuSigned by:  
By:  \_\_\_\_\_  
(Authorized Representative Only):  
Name: Søren Spelling Lund \_\_\_\_\_  
Title: CEO \_\_\_\_\_  
Date: 12/19/2022 \_\_\_\_\_

## BACKGROUND

1. The Licensor (Ucommerce) provides a software platform for online commerce
2. The Licensee wishes to utilize the software on their website to enable commerce
3. The Licensor and the Licensee therefore wish to enter into a contract in accordance with the provisions of this Agreement.

## DEFINITIONS

In the following section, the various terms and wordings are explained and defined:

1. A server: A server is a physical or virtual computer.
2. A separate IIS site is one website instance configured in the web server.
3. Source code: The code which makes up the platform in an uncompiled, human-readable state.

### Software delivered as-is

Software will have undergone extensive testing internally and externally to verify each release, but the software cannot be guaranteed 100% free from bugs or minor issues. In respect to functionality, the platform and its functions are described on the web page [www.ucommerce.net/platform](http://www.ucommerce.net/platform).

### Minor release

Minor releases are indicated by a change in the second or third digits of the version number, e.g. 6.1.2.14094, 6 is the major version, 1 the minor version, and 2 the revision.

We do not guarantee no breaking changes between minor versions nor change in functionality but strive to avoid it. Whenever breaking changes are introduced in releases, they are clearly marked in the Release Notes accompanying the software.

### Major release

To indicate a major release the first digit of the version number is increased, e.g. 5.0.0.0 to 6.0.0.0. We strive to consolidate breaking changes to major versions. Whenever a breaking change is introduced it is clearly marked in the release notes accompanying the software.

### Release notes

The Release notes are published on the website together with every release of Ucommerce. The release notes explain what is contained in the individual release, such as bug fixes, added functionality; etc. Ucommerce is only obliged to deliver what is listed in the Release Notes.

### A project

A project is defined as an implementation of an ecommerce infrastructure, based on Ucommerce and a given CMS provider. A project typically has a Customer as well as an implementation partner. As soon as the license fee and Technical Account Manager-service has been paid, Ucommerce can participate actively in the project, for as long as the Customer or Implementation Partner requires assistance.

## AGREEMENT

### 1. Term

- 1.1 This Agreement shall come into effect when the contract is signed. The subscription period starts at the agreed upon date stated in "first subscription period".
- 1.2 This Agreement shall continue for the period specified in the order form (the "first subscription period") and, thereafter, this Agreement shall automatically be renewed for successive periods of the same length (each a "Renewal") and will continue in force indefinitely, until subject to termination in accordance with Clause 16 or any other provision of this Agreement.

### 2. Supply of Software

- 2.1 The Licensor shall make the Software available for download by the Licensee through the website and shall provide to the Licensee such assistance in relation to the download of the Software as the Licensee may reasonably request.

### 3. License

- 3.1 The Licensor hereby grants to the Licensee from the date of supply of the Software to the Licensee a worldwide, non-exclusive, non-transferable license to install a single instance of the Software.
- 3.2 The Licensee may not sub-license and must not intend to sub-license any rights granted under this agreement without the prior written consent of the Licensor.
- 3.3 The Software may only be used on the domains listed under "domain name(s)" - see page one.
- 3.4 Save to the extent expressly permitted by this Agreement or required by applicable law on a non-excludable basis, any license granted under this agreement shall be subject to the following prohibitions
  - (a) The Licensee must not sell, resell, rent, lease, loan, supply, publish, distribute or redistribute the Software;
  - (b) The Licensee must not decompile, de-obfuscate or reverse engineer, or attempt to decompile, de-obfuscate or reverse engineer, the Software.

### 4. Source Code

- 4.1 Nothing in this Agreement shall give to the Licensee or any other person any right to access or use the Source Code or constitute any license of the Source Code.

### 5. License audit

- 5.1 The Licensor or the Licensor's appointed representative may examine the computer systems of the Licensee for the purpose of ascertaining whether the Licensee is complying with the licenses granted under or in relation to this Agreement.
- 5.2 When the audit has been conducted and it is determined that there is a violation of the contract( e.g. more servers than the contract states). Ucommerce is entitled to invoice the licensee for the missing servers.

## **6. Maintenance Services**

- 6.1 The Licensor shall provide the Maintenance Services and updates to the software provided to the Licensee during the Term.
- 6.2 The Licensor warrants to the Licensee that the application of Updates and Upgrades to the Software by the Licensor will not introduce any Software Defects into the Software. The Licensor does NOT warrant that Updates or Upgrades will work with the specific solution developed by the Licensor. Any breaking changes in the software will be marked with BRK in the Release notes.

## **7. Support Services**

- 7.1 The Licensor shall provide the Support Services to the Licensee during the Term, provided the Licensee has purchased access to a support package from Licensor.
- 7.2 The Licensor shall provide the Support Services in accordance with best practices for Support and are committed to an SLA with response within a minimum of 24 hours within normal business hours.
- 7.3 The Licensor may suspend the provision of the Support Services if any amount due to be paid by the Licensee to the Licensor under this Agreement is overdue, and the Licensor has given to the Licensee at least 10 days written notice, following the amount becoming overdue, of its intention to suspend the Support Services on this basis.
- 7.4 Either party may terminate the Support Services by giving to the other party at least 30 days' written notice expiring on or at any time after the first anniversary of the Effective Date. No demand for refund of any support fees can be made applicable by Licensor. Note, that a cancellation of support services will convert our service to a pay-as-you-go support.
- 7.5 The Licensor offers 2 types of support, through support packages that can be purchased by the Licensee or any 3<sup>rd</sup> party partner working with or for the Licensee. An updated description of the support tiers can be found on [www.ucommerce.net](http://www.ucommerce.net)
- 7.6 In order to provide relevant support services to the Licensee, the Licensor requires access to the Licensee's CMS license, as a 3<sup>rd</sup> party provider.

## **8. No assignment of Intellectual Property Rights**

- 8.1 Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from the Licensor to the Licensee, or from the Licensee to the Licensor.

## **9. Charges**

- 9.1 The Licensee shall pay the Charges to the Licensor in accordance with this Agreement.
- 9.2 The Licensor may elect to vary any element of the Charges by giving to the Licensee no less than 30 days written notice of the variation, providing that no such variation shall constitute a percentage increase in the relevant element of the Charges that exceeds 10% over the percentage increase, since the date of the most recent variation.
- 9.3 The Licensor is entitled to follow the general CPI (Consumer Price Index) and regulate license fee charges annually on this basis.

## 10. Payments

- 10.1 The Licensor shall issue invoices for the Charges to the Licensee on a yearly basis, unless otherwise specified in the contract.
- 10.2 The Licensee must pay the Charges to the Licensor within the period of 30 days following the receipt of an invoice.
- 10.3 The Licensee must pay the Charges by credit card or bank transfer, using such payment details as are notified by the Licensor to the Licensee from time to time.
- 10.4 If the Licensee does not pay any amount properly due to the Licensor under this Agreement, the Licensor may:
- (a) (either) charge the Licensee interest on the overdue amount at the rate of 8% per annum above the Bank of Denmark base rate from time to time which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month.
  - (b) (or) charge the Licensee an overdue payment fee for every instance of overdue notice, of no more than 99€.

## 11. Confidentiality obligations

- 11.1 The Licensor must:
- (a) keep the Licensee Confidential Information strictly confidential;
  - (b) not disclose the Licensee Confidential Information to any person without the Licensee's prior written consent.
  - (c) use the same degree of care to protect the confidentiality of the Licensee Confidential Information as the Licensor uses to protect the Licensor's own confidential information of a similar nature, being at least a reasonable degree of care;
  - (d) Act in good faith at all times in relation to the Licensee Confidential Information.
- 11.2 The Licensee must:
- (a) keep the Licensor Confidential Information strictly confidential;
  - (b) not disclose the Licensor Confidential Information to any person without the Licensor's prior written consent, and then only under conditions of confidentiality.
  - (c) use the same degree of care to protect the confidentiality of the Licensor Confidential Information as the Licensee uses to protect the Licensee's own confidential information of a similar nature, being at least a reasonable degree of care;
  - (d) Act in good faith at all times in relation to the Licensor Confidential Information.
- 11.3 Notwithstanding Clauses 11.1 and 11.2, a party's Confidential Information may be disclosed by the other party to that other party's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the

Confidential Information that is disclosed for the performance of their work with respect to this Agreement and who are bound by a written agreement or professional obligation to protect the confidentiality of the Confidential Information that is disclosed.

## **12. Data protection**

12.1 The Licensor shall comply with the Data Protection Laws (GDPR) with respect to the processing of the Licensee Personal Data.

## **13. Warranties**

13.1 The Licensor warrants to the Licensee that:

- (a) The Licensor has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement;
- (b) The Licensor will comply with all applicable legal and regulatory requirements applying to the exercise of the Licensor's rights and the fulfillment of the Licensor's obligations under this Agreement; and
- (c) The Licensor has access to all necessary know-how, expertise and experience to perform its obligations under this Agreement.

13.2 The Licensor warrants to the Licensee that:

- (a) The Software as provided will conform in all material respects with the Software Specification.
- (b) The Software will be supplied free from Software Defects and will remain free from Software Defects for a period of at least 12 months following the supply of the Software.
- (c) The Software will be supplied free from viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs.

13.3 The Licensor warrants to the Licensee that the Software, when used by the Licensee in accordance with this Agreement, will not infringe the Intellectual Property Rights of any person in any jurisdiction and under any applicable law.

13.4 If the Licensor reasonably determines, or any third party alleges, that the use of the Software by the Licensee in accordance with this Agreement infringes any person's Intellectual Property Rights, the Licensor may act reasonably at its own cost and expense:

- (a) modify the Software in such a way that it no longer infringes the relevant Intellectual Property Rights, providing that any such modification must not introduce any Software Defects into the Software and must not result in the Software failing to conform with the Software Specification; or
- (b) procure for the Licensee the right to use the Software in accordance with this Agreement.

13.5 The Licensee warrants to the Licensor that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.



#### **14. Acknowledgements and warranty limitations**

- 14.1 The Licensee acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this Agreement, the Licensor gives no warranty or representation that the Software will be wholly free from defects, errors and bugs.
- 14.2 The Licensee acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this Agreement, the Licensor gives no warranty or representation that the Software will be entirely secure.
- 14.3 The Licensee acknowledges that the Software is only designed to be compatible with that software specified as compatible in the Software Specification; and the Licensor does not warrant or represent that the Software will be compatible with any other software.

#### **15. Force Majeure Event**

- 15.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under this Agreement other than any obligation to make a payment, that obligation will be suspended for the duration of the Force Majeure Event.

#### **16. Termination**

- 16.1 The Licensee may terminate this Agreement by giving a written notice to the Licensor no later than 90 days before the end of the current subscription period.
- 16.2 The Licensee may terminate this Agreement by giving a written notice to the Licensor no later than 90 days before the end of the current subscription period. If the cancellation has not been received in due time, a termination will first be applicable at the end of the next period and no claim for refund or credit invoice can be made.
- 16.3 Either party may terminate this Agreement immediately by giving written notice of termination to the other party if:
- (a) the other party commits any material breach of this Agreement, and the breach is not remediable;
  - (b) the other party commits a material breach of this Agreement, and the breach is remediable, but the other party fails to remedy the breach within the period of 30 days following the giving of a written notice to the other party requiring the breach to be remedied.
- 16.4 The Licensor may terminate this Agreement immediately by giving written notice to the Licensee if:
- (a) Any amount due to be paid by the Licensee to the Licensor under this Agreement is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and
  - (b) The Licensor has given to the Licensee at least 30 days' written notice, following the failure to pay, of its intention to terminate this Agreement.

#### **17. Subcontracting**

17.1 Subject to any express restrictions elsewhere in this Agreement, the Licensor may subcontract any of its obligations under this Agreement, providing that the Licensor must give to the Licensee, promptly following the appointment of a subcontractor, a written notice specifying the subcontracted obligations and identifying the subcontractor in question.

17.2 The Licensor shall remain responsible to the Licensee for the performance of any subcontracted obligations.

## **18. Assignment**

18.1 The Licensee hereby agrees that the Licensor may assign, transfer or otherwise deal with the Licensor's contractual rights and obligations under this Agreement.

18.2 The Licensee must not assign, transfer or otherwise deal with the Licensee's contractual rights and/or obligations under this Agreement without the prior written consent of the Licensor.

## **19. Severability**

19.1 If a provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

19.2 If any unlawful and/or unenforceable provision of this Agreement would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## **20. Entire agreement**

20.1 The main body of this Agreement and the Schedules shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

## **22. Law and jurisdiction**

22.1 This Agreement shall be governed by and construed in accordance with Danish Law.

22.2 Any disputes relating to this Agreement shall be subject to the non-exclusive jurisdiction of the courts of Denmark.