

COOPER SOFTWARE LIMITED

END USER LICENCE AGREEMENT

PLEASE READ CAREFULLY BEFORE ACCESSING ANY PROSCOPE SOFTWARE:

This licence agreement (**Licence**) is a legal agreement between you (**Licensee** or **you**, being the entity that has purchased a licence to use the Software (as defined below)) and Cooper Software Limited incorporated and registered in Scotland with company number SC293417 and whose registered office is at St Davids House First Floor, St. Davids Drive, Dalgety Bay, Dunfermline, Fife, KY11 9NB (**Licensor, us** or **we**) for Software and 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.

This Licence applies to those users who have purchased the right to use the Software or Documents through a third party. If a user has purchased the software directly from us, the terms and conditions which that user has agreed with us directly will govern their use of the software and / or documents.

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 and conditions of this Licence, we hereby grant to you a non-exclusive, non-transferable right, without the right to grant sub-licences, to permit the Authorised Users to use the Software and the Documents from the Effective Date solely for your internal business operations.
- 1.2 In relation to the Authorised Users, you undertake that:
 - 1.2.1 the maximum number of Authorised Users that you authorise to access and use the Software and the Documents shall not exceed the number of User Subscriptions you have purchased from time to time;
 - 1.2.2 you will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Software and/or Documents;
 - 1.2.3 each Authorised User shall keep a secure password for his use of the Software and Documents, that such password shall be changed as is required by the ERP Platform and that each Authorised User shall keep his password confidential;
 - 1.2.4 you shall maintain a written, up to date list of current Authorised Users and provide such list to us within 5 Business Days of our written request at any time or times;
 - 1.2.5 you shall permit our designated auditor to audit the Software in order to establish the name of each Authorised User. Each such audit may be conducted no more than once per quarter, at our expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with your normal conduct of business;
 - 1.2.6 if any of the audits referred to in Condition 1.2.5 reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to our other rights, you shall promptly disable such passwords and we shall not issue any new passwords to any such individual; and
- 1.3 You shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Software that:

- 1.3.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically or otherwise offensive;
- 1.3.2 facilitates illegal activity;
- 1.3.3 depicts sexually explicit images;
- 1.3.4 promotes unlawful violence;
- 1.3.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- 1.3.6 is otherwise illegal or causes damage or injury to any person or property;

and we reserve the right, without liability or prejudice to our other rights to you, to disable your access to any material that we reasonably believes breaches the provisions of this Condition.

1.4 You shall not, and shall ensure that no third party shall,:

- 1.4.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Licence:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documents (as applicable) in any form or media or by any means; or
 - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- 1.4.2 access all or any part of the Software and Documents in order to build a product or service which competes with the Software and/or the Documents; or
- 1.4.3 use the Software and/or Documents to provide services to third parties; or
- 1.4.4 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software and/or Documents available to any third party except the Authorised Users, or
- 1.4.5 attempt to obtain, or assist third parties in obtaining, access to the Software and/or Documents, other than as provided under this Condition 1.

1.5 You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Software and/or the Documents and, in the event of any such unauthorised access or use, promptly notify the Supplier.

1.6 The rights provided under this Condition 1. are granted to you only, and shall not be considered granted to any subsidiary or holding company of you.

2. Software

- 2.1 We shall, subject to Condition 2.2, from the Effective Date, make available the Software and the Documents to you on and subject to the terms of this Licence, until, unless terminated earlier in accordance with this Licence, the end of the Term.
- 2.2 You acknowledge and agree that your access to and use of the Software is dependent on you having and maintaining a licence to use the ERP Platform or otherwise having rights to use the ERP Platform. For the avoidance of doubt, this Licence does not grant you any rights in or to the ERP Platform.

3. Your Data

- 3.1 You shall own all right, title and interest in and to all of Your Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all of Your Data.

- 3.2 You acknowledge and agree that the Software shall be hosted on the ERP Platform, and that we shall have no responsibility or liability for the storage, hosting or archiving of Your Data.
- 3.3 Each party acknowledges and agrees that no personal data in respect of which it is the data controller (in terms of the Data Protection Act 2018) will be supplied by it to the other party. Notwithstanding the foregoing, in the event that any personal data is transferred or processed for the purposes of making available or using the Software in accordance with the terms of this Agreement, the parties shall comply at all times with the Data Protection Laws and shall notify the other party as soon as reasonably practicable of such processing. The parties shall thereafter, as soon as reasonably practicable, put in place a suitable data processing agreement which is compliant with all Data Protection Laws.

4. Third Party Providers

You acknowledge that the Software may enable or assist you to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that you do so solely at your own risk. We make no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by you with any such third party. Any contract entered into and any transaction completed via any third-party website is between you and the relevant third party, and not us. We recommend that you refer to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. We do not endorse or approve any third-party website nor the content of any of the third-party website made available via the Software.

5. Supplier's Obligations

- 5.1 We undertake that the Software will perform substantially in accordance with the Documents for a period of 90 days from the Effective Date ("**Warranty Period**").
- 5.2 The undertaking at Condition 5.1 shall not apply to the extent of any non-conformance which is caused by:
- 5.2.1 use of the Software contrary to our instructions; or
 - 5.2.2 modification or alteration of the Software by any party other than us or our duly authorised contractors or agents.
- 5.3 If the Software does not conform with the foregoing undertaking, we will, at our expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide you with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes your sole and exclusive remedy for any breach of the undertaking set out in Condition 5.1.
- 5.4 We:
- 5.4.1 do not warrant that:
 - (i) your use of the Software will be uninterrupted or error-free; or
 - (ii) that the Software, Documents and/or the information obtained by you through the Software will meet your requirements; or
 - (iii) the results or output obtained from your use of the Software and/or Documents will be as you expect or meet your individual requirements;
 - (iv) the Software will be free from Viruses.
 - 5.4.2 are not responsible for any delays, delivery failures, or any other loss or damage arising from your use of the ERP Platform or resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Software and Documents may be subject to limitations, delays and other problems inherent in the use of such communications facilities and the ERP Platform.

- 5.5 This Licence shall not prevent us from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Licence.

6. Your Obligations

- 6.1 You shall:
- 6.1.1 provide us with:
 - (i) all necessary co-operation in relation to this Licence; and
 - (ii) all necessary access to such information as may be required by us;
 in order to provide the Software, including but not limited to Your Data, security access information and configuration services;
 - 6.1.2 without affecting your other obligations under this Licence, comply with all applicable laws and regulations with respect to its activities under this Licence;
 - 6.1.3 carry out all other of your responsibilities set out in this Licence in a timely and efficient manner;;
 - 6.1.4 ensure that the Authorised Users use the Software and the Documents in accordance with the terms and conditions of this Licence and shall be responsible for any Authorised User's breach of this Licence;
 - 6.1.5 obtain and maintain all necessary licences, consents, and permissions necessary for us and our contractors and agents to perform our obligations under this Licence, including without limitation the Software;
 - 6.1.6 ensure that your network and systems comply with the relevant specifications provided by us from time to time; and
 - 6.1.7 be, to the extent permitted by law and except as otherwise expressly provided in this Licence, solely responsible for procuring, maintaining and securing your use of the ERP Platform, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your use of or access to the ERP Platform and/or your network connections or telecommunications links or caused by the internet.

7. Proprietary Rights

- 7.1 You acknowledge and agree that we and/or our licensors own all intellectual property rights in the Software and the Documents. Except as expressly stated herein, this Licence does not grant you any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Software or the Documents.
- 7.2 We confirm that we have all the rights in relation to the Software and the Documents that are necessary to grant all the rights we purport to grant under, and in accordance with, the terms of this Licence.

8. Confidentiality

- 8.1 Each party undertakes that it shall not at any time disclose to any person any Confidential Information, except as permitted by Condition 8.2. A party's Confidential Information shall not be deemed to include information that:
- 8.1.1 is or becomes publicly known other than through any act or omission of the receiving party;
 - 8.1.2 was in the other party's lawful possession before the disclosure;
 - 8.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

- 8.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence.
- 8.2 Each party may disclose the other party's Confidential Information:
 - 8.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Condition 8; and
 - 8.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 8.3 No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

9. Indemnity

- 9.1 You shall defend, indemnify and hold us harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with you use of the Software and/or Documentation, provided that:
 - 9.1.1 you are given prompt notice of any such claim;
 - 9.1.2 we provide reasonable co-operation to you in the defence and settlement of such claim, at your expense; and
 - 9.1.3 you are given sole authority to defend or settle the claim.
- 9.2 We shall defend you, your officers, directors and employees against any claim that your use of the Software or Documents in accordance with this Licence infringes any United Kingdom patent effective as of the Effective Date, and shall indemnify you for any amounts awarded against you in judgment or settlement of such claims, provided that:
 - 9.2.1 we are given prompt notice of any such claim;
 - 9.2.2 you provide reasonable co-operation to us in the defence and settlement of such claim, at our expense; and
 - 9.2.3 we are given sole authority to defend or settle the claim.
- 9.3 In the defence or settlement of any claim, we may procure the right for you to continue using the Software, replace or modify the Software so that they become non-infringing or, if such remedies are not reasonably available, terminate this Licence on 2 Business Days' notice to you without any additional liability or other additional costs to you.
- 9.4 In no event shall we, or our employees, agents or sub-contractors be liable to you to the extent that the alleged infringement is based on:
 - 9.4.1 a modification of the Software or Documents by anyone other than us; or
 - 9.4.2 your use of the Software or Documents in a manner contrary to the instructions given to you by us; or
 - 9.4.3 your use of the Software or Documents after notice of the alleged or actual infringement from the Licensor or any appropriate authority.
- 9.5 The foregoing states your sole and exclusive rights and remedies, and our (including our employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right.

10. Limitation of Liability

- 10.1 Except as expressly and specifically provided in this Licence:

- 10.1.1 you assume sole responsibility for results obtained from the use of the Software and the Documents by you, and for conclusions drawn from such use. We shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to us by you in connection with the Software, or any actions taken by the Supplier at your direction;
- 10.1.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Licence; and
- 10.1.3 the Software and the Documents are provided to you on an "as is" basis.
- 10.2 Nothing in this Licence shall limit or exclude the liability of either party for:
 - 10.2.1 death or personal injury caused by breach of duty of that party or its employees, agents or subcontractors (as applicable);
 - 10.2.2 fraud or fraudulent misrepresentation; or
 - 10.2.3 any matter in respect of which it would be unlawful to exclude or restrict liability
- 10.3 Subject to Condition 10.1 and Condition 10.2:
 - 10.3.1 we shall not be liable whether in delict (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Licence;
 - 10.3.2 our total aggregate liability per Year in respect of all other claims, losses or damages whether in contract (including in respect of the indemnity at condition 9.2), delict (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Licence shall be limited to 100% of the Licence Fee paid in that Year

11. Termination

- 11.1 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 14 days after the service of written notice requiring you to do so.
- 11.2 Without prejudice to condition 11.1, if you commit a material or persistent breach of this Licence we may suspend your access to the Software immediately without notice until your breach is remedied.
- 11.3 On termination for any reason:
 - 11.3.1 all rights granted to you under this Licence shall cease;
 - 11.3.2 you must immediately cease all activities authorised by this Licence; and
 - 11.3.3 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.
- 11.4 Termination of this Licence shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Licence which existed at or before the date of termination.
 - 11.4.1 the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
 - 11.4.2 the other party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

- 11.4.3 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
- 11.4.4 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 11.4.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 11.4.6 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
- 11.4.7 the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
- 11.4.8 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 11.4.9 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- 11.4.10 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Condition 11.4.3 to Condition 11.4.9 (inclusive);
- 11.4.11 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

12. Consequences of Termination

- 12.1 On termination of this Agreement for any reason:
 - 12.1.1 all licences granted under this Agreement shall immediately terminate and you shall immediately cease all use of the Software and/or the Documentation;
 - 12.1.2 each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party; and
 - 12.1.3 conditions which expressly or by implication have effect after termination shall continue in full force and effect, including Condition 8 (*Confidentiality*), Condition 9 (*Indemnity*), Condition 10 (*Limitation of Liability*) and Conditions 12 (*Consequences of Termination*) to Condition 16 (*Definitions and Interpretation*) (inclusive).
- 12.2 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

13. Force Majeure

We shall have no liability to you under this Licence if we are prevented from or delayed in performing our obligations under this Licence, or from carrying on our business, by acts, events, omissions or accidents beyond our reasonable control, including, without limitation, strikes, lock-outs or other

industrial disputes (whether involving our workforce or that of any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that you are notified of such an event and its expected duration.

14. Other important terms

- 14.1 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.
- 14.2 You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.
- 14.3 Nothing in this Licence is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other party, or authorise a party to make or enter into any commitments for or on behalf of the other party.
- 14.4 This Licence constitutes the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. You agree that you 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. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Licence.
- 14.5 If we fail to insist that you perform any of your obligations under this Licence, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing signed by us, and that will not mean that we will automatically waive any later default by you.
- 14.6 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.
- 14.7 Except as expressly provided in this Licence, the rights and remedies provided under this Licence are in addition to, and not exclusive of, any rights or remedies provided by law.
- 14.8 No one other than a party to this Licence shall have any right to enforce any of its terms.
- 14.9 This Licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Scotland.
- 14.10 Each party irrevocably agrees that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Licence or its subject matter or formation (including non-contractual disputes or claims).

15. Communications between us

- 15.1 We may update the terms of this Licence at any time on notice to you in accordance with this condition 15. Your continued use of the Software and Documents following the deemed receipt and service of the notice under condition 15.3 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.
- 15.2 If we have to contact you, we will do so by email or by pre-paid post to the address you provided to the Partner in accordance with your order for the Software.
- 15.3 Note that any notice:

- 15.3.1 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
- 15.3.2 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.
- 15.4 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.

16. Definitions and Interpretation

- 16.1 In these Software Terms and Conditions, unless the context requires otherwise, capitalised terms shall have the meanings given to them in the Letter of Engagement and/or the following words and phrases shall have the meanings set opposite them:

"Authorised Users"	means those employees, agents and independent contractors of you who are authorised by you to use the Software and the Documents;
"Business Day"	means a day other than a Saturday, Sunday or public holiday in Scotland when banks in Edinburgh are open for business;
"Data Protection Laws"	means all applicable legislation and regulations relating to the processing of personal data and privacy including (without limitation) the UK GDPR, the Data Protection Act 2018 (and any regulations or instruments enacted under that Act), the European Union General Data Protection Regulation, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and the Data Protection (Processing of Sensitive Personal Data) Order 2000 or any amendments and/or re-enactments of any of the foregoing and all other industry guidelines (whether statutory or non-statutory) or codes of practice issued in each case by the relevant supervisory authority for data protection in the United Kingdom from time to time relating to the processing of personal data or privacy, or any amendments and/or re-enactments thereof;
"Documents"	the document made available to you by the Licensor online via www.proscope.co.uk or such other web address notified by us to you from time to time which sets out a description of the Software and the user instructions for the Software;
"Effective Date"	the date on which you agree to the terms of this Licence and are thereafter entitled to access the Software;
"ERP Platform"	means the Oracle Netsuite Platform or such other enterprise resource planning platform approved by the Supplier from time to time;
"Licence Fee"	means the fee paid by you under the Overarching Agreement in return for the right to use the Software;
"Overarching Agreement"	means the agreement entered into between you and the Partner under which you are granted the right to use the Software and Documentation;
"Partner"	the third party entity that you entered into an agreement with and paid the Licence Fee to in exchange for the right to access and use the Software and Documentation;

"Software"		IFS online software applications provided by the Licensor which is to be accessed via and hosted by the EPR platform as more particularly described in the Documents and including any Updates as more particularly described in the Documents;
"Software Terms and Conditions"		means Conditions 1 (<i>Grant and Scope of Licence</i>) to 16 (<i>Definitions and Interpretation</i>) of these terms and conditions;
"Term"		the period from the effective date of the Overarching Agreement until the expiry or termination of the Overarching Agreement, howsoever arising;
"User Subscriptions"		means the user subscriptions purchased by you which entitle Authorised Users to access and use the Software and the Documents in accordance with this Licence;
"UK GDPR"		the retained version of the General Data Protection Regulation ((EU) 2016/679) as it applies in the UK from time to time;
"Virus"		means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices;
"Year"		each consecutive 12 month period starting on the commencement of the Term and each anniversary thereof;
"Your Data"		means the data inputted by Authorised Users for the purpose of using the Software or facilitating your use of the Software.

16.2 In this Licence:

- 16.2.1 the singular includes the plural and vice versa;
- 16.2.2 the Condition headings are for reference only and shall not affect the construction or interpretation of this Licence;
- 16.2.3 references to statutes, any statutory instrument, regulation or order shall be construed as a reference to such statute, statutory instrument, regulation or order as amended or re-enacted from time to time.

16.3 In this Licence, except where the context otherwise requires, any reference to:

- 16.3.1 another agreement or any deed or other instrument or document shall be construed as a reference to that other agreement, deed or other instrument or document as the same may have been, or may from time to time be, amended, varied, supplemented or novated;
- 16.3.2 a "day" means a period of 24 hours (or such other number of hours as may be relevant in the case of changes for daylight saving) ending at 12.00 midnight in the United Kingdom;
- 16.3.3 the words "include" or "including" are to be construed as meaning without limitation; and

- 16.3.4 a "person" includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organisation or other entity, in each case whether or not having a separate legal personality.