

PLEASE READ THE TERMS OF THIS END USER LICENCE AGREEMENT (“EULA”) CAREFULLY

Summary

This EULA is a legally binding agreement (“**Agreement**”) between you, either as an individual or legal entity (the “**Licensee**”, “**you**”, or “**your**”) and us (“**Opses Limited**”, “**Licensor**”, “**we**” or “**us**”), granting you a licence (the “**Licence**”) for the use of our certain computer technology made available to you by us under this Licence, and any data, media or documents associated with it (together, comprising as the “**Licensed Technology**”) for use solely in combination with the Opses Limited supplied hardware device which is incorporated into your vehicle. You should therefore read this carefully.

For the avoidance of doubt, this Licence shall not be deemed to amount to a sale of the Licensed Technology. We remain the sole and beneficial owners of all Intellectual Property Rights in the Licensed Technology at all times. The purpose of this Agreement is to permit you the rights to download, install and otherwise benefit and use the Licensed Technology for business purposes and the Intellectual Property Rights therein only in accordance with this Agreement.

This License does not grant any rights to obtaining future upgrades, updates or supplements to the Licensed Technology. If upgrades, updates or supplements to the Licensed Technology are obtained, however, the use of such upgrades or updates are governed by this Agreement and any subsequent amendments to it, unless other separate terms accompany the upgrades, updates or supplements in which case those terms shall apply.

BY DOWNLOADING OR USING THE LICENSED TECHNOLOGY, YOU AGREE TO AND ACCEPT THE FOLLOWING TERMS WHICH WILL BE BINDING ON YOU AND ANY AUTHORISED LICENSEES WHEN ACCESSING, DOWNLOADING, OR USING THE LICENSED TECHNOLOGY AND THIS AGREEMENT WILL BE EFFECTIVE UPON THE FIRST OF THOSE EVENTS TO OCCUR.

PLEASE NOTE, IN PARTICULAR, THE LIMITATIONS ON LIABILITY IMPOSED AT CLAUSE 7. THIS IS A BUSINESS-TO-BUSINESS LICENCE AND IS NOT TO BE ENTERED INTO BY CONSUMERS.

IF ANY PROVISIONS OF THIS AGREEMENT ARE RENDERED UNENFORCEABLE OR VOID UNDER THE LAWS OF THE JURISDICTION THAT YOU RESIDE, THEN SUCH PROVISION SHALL BE TREATED AS SEVERED FROM THIS AGREEMENT WITHOUT MODIFYING OR AFFECTING THE OTHER TERMS AND CONDITIONS HEREIN.

1 Definitions and interpretation

1.1 In this Agreement:

Authorised Licensees

means users being employees, personnel or contractors of the Licensee and/or Licensee group companies authorised by you to use the Licensed Technology;

Business Day	means a day other than a Saturday, Sunday or bank or public holiday in England;
Commencement Date	means the date on which this Agreement is effective as above;
Confidential Information	means all information relating to a party's business which may reasonably be considered to be confidential in nature including information relating to that party's technology, source code, object code, know-how, Intellectual Property Rights, products and customers. All information relating to the Licensed Technology including any technical or operational specifications or data shall be part of the Licensor's Confidential Information;
Extended Warranty	shall mean a period of enhanced warranty protection to be provided by us if elected in any order and purchased by any customer which shall be limited to the period the vehicle is in commission or no later than 5 years;
Intellectual Property Rights	<p>means any and all copyright and related rights, rights in inventions, patents, know-how, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, rights to use, and protect the confidentiality of, database rights and rights in data, semiconductor chip topography rights, utility models, domain names and all similar rights or forms protection which subsist now or in the future:</p> <ul style="list-style-type: none"> (a) whether registered or not; (b) including any applications to protect or register such rights; (c) including all renewals and extensions of such rights or applications; (d) whether vested, contingent or future; and

(e) wherever existing in the world;

Licensed Technology

shall mean the use of the technology made available by Opses Limited to its customers, including any software version upgrades, add on components and any additional services in its specific products, subject to this Agreement. Such specification will be set out in any order between Opses Limited and you, as the customer;

Opses Limited

shall mean the limited company as the supplier and legal owner of the Licensed Technology with its registered office at 37 Commercial Road, Poole, Dorset, BH14 0HU and its company number 09620557.

Permitted Purpose

means the internal business purpose of the Licensee;

Permitted Usage Rights

means the use of the Licensed Technology by you and any permitted number of concurrent users across the permitted number of simultaneous devices for the licensed instance of the Licensed Technology under this Agreement as set out at clause 3.3;

Territory

means worldwide;

Third Party Software

means any third-party software included in the Licensed Technology;

VAT

means United Kingdom value added tax, any other tax imposed in substitution for it and any equivalent or similar tax imposed outside the United Kingdom;

Warranty Period

has the meanings given in clause 5.1.

1.2 In this Agreement:

1.2.1 headings are included for convenience only and shall have no effect on interpretation;

1.2.2 a reference to a 'party' includes that party's successors and permitted assigns;

- 1.2.3 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 1.2.4 words in the singular include the plural and vice versa;
- 1.2.5 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words; a reference to any legislation or legislative provision is a reference to it as amended, extended, re-enacted or consolidated from time to time.

2 Licence

- 2.1 The Licenced Technology is licensed to you, not sold. It is incorporated in the products we sell to our customers. The Licensed Technology is the sole property of Opses Limited and/or its licensors and it's protected by all applicable Intellectual Property Rights and contract laws in the Territory. Nothing contained in this Agreement will be construed as granting you by implication, estoppel or otherwise any ownership, licence or other rights except the licenses and rights expressly granted to you in this Agreement.
- 2.2 Subject to the terms of this Agreement and payment of any order placed by you with us, we grant to you a limited, non-exclusive, non-transferable, non-sublicensable (other than as permitted under clause 2.3) licence to access, download, install and/or use the Licensed Technology for the Permitted Purpose only in the Territory.
- 2.3 The licence granted under this Agreement includes a right for you to grant sub-licences to the Authorised Licensees for permission to use the Licensed Technology, provided always that you shall:
 - 2.3.1 be liable for the acts and omissions of the Authorised Licensees as if they were your own;
 - 2.3.2 procure that each Authorised Licensee is aware of, and complies with, the obligations and restrictions imposed on you under this Agreement, including all obligations and restrictions relating to record keeping, audits and download, installation or use of the Licensed Technology and the Licensor's Confidential Information; and
 - 2.3.3 maintain a list of all Authorised Licensees.
- 2.4 Some of our products have varying levels of functionality depending on the product purchased.
- 2.5 This Agreement grants you the right to install and use our products incorporating the Licensed Technology. However, this is only for single vehicle use and you undertake to

contact us and seek written consent, if you wish to install or transfer the product incorporating the Licensed Technology that this Agreement applies to.

- 2.6 Unless otherwise expressly permitted herein, in no event shall you allow any of your affiliates, subsidiaries or divisions, or third parties to copy, have access to, or use any of the Licensed Technology without our prior written consent.
- 2.7 Without prejudice to any other rights or obligations of either party, if you at any time have or obtain additional copies of the Licensed Technology beyond those licensed under this Agreement (including duplicate deliveries), you shall promptly destroy the additional copies.

3 Limitations on use

- 3.1 Except as expressly permitted under this Agreement or by law, you shall not:
 - 3.1.1 use, copy, modify, adapt, correct errors, or create derivative works from, the Licensed Technology;
 - 3.1.2 decode, reverse engineer, disassemble, decompile or otherwise translate, or make alterations to, the Licensed Technology, convert the Licensed Technology, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to the Licensed Technology, other than as expressly permitted under sections 50B and 296A of the Copyright Designs and Patents Act 1988 (and then only upon advance notice in writing to us);
 - 3.1.3 assign, rent, loan, transfer, provide access, sub-licence, lease, resell, distribute or otherwise deal in or encumber the Licensed Technology;
 - 3.1.4 remove or modify any copyright or similar notices, or any of the Licensor's or any other person's branding, that the Licensed Technology causes to be displayed when used;
 - 3.1.5 install or use the Licensed Technology, or permit it to be installed or used, by or on behalf of any third party, otherwise than for Permitted Purpose;
 - 3.1.6 interfere with any license key mechanism in the Licensed Technology or otherwise attempt to circumvent or interfere with any security features of the Licensed Technology or mechanisms intended to limit your use; or
 - 3.1.7 make the Licensed Technology or copies of the Licensed Technology available over a network or any other method of remote access or facilitate the same.
- 3.2 You may make such backup copies of the Licensed Technology for operational security or as otherwise reasonably necessary to support the normal use of the Licensed Technology in accordance with this Agreement.
- 3.3 You shall not exceed the Permitted Usage Rights, and you acknowledge that you shall be required, without prejudice to any other rights or remedies to which we may be entitled, to

pay us at the Licensor's then-current rates for any additional usage of the Licensed Technology.

- 3.4 You understand and agree that the Licensed Technology may contain computer software and intellectual property belonging to third parties or be provided under open-source licenses and that use of such computer software is for development and production purposes only. You agree to indemnify, defend and hold harmless Opses Limited and its officers, directors, employees, resellers, distributors and agents against any third-party claims relating to your use of the Licensed Technology in breach of this Agreement or any third-party rights.
- 3.5 You shall install, use and run the products and the Licensed Technology at all times in accordance with any instructions or user guidance and all other terms of this Agreement.
- 3.6 You shall notify us in writing as soon as you become aware of any actual or suspected unauthorised use of the Licensed Technology (including any use in excess of the Permitted Usage Rights).
- 3.7 Our Licensed Technology is used in combination with our products, and we recommend that you are legally permitted to drive to be able to use the Licensed Technology as it is solely for vehicle use.

4 Download and installation

- 4.1 We shall provide all reasonable instructions, including any necessary activation codes or licence keys, once the Licensed Technology has been paid for and downloaded. It is your responsibility to ensure that any vehicle, computer system and network connection required is capable of downloading the Licensed Technology.
- 4.2 You shall be responsible for installing the Licensed Technology in accordance with the instructions that we provide, unless we have agreed installation services with you.
- 4.3 We shall not be responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of the Licensed Technology over communications networks and facilities that we do not own, control or operate, including the internet.

5 Warranty

- 5.1 The Licensor warrants that the Licensed Technology, when used on a system meeting the technical requirements as notified by the Licensor in any documentation (as amended from time to time by notice to the Licensee) and in accordance with this Agreement, shall operate and conform under normal use to the specifications from the date the Licensed Technology is first used and subject to the warranties offered in the Licensor's standard purchase terms and conditions of either 12 months for our standard warranty or 5 years as an Extended Warranty if purchased at the time of any order (the "**Warranty Period**").

- 5.2 Depending on the products purchased, any Warranty Period will cover any upgrades and fixes by way of support. This will be outlined in any order and will only be for the duration agreed as either our standard warranty or any Extended Warranty. Our Extended Warranty is available for the lifetime the vehicle remains in commission and in any event, no later than 5 years. Additional terms and conditions may apply to these products.
- 5.3 If there is a breach of the warranty in clause 5.1, provided that you notify us in writing within the Warranty Period and provide sufficient information to enable us to reproduce any errors, we will, at our option use reasonable endeavours to correct the errors in the Licensed Technology within a reasonable time or offer replacement software.
- 5.4 The warranty in clause 5.1 is subject to the Licensee complying with its obligations under, and using the Licensed Technology in accordance with, this Agreement and any relevant general terms and conditions of purchase, and is also subject to the limitations and exclusions set out in clause 7. In addition, the warranty shall not apply to the extent that any error in the Licensed Technology arises as a result of:
- 5.4.1 incorrect download, installation, operation or use of the Licensed Technology;
 - 5.4.2 download, installation or use of the Licensed Technology other than for the purposes for which it is intended;
 - 5.4.3 modification or alteration of the Licensed Technology without our written consent;
 - 5.4.4 download, installation or use of the Licensed Technology with other software or on equipment with which it is incompatible;
 - 5.4.5 damage, defects or changes to the Licensed Technology as a result of any neglect, accident, misuse, wilful damage, failure to install or use the Licensed Technology in connection with its original purpose, or in accordance with the instructions provided or if you fail to follow our oral or written instruction as to the storage, installation, commissioning, use or maintenance of any of our products incorporating the Licensed Technology. For the avoidance of doubt, this means you must not do anything to the Licensed Technology that causes any operational issues;
 - 5.4.6 attempted repair, rectification or maintenance by any person other than the Licensor or a third party authorised by the Licensor;
 - 5.4.7 failure to notify us of any error within 14 days of it first occurring; or
 - 5.4.8 failure to install any update or upgrade recommended and made available by us.
- 5.5 You acknowledge that we do not give any warranty or representation and do not accept any liability (howsoever arising whether under contract, tort, in negligence or otherwise) in relation to:
- 5.5.1 any Third Party Software;

- 5.5.2 the Licensed Technology meeting the Licensee's individual needs or business requirements, whether or not such needs or requirements have been communicated to us;
 - 5.5.3 the Licensed Technology operating in a manner which is uninterrupted or free from minor errors or defects; or
 - 5.5.4 the Licensed Technology being compatible with any software other than the Third-Party Software or with any particular hardware.
- 5.6 Subject to clause 7.5, the provisions of clauses 5.3 and 6 set out the Licensee's sole and exclusive remedy (howsoever arising, whether in contract, tort, negligence or otherwise) for any breach of clause 5.1 or for any other error or defect in, defective performance or inability to use the Licensed Technology or any part of it.
- 5.7 Other than as set out in this clause 5, and subject to clause 7.5, all warranties, conditions, terms, undertakings or obligations whether express or implied and including any implied terms relating to quality, fitness for any particular purpose, reasonable care and skill or ability to achieve a particular result are excluded to the fullest extent allowed by applicable law.

6 Intellectual Property Rights

- 6.1 The Licensee acknowledges that all Intellectual Property Rights in the Licensed Technology are owned by or licensed to the Licensor, that the right to use the Licensed Technology is licensed (not sold) to the Licensee and that the Licensee shall have no other rights other than those granted under the terms of this Agreement. For the avoidance of doubt, the Licensee shall have no right to access the Licensed Technology in source code form.
- 6.2 If the Licensor has reason to believe that a third-party claim may be brought by any third party alleging that the Licensed Technology infringes any Intellectual Property Rights of a third party (an IPR Claim), the Licensor may at its sole option and expense, and the Licensee shall permit the Licensor to:
- 6.2.1 modify or replace the Licensed Technology to avoid infringement or alleged infringement; or
 - 6.2.2 terminate this Agreement and refund, pro-rata, any prepaid License Fees paid by the Licensee and unused at the date of such termination.
- 6.3 Subject to clause 7.5, the provisions of this clause 6 set out the Licensee's sole and exclusive remedy (howsoever arising, including in contract, tort, negligence or otherwise) for any IPR Claim.

7 Limitation of liability

- 7.1 The extent of the Licensor's liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 7.
- 7.2 Subject to clause 7.5, the Licensor's total aggregate liability howsoever arising under or in connection with this Agreement shall not exceed £1,000,000.
- 7.3 Subject to clause 7.5, the Licensor shall not be liable for consequential, indirect or special losses.
- 7.4 Subject to clause 7.5, the Licensor shall not be liable for any of the following (whether direct or indirect):
 - 7.4.1 loss of profit;
 - 7.4.2 loss of revenue;
 - 7.4.3 loss or corruption of data;
 - 7.4.4 loss or corruption of software or systems;
 - 7.4.5 loss or damage to equipment;
 - 7.4.6 loss of use;
 - 7.4.7 loss of production;
 - 7.4.8 loss of contract;
 - 7.4.9 loss of commercial opportunity;
 - 7.4.10 loss of savings, discount or rebate (whether actual or anticipated);
 - 7.4.11 harm to reputation or loss of goodwill;
 - 7.4.12 loss of business; and
 - 7.4.13 wasted expenditure.
- 7.5 Notwithstanding any other provision of this Agreement, the Licensor's liability shall not be limited in any way in respect of the following:
 - 7.5.1 death or personal injury caused by negligence;
 - 7.5.2 fraud or fraudulent misrepresentation; or
 - 7.5.3 any other losses which cannot be excluded or limited by applicable law.

8 Term and termination

- 8.1 This Agreement shall come into force on the Commencement Date and unless terminated earlier by the Licensor in accordance with the provisions of this Agreement shall continue in perpetuity.
- 8.2 We may terminate this Agreement at any time by giving you notice in writing if:
- 8.2.1 you commit a material breach of this Agreement, and such breach is not remediable;
 - 8.2.2 you commit a material breach of this Agreement which is not remedied within 10 Business Days of receiving written notice of such breach; or
 - 8.2.3 you fail to pay any amount due to us on the due date and such amount remains unpaid within 10 Business Days after you have received notification that the payment is overdue.
- 8.3 Any breach by the Licensee of clause 3 shall be deemed a material breach of this Agreement which is not remediable.

9 Consequences of termination

- 9.1 Immediately on termination or expiry of this Agreement (for any reason), the licences and rights granted by us shall terminate and you shall (and, if applicable, shall procure that each Authorised Licensee shall immediately and permanently destroy and delete or, if requested by us, return any copies of the Licensed Technology in its possession, custody or control and, in case of destruction, issue a certification to us that you (and any Authorised Licensees) have done so.
- 9.2 You shall be responsible for backing up your data regularly and extracting it from the Licensed Technology prior to the termination or expiry of this Agreement. We shall not be obliged to provide you with any assistance extracting or recovering data whether during or after the Licence Term.
- 9.3 Termination or expiry of this Agreement shall not affect any accrued rights and liabilities of either party at any time up to the date of termination or expiry and shall not affect any provision of this Agreement that is expressly or by implication intended to continue beyond termination.

10 Confidentiality

- 10.1 Any Confidential Information obtained by either party in connection with the provision of the licence under this Agreement shall be treated by the receiving party as confidential, maintaining the at least the same degree of care used to protect its own Confidential Information but not less than a reasonable degree of care, and the receiving party shall not, without the disclosing party's prior written consent disclose, copy or modify any such Confidential Information (or permit others to do so) other than as necessary for the exercise of its rights and performance of its obligations under this Agreement.

- 10.2 The obligations under this clause 10 shall survive the termination or expiry of this Agreement for a period of five years.

11 Entire agreement

- 11.1 This Agreement and any descriptions of the Licensed Technology made available by the Licensor, constitute the entire agreement between the parties and supersede all previous agreements, understandings and arrangements between them in respect of its subject matter, whether in writing or oral.
- 11.2 Each party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement.
- 11.3 Nothing in this Agreement shall limit or exclude any liability for fraud.

12 Notices

- 12.1 Any notice or other communication given by a party under this Agreement shall be:
- 12.1.1 in writing and in English;
 - 12.1.2 signed by, or on behalf of, the party giving it (except for notices sent by email); and
 - 12.1.3 where sent to the Licensor, sent to the address set out in the 'contact us' details on the Licensor's website at www.opses.co.uk
 - 12.1.4 where sent to the Licensee, the address provided by to us when you purchased our products.
- 12.2 Notices may be given, and are deemed received:
- 12.2.1 by hand: on receipt of a signature at the time of delivery;
 - 12.2.2 by post: at 9.00 am on the second Business Day after posting;
 - 12.2.3 by Royal Mail International Tracked & Signed post: at 9.00 am on the fourth Business Day after posting; and
 - 12.2.4 by email: on receipt of a delivery receipt email from the correct address.
- 12.3 This clause does not apply to notices given in legal proceedings or arbitration.

13 Careful Use of the Licensed Technology

- 13.1 You agree and acknowledge that your use of our products and the Licensed Technology is entirely at your own risk and solely for lawful purposes.

- 13.2 We shall not be responsible for the operator use of our products and our Licensed Technology howsoever. You, the user, are responsible for using our products and our Licensed Technology safely, legally and as directed. You must behave sensibly in using our products and our Licensed Technology in light of the relevant conditions at the time of usage and must follow any safety or training instructions received or notified to you.
- 13.3 You agree to use the Licensed Technology only in accordance with any documentation, operating manuals or technical literature, or as instructed by us in any other way. You must not misuse the Licensed Technology or use it for any other purpose other than what it is intended for.
- 13.4 You must comply with reasonable standards of care so as not to hurt or injure yourself or others or damage any property.
- 13.5 Whilst our products and the Licensed Technology are designed specifically for the purpose of using in emergency vehicles and for hands-free use, you acknowledge that using our products and the Licensed Technology while driving, may affect your ability to drive with all necessary care and attention, and that the risk of damage to property or injury to the driver, passengers, and/or third parties may be increased by using our products and the Licensed Technology whilst driving.
- 13.6 To the extent permitted by applicable law in England, we disclaim all warranties, conditions and terms of any kind, whether express or implied, including by not limited to any implied terms of safety, merchantability, satisfactory quality and fitness for purpose.
- 13.7 Specifically, please note that the risk to such persons may be significantly increased by negligent usage or prolonged usage which could occur if the user is distracted while driving.
- 13.8 You must not use our products and the Licensed Technology if you do not consider that you can do so safely.

14 Privacy

- 14.1 Your privacy is very important to us. For more information on how we collect, store and use personal data in the provision of our services, please read our Privacy Policy at [Privacy and Cookie Policy - Opses](#) .This policy explains how we treat your personal information and protect your privacy.

15 Variation

No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each party.

16 Assignment and sub-contracting

- 16.1 We may at any time assign, sub-contract, transfer, mortgage, charge, declare a trust of or deal in any other manner with any or all of the Licensor's rights or obligations under this Agreement, provided that we give you prior written notice.

- 16.2 Except as expressly permitted by this Agreement, you shall not assign, transfer, sub-licence, mortgage, charge, declare a trust of or deal in any other manner with any or all of your rights or obligations under this Agreement (including the licence rights granted), in whole or in part, without the Licensor's prior written consent.

17 No partnership or agency

The parties are independent and are not partners or principal and agent and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither party shall have, nor shall represent that it has, any authority to make any commitments on the other party's behalf.

18 Severance

- 18.1 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.
- 18.2 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

19 Waiver

- 19.1 No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

20 Compliance with law

- 20.1 The Licensee shall comply with all applicable laws and shall maintain such authorisations and approvals as required from time to time to perform its obligations under or in connection with this Agreement.
- 20.2 Without prejudice to the generality of clause 20.1, the Licensee shall comply with all applicable laws, rules, and regulations governing export of goods and information that apply to our products and the Licensed Technology, and shall not export or re-export, directly or indirectly, separately or as a part of a system, to any country for which an export licence or other approval is required, without first obtaining such licence or other approval. The Licensee shall be solely responsible for ensuring its access, importation or use of the Licensed Technology in or into any part of the Territory complies with all export laws.

21 Third party rights

A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions.

22 Governing law and jurisdiction

22.1 This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

22.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

LICENSEE HEREBY CONFIRMS FULL ACCEPTANCE OF THESE TERMS AND CONDITIONS