



Upscope Terms of Service

For self-service Customers

1. **Applicability**

- 1.1. These terms of service (the **“Agreement”**) apply to the software, features and functions (the **“Software”**) provided by Upscope Limited (**“Upscope”** or **“us”**) via upscope.com and upscope.io (the **“Website”**), as well as the customer support provided by Upscope, collectively the **“Services”**. By accessing or using the Website or the Services, you agree to be bound by the Agreement. If you do not agree to this Agreement, you are not allowed to use the Website the Services.
- 1.2. If you are using the Website or accessing the Services in your capacity as an employee, consultant or agent of a company or other entity, you represent that you are an employee, consultant or agent of that company or entity, and that you have the authority to bind that company or entity to this Agreement. For the purpose of this Agreement, you (and, if applicable, the company or entity that you represent) will be referred to as

“Customer” or **“you”**. Customer and Upscope are each a party to this Agreement.

- 1.3. This Agreement does not apply in the event a Master Services Agreement is in effect between you and Upscope, in which case the Master Service Agreement will govern your use of the Services.

2. **Services & Subscriptions**

- 2.1. Upscope provides Services you are able to use through our Website.
- 2.2. You can sign up for our Services and create an account (the **“Account”**) by entering the required information on the Website.
- 2.3. Some of the Services might be available free of charge, while others will require you to sign up for a paid subscription (the **“Subscription”**) through our Website.
- 2.4. By starting a Subscription, you agree to pay us the monthly or annual subscription fee (the **“Fees”**) indicated at the time the subscription is started. A detailed schedule of the fees are shown to you before you start the Subscription.
- 2.5. The Fees will be charged to you upfront at the time you start the Subscription (unless otherwise indicated) and will cover your usage costs for the month or annual period that follows (the **“Subscription Term”**). All sales are final, and the Fees are non-refundable.
- 2.6. Unless you notify us before the end of the Subscription Term, all Subscriptions will automatically renew for a period of time equal to the initial Subscription Term, and “Subscription Term” shall refer to the period of time from the start of the initial Subscription Term until the end of the new Subscription Term. You authorize us to collect the then-applicable Fees using any credit card or

other payment mechanism we have on record for you.

Subscriptions can be cancelled at any time in the “Billing” section of the Website.

- 2.7. In case a payment fails, you agree to promptly provide us with a new payment method.
- 2.8. All pricing information available on the Website does not include any applicable sales or value added taxes.

3. **License**

- 3.1. Subject to the provisions of the Agreement and payment of the Fees, we hereby grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Software. This license is granted to you only for the term of this Agreement.
- 3.2. You must not (and must not authorize any third party to):
 - 3.2.1. modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Software except to the extent that enforcement of the foregoing restriction is prohibited by applicable law;
 - 3.2.2. circumvent any timing, use, or functionality restrictions built into the Software;
 - 3.2.3. remove any proprietary notices, labels, or marks from the Software;
 - 3.2.4. access the Software in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions or graphics of the Software.
- 3.3. You must ensure that your Account is configured in such a way that no sensitive personal data (e.g. Social Security Number,

Passport Number) or any other information reasonably deemed to be personal data reaches our servers.

- 3.4. You must ensure that no data covered by the U.S. Health Insurance Portability and Accountability Act reaches our servers before a Business Associate Agreement is entered into between the Upscope and Customer.
- 3.5. You must ensure that your usage of the Software on third party websites does not violate any applicable law, regulation, or third party rights (including intellectual property rights and data protection rights); and does not cause Upscope to violate such rights by way of proxying browser requests to third party websites.
- 3.6. You must ensure that your users whose data we process or store are informed and consent to the extent required by all applicable laws to their data being shared with Upscope.
- 3.7. You must ensure that all content you upload to Upscope does not infringe on a third party's intellectual property rights.

4. **Intellectual Property**

- 4.1. **“Intellectual Property”** means any patents, patent rights, design rights, copyrights, database rights, trade secrets, know-how, trademarks, trade names, service marks and other intellectual property embodied therein and all applications and rights to apply for registration or protection rights pertaining thereto, in existence at the date hereof or created in the future. Rights regarding Intellectual Property shall be referred to as **“Intellectual Property Rights”**
- 4.2. **Upscope's Intellectual Property.** You acknowledge and agree that all Intellectual Property Rights in and to the Software are owned by Upscope and shall, notwithstanding the terms of this Agreement, remain vested in Upscope. Unless otherwise

expressly provided in this Agreement, Customer shall not acquire any proprietary right, title or interest in or to any Intellectual Property Rights in the Software. All rights not expressly granted by Upscope herein are reserved.

- 4.3. **Marketing Material.** Customer grants to Upscope the express right to use Customer's company logo and name in marketing, sales, financial, and public relations materials and other communications solely to identify Customer as an Upscope customer. Upscope grants to Customer the express right to use Upscope's logo solely to identify Upscope as a provider of services to Customer.
- 4.4. **Customer's Data.** Upscope acknowledges and agrees that all Intellectual Property Rights in and to the Customer's data are owned by Customer and shall, notwithstanding the terms of this Agreement, remain vested in Customer. Unless otherwise expressly provided in this Agreement, Upscope shall not acquire any proprietary right, title or interest in or to any Intellectual Property Rights in Customer's data.

5. **Confidentiality**

- 5.1. We have taken appropriate technical and organisational security measures with the objective to protect your information against loss, misuse and unauthorized access, alteration, disclosure or destruction. All information transferred between you and us, or between you and other users, is shared with us only on a strictly need to know basis (e.g. to help you retrieve access to your account), and is treated as strictly confidential.
- 5.2. We reserve the right to disclose any confidential information in so far necessary (i) to follow a court order, (ii) to abide by any law, regulation or governmental request, (iii) to safeguard national

security, defence, public security or public health and (iv) to meet our obligations to Customer under this Agreement.

6. Termination

- 6.1. This Agreement shall enter into effect on the date you create an Account for an indefinite period of time and may be terminated by either party at any time upon written notice.
- 6.2. Each Party may terminate the Agreement with immediate effect, without any notice being required and without being liable for any damages as a result of the termination, if the other Party:
 - 6.2.1. is in default or negligent in the performance of its duties and obligations pursuant to this Agreement, and has not remedied such non-performance within 14 (fourteen) days after having been notified in writing;
 - 6.2.2. has been dissolved or liquidated, or is in dissolution or liquidation;
 - 6.2.3. has been granted suspension of payments;
 - 6.2.4. or has been declared bankrupt.
- 6.3. In the event of termination of this Agreement for any cause:
 - 6.3.1. the rights granted by one Party to the other Party under this Agreement will immediately cease;
 - 6.3.2. all Fees are immediately due upon receipt of the final invoice.

7. Indemnification

- 7.1. Customer shall hold Upscope harmless from liability to third parties resulting from the Customer's breach of Section 3 of this Agreement ("License") (a "**Customer Indemnifiable Claim**"). Customer will indemnify Upscope from any damages, fines or

penalties imposed by a government or regulatory body, attorneys' fees, and costs awarded against Upscope (or a party indemnified by Upscope) or for settlement amounts approved by Customer for a Customer Indemnifiable Claim.

8. **Disclaimer of Warranties**

- 8.1. The Services are made available on an “as is” and “as available” basis, without warranty of any kind, whether express or implied. You acknowledge that your use of the Site and the Services is at your sole risk.
- 8.2. Upscope does not warrant:
 - 8.2.1. That the Site or the Services will meet your specific requirements,
 - 8.2.2. That the Site and the Services will be available without interruptions, be timely, secure, or error-free;
 - 8.2.3. That the quality of the Services will meet your expectations;
 - 8.2.4. That any errors in the Site or the Services will be corrected.
- 8.3. Upscope specifically disclaims any implied warranties of merchantability, fitness for particular purpose, title, and non-infringement.
- 8.4. The Upscope Website may contain links to third party web sites or services that are not owned or controlled by Upscope. Upscope has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. Upscope does not warrant the offerings of any of these entities/individuals or their websites. You acknowledge and agree that Upscope shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content,

goods or services available on or through any such third party web sites or services.

9. **Limitation of Liability**

9.1. To the maximum extent permitted by applicable law and except to claims regarding deliberate violation of Upscope's intellectual property rights by Customer, in no event shall either party be liable to the other for any loss of use, lost data, failure of security mechanisms, interruption of business, or any incidental, indirect, special, punitive or consequential damages (including without limitation loss of profits, goodwill, data or data use, or claims of third parties) arising from this agreement, whether under theory of contract, tort, including negligence, or otherwise, even if a party has been advised of the possibility of such damages in advance.

9.2. Notwithstanding any other provision in this Agreement, Upscope's total aggregate liability under this Agreement and Customer's sole and exclusive remedy for any claim of any type whatsoever shall be limited to proven direct damages caused by Upscope's gross negligence in an amount not to exceed the amounts paid to Upscope under this Agreement during the 12 months immediately preceding the date of the claim.

10. **Modification of the Agreement**

10.1. Upscope reserves the right to change this Agreement. When we change this Agreement in a significant way, we will notify you by sending you an email.

11. **General Provisions**

11.1. **Governing Law.** This Agreement shall be governed by the laws of England and Wales, without regard to its conflict of law principles. The parties irrevocably attorn to the exclusive jurisdiction of English courts. No choice of laws rules of any jurisdiction shall

apply to this Agreement. The application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement is expressly excluded. The parties confirm that it is their wish that this Agreement as well as all other documents relating to this Agreement, including notices, be drawn up in English only.

- 11.2. **Severability.** If for any reason a court of competent jurisdiction finds any provision of this Agreement (including the Order Form, Exhibits and addenda, if applicable), or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement or of the provision will continue in full force and effect, except to the extent such invalid provision or part of provision relates to essential aspects of the Agreement. The parties agree that such provision or portion thereof shall be substituted by a provision with an equivalent legal and economic effect.
- 11.3. **Relationship of the parties.** The parties are independent contractors, and not agents, employees or joint ventures of one another, and do not have any authority to bind the other party, by contract or otherwise, to any obligation. Neither party will represent to the contrary, either expressly, implicitly, by appearance or otherwise.