

## End User Free Trial Agreement

### 1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in these terms.

**1 Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**2 Confidential Information:** information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 10.

**3 Data Protection Legislation:** the General Data Protection Regulation and the Data Protection Act 2018 and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications);

**4 Documentation:** the document or other user information made available to the User by the Supplier online via <https://www.biorelate.com/> or such other web address notified by the Supplier to the User from time to time which sets out a description of the Services and the user instructions for the Services.

**5 Normal Business Hours:** 9.00 am to 5.00 pm local UK time, each Business Day.

**6 Services:** the Galactic subscription services made available by the Supplier to the User under this agreement via [www.biorelate.com](http://www.biorelate.com).

**7 Software:** the online software applications provided by the Supplier as part of the Services.

**8 Supplier:** Biorelate Limited incorporated and registered in England and Wales with company number 09087514 whose registered office is at Greenhey's Building, Pencroft Way, Manchester, England, M15 6JJ.

**9 Support Services Policy:** the Supplier's policy for providing support in relation to the Services as made available by the Supplier to the User from time to time.

**10 Trial Period:** the period beginning on the date that the User registers with the Supplier and agrees to these terms and ending three months later (as extended by the Supplier in writing at its discretion).

**11 User:** the person agreeing to these terms.

**12 User Data:** any personal data (as defined in Data Protection Legislation) provided by the User to the Supplier for the purpose of using the Services or facilitating the User's use of the Services.

**13 Virus:** 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.

- 1.2 Clause headings shall not affect the interpretation of these terms.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.4 References to clauses are to the clauses of these terms.

## **2. User subscriptions**

- 2.1 Subject to the restrictions set out in this clause 2 and the other terms and conditions of these terms, the Supplier hereby grants to the User a personal, non-exclusive, non-transferable right, without the right to grant sublicences, to use the Services and the Documentation during the Trial Period solely to trial the Services internally.
- 2.2 The User shall not:
  - (a) 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 these terms:
    - (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 Documentation (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
  - (b) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
  - (c) use the Services and/or Documentation to provide services to third parties; or
  - (d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party; or
  - (e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2.
- 2.3 The User shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.
- 2.4 The User shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (b) facilitates illegal activity;
- (c) depicts sexually explicit images;
- (d) promotes unlawful violence;
- (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- (f) is otherwise illegal or causes damage or injury to any person or property;

and the Supplier reserves the right, without liability or prejudice to its other rights to the User, to disable the User's access to any material that breaches the provisions of this clause.

- 2.5 Where the Supplier authorises the exporting of specific data as part of the Services, the User may publish that data, provided that it acknowledges the Supplier as the source of that data and the owner of copyright in that data.

### **3. Services**

- 3.1 The Supplier shall, during the Trial Period, provide the Services and make available the Documentation to the User on and subject to the terms of these terms.
- 3.2 The Supplier shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:
- (a) planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK time; and
  - (b) unscheduled maintenance performed outside Normal Business Hours, provided that the Supplier has used reasonable endeavours to give the User at least 6 Normal Business Hours' notice in advance.
- 3.3 The Supplier will, as part of the Services provide the User with the Supplier's standard User support services during Normal Business Hours in accordance with the Supplier's Support Services Policy in effect at the time that the Services are provided. The Supplier may amend the Support Services Policy in its sole and absolute discretion from time to time.

### **4. User data**

- 4.1 The Supplier shall, in providing the Services, comply with its Privacy Policy relating to the privacy and security of the User Data available at [https://www.biorelate.com/privacy\\_policy](https://www.biorelate.com/privacy_policy) or such other website address as may be notified to the User from time to time, as such document may be amended from time to time by the Supplier in its sole discretion.
- 4.2 Both parties will comply with all applicable requirements of the Data Protection Legislation including in relation to any personal data obtained by the User in the course

of using the Services. In particular, but without limitation, the User will not contact any expert whose details are provided to the User pursuant to the Services with a view to marketing any goods or services to that expert. This clause 4 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

- 4.3 The parties acknowledge that they intend that no personal data will be entered by the User in using the Services and that the Supplier will not process any personal data on the User's behalf when performing its obligations under these terms

## **5. Third party providers**

The User acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. The Supplier makes 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 the User, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the User and the relevant third party, and not the Supplier. The Supplier recommends that the User refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Supplier does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

## **6. Supplier's obligations**

- 6.1 The Supplier undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.
- 6.2 The undertaking at clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the User with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the User's sole and exclusive remedy for any breach of the undertaking set out in clause 6.1. Notwithstanding the foregoing, the Supplier:
- (a) does not warrant that the User's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the User through the Services will meet the User's requirements; and
  - (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the User acknowledges that the Services and

Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

- 6.3 These terms shall not prevent the Supplier 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 these terms.
- 6.4 The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under these terms.

## **7. User's obligations**

The User shall:

- (a) provide the Supplier with all necessary co-operation in relation to these terms;
- (b) without affecting its other obligations under these terms, comply with all applicable laws and regulations with respect to its activities under these terms;
- (c) carry out all other User responsibilities set out in these terms in a timely and efficient manner. In the event of any delays in the User's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (d) obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under these terms, including without limitation the Services;
- (e) ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and
- (f) be, to the extent permitted by law and except as otherwise expressly provided in these terms, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the User's network connections or telecommunications links or caused by the internet.

## **8. Charges and payment**

The User shall pay all fees (if any) agreed by the parties to the Supplier.

## **9. Proprietary rights**

- 9.1 The User acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, these terms do not grant the User 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 Services or the Documentation.

- 9.2 The Supplier confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of these terms.

## **10. Confidentiality**

- 10.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under these terms. A party's Confidential Information shall not be deemed to include information that:
- (a) is or becomes publicly known other than through any act or omission of the receiving party;
  - (b) was in the other party's lawful possession before the disclosure;
  - (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
  - (d) is independently developed by the receiving party, which independent development can be shown by written evidence.
- 10.2 Subject to clause 10.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of these terms.
- 10.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of these terms.
- 10.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 10.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 10.5 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 10.6 The above provisions of this clause 10 shall survive termination of these terms, however arising.

## **11. Indemnity**

- 11.1 The User shall defend, indemnify and hold harmless the Supplier 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 the User's use of the Services and/or Documentation, provided that:

- (a) the User is given prompt notice of any such claim;
- (b) the Supplier provides reasonable co-operation to the User in the defence and settlement of such claim, at the User's expense; and
- (c) the User is given sole authority to defend or settle the claim.

11.2 The Supplier shall defend the User, its officers, directors and employees against any claim that the Services or Documentation infringes any United Kingdom patent effective as of the date of these terms, copyright, trade mark, database right or right of confidentiality, and shall indemnify the User for any amounts awarded against the User in judgment or settlement of such claims, provided that:

- (a) the Supplier is given prompt notice of any such claim;
- (b) the User provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and
- (c) the Supplier is given sole authority to defend or settle the claim.

11.3 In the defence or settlement of any claim, the Supplier may procure the right for the User to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate these terms on 2 Business Days' notice to the User without any additional liability or obligation to pay liquidated damages or other additional costs to the User.

11.4 In no event shall the Supplier, its employees, agents and sub-contractors be liable to the User to the extent that the alleged infringement is based on:

- (a) a modification of the Services or Documentation by anyone other than the Supplier; or
- (b) the User's use of the Services or Documentation in a manner contrary to the instructions given to the User by the Supplier; or
- (c) the User's use of the Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.

11.5 The foregoing and clause 12.3(b) state the User's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

## **12. Limitation of liability**

12.1 Except as expressly and specifically provided in these terms:

- (a) the User assumes sole responsibility for results obtained from the use of the Services and the Documentation by the User, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors

or omissions in any information, instructions or scripts provided to the Supplier by the User in connection with the Services, or any actions taken by the Supplier at the User's direction;

- (b) 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 these terms; and
- (c) the Services and the Documentation are provided to the User on an "as is" basis.

12.2 Nothing in these terms excludes the liability of the Supplier:

- (a) for death or personal injury caused by the Supplier's negligence; or
- (b) for fraud or fraudulent misrepresentation.

12.3 Subject to clause 12.1 and clause 12.2, the Services are provided 'as is' and the Supplier accepts no liability in respect of loss, damage, cost, liability or expense suffered or incurred by the User as a result of or in relation to the Service.

### **13. Term and termination**

13.1 These terms shall, unless otherwise terminated as provided in this clause 13, continue for the Trial Period after which they shall expire automatically.

13.2 Without affecting any other right or remedy available to it, either party may terminate these terms with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any other term of these terms which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 15 days after being notified in writing to do so;
- (b) the other party, being an individual, is adjudged bankrupt;
- (c) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

13.3 On termination of these terms for any reason:

- (a) all licences granted under these terms shall immediately terminate and the User shall immediately cease all use of the Services and/or the Documentation;
- (b) 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;
- (c) 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 shall not be affected or prejudiced.



#### **14. Force majeure**

The Supplier shall have no liability to the User under these terms if it is prevented from or delayed in performing its obligations under these terms, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or 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 the User is notified of such an event and its expected duration.

#### **15. Variation**

No variation of these terms shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

#### **16. Waiver**

No failure or delay by a party to exercise any right or remedy provided under these terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

#### **17. Rights and remedies**

Except as expressly provided in these terms, the rights and remedies provided under these terms are in addition to, and not exclusive of, any rights or remedies provided by law.

#### **18. Severance**

18.1 If any provision or part-provision of these terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these terms.

18.2 If any provision or part-provision of these terms is deemed deleted under clause 18.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

#### **19. Entire agreement**

19.1 These terms constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- 19.2 Each party acknowledges that in entering into these terms it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms.
- 19.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms.
- 19.4 Nothing in this clause shall limit or exclude any liability for fraud.

## **20. Assignment**

- 20.1 The User shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these terms.
- 20.2 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these terms.

## **21. No partnership or agency**

Nothing in these terms is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

## **22. Third party rights**

These terms do not confer any rights on any person or party (other than the parties to these terms and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

## **23. Notices**

- 23.1 Any notice required to be given under these terms shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in these terms, or such other address as may have been notified by that party for such purposes, or sent by fax to the other party's fax number as set out in these terms.
- 23.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

**24. Governing law**

These terms 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 England and Wales.

**25. Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms or its subject matter or formation (including non-contractual disputes or claims) provided that the Supplier may enforce any judgement of the courts of England and Wales in the courts of any jurisdiction.