

## Software License and Services Agreement

This Agreement is made on **XXX ("Effective Date") between:**

**Trinitatum Limited**, Company No. 08355562 whose registered address is 18 St. Cross Street, Trinitatum Ltd, 4th Floor, London, England, EC1N 8UN ("Trinitatum"); and

**Customer Name**, Company No. xxxx whose registered address is XXXXXXXX (the "Licensee")

Licensor and Licensee may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

### BACKGROUND

(A) Trinitatum is the owner and developer of certain proprietary software that runs pre-configured and automated tests to ensure Licensee's access to up-to-date trading data and generates daily reports and outputs indicating the results of such tests.

(B) Licensee desires to obtain, and Trinitatum desires to grant, a license to use the Software (as defined below) solely for Licensee's internal business purposes, in Licensee's pre-production environment, and solely in connection with a single domain name used by Licensee to make trades in select trade markets, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the Parties agree as follows:

### 1. DEFINITIONS.

Capitalised terms used but not defined in this Clause 1 shall have the meanings ascribed to them elsewhere in this Agreement or in the context in which they first appear.

- 1.1. "**Authorised Users**" means Licensee's employees and individual contractors who are authorised by Licensee to use the Software solely for Licensee's internal business purposes in accordance with this Agreement.
- 1.2. "**Data Protection Legislation**" means the UK General Protection Regulation (UK GDPR); any other existing or future law, directive, or regulation (anywhere in the world) relating to the Processing of Personal Data or privacy, to which Trinitatum is subject.

1.3. **“Documentation”** means Licensor’s user manuals, handbooks, and installation guides relating to the Software, as provided or made available by Licensor to Licensee.

1.4. **“Domain Name”** means the single domain name specified in Schedule A, which Licensee uses to make trades in the energy and capital trade markets and in connection with which the Software is licensed.

1.5. **“Pre-Production Environment”** means Licensee’s non-production computing environment used for testing and validation prior to live trading.

1.6. **“Reports and Outputs”** means the daily reports and outputs generated by the Software indicating the results of the automated tests.

1.7. **“Software”** means Trinitatum’s proprietary software product(s) identified in Schedule A, in object code form only, including all Updates and Maintenance Releases provided to Licensee under this Agreement.

1.8. **“Updates and Maintenance Releases”** means any updates, upgrades, releases, or other adaptations or modifications of the Software, including updated Documentation, that Licensor may provide to Licensee from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements, or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency, or quality of the Software.

## 2. LICENSE GRANT AND RESTRICTIONS

2.1. License Grant. Subject to Licensee’s compliance with the terms and conditions of this Agreement, Trinitatum hereby grants to Licensee a limited, non-exclusive, non-transferable, non-sublicensable license during the Term to:

- (a) install and use the Software solely in Licensee’s Pre-Production Environments, solely for Licensee’s internal business purposes, and solely in connection with the Domain Name specified in Schedule A;
- (b) permit use of the Software only by Authorised Users; and
- (c) use and make a reasonable number of copies of the Documentation solely in connection with Licensee’s authorised use of the Software.

2.2. Use Restrictions. Licensee shall not, and shall not permit any third party to:

- (a) use the Software or Documentation for any purpose other than as expressly permitted in Clause 2.1;

- (b) use the Software in any production environment or in connection with any domain name other than the Domain Name specified in Schedule A;
- (c) copy, modify, translate, adapt, or create derivative works or improvements of the Software or Documentation;
- (d) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or Documentation to any third party;
- (e) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software;
- (f) remove, alter, or obscure any proprietary notices in the Software or Documentation;
- (g) use the Software or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law;
- (h) use the Software for purposes of benchmarking or competitive analysis, or for developing, using, or providing a competing software product or service.

2.3. **Reservation of Rights.** Except for the limited rights expressly granted to Licensee under this Agreement, Trinitatum reserves all rights, title, and interest in and to the Software and Documentation, including all intellectual property rights therein.

### **3. IMPLEMENTATION, ACCEPTANCE, AND SUPPORT SERVICES**

3.1. **Implementation and Training.** Trinitatum will provide reasonable implementation assistance and basic training to Licensee as described in Schedule B.

3.2. **Acceptance.** Licensee shall have thirty (30) days from the date of initial delivery of the Software to test whether the Software materially conforms to the Documentation. If Licensee provides written notice of material non-conformity within such period, Trinitatum will use commercially reasonable efforts to correct the non-conformity or provide an acceptable workaround in a timely manner. If Licensee does not provide such notice within the thirty (30) day period, the Software will be deemed accepted.

3.3. **Support Services.** During the Term, Trinitatum will provide Licensee with support services as described in Schedule B, during the hours and subject to the response times set forth therein. Trinitatum may charge additional fees for out-of-scope or after-hours support, as set forth in Schedule B.

3.4. **Updates and Maintenance Releases.** Trinitatum will provide Licensee, at no additional charge, with all Updates and Maintenance Releases that it makes generally available to its licensees. Licensee will install all Updates and Maintenance Releases as soon as practicable after receipt.

#### 4. LICENSEE RESPONSIBILITIES

4.1. **Review of Reports and Outputs.** Licensee is solely responsible for reviewing all Reports and Outputs generated by the Software, for verifying their completion and accuracy, and for any decisions, actions, or trades made in reliance on such Reports and Outputs. Trinitatum disclaims any responsibility or liability for Licensee's use of, or reliance on, the Reports and Outputs. Licensee acknowledges and agrees that the Reports and Outputs are generated based on data and parameters provided by Licensee and/or third parties, and that Trinitatum does not independently verify the accuracy, completeness, or timeliness of such data or parameters. The Reports and Outputs are provided for informational purposes only and are not intended as, and shall not be construed as, investment, trading, legal, tax, or other professional advice. Licensee is solely responsible for conducting its own independent analysis and due diligence before making any trading or investment decisions, and for consulting with its own advisors as it deems appropriate. Trinitatum makes no representation or warranty as to the suitability, reliability, availability, timeliness, accuracy, or completeness of the Reports and Outputs for any particular purpose, including for use in making trading or investment decisions. Licensee assumes all risk associated with the use of the Reports and Outputs, and Trinitatum shall have no liability whatsoever for any loss, damage, cost, or expense (including, without limitation, any trading losses or lost profits) arising out of or relating to Licensee's use of, or reliance on, the Reports and Outputs, whether direct or indirect, foreseeable or unforeseeable, and regardless of the theory of liability.

4.2. **Compliance.** Licensee is responsible for ensuring that all use of the Software and Documentation by its Authorised Users complies with the terms of this Agreement and all applicable laws and regulations.

#### 5. FEES AND PAYMENT

5.1. **Fees.** Licensee shall pay Trinitatum the license, support, and implementation fees set forth in Schedule C, in accordance with the payment terms specified therein. All fees are non-refundable except as expressly provided in this Agreement.

5.2. **Taxes.** All fees and other amounts payable by Licensee are exclusive of taxes. Licensee is responsible for all sales, use, and similar taxes, except for taxes based on Trinitatum's net income.

5.3. Late Payment. Any late payments will accrue interest at the rate of 4% above the prevailing Band of England base rate. Trinitatum may suspend Licensee's access to the Software and support services, or terminate this Agreement under Clause 12.3, for any payment more than thirty (30) days overdue. Licensee shall reimburse Licensor for all reasonable costs incurred by Licensor in collecting any late payment of amounts due or related interest, including legal fees, court costs, and collection agency fee.

## 6. AUDIT RIGHTS

6.1. Audit. During the Term and for two (2) years thereafter, Trinitatum or its designee may, upon reasonable notice and during normal business hours, audit Licensee's use of the Software and Documentation to verify compliance with this Agreement. Trinitatum may conduct such audits remotely or on-site, and Licensee shall provide all reasonable cooperation and access to records, systems, and personnel. Licensor shall only examine information directly related to Licensee's use of the Software.

6.2. Post-Termination Audit. Trinitatum's audit rights under this Clause 6 shall survive termination or expiration of this Agreement for two (2) years.

6.3. Audit Costs. If any audit reveals that Licensee has underpaid fees or otherwise breached the license restrictions, Licensee shall promptly pay all amounts due, plus interest, and reimburse Trinitatum for the reasonable costs of the audit if the underpayment or breach exceeds 5% of the amounts due or permitted usage. Licensee shall make all payments required under this Clause 6.3 within ten (10) days of the date of written notification of the audit results.

## 7. INTELLECTUAL PROPERTY

7.1. Ownership. The Software and Documentation are licensed, not sold, and Trinitatum retains all right, title, and interest in and to the Software, Documentation, and all intellectual property rights therein. Licensee acquires no ownership interest in the Software or Documentation under this Agreement.

7.2. Feedback. If Licensee provides any suggestions, feedback, or ideas regarding the Software or Documentation, Trinitatum is free to use such feedback without restriction or compensation to Licensee.

## 8. DATA PROTECTION AND CONFIDENTIALITY

8.1. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written,

electronic, or other form or media/in written or electronic form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that[ the receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the receiving Party without restriction on use or disclosure prior to such information being disclosed or made available to the receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the receiving Party's or any of its representatives' noncompliance with this Agreement; (c) was or is received by the receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the receiving Party can demonstrate by written or other documentary records was or is independently developed by the receiving Party without reference to or use of any Confidential Information. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder and who are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Clause. The receiving Party shall be responsible for all breaches of this Clause by its employees, directors, officers, agents, and consultants.

8.2 Protection of Confidential Information. The receiving Party shall (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; (b) safeguard the Confidential Information from unauthorised use, access or disclosure using at least the degree of care it uses to protect its most sensitive information and in no event less than a reasonable degree of care; and (c) promptly notify the disclosing Party of any unauthorised use or disclosure of Confidential Information and take all reasonable steps and cooperate with disclosing Party to prevent further unauthorised use or disclosure. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (d) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (e) to establish a Party's rights under this Agreement, including to make required court filings.

8.3. Return or Destruction. Upon termination or expiration of this Agreement, each Party shall promptly return the other Party's confidential information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed, except as required to be retained by law or for archival purposes, provided that any Confidential Information so retained shall remain subject to this Agreement and all

confidentiality, privacy, and security obligations herein. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will remain in effect until the Confidential Information no longer qualifies as confidential information under this Agreement or a trade secret under applicable law.

8.4 Without limiting the foregoing, Licensee acknowledges and agrees that the Software and associated Documentation contain copyrighted and/or proprietary information of Trinitatum and constitute valuable assets and trade secrets of Trinitatum. Accordingly, Licensee agrees to use the Software only in accordance with the terms and conditions of this Agreement. Licensee must implement commercially reasonable procedures to ensure continued confidentiality, security, and protection of the Software and the associated Documentation as required hereunder and to prevent unauthorised access thereto or use thereof by any of Licensee's employees or any other entity. The provisions of this paragraph shall survive in perpetuity, notwithstanding any expiration or termination of the license granted hereunder or of this Agreement in whole or in part.

8.5 The Parties shall comply with all applicable Data Protection Legislation.

## **9. WARRANTIES AND DISCLAIMERS**

9.1. **Limited Warranty.** Trinitatum warrants that, for a period of ninety (90) days from the Effective Date, the Software will materially conform to the Documentation when used in accordance with this Agreement. Trinitatum further warrants that, at the time of delivery, the Software will be free from viruses or other malicious code.

9.2. The warranties set forth in Clause 9.1 do not apply and become null and void if Licensee breaches any provision of this Agreement, or if Licensee , any Authorised User, whether or not in violation of this Agreement: (i) installs or uses the Software on or in connection with any hardware or software not specified in the Documentation or expressly authorised by Licensor in writing; (ii) modifies or damages the Software; (iii) misuses the Software, including any use of the Software other than as specified in the Documentation, or (iv) fails to promptly install all Updates and Maintenance Releases that Licensor has previously made available to Licensee. Notwithstanding any provisions to the contrary in this Agreement, the limited warranty set forth in Clause 9.1 also does not apply to problems arising out of or relating to: (v) the operation of, or access to, Licensee's or a third party's system or network; and (vi) any other circumstances or causes outside of the reasonable control of Licensor.

9.3 **Remedies.** If, during the period specified in Clause 9.1, any Software fails to comply with the warranty in Clause 9.1, and such failure is not excluded from warranty pursuant to Clause 9.2, Licensor shall, subject to Licensee's promptly notifying Licensor in writing of such failure, at its sole option, either: (i) repair or replace the Software, provided that

Licensee provides Licensor with all information Licensor reasonably requests to resolve the reported failure, including sufficient information to enable the Licensor to recreate such failure; or (ii) refund the Fees paid for such Software, subject to Licensee's ceasing all use of and, if requested by Licensor, returning to Licensor all copies of the Software. If Licensor repairs or replaces the Software, the warranty will continue to run from the Effective Date and not from Licensee's receipt of the repair or replacement. The remedies set forth in this Clause 9.3 are Licensee's sole remedies and Licensor's sole liability under the limited warranty set forth in Clause 9.1.

**9.4. Disclaimer.** Except for the express warranties set forth in this Clause 9, the Software, Documentation, Reports and Outputs, and all Services are provided "as is" and Trinitatum disclaims all other warranties, express or implied, including any warranties of merchantability, fitness for purpose, title and non-infringement, and all warranties arising from course of dealing, usage, or trade practice. Trinitatum does not warrant that the Software or Reports and Outputs will be error-free or uninterrupted, or that they will meet Licensee's requirements, operate without interruption, achieve any intended result, be compatible or work with any software, systems or other services, or be secure, accurate, complete, free of harmful code or error free.

## **10. INDEMNIFICATION**

**10.1. By Trinitatum.** Trinitatum will indemnify the Licensee against all, and any losses, liabilities, costs, expenses, and damages incurred by the Licensee as a result of, or arising from, any claim upheld by a court of competent jurisdiction that the Software infringe any Intellectual Property Right or any other right of any third party. This Clause 11.1 does not apply to the extent that the alleged infringement arises from: (a) use of the Software in combination with other data, software, hardware, equipment, technology, or services not provided by Trinitatum, (b) modifications of the Software not made by Trinitatum, (c) use of other than the current, unaltered release of the Software, or failure to timely implement any Updates and Maintenance Releases, or (d) use not in accordance with this Agreement.

**10.2. Mitigation.** If the Software is, or in Trinitatum's opinion is likely to be, subject to a claim of infringement, Trinitatum may, at its option, (a) procure for Licensee the right to continue using the Software, (b) modify or replace the Software to make it non-infringing, or (c) terminate this Agreement and refund any prepaid, unused license fees.

**10.3. By Licensee.** Licensee shall indemnify, defend, and hold harmless Trinitatum from and against any third-party claims arising from (a) Licensee's use of the Software or Documentation in violation of this Agreement, (b) Licensee's use of the Reports and Outputs, or (c) Licensee's breach of this Agreement.

10.4 Indemnification Procedure. Each Party shall promptly notify the other Party in writing of any action for which such Party believes it is entitled to be indemnified pursuant to Clause 10.1 or Clause 10.3. The Party seeking indemnification (the "Indemnitee") shall cooperate with the other Party (the "Indemnitor") at the Indemnitor's sole cost and expense. The Indemnitor shall promptly assume control of the defence and investigation of such action and shall employ legal counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any action on any terms or in any manner that adversely affects the rights of any Indemnitee without the Indemnitee's prior written consent, which shall not be unreasonably withheld or delayed. The Indemnitee's failure to promptly notify the Indemnitor in writing under this Clause 12 of any action for which such Party believes it is entitled to be indemnified will not relieve the Indemnitor of its obligations under this Clause 12, except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure.

10.5. Sole Remedy. This Clause 10 sets forth Licensee's sole remedies and Lessor's sole liability and obligation for any actual, threatened, or alleged claims that the Software or Documentation or any subject matter of this Agreement infringes, misappropriates, or otherwise violates any Intellectual Property Rights of any third party.

## **11. LIMITATION OF LIABILITY**

11.1. Exclusion of Damages. Trinitatum shall not in any circumstances be liable for (i) any form of pure economic loss, loss of profit, loss of revenue, loss of data, loss of business and/or depletion of goodwill or anticipated savings, legal costs and any indirect, consequential, special or punitive loss, whether direct, indirect or consequential; (ii) any cost, losses or delays arising from a failure on the part of any third party service provider; or (iii) any costs, damages, fines, losses or delays arising from any third party malware, virus, worm, or anything other malicious software that might disrupt, disable, harm or impede the operation of any of Lessor's information systems, or that might corrupt, damage, destroy or render inaccessible any software, data or file on, or that may allow any unauthorised person to gain access to, any information system or any software, data or file on it.

11.2. Cap on Liability. The liability which Trinitatum shall owe to the Licensee in respect of all claims under this Agreement shall not, in total, exceed the Charges paid by the Licensee in the 12 months preceding the date of any claim.

11.3. Allocation of Risk. Each Party acknowledges that the foregoing damages and exclusions and limits of liability set forth in the Clause 11 (Limitation of Liability) reflects the allocation of risk set forth in this Agreement and acknowledges that the other Party would not have entered into this Agreement absent such exclusion and limitation of liability or that the prices paid by the Licensee for the Software would have been higher.

## 12. TERM AND TERMINATION

12.1. Term. This Agreement commences on the Effective Date and continues for an initial term of one (1) year, unless earlier terminated as provided herein. Thereafter, the Agreement will automatically renew for successive one (1) year terms unless either Party provides written notice of non-renewal at least ninety (90) days prior to the end of the then-current term.

12.2. Termination for Cause. Except as otherwise provided in this Agreement, either Party may terminate this Agreement upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice.

12.3 If Licensee breaches Clauses 2, 5, 7, or 8 of this Agreement, Trinitatum may terminate this Agreement or any license to Software granted under this Agreement immediately effective upon written notice to Licensee.

12.4. Termination for Insolvency. Either Party may terminate this Agreement immediately upon written notice if the other Party becomes insolvent, makes an assignment for the benefit of creditors, or has a receiver or similar officer appointed for its business or assets.

12.5. Effect of Termination. Upon expiration or termination of this Agreement, (a) all rights and licenses granted to Licensee shall immediately terminate, (b) Licensee shall immediately cease all use of the Software and Documentation, and (c) Licensee shall return or destroy all copies of the Software and Documentation and certify such destruction in writing to Trinitatum. Upon expiration or termination of this Agreement, each Party shall promptly destroy or return to the other party all copies, whether in written, electronic, or other form or media, of the other party's Confidential Information, as set forth in Clause 8.3.

12.6. Survival. Clauses 4, 6, 7, 8, 9, 10, 11, 12.4, and 13, and all other provisions that by their nature should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.

### 13. MISCELLANEOUS

13.1. Assignment. Licensee may not assign or transfer this Agreement, in whole or in part, without Trinitatum's prior written consent. Any attempted assignment in violation of this Clause is void. Trinitatum may assign this Agreement without Licensee's consent.

13.2. Governing Law; Jurisdiction. This Agreement is governed by, and is to be interpreted in accordance with, English law and the parties agree to submit to the jurisdiction of the English courts in relation to any disputes arising under this Agreement or any Statement of Work.

13.3. Equitable Relief. Each Party acknowledges that a breach of Clauses 2, 6, 7, or 8 may cause irreparable harm for which monetary damages would be inadequate, and the non-breaching Party shall be entitled to seek equitable relief, including injunction and specific performance, in addition to any other remedies, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

13.4. Entire Agreement; Amendment. This Agreement, including all Schedules, constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings. No amendment or modification is effective unless in writing and signed by both Parties. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, confers or purports to confer on any person who is not a party to this Agreement any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of this Agreement.

13.5. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder must be in writing and addressed to the Parties at the addresses set forth on the signature page of this Agreement (or to such other address that may be designated by the Party giving notice from time to time in accordance with this Clause). All Notices must be delivered by personal delivery, nationally recognised overnight courier (with all fees pre-paid), email, or certified or registered mail (return receipt requested, postage pre-paid). Notices sent in accordance with this Clause 13.5 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognised overnight courier, signature required; (c) when sent, if by email, if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

13.6. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will remain in full force and effect.

13.7. **Waiver.** No waiver of any right under this Agreement will be effective unless in writing and signed by the waiving Party.

13.8. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Signed:	Signed:
On behalf of <b>Trinitatum</b> .	On behalf of <b>[Licensee Name and Address]</b>
Print name:	Print name:
Email address:	Email address:
Date Signed:	Date Signed: