

Daktela UK Limited Emergency Home Working Service Agreement

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4. Agreement Term. This Daktela UK DUKTSLA shall terminate at the end of your 30 -day evaluation of Daktela UK Software except for such provisions that may be indicated herein as surviving termination of this Daktela UK DUKTSLA. Unless you enter into a subsequent written agreement with Daktela UK, you shall return or destroy all copies of Daktela UK Software upon the expiration of your evaluation. Failure to destroy all copies of Daktela UK Software upon the termination of this DUKTSLA shall be deemed a copyright infringement as well as a material breach of this DUKTSLA. You may extend the initial 30-day evaluation period for further 30-day evaluation periods by mutual agreement of both parties up to a maximum of five.

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7. Proprietary Rights. You recognise and acknowledge Daktela UK’s ownership and title to the Daktela UK trademark, and to Daktela UK’s copyrights, patents, trademarks, trade secrets, and any other intellectual property and proprietary rights of any kind in any jurisdiction (collectively the “**Daktela UK Intellectual Property Rights**”) embodied in Daktela UK Software or on Daktela UK’s website. Nothing in this Daktela UK DUKTSLA shall be interpreted to assign or to grant exclusive rights to you of any of Daktela UK Intellectual Property Rights. Daktela UK does not grant to you any other right or license, either express or implied, in or to the Daktela UK Software except as specified in this Daktela UK DUKTSLA and your use of the Daktela UK Software shall be subject to the limits and other conditions set forth herein. Daktela UK hereby asserts and agrees that any data collected by you using Daktela UK Software shall be and remain your valuable intellectual property.

8. Termination of Agreement. Either party may terminate this Daktela UK DUKTSLA and the licenses granted hereunder

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upon written notice for any material breach of this Daktela UK DUKTSLA that the other party fails to cure within fifteen (15) days following written notice specifying such breach. In the event of termination of this Daktela UK DUKTSLA for any cause, all rights granted hereunder automatically revert to the granting party except as specified herein or in another written agreement between the parties.

9. Severability If the application of any provision or provisions of this Daktela UK DUKTSLA to any particular set of facts or circumstances is held to be invalid or unenforceable by a court of competent jurisdiction, the validity of said provision or provisions to any other particular set of facts or circumstances shall not, in any way, be affected. Such provision or provisions shall be reformed without further action by the parties to the extent necessary to make such provision or provisions enforceable when applied to that set of facts or circumstances.

10. Amendment and Waiver. This Daktela UK DUKTSLA may not be modified or amended except in a writing signed by a duly authorised representative of each party. The waiver by either party of any of its rights or remedies hereunder shall not be deemed a waiver of such rights or remedies in the future unless such waiver is in writing and signed by an authorised officer of such party. Such a waiver shall be limited specifically to the extent set forth in said writing.

11. Assignment. You may not assign this Daktela UK DUKTSLA or any right or obligation hereunder, without Daktela UK's prior written consent, which shall not be unreasonably withheld. However, you may assign this Daktela UK DUKTSLA in the event of a merger or consolidation or the purchase of all or substantially all your assets. This Daktela UK DUKTSLA will be binding upon and inure to the benefit of the permitted successors and assigns of each party.

12. General. This Daktela UK DUKTSLA constitutes the exclusive terms and conditions with respect to the subject matter hereof. The parties both agree that it is their intention to resolve disputes between them concerning this Daktela UK DUKTSLA directly in good faith negotiations. Notwithstanding the foregoing, nothing in this section shall prevent either party from applying for and obtaining from a court a temporary restraining order and/or other injunctive relief. In any action to enforce this Daktela UK DUKTSLA, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees, in addition to any other relief to which the prevailing party may be entitled. This provision shall survive the termination of this Daktela UK DUKTSLA

12. Fees and Payments. All fees for software licences included within this agreement (as identified on the attached sales order) are payable in advance via Direct Debit payment. All fees for call charges included within this agreement are payable at the end of each 30-day evaluation period via Direct Debit payment. Any optional Professional Services fees included within this agreement are payable within 5 working days of completion via Direct Debit. You agree to set-up the Daktela UK direct debit mandate in accordance with our instructions

Signed for and on behalf of XXXXX

Name :

Title: