

# **END USER LICENCE AGREEMENT (“EULA”)**

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  - 5.2.2. any special, exemplary, incidental, punitive or consequential damages of any character arising out of the inability to use, or the use of, the Licensed Materials or the Platform;

- 5.2.3. any business losses, including without limitation, loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill; or
- 5.2.4. any liability for loss or corruption of any data, database or software.
- 5.3. Subject to clause 5.2 and 5.6, irrespective of the cause or form of action, BAR's aggregate, cumulative liability for any claims, losses, or damages arising out of any negligence, breach of statutory or legal duty or breach of this EULA shall in no circumstances exceed £50.
- 5.4. Authorised User accepts that BAR has an interest in limiting the personal liability of BAR's officers and employees and, having regard to that interest, Authorised User acknowledges that BAR is a limited liability entity; Authorised User agrees that it will not bring any claim personally against BAR's officers or employees in respect of any losses suffered in connection with this EULA (this will not, limit or exclude the liability of the limited liability entity itself for the acts and omissions of BAR's officers and employees).
- 5.5. Nothing in this EULA will:
  - 5.5.1. limit or exclude any liability for death or personal injury resulting from negligence;
  - 5.5.2. limit or exclude any liability for fraud or fraudulent misrepresentation;
  - 5.5.3. limit any liabilities in any way that is not permitted under applicable law; or
  - 5.5.4. exclude any liabilities that may not be excluded under applicable law.
- 5.6. Authorised User agrees to indemnify, defend and hold BAR harmless from and against any loss, damage, costs, liability and expenses (including reasonable legal and professional fees) arising out of any third-party claim or legal action taken against BAR related to or in any way connected with any use of the Licensed Materials or the Platform by the Authorised User or any failure by the Authorised User to perform its obligations in relation to this EULA. Regardless of the cause or form of action, the Authorised User may bring no action arising from this EULA more than six (6) months after the cause of action arises.

## **6. UNDERTAKINGS BY BOTH PARTIES**

- 6.1. Each party shall use its best endeavours to safeguard the intellectual property, confidential information and proprietary rights of the other party.

## **7. TERM AND TERMINATION**

- 7.1. This EULA may be terminated immediately in writing:
  - 7.1.1. By the non-breaching party if the other party commits a material or persistent breach of any term of this EULA and fails to remedy the breach if capable of remedy within fifteen (15) days of notification in writing by the other, the non-breaching party may terminate by written notice;
  - 7.1.2. by BAR if the Authorised User commits a breach of clause 2 or clause 3;
- 7.2. On termination of this EULA by BAR for cause, as specified in clause 7.1, Authorised User shall return to BAR or destroy all Licensed Materials.
- 7.3. The Licence Term shall commence on the Effective Date and continue whilst the Authorised User remains an Authorised User, unless terminated earlier in accordance with this EULA.
- 7.4. BAR may terminate access to the Platform and the Licensed Materials at any time without notice.

7.5. Termination of this EULA in whole or in part will not affect those clauses which are intended by their nature to survive termination and continue to have effect (in accordance with their express terms or otherwise indefinitely).

## **8. DATA PROTECTION**

8.1. BAR processes personal data of Authorised Users as the controller of the Institution. BAR is committed to protecting personal data according to the provisions of the GDPR. Please see the BAR's privacy policy for more details of your rights under the GDPR.

## **9. GENERAL**

9.1. This EULA constitutes the entire full and complete understanding between the parties and supersedes all prior arrangements and undertaking whether written or oral.

9.2. Authorised User's alterations to this EULA and to the Schedules to this EULA are only valid if they are recorded in writing and signed by both parties. BAR may update this EULA from time to time and changes will be effective from the date of publication.

9.3. BAR may assign, novate or subcontract this EULA at its sole discretion. Authorised User may not assign, novate or subcontract this EULA to any other person or organisation, nor may Authorised User sub-contract any of its obligations.

9.4. Any notices to be served on BAR shall be sent by prepaid recorded delivery or registered post to the address as set out in this EULA or to such other address as notified. Notices to the Authorised User will be sent via the Authorised User's Institution. All such notices shall be deemed to have been received within 7 days of posting.

9.5. Neither party's delay or failure to perform any provision of this EULA, as result of circumstances beyond its control (including, without limitation, war, strikes, floods, governmental restrictions, power, telecommunications or Internet failures, or damage to or destruction of any network facilities) shall be deemed to be, or to give rise to, a breach of this EULA.

9.6. The invalidity or un-enforceability of any provision of this EULA shall not affect the continuation or enforceability of the remainder of this EULA.

9.7. Either party's waiver, or failure to require performance by the other, of any provision of this EULA will not affect its full right to require such performance at any subsequent time, or be taken or held to be a waiver of the provision itself.

9.8. This EULA shall be governed by and construed in accordance with English law; the parties irrevocably agree that any dispute arising out of or in connection with this EULA will be subject to and within the jurisdiction of the courts of England and Wales.

9.9. Except as otherwise explicitly set forth herein, the relationship of the parties hereto will be that of independent contractors. Except as otherwise explicitly set forth here, nothing contained herein shall be deemed to create an agency, joint venture, or partnership relationship between the parties or subject the parties to any implied duties, rights or obligations respecting the conduct of their affairs, which are not expressly stated herein. Neither party will have any right or authority to assume or create any obligation or responsibility, either express or implied, on behalf of or in the name of the other party except as expressly provided in this EULA.

## **DEFINITIONS**

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