

## **Appendix II**

# **Eikon Personal End User Licence Agreement**

## **JOHN RITCHIE LIMITED END USER LICENCE AGREEMENT**

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For the avoidance of doubt, You may create new individual slides only and not complete EIKON presentations. Such new presentation slides should not contain any copyright notice, trade mark, legend, logo or product identification of the Eikon Product and should not contain material that might adversely affect our reputation or standing.

You may not use or distribute the Eikon Product or any derivative works in any form for commercial purposes. Examples of commercial purposes would be licensing, leasing or selling the Eikon Product, distributing the Eikon Product for use with commercial products or using the Eikon

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For a period of 90 days from the date on which you receive the Eikon Product, it will perform materially in accordance with the specification. If you discover, and notify John Ritchie [here](#) of any defect in the Eikon Product, we shall investigate the defect and shall, at our discretion, replace the Eikon Product at no cost to you. This is your sole remedy in the event of such defect.

The 90 day warranty shall not apply in the event that the Eikon Product is lost or stolen or has been damaged by accident, misuse, neglect or unauthorised use or modification.

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John Ritchie may at from time to time advise you of updates and new releases of the Eikon Product. Such updates shall be provided from time to time and shall be subject to separate terms and conditions.

## **6. General**

This Agreement is governed by and interpreted in accordance with the laws of Scotland and you agree to submit to the non-exclusive jurisdiction of the Scottish courts.

This Agreement is personal to you and cannot be transferred to a third party.

By uploading or using the Eikon Product, whichever occurs earlier, you acknowledge that you have read this Agreement, agree to be bound by its terms and conditions and agree that it is the complete and exclusive statement of the Agreement between you and John Ritchie and which supersedes any other previous proposal or agreement, whether or oral or written, relating to the subject matter of this Agreement.

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If any provision of this Agreement is found invalid or unenforceable pursuant to any judicial decree or otherwise, the remainder of this Agreement shall remain valid and enforceable according to its terms.

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## ***Appendix III***

# **Eikon Institutional End User Licence Agreement**

## **JOHN RITCHIE LIMITED END USER LICENCE AGREEMENT**

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- (a) to use the Eikon Product at the Location only;
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- (c) remove any copyright notice, trade mark, legend, logo or product identification of the Eikon Product;
- (d) use the Eikon Product in such a way or with such other material as might adversely affect our reputation or standing;
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Either party's failure or delay in enforcing any provision hereof will not waive that party's rights.

If any provision of this Agreement is found invalid or unenforceable pursuant to any judicial decree or otherwise, the remainder of this Agreement shall remain valid and enforceable according to its terms.

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