

END USER LICENCE AGREEMENT (EULA)

Last Updated: 4 February 2026

1. Definitions

“Authorised Users” means those employees, agents and independent contractors of Customer who are authorised by Customer to use the Service under Customer’s subscription.

“Business Day” means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

“Normal Business Hours”: means 9.00 am to 5.30 pm local UK time, each Business Day.

“Order” means the order placed with a Reseller for the Service.

“Reseller” means the authorised reseller or partner from whom Customer purchases the subscription.

“Service” means the subscription services and its underlying software provided by the Vendor to Customer pursuant to this EULA as more particularly described on <https://WorXflo.co.uk/>.

“Subscription Term” means the period of access purchased via the Reseller as set out in your order with the Reseller and any renewal period.

“Usage Data” means analytics, telemetry, and other data relating to Customer’s use of the Service, excluding Customer Data.

“Customer Data” means data input by or on behalf of Customer into the Service.

2. Relationship Between Vendor, Reseller and Customer

2.1 Commercial Terms via Reseller. Customer purchases its subscription from the Reseller. All commercial terms (including price, billing, invoicing, and renewals) are agreed between Customer and the Reseller.

2.2 Licence from Vendor. Notwithstanding the commercial relationship with the Reseller, the licence to download, install and use the Service is granted directly by Vendor to Customer under this EULA.

2.3 Reseller Not Authorised to Modify EULA. Resellers are not authorised to amend this EULA. Any such amendment is void unless agreed in writing by Vendor in advance.

3. Licence Grant

3.1 Vendor grants Customer a non-exclusive, non-transferable, non-sublicensable licence for the Subscription Term to allow its Authorised Users to access and use the Service solely for Customer's internal business purposes.

3.2 The licence is limited to the number of Authorised Users purchased via the Reseller. Customer must not exceed this number.

3.3 Additional Authorised Users may be added by placing an additional order with the Reseller. Fees for additional users apply from the date of activation.

4. Customer Responsibilities

Except as expressly set out in this EULA or as permitted by any local law, you undertake to:

- a. ensure that only Authorised Users access the Service;
- b. maintain accurate and up-to-date user records of the number of Authorised Users, the number and location of all copies of the software;
- c. comply with all applicable laws;
- d. ensure that Authorised Users comply with this EULA;
- e. promptly disable access for individuals who no longer require it.

5. Acceptable Use

Customer must not, and must ensure Authorised Users do not:

- a. copy, modify, or create derivative works of the Service;
- b. disassemble, reverse engineer, decompile, or attempt to extract source code;
- c. circumvent security or access controls;
- d. use the Service to store or transmit unlawful or harmful content;
- e. use the Service to compete with Vendor;
- f. resell, distribute, or provide access to any third party (except Authorised Users).

Vendor may suspend access where Customer breaches this clause.

6. Service Availability and Support

6.1 Vendor will use reasonable skill and care to provide the Service.

6.2 Vendor may update or modify the Service from time to time.

6.3 Vendor shall use commercially reasonable endeavours to make the Service 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 Vendor has used reasonable endeavours to give Customer at least 6 Normal Business Hours' notice in advance.

6.4 Vendor will, as part of the Service and at no additional cost to Customer, provide Customer with Vendor's standard customer support services during Normal Business Hours. Reseller shall provide Customer with first line support.

7. Fees and Payment

7.1 All fees are payable by Customer to the Reseller. Vendor is not responsible for billing or invoicing.

7.2 Customer acknowledges that the licence fee is based on the number of Authorised Users.

7.3 Vendor may audit usage (including user counts) via technical means. If Customer exceeds its purchased user count, Vendor may require Customer to purchase additional licences via the Reseller.

8. Data Protection

8.1 Vendor processes Customer Data as a data processor on behalf of Customer, in accordance with the Data Protection Act 2018 and UK GDPR.

8.2 Vendor's Data Processing Addendum ("DPA") is incorporated by reference and available at [WorXflo.com | Data Policy](https://www.worxflo.com/data-policy)

8.3 Vendor may process Usage Data for analytics, service improvement, and security purposes.

9. Intellectual Property

9.1 You acknowledge that all intellectual property rights in the Service anywhere in the world belong to us, that rights in the Service are licensed (not sold) to you, and that you have no rights in, or to, the Service other than the right to use it in accordance with the terms of this EULA.

9.2 You acknowledge that you have no right to have access to the Service in source code form.

9.3 Customer retains all rights in Customer Data.

9.4 No rights are granted except as expressly stated in this EULA.

10. Confidentiality

Each party shall keep the other party's confidential information confidential and use it only as necessary to perform this EULA.

11. Warranties and Disclaimers

11.1 Vendor warrants that the Service will, when properly used and on an operating system for which it was designed, perform substantially in accordance with the functions described on www.worxflo.co.uk and in any documents provided by Vendor.

11.2 Except as expressly stated, the Service is provided “as is” and Vendor excludes all implied warranties to the fullest extent permitted by law. Customer is responsible for maintaining appropriate backups of its data.

12. Limitation of Liability

12.1 Nothing in this EULA limits liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be excluded under UK law.

12.2 Vendor’s total aggregate liability arising out of or in connection with this EULA shall not exceed 100% of the fees paid or payable for the Authorised Users during the 12 months preceding the claim, regardless of whether such fees were paid to Vendor or the Reseller.

12.3 Subject to clause 12.1 Vendor shall not be liable to you for:

- a. loss of profits, sales, revenue, or business;
- b. loss or corruption of data or information;
- c. wasted expenditure;
- d. depletion of goodwill and/or similar losses; or
- e. any special, indirect or consequential loss, costs, damages, charges or expenses.

13. Term and Termination

13.1 This EULA continues for the Subscription Term unless terminated earlier.

13.2 Vendor may suspend or terminate access immediately by written notice to you where Customer commits a material or persistent breach of this EULA which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.

13.3 Upon termination for any reason:

- a. all rights granted to you under this EULA shall cease;
- b. you must immediately cease all activities authorised by this EULA; and
- c. you must immediately and permanently delete or remove the Service (software) from all computer equipment in your possession, and immediately destroy all copies of the software and any documents then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

14. Changes to this EULA

Vendor may update this EULA from time to time. Material changes will be notified via the Service. Continued use after the effective date constitutes acceptance.

15. Events outside our control

15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this EULA that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in Clause 15.2.

15.2 An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation failure of public or private telecommunications networks.

15.3 If an Event Outside Our Control takes place that affects the performance of our obligations under this EULA:

- a. our obligations under this EULA will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
- b. we will use our reasonable endeavours to find a solution by which our obligations under this EULA may be performed despite the Event Outside Our Control.

16. Transfer of rights

16.1 Customer shall not, without the prior written consent of Vendor, assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this EULA.

16.2 Vendor may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement, provided that it gives notice of such dealing to Customer.

17. General

17.1 This EULA and any document expressly referred to in it constitutes the entire agreement between us and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between us, whether written or oral, relating to its subject matter.

17.2 You acknowledge that in entering into this EULA you do 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 this EULA or any document expressly referred to in it.

17.3 You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this EULA or any document expressly referred to in it.

17.4 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

17.5 A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

17.6 Each of the conditions of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

18. Third Party Rights

18.1 This EULA does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this EULA.

19. Governing Law and Jurisdiction

This EULA and any dispute arising out of it shall be governed by the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction.

20. Contact

For questions about this EULA, contact:

Email: legal@worxflo.co.uk and andrew.murphy@WorXflo.co.uk