



Claims Handling Software & Associated Services

End User License Agreement v1.0

February 2018

1. DEFINITIONS

BC Legal-Means BC Legal Ltd, company number 08963320, whose registered address is 1 Nelson Mews, Southend on Sea, Essex SS1 1AL and licensor of the Claims Handling Software.

Claims Handling Software-Refers to claims handling software developed and owned by BC Legal, including, but not limited to, systems known as ABCAsbestos, ABCNoise, ABCQuantum and ABCAnalytics.

Services-Refers to the Services provided by BC Legal in association with the licensed provision of the Claims Handling Software.

Licensee-Refers to the end users who are licenced and authorised by BC Legal to use the Claims Handling Software.

Customer Data-Means any business information or other data which you input into the Claims Handling Software or provide to BC Legal in offering these Services.

2. THE SOFTWARE & SERVICES

BC Legal provides you use of its Claims Handling Software via this licencing agreement.

This agreement is a legal agreement which governs your use of the Claims Handling Software and Services provided by BC Legal.

- (a) You understand and agree that all proprietary and intellectual property rights of the Claims Handling Software vests with BC Legal at all times. You acknowledge that you are obtaining only a limited right to access and use the Claims Handling Software on a hosted basis and that irrespective of any use of words such as 'purchase', 'sale' or like terms, no ownership or intellectual property rights are being conveyed to you under this agreement or otherwise. Nothing in this section shall be deemed as granting BC Legal ownership of Customer Data;
- (b) You understand and agree that content and information presented to you through the Claims Handling Software is confidential and may be protected by copyrights, trademarks, patents of other property rights;
- (c) Unless expressly permitted by BC Legal you may not modify, rent, lease, loan, sell, distribute or display or show to any other party the Claims Handling Software, in whole or in part;
- (d) You understand and acknowledge that by submitting ideas, suggestions or proposals to BC Legal regarding its Claims Handling Software, such contributions are not proprietary information and automatically become the property of BC Legal and you are not entitled to any compensation or reimbursement of any kind from BC Legal;
- (e) You understand and agree that the Claims Handling Software is provided 'as-is' and BC Legal assumes no responsibility for availability, timeliness, deletion or failure to store any use data or communications or changes to the software and services that BC Legal may make from time to time;
- (f) As part of use of the Claims Handling Software, individual users will be provided with a password and user account upon completing a user registration process. You are responsible

- for maintaining the confidentiality of passwords and accounts and are fully responsible for all activities that occur under any password or account;
- (g) You agree to immediately notify BC Legal of any unauthorised use or any password or account or any other breach of security and you ensure you all accounts are exited at the end of each session;
 - (h) You agree that BC Legal will not be liable for any loss or damage arising from your failure to properly safeguard accounts and / or passwords;
 - (i) BC Legal does not claim ownership of content or Customer Data you submit to the Claims Handling Software and BC Legal cannot access or use such content in any way unless with your express permission or unless required to do so by law. You retain all right, title and interest in and to your Customer Data. BC Legal will not intentionally delete any Customer Data prior to termination of this agreement;
 - (j) BC Legal will follow its Web Application Software Information Security Policy dated February 2018 in providing these Services.

3. CHARGES

The Claims Handling Software and associated Services may be available to you with or without charge on terms as agreed.

You may be provided with a demo trial for a specified length of time to which the terms of this licensing agreement will equally apply.

4. DURATION & TERMINATION

The license term will be for a duration agreed by the parties.

The commencement date will be a date agreed by the parties when access to and functioning of the Claims Handling Software is fully operational.

Upon expiry of this agreement your licence to use the Claims Handling Software will terminate.

This agreement can be terminated by you sooner at any time but you will not receive a full or partial refund for any license period paid for.

BC Legal may terminate this license at any time and without prior notice if there are breaches or violations of terms of this license agreement and / or non-payment of any owed fees.

At termination of this license, you will be asked whether you wish to have all related information, files and content associated with your accounts deleted or returned to you in a portable format.

5. DISCLAIMER OF WARRANTIES & LIMITATION OF LIABILITY

You expressly understand and agree that use of the Claims Handling Software is at your own risk and provided on an 'as is' basis. BC Legal and its officers and employees expressly disclaim all warranties of any kind whether express or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. BC Legal or its officers or employees make no warranty that (i) the service will meet your requirements, (ii) the service will be uninterrupted, timely or error free.

Whilst we make every effort to ensure that the contents and materials and calculations on the Claims Handling Software are correct, they are provided for information only, and no representation is given as to its quality, accuracy, fitness for purpose, security or usefulness. Any materials or content on the Claims Handling Software does not give specific legal advice and should not be relied on as doing so and they do not create a contractual or solicitor client relationship between BC Legal and the licensed users.

You agree that BC Legal or its officers or employees shall not be liable to you for any losses or damages arising from use of the Claims Handling Software and associated Services.

6. INDEMNIFICATION

You agree to indemnify and hold BC Legal and any of its officers or employees harmless from any claim or demand made by any third party due to or arising out of content you submit or use through the Services or your violation of any third party's rights.

LICENSEE AGREEMENT

I agree to the terms and conditions of this license agreement.

FULL NAME	
SIGNATURE	
POSITION	
DATE	