



LICENCE TERMS FOR RM USER PROVISIONING SOFTWARE

(Effective September 2013)

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You acknowledge that you are a data controller and that RM is a data processor. RM shall use the Data only on your instructions as set out or referred to in this EULA. RM shall provide appropriate technical and organisational measures to protect the security of the Data, in particular against unauthorised or unlawful access or processing, alteration, accidental loss or destruction of or damage to the Data and take all reasonable steps to ensure the reliability of any of its staff who have access to Data.

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on the Recipient which are no less onerous than those contained in this EULA.

You agree to comply with your obligations under Data Protection Law in relation to its collection, processing and provision of Data to RM in connection with the Software. You shall indemnify and keep RM indemnified against all costs, claims, losses, damages and expenses (including legal expenses) arising out of, or in connection with, any breach of this Clause 8 by you and/or your employees, agents and/or sub-contractors. You acknowledge that RM is reliant on you for direction as to the extent to which RM is entitled to use and process the Data. Consequently, RM will not be liable for any claim brought by you or any data subject arising from any action or omission by RM to the extent that such action or omission resulted from your instructions.

RM may also use your personal data in accordance with its Privacy Policy which can be found at www.rm.com.

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 - (a) the interaction of the Software with source or target systems, or any other third party systems beyond the expressly specified list of defined functions that RM has stated in writing that the Software performs;
 - (b) any errors with the source or target systems or issues that arise from incorrect allocation of attributes to provisioned users or any other errors arising from inaccurate data being provided by users or improper configurations being used by users; or
 - (c) any failure of the Software where such failure is caused or contributed to by any accident, abuse or misapplication of the Software or any combination of the Software with any other item (whether tangible or intangible).



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11. **CUSTOMER REMEDIES:** Subject to Clause 12 (below), if the Software does not meet the warranties set out in this EULA, you shall return the original Software, together with the relevant licence confirmation to RM. RM's entire liability and your exclusive remedy shall be, at RM's option, either:
 - (a) to return of the price paid for Software; or
 - (b) to repair or replacement of the Software. Any replacement Software will be warranted (on the terms set out in Clause 9 (above)) for the remainder of the original warranty period or thirty (30) days, whichever is longer.
12. **LIMITATIONS ON LIABILITY:**
 - (a) RM's liability shall be unlimited in respect of any death or personal injury caused by RM's negligence and/or in respect of any fraud or fraudulent misrepresentation by RM.
 - (b) **NO LIABILITY FOR INDIRECT OR CONSEQUENTIAL DAMAGES.** IN NO EVENT SHALL RM OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, LOSSES, LIABILITIES OR EXPENSES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF USE, LOSS OF ANTICIPATED

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- (c) Subject to Clauses 12(a) and 12(b) (above), RM's liability in respect of any loss of or damage to tangible property shall be limited to £250,000.
 - (d) Subject to Clauses 12(a) and 12(b) and save as provided in Clause 12(c) (above), RM's maximum aggregate liability (whether arising in contract, tort (including negligence) or otherwise) arising under or otherwise in connection with this EULA and/or your use of the Software shall be limited to the price paid by you for the Software.
13. **ANTI-BRIBERY:** You shall ensure that you and all of your staff, agents, contractors and any other party performing your obligations or exercising your rights under or in connection with this Agreement and/or any other agreement that you may have with RM, complies at all times with all applicable anti-bribery and/or corruption laws, regulations and codes of conduct in all jurisdictions. You shall, whenever requested by RM, provide evidence of the measures, steps and processes that it takes to ensure compliance with the provisions of this clause and the relevant laws, regulations and codes of conduct.
 14. **RIGHT TO CHANGE EULA TERMS:** RM reserves the right to change the terms of this EULA at any time, with or without notice, and it shall be your responsibility to check the applicable terms at any time that you access or otherwise use the Software. By using the Software at any time, you are agreeing to be bound by, and to comply with, the terms applicable at that time.
 15. **GOVERNING LAW:** The terms of this EULA shall be governed by the laws of England and Wales.

