SOFTWARE LICENCE AGREEMENT

This Software Licence Agreement sets out the terms on which KVMDR AI Limited licenses its continuous data protection and disaster recovery software to the Client identified in the Key Details. By ordering, installing or using the Software, the Client agrees to be bound by this agreement.

PARTIES

Provider ('we', 'us', 'our', 'KVMDR AI')	Name: KVMDR AI Limited (Company No. 17289429) Address: 38 Great Stour Mews, Canterbury, Kent, CT1 2FS Website: kvmdr.ai
Client ('you', 'your')	The individual or entity that purchases, subscribes to, accesses or otherwise receives the Software from the Provider. The Client's name, address, email address, order details, licence details, subscription details, fees, payment terms, commencement date and any other relevant transaction details are those confirmed during checkout.

KEY DETAILS

Software	The KVMDR continuous data protection and disaster recovery software for KVM-based hypervisors (including oVirt, RHV, OLVM and Proxmox), comprising a management appliance and host agents that provide continuous replication, journalling, failover and recovery of virtual machines, installed and operated wholly within the Client's own infrastructure (on-premises).
Licensed VMs	The number of protected virtual machines for which subscriptions have been purchased, as set out in the applicable order or subscription confirmation.
Subscription Fees	Monthly or annual subscription fees per Licensed VM, as set out in the applicable order. Fees are exclusive of VAT.
Payment Terms	Payable in advance by the payment method selected at checkout. Monthly subscriptions are billed monthly; annual subscriptions are billed annually.
Commencement Date	The date the Client first orders a subscription or installs the Software, whichever is earlier.
Initial Term and Renewal	The subscription period selected (monthly or annual), renewing automatically for successive periods of the same length unless cancelled in accordance with this agreement.
Support	Support is available between 8:00am and 6:00pm, Monday to Friday, excluding English public holidays, via support tickets submitted through the client portal. The Provider will respond within 3 working days.

Acceptance:

By completing checkout, including ticking the box confirming that you have read and agree to the "Software Licence Agreement, Privacy Policy and Refund Policy", you accept and agree to be bound by these terms.

The Provider accepts your order and agrees to be bound by these terms by processing your order, confirming your order, or providing access to the Software, at which point a legally binding agreement is formed between you and the Provider.

AGREED TERMS

1 GRANT OF LICENCE

1.1 LICENCE

In consideration of the Subscription Fees, we grant you a non-exclusive, non-transferable, non-sublicensable licence to install and use the Software on your own machines for your internal business

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purposes during the Term, subject to this agreement and the number of Licensed VMs you have paid for.

1.2 Scope of use

You may only use the Software:

(a) for the number of Licensed VMs for which subscriptions are current and paid;

(b) on machines under your ownership or control; and

(c) in accordance with any Documentation and reasonable instructions we provide.

1.3 Restrictions

You must not, and must not permit any person to:

(a) copy, modify, adapt, translate or create derivative works of the Software, except as permitted by law that cannot be excluded;

(b) reverse engineer, decompile or disassemble the Software, except to the extent expressly permitted by applicable law;

(c) sell, rent, lease, sublicense, distribute or otherwise make the Software available to any third party;

(d) remove, obscure or alter any proprietary notices, licence keys or technical protection measures; or

(e) circumvent, disable or interfere with the licence validation or enforcement mechanism described in the clause dealing with technical licence enforcement.

2 Installation and requirements

2.1 CONFIGURATION

You are responsible for ensuring that your hosts, hypervisors, storage, network, operating systems and security settings meet any technical requirements for the Software. You acknowledge that we are not responsible for any failures, delays, security issues or reduced functionality caused by unsupported hypervisor versions, outdated operating systems, third party software, storage or network failures, changes to your virtualisation platform, or your IT environment.

2.2 AGENT DEPLOYMENT AND REPLICATION

(a) To use the Software, you must deploy the management appliance and host agents within your own infrastructure and give the Software access to your hypervisor hosts, virtual machines, storage and network as required.

(b) You authorise the Software to access, read, replicate, journal and store virtual machine disk data, configuration and metadata within your own infrastructure to provide the Software's functionality, including continuous replication, journalling, failover, failback, recovery testing and related workflow outputs.

(c) You warrant that you have all necessary rights, permissions, consents and lawful bases to deploy the Software in your environment and to allow it to replicate and process virtual machine data, including where that data contains personal data, confidential information, client communications or third party materials.

2.3 RECOVERY TESTING

(a) The Software is a data protection and disaster recovery tool. Recovery outcomes depend on your environment, configuration, resources and testing, and the Software does not remove the need for a tested business continuity plan.

(b) You are solely responsible for configuring protection appropriately, defining your recovery objectives and regularly testing failover, failback and recovery in your environment.

(c) You must not rely on the Software as a substitute for independent backups, a tested disaster recovery plan, or any required business continuity or compliance processes.

(d) You acknowledge that recovery point and recovery time outcomes depend on network, storage and hypervisor conditions and are not guaranteed.

3 TECHNICAL LICENCE ENFORCEMENT

3.1 LICENCE VALIDATION

You acknowledge and agree that the licence granted under this agreement is enforced technically. The Software periodically validates your subscription status against our licence server, and your machines must be able to reach that server for validation to occur.

3.2 DISABLEMENT

You expressly agree that we may cause the Software to become disabled, restricted or non-functional (in whole or in part) where:

(a) any Subscription Fee is overdue and remains unpaid;

(b) this agreement or the relevant subscription is terminated or expires; or

(c) validation confirms use in excess of your Licensed VMs or otherwise in breach of this agreement.

You agree that such disablement is a contractually agreed and lawful exercise of our rights, is not an unauthorised act, and does not give rise to any liability on our part. We will not be responsible for any loss of access to replicas, journals or data held on your systems resulting from disablement, and you are responsible for maintaining your own records and backups.

4 SUBSCRIPTIONS, FEES AND RENEWAL

4.1 FEES

You must pay the Subscription Fees set out in the Key Details or your order, in advance and by the selected payment method. All Fees are exclusive of VAT, which you must also pay where applicable.

4.2 AUTOMATIC RENEWAL

Your subscription renews automatically for successive periods equal to your current subscription period unless you cancel before the start of the next period in accordance with the clause dealing with cancellation and termination. Renewal is charged at our then-current rates.

4.3 FEE CHANGES

We may change the Subscription Fees for future subscription periods by giving you at least 30 days' notice before the change takes effect. If you do not accept a fee change, you may cancel before it takes effect.

4.4 NON-PAYMENT

If any amount is overdue, we may, without limiting our other rights: (a) suspend or disable the Software as described in the clause dealing with technical licence enforcement; and (b) charge interest on overdue amounts at 4% per annum above the Bank of England base rate, accruing daily.

4.5 TRIALS

(a) The Provider may offer free trials of the Software from time to time. Unless stated otherwise, these terms apply to all access to and use of the Software during any free trial.

(b) A free trial will continue for the period specified at the time of sign-up, unless cancelled earlier or converted to a paid subscription. A user may cancel a free trial at any time during the trial period. If a free trial is cancelled, access to the Software will expire and the associated account may be deleted in accordance with applicable Data Protection Law.

(c) A free trial will not automatically renew or convert into a paid subscription unless the user actively chooses to purchase a paid subscription.

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(d) The Provider may set limits or conditions on the availability, duration and use of any free trial, and may withdraw or vary any free trial offering at any time.

5 NATURE OF THE SOFTWARE AND RECOVERY OBJECTIVES

5.1 SOFTWARE IS A TOOL ONLY

You acknowledge and agree that:

(a) the Software is a continuous data protection and disaster recovery tool that replicates virtual machines and produces recovery points within your own infrastructure;

(b) recovery point objectives and recovery time objectives are targets only, dependent on your environment, configuration, workloads, network and storage, and are not guaranteed service levels;

(c) the Software is not a substitute for independent backups, and we recommend that you maintain separate backup copies of critical data in accordance with good practice; and

(d) nothing produced by the Software relieves you of your own business continuity, data retention, regulatory or contractual obligations.

5.2 YOUR RESPONSIBILITY

You are solely responsible for your own regulatory and contractual compliance, including any data protection, retention and business continuity obligations that apply to you, and for defining, implementing and testing a disaster recovery plan appropriate to your business. You must not represent the Software as a guarantee of recovery or as a substitute for such a plan.

6 YOUR OBLIGATIONS

You must:

(a) use the Software lawfully and only for legitimate business purposes;

(b) keep licence keys and access credentials secure and confidential;

(c) ensure your machines and IT environment meet any minimum technical requirements we specify;

(d) ensure that all users of the Software within your organisation comply with this agreement; and

(e) maintain appropriate backups of your own data and outputs.

7 SUPPORT AND UPDATES

7.1 SUPPORT

We will provide the support described in the Key Details using reasonable endeavours. While we will work to assist with issues raised, we do not guarantee that every issue will be resolved. Unless expressly agreed in writing, support does not include IT administration, hypervisor or storage remediation, device maintenance, operating system support, third-party software support, data cleansing or custom development.

7.2 UPDATES

We may make available updates, patches and new versions of the Software from time to time. We are not obliged to maintain compatibility with earlier versions or with any particular hardware or operating environment.

8 INTELLECTUAL PROPERTY

8.1 OWNERSHIP

We and our licensors own all Intellectual Property Rights in the Software, the Documentation and any improvements to them. Except for the licence expressly granted, no rights are transferred to you.

8.2 YOUR CONTENT AND OUTPUTS

As between the parties, you own your virtual machine data and the replicas, journals and recovery points generated for you, subject to our underlying rights in the Software. You are responsible for the use you make of those outputs.

8.3 FEEDBACK

If you provide feedback or suggestions about the Software, we may use them freely and without obligation to you.

9 DATA SECURITY, CONFIDENTIALITY AND YOUR DATA

(a) Each party must keep the other party's Confidential Information confidential and must only use it for the purpose of performing or receiving the benefit of this Agreement.

(b) We will use reasonable technical and organisational measures designed to protect your data against unauthorised access, loss, misuse, alteration or disclosure.

(c) You are responsible for maintaining the security of your own devices, passwords, hypervisor and infrastructure credentials, networks, backups and access permissions.

(d) You must promptly notify us if you become aware of any unauthorised access to the Software, compromise of infrastructure credentials, security incident or suspected misuse of the Software.

(e) As between the parties, you retain ownership of all data, virtual machine images, replicas, journals, configuration files and other materials provided to, or accessed by, the Software in connection with the Software.

(f) You grant us a limited right to access, use, process, transmit, store and analyse your data only to the extent necessary to provide, maintain, secure, troubleshoot and improve the Software, subject to this Agreement.

(g) We will not sell your data or use your data to train a general-purpose public AI model, unless you expressly agree in writing.

10 DATA PROTECTION

10.1 LOCAL PROCESSING

The Software is designed to operate wholly within your own infrastructure. In ordinary use, the Software processes and replicates data within your environment and does not transmit personal data contained in your virtual machines back to us, other than the limited licence validation data described in the clause dealing with technical licence enforcement.

10.2 DATA PROCESSING SCHEDULE

To the extent we process any Personal Data on your behalf as a processor, Schedule 1 (**Data Processing Schedule**) applies. Each party will comply with its obligations under Data Protection Law.

11 WARRANTIES AND DISCLAIMERS

11.1 LIMITED WARRANTY

We warrant that we have the right to grant the licence in this agreement and that we will provide the Software with reasonable care and skill.

11.2 DISCLAIMER

Except as expressly stated in this Agreement, and subject to the clause dealing with liability, the Software is provided on an "as is" and "as available" basis. To the maximum extent permitted by law, we exclude all other warranties, conditions and representations, whether express or implied, including that the Software will be error-free, uninterrupted, compatible with all systems, or that any particular recovery point or recovery time will be achieved. You acknowledge that replication and recovery outcomes depend on your environment, configuration, workloads, network and storage

conditions and on your own testing. Nothing in this clause limits any warranty, guarantee or liability that cannot be excluded under applicable law.

12 LIABILITY

12.1 Liability not excluded

Nothing in this agreement limits or excludes either party's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be limited or excluded.

12.2 Exclusion of certain losses

Subject to the clause above, we will not be liable for: (a) any loss arising from your failure to configure, monitor or test replication and recovery; (b) any regulatory penalty, censure or loss arising from your own regulatory obligations; or (c) any indirect or consequential loss, or loss of profit, revenue, goodwill, data or anticipated savings.

12.3 Liability cap

Subject to the two clauses above, our total aggregate liability arising out of or in connection with this agreement, whether in contract, tort (including negligence) or otherwise, is limited to the total Subscription Fees paid by you in the 12 months immediately before the event giving rise to the claim.

13 TERM AND TERMINATION

13.1 Term

This agreement starts on the Commencement Date and continues for the subscription period selected, renewing automatically as described in the clause dealing with automatic renewal, until terminated in accordance with this agreement.

13.2 Cancellation

You may cancel your subscription with effect from the end of your current subscription period by giving notice before the next period begins. Except as required by law, Subscription Fees already paid are non-refundable.

13.3 Termination for cause

Either party may terminate this agreement immediately by notice if the other:

(a) commits a material breach that is not remediable, or that is remediable and is not remedied within 14 days of notice; or

(b) becomes insolvent, enters administration or ceases to carry on business.

13.4 Termination for non-payment

We may terminate this agreement and disable the Software immediately if any Subscription Fee remains unpaid, in accordance with the clauses dealing with technical licence enforcement and non-payment.

13.5 Consequences of termination

On termination or expiry, the licence ends, you must cease using and uninstall the Software, and the Software may be disabled. Clauses which by their nature should survive (including those dealing with intellectual property, liability, data protection and recovery objectives) continue in force.

14 GENERAL

14.1 Entire agreement

This agreement, together with any order and the Schedules, is the entire agreement between the parties about its subject matter and supersedes all prior discussions and representations, except for fraud.

14.2 ASSIGNMENT

You may not assign or transfer this agreement without our prior written consent. We may assign or novate this agreement to a member of our group or a successor to our business.

14.3 VARIATION

We may vary this agreement for future subscription periods by giving reasonable notice. Your continued use after the change takes effect constitutes acceptance.

14.4 NOTICES

Notices must be in writing and sent to the email or address in the Key Details, and are deemed received on the next business day if sent by email.

14.5 THIRD PARTIES

A person who is not a party has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce this agreement.

14.6 INTERPRETATION

Headings are for convenience only. References to legislation include amendments to it. Words importing the singular include the plural and vice versa. Capitalised terms in the Key Details have the meanings given there wherever used in this agreement.

14.7 GOVERNING LAW AND JURISDICTION

This agreement and any dispute arising out of or in connection with it are governed by the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

DEFINITIONS

Term	Meaning
Agreement	This Software Licence Agreement, including the Key Details and the Schedules.
Confidential Information	Confidential Information means any information disclosed or made available by one party to the other party in connection with this Agreement, whether before or after the date of this Agreement and whether in written, electronic, oral, visual or any other form, that is confidential in nature or would reasonably be understood to be confidential, including your virtual machine data, replicas, journals, snapshots, configuration data, network details, credentials, business records, personal data, commercially sensitive information and any information accessed, indexed, processed or generated by the Software in connection with your use of the Software, as well as our Software, source code, object code, algorithms, models, prompts, workflows, product roadmap, technical documentation, security information, pricing, business processes, trade secrets and other non-public information about the Software or our business, but excluding information that the receiving party can show is or becomes publicly available other than through a breach of this Agreement, was lawfully known to the receiving party before disclosure, is lawfully received from a third party without any confidentiality obligation, or is independently developed without using or referring to the other party's Confidential Information.
Commencement Date	The date set out in the Key Details.
Data Protection Law	The UK GDPR, the Data Protection Act 2018 and all other applicable data protection and privacy laws in force in the United Kingdom, as amended.
Documentation	Any user guides, technical requirements or instructions we make available for the Software.

Fees	The Subscription Fees and any other amounts payable under this Agreement.
Intellectual Property Rights	All intellectual property rights of any kind, including copyright, patents, trade marks, designs, database rights, trade secrets and know-how, whether registered or not.
Key Details	The Key Details table at the front of this Agreement.
Licensed VMs	The protected virtual machines for which subscriptions have been purchased and are current.
Personal Data	Has the meaning given in Data Protection Law.
Software	The KVMDR software described in the Key Details, including any updates and Documentation.
Subscription Fees	The subscription fees described in the Key Details or the relevant order.
Term	The period during which this Agreement is in force, as described in the clause dealing with term and termination.

SCHEDULE 1 - DATA PROCESSING SCHEDULE

This Schedule applies to the extent that we process Personal Data on your behalf as a processor in connection with the Software. Where the Software processes Personal Data wholly within your own infrastructure only, we may not act as a processor at all; this Schedule applies only to processing carried out by us on your behalf.

1 ROLES AND SCOPE

For processing to which this Schedule applies, you are the controller and we are the processor. You will indemnify us against all losses, claims, regulatory fines and reasonable costs arising from any third party claim or regulatory action to the extent caused by:

(a) your breach of your obligations as controller under Data Protection Law

(b) your instructions where you have been told they infringe Data Protection Law, or

(c) your configuration of the Software or your infrastructure. The subject matter, duration, nature and purpose of processing, the types of Personal Data and categories of data subjects are set out in the Annex to this Schedule.

2 OUR OBLIGATIONS AS PROCESSOR

We will:

(a) process Personal Data only on your documented instructions, including as set out in this Agreement, unless required by law (in which case we will notify you unless prohibited);

(b) ensure that persons authorised to process Personal Data are subject to appropriate confidentiality obligations;

(c) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk;

(d) taking into account the nature of processing, assist you by appropriate measures in responding to data subject requests;

(e) assist you in ensuring compliance with your obligations regarding security, personal data breaches and data protection impact assessments;

(f) notify you without undue delay and within a reasonable timeframe after becoming aware of a personal data breach affecting Personal Data, providing at least the information described in Article 33(3) UK GDPR to the extent available to us; and

(g) make available information necessary to demonstrate compliance and allow for and contribute to audits conducted by you or your auditor on reasonable notice.

3 SUB-PROCESSORS

You grant us general written authorisation to engage sub-processors, subject to this clause. We do not currently engage any sub-processors in relation to Personal Data processed under this Schedule. Details of any sub-processors we engage in future will be made available to you on request.

Where we engage a sub-processor, we will:

(a) impose on it, by written contract, data protection obligations substantially equivalent to those in this Schedule;

(b) remain liable to you for its performance to the extent we would be liable under this Schedule, subject to the liability cap in the Agreement; and

(c) give you prior written notice of any intended addition or replacement, allowing a reasonable period to object on reasonable data protection grounds. If you object and we cannot agree a resolution, your sole remedy is to suspend or terminate the affected functionality in accordance with the Agreement.

4 INTERNATIONAL TRANSFERS

We will not make a restricted transfer of Personal Data unless an appropriate transfer mechanism under Data Protection Law (such as UK adequacy regulations, the International Data Transfer Agreement or UK Addendum to the EU standard contractual clauses) is in place.

5 SECURITY MEASURES

We will implement and maintain technical and organisational measures appropriate to any Personal Data we process, including:

(a) access controls restricting access to authorised personnel on a need-to-know basis;

(b) encryption of Personal Data in transit and, where stored by us, at rest;

(c) logging, monitoring and incident response procedures;

(d) confidentiality obligations and security training for personnel; and

(e) regular review and testing of these measures.

6 DELETION AND RETURN

On termination or expiry, we will, at your choice, delete or return all Personal Data processed by us on your behalf and delete existing copies, unless retention is required by law.

7 ANNEX - DETAILS OF PROCESSING

The following details apply to processing carried out by us on your behalf under this Schedule:

(a) Subject matter: provision, support and licence validation of the Software.

(b) Duration: the Term and any period required for deletion or return of Personal Data.

(c) Nature and purpose: support diagnostics and licence validation only. The Software operates on an in-environment replication model; virtual machine content is replicated and processed wholly within your own infrastructure and is not transmitted to, collected, stored or hosted by us in the ordinary operation of the Software.

(d) Types of Personal Data: names and business contact details of your authorised users and account administrators, and technical/diagnostic data generated for licence validation and support.

(e) Categories of data subjects: the Client's authorised users and account administrators. For the avoidance of doubt, the data subjects whose personal data is contained within the Client's virtual machines are not processed by us under this Schedule, as that data is replicated and processed wholly within the Client's own infrastructure.