

## **PART C – SOFTWARE TERMS**

*This Part C applies where LNRS makes available software, an API, a mobile app, or software-as-a-service to Customer.*

1. **Installed Software.** Where an Order Form indicates that the delivery method is “Software – Installed”, the following terms apply in addition to those set out in Part A (Core Terms) of this Agreement:
  - 1.1. Customer may install the Product on its own, or a service provider’s hardware, at the locations specified in the Order Form, for Customer’s internal business purposes only, subject to the conditions in this Agreement and within the license scope set out in the Order Form and Part A of this Agreement. Where the Order Form indicates that the Term for a Product is “perpetual”, Customer may continue to use the Product at its own risk without entitlement to support, updates or upgrades, after the end of the Term.
  - 1.2. If set out in an Order Form, LNRS may provide upgrades and maintenance for the Product during the Term. Customer must promptly apply or install all updates and upgrades.
  - 1.3. Where the Order Form indicates that an installed software Product is provided for a fixed term only, LNRS may require Customer to obtain a new key or other access mechanism at the end of the fixed term if Customer wishes to continue its use of the Product on the same basis.
2. **Restrictions.** Other than using a software as a service Product via the internet, Customer must not: (a) use the Product on any network configured for multiple simultaneous users of the Product; (b) electronically transmit the Product from one computer to another or allow multiple computers to access the Product over a network; (c) sell, duplicate, transfer, or in any other way commercially exploit the Product, or any part of it.
3. **Reporting.** Where the Order Form states that Customer will pay volume-based or usage-based Fees, Customer will provide a report of such usage on LNRS’s reasonable written request, and in any event not less frequently than once per calendar quarter.
4. **Support.** Where an Order Form indicates that LNRS will provide support services, LNRS will provide Customer with LNRS’s standard technical support services via phone, e-mail, or site visits as deemed necessary by LNRS for the term stated on the Order Form. Where the Order Form does not state a term for support services, the term of the support services is 12 months from the date of the Order Form. Unless otherwise stated in the Order Form, Customer will provide support to Authorized Users and LNRS will have no responsibility for supporting or communicating with Authorized Users. LNRS has no obligation to provide support services for previous versions of the Product or where Customer has not promptly installed updates made available by LNRS.
5. **Warranty.** Where the Order Form indicates that the Product type is “Software – Installed”, LNRS warrants that the Product will function materially in accordance with LNRS’s relevant specifications for a period of 90 days from the date of the relevant Order Form. Where the Order Form indicates that the Product type is “SaaS” or “App”, LNRS warrants that the Product will function during the Term materially in accordance with LNRS’s relevant specifications for the Product. Customer’s sole and exclusive remedy for LNRS’s breach of the warranties in this clause 5 will be that LNRS will use commercially reasonable efforts to correct such errors or modify the Product to achieve the material functionality described in the relevant specification within a reasonable period of time.
6. **End User License Agreements.** Where the Product requires that a Authorized User accepts an end user license agreement (a “EULA”), the parties agree that the Agreement between LNRS and Customer will supersede the terms of such EULA for so long as the Authorized User is a Authorized User of Customer and that Customer, rather than the Authorized User, contracts with LNRS for the Product on the terms of the Agreement.