HYDE PARK SOLUTIONS LICENSE SERVICE AGREEMENT

Introduction

This License Service Agreement (“Agreement”) is entered into between Hyde Park Solutions (“HPS”), a global provider of project portfolio management and integration services, and the Client (“You”), for the provision of integration, automation, or application license services developed or delivered by HPS. You wish to use HPS license services (meaning services as provided under these terms; hereinafter “Service,” or the “Services”).

HPS means Hyde Park Solutions Ltd, a company registered in the United Kingdom and whose registered office is situated at Hyde Park Solutions Limited, 2 Octavia Buildings, Kilmacolm, Renfrewshire, PA13 4AE (hereinafter ”HPS“; “We“; “Our“; “Us“). You wish to use the Services and we are willing to make the services available to you subject to and in accordance with these terms.

By engaging HPS services, you acknowledge and agree to the terms outlined herein. These terms may be updated periodically, and the latest version will be made available on hydeparksolutions.com.

Governing Law

This Agreement shall be governed by the laws of England and Wales. Disputes shall be resolved in the courts of London, unless otherwise agreed. Furthermore, HPS expressly disclaims all warranties of any kind for any products provided through this site; this disclaimer covers all warranties whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, compatibility with other products, and noninfringement, as further described in the terms of use for this site.

Scope of Services

Post-Delivery Disclaimer

Upon delivery, download, or procurement of any solution, product, or license service provided by HPS, all responsibility for installation, operation, maintenance, and compliance with applicable laws and third-party agreements transfers to the client. HPS shall bear no responsibility or liability for the solution, product, or service once it has been delivered, downloaded, or procured by the client.

The client acknowledges and agrees that:

- HPS does not warrant the continued performance, compatibility, or fitness for purpose of any solution, product, or service after delivery.
- Any products or services provided by third parties may be subject to separate terms and warranties, for which HPS is not responsible.
- The client is solely responsible for complying with all third-party agreements and for the installation, operation, and maintenance of third-party products or services.
- HPS shall not be liable for any direct, indirect, incidental, or consequential damages arising after delivery, download, or procurement of the solution, product, or service.

Service Availability and Limitations

If products and services provided to you run in the third party’s tenancy or in an Oracle environment, then (a) any warranties for such Oracle environment or hardware shall be

provided solely to you under the terms of the applicable agreement between Oracle and You, and (b) terms or conditions of any agreement between you and Oracle shall not apply to HPS. HPS will deliver services with reasonable skill and care. However, service availability may be affected by factors beyond HPS's control, including third-party infrastructure, network conditions, or client-side limitations. HPS does not guarantee uninterrupted service and shall not be liable for delays or failures caused by external dependencies.

Confidentiality and Data Protection

Both parties shall maintain the confidentiality of proprietary and sensitive information. HPS will act as a data processor but will not request any personal data nor shared same during service delivery and will process corporate data only under documented instructions from the client. If you choose to acquire Services through this site, Oracle may share your marketplace-related account contact information (such as administrator name and email address) with the relevant third party for purposes of enabling the third party to contact you based on your acquisition or use of the Services. You are solely responsible for ensuring that any individuals whose personal information is contained in your marketplace-related account contact information have consented to such information being shared in this regard, and you agree to provide Oracle with verification of the same upon Oracle's request. Oracle may also share details about your acquisition or usage of the third-party offering, as well as your related payment terms and payment status, with the relevant third party.

In addition, you acknowledge that products provided through this site may be hosted in an Oracle environment on Oracle-owned hardware, or in a third-party environment on hardware owned by a third party. This means that your data may be stored within an Oracle operated environment or within a third party operated environment.

Support and Maintenance

HPS will not provide support for any Services provided free of charge. HPS offer a separate Support service if required.

Fees and Payment Terms

Where the solution is provided free, the initial procurement and Service will be clearly stated and may include:

- Fixed purchase cost.
- Subscription details.
- Prepaid credits for usage-based services.

Any additional services post initial procurement are not covered by this agreement.

Intellectual Property

All intellectual property developed by HPS shall remain the property of HPS. You are granted a non-exclusive, non-transferable license to use the Services.

Marketing and Branding

Both parties may use each other's name and logo for promotional purposes related to the services provided, subject to brand guidelines and mutual consent. This right terminates upon termination of the agreement.

Compliance and Acceptable Use

You agree not to use HPS Services for:

- Transmission of offensive or illegal content.
- Activities that infringe third-party rights or disrupt service quality. HPS reserves the right to suspend services if misuse is detected.

Liability and Indemnification

HPS shall not be liable for indirect, incidental, or consequential damages what-so-ever. The client agrees to indemnify HPS against claims arising from misuse of Services or breach of this agreement.

Termination

Either party may terminate this agreement with written notice. Upon termination:

- Access to services will be revoked.
- Unused credits may be forfeited unless otherwise agreed.

Force Majeure

Neither party shall be liable for delays or failures caused by events beyond their control, including natural disasters, government actions, or third-party service disruptions.