

License Agreement

Last updated: November 30, 2023

Tower Apps' Apps (e.g. DocExport) are software applications. Your use of Tower Apps' Apps is subject to the terms and conditions as outlined in this License Agreement.

This License Agreement ("Agreement") forms a legally binding Agreement between Tower Apps Ltd. ("Tower Apps") and Licensee, which explains the rights and obligations of Licensee when using Tower Apps' Apps. Tower Apps is a UK company with limited liability (registered in England and Wales with company number 15053987), with head office at 128 City Road, EC1V 2NX London, United Kingdom.

By installing or using any of Tower Apps' Apps, Licensee agrees to be bound by this Agreement. If you do not agree to this Agreement, then do not install or use Tower Apps' Apps.

The Agreement also includes any of Tower Apps' Apps policies or documents referenced in the Agreement, including:

- End User License Agreement
- Data Processing Agreement
- Service Level Agreement
- Privacy Policy and Security Policy

From time to time, Tower Apps may modify this Agreement, including any referenced policies and other documents. Any modified version will be effective at the time it is posted. To keep abreast of your license rights and relevant restrictions, we will inform you by email and/or via our website when relevant changes are made. Additionally, we encourage you to bookmark this Agreement and read it periodically. By using any Apps after any modifications Licensee agrees to all of the modifications.

1. Definitions

1.1. Agreement: this license Agreement including all Annexes.

1.2. Annex: an Annex to this Agreement which constitutes an inseparable part thereof.

1.3. Apps: the Apps developed by Tower Apps that Licensee orders from Tower Apps through the monday.com Marketplace, including New Versions and Documentation.

1.4. monday.com marketplace: the online platform operated by monday.com, enabling the Apps to be downloaded and/or subscribed to.

1.5. Documentation: the user Documentation regarding the Apps as provided by Tower Apps on the website of the specific App.

1.6. End User: the natural person that uses the Apps, such as (inter alia) employees, clients, representatives, contractors, consultants or agents of Licensee.

1.7. End User License Agreement: the Agreement that every End User has to accept, pertaining the conditions for use of the Apps.

1.8. Error: the situation where an App does not perform in accordance with the Documentation.

1.9. Feedback: any Feedback, comments or suggestions that Licensee or End User may provide to Tower Apps about or in connection with the Apps, including any ideas, concepts, know-how or techniques contained therein.

1.10. IP Rights: all rights of intellectual property, such as but not limited to copyrights, database rights, trademark rights, know-how, patent rights.

1.11. License: the right provided to Licensee by Tower Apps to use the Apps – as ordered by the Licensee – in accordance with the terms and conditions of the Agreement. A License can either be a Subscription License or a Trial License.

1.12. Licensee: the legal entity that enters into this Agreement with Tower Apps, including its legal representatives.

1.13. Maintenance: correcting Errors in the latest version of the Apps by providing New Versions.

1.14. Means of Authentication: data and/or means (or the combination of these) used by the Licensee and End User to verify his or her identity on the Apps, for example the combination of user name and password.

1.15. New Versions: any enhancements, upgrades, updates, bug fixes, patches, New Versions and other modifications and amendments to Apps.

1.16. Services: making and keeping the Apps available to Licensee and End Users as Software-as-a-Service, providing Maintenance or any other agreed Services.

1.17. Service Level Agreement or SLA: the service level Agreement, setting out the service levels for Maintenance and Support by Tower Apps.

1.18. Subscription License: a License based on a periodically payable fee, as stipulated in the monday.com marketplace, on the basis of which the Licensee is allowed to use the Apps and has the right for Maintenance and Support.

1.19. Support: providing answers to questions of Licensee or its End Users by Tower Apps regarding the use and functionality of the Apps, as described in the SLA.

1.20. Trial License: a time-limited License that is free of charge, allowing Licensee and its End Users to evaluate and try out Apps.

2. The Apps and Services

2.1. Licensee can order Apps through the monday.com Marketplace.

2.2. If Licensee orders Apps:

A) Tower Apps will take reasonable commercial efforts to render the Services to Licensee and its End Users, subject to full compliance by Licensee of the terms and conditions of this Agreement.

B) The Apps and all Licensee's data, including data of End Users and customers, will be stored and/or processed on a server run and maintained by Tower Apps or one or more third parties appointed by Tower Apps.

C) Tower Apps may temporarily suspend the Service in full or in part for the purpose of carrying out Maintenance. The Service will not be suspended longer than necessary.

D) The Services shall only include the organization or provision of backup, fallback and recovery Services if provided in the SLA or any security policy.

2.3. Tower Apps will provide Licensee with the Documentation regarding the functionalities and use of the Apps. Documentation can be updated from time to time. Documentation, including New Versions thereof, will be provided to Licensee via one or more of Tower Apps' websites or in the Apps.

2.4. All Apps are commercial computer software and are provided "as is". The Apps may only be used in accordance with this Agreement. All other use is prohibited.

3. Grant of License and contents thereof

3.1. After Licensee has ordered an App, and subject to the payment of the applicable fees through monday.com and subject to compliance with this Agreement, Tower Apps grants to Licensee a worldwide, non-exclusive, non-transferable, right to use the Apps. The License includes the right to sublicense the Apps to the number of End Users of Licensee specified when ordering the App. Tower Apps reserves all right, title and interest in and to the Apps under all applicable laws and jurisdictions.

3.2. A License can either be a Trial License or a Subscription License.

3.3. A License can only be granted to a Licensee which is a legal entity, not to a natural person. Tower Apps may assume that a representative of Licensee who registers a Licensee, is authorized by the Licensee to contractually and legally bind the Licensee.

3.4. The Apps may contain or be provided with components subject to the terms and conditions of "open source" software licenses. To the extent required by the License that accompanies the open source software, the terms of such License will apply in lieu of the terms of this Agreement with respect to such open source software, including any provisions governing access to source code, modification or reverse engineering.

4. Conditions regarding the License and the use of the Apps

4.1. Licensee is solely responsible for the use of the Apps by itself and by its End Users and for the information and/or data stored and/or processed by itself and its End Users. Licensee warrants that it and its End Users do not process any unlawful data while using the Apps or act unlawfully against any third party in any other way by using the Apps.

4.2. Licensee is solely responsible for determining the existence of, the application of and the compliance with any law or regulation applying to any proposed use of the Apps by Licensee and its End Users. Licensee warrants that it and its End Users will only use the Apps in accordance with any applicable law or regulation and will not use the Apps (or any direct product thereof) in violation of any applicable laws or regulations, including but not limited to any export laws or anti-terrorism laws.

4.3. All use of the Apps must be in accordance with this Agreement, the relevant Tower Apps Documentation and policies, including the End User License Agreement. Licensee will fully impose all obligations of the End User License Agreement on each End User. Licensee is not entitled to make any changes to the End User License Agreement without the permission of Tower Apps.

4.4. Licensee will provide accurate, current and complete information when ordering the Apps and agrees to update its information if it changes. This is important, because Tower Apps will send notices, statements and other information to Licensee by e-mail or through Licensee's account.

4.5. Licensee will keep all Means of Authentication confidential and will not share them with third parties. Licensee is responsible for all actions taken through its accounts, including by its End Users.

4.6. Tower Apps does not accept any liability that is related to the information and/or data that is stored and/or changed by using the Apps being incorrect, incomplete or unlawful and/or that is related to changes to, additions to and/or any other use of the information made available through the Apps. Licensee shall indemnify Tower Apps against any and all claims from third parties regarding the aforementioned situations. Licensee will reimburse every and all reasonable costs and damages that Tower Apps should suffer as a result of such claims.

4.7. In the event it comes to Tower Apps' knowledge that any information that Licensee and/or its End Users have stored and/or exchanged using the Apps is unlawful, Tower Apps reserves the right to immediately remove such information or to disable any access thereto. Tower Apps cannot be held liable for any damages that may result from such actions.

4.8. Licensee is not entitled to make any changes to the Apps or parts thereof, without prior written approval of Tower Apps. Licensee is not entitled to reverse engineer or decompile the Apps or parts thereof, except for those circumstances that are allowed under mandatory copyright law and under the condition that Licensee has obtained prior written approval of Tower Apps to do so. Tower Apps is entitled to attach conditions to such approval.

4.9. Tower Apps is entitled to verify whether or not Licensee performs its obligations in accordance with this Agreement, including verifying if the number of End Users authorized by Licensee to use the App is in accordance with the number of End Users that Licensee specified when ordering the App. In such an event Licensee will provide all relevant Documentation and/or information to Tower Apps, including those regarding its sub licensees and End Users.

4.10. Licensee is responsible for its own internet connection and must use systems and equipment compatible with the Apps, as Tower Apps can specify in its published or adopted policies. Currently, Tower Apps adopts the monday.com supported platforms policies. Any web browsers and other software of Licensee must Support the Secure Socket Layer (TLS-SSL) protocol or other protocols accepted by Tower Apps. Tower Apps is not responsible for any Licensee's data which is lost, altered, intercepted, or stored across networks not owned or operated by Tower Apps.

5. Maintenance, Support and Feedback

5.1. Subject to full and consecutive payment of the Subscription License fee for Apps, Licensee is entitled to Maintenance and Support.

5.2. Under Maintenance Tower Apps will make – at its own discretion – enhancements and will try to correct Errors to the best of its ability by providing New Versions. The terms of this Agreement apply to any New Versions, unless Tower Apps provides different terms. Under Support Tower Apps will provide web-based and/or email Support during normal business hours. Maintenance and Support is provided in accordance with the SLA.

5.3. In the event that Licensee does not have a Subscription License, Tower Apps will not provide Maintenance or New Versions and will not be required to correct any Errors in the Apps or replace the Apps under any circumstances.

5.4. Although best efforts are made to resolve each Error or to provide an answer to a question, Tower Apps will provide Maintenance and Support "as is" and without any warranties.

6. Fees and payment

6.1. A Trial License for Apps does not require any payment by Licensee and can be obtained via the monday.com Marketplace. A Subscription License for Apps can be purchased and renewed via the monday.com Marketplace ([billing through monday](#)).

7. IP Rights

7.1. All IP Rights with respect to the Apps and the Documentation provided by Tower Apps to Licensee are solely held by Tower Apps or its licensors. Licensee will respect all such IP Rights. Licensee shall only acquire the rights of use granted in this Agreement and subject to the terms and conditions as stated herein.

7.2. Tower Apps shall be allowed to take (additional) technical measures to protect the Apps. Licensee is not allowed to remove or evade such technical measures.

7.3. Tower Apps shall indemnify Licensee against any third-party claim stating that the Apps infringe IP Rights of third parties on the condition that Licensee immediately informs Tower Apps in writing (which can also mean by e-mail) about the existence and contents of such claim and will let Tower Apps handle the matter completely, including but not limited to negotiating and agreeing to any settlements. In this respect Licensee shall provide - at first request by Tower Apps – all necessary powers of attorney, information and cooperation to defend - if necessary, in the Licensee's name - against such third-party claims.

7.4. If it has been established in court as an incontrovertible fact that the Apps and/or Documentation of Tower Apps infringes any IP Rights held by a third party, Tower Apps shall – at its sole discretion – (a) change the Apps to the extent that it does not infringe such third party rights, (b) provide different software with similar functionality that does not infringe such third party rights, (c) at its expense acquire a License from such third party in order for the Licensee and/or its End Users to continue using the Apps, or (d) provide any other reasonable solution to Licensee and/or its End Users. Any further liability of Tower Apps with respect to infringement of third party rights is excluded.

7.5. If Licensee believes that any content on Tower Apps' Apps or Apps website(s) violates Licensee's copyrights, it shall notify Tower Apps' copyright agent in writing. The contact information for Tower Apps' copyright agent is at the bottom of this section. Tower Apps cannot take action unless Licensee gives Tower Apps all the required information.

7.6. In order for Tower Apps to take action, Licensee must do the following at its notice:

1. provide Licensee's physical or electronic signature
2. identify the copyrighted work that Licensee believes is being infringed;

identify the item that Licensee thinks is infringing and include sufficient information about where the material is located (including which website) so that Tower Apps can find it;

1. provide Tower Apps with a way to contact Licensee (such as address, telephone number, or e-mail);
2. provide a statement that Licensee believes in good faith that the item identified as infringing is not authorized by the copyright owner, its agent, or the law to be used by Tower Apps; and

3. provide a statement that the information Licensee provides in its notice is accurate, and that (under penalty of perjury), Licensee is authorized to act on behalf of the copyright owner whose work is being infringed.

7.7. The contact information for Tower Apps' copyright agent is as follows: Copyright Enforcement Tower Apps Ltd., 128 City Road, EC1V 2NX London, United Kingdom, Email: support@towerapps.com

8. Term and termination

8.1. This Agreement is entered into starting from the date that the Licensee activates the App.

8.2. The term of the Subscription License is based on the host product ([monday.com](https://www.monday.com)) the Apps are used with. After the end of the term of the Subscription License, this Agreement will terminate automatically at the expiration date, unless the Subscription License is renewed by Licensee or unless Licensee has chosen for automatic renewal. If a monthly Subscription License is used, the Subscription License will automatically be renewed with the same periods, unless the Agreement is terminated by Licensee.

8.3. Some Apps can be used with a Trial License for free for the period determined when ordering the Trial License. The Licensee will need to order a Subscription License for the Apps separately after the trial period, based on a monthly or yearly subscription.

8.4. Tower Apps can terminate this Agreement for convenience by written notice (which also includes by email) given at least three (3) months in advance. If Tower Apps terminates the Agreement for convenience, a Subscription License will end when the term that has been paid for finishes and cannot be renewed. If a Subscription License runs for less than three (3) months after the written notice, Licensee can renew the Subscription License until the end of the notice period.

8.5. If Licensee has a Subscription License, Tower Apps may suspend or terminate this Agreement and Licensee's account immediately, if Licensee or End User fails to comply with the terms and conditions of this Agreement or the End User License Agreement, including any failure to pay fees when due.

8.6 The Apps are used in combination with a host product ([monday.com](https://www.monday.com)). In the unlikely event that the host product ([monday.com](https://www.monday.com)) terminates its Agreement with Tower Apps, that will give Tower Apps the right to terminate this Agreement for convenience by written notice (which also includes by email) without a notice period. Tower Apps will reimburse the Licensee for the remainder of the Subscription License that has not been used. Tower Apps cannot be held liable for any damages that may result from termination under this clause.

8.7. Tower Apps is allowed to terminate this Agreement in writing (which can also mean by email) with immediate effect in the event: (a) Licensee becomes bankrupt or insolvent and/or if the business of Licensee is placed in the hands of a receiver, assignee or trustee, whether by voluntary act of Licensee or otherwise; or (b) Licensee enters into liquidation or shall enter into an arrangement or composition with its creditors; or (c) Licensee fails to perform its obligations under this Agreement.

8.8. Upon termination - on whatever grounds and for whatever cause – of the Agreement, all rights granted to Licensee under this Agreement will expire automatically and immediately and Licensee must at its own cost cease using (and require all End Users, and anyone else to cease using) all the Apps.

9. Processing of (personal) data

9.1. The use of the Apps and the performance of the Agreement can entail the processing of personal data. For this personal data, Licensee and/or its relations are deemed to be the controller as defined by General Data

Protection Regulation (GDPR) and Tower Apps is deemed to be processor.

9.2. All processing of personal data by Tower Apps will be in accordance with the Data Processing Agreement, and therefore in accordance with the GDPR.

10. Confidentiality

10.1. Except as otherwise set forth in Section 5.7 above, each party agrees that all code, inventions, know-how, business, technical and financial information it obtains ("Receiving Party") from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure.

10.2. Any Tower Apps technology and performance information relating to the Apps shall be deemed Confidential Information of Tower Apps without any marking or further designation.

10.3. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of the Receiving Party who had no access to such information; or (v) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party).

10.4. For clarity, no Feedback will be deemed confidential information and nothing in this Agreement limits Tower Apps' right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.

10.5. Parties undertake to require the members of their staff and their subcontractors to observe these confidentiality provisions as well as to require the staff (including temporarily deployed third parties) that is charged with the performance of this Agreement to observe all reasonable (precautionary) measures.

11. Limitation of liability

11.1. The total liability of Tower Apps for failing to perform its obligations under this Agreement, or on any other legal basis, shall be limited to compensating direct damages, up to at most the part of the License fees received by Tower Apps during one year (exclusive of VAT) regarding the use of the Apps by Licensee under this Agreement. Tower Apps' administration is decisive in determining the amounts that Tower Apps received. Direct damage shall exclusively mean:

1. reasonable expenses which the Licensee would have to incur to make Tower Apps' Apps perform to the Agreement. These alternative damages shall not be compensated if the Agreement is rescinded by Licensee;
2. reasonable expenses incurred to determine the cause and scope of the damage, insofar as the determination relates to direct damage within the meaning of this Agreement;
3. reasonable expenses incurred to prevent or mitigate damage, insofar as the Licensee demonstrates that these expenses resulted in mitigation of direct damages within the meaning of this Agreement.

4. reasonable expenses incurred relating to mutilation or loss of data insofar as the Licensee demonstrates conclusively that these expenses are directly related to the failure of Tower Apps in performing its obligations under this Agreement.

11.2. Tower Apps' liability for consequential damage is excluded. Consequential damages means consequential loss, lost profits, lost savings, loss of goodwill, damages as a result of business interruptions and all other forms of damages or injury not defined as direct damages.

11.3. Tower Apps' shall only be liable as a result of an attributable failure to perform the Agreement if the Licensee gives Tower Apps an immediate notice of default in writing, setting a reasonable term in which the breach can be remedied, and Tower Apps still attributable fails to meet its obligations after this period. The notice of default must contain a comprehensive and detailed description of the breach, in order to ensure that Tower Apps has the opportunity to respond adequately.

11.4. Licensee will indemnify, defend and hold harmless Tower Apps from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with any claim arising from or relating to (a) any breach by Licensee (including End Users) of this Agreement, (b) any Licensee data, (c) any modifications of or combinations with a product, or any service or product offered by Licensee in connection with or related to the Apps, (e) any representations or warranties made by Licensee (including End User) regarding the Apps to third parties. This indemnification obligation is subject to Licensee receiving (i) prompt written notice of such claim (but in any event notice in sufficient time for Licensee to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, or settlement of such claim, provided that Tower Apps may participate in the claim at its own expense and Licensee may not settle any claim without Tower Apps' prior written consent; and (iii) all reasonable necessary cooperation of Tower Apps at Licensee's expense.

11.5. Neither party shall be liable hereunder by reason of failure or delay in the performance of its obligations hereunder (except for the non-payment of money) on account of strikes, shortages, riots, insurrection, war, acts of terrorism, fires, flood, storm, explosions, earthquakes, acts of God, governmental action, labor conditions, or any other cause which is beyond the reasonable control of the party.

12. Warranty

12.1. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Furthermore, Licensee represents and warrants that this Agreement and each order is entered into by an employee or agent of such party with all necessary authority to bind Licensee to the terms and conditions of this Agreement.

12.2. Tower Apps warrants that during the term of this License Agreement the Apps will materially conform to the Documentation.

12.3. The Apps, including New Versions, are provided to Licensee "as is". Tower Apps does not warrant that the Apps, including New Versions, will operate without interruption, will be error-free or that it is fit for any particular purpose, or that Errors or other defects shall be corrected in New Versions. Furthermore, Tower Apps does not warrant that the Apps operate in combination with any other hardware, software, system or data or that the Apps will meet any of Licensee's or End User's requirements or expectations.

13. Miscellaneous

13.1. Licensee shall not assign or purport to assign or transfer any of its rights or obligations under this Agreement to any third party, without prior written consent of Tower Apps. Tower Apps is entitled to assign or purport to assign or transfer its rights and obligations under this License Agreement to any third party. Licensee agrees (now for then) to such assignment or transfer by Tower Apps and will provide all necessary cooperation to Tower Apps with respect thereto.

13.2. This Agreement is the entire Agreement between Licensee and Tower Apps relating to the Apps and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Apps or any other subject matter covered by this Agreement.

13.3. If any provision of this Agreement is held to be void, invalid, unenforceable or unlawful, the other provisions shall continue in full force and effect. This Agreement may not be modified or amended unless there is the written Agreement of Tower Apps which may be withheld in its complete discretion without any requirement to provide reasons.

13.4. The parties are independent contractors. This Agreement shall not be construed as constituting either party as a partner of the other or to create any other form of legal association that would give one party the express or implied right, power or authority to create any duty or obligation of the other party.

14. Applicable law and disputes

14.1. This Agreement is governed exclusively by the laws of the United Kingdom. The Vienna Sales Convention of 1980 does not apply.