

# End-User Licence Agreement (EULA)

## **Important – Please Read Carefully:**

This End-User Licence Agreement (“EULA”) is a legal agreement between you (“End-User”) and RainingBits LTD, incorporated in England with company number 14523775 (“Supplier”). By opening, accessing, installing, copying, or otherwise using the enclosed compliance toolkit based on EASA Part-IS, including any accompanying documentation, implementation guides, policy templates, checklists, presentations, and training materials (collectively, the “Toolkit”), you agree to be bound by the terms of this EULA. If you do not agree to these terms, you must not use the Toolkit.

## **1. Grant of Licence**

1.1 Subject to the terms and conditions of this EULA, Supplier hereby grants you a limited, non-exclusive, non-transferable, and non-sublicensable licence to use the Toolkit solely for your organisation’s internal business operations.

1.2 You may allow your employees, or contractors under your direct supervision and bound by appropriate confidentiality obligations, to access and use the Toolkit solely for internal business purposes.

## **2. Use Restrictions**

2.1 You shall not, and shall not permit any third party to:

(a) copy, reproduce, distribute, or otherwise make the Toolkit available to any person or entity not directly connected with your organisation;

(b) incorporate the Toolkit, in whole or in part, into any product or service offered for sale or otherwise exploit the Toolkit for commercial gain;

(c) sell, sublicense, rent, lease, lend, or otherwise transfer or make available the Toolkit to any third party; or

(d) make the Toolkit available in any public or external forum, online or otherwise, where it could be accessed by individuals outside your organisation.

### **3. Intellectual Property Rights**

3.1 All rights, title, and interest in and to the Toolkit, including all intellectual property rights, remain the sole and exclusive property of Supplier or its licensors. Except for the limited licence granted herein, no other rights are granted.

### **4. Confidentiality**

4.1 The Toolkit constitutes Confidential Information of the Supplier. You must protect and maintain the confidentiality of the Toolkit using at least the same degree of care you use to protect your own confidential information, but in no event less than a reasonable standard of care.

4.2 You shall not disclose or provide the Toolkit to any third party, except as expressly permitted under Section 1.2.

### **5. No Warranties and Limitation of Liability**

5.1 The Toolkit is provided “as is” without warranty of any kind, whether express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

5.2 In no event will Supplier be liable for any indirect, incidental, consequential, or special damages arising out of or in connection with your use of the Toolkit, even if advised of the possibility of such damages.

### **6. Indemnification**

6.1 You agree to indemnify and hold harmless Supplier from and against all claims, liabilities, damages, expenses, and losses arising out of or relating to your breach of this EULA or misuse of the Toolkit.

### **7. Term and Termination**

7.1 This EULA is effective upon your first use of the Toolkit and shall remain in effect

until terminated.

7.2 Supplier may terminate this EULA immediately if you fail to comply with any of its terms. Upon termination, you must cease all use of the Toolkit and destroy or permanently delete all copies of the Toolkit in your possession.

## **8. Governing Law and Jurisdiction**

8.1 This EULA shall be governed by and construed in accordance with the laws of England.

8.2 Any dispute arising out of or in connection with this EULA shall be subject to the exclusive jurisdiction of the courts of England.

## **9. Entire Agreement**

9.1 This EULA constitutes the entire understanding between you and Supplier concerning the subject matter herein and supersedes all prior or contemporaneous communications and understandings, whether written or oral.

9.2 No modification of this EULA will be binding unless made in writing by Supplier.

**By using the Toolkit, you acknowledge that you have read and understood this EULA, and agree to be bound by its terms and conditions.**