Xceptor

XCEPTOR CONNECT TERMS AND CONDITIONS

1. INTRODUCTION

1.1 These Terms set out the rules for using the following Xceptor products and services (together referred to as Xceptor Connect):

1.1.1 Our online training and certification content including tracking and reporting of user activity ("**Xceptor Academy**")

1.1.2 Our internet forum where users can hold conversations in the form of posted messages ("**Xceptor Huddle**")

1.1.3 Our documentation and resources repository ("**Xceptor Docs**")

1.1.4 Our Xceptor training environment for use of our Software where users can practise using sample files provided in the Xceptor Academy training courses ("**Xceptor Sandbox**")

1.1.5 Our hosted configuration version of our Software for the purposes of internal demonstrations and proofs of concept ("**Xceptor Labs**"); and

1.1.6 Our library of Connectors for use with our Software ("**Xceptor Marketplace**")

1.2 Terms of use specific to Xceptor products and services that comprise Xceptor Connect are set out below in the Annex. These general terms, together with specific terms in the Annex, comprise the "**Terms**".

1.3 Xceptor Connect is operated by Xceptor Ltd ("**Xceptor**"). We are registered as a limited company in England and Wales under company number 04825384 and have our registered office at 85 Gresham Street, London EC2V 7NQ.

1.4 By using Xceptor Connect, you confirm that you accept these Terms of use and that you agree to comply with them. If you do not agree to these Terms, you must not use our site. If you are accepting the Terms on behalf of a company or other legal entity, you represent that you have the authority to bind such legal entity to these Terms, in which case "**you**" and "**your**" shall refer to such legal entity. You will procure that Users comply with these terms and are liable for their acts and omissions as if they were your own.

2. ADDITIONAL TERMS

2.1 The additional terms in our Privacy Policy and Cookie Policy available on https://www.xceptor.com also apply to your use of Xceptor Connect.

3. YOUR ACCOUNT

3.1 To create an account, users must provide some information about themselves (User). If a user creates an account, the user agrees to provide, their first name, last name, job title, country of residence and a valid verifiable corporate email address that is hosted under a known customer top level domain and to keep that address up-to-date (Account Data). You are the controller and Xceptor is the processor of your Account Data which we will process it in accordance with our Privacy Policy linked above.

3.2 You agree to select a secure password for your account. Your login credentials are for your personal use only and you must keep them confidential. All accounts on Xceptor Connect are personal and non-transferable. You must not use or try to use another's account on Xceptor Connect.

3.3 You agree to be responsible for all action taken using your account, whether authorised by you or not, until you either close your account or notify Xceptor that your account has been compromised.

3.4 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly change your password.

3.5 You acknowledge and agree that in order for the correct functioning of Xceptor Connect, you must ensure that you have access to our services hosted on the following DNZ zones: *.xceptor.com, *.xceptorcloud.com and 3ceptor.saffroninteractive.com.

3.6 You acknowledge and agree that your access to any individual product and service within Xceptor Connect does not by default grant you access to other products and services within Xceptor Connect.

3.7 Your access to Xceptor Connect is granted on a temporary basis and we reserve the right to revoke access to any product and service for any reason and at our sole discretion without notice.

4. YOUR OBLIGATIONS

4.1 You agree that at all times, you shall:

4.1.1 not use the information presented on or obtained using Xceptor Connect for any purposes other than those expressly permitted under these Terms;

4.1.2 not do anything likely to impair, interfere with or damage or cause harm or distress to any persons using Xceptor Connect or in respect of the network;

4.1.3 not use Xceptor Connect, the content on it and/or do anything that will infringe any and all patents, trade marks (whether registrable or non-registrable), designs, rights in database, rights in software (including without limitation the source and object code), copyright and all proprietary rights or other rights of any third parties;

4.1.4 not use Xceptor Connect to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third party privacy rights or breaches agreements you have with others;

4.1.5 not falsely imply that you’re affiliated with or endorsed by Xceptor;

4.1.6 not remove any marks showing proprietary ownership from materials you download from Xceptor Connect (in the event that such download is allowed);

4.1.7 not hyperlink to images or other non-hypertext content on Xceptor Connect on other webpages;

4.1.8 not show any part of Xceptor Connect on other websites with <iframe>;

4.1.9 not disable, avoid or circumvent any security or access restrictions of Xceptor Connect;

4.1.10 comply with all instructions and policies we may provide to you from time to time in respect of Xceptor Connect;

4.1.11 co-operate with any reasonable security or other checks or requests for information made by us from time to time;

4.1.12 not violate these Terms or encourage or help anyone else to violate these Terms;

4.1.13 not buy, sell, or otherwise trade in user names or other unique identifiers on Xceptor Connect;

4.1.14 not submit content to Xceptor Connect as a mere placeholder, to hold a particular address, user name, or other unique identifier;

4.1.15 not use any of the features in Xceptor Connect to send advertisements, chain letters, or other solicitations, or use Xceptor Connect to gather addresses or other personal data for commercial mailing lists or databases;

4.1.16 not automate access to Xceptor Connect;

4.1.17 not use any of the features in Xceptor Connect to send e-mail to distribution lists, newsgroups, or group mail aliases;

4.1.18 not strain infrastructure of Xceptor Connect with an unreasonable volume of requests, or requests designed to impose an unreasonable load on information systems underlying Xceptor Connect;

4.1.19 not impersonate others through Xceptor Connect;

4.1.20 not access Xceptor Connect if you are directly competing with Xceptor, except with the prior written consent of Xceptor;

4.1.21 not access Xceptor Connect for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes without Xceptor's express written permission; and

4.1.22 not access Xceptor Connect save via your company's corporate network.

5. GENERAL STANDARDS FOR UPLOADING CONTENT TO XCEPTOR CONNECT

5.1 You must not submit content to Xceptor Connect that:

5.1.1 is illegal, offensive or otherwise harmful to others. This includes content that is harassing, inappropriate or abusive;

5.1.2 contains personal data, except for your Account Data, or any information that you don't have the right to disclose, such as others' confidential or personal information; and

5.1.3 is not redacted and non-confidential.

5.2 Any content you upload to Xceptor Connect will be considered non-confidential and non-proprietary.

5.3 You acknowledge that content submitted to Xceptor Connect may be viewable by other users of Xceptor Connect.

5.4 We reserve the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to Xceptor Connect constitutes a violation of their intellectual property rights, or of their right to privacy.

5.5 You are solely responsible for securing and backing up your content.

6. VIRUSES, HACKING AND OTHER OFFENCES

6.1 You must not misuse Xceptor Connect by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful, or store or transmit malicious code. You must not attempt to gain unauthorised access to Xceptor Connect, the server on which Xceptor Connect is stored or any server, computer or database connected to our site. You must not interfere with or disrupt the integrity or performance of Xceptor Connect or any content contained therein, including but not limited to not attacking our site via a denial-of-service attack or a distributed denial-of service attack.

6.2 By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use Xceptor Connect will cease immediately.

6.3 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of Xceptor Connect or to your downloading of any material posted on it, or on any website linked to it.

7. DISCLAIMER

7.1 Xceptor Connect content, including without limitation any case studies or use cases made available on Xceptor Connect, is provided for general information only. It is not intended to amount to advice on which you should rely or to assist in deciding on a course or specific cause of action. If you use and/or rely upon any information made available to you through your use of Xceptor Connect, you do so at your own risk and liability.

7.2 Although Xceptor make reasonable efforts to update the information on Xceptor Connect, we make no representations, warranties or guarantees, whether express or implied, that the material displayed on Xceptor Connect is accurate, complete or up-to-date.

7.3 We do not participate in any way in, nor will we be liable in any way for, any communication, transaction, meet-ups, setups or any relationship between you and other Xceptor Connect users. We recommend that you take all safety precautions when contacting, socialising, and engaging in any business transactions or business or social gatherings and meetings with other Xceptor Connect users.

7.4 Where Xceptor Connect contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you access any of these sites via Xceptor Connect, you do so at your own risk.

7.5 Further, where you access any third party sites through a link from Xceptor Connect, you acknowledge that such sites may operate their own terms and conditions and privacy policy, and accordingly you are advised to check such terms, conditions and policies prior to your use of the third party site.

7.6 We reserve the right to change, redact, and delete content on Xceptor Connect for any reason.

7.7 If you believe someone has submitted content to Xceptor Connect in violation of the Terms, you are required to contact us immediately.

7.8 In the event that we, in our sole and absolute discretion, consider that you have breached any of the Terms, we reserve the right, acting in our sole discretion and without notice or liability to you, to take any action that we deem to be necessary, including without limitation:

7.8.1 removing any content posted on Xceptor Connect;

7.8.2 suspending your access to Xceptor Connect (in whole or in part);

7.8.3 terminate your use of and access to Xceptor Connect;

7.8.4 instigating legal proceedings as appropriate.

8. WARRANTIES

8.1 Xceptor Connect is distributed “as is” without any warranties, whether written, oral, statutory, express or implied. To the maximum extent permitted by applicable law, we specifically disclaim any warranties of non-infringement, merchantability and fitness for a particular purpose. This waiver of warranty affects your specific legal rights, but is without prejudice to any rights to which you are entitled (to the extent that they cannot be waived) under applicable law. For example, you may have rights which may vary depending upon where you are located. Some jurisdictions do not allow limitations on implied warranties, so the limitations above may not apply to you.

8.2 Whenever you make use of a feature that allows you to upload content to Xceptor Connect, or to make contact with other users of Xceptor Connect, you warrant that any such contribution complies with the standards set out in these Terms.

9. INDEMNIFICATION

9.1 You shall defend Xceptor against any claim, demand, suit, or civil proceeding, of any kind whatsoever made or brought against us by a third party alleging that your content or your use of the Software or Xceptor Connect in violation of these Terms, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (including privacy laws) or any breach of clause 8.2 (“**Claim**”).

9.2 You shall indemnify Xceptor for any damages finally awarded against, and for reasonable legal fees incurred by, Xceptor in connection with any such Claim; provided, that Xceptor (i) promptly gives you written notice of the Claim on being made aware of it; (ii) gives you sole control of the defence and settlement of the Claim (provided that you may not settle any Claim unless the settlement unconditionally releases Xceptor of all liability); and (iii) provides to you all reasonable assistance.

10. LIABILITY

10.1 To the extent permitted by law, we hereby expressly exclude:

10.1.1 all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and

10.1.2 any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with Xceptor Connect or in connection with the use, inability to use, or results of the use of Xceptor Connect, any websites linked to it and any materials posted on it, including, without limitation any liability for: i. loss of income or revenue; ii. loss of business; iii. loss of profits or contracts; iv. loss of anticipated savings; v. loss of data; vi. loss of goodwill; vii. wasted management or office time; and viii. any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

10.2 If you have any basis for recovering damages despite the preceding disclaimer you can recover from Xceptor only direct damages up to £100. This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

11. TERMINATION

11.1 Either you or Xceptor may end the agreement written out in these Terms at any time. When our agreement ends, your permission to use Xceptor Connect also ends. Likewise, your permission to use Xceptor Connect, and this agreement, will automatically end if you cease to be a customer or partner of Xceptor including without limitation in the event that you cease working for a customer or partner of Xceptor.

11.2 Any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination of these Terms shall remain in full force and effect.

12. INTELLECTUAL PROPERTY

12.1 We are the owner or authorised licensee of all intellectual property rights contained within Xceptor Connect, and in the material published on it including without limitation updates and configuration to the same no matter by whom performed. Those materials are protected by copyright laws (or such other intellectual property rights which may arise in the materials from time to time) and treaties around the world. Xceptor Connect is licensed, not sold, and we reserve all our rights.

12.2 Xceptor grants a time limited, non-exclusive, and non-transferable licence to you to use Xceptor Connect (excluding the Software which is subject to the terms at clause 13 (Use of Software)) revocable by us at any time and without cause. Xceptor (or its licensors where applicable) own the title, copyright, and all other intellectual property rights in Xceptor Connect.

12.3 You may use Xceptor Connect only as expressly permitted in these Terms. You may not, unless you have received prior written consent of Xceptor (which may be arbitrarily withheld), do any of the following:

12.3.1 work around any technical limitations in Xceptor Connect;

12.3.2 reverse engineer, decompile or disassemble Xceptor Connect;

12.3.3 publish Xceptor Connect for others to copy;

12.3.4 permit any third party to access Xceptor Connect except as permitted herein;

12.3.5 rent, lease, sell, or lend Xceptor Connect;

12.3.6 create derivative works based on Xceptor Connect;

12.3.7 use Xceptor Connect for commercial software hosting services;

12.3.8 access Xceptor Connect in order to build a competitive product or services, or copy any features, functions or graphics of Xceptor Connect; or

12.3.9 use Xceptor Connect in any way that is against the law.

12.4 You hereby grant to Xceptor, to the maximum extent permitted under applicable law, a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferrable and fully sublicensable licence to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use, analyse and exploit any content you submit to Xceptor Connect or the Software, in any format or media and for any purpose (including marketing or promotional purposes, such as testimonials).

12.5 You grant other users of Xceptor Connect a limited licence to use, store and copy, distribute and make available to third parties any content you submit.

12.6 You remain solely responsible for content you submit to Xceptor Connect. You agree not to wrongly imply that content you submit to Xceptor Connect is sponsored or approved by us. These terms do not obligate us to store, maintain, or provide copies of content you submit, and to change it, according to these Terms.

12.7 Others who receive content you submit to Xceptor Connect may violate the terms on which you license your content. You agree that we will not be liable to you for those violations or their consequences.

13. USE OF SOFTWARE

13.1 The following are terms specific to your use of our proprietary Software through Xceptor Connect. All use of the Software that is not specifically licensed and authorised is prohibited.

13.1.1 "**Software**" means the object code version of our proprietary software products, which includes without limitation Connectors and Third Party Software.

13.1.2 "**Connectors**" means the object code version of Xceptor's proprietary software for connecting our proprietary software to other applications, including third party applications.

13.1.3 "**Third Party Software**"means, where applicable, any third party software components delivered to you by Xceptor as part of the Software subject to the terms identified at http://docs.xceptor.com.

13.2 Xceptor grants you a non-exclusive, non-assignable, non-sub-licensable, revocable license (revocable without cause by Xceptor at any time) to use the Software explicitly made available to you in the Xceptor Sandbox, Xceptor Labs, and Xceptor Marketplace following the process for grant of access described for each service in the Annex and strictly in accordance with and subject to your adherence to the Terms which save for clause 12.2 (Xceptor Connect licence grant) apply in full to your use of the Software.

13.3 You will not and will not permit others to: (i) modify, translate, create derivative copies of or copy the Software (other than one backup copy which reproduces all proprietary notices), in whole or in part; (ii) reverse engineer, decompile, disassemble or otherwise reduce the object code of the Software or Third Party Software to source code form; (iii) remove or modify any copyright, trademark, or other proprietary notices of Xceptor or its licensors affixed to the media containing the Software or contained within the Software; (iv) attempt to circumvent or interfere with any security features of the Software; or (v) use the Software in any manner not expressly authorised by these Terms.

13.4 To the maximum extent permitted by applicable law, you agree that the Software and Third Party Software is used by you at your sole risk and is provided 'as is' and without warranty of any kind, either express or implied, including, but not limited to, any (if any) implied warranties of merchantable quality, conditions of fitness for a particular purpose and any warranties arising by statute or otherwise in law or from course of dealing, course of performance, or use of trade, all of which are hereby excluded and disclaimed. Third Party Software owners shall have no direct liability to you in respect of your use of the Third Party Software.

13.5 Xceptor does not guarantee, warrant or make any representation that the functions contained in the Software will meet your requirements, or that the operation of the Software will be uninterrupted or error-free, or that defects in the Software will be corrected. Furthermore, Xceptor does not guarantee, warrant or make any representation regarding the use or the results of the use of the Software in terms of their correctness, accuracy, reliability or otherwise.

13.6 Nothing in these Terms or by your use will serve to transfer from Xceptor to you ownership of the Software including without limitation its configuration, new versions, or maintenance releases, or Third Party Software, and save for the limited license expressly set out herein, all right, title and interest in and to the same will remain exclusively with and are assigned to Xceptor.

13.7 Nothing in the Terms shall prevent Xceptor from using any know-how, methods, techniques or procedures owned or developed by us in the course of complying with our obligations hereunder.

13.8 A license to use one or more Connectors or a portion of the Software does not give you the right to use other Connectors or other portions of the Software.

13.9 You are required to procure technologies or software required to use the Connectors or Software. For the avoidance of doubt, a license to use a Connector does not give you a license to use the software or services the Connector is designed to connect with.

14. GENERAL

14.1 You may send questions to the company at hello@xceptor.com. All legal notices must be sent by post marked for the attention of the legal team to the Xceptor address under clause 1.3. Xceptor may notify you under

these terms using the e-mail address you provide for your account on Xceptor Connect or any email address you or the entity you represent uses or has used to communicate with us; or by posting a message to Xceptor Connect or your account page.

14.2 You may not assign your agreement with Xceptor. Xceptor may assign your agreement to any affiliate of Xceptor, any other company that obtains control of Xceptor, or any other company that buys assets of Xceptor related to Xceptor Connect. Any attempted assignment against these terms has no legal effect.

14.3 You may print and keep a copy of these Terms, which form the entire agreement between you and us and supersede any other communications or advertising with respect to Xceptor Connect.

14.4 We may update or revise these Terms from time to time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Your continued use of Xceptor Connect (whether wholly or partly) shall be deemed your acceptance of such change(s) in respect of the updated or revised Terms.

14.5 You shall comply with all foreign and local laws and regulations which apply to your use of Xceptor Connect in whatever country you are physically located, including without limitation, consumer law, export control laws and regulations.

14.6 If any provision of these Terms is declared void, illegal, or unenforceable, the remainder of these Terms will be valid and enforceable to the extent permitted by applicable law. In such event, the parties agree to use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by the applicable law, achieves the purposes intended under the invalid or unenforceable provision.

14.7 Any failure by any party to these Terms to enforce at any time any term or condition under these Terms will not be considered a waiver of that party's right thereafter to enforce each and every term and condition of these Terms.

14.8 Neither party will be responsible for delays resulting from circumstances beyond the reasonable control of such party, provided that the nonperforming party uses reasonable efforts to avoid or remove such causes of non-performance and continues performance hereunder with reasonable dispatch whenever such causes are removed.

14.9 Nothing in these Terms shall give, directly or indirectly, any third party any enforceable benefit or any right of action against Xceptor and such third parties shall not be entitled to enforce any term of these Terms against us.

14.10 You acknowledge and agree that immediately upon receiving a request from Xceptor, you will provide a written statement confirming that your use of Xceptor Connect and the Software is in full compliance with these Terms. You shall provide and give direct access to any records which Xceptor may require for the purposes of verifying your compliance.

14.11 These Terms and their performance shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the non-exclusive jurisdiction of the courts of England.

ANNEX

1. XCEPTOR ACADEMY

1.1 Xceptor Academy provides the opportunity to complete certification courses.

1.2 Any certificates awarded through the Xceptor Academy confirm that you have undertaken a certification course but are not an indication of any affiliation or endorsement by Xceptor or a mark of quality.

1.3 Any certificate awarded will be valid for a period of up to two years from the date of certification ("**Certification Period**").

1.4 You will not engage in conduct that compromises the integrity, security, or confidentiality of the certification process. You will also refrain from:

1.4.1 Cheating – including without limitation the use of unauthorized materials; providing or accepting improper assistance or violating any rules attached to the certificate or certification process.

1.4.2 Misuse of the certification courses – disseminating exam questions or copying, selling, posting, distributing, reproducing, using, or disclosing certification course content in any form (digital, print, verbal) before, during, or after the process.

1.4.3 Submitting work that is not completely your own, or completing or allowing others to complete the certificate on your behalf.

1.4.4 Falsifying or altering certificates or any misrepresentation of certification status and representing yourself as certified after expiry of any Certification Period.

1.5 We reserve the right to revoke certification status for any reason and at our sole discretion, including but not limited to if we believe you have been involved in any misconduct. We are not required to provide proof of misconduct to take this step.

2. XCEPTOR HUDDLE

2.1 Please note that content displayed on Xceptor Huddle may be specific to the circumstances of another Xceptor Huddle user and should not be generalised.

3. XCEPTOR DOCS

3.1 You may print off one copy, and may download extracts, of any page(s) from our Xceptor Docs for your personal reference and you may draw the attention of others within your organisation to material posted on Xceptor Docs. This is without prejudice to Xceptor's right revoke the license to use Xceptor Docs and the content on it at any time without notice, cause or liability and if the license is withdrawn you are required to destroy any print copies made.

3.2 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of material on Xceptor Docs must always be acknowledged. You must not use any part of the materials on Xceptor Docs without a license and then only in support of your licensed use of the Software. If you print off, copy or download any part of Xceptor Docs in breach of these Terms of use, your right to use Xceptor Docs will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

3.3 We aim to update Xceptor Docs regularly and may change the content at any time. If the need arises, we may suspend access to Xceptor Docs, or close it indefinitely. Any of the material on our Xceptor Docs may be out of date at any given time, and we are under no obligation to update such material.

4. XCEPTOR SANDBOX

4.1 Xceptor Sandbox is made available to all Users of Xceptor Connect but this is without prejudice to Xceptor's right revoke the license to use this service at any time without notice, cause or liability.

4.2 You must not upload content to Xceptor Sandbox except for redacted non-confidential dummy data and the sample files made available to you by Xceptor for training purposes. For the avoidance of doubt, any files uploaded to Xceptor Sandbox may be deleted by Xceptor at any time without notice, cause, or liability and this is done periodically. XCEPTOR SANDBOX DOES NOT EMPLOY TECHNICAL AND ORGANISATIONAL MEASURES THAT WOULD MAKE IT SECURE FOR THE PURPOSES OF PROCESSING PERSONAL DATA OR SENSITIVE CONFIDENTIAL INFORMATION IN CONTENT YOU UPLOAD.

4.3 Your use of Xceptor Sandbox is only permitted for internal training purposes for strict nonproductive use and not for any other purpose.

5. XCEPTOR LABS

5.1 Xceptor only grants a licence to you to use Xceptor Labs if explicitly granted in writing to an environment Xceptor has specifically prepared for you and strictly for your own internal business purposes in a strict nonproduction capacity and subject to any additional restrictions on use Xceptor imposes.

5.2 Xceptor will enable access to Xceptor Labs at your domain level. Users must contact your organisation's authorised Xceptor Connect administrator to enable access for individual Users.

5.3 Xceptor Labs is for strict nonproduction use and you must not upload content that contains personal data, is confidential, and has not been redacted. For the avoidance of doubt, any files uploaded to Xceptor Labs may be deleted by Xceptor at any time without notice, cause, or liability. XCEPTOR LABS DOES NOT EMPLOY TECHNICAL AND ORGANISATIONAL MEASURES THAT WOULD MAKE IT SECURE FOR THE PURPOSES OF PROCESSING PERSONAL DATA OR SENSITIVE CONFIDENTIAL INFORMATION IN CONTENT YOU UPLOAD.

5.4 Your access to Xceptor Labs is granted on a temporary non-exclusive basis and we reserve the right to revoke your license without notice, cause, or liability at any time.

6. XCEPTOR MARKETPLACE

6.1 The Xceptor Marketplace enables access to Xceptor Connectors. Xceptor determines in its sole discretion whether to give access to one or more Connectors. A license to use Connectors can be withdrawn without notice, cause, or liability by Xceptor at any time.

6.2 There are three types of Connectors:

6.2.1 "**Base**" meaning Connectors which at one time may have formed part of the core Software and Xceptor makes available to all Users of Xceptor Connect without prejudice to Xceptor's right to revoke the license to use these Connectors at any time. Base Connectors may include but are not limited to:

i File
ii Email
iii FTP(S)
iv SFTP
v IBM Websphere MQ
vi Active MQ

6.2.2 "**Standard**" meaning Connectors which Xceptor deems standard and may make available to you free of charge if you are licensed to use the Software on Xceptor's new price model, without prejudice to Xceptor's right to revoke the license to use these Connectors at any time.

6.2.3 "**Premium**" meaning Connectors which Xceptor deems premium.

6.3 Standard Connectors, if you are not on Xceptor's new price model, and Premium Connectors may be licensed to you by separate agreement including applicable charges outside the scope of these Terms. If you are licensed to use Connectors outside these Terms then these Terms do not prejudice that license.

6.4 Access to Base Connectors is determined by Xceptor at the domain level unless otherwise specified by Xceptor.

6.5 Access to Standard and Premium Connectors is determined by Xceptor at the User level. You must request access from Xceptor from your Client Success Manager for the specified User. If granted, the User will be whitelisted to download the specified Connector(s) and generate a licence key. Licence keys are granted for a limited term length and it is your responsibility to renew the key.

6.6 If the license to a use Connector(s) is revoked then you must delete the Connector(s) everywhere including without limitation any copies from the User's local Xceptor instance and copies the User has stored.

6.7 The right granted to use a Connector(s) is not transferrable.

6.8 The only licensed use for Connectors is for the purpose of providing connectivity and functionality within a licensed instance of the Software.

6.9 A license to use a Connector does not grant a license to use the Software or any third party software the Connector connects to.

TERMS VERSION CONTROL

VERSION	DATE PUBLISHED
1.0	1 October 2020
2.0	29 March 2021
3.0	14 March 2022
4.0	30 September 2022
5.0	01 December 2023
6.0 (current version)	22 May 2024