

End User Software Licence Agreement (B2B)

PLEASE READ THIS LICENCE AGREEMENT CAREFULLY BEFORE CONTINUING. IF YOU DO NOT ACCEPT THE TERMS OF THIS LICENCE, YOU MUST NOT ACCESS, DOWNLOAD, INSTALL, OR USE THE SOFTWARE.

This End User Licence Agreement ("EULA") is a legal agreement between you, the Licensee and **Anya Consultancy Services (referred as ACS)**, a company registered in England and Wales under number 09160001 whose registered office is at 1 Bishops Court, Lincoln Inn Office Village, Lincoln Road, High Wycombe, HP12 3RE the Licensor.

This EULA covers the ACS-Wave – Crowd Counting and Wayfinding Software Solutions, it is delivered through SaaS platform hosted within ACS organised datacentre within UK. This EULA grants a licence to use the Software and the Documentation only. The Licensor does not sell or assign the Software or the Documentation to you.

1. Definitions and Interpretation

In this EULA, unless the context otherwise requires, the following expressions have the following meanings:

["Authorised User"]	means an individual authorised by you to use the Software;]
"Documentation"	means the software modules included as part of contract agreement for providing Crowd Counting and Wayfinding solutions including its documentation which accompanies the Software;
["Licence Fee"]	means the licence fee paid by the Licensee to Anya Consultancy Service Ltd. who owns the ACS-Wave product.
"Software"	means the SaaS service of the Crowd Counting and Wayfinding Software [and]
["Warranty Period"]	means the duration of the limited warranty as defined in Clause 9; and]
"you", "your"	means the Licensee.

2. System Requirements

The Software requires the following [minimum] hardware and software specification to install and operate correctly:

- Desktop connected with Internet access with an up-to-date Windows / Apple OS licensing
- Minimum of 4 GB RAM
- Optional mobile application where application

3. Accepting or Rejecting this EULA

3.1 By accessing, downloading, installing, and using the Software and Documentation, you are indicating your acceptance of this EULA and the terms and conditions set out herein and your agreement that you will comply with them.

3.2 If you do not accept the terms and conditions of this EULA, you must not continue to

access, download, install, or use the Software.

4. Ownership of the Software and Documentation

- 4.1 The Software and the Documentation and all intellectual property rights therein (including, but not limited to, copyright) belong to the Licensor. This EULA does not grant to you (or sell to you) any rights of ownership in the Software or the Documentation. This EULA grants you a licence to use the Software and the Documentation in accordance with the terms and conditions of this EULA only.
- 4.2 The Licensor also retains ownership of any and all copies of the Software or the Documentation and all intellectual property rights therein, regardless of the form in which the copies may exist which includes data created by licensor.

5. Grant and Scope of Licence

- 5.1 In consideration of your acceptance of this EULA, the Licensor hereby grants to you a limited, non-exclusive, non-transferable licence to:
- a) Access to the Software, in accordance with the terms and conditions of this EULA, for business purposes only in the UK on one computer or many devices owned by the organisation own the licenses, leased, or otherwise controlled;
 - b) Use the Documentation in accordance with the terms and conditions of this EULA, for business purposes only in the UK only;
 - c) Where the Software is licensed for access on a network or multiple individual computers or devices for use by licensors organisation simultaneous Authorised Users,
- 5.2 The licence granted hereunder also extends to any and all free updates, patches, fixes and similar that the Licensor may provide.

6. Licence Restrictions

- 6.1 You may not make copies of the Software or Documentation or any part thereof except where such copying is necessary to support the normal use of the Software in accordance with this EULA or is necessary for backup, archival, or other security purposes as set out above in sub-Clauses 5.1(d) and 5.1(e).
- 6.2 You may not translate, reverse-engineer, decompile, disassemble, modify, or create derivative works based on the Software (or any part thereof) except as expressly permitted by law or this EULA. Sections 50B and 296A of the Copyright Designs and Patents Act 1988 permit such actions only where they are necessary to obtain information necessary to create an independent software program which can be operated with the Software or with another software program ("the permitted objective"). The information obtained from such actions must not be used for any other purpose.
- 6.3 The actions described in sub-Clause 6.2 will not be permitted if you:
- a) already have readily available to you the information necessary to achieve the permitted objective;
 - b) do not confine the decompiling to such acts as are necessary to achieve the permitted objective;
 - c) supply the information obtained by the decompiling to any person to whom it is not necessary to supply it in order to achieve the permitted objective; or

- d) use the information to create a software program which is substantially similar in its expression to the Software or to do any other act restricted by copyright.
- 6.4 You may not modify, adapt, alter, translate, or otherwise change the Software or Documentation or any part thereof or combine, incorporate in, or merge the Software with any other software.
- 6.5 You may not alter, delete, or otherwise obscure any notices of proprietary rights (including, but not limited to, copyright) or any product identification or restrictions on or in the Software or the Documentation. Any and all such notices must be included in full on all copies made of the Software or the Documentation, whether full or partial.
- 6.6 Subject to Clause 7, below, you may not make the Software or Documentation available to a third party other than your employees in any form or for any reason without the prior written consent of the Licensor.
- 6.7 Subject to Clause 7, below, you may not rent, lease, sub-licence, sell, assign, pledge, or otherwise dispose of the Software or the Documentation.

7. **Transfer**

The Software and Documentation are licensed only to you, the Licensee. You may not rent, lease, sub-licence, sell, assign, pledge, transfer, or otherwise dispose of the Software or Documentation, on a temporary or permanent basis, without the prior written consent of the Licensor.

8. **Licensee's Undertakings**

You hereby undertake and agree that:

- 8.1 You will use and permit the use of the Software only in accordance with the bounds of the terms and conditions of this EULA;
- 8.2 You will supervise and control any use of the Software by your employees **OR** Authorised Users and ensure that they are notified of the terms and conditions of this EULA, understand them, and comply with them; and
- 8.3 You will keep all copies of the Software and Documentation secure and will keep accurate and up-to-date records of the number and location of such copies; and
- 8.4 You will comply with all applicable laws, rules, and regulations governing technology control and export.

9. **Limited Warranty**

- 9.1 The Licensor warrants that the Software will, when used on a computer or device which meets the system requirements set out above in Clause 2, materially conform with the Documentation and that the Documentation will correctly describe the Software and its functions in all material respects for a period of license ownership.
- 9.2 If you become aware of a defect or fault in the Software which results in the Software failing to perform substantially as described in the Documentation and inform the Licensor in writing within the Warranty Period, the Licensor shall as per the agreed Service Level Agreement of the support, at its sole option:
 - a) repair the Software; or
 - b) replace the Software.
- 9.3 The remedies available to you under sub-Clause 9.2, above, may be dependent upon your supplying sufficient information to the Licensor that the Licensor may reasonably

require in order to diagnose, reproduce, and remedy the defect or fault.

- 9.4 The warranty granted by this Clause 9 shall not apply to the extent that any defect or fault in the Software results from your unauthorised alteration or modification of the Software or from your use of the Software in breach of the terms and conditions of this EULA

10. **Limitation of Liability**

- 10.1 The Software and Documentation are provided for internal business use by you, the Licensee.
- 10.2 The Licensor shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising out of or in connection with this EULA for:
- a) loss of profits;
 - b) loss of sales or business;
 - c) loss of revenue;
 - d) loss of agreements or contracts;
 - e) loss of anticipated savings;
 - f) loss of use or data;
 - g) business interruption;
 - h) loss of business opportunity, reputation, or goodwill; or
 - i) special, indirect, or consequential loss, damage, charges, or expenses.
- 10.3 Subject to sub-Clause 10.2, above (losses for which the Licensor is not liable), and sub-Clause 10.4, below (liability which is not excluded or limited), the Licensor's maximum aggregate liability, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising out of or in connection with this EULA shall be limited to £1 Million **OR** a sum equal to 10 terms of the Licence Fee.
- 10.4 Nothing in this Clause 10 shall exclude or limit the Licensor's liability for death or personal injury resulting from the Licensor's negligence; for fraud or fraudulent misrepresentation; or for any other form of liability which cannot be limited or excluded under English law.

11. **No Other Warranties or Liability**

- 11.1 This EULA sets out the full extent of the Licensor's liabilities and obligations with respect to the Software and Documentation. Except as expressly set in this EULA, the Licensor is bound by no other conditions, warranties, representations, guarantees, or other terms, whether express or implied.
- 11.2 To the fullest extent permitted by law, any warranties, representations, guarantees, or other terms which may be implied or otherwise incorporated into this EULA whether by statute, common law, or otherwise, are hereby excluded.
- 11.3 In particular, the Licensor does not warrant that the Software or the Documentation will meet your particular requirements or that the operation of the Software will be uninterrupted or error-free [(subject to the limited warranty in Clause 9)]. It is your responsibility to ensure that the Software as described in the Documentation (and the Documentation itself, where appropriate) meets your requirements.

12. Changes to this EULA

- 12.1 The Licensor reserves the right to amend the terms and conditions of this EULA at any time on written notice to you. You will be notified of such changes by an authorised email.
- 12.2 By continuing to use the Software and Documentation following receipt and service of notice of such changes as described above, you shall be deemed to have accepted the changes to this EULA.
- 12.3 If you do not accept the changes to this EULA, you must immediately stop all actions permitted under this EULA including, but not limited to, using the Software and Documentation.

13. Term and Termination of this EULA

- 13.1 This EULA is effective until terminated. You may terminate it at any time by fully removing the individual user access, deleting the associated data, or devices in your possession or control and deleting or destroying all copies of the Software and Documentation in your possession or control.
- 13.2 The Licensor reserves the right to terminate this EULA immediately on written notice to you in the event that you commit a material or persistent breach of this EULA and (if the breach is capable of remedy) fail to remedy the breach within 14 calendar days after the service of a written notice from the Licensor requiring you to do so.
- 13.3 In the event that this EULA is terminated for any reason:
 - a) All rights granted to you by this EULA shall discontinue;
 - b) You must immediately stop all actions permitted under this EULA including, but not limited to, using the Software and Documentation;
 - c) You must immediately and fully uninstall, delete, or otherwise remove the Software from any and all computers or devices in your possession; and
 - d) You must immediately delete, destroy, or return to the Licensor (at the Licensor's option) all copies of the Software and Documentation in your possession or control [and, where the Licensor requires the deletion or destruction of such copies, you must certify to the Licensor that you have done so].

14. Privacy and Data Protection

- 14.1 All personal data that the Licensor may use will be collected, processed, and held in accordance with the provisions of UK data protection legislation and your rights and the rights of Authorised Users thereunder.
- 14.2 For complete details of the Licensor's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, personal data sharing (where applicable), details of your rights and the rights of Authorised Users and how to exercise those rights please refer to the Licensor's Privacy documents.
- 14.3 Data Privacy Notice will provide exact details of data collected and its retention policy.

15. Notices

- 15.1 All notices under this EULA shall be in writing and be deemed duly given if signed by,

or on behalf of, a duly authorised officer of the party giving the notice.

15.2 All notices sent to you by the Licensor will be sent by email or to the address provided by you when you agree the software agreement licenses.

15.3 Notices shall be deemed to have been duly given:

- a) When delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
- b) When sent, if transmitted by email and a successful transmission report or return receipt is generated; or
- c) On the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
- d) On the tenth business day following mailing, if mailed by airmail, postage prepaid.

16. **Assignment**

16.1 The Licensor may transfer its rights and obligations under this EULA to another party at any time. Your rights as the Licensee under this EULA will not be affected by such a transfer.

16.2 This EULA and the licence granted to you under it are personal to you. Except where expressly permitted under this EULA, you may not transfer your rights and obligations under this EULA to another party without the Licensor's prior written consent.

17. **No Waiver**

No failure or delay by either party to this EULA in exercising any of its rights under this EULA shall be deemed to be a waiver of that right, and no waiver by either party to this EULA of a breach of any provision of this EULA shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

18. **Entire Agreement**

18.1 This EULA and any other document specifically referred to herein contains the entire agreement between the Licensor and Licensee with respect to its subject matter.

18.2 This EULA supersedes and extinguishes any and all previous agreements, representations, warranties, promises, assurances, and understandings between the Licensor and Licensee relating to its subject matter.

19. **Severance**

In the event that one or more of the provisions of this EULA is or are found to be unlawful, invalid, or otherwise unenforceable, that or those provision(s) shall be deemed severed from the remainder of this EULA. The remainder of this EULA shall be valid and enforceable.

20. **Law and Jurisdiction**

20.1 This EULA (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.



- 20.2 Any dispute, controversy, proceedings or claim between the Parties relating to this EULA (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

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