PLEASE READ THESE END USER LICENCE TERMS CAREFULLY

BY USING THE APP OR THE SERVICES YOU AGREE TO THIS EULA. IF YOU DO NOT AGREE TO THIS EULA, PLEASE DO NOT USE THE APP OR THE SERVICES.

Who we are and what this EULA does

This end user licence agreement ("**EULA**") constitutes a legal agreement between "**you**", the end user, and CoPerceptuo Limited, a company registered in England and Wales under company number 13935705 ("**we**", "**us**" or "**our**"), for the use of the App and the Services.

In addition, if you are acting on behalf of a company, organisation, institution or other type of entity, all terms that apply to you also apply to such entity, and you represent that you have the authority to enter into this EULA on behalf of such entity.

In this EULA, the following terms have the following meanings:

- "**App**" means the 'CoPerceptuo' application software owned and operated by us, together with any updates or supplements to it.
- "**App Content**" means the content we make available to you through your use of the App and Services, such as attribute questions, how these questions are scored to provide spider charts, survey questions, data models and any goals, objectives, key results, measures or charts you consume through the App or the Services**.**
- "**Content**" means App Content and/or Partner Context (as applicable).
- "**Partner**" means someone other than us or a user of the Services that has provided content for others to consume**.**
- **"Partner Content"** means the App Content Partners make available to you through your use of the App and Services.
- "**Services**" means any services you use as part of engaging with the App and the Content we provide to you through it, such as support services or additional advisory services**.**

The App may be provided as part of the Services provided or as part of testing. In the event that you cease to have a subscription to our App or Services, you will no longer have access to the App.

By using the Services, you agree to be bound by the terms of this EULA as set out below and by our privacy policy. If you do not agree to the terms of this EULA and to the Privacy Policy, you may not use the Services or the App.

Your Privacy

We only use any personal data we collect through your use of the App, Content and the Services in the ways set out in our privacy policy.

Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the App or the Services may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

Aggregated data provided to the App may be anonymised and re-purposed to provide additional services in the future, such as benchmarking and market trend analysis. The data provided will in no way be attributable to the providing organisation or provide the opportunity for any organisation being identified as the source.

Operating System Requirements

This App requires internet access and the latest browser to successfully operate.

Support for the App and how to tell us about problems

Contacting us (including with complaints). If you think the App, Services or Content are faulty or misdescribed or wish to contact us for any other reason, please email contact@coperceptuo.com or call us on 0161 513 4207.

Changes to this EULA

We may need to change this EULA from time to time to reflect changes in law or best practice or to deal with additional features which we introduce. We will give you at least 30 days' notice of any change by sending you written communication with details of the change or notifying you of a change when you next start the App.

If you do not accept the notified changes you may continue to use the App, the Services and the Content in accordance with the existing EULA, but certain new features may not be available to you.

Update to the App and changes to the Services

From time to time we may automatically update the App and change the Services or Content to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we may ask you to update the App for these reasons.

If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App and the Services.

We may collect technical data about your device

By using the App or any of the Services, you agree to us collecting and using technical information about the devices you use the App on and related

software, hardware, and peripherals to improve our products and to provide any Services and Content to you.

We are not responsible for other websites you link to

The App, the Services or Content may contain links to other independent websites or applications which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

Use of Partner Content through the App

At times you may access Partner Content through the App. Whilst we take measures to check and ensure Partner Content is suitable, accurate and insightful, we cannot take responsibility for the accuracy of the Partner Content provided through the App. All advice, insights and information provided through the App is the responsibility of the Partner and any inaccuracies, issues or complaints must be taken up with the Partner in scope of providing the Partner Content.

All Partner Content is proprietary to that Partner and as such, they hold the intellectual property rights to that Partner Content under copyright. Partner Content must not be plagiarised, copied, reused or passed off as your own or sub charged to others. If you or any user of the App or Services through your account is found to be in breach of these licence restrictions, such as by copying and reusing Partner Content outside of the App, your right to use the App may be immediately terminated without refund or liability and we will notify the Partner.

Use of 3rd party AI Services

Our platform integrates with third-party AI services, such as OpenAI's ChatGPT, to provide advanced data insights, risk assessments, and suggestions of next steps or recommendations based on customer-provided data. By using the platform, you consent to the secure and anonymised processing of insights generated from your data by these AI services. While we ensure high security and compliance standards, AI-generated insights are advisory and provided "as-is," without any guarantee of accuracy, completeness, or fitness for a specific purpose. You assume full responsibility for decisions made based on these insights or any insights provided for that matter from within the platform.

We retain ownership of any enhancements or modifications made to the platform, while your data remains your property. We disclaim liability for any

damages, losses, or risks arising from the use of AI-generated insights. By agreeing to this EULA, you indemnify us against any claims or legal actions related to your use of AI-powered functionality.

Licence restrictions

We grant you a non-exclusive, non-transferrable, royalty-free licence to use the App and the Services.

You agree that you will:

- except in the course of permitted sharing, not rent, lease, sub-license, loan, provide, or otherwise make available, the App, Content or Services in any form, in whole or in part to any person without prior written consent from us or the Partner providing the Partner Content;
- not copy the App, Content or Services, except as part of the normal use of the App;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, Content or Services nor permit the App, Content or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App, Content and the Services on devices as permitted in this EULA;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App, Content or the Services nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App or Content to obtain the information necessary to create an independent program that can be operated with the App, Content or with another program ("**Permitted Objective"**), and provided that the information obtained by you during such activities:
- unless we or the Partner gives its prior written consent, Content must not be disclosed or communicated to any third party to whom it is not necessary to disclose or communicate it to in order to achieve the Permitted Objective; and
- is not used to create any software that is substantially similar in its expression to the App and/or Content;
- is kept secure; and
- is used only for the Permitted Objective;
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App, Content or the Services.

Acceptable use restrictions

You must:

- not use the App, Content or the Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, Content, or the Services, or any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of the App, Content or the Services, including by the submission of any material (to the extent that such use is not licensed by this EULA);
- not transmit any material that is defamatory, offensive, or otherwise objectionable in relation to your use of the App, Content or the Services;
- not use the App, Content or the Services in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- not collect or harvest any information or data from the App, the Content, or the Services or our systems or attempt to decipher any transmissions to or from the servers running the Services.

Intellectual property rights

All intellectual property rights in the App, Content, and the Services throughout the world belong to us (or our licensors) and the rights in the App, Content and the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the App, Content or the Services other than the right to use them in accordance with this EULA.

Your responsibilities

When using the App, Content and the Services, you may from time to time input your own data. This is so you may generate reporting from the App against the Content provided.

You understand that the output from the App or Content is only as accurate as the data you originally input. This means that output from the App may be impacted by you inputting inaccurate data.

We are not responsible for the accuracy or validity of results where the underlying inputted data is inaccurate or incomplete.

Our responsibility for loss or damage suffered by you

Nothing in this EULA will limit or exclude any liability for death or personal injury resulting from negligence, limit or exclude any liability for fraud or fraudulent misrepresentation, or limit or exclude any liabilities in any way that is not permitted under applicable law.

We shall not be liable for any indirect, consequential, or special loss. Our liability to you under this EULA shall, in no case, exceed the value of fees paid by you in the 12 months preceding a claim.

We are not liable for business losses. When you use the App, the Services or Content for any commercial or business purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. For the avoidance of doubt, this means that we are not liable for any loss of profit, revenue or any other loss that arises based on calculations arising from the App, Content or the Services where the App, Content or the Services has been used incorrectly or the information inputted is found to be erroneous.

We are not responsible for events outside our control. If our provision of the App, Content or Services or support for the App, Content or Services is delayed by an event outside of our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us and receive a refund for any Content or Services you have paid for but not received.

Upon using the App in the early stages of its lifecycle, you accept that functionality issues may occur and we will not be liable to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. For the avoidance of doubt, this means that we are not liable for any loss of profit, revenue or any other loss that arises based on functionality issues arising within the App or Content provided through the App.

We may end your rights to use the App and the Services if you breach this EULA

We may end your rights to use the App, Content and Services at any time by contacting you if you have breached this EULA. If what you have done can be put right, we will give you a reasonable opportunity to do so.

If we end your rights to use the App, Content and Services, you must stop all activities authorised by this EULA, including your use of the App, Content and the Services.

We may transfer this EULA to someone else

We may transfer our rights and obligations under this EULA to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this EULA.

You need our consent to transfer your rights to someone else

You may only transfer your rights or your obligations under this EULA to another person if we agree in writing.

No rights for third parties

This EULA does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this EULA.

If a court finds part of this EULA illegal, the rest will continue in force

Each of the paragraphs of this EULA operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing this EULA, we can still enforce it later

Even if we delay in enforcing this EULA, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under this EULA, or if we delay in taking steps against you in respect of your breaching this EULA, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

Which laws apply to this EULA and where you may bring legal proceedings

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. The courts of England and Wales have exclusive jurisdiction over any dispute, or claim connected with this EULA.