

OPERATE WITH INSIGHT™



TERMS & CONDITIONS

1. Definitions

In these terms and conditions: "**Agreement**" means the subscription agreement together with these Terms and Conditions, the Additional Terms, and any applicable Standard Terms. "**Additional Terms**" means the additional terms agreed to in writing and signed by us and you. "**Confidential Information**" means any non-public information disclosed by one party to the other under this Agreement, whether written, oral, electronic, or other forms, marked as confidential or reasonably understood to be confidential. "**Data**" means any data generated or collected by the Product during its operation that relates exclusively to your use of the Product, including but not limited to usage metrics, system performance, and environmental monitoring information, excluding any data unrelated to you or aggregated data derived from multiple customers. "**Intellectual Property Rights**" means all copyrights, database rights, patents, trademarks, and all other intellectual property rights, whether registered or unregistered, anywhere in the world. "**Product**" means the Aireavu software, associated hardware (including but not limited to sensors and devices), dashboard interface, any updates, and services provided under this Agreement. "**Subscription Fee**" means the fee payable for the initial term, as specified in the subscription form. "**Renewal Subscription Fee**" means the fee payable annually upon renewal of this Agreement. "**Term**" means the duration of this Agreement, as set out in clause 8.1. "**We**" means Block Dox Ltd t/a Aireavu or its authorised affiliate identified as the supplier of the Product. "**You**" means the purchaser of the Product identified on the subscription form, including your authorised employees or representatives.

2. Application

This Agreement governs the provision of the Product, including the software, hardware, and dashboard interface, by us to you during the Term and supersedes any prior agreements or representations unless expressly incorporated herein.

3. Intellectual Property Rights

- 3.1. You acknowledge that all rights, title, and interest in the Product, including all Intellectual Property Rights, are owned by us or our licensors. You acquire no ownership rights in the Product under this Agreement.
- 3.2. You must not:
 - 3.2.1. Reverse engineer, decompile, disassemble, or attempt to derive the source code of the Product.
 - 3.2.2. Create derivative works of the Product without our prior written consent.
 - 3.2.3. Modify, tamper with, or attempt to reverse engineer any hardware provided as part of the Product.
- 3.3. Any feedback or suggestions you provide regarding the Product may be freely used by us for product improvement without further obligation or compensation.

4. Licence

- 4.1. We grant you a non-exclusive, non-transferable, revocable licence to use the Product, including the hardware and dashboard interface, solely for its internal business purposes during the Term.
- 4.2. We reserve the right to revoke or restrict your access to the Product at our sole discretion if you breach any terms of this Agreement.
- 4.3. You may not use the Product for third parties unless expressly authorised by us in writing.

5. Permitted Use

- 5.1. The Product, including its hardware and dashboard interface, is for your exclusive use. You must not:
 - 5.1.1. Sell, sublicense, distribute, or make the Product available to third parties.
 - 5.1.2. Reproduce, modify, or use the Product in ways not expressly permitted by this Agreement.
 - 5.1.3. Interfere with or attempt to repair any hardware without our prior written approval.
- 5.2. You must use the Product strictly in accordance with our operational and safety guidelines. Any deviation from these guidelines absolves us from liability.
- 5.3. You are responsible for maintaining any hardware provided as part of the Product in accordance with our guidelines. Damage resulting from improper use or unauthorised modifications will result in additional charges and may void any warranty.
- 5.4. The Product must only be used in regions or jurisdictions where its use complies with applicable local laws and regulations. You are responsible for ensuring compliance with such requirements.

6. Payments and Renewals

- 6.1. The Subscription Fee is payable annually in advance and is non-refundable under any circumstances. The Renewal Subscription Fee is also payable annually in advance on each anniversary of the Agreement.
- 6.2. We may adjust the Renewal Subscription Fee at our sole discretion by providing at least 30 days' written notice before the renewal date.
- 6.3. If you fail to pay any amount when due, we may immediately suspend your access to the Product without notice. Interest on overdue amounts will be charged at a rate of 5% per annum above the Bank of England base rate, calculated daily from the due date until payment is made in full.

- 6.4. Additional fees may apply for the replacement of damaged hardware, recalibration, or for extended warranties on hardware components. Such fees are determined solely by us.

7. Data Ownership, Protection, and Usage

- 7.1. You acquire ownership of all Data generated by the Product during its operation that relates exclusively to your use of the Product. We will treat this Data as confidential information and will not disclose it to third parties without your prior written consent, except as provided in this Agreement.
- 7.2. We will comply with applicable data protection laws, including the UK GDPR and Data Protection Act 2018, in relation to any personal data processed under this Agreement.
- 7.3. We will implement appropriate technical and organisational measures to safeguard Data collected and generated by the Product, protecting it against unauthorised access, loss, or misuse.
- 7.4. We may use the Data for the following purposes:
 - 7.4.1. Improving the performance, functionality, and reliability of the Product.
 - 7.4.2. Providing maintenance, diagnostics, and support services to you.
 - 7.4.3. Conducting training for our personnel.
 - 7.4.4. Developing anonymised or aggregated data sets for research, benchmarking, and reporting purposes.
 - 7.4.5. Ensuring compliance with regulatory requirements.
- 7.5. We will ensure that any Data used for purposes beyond the operation of the Product is anonymised or aggregated so that it cannot be attributed to the Licensee.
- 7.6. You acknowledge that anonymised or aggregated Data derived from the Product may be retained by us indefinitely and used for our legitimate business purposes.

8. Term and Termination

- 8.1. This Agreement shall have an initial term of three (3) years, unless otherwise agreed in writing. The Agreement will automatically renew for successive one-year terms unless terminated in accordance with this clause.
- 8.2. We may terminate this Agreement by providing three (3) months' written notice prior to the expiry of the Term or any renewal term. You may terminate by providing six (6) months' notice before the renewal date.
- 8.3. We may terminate this Agreement immediately upon notice if you:
 - 8.3.1. Commit a material or repeated breach of this Agreement.
 - 8.3.2. Become insolvent or subject to bankruptcy proceedings.

- 8.4. Upon termination, you must immediately cease using the Product, return all hardware, and destroy or return all software copies.
- 8.5. You are responsible for returning the hardware in good working condition, subject to reasonable wear and tear. Any damages or delays in return will result in additional charges determined at our discretion.

9. Warranties and Disclaimer

- 9.1. We warrant that the hardware will be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery. This warranty is limited to physical defects and does not cover software or improper use.
- 9.2. We are not responsible for any damage to hardware caused by "force majeure" events, including but not limited to natural disasters, acts of government, or other circumstances beyond our control.
- 9.3. The Product is provided "as is," and we disclaim all implied warranties of merchantability, fitness for a particular purpose, and non-infringement to the maximum extent permitted by law.

10. Limitation of Liability

- 10.1. To the extent permitted by law, our total liability under this Agreement, whether in contract, tort, or otherwise, shall not exceed the total fees paid by you in the 12 months preceding the claim.
- 10.2. We shall not be liable for indirect, consequential, or special damages, including loss of profits, data, or business opportunities.
- 10.3. We are not responsible for damages arising from unauthorised modifications, improper use of the Product, failure to comply with our guidelines, or software malfunctions or downtime.
- 10.4. The cap on liability outlined in clause 10.1 applies cumulatively across all claims arising under this Agreement.

11. Force Majeure

- 11.1. We shall not be liable for failure to perform its obligations under this Agreement due to events beyond our reasonable control, including natural disasters, acts of government, or other force majeure events.

12. Notices

- 12.1. Notices under this Agreement must be sent to the addresses specified in the subscription form or as updated by the parties. Notices sent by recorded delivery are deemed received two (2) business days after posting.

13. No Assignment

- 13.1. You may not assign or transfer this Agreement without our prior written consent. Any unauthorised assignment is null and void.

14. Severability

- 14.1. If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall continue in full force and effect.

15. Governing Law and Dispute Resolution

- 15.1. This Agreement shall be governed by and construed in accordance with the laws of England and Wales.
- 15.2. Any disputes arising under this Agreement shall first be resolved through good-faith negotiation. If unresolved, the dispute shall be submitted to mediation before resorting to court proceedings in the courts of England and Wales.

Aireavu is a trading name of Block Dox Ltd. Company Number 08649646. Registered Office: 86-90 Paul Street, London, England, EC2A 4NE.

For more information, please contact:

Nic Shulman

e: nic@aireavu.com

Duncan Coombs

e: duncan@aireavu.com

T: +44 (0)800 069 8188

www.aireavu.com