

PLEASE READ CAREFULLY BEFORE DOWNLOADING OR STREAMING THE SOFTWARE FROM THIS WEBSITE.

This end-user licence agreement (EULA) is a legal agreement between you (End-user or you) and MAJENTA PLM LIMITED of Majenta House, Coptfold Road, Brentwood, Essex CM14 4BS (Licensor, us or we) for the licence of a mobile application or software (Software) and any associated media and any electronic documents which are provided with the Software (Documents) that you have downloaded at the Website/Appstore (defined below).

We license use of the Software and Documents to you on the basis of this EULA and subject to any rules or policies applied by any mobile application provider or software provider or operator (Website/Appstore Rules) from whose site (Website/Appstore) the End-user downloaded the Software from (Download Page). Such Website/Appstore Rules can be found here [\[LINK\]](#).

We do not sell the Software or Documents to you. We remain the owners of the Software and Documents at all times.

IMPORTANT NOTICE:

BY DOWNLOADING THE SOFTWARE FROM THE DOWNLOAD PAGE OR CLICKING ON THE "ACCEPT" BUTTON BELOW YOU AGREE THAT THE TERMS OF THIS LICENCE WILL BIND YOU. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, WE WILL NOT LICENSE THE SOFTWARE AND DOCUMENTS TO YOU AND YOU MUST STOP THE DOWNLOADING PROCESS NOW. IN THIS CASE THE DOWNLOADING PROCESS WILL TERMINATE.

You should print a copy of this EULA for future reference.

1. INTERPRETATION

- 1.1. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.2. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.3. Any words following the terms including, include, in particular or for example or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.
- 1.4. Clause headings do not affect the interpretation of this agreement.
- 1.5. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

AGREED TERMS

2. ACKNOWLEDGEMENTS

- 2.1. The terms of this EULA apply to the Software or any of the services accessible through the Software (Services), including any updates or supplements to the Software or any Service, unless they come with separate terms . If any open-source software is included in the Software or any Service, the terms of an open-source licence may override some of the terms of this EULA.
- 2.2. We may change these terms at any time by notifying you of a change when you next start the Software or log onto the Website/Appstore. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the Services.
- 2.3. From time to time updates to the Software may be issued through the Website/Appstore. Depending on the update, you will not be able to use the Services until you have downloaded or streamed the latest version of the Software and accepted any new terms. **We reserve the right to charge an additional fee for any update.**
- 2.4. Any **new versions of the Software (New Versions)** will incur an additional charge which will be stated in the Download Page. A version will be treated as a New Version where it contains such significant differences (as determined in our sole discretion) from the previous versions as to be generally accepted in the market place as constituting a new product.
- 2.5. You will be assumed to have obtained permission from the owners of any Devices (defined below) that are controlled, but not owned, by you to download or stream the Software to. Devices mean any computer system, mobile telephone, tablet or any other similar equipment which allows for the downloading or streaming of this Software. You and they may be charged by your and their service providers for internet access on the Devices. You accept responsibility in accordance with the terms of this EULA for the use of the Software or any Service on or in relation to any Device, whether or not it is owned by you.
- 2.6. The terms of our privacy policy from time to time, available at [] (Privacy Policy) are incorporated into this EULA by reference. Additionally, by using the Software or any Service, you, and any individual user of the Software, acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using the

Software or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

- 2.7. By using the Software or any of the Services, you consent to us collecting and using technical information about the Devices and related software, hardware and peripherals for Services that are internet-based or wireless to improve our products and to provide any Services to you.
- 2.8. Certain Services will make use of location data sent from the Devices. You can turn off this functionality at any time by turning off the location services settings for the Software on the Device. If you use these Services, you consent to us and our affiliates' and licensees' transmission, collection, retention, maintenance, processing and use of your location data and queries to provide and improve location-based and road traffic-based products and services. You may withdraw this consent at any time by turning off the location services settings in your settings.
- 2.9. The Software or any Service may contain links to other independent third-party websites (Third-party Sites). Third-party Sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make your own independent judgement regarding your interaction with any Third-party Sites, including the purchase and use of any products or services accessible through them.
- 2.10. The Software requires a device with the minimum amount of memory, internet access and any operating system which is specified on the Download Page.

3. GRANT AND SCOPE OF LICENCE

- 3.1. In consideration of you agreeing to abide by the terms of this EULA, we grant you a non-transferable, non-exclusive licence to use the Software on the Devices, subject to these terms, the Privacy Policy, any terms of any third party software licence used with the Software and the Website/Appstore Rules, incorporated into this EULA by reference. We reserve all other rights.
- 3.2. You may download or stream the Software on to the number of Devices that you have specified or requested on the Download Page.

4. PAYMENT

- 4.1. The purchase price for the Software is stated on the Download Page (Purchase Price).

- 4.2. Any updates and/or New Version of the Software may incur further fees as detailed at clauses 2.3 and 2.4.

5. LICENCE RESTRICTIONS

- 5.1. Except as expressly set out in this EULA or as permitted by any local law, you agree:
- 5.1.1. not to copy the Software or Documents except where such copying is incidental to normal use of the Software, or where it is necessary for the purpose of back-up or operational security;
 - 5.1.2. not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software or Documents;
 - 5.1.3. not to make alterations to, or modifications of, the whole or any part of the Software, or permit the Software or any part of it to be combined with, or become incorporated in, any other programs unless the Software has been provided with the intention by us of it being combined or incorporated with another programs;
 - 5.1.4. not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Software or attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988), and subject to clause 5.1.3 above, where such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by you during such activities:
 - (a) is used only for the purpose of achieving inter-operability of the Software with another software program;
 - (b) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
 - (c) is not used to create any software that is substantially similar to the Software;
 - 5.1.5. to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software permitted under clause 3.2 above;
 - 5.1.6. to include our copyright notice on all entire and partial copies you make of the Software on any medium;

- 5.1.7. not to provide or otherwise make available Software in whole or in part (including object and source code), in any form to any person without prior written consent from us; and
- 5.1.8. to comply with all technology control or export laws and regulations that apply to the technology used or supported by the Software or any Service (Technology),
- 5.1.9. that where we are providing Software which is intended to integrate with existing Software that you may be required to follow additional instructions and agree to additional terms as specified on the Download Page or as specified on the Website/Appstore.

together Licence Restrictions.

6. ACCEPTABLE USE RESTRICTIONS

6.1. You must:

- 6.1.1. not use the Software or any Service 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, including viruses, or harmful data, into the Software, any Service or any operating system;
- 6.1.2. not infringe our intellectual property rights or those of any third party in relation to your use of the Software or any Service, including the submission of any material (to the extent that such use is not licensed by this EULA);
- 6.1.3. not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Software or any Service;
- 6.1.4. not use the Software or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- 6.1.5. not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

together Acceptable Use Restrictions.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. You acknowledge that all intellectual property rights in the Software, the Documents and the Technology anywhere in the world belong to us or our

licensors, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software, the Documents or the Technology other than the right to use each of them in accordance with the terms of this EULA.

7.2. You acknowledge that you have no right to have access to the Software in source-code form.

8. LIMITED WARRANTY

8.1. Each party warrants that it has full capacity and authority, and all necessary licences, permits and consents to enter into this EULA.

8.2. Without limitation, we specifically deny any implied or express representation that the Software or Services will be fit:

8.2.1. to operate in conjunction with any Devices, hardware items or software products other than those that are identified in the Documentation as being compatible with the Software; or

8.2.2. to operate uninterrupted or error-free.

8.3. The Software is provided for general information purposes. Any services and Documents and content included in the Software do not offer advice on which you should rely. You should obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the Software. Although we make reasonable efforts to update the information included in the Software, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

8.4. We shall:

8.4.1. not be obliged to rectify any Defects to the Software where you have not purchased the New Version of the Software;

8.4.2. not be obliged to rectify any particular Defects if attempts to rectify such defects have been made by you without our permission.

8.5. Subject to clause 8.4 above any defect in the Software may be resolved solely at our discretion by either:

8.5.1. rectifying any Defect in a later version of the Software;

8.5.2. where, in our sale opinion, it is not possible to rectify the Defect a refund of the Purchase Price.

- 8.6. Defect is defined as an error in the Software that causes it to fail to operate substantially in accordance with the Software's specification as set out at the Download Page.
- 8.7. If you think the Software has a Defect you may contact us to report such Defects Monday to Friday (excluding public holidays) during normal office hours (9am - 5pm) using the following details:

9. LIMITATION OF LIABILITY

- 9.1. You acknowledge that the Software has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documents meet your requirements.
- 9.2. Nothing in this EULA shall limit or exclude our liability for:
 - 9.2.1. death or personal injury resulting from our negligence;
 - 9.2.2. fraud or fraudulent misrepresentation; and
 - 9.2.3. any other liability that cannot be excluded or limited by English law.
- 9.3. Subject to clause 9.2 we shall not in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty, howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:
 - 9.3.1. any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill;
 - 9.3.2. any loss or corruption (whether direct or indirect) of data or information;
 - 9.3.3. loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); and
 - 9.3.4. any loss or liability (whether direct or indirect) under or in relation to any other contract.
- 9.4. Subject to clause 9.2 our total aggregate liability in contract, tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement or any collateral contract shall be limited to the Purchase Price of the Software.

- 9.5. We recommend that you back up any content and data used in connection with the Software, to protect yourself in case of problems with the Software.

10. DURATION AND TERMINATION

- 10.1. This EULA comes into effect on the date the Software is downloaded and will terminate in accordance with this clause 10.
- 10.2. We may terminate this EULA immediately by written notice to you:
 - 10.2.1. if you commit a material or persistent breach of this EULA which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so;
 - 10.2.2. if you breach any of the Licence Restrictions or the Acceptable Use Restrictions; and
 - 10.2.3. by giving you [1 month's] notice if for any reason we are no longer able or wish, to provide the Software or Services.
- 10.3. On termination for any reason:
 - 10.3.1. all rights granted to you under this EULA shall cease;
 - 10.3.2. you must immediately cease all activities authorised by this EULA, including your use of any Services;
 - 10.3.3. you must immediately delete or remove the Software from all Devices, and immediately destroy all copies of the Software and Documents then in your possession, custody or control and certify to us that you have done so;
 - 10.3.4. we may remotely access the Devices and remove the Software from all of them and cease providing you with access to the Services.

11. COMMUNICATION BETWEEN US

- 11.1. If you wish to contact us in writing, or if any condition in this EULA requires you to give us notice in writing, you can send this to us by prepaid post to Majenta PLM Limited at Majenta House, Coptfold Road, Brentwood, Essex CM14 4BS. We will confirm receipt of this by contacting you in writing, normally by e-mail to the email address you provided when downloading the Software.
- 11.2. If we have to contact you or give you notice in writing, we will do so by e-mail.

12. EVENTS OUTSIDE OUR CONTROL

- 12.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this EULA that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks (Event Outside Our Control).
- 12.2. If an Event Outside Our Control takes place that affects the performance of our obligations under this EULA:
 - 12.2.1. our obligations under this EULA will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
 - 12.2.2. we will use our reasonable endeavours to find a solution by which our obligations under this EULA may be performed despite the Event Outside Our Control.

13. OTHER TERMS

- 13.1. You may only transfer your rights or obligations under this EULA to another person if we agree in writing.
- 13.2. If we fail to insist that you perform any of your obligations under this EULA, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations.
- 13.3. Each of the conditions of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 13.4. Please note that this EULA, its subject matter and its formation, are governed by English law. However, your use of the Software may also be subject to any other jurisdiction, local, state, national and international law, where the Software is used and/or purchased.

■ This agreement has been entered into on the date **the Software was downloaded**.