

TaCT EVALUATION KIT

LICENCE AGREEMENT AND TERMS OF USE

Please read these terms carefully as they apply to your use of the TaCT Evaluation Kit, together with any other ancillary services or hardware provided by us for this purpose.

By using the TaCT Evaluation Kit (or any other ancillary services or hardware provided by us) you shall be deemed to have agreed to these terms. If you do not agree to these terms, you may not use the TaCT Evaluation Kit for any purpose whatsoever.

DEFINITIONS

The following definitions apply within these terms:

App/Software: means the TaCT mobile application software and any other software, source code or object code residing in any Hardware or otherwise forming any other part of the TaCT Evaluation Kit, any data supplied with the App/Software, and any updates or supplements made by us to the App/Software, from time to time.

Confidential Information: confidential information disclosed by us (or on behalf) to you, relating to any element of the TaCT Evaluation Kit or the Objective including (but not limited to) operations, processes, product information, know-how, technical information, designs, trade secrets or software, source code, techniques, processes or algorithms owned by us, any information, findings, data or analysis derived from Confidential Information, and any other information that is identified as being of a confidential or proprietary nature.

Documentation: means any documentation supplied by us to you in connection with your use of the TaCT Evaluation Kit and any applicable Service, including any documentation containing Confidential Information.

Evaluation Fee: means any fee that we have stipulated in writing is payable in connection with your use of the TaCT Evaluation Kit and which you have agreed to pay.

Hardware: means any hardware supplied to you in order to utilise the App/Software, for the purpose of the Objective including (but not limited to) tags, anchors and Raspberry Pi servers.

Objective: evaluation of the App/Software by you, for use in your business.

Service: means the service you connect to via the App/Software, and the content we provide to you through it.

System: means any computer system or mobile device used by you to access the App/Software.

TaCT Evaluation Kit: means the App/Software, Documentation and Hardware supplied by us to you.

Trial Period: means any fixed duration of time that we have agreed with you in exchange for the Evaluation Fee, during which you may use the TaCT Evaluation

Kit for the purpose of the Objective (and where no such fixed period has been stipulated by us, such Trial Period shall be deemed to be indefinite).

we/us/our: we are Entotem Limited (t/a as Convert Technologies), a company registered in England and Wales with company number 08505500, whose registered office is at St Helen's House, King Street, Derby DE1 3EE.

LICENCE FOR USE

- 1.1 In consideration of the payment by you of the Evaluation Fee, we hereby grant you a non-transferable, non-exclusive licence to use the TaCT Evaluation Kit during the Trial Period, solely for the purposes of the Objective. You acknowledge and agree that the App/Software will, or may, automatically "time out" (that is to say, cease to operate) at the end of the Trial Period if you have not at that time accepted a full licence of the App/Software.
- 1.2 You may not copy, decompile, modify, reverse engineer, create or otherwise attempt to create derivative works out of any part of the TaCT Evaluation Kit without our written consent.
- 1.3 During the Trial Period this licence may be terminated immediately by us giving written notice to you if you are in breach of any of your obligations under these terms and conditions of use.
- 1.4 The licence may be terminated by you at any time during the Trial Period upon seven days' written notice. Upon termination by you and where you do not enter into a new agreement with us for the supply of any TaCT goods, services or products, you shall within two working days of our request return to us any Documentation or Hardware in your possession, together with all copies of all or part of the App/Software on any tangible medium and any documents containing any item of Confidential Information and shall completely delete all electronic copies of all or any part of the App/Software and/or Confidential Information resident in your System or elsewhere.
- 1.5 Save for death and personal injury caused by our negligence, we shall have no liability of any kind in any circumstances whatever to you in respect of the TaCT Evaluation Kit, greater than the limit set out in clause 1.7. In particular, we shall have no liability in any circumstances whatever for any data loss or corruption greater than that limit and you agree that you have sole responsibility for protecting your data during evaluation of the App/Software.
- 1.6 Save as set out explicitly elsewhere in these terms, no representations, conditions, warranties or other terms of any kind are given in respect of the TaCT Evaluation Kit, and all statutory warranties and conditions are excluded to the fullest extent possible.
- 1.7 In the event that we are found liable to you for any reason other than death or personal injury caused by our negligence, the sums payable to you in respect of such liability shall not in any circumstances exceed the Evaluation Fee.

2. NON-DISCLOSURE AND CONFIDENTIALITY OBLIGATIONS

- 2.1 In consideration of the disclosure by us to you of the App/Software and any Confidential Information for the purpose of the Objective (including any

Confidential Information residing within the App/Software, and/or forming part of the Hardware), you undertake that you will respect and preserve the confidentiality of the App/Software and the Confidential Information for a period of ten years after the date of such disclosure (subject to clause 2.3 below). You shall not without our prior written consent:

- (a) communicate or otherwise make available the Confidential Information or the App/Software to any third party; or
- (b) use the Confidential Information or App/Software for any commercial, industrial or other purpose other than the Objective; or
- (c) copy, adapt, or otherwise reproduce the Confidential Information or App/Software.

2.2 You may disclose the App/Software and Confidential Information or any part thereof, with our prior consent, to any of your employees who need access to the App/Software and the Confidential Information in connection with the Objective. In such an event you agree that you will ensure, before such disclosure, that the employee in question is made aware of the confidential nature of the App/Software and Confidential Information and understands that he or she is bound by conditions of secrecy no less strict than those set out in these terms. You agree to monitor the use of the App/Software and Confidential Information by these employees and to enforce their obligations of confidence at our request.

2.3 The obligations contained in this clause 2 shall not apply, or shall cease to apply, to such part of the Confidential Information as you can show to our reasonable satisfaction:

- (a) has become public knowledge other than through a fault of your own or that of your employee(s) to whom it has been disclosed in accordance with clause 2.2 above; or
- (b) was already known to you prior to its disclosure by us; or
- (c) has been received from a third party who neither acquired it in confidence from us, nor owed us a duty of confidence in respect of it.

3. PROPERTY RIGHTS

3.1 We are the absolute owner of the App/Software, Confidential Information and all related Documentation. You acknowledge that any disclosure of Confidential Information by us for the purpose of the Objective shall not confer upon you any intellectual property or other rights in relation to the TaCT Evaluation Kit, other than its right to use under clause 1.1.

3.2 Ownership of all complete or partial copies of the App/Software and related Documentation shall at all times remain with us.

3.3 If a third party notifies you of any claim that the use of the App/Software or Confidential Information infringes any right of a third party, you agree to immediately notify us. If any such claim is made to you or us, at our request you shall immediately cease use of the App/Software. If we are unable to

allow you to continue evaluation of the TaCT Evaluation Kit, the provisions of clause 1.3 shall apply.

4. TECHNICAL SUPPORT

- 4.1 If you want to learn more about the App/Software or the Service or have any problems using them, please contact us.
- 4.2 If you think any elements of the TaCT Evaluation Kit or the Services are faulty or misdescribed or wish to contact us for any other reason, please contact your designated customer service representative.
- 4.3 For the purpose of the Objective, and in consideration of the Evaluation Fee, we hereby agree to provide up to 15 hours of technical support and assistance to you in connection with the operation of the App/Software and Service, without additional charge.
- 4.4 We may otherwise agree to provide you with additional technical support and assistance in excess of this time limit, but we reserve the right to charge for that time, at such rates as we may notify to you, upon receiving any such request.
- 4.5 If we have to contact you we will do so by email, by telephone or by pre-paid post, using the contact details you have provided to us.

5. CHANGES TO THESE TERMS

- 5.1 We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce.
- 5.2 We will give you at least 30 days' notice of any change by sending you an email with details of the change or notifying you of a change when you next start the App/Software.
- 5.3 If you do not accept the notified changes you will not be permitted to continue to use the App/Software and the Service.

6. UPDATES TO THE APP/SOFTWARE AND CHANGES TO THE SERVICE

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

7. ASSIGNMENT

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

8. SEVERABILITY

Each of the paragraphs of these terms 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.

9. WAIVER OF RIGHTS

Even if we delay in enforcing these terms, we can still enforce them at a later date. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, 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.

10. GOVERNING LAW AND JURISDICTION

10.1 These terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

10.2 You irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms or their subject matter or formation (including non-contractual disputes or claims).