



## Datix2App End-User License Agreement - EULA

### **INTRODUCTION:**

Please read the terms and conditions of this End-User License Agreement ("License agreement") carefully before using the Datix2App mobile application as defined below. Century 21 Technologies Ltd ("C21T") under licence by SAVV S.r.l. ("SAVV") the software developer/manufacturer is willing to license the Datix2App mobile application to You as the individual, the company or the legal entity that will be utilizing the app (referenced below as "You" or "Your") only on the condition that You accept all of the terms of this License agreement. This is a legal and enforceable contract between You and C21T. By installing the application on your mobile device You agree to the terms and conditions of this License agreement.

### **LICENSING AND COPYRIGHT:**

The Datix2App mobile application, including any features, services and configuration files, and documentation, including any attached paper or electronic documentation (the "Documentation"), that accompany this License Agreement (collectively the "App") are the property of C21T or its licensors and are protected by copyright law. Although C21T continues to own the App, after Your acceptance of this License Agreement You will have certain rights to use the App during the Service Period. The "Service Period" shall begin on the date of activation of the App on Your mobile computing device – tablet or smartphone - (collectively the "Device") and shall last for the period of time set forth in the Documentation or sale documentation from C21T or the authorized distributor or reseller from which You obtained the App. The App may automatically deactivate and become non-operational at the end of the Service Period and You will not be entitled to receive any feature or content updates to the App unless the Service Period is renewed. Unless otherwise specified in writing in sale or accompanying documentation the Service period will have no expiration date (Perpetual License).

This License Agreement governs any releases, revisions, updates or enhancements to the App that C21T may make available to You. Except as may be modified by the Documentation, Your rights and obligations under this License Agreement with respect to the use of the App are as follows.

During the Service Period You may use the App on a single Device. If a greater number of copies and/or Devices is specified within the Documentation or sale documentation from C21T or the authorized distributor or reseller from which You obtained the App, You may use the App in accordance with such specifications.

You shall not, nor shall you permit any other person to,

- A. transfer Your rights in the App granted under this License Agreement to another person or entity;
- B. sublicense, rent or lease any portion of the App;
- C. reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the App or create derivative works from the App;
- D. use the App in any manner that is not permitted pursuant to this License Agreement or applicable law.

### **APP INSTALLATION AND ACTIVATION:**

There may be technological measures in this App that are designed to prevent unlicensed or illegal use. You agree that C21T may use these measures to protect C21T against software piracy. The App requires online activation. During activation You may be required to provide Your unique product code accompanying the App to verify the authenticity of the App. This product code is associated with a unique identifier of your Device such as IMEI code or Mac Address code. If You do not complete the activation the App may cease to function until activation is complete, at which time the App functionality will be restored.

### **PERSONAL DATA AND MULTIMEDIA CONTENTS:**

You are aware that the App may include features specific to position tracking, data collection (RFID/NFC tags or QR-Codes) and acquisition and transmission of multimedia contents such as text notes, images, audio and video files. You assure that the personal data transmitted through the use of the App will be obtained in a proper manner and in compliance with the law. By way of example You declare that You have satisfied the obligation to notify the process of tracking data to the Guarantor for the protection of personal data, that You have obtained any authorizations required from the competent authorities relating to the possible control of the worker, that You have obtained the consent of the person concerned for data processing in the cases where there is no legal exemption and that You have adopted all the necessary internal physical, logical and organizational security measures to avoid any unauthorized access, unpermitted processing or data processing that is in any case not compliant with current laws and regulations. You shall not use the App to transfer multimedia contents which are unlawful for You to possess or subject to third party copyright.



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### **LIMITED WARRANTY:**

C21T warrants that for a period of ninety (90) days from the date of delivery of the App from C21T ("Warranty period"), either on physical media or in electronic format, (i) the media on which the App is furnished will be free of defects in materials and workmanship under normal use and (ii) the App substantially conforms to its published specifications. You shall without undue delay notify C21T of any defect which appears and failure to do so shall mean that You lose the right to have the defect remedied. If a claim is received by C21T within the Warranty Period and only if C21T's testing and examination disclose that this claim is valid Your sole remedy and C21T's sole and exclusive liability shall be limited to, at C21T's sole discretion, (i) replacement of physical media or (ii) correction, so far as is reasonably practicable, of the App defect or (iii) replacement of the App with software product at least functionally equivalent to the software replaced or (iv) refund the purchase price for the App License.

### **WARRANTY EXCLUSIONS AND LIMITATIONS:**

The Limited App Warranty shall not apply: (A) if the alleged defect or malfunction of the App does not exist; (B) if the App has been subject to faulty and improper installation, configuration, maintenance, service, operational adjustments, repair, alteration and/or modification in any way that is not (a) covered in the documentation for the App or (b) carried out with C21T's prior consent in writing; (C) if the malfunction is caused by failure to follow the instructions covered in the documentation for the App or other specific instructions from C21T; (D) if the App (including without limitation configuration files and data) has been tampered with; (E) if the malfunction is caused by acts of God, misuse, abuse, negligence, accident, Device normal wear and tear and deterioration, unreasonable use, improper environmental conditions (including without limitation electrical surges, exposure of Device to water or heat, limited or unavailable cellular or Wi-Fi network) or lack of responsible care; (F) if the malfunction is caused by non-compliance with minimum requirements for the operation of the App; (G) if the malfunction is caused by Operating System bugs or failure to apply patches and fixes to the Operating System of the Device; (H) if the malfunction is caused by conflicting hardware and software products provided by third parties; (I) if the malfunction is caused by virus, malware, DoS (Denial of Service) or other cyber-attack; (L) if the App is not genuine or is operated with no Product Key or the Product Key is altered or counterfeit.

C21T MAKES NO WARRANTY THAT THE APP WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE APP WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ALL APP ERRORS WILL BE CORRECTED. C21T MAKES NO WARRANTY THAT THE APP WILL WORK WITH ANY DEVICE. ALTHOUGH C21T IS WILLING TO SUPPLY FROM SAVV, UPDATED AND DEVELOPED APPS IN REASONABLE TIME IN ORDER TO EXTEND COMPATIBILITY WITH MOST POPULAR MOBILE DEVICES AVAILABLE FROM TIME TO TIME ON THE MARKET, C21T DOES NOT ASSUME ANY OBLIGATION IN THIS RESPECT.

ALTHOUGH C21T BELIEVES THE INFORMATION INCLUDED IN THE DOCUMENTATION (INCLUDING WITHOUT LIMITATION, SALE DOCUMENTS, GUIDES, MANUALS, WHITE PAPERS AND KNOWLEDGE BASE) FOR THE APP IS ACCURATE, AND EVERY EFFORT HAS BEEN MADE TO ENSURE ITS ACCURACY AND COMPLETENESS, C21T MAKES NO WARRANTY ON THE ACCURACY AND TIMELINESS OF THIS INFORMATION.

THE WARRANTY AND REMEDIES PROVIDED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. IF LAWS UNDER SUCH JURISDICTIONS APPLY, THEN ALL EXPRESS AND IMPLIED WARRANTIES ARE LIMITED TO THE WARRANTY PERIOD IDENTIFIED ABOVE.

### **HIGH RISK ACTIVITIES:**

The App is not designed or intended for use in hazardous environments requiring fail safe performance, including by way of example but not limited to the case in which the App is used in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, life support machines, or any other application in which the failure of the App could lead directly to death, personal injury, or severe property damage ("High Risk Activities"). C21T expressly disclaims any express or implied warranty of fitness for High Risk Activities.



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### **FURTHER FEATURES OF THE APP:**

The App may include features useful, amongst other things, to monitor and reduce the health and safety risks of the person who uses or carries the Device ("Man-down features"). The man-down features may include (i) the automatic detection of loss of verticality and/or (ii) the automatic detection of prolonged immobility and/or (iii) the manually activated transmission of alert signals ("Panic or SOS"). The man-down features and alert reception modes available are covered in the documentation for the App.

If the App includes such man-down features, it is understood that (A) the App shall not guarantee the absolute certainty of the health and safety of the user of the Device in any condition, (B) the health and safety of the user of the Device shall not be entrusted solely to the operation of the App, (C) the operation of the App is also dependent on external factors which lie outside the direct control of C21T (including without limitation improper configuration of the App, unreasonable use of the Device or failure to follow the instructions covered in the documentation for the App and the Device, environmental conditions, limited or unavailable cellular or Wi-Fi network), (D) the Device shall be subject to periodic operation testing (including without limitation connectivity testing, verification of configuration files and data integrity) carried out by the user or, if applicable, by the person who is responsible of the health and safety service of the Company, Body or Organization that operates the App, (E) the App shall not be intended as a substitute for good working practices, (F) the App shall not be intended as a substitute for existing statutory policies and procedures in place to ensure the safety of workers and assess all possible risks.

### **LIMITATION OF LIABILITY:**

To the maximum extent permitted by applicable law, in no event shall C21T be liable to You or any third party for any direct, indirect, consequential, incidental, punitive or special damages whatsoever, without regard to cause or theory of liability (including without limitation damages incurred for loss of business profits or revenue, loss of privacy, loss of use of any computer or software, business interruption, loss of business information or other pecuniary loss) arising out of the use of the App, even if C21T has been advised of the possibility of such damages.

C21T shall not be liable for any unauthorized access to, or any corruption, erasure, theft, destruction, alteration or inadvertent disclosure of data information or content transmitted, received or stored caused by circumstances outside of C21T's control. C21T shall not be liable for the transmission of data information and voice calls on the cellular network given that this is subject to the cellular network coverage and the General Conditions governing the contract between who owns or operates the SIM Card and the mobile telecommunications service provider.

C21T shall not be liable for the transmission of data information on the IT infrastructure through which the App operates (including without limitation Wi-Fi/Intranet/Lan/VPN network) given that this lies outside the direct control of C21T

### **You should be aware that using the App for transmitting data and calling phone numbers may incur additional cost outside of the services of C21T**

These costs shall be wholly borne by who owns/operates the SIM card or Wi-Fi wireless network. It is the user's responsibility to periodically update the operating system of the Device.

**NOT WITHSTANDING THE FOREGOING, C21T's TOTAL LIABILITY FOR ALL CLAIMS UNDER THIS END-USER LICENSE AGREEMENT SHALL NOT EXCEED THE PRICE PAID FOR THE APP LICENSE. THESE LIMITATIONS ON THE POTENTIAL LIABILITIES HAVE BEEN AN ESSENTIAL CONDITION IN SETTING THE APP LICENSE PRICE.**



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### **GOVERNING LAW AND COMPETENT COURT:**

This End-User License Agreement is governed by and construed under the laws of the United Kingdom. Any disputes arising out of or in connection with such End-User License Agreement shall be settled exclusively by the courts of the United Kingdom.

The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this End-User License Agreement.

C21T reserves the right to change the terms of this End-User License Agreement at any time without prior notice.

**IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS CLICK THE "CANCEL" OR "NO" OR "CLOSE WINDOW" BUTTON OR OTHERWISE INDICATE REFUSAL, DO NOT INSTALL, DO NOT ACTIVATE AND DO NOT USE THE APP AND CONTACT YOUR VENDOR OR C21T CUSTOMER SERVICE.**

**IF THE APP HAS BEEN OBTAINED ELECTRONICALLY AND INSTALLED ON THE DEVICE BUT NOT ACTIVATED YET THEN YOU CAN INDICATE REFUSAL BY UNINSTALLING THE APP BEFORE ACTIVATION.**