

VISM END USER LICENSE AGREEMENT (EULA)

This End User License Agreement (“EULA”) is an agreement between You and Vism and governs Your use of and access to Vism’s proprietary App platform (the “Vism Platform”) and mobile application.

BY DOWNLOADING OR USING THE APP YOU AGREE TO THESE TERMS WHICH WILL BIND YOU. IF YOU DO NOT AGREE TO THESE TERMS DO NOT DOWNLOAD OR MAKE ANY USE OF THE APP.

1. DEFINITIONS

“You” and “Your” means the individual or legal entity licensing the App under this EULA.

“Use” and “Using” means to download, install, activate, access or otherwise use the App and Vism Platform.

“App” means the mobile application which provides you with access to the Vism Platform and any Upgrades made available to You and licensed to You by Vism.

“Documentation” means any documentation or other applicable materials for the App or the Vism Platform made available to You.

“Services” means the services made available through the Vism Platform you connect to via the App and the content and functionality made available through it.

“Upgrades” means all updates, upgrades, bug fixes, error corrections, enhancements and other modifications to the App.

2. WHO THESE TERMS APPLY TO

2.1 This EULA is applicable to anyone who uses the App or the Services.

2.2 By Using the App, or authorizing others to do so, You, agree to be bound by the terms of this EULA.

2.3 If You are entering into this EULA on behalf of an entity, You represent and warrant that You have the authority to bind that entity and all end users of the App and the Services. If You do not have such authority or You do not agree to the terms of the EULA, neither You nor any other users are permitted to use the App or the Services.

3. LICENSE

3.1 Subject to your compliance with this EULA, Vism grants You a revocable, personal, non-sublicensable, non-exclusive, non-transferable license to Use the object code versions of the App and the Documentation solely for Your internal business operations on one handheld device on which the App is installed.

3.2 You must only use the App as provided, in machine-readable object code, in accordance with this EULA and all applicable laws, rules and regulations.

3.3 Your right to Use the App begins on the date the App is made available for download or installation and continues until terminated in accordance with this EULA.

4. OWNERSHIP

4.1 Except for the limited license rights expressly granted in this EULA, Vism reserves all rights in and to the App and Documentation and any modifications thereto.

4.2 Vism or its licensors retain ownership of all intellectual property rights in and to the App and Documentation including copies, improvements, enhancements, derivative works and modifications thereof. Your rights to Use the App are limited to those expressly granted by this EULA. No other rights with respect to the App or any related intellectual property rights are granted or implied.

4.3 You acknowledge that You have no right to have Use or access the App in source code form other than as expressly provided in this License.

4.4 You undertake to: (a) treat as confidential and keep secret all confidential information contained or embodied in the App or; (b) effect and maintain adequate security measures to safeguard the App, Services and Documentation from access or use by any unauthorised person. Any breach of this clause may result in Your access to the App being suspended or permanently terminated in accordance with clause 14.

5. LIMITATIONS TO THE APP AND THE SERVICES

5.1 Please back-up content and data used with the App. We recommend that you back up any content and data used in connection with the App and Services, to protect yourself in case of problems with the App or the Service.

5.2 We may update and change the App and its look and features from time to time to reflect changes to our products, our users' needs and our business priorities. We do not guarantee that the App, the Services or any content on them, will always be available or be uninterrupted.

5.3 We may suspend or withdraw or restrict the availability of all or any part of the App or Services for business and operational reasons or any other reason without notice to you.

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5.4 We are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet and You acknowledge that access to the internet, mobile phone networks or other communication media necessary for the provision of Services or use of the App is inherently associated with risks including viruses, data security, piracy, availability of services and reliability of data transmission. We do not warrant that any of Service or App will be uninterrupted or error-free.

5.5 You agree to release us entirely from any claims, disputes, actions or proceedings arising from or connected to your interaction with any third party content available via our Services.

6. USER GENERATED CONTENT / UPLOADING CONTENT

6.1 Whenever you make use of a feature that allows you to upload content to the Services you must comply with the content standards set out in our Acceptable Use Policy. You warrant that you will comply with our standards and agree to be liable to us and indemnify us against any breach of this warranty.

6.2 We have the right to remove any content you post on our Services if, in our opinion, your content does not comply with the content standards set out in our Acceptable Use Policy.

6.3 To the extent permissible under applicable law, You agree not to: (i) decompile, disassemble, decrypt, reverse engineer the App or otherwise attempt to derive the source code for the App; (ii) modify, adapt or create any derivative works based on the App, Services or Documentation; (iii) sell, sublicense, lease, rent, loan, assign, convey or otherwise transfer the App or Documentation except as expressly authorized by this EULA; (iv) remove, modify or conceal any product identification, copyright, propriety, intellectual property notices, or other marks on or within the App; (v) Use the App on another device, unless expressly authorized by Vism in writing; (vi) copy the App or Documentation, except where such copying is incidental to normal Use of the App or where it is necessary for the purpose of back-up or operational security; (vii) disclose the results of any testing or benchmarking of the App to any third party without Vism's prior written consent or use such testing for the purpose of developing, or creating any App or Service that is in any way competitive with the App or Services; or (viii) provide or otherwise make available, the App in any form, in whole or in part (including, but not limited

to, program listings, object and source program listings, object code and source code) to any person without prior written consent from us.

6.4 You may allow the Use of the App and Services by third party service providers who have a need to do so in connection with their provision of outsourced services to You, provided that you shall always remain fully liable for any breach of the terms of this EULA by any such third parties.

7. THIRD PARTY SOFTWARE

Third Party Software may be embedded in the App and sublicensed directly to You under this EULA. Other third party software is provided to You subject to third party EULAs,

8. ACCEPTABLE USE RESTRICTIONS

You must: (i) not Use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example by hacking into or inserting malicious code, such as viruses or harmful or disruptive data, into the App, Service or any associated operating system; (ii) not infringe Vism intellectual property rights or those of any third party in relation to Your Use of the App or any Services; (iii) not transmit any material that is defamatory offensive or otherwise objectionable in relation to your use of the App or any Services; (iv) not use the App or any Services in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and (v) not collect or harvest any information or data from the Services or Vism systems or attempt to decipher any transmission to or from the servers running any Service.

9. UPGRADES

9.1 From time to time we may automatically update the App and change the Services 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

9.2 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 and the Services.

10. LIMITED WARRANTY AND DISCLAIMER

10.1 Vism will use commercially reasonable efforts to deliver to You App and Services free from any viruses, programs, or programming devices designed to modify, delete, damage or disable the App or Your data.

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10.2 Except as expressly set forth above, Vism and its licensors provide App and Services “as is” and expressly disclaim all warranties, conditions or other terms, whether express, implied or statutory, including without limitation, warranties, conditions or other terms regarding merchantability, fitness for a particular purpose, design, condition, capacity, performance, title, and non-infringement. Vism does not warrant that the App or Services will operate uninterrupted or error-free or that all errors will be corrected. In addition, Vism does not warrant that the App or any equipment, system or network on which the App is used will be free of vulnerability to intrusion or attack.

11. LIMITATION OF LIABILITY

11.1 In no event will Vism or its licensors be liable for the following, regardless of the theory of liability or whether arising out of the use or inability to use the App or Services or otherwise, even if a party been advised of the possibility of such damages: (a) indirect, incidental, exemplary, special or consequential damages; (b) loss or corruption of data or interrupted or loss of business; or (c) loss of revenue, profits, goodwill or anticipated sales or savings.

11.2 Any and all liability of Vism, its affiliates, officers, directors, employees, agents, suppliers and licensors collectively, to You, whether based in warranty, contract, tort (including negligence), or otherwise, shall not exceed the fees paid to Vism (if any) in respect to Your Use of the App in any calendar year. This limitation of liability for App is cumulative and not per incident. Nothing in this Agreement limits or excludes any liability that cannot be limited or excluded under applicable law.

12. PERSONAL DATA

We only use any personal data we collect through your use of the App and the Services in the ways set out in the Vism privacy policy <http://www.vism.io/legal/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 any Service may be read or intercepted by others, even if there is a special notice that a particular transmission encrypted.

13. TERMINATION OF LICENCE

13.1 If You breach the license limitations or restrictions in this EULA and if within ten 10 business days of Your receipt of a reasonably detailed written request to cure, You have not cured all breaches of license

limitations or restrictions, Vism may, with immediate effect, terminate the App licenses granted in this EULA without prejudice to any available rights and remedies in contract and for infringement.

13.2 We may terminate this agreement immediately by written notice to You for any reason. We may also suspend or permanently terminate your access to the App or the Services at any time without notice to You if in our opinion you have breached the terms of this agreement, the spirit of this agreement, or You are engaging in any activity which is damaging or potentially damaging to our business or other users.

13.3 In the event of termination you must immediately cease all activities authorised under these terms and immediately delete or remove the App and any copies of it from all devices in your control. We may remotely access your device and remove the App from your devices ourselves at any time.

14. CHANGES TO THESE TERMS

Vism may need to change these terms to reflect changes in law or best practice or to deal with additional features Vism introduce to this App or Services. Vism will give you at least 10 days’ notice of any change by sending you a notification with details of the change or notifying you of a change when you next start the App. If you do not accept the notified change you will not be permitted to continue to use the App and the Service. Upon termination or expiration of the license for any reason, Your right to use the App and Services ends and you must immediately delete the App and any copies of the App and any related materials in Your possession or control.

15. GENERAL

15.1 You shall not, without the prior written consent of Vism assign, transfer, charge, sub-contract or deal in any other manner with all or any of Your rights or obligations under this EULA.

15.2 Vism may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this EULA.

15.3 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.

15.4 If any provision (or part of a provision) of this EULA is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of

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it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

15.5 No failure or delay by Vism to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15.6 Except as expressly provided in this EULA, the rights and remedies provided under this EULA are in addition to, and not exclusive of, any rights or remedies provided by law.

16. GOVERNING LAW

16.1 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the laws of England and Wales, without reference to its conflict of laws principles.

16.2 The Parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).