

**PLEASE READ CAREFULLY BEFORE USING THE SOFTWARE**

This end-user licence agreement (**EULA**) is a legal agreement between you (**End-user** or **you**) and **JOULE DIGITAL SOLUTIONS LIMITED** a company incorporated in England with registered company number 11989911, whose registered office address is at 158 (2nd Floor) Buckingham Palace Road, London, SW1W 9TR. (**Licensor, us** or **we**) for:

- The browser-based fire safety management platform, , collectively known as TFS-COMPLIANCE™ (the **Cloud Software**);
- The mobile-based fire safety management platform user software application, collectively known as TFS-COMPLIANCE™ (the **App**) (each or both, as applicable, of the **Cloud Software** and the **App** together the **Software**); and
- Any documents provided by us in connection with the Software (the **Documents**).

This EULA is supplemental to the commercial licence agreement (**Commercial Licence**) entered into between us and the person by whom you have been authorised to use the Software and the Documents (**Commercial Licensee**). Your use of the Software and Documents shall be subject always to the terms of this EULA, and to the terms of the Commercial Licence, including your being, at all relevant times, a validly “Authorised User” within the meaning of the Commercial Licence. We do not sell the Software or Documents to you. We remain the owners of the Software and Documents at all times.

We keep this EULA under regular review. It may change and if it does, these changes will be posted on this page and, where you use our Software, notified to you via the Software platform when you next log on or access same, or otherwise notified to you by email. In respect of users of our Software, you will likely be required to read and accept the changes to continue your use of the Software.

This version one of this EULA was first uploaded on 4 June 2019 and historic versions can be obtained by contacting us.

**Operating System Requirements – Cloud Software:** To access and use the Cloud Software you will require a functioning hardware system, internet access, and software facilitating your access to a modern internet browser, namely, Google Chrome, Mozilla Firefox, Safari or Microsoft Edge in the latest three (3) versions.

**Operating System Requirements – The App:** To access and use the App you will require an Apple or Android equipped mobile device, operating within three (3) versions of the latest operating system and internet access or WiFi access where applicable.

**IMPORTANT NOTICE:**

- **ACCEPTANCE OF THIS EULA:** By clicking on the "Accept" button you agree to the terms of the licence which will bind you. The terms of the licence include, in particular, the privacy policy set out separately at <https://joule-group.com/general-commercial-software-licensing-terms/> and the limitations on liability in condition 6. If you do not agree to the terms of this licence, we will not license the Software and Documents to you and you must not click “Accept” or proceed to use the Software.
- **CHARGES FOR USE OF SOFTWARE:** You will **not be charged** for accessing or using the Software or the Documents. However, your access to and use of the Software and the Documents will be subject always to that access and use taking place in accordance with the terms and conditions of the Commercial Licence, including the payment of any fees by the Commercial Licensee.
- **APPSTORE RULES:** The ways in which you can use the App and the Documents may also be controlled by the rules and policies of the relevant app store from which you have downloaded them, and such rules and policies will apply in the event of any contradictions or inconsistencies between them and these terms.
- **YOUR AGE:** You must be 18 or over to accept this EULA and use the Software and Documents.

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

**AGREED TERMS**

**1. ACKNOWLEDGEMENTS**

- 1.1 The terms of this EULA apply to the Software and the Documents, and any of the services accessible through the Software (**Services**), including any updates or supplements to the Software or any Service. 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.
- 1.2 We may change these terms at any time by notifying you of a change when you next start to use the Software. The version of this EULA then in force will apply, and may be displayed on-screen and you may be required to read and accept it to continue your use of the Services.
- 1.3 You will be assumed to have obtained permission from the owners of any mobile or handheld devices on which the Software may be used (**Devices**), if not you, to download or stream a copy of the Software onto the Devices. 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. If you sell or dispose of any Device on which the Software is installed (if applicable), you must remove the Software from it.

- 1.4 The terms of our privacy policy from time to time, available at the link mentioned above (**Privacy Policy**) are incorporated into this EULA by reference and apply to any of your personal data which we may process as part of your use of the Software and Services. Additionally, by using the Software or any Service, you 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.
- 1.5 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.
- 1.6 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.
- 1.7 By using the Software or any of the Services, you agree to us collecting and using technical information about the Devices you use the Software on and related software, hardware and peripherals to improve our products and to provide any Services to you or the Commercial Licensee.
- 1.8 Certain Services available in App will make use of location data sent from your Device, as further outlined in the Privacy Policy. You can turn off this functionality at any time by turning off the location services settings for the App 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 products and services.
- 1.9 From time to time we may automatically update the Software or 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 Software for these reasons. 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 Software and the Services.
- 1.10 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.

## 2. GRANT AND SCOPE OF LICENCE

- 2.1 In consideration of you agreeing to abide by the terms of this EULA, we grant you a revocable, non-transferable, non-sublicensable and non-exclusive licence to use the Software and Services on the basis outlined below, subject to these terms, the terms of the Commercial Licence and the terms of the Privacy Policy for the relevant duration of the Commercial Licence. We reserve all other rights.
- 2.2 You may:
  - (a) access and use the applicable functions of the Software and Services, depending on the version licensed (as functionally contemplated within the Documents only) for the purposes of the Commercial Licensee's specific pre-programmed and determined safety inspection, compliance and risk management requirements only; and
  - (b) access and use the Documents to facilitate your use of the Software and Services for the above purposes only.

## 3. LICENCE RESTRICTIONS

Except as expressly set out in this EULA, or to the extent such acts or omissions cannot be restricted by applicable law, you agree:

- (a) 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;
- (b) not to rent, lease, sub-license, loan, provide, or otherwise make available the Software, the Services or the Documents, in any form, in whole or in part to any person without prior written consent from us;
- (c) not to translate, merge, adapt, vary or modify the whole or any part of the Software, Services or Documents, nor permit them or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the Software and the Services on devices as permitted in these terms;

- (d) 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 sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities:
    - (i) is not disclosed or communicated without our prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
    - (ii) is not used to create any software that is substantially similar in its expression to the Software;
    - (iii) is kept secure; and
    - (iv) is used only for the Permitted Objective;
  - (e) to include our copyright notice on all entire and partial copies you make of the Software on any medium; and
  - (f) to comply with all technology control or export laws and regulations that apply to the technology used or supported by any Service (**Technology**),
- together **Licence Restrictions**.

#### 4. ACCEPTABLE USE RESTRICTIONS

You must:

- (a) not use the Software or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA or the Commercial Licence, 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;
- (b) not use the Software or the Documents where you cease to be an “Authorised User” for the purposes of the Commercial Licence;
- (c) 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);
- (d) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Software or any Service;
- (e) not use the Software or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security (or those of our third-party suppliers or licensors) or interfere with other users; and
- (f) 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.

#### 5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 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 and the Commercial Licence.
- 5.2 You acknowledge that you have no right to have access to the Software in source-code form.

#### 6. LIMITATION OF LIABILITY – IMPORTANT – PLEASE READ CAREFULLY

- 6.1 [You acknowledge and accept that the Software and Services have not been developed or programmed specifically to meet your or the Commercial Licensee’s requirements, and that it is therefore your and the Commercial Licensee’s sole responsibility to ensure that the facilities and functions of the Software and Services meet such requirements. In particular, you acknowledge that the Software and Services simply provide a digital platform for allowing the Commercial Licensee to determine and set its own checks, standards, protocols or processes (collectively **Measures**) for safety inspection, compliance and risk management, and to monitor adherence to those Measures.
- 6.2 You acknowledge and accept that we have no liability or responsibility for ensuring that such Measures (as determined and set by the Commercial Licensee) are compliant with any applicable legal, regulatory or industry standards or requirements for the relevant safety inspection, compliance and risk management Measures in the country or jurisdiction within which you and the Commercial Licensee are based (the **Relevant Standards**), nor that such Measures are in any way adequate, complete, relevant and/or appropriate for the purposes for which they are intended, either at the time they are set or at any point in the future.

- 6.3** The nature of our Software is such that it attempts to assist the Commercial Licensee in minimising and mitigating risk (as noted above, by allowing it to set and monitor its own safety Measures), but results and outcomes cannot be in any guaranteed, and the event of any hazard and the outcomes of same are entirely outside of our control, and something for which you acknowledge and accept that we cannot and do not accept any liability or responsibility. The Commercial Licensee, and any of its sub-contractors, agents or representatives setting and signing off on the Measures, or generally operating the premises in respect of which the Measures have been set, are entirely responsible for same.
- 6.4** You acknowledge and accept that we do not and cannot warrant or represent that the Software and Services are compliant with any regulatory or legal requirements to which you or the Commercial Licensee may be subject, or which may be in any way relevant to the purposes for the Software may be used, including the Relevant Standards.
- 6.5** You further acknowledge and accept that we cannot be held responsible or liable for ensuring that all relevant Measures recommended or referred to through or via the Services are undertaken or followed, and that we are not responsible for human error and negligent or fraudulent data entry in relation to compliance with or adherence to such Measures. It is the sole responsibility of the Commercial Licensee to monitor and audit your use of the Services and ensure that the Measures are adhered to.
- 6.6** You also acknowledge that the use and interpretation of the Software and Services requires specialist skill and knowledge and that you have that skill and knowledge and undertake that you will exercise it and appropriate judgment when using the Software and Services.
- 6.7** Finally, you acknowledge that you and the Commercial Licensee are fully responsible and liable for making sure that all recommended Measures followed, as recommended by the Services. The Commercial Licensee is also responsible for ensuring that all relevant safety equipment or products to which the Software and Services relate are tracked and captured by the Software and Services (for example, all relevant fire extinguishers on-site), so as to ensure the full coverage of the Services across the Commercial Licensee's premises the subject of the Commercial Licence. The Commercial Licensee will be required to sign off a compliance sheet prior to roll out of the Software and Services by which it reviews the complete list of all safety equipment and products, and ensures that everything has been captured.
- 6.8** We only supply the Software and Documents to the Commercial Licensee, for your and any other "Authorised Users" use, and you agree not to use the Software and Documents for any resale purposes. To the extent permitted by law, we shall have no liability to you for any loss of profit, loss of business, business interruption, loss of business opportunity, loss of data or any special, indirect or consequential loss howsoever arising.
- 6.9** All dates given by us for the delivery of the Software or the provision of Services shall be treated as approximate only, and time shall not be of the essence for the purposes of this EULA. We shall not in any circumstances be liable for any loss or damage arising from any delay in delivery beyond such approximate dates. This EULA shall not prevent us from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this EULA.
- 6.10** You agree to indemnify and hold us harmless from and against any claim arising in respect of your use of the Software or Services, however arising, save where such claim arises as a direct result of our breach of the terms of this EULA.
- 6.11** Our maximum aggregate liability under or in connection with this EULA (including in respect of your use of the Software or any Services) whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to amounts actually paid by the Commercial Licensee to us under the Commercial Licence, in consideration of the granting of the EULA to you, in the 12 month period immediately preceding the date of the relevant claim.
- 6.12** Nothing in this EULA shall limit or exclude our liability for:
- (a) death or personal injury resulting from our negligence;
  - (b) fraud or fraudulent misrepresentation; and
  - (c) any other liability that cannot be excluded or limited by Northern Irish law.

## 7. TERMINATION

- 7.1** We may terminate this EULA immediately by written notice to you:
- (a) 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; or
  - (b) if you breach any of the Licence Restrictions or the Acceptable Use Restrictions.
- 7.2** This EULA shall terminate automatically upon the termination or expiry of the Commercial Licence for any reason.
- 7.3** On termination or expiry of this EULA for any reason:
- (a) all rights granted to you under this EULA shall cease; and
  - (b) you must immediately cease all activities authorised by this EULA, including your use of any Services.

## 8. COMMUNICATION BETWEEN US

- 8.1** 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 e-mail [info@joulegroup.com](mailto:info@joulegroup.com). We will confirm receipt of this by contacting you in writing, normally by e-mail.
- 8.2** If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your request for the Software.

## 9. EVENTS OUTSIDE OUR CONTROL

- 9.1** 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**).
- 9.2** If an Event Outside Our Control takes place that affects the performance of our obligations under this EULA:
- (a) 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
  - (b) 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.

## 10. THIRD PARTY AND OPEN SOURCE TERMS

Our Software may from time to time third party and open source software components which are subject to third party and open source licence terms. Accordingly, any terms and conditions set out at [www.Joule-group.com/opensource](http://www.Joule-group.com/opensource) shall apply to your use of the Software and Services in addition to the provisions set out elsewhere in this EULA.

## 11. OTHER IMPORTANT TERMS

- 11.1** We may transfer our rights and obligations under this EULA to another organisation, but this will not affect your rights or our obligations under this EULA.
- 11.2** You may only transfer your rights or obligations under this EULA to another person if we agree in writing.
- 11.3** 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. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 11.4** 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.
- 11.5** Please note that this EULA, its subject matter and its formation, are governed by Northern Irish law. You and we both agree that the courts of Northern Ireland will have non-exclusive jurisdiction.

This agreement has been entered into on the date you click "Accept" to signify that you have read and accept this EULA, and that you agree to be bound by its terms with respect to your use of the Software, Services and the Documents.