

Crowd Connected Services Terms & Conditions

Version 3.1, updated 18 November 2022

1. Acceptance of these terms

Your use of Crowd Connected's location services is governed by these terms and conditions. Submitting user credentials, creating an account, installing CC Mobile Software in a mobile app, accessing CC APIs and/or logging into the CC Console is considered Your acceptance of these terms.

IF YOU DO NOT AGREE, PLEASE DO NOT ACCESS AND USE THE CC SERVICES. FOR CLARITY, UPON ACCEPTING THESE TERMS, THEY BECOME A BINDING AGREEMENT BETWEEN YOU AND CC.

From time to time, CC may modify these terms and conditions. CC will use reasonable efforts to notify You of the changes via a prominent notice on the CC Console login page and/or email. Continued use of the CC Services after the updated version of these terms are notified to You as coming into effect will constitute Your acceptance of such updated terms.

2. Definitions

"Account Holder" means the person taking out a Subscription Plan (regardless of whether Fees are payable).

"Agreement" means the binding agreement between You and CC on Your acceptance of the CC Terms.

"Applicable Law" means all laws, statutes, regulations, directions, guidelines, codes of conduct of any governmental or other regulatory body of competent jurisdiction, any orders of any court or other tribunal of competent jurisdiction which are applicable to the CC Terms or to the performance by either Party of its obligations under this Agreement.

"CC" means Crowd Connected Ltd, a company registered in England with offices at Surrey Technology Centre, Guildford, GU2 7YG.

"CC Access Permission" means a unique authorisation entitling an individual to have access to the CC Services in accordance with the CC Terms and which constitutes Confidential Information.

"CC API" means any application programming interface CC makes available to You as part of the CC Services;

“**CC Console**” means the website available at <https://app.crowdconnected.com> or such other successor URL.

“**CC Documentation**” means documentation that CC makes available to You in connection with the CC Services, typically available via the CC Console or CC Website, as updated from time to time.

“**CC Mobile App**” means the mobile application provided by CC for evaluation purposes that includes CC Mobile Software, enabling users to evaluate CC Services.

“**CC Mobile Software**” means CC’s code and algorithms which enable a mobile device to be positioned, whether provided as a software development kit (SDK) or in another form.

“**CC Platform**” means the collection of cloud-based services operated by CC that (i) receive, process and store data and (ii) transmit/receive data from the CC Console.

“**CC Reseller**” means a person authorised by CC to resell CC Services.

“**CC Services**” means any or all of the following as made available by CC including any updates made from time to time: CC Access Permissions, CC APIs, CC Console, CC Documentation, CC Mobile App, CC Mobile Software, CC Platform.

“**CC Terms**” means all of the following documents, to the extent applicable:

- the terms and conditions set out herein;
- fees payable;
- any associated service levels selected, as set out in the CC Documentation;
- the CC Mobile App Terms and Conditions / End User License Agreement available at <https://app.crowdconnected.com/mobileapp-terms-conditions>;
- the CC privacy policy available at <https://app.crowdconnected.com/privacy-policy>;
- any CC Documentation that is referred to in any of the above;

and any updated version of the above. In the event of conflict, ambiguity or inconsistency between these documents, the documents shall apply in the order as listed above and the first mentioned shall supersede the later mentioned documents.

“**CC Website**” means the website available at <https://crowdconnected.com> or such other successor URL.

“**Commencement Date**” means the date on which You first use the CC Services and accept the CC Terms.

“**Confidential Information**” of a Party means any document or other information which relates to that Party’s trade secrets or business affairs or which is marked confidential or which the recipient knows or reasonably ought to know is confidential and is disclosed by a Party to the other in connection with this Agreement.

“**Fees**” means those sums (if any) payable in relation to Your use of the CC services under a Subscription Plan.

“**Invited User**” means an individual granted an Access Permission on invitation by an Account Holder or CC or a CC Reseller.

“**IPR**” means all rights, title and interest including all patent, copyright, trademark, trade secret, rights in Confidential Information (including know-how and trade secrets) and other intellectual property rights (whether registered or unregistered).

“**Party**” means each of CC and You; “**Parties**” means both CC and You.

“**Registered CC User**” means a person who is either an Account Holder or an Invited User.

“**Subscription Plan**” means one of the available subscription plans available from time to time to Account Holders for CC Services and “**Your Subscription Plan**” is the Subscription Plan that applies to You.

“**Term**” means the period from the Commencement Date until Your subscription expires in accordance with Your Subscription Plan.

“**Third Party Content**” means content sourced by You from a third party and uploaded to the CC Platform, for example, a map or floorplan.

“**You**” means the person using CC Services as intended in these Terms, and “**Your**” shall be construed accordingly. You may be either an Account Holder or an Invited User. If You accept these Terms on behalf of Your company, organisation or other entity, You must have, and You represent that You have, full legal authority to bind Your company, organisation or such other entity to these Terms.

“**Your App Install Identifier**” means any unique app installation identifier (together with any aliases) transmitted by CC Mobile Software to the CC Platform.

“**Your Content**” means any content and information You transmit to, import into or create in the CC Services, including Third Party Content and Your Unique App Install Identifiers.

“**Your Feedback**” means any information concerning errors, suggestions for enhancements, ideas, problems, complaints, and other matters related to the CC Services provided by You to CC, either directly or via third party tools.

“**Your Mobile App**” is each mobile application developed by You (or by a third party for You) that incorporates CC Mobile Software or any mobile app that accesses CC Services, in all cases using CC Access Permission(s) granted to You..

“**VAT**” means United Kingdom value added tax or any similar tax from time to time replacing it or performing a similar fiscal function.

2.1 Any reference in this Agreement to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

- 2.2 The headings in this Agreement are for convenience only and shall not affect its interpretation.
- 2.3 Any reference to a “person” includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.4 Any list or examples in this Agreement following the word “including” shall be interpreted without limitation to the generality of the preceding words.
- 2.5 These CC Terms shall be binding upon a Party’s permitted assigns and successors in title.

3. Grant of Licence

- 3.1 With effect from the Commencement Date and in consideration of Your Subscription Plan, CC hereby grants You a personal, non-exclusive, non-sub-licensable (save to the extent required for inclusion of CC Mobile Software in Your Mobile App), non-transferable, royalty free, worldwide, revocable, limited licence to the CC Services.
- 3.2 The level of access to CC Services granted to You may vary dependent on whether you are an Account Holder or an Invited User, and/or Your Subscription Plan.
- 3.3 Except as expressly granted to You under this Agreement, CC retains its entire right, title, and interest in and to the CC Services as further detailed in Clauses 8.1 to 8.3.
- 3.4 CC shall have no right title or interest in Your Content by virtue of these Terms, except that by submitting Your Content to the CC Services or otherwise providing Your Content to CC, You grant CC and its affiliates a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sub-licensable license to reproduce, adapt, modify, translate, distribute, process and transfer Your Content through the CC Services in accordance with these Terms.
- 3.5 CC is not responsible for Your Content including its accuracy, completeness, validity, copyright compliance, quality, or any other aspect thereof. Accordingly, CC does not have any liability to You or any other person for any of Your Content. Your access to and use of any Third Party Content may be subject to Your acceptance of any terms and conditions governing the use of the Third Party Content, as notified to You by the provider.
- 3.6 CC may remove any or all of Your Content from the CC Services if CC has any reason to believe that any of Your Content is illegal, infringing or in some way offensive or otherwise inappropriate.
- 3.7 You shall not (working alone or with a third party):

- (a) reverse engineer, disassemble, decompile, decode or translate the CC Services or any portion thereof, except if and to the extent expressly permitted under any Applicable Law. If Applicable Law expressly permits such activities, any information so discovered or derived shall be deemed to be the Confidential Information of CC and must be promptly disclosed by You to CC;
- (b) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the CC Services;
- (c) use the CC Services for any purposes other than as are expressly described in the CC Documentation.

3.8 You acknowledge that Your access to CC APIs is subject to:

- (a) adherence to fair and reasonable use to prevent downtime, loss of or corruption or damage to data and/or other errors or technical issues;
- (b) a reasonable number of concurrent calls (API requests), together with an appropriate wait period for completion of those calls before commencing further calls. CC may specify a specific number of call limits from time to time, to which You shall adhere;
- (c) in the event that You receive errors from use of a CC API You must immediately notify CC, and reduce Your usage of the applicable CC API appropriately; and
- (d) You having a CC Access Permission key provided by CC.

CC shall be entitled (without notice) to suspend, modify, restrict or otherwise limit Your use of any CC API.

3.9 From time to time CC may, in its sole discretion, provide updates to the CC Services, including upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related updated CC Documentation, “**Updates**”). Updates may also modify or delete certain features and functionality. You acknowledge and agree that CC has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Where Updates are to CC Mobile Software You shall promptly update Your Mobile App with the latest version of the CC Mobile Software and acknowledge and agree that Your Mobile App may not properly operate should You fail to do so. You further agree that all Updates will be deemed part of the CC Services and be subject to all the terms of this Agreement.

3.10 Your Mobile App: Each end user must be provided with end user terms (including a privacy policy) appropriate for Your Mobile App, including all legally required and otherwise appropriate instructions and notices related to the use of Your Mobile App as required by Applicable Law and/or the terms and conditions of a

publicly available mobile application store (including Apple's App Store or Google's Play Store).

4. Account Creation, Subscription Plans and Fees

- 4.1 The process for an Account Holder initiating, amending or cancelling a Subscription Plan, and the service levels pertaining to Your Subscription Plan, are set out in the relevant CC Documentation. Unless otherwise indicated, Your Subscription Plan will remain active until cancelled by the relevant Account Holder.
- 4.2 Access to CC Services may require one or more CC Access Permissions. You are solely responsible for maintaining the confidentiality of Your CC Access Permission(s). In the event that You allow a third party to use Your CC Access Permission, You do so at Your own risk.
- 4.3 If You have access to a paid-for Subscription Plan, access to the CC Services are subject to the timely payment to CC of the Fees set out in Your Subscription Plan. CC or a CC Reseller will charge applicable amounts in accordance with the billing cycle.
- 4.4 CC (or a CC Reseller) reserves the right to change the billing cycle and the Fees associated with Your Subscription Plan at any time. Any changes will be notified to the relevant Account Holder in advance, and such changes will only take effect when the next payment for Your Subscription Plan is due.
- 4.5 Subject to Clause 5.3, Fees are non-refundable including if for any reason all or any of the CC Services are not used by the Account Holder and/or Invited User(s).
- 4.6 Fees are exclusive of VAT. Where the Account Holder is based outside the UK, the supplies which are the subject of this Agreement will be outside the scope of UK VAT. However, where the Account Holder is outside of the UK, if and to the extent that You use and enjoy the Services in the UK, a UK VAT liability will arise on that proportion of the Services used and enjoyed in the UK. Where applicable, VAT shall be paid by You as additional charges on production of a valid VAT invoice.
- 4.7 If the Account Holder fails to make any payment on the due date in respect of any Fees properly due, CC shall have the right without prejudice to any other remedy to immediately suspend provision of CC Services to You without further notification.

5. Termination

- 5.1 Subject to any earlier right of termination, this Agreement shall be in effect upon acceptance by You during the Term.

- 5.2 Without prejudice to any other rights or remedies which the Parties may have (under this Agreement or in law), either Party may terminate this Agreement without liability to the other forthwith by written notice to the other Party if:
- (a) the other Party commits a material or persistent breach of any of its obligations under this Agreement (which for the avoidance of doubt shall include any late payment of Fees by You) and (if such breach is capable of remedy) has not remedied such breach within thirty (30) days of receiving written notice of the breach and requiring it to be remedied;
 - (b) the other Party has entered into liquidation (other than a members' voluntary liquidation for the purposes of a bona fide amalgamation or reconstruction) whether compulsory or voluntarily or compounds with its creditors generally or has an administrator, administrative receiver or receiver appointed over all or a substantial part of its undertaking or assets;
 - (c) the other Party has become bankrupt or shall be deemed unable to pay its debts by virtue of Section 123 of the Insolvency Act 1986; or
 - (d) the other Party ceases or threatens to cease to carry on business.
- 5.3 CC may terminate this Agreement at any time by written notice to the Account Holder. In the event that CC elects to terminate under this Clause 5.3, CC will refund pre-paid Fees (if any) pro-rata to reflect the extent termination takes place before the next point in the billing cycle. The Account Holder may terminate this Agreement in accordance with the terms of Your Subscription Plan or pursuant to Clause 6.6.
- 5.4 On termination of this Agreement for any reason:
- (a) all rights and licences granted to You under or in connection with this Agreement shall cease with immediate effect;
 - (b) subject to Clause 5.3, CC shall retain any sums already paid to it by the Account Holder; and
 - (c) the accrued rights of the Parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination shall not be affected and shall remain in full force and effect.
- 5.5 Termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either Party.

6. Limitation of Liability and Disclaimer

- 6.1 Nothing shall limit or exclude:

- (a) either Party's liability for death or personal injury caused by its or its employees', agents' or sub-contractors' negligence;
 - (b) either Party's liability for fraud or fraudulent misrepresentation; or
 - (c) either Party's liability for any liability to the extent it cannot be limited or excluded by Applicable Law;
- 6.2 Subject to Clause 6.1, each Party's entire liability arising out of or in connection with this Agreement, howsoever arising (including for breach of contract, tort (including negligence), breach of statutory duty or otherwise) shall in no circumstances exceed in aggregate one hundred per cent (100%) of the Fees paid by You in the twelve (12) months prior to any claim. Where liability arises during the first twelve (12) months of Your Subscription Plan, such cap shall be measured by reference to the Fees that would be paid by You for twelve (12) months of Your Subscription Plan.
- 6.3 Subject to Clause 6.1, neither Party shall have any liability under or in connection with this Agreement, howsoever arising, for loss of profits, loss of revenues, loss of contracts, loss of business, loss or corruption of data, loss of goodwill, loss of advertising, loss of anticipated savings, loss of opportunity, loss caused by business interruption or for any indirect, consequential or special loss. The limitation in this Clause 6.3 will apply even if such loss was reasonably foreseeable and/or such Party had been advised or was otherwise aware of the possibility of such loss or damage.
- 6.4 In the event of loss or corruption of data in the CC Platform, CC's liability shall be limited to taking reasonable steps to try to recover that data from available backups.
- 6.5 Subject to Clause 6.1, You agree that CC shall not be liable in contract, tort (including negligence), for breach of statutory duty or in any other way for any loss or damage to the extent it arises directly or indirectly from any inferences or conclusions derived from the CC Services by You or third parties working on Your behalf.
- 6.6 You acknowledge that:
- (a) the CC Services have not been developed to meet Your individual requirements and You accept responsibility for the selection of the CC Services to achieve Your intended results; and
 - (b) CC does not warrant that operation of the CC Services will be uninterrupted or error-free, or that defects in the CC Services will be corrected.
- 6.7 CC warrants that the CC Services will operate in substantial conformity with the applicable CC Documentation. CC's sole liability (and Your sole and exclusive remedy) for any breach of this warranty will be, at no charge to You, for CC to use

reasonable efforts to correct the reported non-conformity, or if CC determines such remedy to be impracticable, You may terminate this Agreement without penalty.

- 6.8 Save as expressly stated otherwise in these Terms, CC does not give any warranties, representations or undertakings in respect the CC Services, and CC hereby excludes to the fullest extent permitted by Applicable Law, all warranties, conditions, undertakings and other terms (whether express or implied, statutory or otherwise) that relate to the delivery, performance, quality, uninterrupted use, fitness for purpose, occurrence or reliability of the CC Services.
- 6.9 YOU ACKNOWLEDGE AND AGREE THAT (EXCEPT AS EXPRESSLY PROVIDED IN THESE CC TERMS) THE CC SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTIES OF ANY KIND (WHETHER EXPRESS OR IMPLIED). CC AND ITS SUBSIDIARIES, ITS AFFILIATES AND CC RESELLERS ARE UNDER NO OBLIGATION TO MAKE AVAILABLE THE CC SERVICES AT ANY TIME. ACCORDINGLY USE OF THE CC SERVICES IS AT YOUR SOLE RISK.

7. Data Collection and Privacy

7.1 You acknowledge and agree that:

- (a) the data management processes relating to data collected, used, and processed by CC in respect of the CC Services are detailed in the CC Documentation, consistent with the CC privacy policy;
- (b) You, and any person working on Your behalf, will not alter, intercept, inhibit, direct, or otherwise interfere with the transmission of any data to the CC Platform;
- (c) the CC privacy policy sets out CC’s obligations in respect of Registered CC Users;
- (d) by design CC does not have access to any personally identifiable information about users of Your Mobile Application, except in relation to Your App Install Identifiers;
- (e) CC stores Your App Install Identifiers once transmitted to the CC Platform; and
- (f) if You are an Account Holder, CC acts as Your data processor. Accordingly, each Account Holder is responsible for compliance with Applicable Law including data protection or other similar legal rights in respect of (i) users of Your Mobile App and (ii) the creation, transmission and subsequent use of Your App Install Identifiers. Furthermore, the Account Holder will obtain each end user’s freely given, specific, informed and unambiguous consent before either (i) activating any software feature in Your Mobile

App that uses CC Services or (ii) facilitating the transmission of data to the CC Platform.

8. Intellectual Property Rights

- 8.1 You acknowledge and agree that, as between You and CC, save in respect of Third Party Content all IPR comprising, or used or embodied in the CC Services including all copyrights, trademarks, and other proprietary rights therein or relating thereto (together, “**CC Services IP**”) are owned by CC and are vested absolutely and exclusively in CC.
- 8.2 The CC Services are licensed and not sold to You. CC does not and shall not assign to You or anyone acting on Your behalf any IPR in any of the CC Services IP, except as expressly set out in this Agreement.
- 8.3 Any and all rights in the CC Services IP which have not been expressly licensed to You under this Agreement are reserved to CC and may be used, marketed, exploited and disposed of by CC concurrently with, and throughout the Term, freely and without limitation or restriction, and regardless of the extent to which those rights are competitive with You.
- 8.4 CC shall, at its own expense, indemnify (and keep indemnified) and defend You against any direct costs, claims, damages, expenses or liabilities, including reasonable legal fees, suffered or incurred by You and which arise from any third party claim that the use by You of CC Services IP strictly in accordance with these CC Terms infringes the intellectual property rights of any third party, provided that You:
 - (a) promptly notify CC in writing of any third party claim, giving all reasonable details of the same;
 - (b) make no admission as to liability and do not compromise or agree any settlement of the claim without the prior written consent of CC;
 - (c) use all reasonable endeavours to mitigate Your losses;
 - (d) give CC sole control over the claim provided that CC shall notify You of any material developments in the claim; and
 - (e) fully co-operate with CC at its expense in the conduct of the claim.
- 8.5 CC will not indemnify You to the extent that the applicable third party claim is based upon or arises from the unauthorised combination or use of the CC Services IP with any products, hardware or services not expressly approved by CC.
- 8.6 If a third party claims that Your use of the CC Services infringes that person’s IPR, then CC may at its sole discretion and cost within a reasonable period of being notified of such claim: (i) procure the right for You to continue using the

applicable infringing material; or (ii) replace or modify the applicable infringing material so that it becomes non-infringing.

- 8.7 You shall, at Your own expense, indemnify (and keep indemnified) and defend CC against any losses, damages, costs, claims, damages, expenses or liabilities, including reasonable legal fees, suffered or incurred by CC and which arise from any claim that Your Mobile App or Third Party Content infringes the IPR of any third party, and if CC seeks such indemnification it shall:
- (a) promptly notify You in writing of the applicable claim, giving all reasonable details of the same;
 - (b) make no admission as to liability or compromise or agree any settlement of the claim without the prior written consent of You;
 - (c) use its reasonable endeavours to mitigate its losses;
 - (d) give You sole control over the claim provided that You shall notify CC of any material developments in the claim; and
 - (e) fully co-operate with You at Your expense in the conduct of the claim.
- 8.8 You acknowledge and agree that: (i) You shall not retain, acquire or assert any IPR or other right, title or interest in or to Your Feedback; (ii) CC may have development ideas similar to Your Feedback; (iii) Your Feedback does not contain confidential information or proprietary information from You or any third party; and (iv) CC is not under any obligation of confidentiality with respect to Your Feedback. In the event the transfer of the ownership to Your Feedback is not possible due to Applicable Law, You grant CC and CC's affiliates an exclusive, transferable, irrevocable, free-of-charge, sub-licensable, unlimited and perpetual right to use (including copy, modify, create derivative works, publish, distribute and commercialise) Your Feedback in any manner and for any purpose.
- 8.9 This section 8 sets forth CC's and its suppliers' sole liability and Your sole and exclusive remedy with respect to any claim of IPR infringement.

9. Confidentiality

- 9.1 Each Party (as "**Receiving Party**") agrees that certain information it obtains from the disclosing Party ("**Disclosing Party**") constitutes Confidential Information of the Disclosing Party.
- 9.2 Except as expressly authorised herein, the Receiving Party will (a) hold in confidence and not disclose any Confidential Information to third parties and (b) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under this Agreement. The Receiving Party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know, provided that such

representatives are bound to confidentiality obligations no less protective of the Disclosing Party than this section 9 and that the Receiving Party remains responsible for compliance by any such representative with the terms set out herein.

- 9.3 The Receiving Party's confidentiality obligations will not apply to information that the Receiving Party can document: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (d) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may make disclosures to the extent required by law or court order, provided the Receiving Party notifies the Disclosing Party in advance and cooperates in any effort to obtain confidential treatment.
- 9.4 The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.
- 9.5 For the avoidance of doubt Your subscription to CC Services shall not constitute Confidential Information. Each Account Holder agrees to the use of the name and logo of the Account Holder's company, organisation or other entity in CC's promotional materials.

10. Miscellaneous

- 10.1 **Assignment.** Neither Party may assign this Agreement without the advance written consent of the other party, except that either party may assign this Agreement in connection with a merger, reorganisation, acquisition or other transfer of all or substantially all of such party's assets or voting securities.
- 10.2 **Force Majeure.** Neither Party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events that occur after the Commencement Date and that are beyond the reasonable control of such Party.
- 10.3 **Waiver.** No waiver by either Party of any breach of this Agreement by the other Party shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 10.4 **Severance.** If any provision of this Agreement will be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that this Agreement will otherwise remain in effect.

- 10.5 **Notices.** Any notice or communication to You under this Agreement will be via prominent display on log-in to the CC Console or by email or comparable means of communication to the contact details CC has on file..
- 10.6 **No Partnership or Agency.** Nothing in this Agreement is intended to, or shall operate to, create a partnership between the Parties, or to authorise either Party to act as agent for the other, and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way.
- 10.7 **Legal Construction.** These CC Terms are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.
- 10.8 **Governing Law.** This Agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement) shall be governed by and construed in accordance with the laws of England and Wales. The Parties shall submit to the exclusive jurisdiction of the English courts.