

EMERGENCYLOCATE – End User License Agreement (EULA)

PLEASE READ THIS LICENCE AGREEMENT CAREFULLY BEFORE CONTINUING. IF YOU DO NOT ACCEPT THE TERMS OF THIS LICENCE, YOU MUST NOT USE THE SOFTWARE.

This End User Licence Agreement (“**EULA**”) is a legal agreement between you, the Licensee and EmergencyLocate Ltd, a company registered in Scotland under company number SC697207, with registered office at International House, 38 Thistle Street, Edinburgh, United Kingdom, EH2 1EN (the “**Licensor**”, “**we**” or “**us**”).

This EULA covers the EmergencyLocate software in the form of a web application that connects emergency services operatives to emergency callers. This EULA grants a licence to use the Software only. The Licensor does not sell or assign the Software to you.

The Customer has entered into a customer service agreement (“**Customer Service Agreement**”) with the Licensor and this EULA shall be read by the Customer in conjunction with the Customer Service Agreement and both shall be legally binding on the Customer. In the event of a conflict between the Customer Service Agreement and this EULA, the Customer Service Agreement shall prevail.

This EULA was last updated in August 2021.

It is recommended that you print or save a copy of this EULA for future reference.

1. **Definitions and Interpretation**

In this EULA, unless the context otherwise requires, the following expressions have the following meanings:

- “**Authorised User**” means an individual authorised by you to use the Software;
- “**Business Day**” means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in Scotland;
- “**Confidential Information**” means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this EULA (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
- “**Customer**” means the emergency service department that has licensed the Software from the Licensor for business purposes and for use by the End User, as set out in the Customer Service Agreement;

“Data Protection Legislation”	Protection means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended;
“End User”	means the individual, company, corporation or other similar body that uses the Software for business purposes in accordance with this EULA;
“Fees”	means the fees payable by the Customer to the Licensor in consideration of use of the Software, as set out in the Customer Service Agreement;
“Licensee”	means the Customer and End User collectively;
“Party” (or “Parties”)	means the parties to this EULA;
“Software”	means the Licensor’s software in the form of a web application that connects emergency services operatives to emergency callers together with related materials licensed to or used by the Licensee; and
“you”, “your”	means the Licensee.

2. **Accepting this EULA**

- 2.1 By logging in or otherwise using the Software, you indicate your acceptance of this EULA and the terms and conditions set out herein, which will become binding on you and your Authorised Users upon your acceptance. If you do not agree to the terms of this EULA, you may not use the Software.
- 2.2 The Licensor is permitted to make changes to this EULA from time to time. Please check back regularly to ensure you have the most up to date information, as the most current EULA will apply to your use of the Software.
- 2.3 If you do not agree to the changes to this EULA, you must immediately stop all actions permitted under this EULA including, but not limited to, using the Software.

3. **Ownership of the Software**

- 3.1 The Software and all intellectual property rights therein (including, but not limited to, copyright) belong to the Licensor. This EULA does not grant to you (or sell to you) any

rights of ownership in the Software. This EULA grants you a licence to use the Software in accordance with the terms and conditions of this EULA only.

- 3.2 The Licensor also retains ownership of any and all copies of the Software and all intellectual property rights therein, regardless of the form in which the copies may exist.

4. **Grant and Scope of Licence**

- 4.1 In consideration of the Customer's payment of the Fees and your acceptance of this EULA, the Licensor hereby grants to you a limited, non-exclusive, non-transferable, royalty free, non-sublicensable licence to use the Software in accordance with the terms and conditions of this EULA, for business purposes only.

- 4.2 The licence granted hereunder also extends to any and all updates, patches, fixes and similar that the Licensor may provide.

5. **Licence Restrictions**

- 5.1 The Licensee may not copy, reproduce, translate, alter, adapt, reverse-engineer, decompile, disassemble, modify, or otherwise change the Software, or create derivative works based on the Software (or any part thereof) or combine, incorporate in, or merge the Software with any other software.

- 5.2 The Licensee may not alter, delete, or otherwise obscure any notices of proprietary rights (including, but not limited to, copyright) or any product identification or restrictions on or in the Software.

- 5.3 The Licensee may not make the Software available to a third party other than Authorised Users in any form or for any reason without the prior written consent of the Licensor.

6. **Transfer**

The Software is licensed only to you, the Licensee. You may not rent, lease, sub-license, sell, assign, pledge, transfer, or otherwise dispose of the Software, on a temporary or permanent basis, without the prior written consent of the Licensor.

7. **Licensee's Undertakings**

- 7.1 The Licensee hereby undertake and agree that:

a) you will use and permit the use of the Software only in accordance with the bounds of the terms and conditions of this EULA;

b) you will supervise and control any use of the Software by your Authorised Users and ensure that they are notified of the terms and conditions of this EULA, understand them, and comply with them; and

c) you will comply with all applicable laws, rules, and regulations governing technology control and export.

8. **Limited Warranty**

The Software is provided 'as is'. The Licensor does not warrant any matter relating to the quality or functioning of the Software. Although the Licensor shall use its commercially reasonable endeavours to ensure that the Licensee shall have access to the Software at all times, the Licensor does not warrant that the Software will be uninterrupted, error-free or functional 100% of the time.

9. **Limitation of Liability**

- 9.1 The Software is provided for internal business use by you, the Licensee.
- 9.2 Nothing in this EULA shall limit or exclude either Party's liability for death or personal injury caused by its gross negligence (or the gross negligence of that Party's employees, agents, or subcontractors); for fraud or fraudulent misrepresentation; or any other liability which cannot be limited or excluded by law.
- 9.3 Nothing in this EULA shall limit the Licensor's liability for breach of the implied terms implied by section 2 of the Supply of Goods and Services Act 1982 (relating to title and quiet possession).
- 9.4 Subject to Clauses 9.2 and 9.3, neither Party shall be liable to the other Party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising out of or in connection with this EULA. Notwithstanding Clause 9.2, the Licensor shall in no circumstances be liable or responsible for any failure to provide, or failure to respond to, an emergency within a specified time period or to a correct location. The Licensee understands and agrees that, due to the nature of Software, locations cannot always be accurately established.
- 9.5 The liability of the Licensor to the Licensee, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising out of or in connection with this EULA shall be limited to the total Fees paid by the Customer under the Customer Service Agreement.
- 9.6 Neither Party shall be liable to the other for any indirect, consequential or special loss.

10. **Copyright and Trademark**

- 10.1 The Licensee acknowledges that the Software is protected by copyright laws and international copyright treaties, as well as other intellectual property rights and treaties.
- 10.2 The Licensee will not, during or any time after the termination of this EULA or discontinuance of the Software, commit or permit any act which infringes those intellectual property rights.
- 10.3 The Licensee acknowledges that certain marks identified as registered or unregistered trademarks or service marks are the exclusive property of the Licensor and that no right to use such marks is granted pursuant to this EULA. The Licensee will not remove, deface or combine with any other mark or symbol, any marks contained in the service or provided by us.

11. Confidential Information

- 11.1 The Licensee agrees to keep confidential and not to use for any purpose other than as necessary to allow you to use the Software as permitted by the terms of this EULA, all Confidential Information relating to the performance, operation, structure, methods, programming and documentation of the Software unless you have obtained the Licensor's prior written approval to your proposed use or disclosure or said disclosure is required to comply with any governmental or other authority or regulatory body.
- 11.2 No Party shall use any other Party's Confidential Information for any purpose other than to exercise its rights and perform its obligations and the Software under or in connection with this EULA.

12. No Other Warranties or Liability

- 12.1 This EULA sets out the full extent of the Licensor's liabilities and obligations with respect to the Software. Except as expressly set out in this EULA, the Licensor is bound by no other conditions, warranties, representations, guarantees, or other terms, whether express or implied.
- 12.2 To the fullest extent permitted by law, any warranties, representations, guarantees, or other terms which may be implied or otherwise incorporated into this EULA whether by statute, common law, or otherwise, are hereby excluded.
- 12.3 In particular, the Licensor does not warrant that the Software will meet the Licensee's particular requirements or that the operation of the Software will be uninterrupted or error-free.

13. Term and Termination of this EULA

- 13.1 The Licensor reserves the right to terminate this EULA immediately on written notice to the Licensee in the event that the Licensee commits a material or persistent breach of this EULA and (if the breach is capable of remedy) fail to remedy the breach within 14 calendar days after the service of a written notice from the Licensor requiring the Licensee to do so.
- 13.2 In the event that this EULA is terminated for any reason:
- a) All rights granted to the Licensee by this EULA shall discontinue; and
 - b) The Licensee and all Authorised User must immediately stop all actions permitted under this EULA including, but not limited to, using the Software.

14. Privacy and Data Protection

- 14.1 All personal data that the Licensor may use will be collected, processed, and held in accordance with the provisions of Data Protection Legislation and the Licensee's rights and the rights of Authorised Users thereunder.

14.2 For complete details of the Licensor's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, personal data sharing (where applicable), details of your rights and the rights of Authorised Users and how to exercise those rights please refer to the Licensor's Privacy Policy, available on request.

15. **Third Party Rights**

15.1 No part of this EULA is intended to confer rights on any third parties and accordingly the Contract (Third Party Rights) (Scotland) Act 2017 shall not apply to this EULA.

15.2 Subject to this Clause 15 this EULA shall continue and be binding on the transferee, successors and assigns of either Party as required.

16. **Notices**

16.1 All notices under this EULA shall be in writing and be deemed duly given if sent by email to the party's last known contact email address.

16.2 Time of delivery shall be the time of transmission.

16.3 This Clause 16 shall not apply to the service of legal proceedings.

17. **Assignment**

17.1 The Licensor may transfer its rights and obligations under this EULA to another party at any time. Your rights as the Licensee under this EULA will not be affected by such a transfer.

17.2 This EULA and the licence granted to you under it are personal to the Licensee. Except where expressly permitted under this EULA, the Licensee may not transfer its rights and obligations under this EULA to another party without the Licensor's prior written consent.

18. **No Waiver**

No failure or delay by either Party to this EULA in exercising any of its rights under this EULA shall be deemed to be a waiver of that right, and no waiver by either Party to this EULA of a breach of any provision of this EULA shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

19. **Entire Agreement**

19.1 This EULA and any other document specifically referred to herein contains the entire agreement between the Licensor and Licensee with respect to its subject matter.

19.2 This EULA supersedes and extinguishes any and all previous agreements, representations, warranties, promises, assurances, and understandings between the Licensor and Licensee relating to its subject matter.

20. **Severance**

In the event that one or more of the provisions of this EULA is or are found to be unlawful, invalid, or otherwise unenforceable, that or those provision(s) shall be deemed severed from the remainder of this EULA. The remainder of this EULA shall be valid and enforceable.

21. **Law and Jurisdiction**

21.1 This EULA (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of Scotland.

21.2 Any dispute, controversy, proceedings or claim between the Parties relating to this EULA (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of Scotland.

EmergencyLocate Ltd