

# Mobile Application End-User License Agreement (Apple)

## PLEASE SCROLL DOWN AND READ THE FOLLOWING TERMS CAREFULLY

This End-User License Agreement (**EULA**) sets out the terms and conditions applicable to the App. It is intended to apply to any use of the App including, in particular (but without limitation): (a) the Licensed Use; and (b) the Appraisal Use.

By installing and/or using the App, you agree to all of the terms and conditions stated in this EULA. Where you are using the App for Licensed Use, you agree to the terms and conditions stated in this EULA on behalf of the Licensee and you represent and warrant that you have the authority to bind the Licensee to such terms and conditions. Where you are using the App for Appraisal Use, you agree to the terms and conditions stated in this EULA in your personal capacity.

If you do not agree to all terms and conditions stated in this EULA, do not install or use the App.

## ARTICLE 1. DEFINITIONS

“**App**” refers to Licensor’s Columbus DW mobile application;

“**Apple**” refers to Apple, Inc. and its subsidiaries;

“**Apple’s Terms**” means Apple’s rules and policies applicable to mobile applications (<https://www.apple.com/legal/internet-services/itunes/us/terms.html>) as amended from time to time;

“**Apple’s Usage Rules**” means the “**Usage Rules**” as defined in Apple’s Terms;

“**Appraisal Use**” means use of the App for the purpose of viewing the Columbus DW Demonstration System in order to appraise that system;

“**Columbus DW Software**” means the software owned by Licensor and known as “**Columbus DW**”, as amended or updated from time to time by Licensor;

“**Columbus DW Demonstration System**” means the secure system running Columbus DW Software with demonstration data, owned and operated by Licensor, as amended or updated from time to time by Licensor;

“**Columbus DW Software License**” means a separate license entered into between Licensor (or one of its affiliates) and Licensee relating to the use by Licensee of the Columbus DW Software;

“**Licensed Use**” means use of the App in conjunction with use of Columbus DW Software pursuant to a Columbus DW Software License;

“**Licensee**” refers to (a) where use is for the Licensed Use, the entity with which you may be employed, affiliated or associated that wishes to use the App and has, or will have, a Columbus DW Software License; and (b) where use is for the Appraisal Use, you;

“**Licensor**” or “**We**” or “**we**” refers to Macro 4 Limited, incorporated and registered in England and Wales with company number 00927588 whose registered office is at The Orangery, Turners Hill Road, Worth, Crawley, West Sussex, RH10 4SS, United Kingdom;

“**Third Party Rules**” any rules of a third party which are applicable to the App that are notified to you or Licensee by Licensor from time to time;

“**You**” or “**you**” refers to the individual that accepts the terms of this EULA.

## ARTICLE 2. LICENSE

Subject to the terms of this EULA, Licensor grants a non-exclusive, non-transferable, non-sublicenseable, revocable, limited license:

- a) (where use is for the Licensed Use) for Licensee to:
  - i. run and use the App on Apple-branded devices that Licensee owns or controls in accordance with Apple’s Usage Rules and Third Party Rules only for the purpose of accessing the Columbus DW Software that Licensee has separately licensed pursuant to the Columbus DW Software License and only for the term of such Columbus DW Software License; and
  - ii. run and use the App’s documentation to support Licensee’s use of the App; or
- b) (where use is for the Appraisal Use) for Licensee to access the Columbus DW Demonstration System solely for the purpose of assessing the use and functionality of the Columbus App in connection with a potential licensing of the Columbus DW Software.

Any license for the Licensed Use consists of a license to run and use the App and the App’s documentation referred to above consists of a license for Licensee’s licensed users to:

- a) download and/or stream a copy of the App onto any number of Apple-branded devices and view, use and

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- display the App on such devices for business purposes only;
- b) use the App's documentation to support Licensee's permitted use of the App;
  - c) make up to one (1) copy of the App and the App's documentation for back-up purposes; and receive and use any supplementary software code or update of the App incorporating "patches" and corrections of errors as Licensor may provide to Licensee.

For the avoidance of doubt:

- a) this EULA does not include any license for, or in respect of, the Columbus DW Software itself; and
- b) Licensee is not permitted to use the App for any purpose other than as expressly permitted under this EULA.

Licensee acknowledges that (a) this EULA is between Licensor and Licensee and Apple is not a party to this EULA; and (b) Licensor (and not Apple) is solely responsible for the App and the content thereof.

## ARTICLE 3. APPLE'S TERMS ALSO APPLY

The ways in which Licensee can use the App and the App's documentation are also controlled by Apple's Terms and Licensee agrees to comply with Apple's Terms.

## ARTICLE 4. INTELLECTUAL PROPERTY RIGHTS

As between Licensor and Licensee, Licensor retains all ownership and intellectual property rights in the App and the App's documentation.

Licensee shall, and shall ensure that others do not: a) remove or modify any marks or proprietary marks of Licensor; b) decompile, disassemble or reverse engineer the App; c) create derivative works of or based on the App; d) assign this EULA or give or transfer the App or an interest in it to another individual or entity without Licensor's written consent; e) use any Licensor name, trade mark or logo; provide or make the App available to any third party; or f) use the App to provide third party training for Licensor products.

In the event of any third party claim that the App or Licensee's possession and/or use of the App in accordance with this EULA infringes a third party's rights, Licensor, not Apple, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim.

## ARTICLE 5. PRIVACY

The purpose of this App is to allow Licensee access to data which is either stored on a licensed copy of Columbus DW on Licensee's systems or alternatively stored on the Columbus DW Demonstration System. Licensor does not have access to or process Licensee's data on Licensee's behalf as a result of, or in connection with, the use of the App. Nevertheless, Licensor draws your attention to its privacy policy at <https://www.macro4.com/privacy/> and Columbus Mobile Applications privacy policy (The data we collect about you) at: <https://www.macro4.com/privacy/columbus-mobile-app-privacy-policy/>

## ARTICLE 6. LIABILITY AND DISCLAIMER

Licensee acknowledges and accepts that:

- a) the App is provided by Licensor free of charge and on an "as is" basis without warranty that the App will be fit for purpose, free from interruption or error free;
- b) internet transmissions are never completely private or secure and that any message or information sent using the App may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted; and
- c) Licensor disclaims all liability, and potential liability for, and in respect of, the App and Licensee's use of the same to the fullest extent permitted by law.

Save for death and personal injury caused by Licensor's negligence and any other liability which cannot, by law, be disclaimed, Licensor shall have no liability of any kind in any circumstances whatsoever to Licensee in respect of the App or Licensee's use of the same. In particular (but without limitation) Licensor shall have no liability in any circumstances whatever for any data loss or corruption and Licensee agrees that it has sole responsibility for protecting its data during the use of the App.

Licensor acknowledges and accepts that Apple has no warranty (or other) obligation, liability, or potential liability for, or in respect of, the App or the Licensee's use of the same.

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## ARTICLE 7. TERM AND TERMINATION

This EULA terminates automatically upon termination (howsoever terminated) or expiration of the Columbus DW Software License. In case of termination or expiration of this EULA, Licensee must destroy all copies of the App on Apple-branded products that Licensee owns or controls.

Without affecting any other right or remedy available to it, Licensor may terminate this EULA with immediate effect by giving notice to Licensee if Licensee commits a material breach of any term of this EULA.

Immediately upon termination (howsoever terminated) of this EULA:

- a) Licensee shall stop all activities authorised by this EULA including (without limitation) its use of the App;
- b) Licensee shall irretrievably delete or remove the App and the App's documentation from all devices and systems in Licensee's possession or under its control;
- c) If so requested by Licensor, confirm in writing to Licensor that it has complied fully with its obligations as set out in sub-articles a) and b) above.

## ARTICLE 8. OPERATING SYSTEM REQUIREMENTS

The App requires an Apple-branded product with a minimum of iOS 12.

## ARTICLE 9. MAINTENANCE AND SUPPORT FOR THE APP

### a) Maintenance and Support

At Licensor's sole discretion, Licensor may offer support for the App by, for example, the provisioning of updates, patches, bug fixes and new versions via the Apple App Store. If you want to learn more about the App, or have any problems using it, please take a look at our support resources at <https://www.macro4.com>.

For the avoidance of doubt, Apple has no obligation to provide maintenance or support for the App.

### b) Contacting Licensor (including with complaints)

In the case of concerns regarding the App or if Licensee wishes to contact us for any other reason please email our customer service team at [customer.support@macro4.com](mailto:customer.support@macro4.com) or call them on +44 1293 872000.

### c) How we will communicate with Licensee

If we have to contact Licensee we will do so by email, by SMS or by pre-paid post, using the contact details provided to us by Licensee.

## ARTICLE 10. UPDATES TO THE APP

From time to time we may at our discretion update the App to improve performance, enhance functionality, reflect changes to the operating system or address security issues.

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.

## ARTICLE 11. TRANSFER

Licensor reserves the right to transfer its rights and obligations under this EULA to another organisation.

Licensee may only transfer its rights or its obligations under this EULA to another person if Licensor so agrees in writing.

## ARTICLE 12. THIRD PARTY RIGHTS

Licensee and Licensor agree that Apple and Apple's subsidiaries are third party beneficiaries of this EULA with the right to enforce this EULA against Licensee as a third part beneficiary. Except for the foregoing, 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. The rights of the parties to rescind or vary this EULA are not subject to the consent of Apple, Apple's subsidiaries or any other person.

## ARTICLE 13. LAW AND JURISDICTION

This EULA and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and

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Wales.

Licensee and Licensor irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this EULA or its subject matter or formation.

## **ARTICLE 14. LEGAL COMPLIANCE**

Licensee represents and warrants to Licensor and to Apple that (i) Licensee is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) Licensee is not listed on any U.S. Government list of prohibited or restricted parties.

## **ARTICLE 15. MISCELLANEOUS**

This EULA supersedes all prior or contemporaneous agreements or representations with regards to the subject matter of this EULA. If any provision or part-provision of this EULA is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this EULA.