



## PHYSICSX END USER LICENCE AGREEMENT

**YOU MUST READ THE TERMS AND CONDITIONS OF THIS END USER LICENCE AGREEMENT ("the Agreement") BEFORE INSTALLING THIS APPLICATION.**

**IMPORTANT:** BY CLICKING THE "VERIFY" LINK, INDICATING YOUR AGREEMENT ELECTRONICALLY, OR OTHERWISE INSTALLING THE APPLICATION (AS DEFINED BELOW) YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS LICENCE AGREEMENT.

IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS LICENCE AGREEMENT, DO NOT CONTINUE TO REGISTER AS A USER, QUIT THE APPLICATION, CEASE USE OF AND WHERE RELEVANT UNINSTALL THE APPLICATION.

BY CLICKING THE "VERIFY" LINK YOU ARE CREATING A BINDING LEGAL AGREEMENT BETWEEN YOU ("YOU", "YOUR") AND PHYSICSX LTD ("PHYSICSX") AND THE ORGANISATION WHO IS UTILISING APPLICATION ("YOUR ORGANISATION").

YOU WARRANT AND REPRESENT THAT YOU HAVE FULL POWER, CAPACITY AND AUTHORITY TO ACCEPT THE TERMS AND CONDITIONS OF THIS LICENCE AGREEMENT.

### DEFINITIONS

**Application** means the platform application and support downloaded by You and delivered by PhysicsX and licensed under this Agreement.

**Approved Purpose** means the purpose stated in Clause 4.

**Documentation** means the reference manual, user guide, technical documents and other information material (whether electronic or hard copy) for assisting the installation, use and application of the Application together with any reports or such feedback that PhysicsX may, in its absolute discretion, provide to the Licensee.

**Your Organisation** means the entity to whom PhysicsX has granted a licence to use the Application.

**PhysicsX** means PHYSICSX LTD, a UK limited company (registered number 12134466) with its registered office at 67-71 Shoreditch High Street, London E1 6JJ United Kingdom.

**Device** means any compatible mobile device using authorised systems upon which You download and install the Application.

**Intellectual Property** means all industrial and intellectual property rights of any kind including but not limited to copyright (including rights in computer software and code), trade marks, service marks, designs, patents, trade secrets, , trade, business, domain or company names, moral rights, rights in confidential information, know how or other proprietary rights (whether or not any of these are registered and including any application for registration) and all rights or forms of protection of a similar nature or having



equivalent or similar effect to any of these which may subsist anywhere in the world now or at any time in the future. **Intellectual Property Rights** has a corresponding meaning.

**Licence** has the meaning given in clause 1.

**Materials** means the Application, support licensed under this Agreement and shall include the Documentation, any enhancements, updates whether error corrections or updates, maintenance materials and / or support.

## **TERMS AND CONDITIONS**

### **1. Licence**

- 1.1 In consideration of You agreeing to abide by the terms and conditions of this Agreement and the payment by Your Organisation of the applicable fee, PhysicsX grants You a non-exclusive, non-transferable right to install and use the Application for the Approved Purpose and in accordance with the terms and conditions of this Agreement (“Licence”).

### **2. Term**

- 2.1 This Agreement will commence upon You agreeing to be bound by the terms and conditions of this Agreement and shall continue until Your Organisation ceases to offer the Application for use or until You or PhysicsX terminate this Agreement in accordance with clause 14.
- 2.2 You will be notified by PhysicsX and Your Organisation if Your Organisation decides to cease offering the Application.
- 2.3 It is Your responsibility to:
- (a) ensure the Device is compatible with the Application and is in good working order;
  - (b) configure the Device to work with the Application;
  - (c) organise necessary related services from Your telecommunications carrier including without limitation paying for any charges related to the use of the Device even if those charges arise as a result of using the Application; and
  - (d) install all updates of the Application to ensure You have the current version.
- 2.4 By downloading the Application, You will connect to it.
- 2.5 You agree that the Application is only operational for the Approved Purpose and You cannot rely on the Application for any other purpose.
- 2.7 You understand and agree that:
- (a) the Application is provided to You as a service “as is” and “as available” and Your use of the Application is solely at Your own risk;
  - (b) the Application does not guarantee any results or guaranteed outcomes;
  - (c) misuse of the Application would undermine the operation of the Application. If You misuse the Application in any way, Your Organisation will provide You with a formal warning. If You repeat the misuse of the Application, Your Organisation may terminate



Your access to the Application. Your Organisation and PhysicsX will not accept any responsibility or liability if Your access is terminated in accordance with this clause;

- (d) the maintenance and support for the Application is provided by PhysicsX only. Where PhysicsX host the Application, PhysicsX will provide maintenance and support and where Your Organisation hosts the Application, Your Organisation shall be responsible for supporting AWS or such other host. For any support issues, please send an email to support@PhysicsX.ai ; and
- (f) You represent and warrant that You are not located in any country that is subject to a UK Government embargo, or that has been designated by the UK Government as a “terrorist supporting” country; and You are not listed on any U.S. Government list of prohibited or restricted parties.

### **3. Restrictions**

3.1 Except as expressly set out in this Agreement or as permitted by any applicable law, You undertake:

- (a) not to allow or provide access (in any form) to any other party (directly or indirectly) to use or inspect the Application and / or Materials;
- (b) not to and not to permit any third party to copy the Application;
- (c) not to and not to permit any third party to distribute, sell, rent, lease, sub-license, loan, translate, transfer, merge, adapt, vary or modify the whole or any part of the Application;
- (d) not to and not to permit any third party to disassemble, de-compile, reverse engineer, create technical descriptions, modify or create derivative works based on the whole or any part of the Application nor attempt to do any such things;
- (e) not, whether in whole or part do anything to enable the Application installed on one Device to be accessed by or via another Device in respect of which You have not been granted a Licence to use the Application.
- (f) alter, remove, or obscure any copyright, trade secret, patent, trademark, logo, proprietary and/or other legal notices on or in copies of the Materials;
- (g) reuse and / or republish the Documentation.

This clause 3.1 shall survive the termination of this Agreement.

### **4. Approved Purposes**

4.1 In using the Application, You agree to the following:

- (a) Your personal information may be used by PhysicsX or Your Organisation in Your use of the Application.



- (b) A Licensee's use of the Application and / or PhysicsX software shall not prevent or restrict PhysicsX from independently building similar software applications as part of its product offering.

#### 4.2 You must:

- (a) not use the Application in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the Application or any operating system;
- (b) not infringe PhysicsX's Intellectual Property Rights or those of any third party in relation to Your use of the Application;
- (c) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to Your use of the Application;
- (d) not use the Application in a way that could damage, disable, overburden, impair or compromise PhysicsX's or Your Organisation's systems or security or interfere with other users;
- (e) must not assign, lease, charge, sub-license, or otherwise transfer the Licence or this Agreement; and
- (f) not collect or harvest any information or data from any service or PhysicsX's or Your Organisation's systems or attempt to decipher any transmissions to or from the servers running the Application.

### 5. Access

- 5.1 You may choose or be provided with, a user identification code, password or any other piece of information as part of PhysicsX's security procedures. You must treat such information as confidential and must not disclose it to any third party.
- 5.2 PhysicsX or Your Organisation has the right to disable any user identification code or password, whether chosen by You, Your Organisation or allocated by PhysicsX, at any time, if in our reasonable opinion You have failed to comply with any of the provisions of this Agreement.
- 5.3 If You know or suspect that anyone knows Your user identification code or password, please promptly notify us at [support@PhysicsX.ai](mailto:support@PhysicsX.ai).
- 5.4 You are solely responsible for all activity occurring under Your user identification code.



## **6. Application**

- 6.1 PhysicsX shall have the right, in its sole discretion, to make any changes to the Application and its functionality which is necessary to comply with any applicable law or safety requirement, or which does not materially affect the nature or quality of the Application.
- 6.2 PhysicsX:
- (a) does not warrant that Your use of the Application and/or associated services will be uninterrupted or error-free; or that the Application and/or associated services and/or the information obtained by Your Organisation through the Application and/or associated services will meet its or Your requirements;
  - (b) is 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 the Application and/or associated services may be subject to limitations, delays and other problems inherent in the use of such communications facilities; and
  - (c) is not responsible for the legality, reliability, integrity, accuracy and/or quality of any data (including, but not limited to, any reports) generated in connection with the Application and/or associated services. For the avoidance of doubt, PhysicsX shall have no liability to You in the event that You suffer loss as a result of Your Organisation's or Your reliance on such data.

## **7. Content**

- 7.1 PhysicsX may audit Your use of the Application for the purpose of evaluating and improving the Application.
- 7.2 By transmitting any message, communication, information (including personal information) or data ("Content"), You grant PhysicsX an irrevocable licence to collect, use, store, handle, reproduce, display, perform and transmit such Content. To the extent that Content belongs to a third party, You warrant that You have the consent of the third party to transmit the Content on the terms of this Agreement.

## **8. Ideas and Suggestions**

- 8.1 PhysicsX wishes to continually expand its services and welcomes any ideas, suggestions or feedback related to the Application ("Ideas"). You grant PhysicsX an irrevocable, non-exclusive, world-wide, royalty free licence to use, develop, modify, or adapt any Ideas You provide for any purpose, including the right to sub-licence on the same terms.
- 8.2

## **9. Data Protection and your Organisation**

- 9.1 Your organization has agreed to use the PhysicsX Application for the Approved Purposes, set out at paragraph 4 above, and in doing so agrees to the following:



- (a) To ensure users maintain system security and do not share passwords;
- (b) To oversee the collection and processing of data to ensure only the data necessary is collected and processed;
- (c) To act as the data controller and appoint PhysicsX as a data processor;
- (d) To seek advice prior to making any disclosures of other than in the course of the use of the Application, for the purpose(s) for which it is intended;
- (e) To manage and permission the scope of inter-organisation data sharing. This means that administrative consent will be required prior to engaging third party providers and inter-community groups.

## **10. Privacy & Security**

- 10.1 PhysicsX will abide by all applicable laws, rules and regulations relating to the privacy of your personal information ("the data protection laws"). PhysicsX will also adhere to the PhysicsX Privacy Policy ("Privacy Policy") which can be found at <https://www.physicsx.ai/privacy-policy>
- 10.2 You agree that PhysicsX may use Your personal information for the Approved Purpose in accordance with the data protection laws and the Privacy Policy.
- 10.3 The terms "data subject", "data controller", "data processor", "processing" and "personal data" bear the respective meanings given them in the applicable data protection laws.
- 10.4 You acknowledge that PhysicsX may transfer Your personal information to such third parties as are necessary in order for You to use the Application and/or provide the associated services in accordance with this Agreement and the contract between PhysicsX and Your Organisation. PhysicsX shall use its reasonable endeavours to ensure that such third parties have an adequate level of protection for Your rights and the security of Your personal data.
- 10.5 If PhysicsX processes any personal data on Your behalf when performing its obligations under this Agreement, the parties record their intention that Your Organisation is the data controller and PhysicsX shall be a data processor and in any such case:
  - (a) You consent to the processing, transferring and storage of Your personal data as is necessary to enable You to use the Application and/or to enable PhysicsX to provide the associated services;
  - (b) PhysicsX shall ensure that access to Your personal information is limited to those employees or authorised subcontractors who need access to the personal information to meet PhysicsX's obligations under this Agreement and that all employees and authorised subcontractors are informed of the confidential nature of the personal information;
  - (c) PhysicsX shall process the personal data only in accordance with this Agreement and any lawful instructions reasonably given by Your Organisation or You from time to time;
  - (d) PhysicsX shall implement appropriate technical and organisational measures to ensure a level of security of personal data in accordance with the applicable data protection legislation;



- (e) PhysicsX shall comply with its obligations under any applicable data protection legislation;
- (f) PhysicsX shall retain Your personal information only for as long as is necessary to comply with its obligations under this Agreement; and
- (g) PhysicsX shall promptly and fully notify You in writing if any Your personal information has been disclosed in breach of this clause 10.

10.6 PhysicsX will not be liable for any claim brought by You arising from any action or omission of PhysicsX, to the extent that such action or omission resulted directly from Your or Your Organisation's instructions to PhysicsX concerning the processing.

## **11. Indemnity**

11.1 You agree to indemnify PhysicsX and Your Organisation ("the Indemnified Parties") and You agree to keep the Indemnified Parties indemnified against any and all claims, demands, losses, damages and costs (including legal costs and investigation costs) that the Indemnified Parties incur or may incur as a result of or arising out of:

- (a) the authorisation by You of any action or activity which infringes any Intellectual Property Rights of either PhysicsX or Your Organisation; or
- (b) any knowing and willful use by You of the Application for any purpose other than the Approved Purpose; or
- (c) any knowing and willful use by You of the Application in breach of the terms and conditions of this Agreement.

## **12. Exclusions and limitations**

12.1 Nothing in this Agreement shall limit or exclude the liability of:

- (a) any party for death or personal injury caused by the negligence of that party or its personnel, agents or subcontractors;
- (b) any party for fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot be limited or excluded by law.

12.2 Subject to clause 12.1, all representations, conditions, warranties and terms implied by law are expressly excluded.

12.3 Subject to clause 12.1 and to the extent permitted by law, in no event will PhysicsX or Your Organisation be liable for any damages (including without limitation direct, indirect, punitive, special, incidental or consequential damages, cost of procuring substitute services, lost profits, losses or other expenses) arising in connection with the provision of the Application howsoever caused, suffered by You in connection with the Application or the supply, delay in supplying or failure to supply the Application and the associated services, the Agreement, or termination of Agreement, including any negligence, misrepresentation, or other default by PhysicsX or Your Organisation or their officers, employees, contractors or agents. In the event that any part of this clause is deemed invalid or unenforceable, it shall be severable from the remainder of this clause and this Agreement so as not to affect the validity or enforceability of the remainder of this clause and this Agreement.



12.4 Without limiting the foregoing, this limitation of liability includes but is not limited to the unavailability of the Application due to unavailability of wireless telecommunications services, unauthorised access to the Application or Your personal information, any failure of performance, error, omission, interruption, defect, delay in operation, transmission or security notification, virus affecting Your computer or Device or system failure.

12.6 You acknowledge that Your Organisation, or any hosts provide no warranty whatsoever and are not responsible for processing any claims including without limitation claims in relation to infringement of third-party Intellectual Property, product liability claims, any claims that the Application fails to conform to any applicable legal requirement and any claims arising under consumer protection or similar legislation with respect to the Application.

### **13. Intellectual Property Rights**

13.1 You acknowledge that other than the limited licences granted in this Agreement, You obtain no Intellectual Property Rights whatsoever in the Application, any code produced by the Application or any documentation associated with the Application or such code.

13.2 You must not use PhysicsX's or Your Organisation's registered or unregistered trademarks without written authority from PhysicsX or Your Organisation respectively.

### **14. Changes**

14.1 PhysicsX may need to change this Agreement to reflect changes in law or best practice or to deal with additional features which PhysicsX introduces and may do so in accordance with this clause.

14.2 From time to time, PhysicsX may automatically update the Application and/or associated services, change the Application and/or associated services to improve performance, enhance functionality, reflect changes to the operating system or address security issues or make maintenance releases available to You. Alternatively, we may ask You to update the Application for these reasons.

14.3 We will give You at least thirty (30) days' notice of any change by sending You an email or push notification with details of the change or notifying You of a change when You next start the Application.

14.4 If You do not accept the notified changes or choose not to install such updates or maintenance release, You must immediately cease using the Application and delete it from Your device. You understand and agree that if You continue to use the Application after the terms have changed PhysicsX and Your Organisation will treat Your use as acceptance of the updated terms.

### **15. Termination**

15.1 PhysicsX may immediately terminate this Agreement if You commit a breach of this Agreement.

15.2 Upon the expiration or termination of this Agreement for any reason:

- (a) You must cease using the Application; and





- (b) You must promptly destroy or erase (as applicable), all materials containing the Application in Your possession, custody or power, and provide PhysicsX with evidence of compliance with this clause if requested; and
- (c) Your End User access will be blocked by PhysicsX and You will not be able to access the Application.

15.3 Clauses 1, 3, 4, 6, 7, 8, 11,12 and 13 of this Agreement survive termination of this Agreement.

15.4 Termination of this Agreement by PhysicsX is without prejudice to its other rights in respect of this Agreement.

## **16. General**

16.1 This Agreement constitutes the entire agreement between us relating to the subject matter of this Agreement and supersedes all other prior communications and agreements between us as to its subject matter. Each party agrees that unless expressly stated in this Agreement, that party has not relied on any representation, warranty or undertaking of any kind in relation to the subject matter of this Agreement.

16.2 A party, at its own expense and within a reasonable time of being requested by another party to do so, must do all things and execute all documents that are reasonably necessary to give full effect to this Agreement.

16.3 A failure, delay, relaxation or indulgence by a party in exercising any power or right conferred on the party by this Agreement does not operate as a waiver of the power or right. A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this Agreement. A waiver of a breach does not operate as a waiver of any other breach.

16.4 Any provision of this Agreement or part of a provision or clause which is unenforceable or invalid in any jurisdiction must:

- (a) be read down to the minimum extent necessary to achieve its validity, if applicable; and
- (b) be severed from the remainder of the provision or clause and this Agreement in any other case,

without invalidating or affecting the remainder of the clause or provision or remaining provisions of this Agreement or the validity of that clause or provision in any other jurisdiction.

16.5 A term or condition of, or act done in connection with, this Agreement does not operate as a merger of any of the rights or remedies of the parties under this Agreement and those rights and remedies continue unchanged.

16.7 Unless this Agreement expressly provides otherwise, each indemnity in this Agreement survives the expiry or termination of this Agreement.

16.8 Except as otherwise expressly stated in this Agreement, a person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any



term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

- 16.9 This Agreement is governed by and must be construed in accordance with the law of England and Wales. The parties submit to the non-exclusive jurisdiction of the courts of England and Wales in respect of all matters arising out of or relating to this Agreement, its performance or subject matter. PhysicsX reserves the right to enforce its Intellectual Property Rights before the competent courts of any jurisdiction where an act of infringement occurs.