

Power Vigilance Technologies Ltd Software Licence Agreement

BETWEEN:

- (1) Power Vigilance Technologies Ltd a company registered in UK under number 08843118, and Puma Electronics International Limited, and company registered in the Isle of Man under number 128959C (“the Licensors”) and
- (2) Paying clients of Power Vigilance Technologies Ltd (“the Licensee”)

WHEREAS:

- (1) The Licensors are prepared to grant a Licence to the Licensee (as a paying client of the Licensors) which will give the Licensee the ability to view their electricity consumption data on the Software.
- (2) Only persons or businesses who have entered a monitised contractual arrangement with the Licensors, and are therefore paying clients of the Licensors, are permitted to download or use the Software. Any non paying clients who attempt to use or download the Software are in breach of this Licence Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

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

“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 Agreement (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). This shall include, but not be limited to, information contained in the Software;

“Intellectual Property Rights” means (a) any and all rights in any copyrights, patents, trade marks, service marks, registered designs, applications (and rights to apply for any of those rights) trade, business and company names, internet domain names and e-mail addresses, unregistered trade marks and service marks, database rights, know-how, rights in designs and inventions;

(b) rights under licences, consents, orders, statutes or otherwise in relation to a right in paragraph (a);

(c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b) which now or in the future may subsist; and

(d) the right to sue for past infringements of any of the foregoing rights;

“Software” means the Licensors's iOS and Android Apps, and online Portal, and all releases and versions thereof. The Software also encompasses the downloadable programs for Windows, MacOS and Linux that are available from the online Portal.

2. **Grant of Licence**

- 1.1 The Licensors grants to the Licensee a non-exclusive licence to use the Software.
- 1.2 The Licensee shall use the Software for processing its own data for its own internal business purposes only.
- 1.3 The Licensee acknowledges that it is licensed to use the Software only in accordance with the express terms of this Agreement and not further or otherwise.

3. **Restrictions on Copying**

- 1.1 The Licensee may not copy any part of the Software or its documentation.

4. **Restrictions on Alterations**

- 1.1 The Parties acknowledge that the Software may be modified from time to time by the Licensors.
- 1.2 The Licensee undertakes not to translate, adapt, vary, modify, disassemble, decompile or reverse engineer the Software in any manner.

5. **Licensors's Proprietary and Intellectual Property Rights**

- 1.1 All Intellectual Property Rights of whatever nature which now or in the future are the property of the Licensors, shall remain the property of the Licensors.

1.2 The Licensee shall notify the Licensors immediately if the Licensee becomes aware of any unauthorised use of the whole or any part of the Software by any person or company.

6. **Warranties**

1.1 The Licensors provides no warranty for the Software.

7. **Liability**

1.1 The Licensors will not be liable for any damages resulting from the use of the Software or from the loss of data, lost profits, loss of anticipated savings, or from any indirect or secondary consequence of any act or omission of the Licensors whether such consequences were reasonably foreseeable or actually foreseen.

8. **Confidentiality**

1.1 Both Parties undertake that, except as authorised in writing by the other Party, they shall at all times during the continuance of this Agreement and for 20 years after its termination:

1.a.1 keep confidential all Confidential Information;

1.a.2 not use any Confidential Information for any purpose other than as contemplated by this Agreement;

1.a.3 not make any copies of, record in any way or part with possession of any Confidential Information; and

1.a.4 ensure that (as applicable) none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of this Clause.

9. **Data Protection**

The Parties undertake to comply with the provisions of the GDPR and any related legislation in so far as the same relates to the provisions and obligations of this Agreement.

10. **Force Majeure**

1.1 The Licensors shall not be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Licensors.

11. **Severance**

The Parties agree that, in the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

12. **Law and Jurisdiction**

- 1.1 This Agreement, and any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.