

## End User Licence Agreement (EULA) - 878 AD: Winchester Revealed

### PLEASE READ THESE LICENCE TERMS CAREFULLY

This end user licence agreement (“**Licence**”) is a legal agreement between you (“**you**”) and Hampshire Cultural Trust (company number 08986225) of Chilcomb House, Chilcomb Lane, Winchester, Hampshire, SO23 8RD (“**Licensor**”, “**us**” or “**we**”) for:

- (a) the ‘878 AD: Winchester Revealed’ mobile app (“**Software**”); and
- (b) all instructional and troubleshooting documentation we publish online (and/or in-app within the Software) in relation to the Software (“**Documentation**”).

We license use of the Software and Documentation to you on the basis of this Licence. We do not sell the Software or Documentation to you. We remain the owners of the Software and Documentation at all times.

### AGREED TERMS

#### 1 GRANT AND SCOPE OF LICENCE, MINOR CHANGES, UPDATES

- 1.1 In consideration of you agreeing to abide by the terms of this Licence, the Licensor hereby grants to you a non-exclusive, non-transferable licence to use the Software and the Documentation in the UK on the terms of this Licence.
- 1.2 You may:
  - 1.2.1 install and use the Software for your personal purposes only;
  - 1.2.2 receive and use any free supplementary software code or update of the Software incorporating "patches" and corrections of errors as may be provided by the Licensor from time to time (but see condition 1.3); and
  - 1.2.3 use any Documentation in support of the use permitted under this condition 1.2.
- 1.3 We may update, or require you to update the Software, provided that the Software shall always materially match the description of it that we provided to you before you downloaded it.

#### 2 RESTRICTIONS

- 2.1 Except as expressly set out in this Licence or as permitted by any local law, you undertake:
  - 2.1.1 not to copy the Software or Documentation, except where such copying is incidental to normal use of the Software or where it is necessary for the purpose of back-up or operational security;
  - 2.1.2 not to rent, lease, sub-license, loan, translate, merge, adapt, vary, alter or modify, the whole or any part of the Software or Documentation nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;

- 2.1.3 not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the Software to obtain the information necessary to create an independent program that can be operated with the Software or with another program (“**Permitted Objective**”), and provided that the information obtained by you during such activities:
  - 2.1.3.1 is used only for the Permitted Objective;
  - 2.1.3.2 is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
  - 2.1.3.3 is not used to create any software that is substantially similar in its expression to the Software;
- 2.1.4 to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;
- 2.1.5 to include our copyright notice on all entire and partial copies of the Software in any form;
- 2.1.6 not to provide, or otherwise make available, the Software in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person without prior written consent from us; and
- 2.1.7 to comply with all applicable technology control or export laws and regulations.

### **3 INTELLECTUAL PROPERTY RIGHTS**

- 3.1 You acknowledge that all intellectual property rights in the Software and the Documentation throughout the world belong to us, that rights in the Software are licensed (not sold) to you, and that you have no intellectual property rights in, or to, the Software or the Documentation other than the right to use the Software and the Documentation in accordance with the terms of this Licence.
- 3.2 You acknowledge that you have no right to have access to the Software in source code form other than as expressly provided in this Licence.

### **4 WARRANTY**

- 4.1 We warrant that the Software will, when properly used on an operating system for which it was designed, perform substantially in accordance with the functions described in the Documentation.
- 4.2 The warranty does not apply:

- 4.2.1 if the defect or fault in the Software results from you having altered or modified the Software; or
- 4.2.2 if the defect or fault in the Software results from you having used the Software in breach of the terms of this Licence.

## 5 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 5.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Licence or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time this Licence was made, both we and you knew it might happen.
- 5.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.
- 5.3 **When we are liable for damage to your property.** If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.
- 5.4 **We are not liable for business losses.** The Software is for domestic and private use. If you use the Software for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 5.5 You acknowledge that the Software has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documentation meet your requirements.

## 6 TERMINATION

- 6.1 We may terminate this Licence immediately by written notice to you (which may be given in-app) if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.
- 6.2 We may terminate this Licence upon reasonable notice to you for any reason. If we are discontinuing the Software then we may give notice of termination in-app or on our website.
- 6.3 Upon termination for any reason:
  - 6.3.1 all rights granted to you under this Licence shall cease;
  - 6.3.2 you must cease all activities authorised by this Licence; and

- 6.3.3 you must immediately delete or remove the Software from all devices in your possession and immediately destroy or return to us (at our option) all copies of the Software then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

## **7 COMMUNICATIONS BETWEEN US**

- 7.1 If you are a consumer, if you wish to contact us in writing, or if any condition in this Licence requires you to give us notice in writing, you can send this to us by email or by pre-paid post to the address set out at the top of this Licence.
- 7.2 If we have to contact you or give you notice in writing then, unless otherwise stated in this Licence, we will do so by email or by pre-paid post to the address you provide or confirm to us.

## **8 HOW WE MAY USE YOUR PERSONAL INFORMATION**

Under data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in <https://www.hampshireculture.org.uk/privacy-policy> and it is important that you read that information.

## **9 OTHER IMPORTANT TERMS**

- 9.1 We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 9.2 You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.
- 9.3 This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 9.4 Each of the conditions of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining conditions will remain in full force and effect.
- 9.5 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 9.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.