

## **ONCAM EVOLUTION CAMERA CONFIGURATION TOOL END USER LICENCE AGREEMENT (EULA)**

### **PLEASE READ THESE AGREEMENT TERMS CAREFULLY**

This licence agreement ('the Licence') is a legal agreement between you ('you') and Oncam Global Ltd of Building 4, Chiswick Park, Chiswick High Road, London, W4 5YE ('Licensor', 'us or 'we') for:

The Camera Configuration Tool computer software, the data supplied with the software, and the associated media ('the Software'); and

online documentation ('the 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.

**SYSTEM REQUIREMENTS:** Details of the system requirements required to install and run this software can be found here:

<https://www.oncamgrandeye.com/resources/camera-config-tool/>

### **AGREED TERMS**

#### **ACCEPTANCE OF TERMS**

By downloading, installing, accessing, or otherwise using the Software, you agree to be bound by the terms and conditions of the Licence, as applicable. If you are entering into this Licence on behalf of an entity, company, or other corporate entity, you represent that you have the authority to bind that entity. If you do not have such authority or you do not agree to the terms of the Licence, neither you nor the entity is permitted to and must not download, install, access, or use the Software.

#### **GRANT OF LICENCE**

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 on the terms of this Licence.

The Software may be upgraded to reflect changes in the Operating System. We do not give any warranty that after such an upgrade that the Software will work with the previous version of that Operating System.

#### **RESTRICTIONS AND RESPONSIBILITY FOR USE**

Except as expressly set out in this Licence or as permitted by any local law, you undertake:

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;

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;

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 or applicable local equivalent) 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 ('the Permitted Objective'), and provided that the information obtained by you during such activities:

is used only for the Permitted Objective;

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

is not used to create any software that is substantially similar in its expression to the Software;

to include our copyright notice on all entire and partial copies of the Software in any form;

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

to comply with all applicable technology control or export laws and regulations.

## **UPDATES AND UPGRADES**

This Licence does not entitle you to updates or upgrades of Software. From time to time, and at our sole discretion, we may provide patches, bug fixes, corrections, updates, upgrades, support and maintenance releases, or other modifications to the Software or the Documentation, which items will be deemed part of the Software or the Documentation and will be subject to the terms and conditions of this Licence.

## **INTELLECTUAL PROPERTY RIGHTS**

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.

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.

## **DISCLAIMER**

The Software and Documentation, including (without limitation) any open source software incorporated in the Software, are delivered "as is" and "as available", without a warranty of any kind express or implied, including (without limitation) any warranties of merchantability, fitness for purpose, or non-infringement. You agree that you assume the sole risk from the downloading, installation, use, results, and performance of the Software and Documentation. In no event will we be liable for any claim, damages or other liability, whether in contract, tort, or otherwise, arising from, out of, or in connection with the Software or the Documentation or their downloading, installation, or use, or any other course of dealings. Without limiting the foregoing, no warranty, undertaking, representation of any kind is made that the Software or the Documentation, including (without limitation) any open source software incorporated in the Software, will meet your specific requirements, achieve any intended results, be compatible or work with any software, systems or services,

operate without interruption, meet any performance or reliability standards, be error or bug free, or that any errors or defects can be or will be corrected

## **LIMITATION OF LIABILITY**

If the Software is defective and damages a device, other property or any digital content belonging to you, we will not repair the damage or pay you any compensation. We will also not be liable for any damage that you could have avoided by following the Documentation or any of 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, to have in place the minimum system requirements advised by us, or from attempting to modify the Software.

You acknowledge that the Software may include open source software of a third party and that the disclaimers and limitations described in clauses 6 and 7 apply to such software.

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.

You acknowledge that the Software has not been developed to meet your specific 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.

## **TERMINATION**

Your rights under this Licence will terminate automatically without notice from us if you fail to comply with any term(s) of this Licence. You may terminate this Licence at any time by written notice to us.

Upon termination for any reason:

all rights granted to you under this Licence will cease;

you must cease all activities authorised by this Licence; and

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

## **COMMUNICATION BETWEEN US**

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 to [support@oncamgrandeye.com](mailto:support@oncamgrandeye.com). We will confirm receipt of this by contacting you in writing, normally by email.

## **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.oncamgrandeye.com/privacy-policy/> and it is important that you read that information.

## **OTHER IMPORTANT TERMS**

We may transfer our rights and obligations under these terms to another organisation.

You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.

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.

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

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 breaching the terms of the 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.

#### **GOVERNING LAW AND JURISDICTION**

These terms are governed by the law of England and Wales and you agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Licence.

END OF TERMS AND CONDITIONS