

Crowd Connected

Console End User Licence Agreement

Version 5.0
Date: April 2026

1. Acceptance of these terms

1.1 Your use of Crowd Connected's web console (the "**CC Console**") is governed by this End User Licence Agreement ("**EULA**"). Submitting user credentials, creating an account, accessing CC APIs, and/or logging into the CC Console constitutes Your acceptance of this EULA.

1.2 IF YOU DO NOT AGREE, PLEASE DO NOT ACCESS OR USE THE CC CONSOLE. UPON ACCEPTING THESE TERMS, THEY BECOME A BINDING AGREEMENT BETWEEN YOU AND CC.

1.3 This EULA governs Your individual use of the CC Console. If the organisation on whose behalf You access the CC Console has entered into a separate agreement with CC (such as the CC Standard Terms and Conditions or a Master Services Agreement), that agreement governs the commercial relationship between the organisation and CC. This EULA does not create any payment obligation; fees and subscription terms are governed solely by the applicable commercial agreement between Your organisation and CC.

1.4 From time to time, CC may modify this EULA. CC will use reasonable efforts to notify You of changes via a prominent notice on the CC Console login page and/or by email. Continued use of the CC Console and/or CC APIs after the updated EULA is notified to You as coming into effect will constitute Your acceptance of the updated terms.

2. Definitions

In this EULA, the following terms have the meanings set out below. Terms defined in the CC Standard Terms and Conditions or the applicable Master Services Agreement and not separately defined here have the same meaning when used in this EULA.

"**Applicable Law**" means all laws, statutes, regulations, directions, guidelines, codes of conduct of any governmental or other regulatory body of competent jurisdiction, any orders of any court or other tribunal of competent jurisdiction which are applicable to this EULA or to the performance by either Party of its obligations under it.

"**CC**" means Crowd Connected Ltd, a company registered under number 08417106 in England with offices at Surrey Technology Centre, Guildford, GU2 7YG.

"**CC Access Permission**" means a unique authorisation entitling an individual to have access to the CC Console and/or CC API, which constitutes Confidential Information.

"**CC API**" means any application programming interface CC makes available to You.

"**CC Console**" means the web application available at <https://app.crowdconnected.com> or such other successor URL, including any CC API.

"**CC Console Documentation**" means documentation that CC makes available to You in connection with the CC Console, typically available via weblinks from the CC Console or CC website, as updated from time to time.

"**CC Platform**" means the collection of information technology services operated by CC that (i) receive, process and store data and (ii) transmit and receive data from the CC Console.

"**CC Reseller**" means any person authorised by CC to licence access to the CC Platform.

"**Confidential Information**" of a Party means any document or other information which relates to that Party's trade secrets or business affairs or which is marked confidential or which the recipient knows or reasonably ought to know is confidential and is disclosed by a Party to the other in connection with this EULA.

"Customer" means the organisation that has entered into a commercial agreement with CC (under the CC Standard Terms and Conditions or a Master Services Agreement) and on whose behalf You access the CC Console.

"IPR" means all rights, title and interest including all patent, copyright, trademark, trade secret, rights in Confidential Information (including know-how and trade secrets) and other intellectual property rights (whether registered or unregistered).

"Party" means each of CC and You; **"Parties"** means both CC and You.

"Third Party Content" means content sourced by You from a third party and uploaded to the CC Console, for example, a map or floorplan.

"You" means the person using the CC Console as intended in this EULA, and **"Your"** shall be construed accordingly. If You accept this EULA on behalf of Your company, organisation or other entity, You must have, and You represent that You have, full legal authority to bind Your company, organisation or such other entity to this EULA.

"Your Content" means any content and information You transmit to, import into or create in the CC Console, including Third Party Content.

"Your Feedback" means any information concerning errors, suggestions for enhancements, ideas, problems, complaints, and other matters related to the CC Console provided by You to CC, either directly or via third-party tools.

2.1 Any reference in this EULA to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

2.2 The headings in this EULA are for convenience only and shall not affect its interpretation.

2.3 Any reference to a "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2.4 Any list or examples in this EULA following the word "including" shall be interpreted without limitation to the generality of the preceding words.

2.5 This EULA shall be binding upon a Party's permitted assigns and successors in title.

3. Grant of licence

3.1 Subject to Your compliance with this EULA, CC hereby grants You a personal, non-exclusive, non-sub-licensable, non-transferable, royalty-free, worldwide, revocable, limited licence to access and use the CC Console.

3.2 Access to the CC Console requires one or more CC Access Permissions. You are solely responsible for maintaining the confidentiality of Your CC Access Permission(s). You shall not allow a third party to use Your CC Access Permission.

3.3 You shall promptly notify CC if You become aware of any unauthorised access to or use of the CC Console or any CC Access Permission.

3.4 The level of access to CC Console features granted to You may vary depending on factors including, if applicable, the subscription plan applicable to Your Customer's account.

3.5 Except as expressly granted to You under this EULA, CC retains its entire right, title, and interest in and to the CC Console as further detailed in section 6.

3.6 Where You create CC Access Permissions for others, You shall be responsible for any breach of this EULA by such persons as if it were a breach by You.

4. Use restrictions

4.1 You shall not (working alone or with a third party):

(a) reverse engineer, disassemble, decompile, decode or translate the CC Console or any portion thereof, except if and to the extent expressly permitted under any Applicable Law. If Applicable Law expressly permits such activities, any information so discovered or derived shall be deemed to be the Confidential Information of CC and must be promptly disclosed by You to CC;

(b) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the CC Console;

(c) use the CC Console for any purposes other than as expressly described in the CC Console Documentation.

5. Your content

5.1 CC shall have no right, title or interest in Your Content by virtue of this EULA, except that by submitting Your Content to the CC Console or otherwise providing Your Content to CC, You grant CC and its affiliates a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sub-licensable licence to reproduce, adapt, modify, translate, distribute, process and transfer Your Content via the CC Console in accordance with this EULA.

5.2 CC is not responsible for Your Content including its accuracy, completeness, validity, copyright compliance, quality, or any other aspect thereof. Accordingly, CC does not have any liability to You or any other person for any of Your Content. Your access to and use of any Third Party Content may be subject to Your acceptance of any terms and conditions governing the use of the Third Party Content, as notified to You by the provider.

5.3 CC may remove without liability any or all of Your Content from the CC Console if CC has any reason to believe that any of Your Content is illegal, infringing or in some way offensive or otherwise inappropriate.

6. Intellectual property rights

6.1 You acknowledge and agree that, as between You and CC, save in respect of Third Party Content, all IPR comprising, or used or embodied in the CC Console including all copyrights, trademarks, and other proprietary rights therein or relating thereto (together, "**CC Console IP**") are owned by CC and are vested absolutely and exclusively in CC.

6.2 The CC Console is licensed and not sold to You. CC does not and shall not assign to You or anyone acting on Your behalf any IPR in any of the CC Console IP, except as expressly set out in this EULA.

6.3 Any and all rights in the CC Console IP which have not been expressly licensed to You under this EULA are reserved to CC and may be used, marketed, exploited and disposed of by CC concurrently with, and throughout the term of this EULA, freely and without limitation or restriction.

6.4 CC shall, at its own expense, indemnify (and keep indemnified) and defend You against any direct costs, claims, damages, expenses or liabilities, including reasonable legal fees, suffered or incurred by You and which arise from any third-party claim that the use by You of CC Console IP strictly in accordance with this EULA infringes the intellectual property rights of any third party, provided that You:

- (a) promptly notify CC in writing of any third-party claim, giving all reasonable details of the same;
- (b) make no admission as to liability and do not compromise or agree any settlement of the claim without the prior written consent of CC;
- (c) use all reasonable endeavours to mitigate Your losses;
- (d) give CC sole control over the claim provided that CC shall notify You of any material developments in the claim; and
- (e) fully co-operate with CC at its expense in the conduct of the claim.

6.5 CC will not indemnify You to the extent that the applicable third-party claim is based upon or arises from the unauthorised combination or use of the CC Console IP with any products, hardware or services not expressly approved by CC.

6.6 If a third party claims that Your use of the CC Console infringes that person's IPR, then CC may at its sole discretion and cost within a reasonable period of being notified of such claim: (i) procure the right for You to continue using the applicable infringing material; or (ii) replace or modify the applicable infringing material so that it becomes non-infringing.

6.7 You shall, at Your own expense, indemnify (and keep indemnified) and defend CC against any losses, damages, costs, claims, expenses or liabilities, including reasonable legal fees, suffered or incurred by CC and which arise from any claim that Third Party Content uploaded by You infringes the IPR of any third party, and if CC seeks such indemnification it shall:

- (a) promptly notify You in writing of the applicable claim, giving all reasonable details of the same;
- (b) make no admission as to liability or compromise or agree any settlement of the claim without the prior written consent of You;
- (c) use its reasonable endeavours to mitigate its losses;
- (d) give You sole control over the claim provided that You shall notify CC of any material developments in the claim; and
- (e) fully co-operate with You at Your expense in the conduct of the claim.

6.8 You acknowledge and agree that: (i) You shall not retain, acquire or assert any IPR or other right, title or interest in or to Your Feedback; (ii) CC may have development ideas similar to Your Feedback; (iii) Your Feedback does not contain confidential information or proprietary information from You or any third party; and (iv) CC is not under any obligation of confidentiality with respect to Your Feedback. In the event the transfer of the ownership to Your Feedback is not possible due to Applicable Law, You grant CC and CC's affiliates an exclusive, transferable, irrevocable, free-of-charge, sub-licensable, unlimited and perpetual right to use (including copy, modify, create derivative works, publish, distribute and commercialise) Your Feedback in any manner and for any purpose.

6.9 This section 6 sets forth CC's and its suppliers' sole liability and Your sole and exclusive remedy with respect to any claim of IPR infringement relating to the CC Console.

7. API usage

7.1 You acknowledge that Your access to CC APIs is subject to:

- (a) adherence to fair and reasonable use to prevent downtime, loss of or corruption or damage to data and/or other errors or technical issues;

(b) a reasonable number of concurrent calls (API requests), together with an appropriate wait period for completion of those calls before commencing further calls. CC may specify specific call limits from time to time, to which You shall adhere;

(c) in the event that You receive errors from use of a CC API, You must immediately notify CC and reduce Your usage of the applicable CC API appropriately; and

(d) You having a CC Access Permission key provided by CC (which may be subject to additional licence fees payable by the Customer).

7.2 CC shall be entitled (with 24 hours notice for cure) to suspend, modify, restrict or otherwise limit Your use of any CC API where CC believes You are:

(a) in repeated breach of this EULA;

(b) are unlawfully using any CC API; or

(c) for reasonable security reasons.

8. Updates

8.1 From time to time CC may, in its sole discretion, provide updates to the CC Console, including upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related updated CC Console Documentation, "**Updates**"). Updates may also modify or delete certain features and functionality. You acknowledge and agree that CC has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. You further agree that all Updates will be deemed part of the CC Console and be subject to all the terms of this EULA.

9. Termination of console access

9.1 This EULA takes effect when You first access the CC Console and remains in effect until terminated in accordance with this section 9.

9.2 CC may suspend or terminate Your access to the CC Console immediately and without notice if:

(a) You breach any term of this EULA;

(b) the commercial agreement between Your Customer and CC is modified, terminated or expires;

(c) Your CC Access Permission is revoked by Your Account Holder or CC; or

(d) CC ceases to provide the CC Console.

9.3 You may terminate this EULA at any time by ceasing to use the CC Console and notifying CC.

9.4 On termination of this EULA for any reason:

(a) all rights and licences granted to You under this EULA shall cease with immediate effect; and

(b) the accrued rights of the Parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination shall not be affected and shall remain in full force and effect.

9.5 Termination of this EULA does not affect any commercial agreement between the Customer and CC, which is governed by its own termination provisions.

10. Limitation of liability and disclaimer

10.1 Nothing in this EULA shall limit or exclude:

- (a) either Party's liability for death or personal injury caused by its or its employees', agents' or sub-contractors' negligence;
- (b) either Party's liability for fraud or fraudulent misrepresentation; or
- (c) either Party's liability for any liability to the extent it cannot be limited or excluded by Applicable Law.

10.2 Subject to clause 10.1, neither Party shall have any liability under or in connection with this EULA, howsoever arising, for loss of profits, loss of revenues, loss of contracts, loss of business, loss or corruption of data, loss of goodwill, loss of anticipated savings, loss of opportunity, loss caused by business interruption or for any indirect, consequential or special loss.

10.3 Subject to clause 10.1, CC's entire liability arising out of or in connection with this EULA shall in no circumstances exceed one hundred pounds sterling (GBP 100). Where You are an employee or representative of a Customer, liability for the commercial relationship (including any fee-based claims) is governed by the applicable commercial agreement between the Customer and CC, not this EULA.

10.4 In the event of loss or corruption of data in the CC Platform, CC's liability shall be limited to taking reasonable steps to try to recover that data from available backups.

10.5 Subject to clause 10.1, You agree that CC shall not be liable in contract, tort (including negligence), for breach of statutory duty or in any other way for any loss or damage to the extent it arises directly or indirectly from any inferences or conclusions derived from the CC Console by You, or third parties working on Your behalf.

10.6 You acknowledge that:

- (a) the CC Console has not been developed to meet Your individual requirements and You accept responsibility for the selection of the CC Console to achieve Your intended results; and
- (b) CC does not warrant that operation of the CC Console will be uninterrupted or error-free, or that defects in the CC Console will be corrected.

10.7 CC warrants that the CC Console will operate in substantial conformity with the applicable CC Console Documentation. CC's sole liability (and Your sole and exclusive remedy) for any breach of this warranty will be, at no charge to You, for CC to use reasonable efforts to correct the reported non-conformity, or if CC determines such remedy to be impracticable, You may terminate this EULA without penalty.

10.8 Save as expressly stated otherwise in this EULA, CC does not give any warranties, representations or undertakings in respect of the CC Console, and CC hereby excludes to the fullest extent permitted by Applicable Law, all warranties, conditions, undertakings and other terms (whether express or implied, statutory or otherwise) that relate to the delivery, performance, quality, uninterrupted use, fitness for purpose, occurrence or reliability of the CC Console.

10.9 YOU ACKNOWLEDGE AND AGREE THAT (EXCEPT AS EXPRESSLY PROVIDED IN THIS EULA) THE CC CONSOLE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND (WHETHER EXPRESS OR IMPLIED). CC AND ITS SUBSIDIARIES, AFFILIATES AND CC RESELLERS ARE UNDER NO OBLIGATION TO MAKE AVAILABLE THE CC CONSOLE AT ANY TIME. ACCORDINGLY, USE OF THE CC CONSOLE IS AT YOUR SOLE RISK.

11. Confidentiality

11.1 Each Party (as "**Receiving Party**") agrees that certain information it obtains from the disclosing Party ("**Disclosing Party**") constitutes Confidential Information of the Disclosing Party.

11.2 Except as expressly authorised herein, the Receiving Party will (a) hold in confidence and not disclose any Confidential Information to third parties and (b) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under this EULA. The Receiving Party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know, provided that such representatives are bound to confidentiality obligations no less protective of the Disclosing Party than this section 11 and that the Receiving Party remains responsible for compliance by any such representative with the terms set out herein.

11.3 The Receiving Party's confidentiality obligations will not apply to information that the Receiving Party can document: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (d) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may make disclosures to the extent required by law or court order, provided the Receiving Party notifies the Disclosing Party in advance and cooperates in any effort to obtain confidential treatment.

11.4 The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

12. Data protection

12.1 CC's collection and use of personal data from You is governed by the Console Privacy Policy, available at <https://app.crowdconnected.com/privacy-policy> (or such successor URL as CC may notify from time to time).

12.2 CC acts as data controller in respect of personal data collected from You for the purposes of account management, authentication, and service administration.

13. General provisions

13.1 Assignment. Neither Party may assign this EULA without the advance written consent of the other Party, except that either Party may assign this EULA in connection with a merger, reorganisation, acquisition or other transfer of all or substantially all of such Party's assets or voting securities.

13.2 Force majeure. Neither Party will be liable to the other for any delay or failure to perform any obligation under this EULA if the delay or failure is due to unforeseen events that occur after the date this EULA takes effect and that are beyond the reasonable control of such Party.

13.3 Waiver. No waiver by either Party of any breach of this EULA by the other Party shall be considered as a waiver of any subsequent breach of the same or any other provision.

13.4 Severance. If any provision of this EULA will be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that this EULA will otherwise remain in effect.

13.5 Notices. Any notice or communication to You under this EULA will be via prominent display on the CC Console login page, by email, or by comparable means of communication to the contact details CC has on file.

13.6 No partnership or agency. Nothing in this EULA is intended to, or shall operate to, create a partnership between the Parties, or to authorise either Party to act as agent for the other, and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way.

13.7 Entire agreement. This EULA, together with any applicable commercial agreement between the Customer and CC, constitutes the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this EULA.

13.8 Governing law. This EULA (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this EULA) shall be governed by and construed in accordance with the laws of England and Wales. The Parties shall submit to the exclusive jurisdiction of the English courts.