

END USER LICENCE AGREEMENT

THIS AGREEMENT IS ENTERED INTO BETWEEN SPC (AS DEFINED BELOW) AND THE PERSON AGREEING THESE TERMS (“YOU”). THIS AGREEMENT APPLIES TO ANY SOFTWARE PROVIDED BY SPC TO YOU.

READ THIS AGREEMENT CAREFULLY BEFORE CONTINUING WITH THE USE OF THE SOFTWARE.

THIS AGREEMENT APPLIES IN ADDITION TO ANY APPLICABLE PURCHASE ORDER AND TERMS AND CONDITIONS RELATING TO THE SUPPLY OF THE SOLUTION.

BY USING THE SOLUTION, YOU ARE ACCEPTING THIS AGREEMENT AND AGREEING TO BE BOUND BY ITS TERMS. IF YOU ARE NOT WILLING TO BE BOUND BY THE TERMS OF THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THE SOLUTION.

THIS AGREEMENT APPLIES TO ALL USERS WHO ACT ON YOUR BEHALF AND YOU ARE RESPONSIBLE FOR THE ACTS AND OMISSIONS OF USERS AS IF THEIR ACTS AND OMISSIONS ARE YOURS.

THIS AGREEMENT ALSO GOVERNS THE OWNERSHIP AND USE OF DATA (INCLUDING ANY USER DATA) (AS DEFINED BELOW), SPC IP (AS DEFINED BELOW) AND DELIVERABLES (AS DEFINED BELOW), WHICH WERE COLLECTED, PRODUCED OR GENERATED BY SPC OR ITS AFFILIATES BEFORE ON OR AFTER THE DATE OF THIS AGREEMENT.

Annex I defines capitalised terms and the rules of interpretation applicable to this Agreement.

1. LICENCE.

- (a) SPC hereby grants you, and you hereby accept, a personal, revocable, non-transferable, non-exclusive licence to (i) during the Term, install and use the Solution; and (ii) during and after the Term, use the Deliverables, and make the Deliverables available to a third party, all solely for your own personal, non-commercial use, but for no other purpose, subject to your compliance with this Agreement (the “**Licence**”). The Solution may, from time to time, contain third party materials (including open source software) and you agree to comply with terms of any third party licences applicable to such materials where notified to you by SPC (for example, where a link containing a list of such licences on a website maintained by SPC is notified to you in the help or settings section of the Solution). You understand and acknowledge that the Solution may not function properly if you do not keep the Application (as defined below) and associated account current and up-to-date.
- (b) You shall be responsible for all users accessing the Solution (you and them each being a “**User**”), including ensuring that such users shall use the Solution strictly in accordance with this Agreement. Any use of the Solution by you or another User in breach of this Agreement, shall be deemed as a material breach by you of this Agreement.
- (c) During the Term, and at all times during your use of the Solution you shall comply with all applicable laws, rules and regulations.

2. USER DATA.

- (a) SPC acknowledges that User Data shall be owned by you and SPC shall have no rights in connection with the User Data, except as expressly permitted in this Agreement and in the Privacy Policy.
- (b) You represent and warrant that: (i) you have obtained all necessary licence(s), permission(s), consent, and made any necessary disclosures, to use your User Data and permit SPC and its affiliates to use and disclose the User Data as contemplated by this Agreement; (ii) you have the rights necessary to grant the licence and rights to SPC in Section 3.(d); and (iii) your User Data does not violate or infringe any Intellectual Property Right or other right, including any proprietary right, any right of publicity or privacy, of any person, company or entity, or other third party.
- (c) You shall indemnify and hold harmless SPC, its affiliates, and their respective directors, officers, employees and agents, (each an “**SPC Indemnitee**”) from and against any loss, cost, expense or liability, arising from or in connection with (i) any breach by you of Section 2.(b), and (ii) any third party claim brought against an SPC Indemnitee, to the extent that the possession or use by an SPC Indemnitee (as applicable) of such third party claim alleges that the User Data or any portion thereof, infringes any Intellectual Property Rights of a third party.

3. SPC INTELLECTUAL PROPERTY RIGHTS.

- (a) All right, title, and interest in and to the Solution is and shall remain the exclusive property of SPC. Nothing in this Agreement constitutes a waiver of SPC’s Intellectual Property Rights under any law. You acknowledge that you are not granted any title or ownership rights in or to the Solution, except for the limited right of use of the Solution expressly set forth in Section 1.(a) of this Agreement.
- (b) You acknowledge that the Data and the Deliverables, excluding the User Data (whether collected or generated before on or after the date of this Agreement) and all Intellectual Property Rights therein (the foregoing, collectively, the “**SPC IP**”) belong exclusively to SPC and to the extent not already owned by SPC, are hereby assigned (including the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of these rights, in each case whether subsisting now or in the future) to SPC by you (in the case of future Data and Deliverables and Intellectual Property Rights therein, with effect immediately upon their creation and as a future assignment of copyright). The SPC IP shall remain the exclusive property of SPC during and after the Term and you must not use or disclose any Data except as expressly permitted by this Agreement.
- (c) If for any reason whatsoever, including under applicable law, the assignment of the rights to the SPC IP above is not effective, you hereby unconditionally and irrevocably: (i) waive the enforcement of your rights under applicable law with respect to the Deliverables (to the extent allowable under applicable law); and (ii) grant SPC an exclusive, irrevocable, perpetual, transferable, sublicenseable, royalty-free, worldwide licence to use, load, execute, store, transmit, display, copy adapt, translate, amend, modify, enhance, maintain, further develop and prepare derivative works from such SPC IP.
- (d) To the extent that any Deliverables contain any User Data, you hereby grant SPC a non-exclusive, irrevocable, transferable, sublicenseable, royalty-free, fully paid up, worldwide licence for the term of the protection of the rights licensed to use, load, execute, store, transmit, display, publish, copy adapt, translate, amend, modify,

enhance, maintain, further develop, prepare derivative works from, commercialise and otherwise exploit such User Data for operating, improving and promoting SPC's and its affiliates' products and services and developing new technologies, products and services.

- (e) SPC hereby grants you, and you hereby accept, a personal, revocable, non-transferable, non-exclusive licence during the Term to use the Deliverables solely for your own personal, non-commercial use, but for no other purpose, subject to your compliance with this Agreement.
- (f) SPC reserves all rights in and to (i) all designs, engineering details and other data pertaining to the Solution (subject to Section 4 below); (ii) all original works, computer programs, discoveries, inventions, know-how, and techniques arising out of the Solution; and/or (iii) any and all products or services developed as a result of the Solution. The Solution contains trade secrets of SPC, including the source code version and the specific design of the Software.
- (g) You shall promptly notify SPC in writing of any infringement or other violation of SPC's Intellectual Property Rights (including the SPC IP) of which you become aware and shall reasonably cooperate with SPC, at SPC's expense, in the defence and protection of such Intellectual Property Rights.

4. PROHIBITED USES.

- (a) ***Prohibited Uses of the Solution.*** Except and only to the extent any of the following restrictions are specifically prohibited by applicable law or to the extent as may be specifically permitted by the licensing terms governing use of any third party materials (including open source software in the Solution), you agree not to (i) modify, adapt, translate, decompile, disassemble or reverse engineer the Solution, or in any other manner decode the Solution, or create derivative works based thereon; (ii) sell, licence (or sublicense), lease, assign, transfer, pledge, or share your rights under this Agreement with/to anyone else; (iii) place the Software onto a server so that it is accessible via a public network; (iv) use any back-up or archival copies of the Software (or allow someone else to use such copies) for any purpose other than to replace an original copy if it is destroyed or becomes defective, service bureau, or outsourcing arrangement, or to otherwise utilize the Solution in any manner not expressly allowed under this Agreement; (v) create any unauthorized Internet "links" to the Solution, or "frame" or "mirror" any content of the Solution on any other server or wireless or Internet-based device; (vi) copy any proprietary ideas, features, functions or graphics of the Solution; (vii) remove or alter any patent numbers, trade names, copyright notices, trade mark notices, serial numbers, labels, tags or other identifying marks, symbols or legends included in and/or otherwise affixed to or embedded in the Solution or any part or parts thereof; (viii) use the facilities or capabilities of the Solution to conduct any illegal activity, solicit the performance of any illegal activity, or engage in any other activity which infringes upon the rights of SPC or any third party; or (ix) link the Solution to any third party system (other than as permitted by SPC).
- (b) ***Prohibited Uses of SPC IP.*** You agree that you shall not (i) copy any SPC IP in any format whatsoever; (ii) transmit any SPC IP in any format to any other third party; and (iii) licence, rent, sell or allow access to any SPC IP to third parties in any format whatsoever.

5. AVAILABILITY.

SPC undertakes that it will use its reasonable efforts to attempt to provide the access to the Solution 24 hours a day, 7 days a week. However, there will be occasions when access to the Solution will be interrupted, including for security and maintenance purposes, upgrades and repairs, which you acknowledge that the aforementioned is a necessary function conducted by SPC, or as a result of failure of telecommunications links and equipment that are beyond SPC's control. To the extent permitted by applicable law, SPC shall bear neither responsibility nor liability for any loss of revenue or User Data that may result therefrom. YOU ACKNOWLEDGE AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE TO ACCESS THE SOLUTION IS TO TERMINATE THIS AGREEMENT BY NOTICE TO SPC. SPC may modify or discontinue, temporarily or permanently the Solution or any portion thereof, at any time in its sole discretion. SPC has no obligation to store, maintain or provide you a copy of any content that you provide when using the Solution. You are responsible for securing and maintaining your own User Data.

6. ACCOUNTS SYNCHRONISATION

- (a) As SPC provides or plans to provide connected services to you, when you create your account with the Application SPC shall automatically create your accounts in other applications offered and maintained by SPC to facilitate your use of SPC products and navigation (the “**Synchronised Account**”).
- (b) All provisions in relation to your account with the Application shall fully apply to the Synchronised Account.

7. ACCOUNT DELETION

- (a) You shall have an option to delete your account from the Application by following the procedure available within the Application.
- (b) By deleting your account, your personal and associated data you have provided through the Application shall be irretrievably deleted and not available except for the right of SPC to keep certain data in line with its legal obligations and applicable data protection laws.
- (c) When you delete your account, your personal and associated data in the Synchronised Account shall be deleted automatically.
- (d) In particular, SPC shall keep the following data on you:
 - Direct sales data from purchases made with the Application.
 - Support case information.
 - Other applicable data for establishment, exercise or defense of legal claims, preventing fraud/ensuring security, etc.
- (e) Please check the Privacy Policy to get more information on deletion of your personal data.
- (f) Account deletion process is separate from the Application deletion process. If you delete your account, all your data shall be deleted irretrievably and you shall not be able to use the Application (you still shall be able to use the Device, but with a limited functionality only). If you delete the Application, in case you would like to use it again with the same email, your data shall be retrieved automatically.

8. WARRANTY DISCLAIMER.

THE SOLUTION IS PROVIDED BY SPC ON AN “AS-IS” BASIS, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, SPC HEREBY EXCLUDES AND DISCLAIMS ALL CONDITIONS, WARRANTIES, GUARANTEES AND REPRESENTATIONS OF ANY KIND OR NATURE, THAT ARE NOT EXPLICITLY PROVIDED FOR IN THIS AGREEMENT, WHETHER WRITTEN OR ORAL, STATUTORY, CUSTOMARY, EXPRESS OR IMPLIED, INCLUDING, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS. IN ADDITION, SPC EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY WITH RESPECT TO LIABILITY FOR COMPLIANCE WITH LAWS, REGULATIONS, OR OTHER OFFICIAL GOVERNMENT RELEASES APPLICABLE TO THE END USER, WHICH SHALL BE YOUR SOLE RESPONSIBILITY. YOU EXPRESSLY AGREE THAT SPC DOES NOT REPRESENT OR WARRANT THAT THE OPERATION OF THE SOLUTION WILL BE ACCURATE, UNINTERRUPTED OR ERROR-FREE.

9. EXCLUSION OF CONSEQUENTIAL DAMAGES.

TO THE EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT IN RESPECT OF DEATH OR PERSONAL INJURY TO THE EXTENT CAUSED BY SPC’S NEGLIGENCE, SPC SHALL NOT BE LIABLE (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) TO YOU OR ANY THIRD PARTY FOR ANY: (I) INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES; OR (II) ANY LOSS OR DAMAGE TO BUSINESS EARNINGS, LOST PROFITS OR GOODWILL AND LOST OR DAMAGED DATA OR DOCUMENTATION, SUFFERED BY ANY PERSON, ARISING FROM AND/OR RELATED WITH AND/OR CONNECTED TO ANY USE OF THE SOLUTION, EVEN IF SPC IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. LIMITATION OF LIABILITY.

THE MAXIMUM CUMULATIVE LIABILITY OF SPC AND ITS AFFILIATES UNDER THIS AGREEMENT, INCLUDING LIABILITY ARISING OUT OF THE USE OF THE SOLUTION, WILL BE LIMITED TO: (I) THE AMOUNT OF THE TOTAL CONSIDERATION PAID TO SPC BY YOU FOR THE DEVICES; OR IF HIGHER (II) £5,000. NOTHING IN THESE TERMS LIMITS OR EXCLUDES THE LIABILITY OF SPC AND ITS AFFILIATES TO THE EXTENT NOT PERMITTED BY APPLICABLE LAW.

11. TERM AND TERMINATION.

This Agreement shall commence when you click to or otherwise accept these terms and shall continue until termination in accordance with this Agreement (“**Term**”). If your use of the Solution is subject to a subscription term (as may be set out in a purchase order and terms and conditions), this Agreement shall automatically terminate upon termination of the subscription term. SPC shall have the right to terminate this Agreement if you fail to comply with the terms of this Agreement, and your ability to use the Solution shall automatically terminate. Upon termination: (i) your entitlement to any licence under this Agreement and any applicable terms of use shall automatically terminate. Sections 1(a)(ii) (in respect of the licence to the Deliverables), 2.(c), 3.(b), 9, 10, 11, 12, 13 and 12 shall survive any termination of this Agreement.

12. CONFIDENTIALITY

- (a) All non-public, confidential, or proprietary information of SPC, including specifications, documents, data, or business operations, disclosed or made available by SPC to you, whether disclosed or made available orally, accessed in written,

electronic, or other form or media, and whether or not marked, designated, or otherwise identified as “confidential” in connection with this Agreement, is confidential, solely for the use of performing this Agreement, and may not be disclosed or used unless authorised in advance by SPC in writing or expressly provided for in this Agreement.

- (b) SPC’s request, you shall promptly return all documents and other materials received from SPC. SPC shall be entitled to injunctive relief for any breach or threatened breach of this Section.
- (c) This Section does not apply to information that you can demonstrate is (i) in the public domain; (ii) known to you at the time of disclosure; or (iii) rightfully obtained by you on a non-confidential basis from a third party.

13. MISCELLANEOUS

- (a) ***Binding Effect.*** This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, legal representatives and assigns, including in the case of you, a successor or assignee to all or any substantial part of the business or business assets of you, no matter the manner or form of succession or assignment and irrespective of whether the successor or assignee has possession of all or any part of the Solution.
- (b) ***Notices.*** All notices which are required to be given under this Agreement shall be in writing and delivered to the address specified in the applicable purchase order provided that SPC may also issue notices to via email to the email addressed used to register your account with SPC (and as may be updated from time to time). Any such notice shall be delivered by hand or by certified first class mail, postage prepaid, return receipt requested, and shall be deemed given upon the date hand delivered or three (3) days after mailing, or in the case of email notices, at the time of sending.
- (c) ***Severability.*** The invalidity or unenforceability of any of the provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect. If any provision of this Agreement is for any reason held by a court of competent jurisdiction to be invalid or unenforceable, it shall be construed to make it valid and enforceable by limiting it as to time, subject or geographical scope as required under applicable law.
- (d) ***No Waiver.*** All rights, privileges and remedies afforded SPC shall be deemed cumulative and not exclusive, and the exercise of any one of such remedies shall not be deemed a waiver of any other right, privilege or remedy. No term or condition of this Agreement shall be deemed to have been waived by SPC, except by written consent of SPC.
- (e) ***Third Party Rights.*** No one other than a party to this Agreement shall have any right to enforce any of its terms provided that any affiliate of Antelliq may enforce the terms of this Agreement against you.
- (f) ***Variation.*** This Agreement may not be amended, modified or supplemented except in writing as agreed to and signed by both parties except that SPC may update these terms on notice at any time and will use reasonable endeavours to provide you with thirty (30) days’ notice of material changes to this Agreement. You have the right to terminate the Agreement immediately if you do not agree with the changes. Your continued access to the Solution will constitute acceptance of the revised Agreement.

- (g) ***Entire Agreement.*** This Agreement, and any applicable purchase order and terms and conditions relating to the supply of the Solution, govern your use of the Solution and constitute the entire, final, complete and exclusive understanding and agreement between the parties regarding the subject matter and supersedes all prior representations, proposals or understandings. If there is a conflict or ambiguity between the terms of this Agreement and any applicable purchase order and terms and conditions, the terms of this Agreement shall always prevail to the extent of the conflict. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

14. GOVERNING LAW AND JURISDICTION.

This Agreement, and any non-contractual obligations arising from or in connection with it, shall be governed by the laws of England and Wales. If you are acting as a consumer and the consumer protection laws and regulations in your country of residence contain provisions that are more beneficial for you than these terms, such provisions shall apply irrespective of our choice of the law. In the event of any conflict or dispute arising from or in connection with this Agreement, the courts of England and Wales shall have exclusive jurisdiction of such conflict or dispute. If you are acting as a consumer, you agree to submit to the non-exclusive jurisdiction of the courts of England and Wales and you may also bring proceedings before the courts of your place of residence.

Annex I

“Application”	means the Sure Petcare application, which must be downloaded by you from the Apple App Store or Google Play.
“Data”	means all data, text, drawings and other materials which are collected, embodied, processed, generated or developed in any medium whatsoever, including all electronic, optical, magnetic or tangible media, during any part of the processing lifecycle of end user data, including the development of Deliverables, except that the definition of “Data” shall not include any “User Data”.
“Deliverables”	means the analysis and reports generated by, or being the output of, the Solution or the Devices, on, after or before the date of this Agreement including the results of the processing by the Solution of the Data and/or the User Data.
“Device”	means each hardware component of any Sure Petcare connected product offering (including the SureFlap Microchip Cat Flap Connect, SureFlap Microchip Pet Door Connect, SureFeed Microchip Pet Feeder Connect and Felaqua Connect).
“Documentation”	means any materials provided to you before, on or after the date of this Agreement by SPC describing the use and/or functionality of the Solution or any part thereof. Documentation may be provided, in any form, such as electronic, print or magnetic media, and includes product user manuals, reference manuals and installation guides or on-line help.
“Intellectual Property Rights”	means all current and future worldwide intellectual property rights including, all rights to inventions and creations, copyrights, mask work rights, rights in semi-conductor topography, trade secrets and know-how, trade marks and service marks, designs, formulas, algorithms, procedures, methods, techniques, programs and other similar materials, and all recordings, graphs, drawings, reports, analyses, other writings, and any other embodiment of the foregoing, in any form, whether or not specifically listed herein, which may subsist in any applicable jurisdiction, and applications and registrations for and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from any of the foregoing and all similar or equivalent rights or forms of protection together with all related rights and powers arising or accrued.
“Licence”	has the meaning given at Section 1.(a).
“Privacy Policy”	SPC’s privacy policy that sets out, among other things, how SPC handles your personal data.
“Software”	means SPC’s proprietary and generic software provided in connection with the Solution or to which access is given to you before on or after the date of this Agreement by SPC.
“Solution”	means the Sure Petcare connected product offering purchased by

	you under one or more purchase orders, including the Application, Software, Devices and Documentation.
“SPC”	means SureFlap Limited a company under the laws of England and Wales with company number 06399085 whose registered office is at 7 Irwin Centre Scotland Road, Dry Drayton, Cambridge, Cambridgeshire, CB23 8AR, UK.
“SPC Indemnatee”	has the meaning given at Section 2.(c).
“SPC IP”	has the meaning given at Section 3.(b).
“Term”	has the meaning provided in Section 10.
“User”	has the meaning provided in Section 1.(b).
“User Data”	means the Data that you provide or which is otherwise inputted into the Devices by you or by virtue of the animal’s movements which constitutes the raw, unprocessed data of the animal’s movements, excluding any personal data as defined under, and which shall be governed by, our Privacy Policy.

Interpretation

In this Agreement:

- Section, Annex and paragraph headings in this Agreement are intended strictly for convenience and shall not affect the interpretation of this Agreement.
- A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- A reference to writing or written includes emails.