

PLEASE READ THESE LICENCE TERMS CAREFULLY

BY CLICKING ON THE "ACCEPT" CHECKBOX YOU AGREE TO THESE TERMS WHICH WILL BIND YOU.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK ON THE "ACCEPT" CHECKBOX.

These Terms of Use ("**Terms**") apply to your access and use of Spatial360 Cloud ("**Spatial360 Cloud**") the configuration files ("**Files**") and the related electronic documentation ("**Documentation**") we provide to you through it, (together the "**Services**"). If you are entering into this Agreement on behalf of a company, organisation or another legal entity, you are agreeing to this Agreement for that entity and representing to us that you have the authority to bind such entity to these Terms, in which case the terms "**Licensee**", "**you**" or "**your**" shall refer to such entity.

When the Terms mention "**KageNova**", "**we**", "**us**" or "**our**", they refer to KageNova Limited a company incorporated and registered in England and Wales with company number 10992168 whose registered office is at 42 Station Road, Gomshall, Guildford GU5 9LD.

You must accept these Terms, which includes the definitions in schedule 1, before you can use or otherwise benefit from the Services.

1 USE OF SPATIAL360 CLOUD

- 1.1 KageNova hereby grants to you a non-exclusive, non-sublicensable, non-transferable right, to use Spatial360 Cloud and any Files during the Subscription Period solely in accordance with the terms of these Terms.
- 1.2 Spatial360 Cloud is provided solely for the purposes set out in the Documentation.
- 1.3 You shall not: (i) access all or any part of the Services and Documentation in order to build a product or service which competes with Spatial360 Cloud; (ii) without the express prior written consent of KageNova license, sell, rent, lease, transfer, assign, distribute, disclose, publicly display or otherwise commercially exploit Spatial360 Cloud or Documentation; (iii) except to the extent permitted by law, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software or Files in any form or media or by any means, or attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software or Files; or (iv) access or tamper with non-public areas of Spatial360 Cloud.
- 1.4 You shall not access, store, distribute or transmit any Viruses, or any material during the course of your use of Spatial360 Cloud that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; promotes unlawful violence; is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or is otherwise illegal or causes damage or injury to any person or property and KageNova reserves the right, without liability or prejudice to its other rights to you, to disable your access to any material that breaches the provisions of this clause.
- 1.5 You shall provide KageNova and its resellers, sub-contractors and agents with all necessary access and co-operation as may be required in order to provide Spatial360 Cloud.
- 1.6 You shall comply with all applicable law and regulations with respect to your use of Spatial360 Cloud.
- 1.7 You acknowledge and agree that KageNova may monitor your use of Spatial360 Cloud to monitor your compliance with these Terms.

2 CHANGES TO SPATIAL360 CLOUD

- 2.1 KageNova may change or discontinue, temporarily or permanently, any feature, component or content of Spatial360 Cloud at any time without notice. KageNova is not liable to you or to any third party for any modification, suspension or discontinuance of any feature, component or content of Spatial360 Cloud. We reserve the right to determine the timing and content of software updates, which may be automatically applied without prior notice to you.

3 AVAILABILITY OF SPATIAL360 CLOUD

- 3.1 KageNova shall during the Subscription Period, provide Spatial360 Cloud and make available the Documentation to you on and subject to these Terms.
- 3.2 KageNova does not guarantee that your use of Spatial360 Cloud will meet your requirements or be uninterrupted or error-free and is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that Spatial360 Cloud may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 3.3 If you experience any problems or issues with Spatial360 Cloud, please email our support desk at support@kagenova.com who will attempt to resolve your issue during the hours of 9am to 5pm UK time Monday to Friday (excluding UK Bank Holidays).

4 INTELLECTUAL PROPERTY RIGHTS

- 4.1 You acknowledge and agree that KageNova and/or its licensors own all Intellectual Property Rights in the Software, Spatial360 Cloud and the Files therein. Except as expressly stated herein, these Terms do not grant you any rights to, under or in, any Intellectual Property Rights in respect of the Software, Spatial360 Cloud or the Files therein.
- 4.2 KageNova confirms that it has all the rights in relation to the Software, Spatial360 Cloud, the Files therein and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, these Terms.
- 4.3 You acknowledge and agree that KageNova will collect and store Uploaded Content through Spatial360 Cloud and that KageNova shall have the unlimited and unrestricted right to use such Uploaded Content for its internal business purposes only throughout the Subscription Period and thereafter notwithstanding its expiry or termination.

5 TERMINATION

- 5.1 We may suspend or terminate your access to Spatial360 Cloud, at our sole discretion immediately and at any time if you breach these Terms in any way.
- 5.2 We may terminate your access to Spatial360 Cloud at any time without cause on giving you 14 days notice in writing.
- 5.3 On termination of these Terms for any reason: (i) you shall immediately cease all use of Spatial360 Cloud and the Files; and (ii) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of these Terms which existed at or before the date of termination shall not be affected or prejudiced.
- 5.4 KageNova's rights to use the Uploaded Content shall continue unaffected, notwithstanding termination of these Terms.

6 INDEMNITY

- 6.1 You shall indemnify KageNova from and against all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, KageNova as a result of or in connection with any alleged or actual infringement, whether or not under English law, of any third party's Intellectual Property Rights or other rights arising out of the Uploaded Content itself, or KageNova's possession and/or use of the Uploaded Content.
- 6.2 Nothing in these Terms shall limit Licensee's liability under clause 6.1.

7 LIABILITY

- 7.1 Access to Spatial360 Cloud is provided on an "as is" basis and except as otherwise set out in these Terms, KageNova excludes (to the fullest extent permitted by law) all warranties or representations of any kind, whether express or implied, as to Spatial360 Cloud, the Files and the Software.

- 7.2 Subject to clause 6.2, neither party will be under any liability to the other for any of the following types of losses (whether those losses arise directly in the normal course of business or otherwise): pure economic loss; business interruption; loss of profits; loss of business; loss or corruption of data or information; loss of revenue; loss of contract; loss or depletion of goodwill and/or business opportunity; loss of anticipated earnings or savings or like loss; wasted management, operational or other time; or any special, indirect or consequential losses.
- 7.3 in no event will KageNova's total liability arising out of or in connection with these Terms or from the use of or inability to use the Services exceed the amounts you have paid to KageNova for use of the Services or one hundred pounds (£100), if you have no payment obligations to KageNova, as applicable.
- 7.4 Nothing in these Terms excludes or limits either parties liability for (a) death or personal injury arising from its own negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded or limited under English law.

8 OTHER IMPORTANT TERMS

- 8.1 **Assignment and other dealings** Licensee may not assign, subcontract, sublicense or otherwise transfer any of its rights or obligations under these Terms. KageNova may assign, subcontract, sublicense or otherwise transfer all or part of the benefits or all or part of its obligations under these Terms to any party.
- 8.2 **Force Majeure.** Despite anything else contained in these Terms, neither party will be liable for any delay in performing its obligations under these Terms if that delay is caused by events beyond its reasonable control and the party affected will be entitled to a reasonable extension of time for the performance of its obligations.
- 8.3 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 8.4 **Entire Agreement.** These Terms constitute the entire agreement between the parties in respect of the provision of the Services and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. 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 these Terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms.
- 8.5 **Notices.** All notices to be given under these Terms must be in writing (which shall include email) and sent to the address of the recipient set out in these Terms, or any other address which the recipient may tell the other in writing.
- 8.6 **Governing Law.** The construction, validity and performance of these Terms shall be governed in all respects by English law, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

SCHEDULE 1 – DEFINITIONS

1. **"Intellectual Property Rights"** means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
2. **"Software"** means the online software applications provided by KageNova as part of Spatial360 Cloud.
3. **"Subscription Period"** means the period from when you first access Spatial360 Cloud until termination of your access rights in accordance with these Terms.
4. **"Uploaded Content"** means all content that is uploaded to Spatial360 Cloud by you or by KageNova on your behalf.
5. **"Virus"** means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.