

# **Software User Agreement**

This Software User Agreement ("Agreement") is entered into by and between you (hereinafter referred to as "User") and Wyrd Technologies Ltd (hereinafter referred to as "Wyrd Technologies") governing the use of the Wyrdoscope software ("Software"). By installing, accessing, or using the Software, User agrees to be bound by the terms and conditions of this Agreement.

#### 1. License Grant

Subject to the terms and conditions of this Agreement, Wyrd Technologies grants User a limited, non-exclusive, non-transferable license to use the Software solely for User's personal or internal business purposes. This license does not grant any rights to modify, reproduce, distribute, or sublicense the Software.

#### 2. Restrictions

User agrees not to:

- a) Modify, adapt, translate, reverse engineer, decompile, disassemble or create derivative works based on the Software;
- b) Use the Software for any illegal, harmful, or unauthorized purpose;
- c) Remove or alter any copyright, trademark, or other proprietary rights notices from the Software:
- d) Attempt to gain unauthorized access to any portion or feature of the Software or any other systems or networks connected to the Software.

### 3. Intellectual Property

User acknowledges that Wyrd Technologies retains all right, title, and interest in and to the Software, including all intellectual property rights therein. User agrees not to challenge Wyrd Technologies' ownership of the Software.

## 4. Privacy

User acknowledges that their use of the Software may require the collection and processing of personal data. User consents to the collection, use, and processing of their personal data in accordance with Wyrd Technologies' Privacy Policy.

## 5. Termination

Wyrd Technologies may terminate this Agreement at any time if User breaches any provision of this Agreement. Upon termination, User must cease all use of the Software and delete all copies of the Software from their devices.



### 6. Warranty Disclaimer

The software is provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or noninfringement.

# 7. Limitation of Liability

In no event shall Wyrd Technologies be liable for any indirect, incidental, special, exemplary, or consequential damages arising out of the use or inability to use the software, even if Wyrd Technologies has been advised of the possibility of such damages. In no event shall Wyrd Technologies' total liability to User for all damages arising out of or related to this agreement exceed the amount paid by User for the software.

### 8. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## 9. Entire Agreement

This Agreement constitutes the entire agreement between User and Wyrd Technologies regarding the subject matter hereof, and supersedes all prior or contemporaneous understandings and agreements, whether oral or written.

### 10. Amendments

Wyrd Technologies reserves the right to amend or modify this Agreement at any time. User's continued use of the Software after any such amendments or modifications shall constitute User's consent to such changes.

By installing, accessing, or using the Software, User acknowledges that they have read, understood, and agree to be bound by the terms and conditions of this Agreement. If User does not agree with any provision of this Agreement, User must not install, access, or use the Software.