



End User License Agreement

Developer

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Please confirm your acceptance of our EULA by completing the form at the bottom of this page to receive an email with download links to the latest software versions.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE DOWNLOADING SOFTWARE. BY ACCEPTING THIS AGREEMENT OR USING THE SOFTWARE YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

If you purchased Calyo hardware, and you do not agree to the terms of this agreement, promptly return it in its original package with your sales receipt within 30 days of its purchase or in accordance with the return policy of your point of purchase, whichever is longer. You may only enter into this agreement and download and use the Software if you can form a binding contract with Calyo and are not legally prohibited from using the Software.



1 ACCEPTANCE

This is a legal agreement (“**Licence**”) between you (“**You**”) and Calyo Limited (incorporated and registered in England and Wales under company number 12105886) the registered office of which is at Future Space, Filton Road, Bristol BS34 8RB (“**We**”, “**Calyo**”) for:

- Pre-installed software on the Calyo Hardware, including firmware and FPGA code;
- the downloadable Calyo SENSUS Software Development Kit (SDK) (“**SENSUS Software**”); and
- any other software provided by Calyo.

(together “**Software**”).

The Software may only be used in relation to either a Calyo PULSE Evaluation Kit or Starter Kit (“**PULSE Hardware**”) (each being a “**Calyo Hardware**”)

Calyo licenses the Software to You on the terms in this Licence. Calyo may update this Licence from time to time, your use of the Software shall be governed by the latest version of this Licence. We do not sell the Software to You and We remain owners of the Software.

We may also include 3rd party functions, portions of code and compiled binaries and a FTDI FIFO Block in our PULSE Hardware (together “**Third Party Materials**”).

What does the Software do?

The SENSUS Software is used to [control the Calyo Hardware] and to visualise multi-channel RF data, visualise the environment in 3-D and support the reading and writing of datasets. The SENSUS software is included with Your purchase of Calyo Hardware.

2 LICENCE

Calyo grants You a non-exclusive, non-sub-licensable, non-transferable licence to use the Software in object code form only for use in conjunction with an authorised Calyo Hardware for:

- (i) Your personal use or internal business purposes; and
- (ii) Your development and assessment of functionality pre-commercial release,
- (iii) internal and external demonstrations of, or solutions incorporating the Calyo Hardware and Software (“**Installation**”) such demonstrations being subject to prior approval in writing by Calyo.

You may allow up to 5 employees within Your company or organisation to copy the Software and use it in relation to the Calyo Hardware on the same terms as in this Licence.

You agree not to:

- copy the Software except for the normal use of the Software, or where it is necessary for the purpose of back-up or operational security;
- rent, lease, publish, loan, translate, merge, adapt, vary or modify the Software;



- disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Calyo Hardware or Software or access or attempt to read the FPGA code except where this is allowed by relevant law; and
- bypass any security measures or digital watermarking in the Software.

The Software may only be used with a Calyo Hardware and may not be used with third party hardware.

You must tell us in advance at help@calyo.com if you want to transfer or lend the Calyo Hardware to another person or company so that we can register that person as the owner and license them to use the Software.

Should you require a commercialisation licence (an Enterprise Licence) please contact help@calyo.com.

3 Intellectual Property

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4 Account Terms

You agree that You will keep Your account log-in details confidential and will not disclose them to any third party.

When using the Software, you will not:

- transmit any worms, viruses, trojans or other destructive code; or
- infringe the intellectual property rights of any third party.

If you become aware of any breach of this section, please email help@calyo.com immediately.

If We are notified or become aware of any suspected breach of this section, we may suspend your access to Software updates.

Calyo has no obligation to provide You with any updates to the Software and cannot guarantee the availability of the Software.

Your personal details provided to us on account registration and whilst using Calyo Software are dealt with in accordance with Calyo's Privacy Policy: <https://www.calyo.com/privacy-policy/>

5 Support

If You do have a question, please email help@calyo.com. Alternatively, please consult our FAQ page for common problems and fixes.



6 No Warranties

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YOU AGREE TO INDEMNIFY CALYO, ITS DIRECTORS, EMPLOYEES, CONTRACTORS AND SUPPLIERS FOR ANY DAMAGES, COSTS AND LIABILITIES (INCLUDING LEGAL COSTS) ARISING FROM ANY BREACH OF THIS LICENCE OR INFRINGEMENT OF CALYO'S INTELLECTUAL PROPERTY RIGHTS.

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You acknowledge that the Software has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the specification meets your requirements.

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- (iv) LOSS OR CORRUPTION OF DATA OR INFORMATION;
- (v) LOSS OF BUSINESS OPPORTUNITY, GOODWILL OR REPUTATION; OR
- (vi) ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE.

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If We terminate this Licence:

- (i) all rights granted to you under this Licence shall cease;
- (ii) you must immediately stop using the Software; and
- (iii) you must immediately delete or remove the Software from all computer equipment in your possession.

10 Contact Information

Calyo can be contacted at help@calyo.com or Future Space, Filton Road, Bristol, BS34 8RB.

11 General

We may transfer our rights and obligations under this Licence to another organisation, but this will not affect your rights or our obligations under this Licence. You may only transfer your rights or your obligations under this Licence to another person if We agree in writing. If you want to lend or transfer the Calyo Hardware to another person, please notify us first at help@calyo.com so that we can register that person as the owner and license them to use the Software.

This Licence sets out the entire agreement between us for the Software. We may update the terms of this agreement from time to time and this will be notified to you with Software updates.

Each of the conditions of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

The terms of this Licence may not be enforced by anyone other than You or Calyo.

You will comply with all laws and rules relating to Your use of the Software, including the US Export Administration Regulations and any other relevant prohibitions or sanctions (**Export Controls**). You will not export the Calyo Hardware or Software to anyone or any country in violation of Export Controls.

This Licence, its subject matter, and its formation (and any non-contractual disputes or claims) are governed by English law and subject to the non-exclusive jurisdiction of the English courts.



12 Third-Party Materials

Portions of the Software include third party software. Acknowledgments, licensing terms and disclaimers for such material are available at <https://calyo.com/third-party-materials/> and your use of such material is governed by their respective terms.

The Third-Party Materials do not form part of the Software.

EULA acceptance

I have read and accept the terms of the End User Licence Agreement.