

# IntelliControl Application End-User Licence Agreement

BY CLICKING ON THE “ACCEPT” BUTTON BELOW YOU AGREE TO THESE TERMS WHICH WILL BIND YOU.

IF YOU DO NOT AGREE TO THESE TERMS, CLICK ON THE “REJECT” BUTTON BELOW. HOWEVER YOU WILL NOT BE ABLE TO USE THE INTELLICONTROL APPLICATION.

## WHO WE ARE AND WHAT THIS AGREEMENT DOES

We, Diversey Inc., a Solenis Company, or one of its group companies or affiliates (“**Diversey**”) license you to use:

- IntelliControl application website, (“**IntelliControl**”) and any updates or supplements to it.
- The related online and electronic documentation (“**Documentation**”).

as permitted in these terms.

## YOUR PRIVACY

We only use any personal data we collect through your use of IntelliControl in the ways set out in our IntelliControl privacy policy.

Please be aware that internet transmissions are never completely private or secure and that any message or information you store using IntelliControl could be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted. Diversey and will take appropriate organisational and technical measures and will also ensure that any third parties involved are contractually bound to take appropriate measures, to ensure that any data held is securely.

This Application is hosted by Diversey.

## SUPPORT FOR INTELLICONTROL AND HOW TO TELL US ABOUT PROBLEMS

**Support.** If you want to learn more about IntelliControl or the Service or have any problems using them please first take a look at our ‘help’ resources within the IntelliControl Application.

**Contacting us (including with complaints).** United Kingdom: If you think IntelliControl or the Services are faulty or mis-described or wish to contact us for any other reason please email our customer service team at [customerservice.uk@diversey.com](mailto:customerservice.uk@diversey.com) or call them on 0800 0520185.

Europe: Please contact your local account manager.

**How we will communicate with you.** If we have to contact you we will do so by email, using the contact details you have provided to us. We may do this legally because we have a legitimate interest and a contractual obligation to do this in order to facilitate your use of the Application.

## HOW YOU MAY USE INTELLICONTROL, INCLUDING HOW MANY USERS

In return for your agreeing to comply with these terms you may:

- Allow your employees to use IntelliControl whilst you use Solenis–Accuratic equipment to dispense chemicals sold by Solenis.
- use any Documentation to support your permitted use of IntelliControl and the Service.
- receive and use any free supplementary software code or update of IntelliControl incorporating “patches” and corrections of errors as we may provide to you.

## **YOU MAY NOT TRANSFER INTELLICONTROL TO ANYONE ELSE**

We are giving your company the right to use IntelliControl and the Service as set out above. you may not otherwise transfer IntelliControl to anyone else, whether for money, for anything else or for free. If you sell any device on which IntelliControl is installed, you must remove IntelliControl from it.

## **CHANGES TO THESE TERMS**

We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce.

When we make any changes to these terms we notify you of a change when you next start IntelliControl.

If you do not accept the notified changes you will not be permitted to continue to use IntelliControl.

## **UPDATES TO INTELLICONTROL**

From time to time we may automatically update IntelliControl to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we may ask you to update IntelliControl for these reasons.

IntelliControl will always work with the most current unmodified version of Android or iOS operating systems (as it may be updated from time to time) and match the description of it provided to you when you downloaded it. We cannot guarantee operation of previous versions of Android or iOS operating systems.

## **IF SOMEONE ELSE OWNS THE DEVICE YOU ARE USING**

If you download IntelliControl onto any device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the device.

## **WE MAY COLLECT TECHNICAL DATA ABOUT YOUR DEVICE**

By using IntelliControl you agree to us collecting and using technical information about the devices you use IntelliControl on and related software, hardware and peripherals to improve our products and to provide any Services to you.

## **LICENCE RESTRICTIONS**

You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, IntelliControl in any form, in whole or in part to any other person than the individual named in the licence;
- not copy IntelliControl, Documentation or Services, except as part of the normal use of IntelliControl or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of IntelliControl, Documentation or Services nor permit IntelliControl or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use IntelliControl on devices as permitted in these terms;
- complies with all applicable technology control or export laws and regulations that apply to the technology used or supported by IntelliControl;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of IntelliControl nor attempt to do any such things, except to the extent that by law, such actions cannot be prohibited because they are necessary to decompile IntelliControl to obtain the information necessary to create an independent program that can be operated with IntelliControl or with another program ("**Permitted Objective**"), and provided that the information obtained by you during such activities:
  - is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not

necessary to disclose or communicate it in order to achieve the Permitted Objective; and

- is not used to create any software that is substantially similar in its expression to IntelliControl;
- is kept secure; and
- is used only for the Permitted Objective.

## ACCEPTABLE USE RESTRICTIONS

You must not:

- use IntelliControl in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into [application name], or any operating system;
- infringe our intellectual property rights or those of any third party in relation to your use of IntelliControl, including by the submission of any material (to the extent that such use is not licensed by these terms);
- transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of IntelliControl;
- use IntelliControl in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

## INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in IntelliControl, and the Documentation throughout the world belong to us, and the rights in IntelliControl are licensed (not sold) to you. You have no intellectual property rights in, or to, IntelliControl, the Documentation other than the right to use them in accordance with these terms.

## OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

**We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen.

**We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

**When we are liable for damage to your property.** If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or compensate you. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us or suitable anti-virus software.

**We are not liable for business losses.** We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**Limitations to IntelliControl.** IntelliControl is provided for a specific purpose only. They do not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from IntelliControl. Although we make reasonable efforts to update the information and purpose provided by IntelliControl, we make no representations, warranties or guarantees, whether express or implied, that such

information or purpose is accurate, complete or up to date.

**Please back-up content and data used with IntelliControl.** We recommend that you back up any content and data used in connection with IntelliControl, to protect yourself in case of problems with IntelliControl.

**Check that IntelliControl is suitable for you.** IntelliControl has not been developed to meet your individual requirements. Please check that the facilities and functions of IntelliControl (as described in the Documentation) meets your requirements.

**We are not responsible for events outside our control.** If our provision of support for IntelliControl is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us. No refunds will be payable.

#### **WE MAY END YOUR RIGHTS TO USE INTELLICONTROL IF YOU BREAK THESE TERMS**

We may end your rights to use IntelliControl at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

If we end your rights to use IntelliControl:

- You must stop all activities authorised by these terms, including your use of IntelliControl.
- You must delete or remove IntelliControl from all devices in your possession and immediately destroy all copies of IntelliControl which you have and confirm to us that you have done this.
- We may remotely access your devices and remove IntelliControl from them and or cease providing you with access.

#### **WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE**

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

#### **YOU NEED OUR CONSENT TO TRANSFER YOUR RIGHTS TO SOMEONE ELSE**

You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

#### **NO RIGHTS FOR THIRD PARTIES**

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999, or equivalent local law, to enforce any term of this agreement.

#### **IF A COURT FINDS PART OF THIS CONTRACT ILLEGAL, THE REST WILL CONTINUE IN FORCE**

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

#### **EVEN IF WE DELAY IN ENFORCING THIS CONTRACT, WE CAN STILL ENFORCE IT LATER**

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

#### **WHICH LAWS APPLY TO THIS CONTRACT AND WHERE YOU MAY BRING LEGAL PROCEEDINGS**

Each party irrevocably agrees that the laws of Delaware shall governs this Agreement and that the courts of Delaware shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.