



CityMoS (City Mobility Simulator) End User Licence Agreement

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1 Scope of Licence

1.1 This End User Licence Agreement ("**EULA**") is made by and between intobyte Pte Ltd, a company incorporated in Singapore (Company Registration Number 202021370N) and having its registered office at 160 Robinson Road, #14-04, Singapore 068914 ("**intobyte**") and such entity ("**Licencee**") that has received or uses software programs, documentation, and data provided by intobyte, referred to as "**Software**". intobyte and Licencee shall be referred individually as **Party** or collectively as **Parties**.

1.2 This EULA regulates the rights and obligations of the **Parties** with regards to Software.

1.3 By installing or using Software, Licencee acknowledges that it has read and understood this EULA and that Licencee agrees to be bound by the terms and conditions listed hereunder. intobyte will not licence out Software unless Licencee agrees to all of the terms in this agreement.

1.4 Subject to the Licencee's compliance with all the terms and conditions of this agreement and the payment of licence fees, intobyte grants to the Licencee, and the Licencee hereby accepts, a limited, non-exclusive, revocable, non-transferable, non-sublicensable license to use the Software for Licencee's internal business purpose, on one workstation at any given time only (see Clause 2.8).

1.5 The Licencees shall receive the Software in object code form only. No source code will be delivered by intobyte to the Licencee, nor shall intobyte be under any obligation to provide the Licencee with source code. Documentation shall be delivered to the Licencee in the form of providing access to a website.

1.6 This licence agreement is valid for a fixed duration of twelve (12) months from date of delivery (see Clause 6.2). At intobyte's discretion, the Licencee will have the option to purchase a licence renewal and enter into a new EULA. Non-renewal of the licence after the fixed term will result in the licensee's loss of access to the Software.

2 Terms of Use

2.1 Licencee will refrain from reproducing, copying, decompiling, disassembling, reverse engineering, or creating derivative works based on the whole or any part of the Software nor attempt to do any such things including attempting to determine any source code, methods or techniques embodied in the Software.

2.2 The Licencee acknowledges all rights (including intellectual property rights), interests and title in and to the Software belong to intobyte. No right, interest and title in and to the Software is transferred or otherwise conveyed under this agreement other than the limited licence therein. The Licencee shall not take any action that may infringe or be otherwise inconsistent with intobyte's property rights.

2.3 The Licencee is prohibited from making the Software available in any form, in whole or in part, to third parties. The Licencee shall not export Software from the country in which intobyte provided Licencee with Software.

2.4 The Licencee acknowledges that it is prohibited to integrate the Software into other products.

2.5 The Licencee may not remove any copyright, trademark, proprietary rights, disclaimer or warning notice included in any part of the Software.

2.6 The Licencee must ensure that any person using the Software is made aware of, and agrees to, all provisions of this agreement. Any breach by the persons using or accessing the Software, with the limited licence granted to the Licencee, will be attributed to the Licencee, and the Licencee shall be liable for such breach.

2.7 In the event of Licencee losing Software or access methods, intobyte shall not be obligated to replace Software or access method.

2.8 Licence of Software is valid for one workstation at any given time only, workstation referring to a single computer or server. Licencee is permitted to run multiple instances of CityMoS in parallel on one workstation. intobyte will provide Licencee with an access method that allows Licencee to change workstations with reasonable effort.

2.9 Licencee may access and use the Software only within the geographic locations where intobyte offers the Software.

2.10 intobyte shall provides Licencee with a method to activate and use Software after the receipt of payment. The Software may require Licencee to have a specific type of device, operating system, minimum available memory or other technical aspects in order to use it.

2.11 The Licencee acknowledges that the Software updates may be made available from intobyte to Licencee from time to time. The Licencee can choose to install the updates or not. In the event of non-installation, the Software will work on the currently installed version and Licencee will not have any access to updated features in the Software. In event where the Software update is made available within 90 days from the date of installation, Licencee shall have the obligation to update the Software before claiming warranty on any Defect (see Clause 5.2).

2.12 The Licencee acknowledges the possibility of updated Software not being compatible with the existing simulation input data. In cases where Software updates are not backwards compatible, intobyte will provide guidelines on how simulation input data can be updated to be compatible with newer version of Software. The Licencee shall then take reasonable steps to update the simulation input data in accordance to the given instructions.

3 Limitation of Liability

3.1 Except in the event of intobyte's willful misconduct, death or personal injury, and except as otherwise expressly provided for in this Agreement, intobyte's entire liability for any damages and losses arising out of, connected with, or resulting from the Software, its use or in general this Agreement, regardless of the remedies or form of action (whether arising by contract, negligence or otherwise) shall not in the aggregate exceed the license fees paid by Licencee to intobyte under this Agreement.

3.2 In no event shall intobyte be liable for any direct or indirect damages, including but not limited to loss of data, loss of profits or revenues, costs for external services, loss of business opportunities, loss of reputation, as a result either from

- (i) installing or from using Software, including all versions of Software updates or
- (ii) the inability to install or from using the Software, all versions of Software updates.

3.3 intobyte will not be liable for claims brought against the Licencee by their clients or business partners. The Licencee shall fully indemnify intobyte from any and all claims and liabilities arising out of Licencee's use of the Software.

3.4 The Licencee acknowledges that the Software may include third-party components. intobyte makes no representation, warranty, or commitment and shall have no liability or obligation whatsoever in relation to the content or use of any such software under third-party licences.

3.5 intobyte shall have no liability to claims of any kind, including but not restricted to intellectual property rights infringements claims, if these claims are made with respect to third party components inside the Software or if the infringing party is the developer of said third-party software.

3.6 intobyte is not liable for any deviations of the simulation and the simulated real world system or for any consequences related to decisions made based on simulation results. intobyte makes no representation and warranty whatsoever relating to the level of realism of the simulation results and the predictive capabilities of simulations run on the Software. The results of a simulation are dependent on the data quality, data completeness, the parameterisation of the simulation models, and other aspects outside the ambit of the Software.

3.7 No claims can be made against intobyte by third party to this contract. A person who is not a party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B) of Singapore to enforce any of its terms. Notwithstanding any terms of this agreement, the consent of any third party is not required for any variation (including any release or compromise of any liability under) or termination of this agreement.

4 Intellectual Property Rights Infringement (IPR)

4.1 If a third party claims the infringement of IPR against Licencee with respect to the use of the Software for reasons attributable to intobyte, Licencee shall promptly inform intobyte in writing and shall leave the defense of such claims to intobyte where possible. Licencee agrees to provide reasonable assistance to enable intobyte to defend such claims.

4.2 In the event that a third party brings such an infringement claim, or if intobyte believes there is the possibility of such claim, intobyte shall have the rights at its sole election to

- (i) procure Licencee the right to continue using the Software, or
- (ii) modify or replace the Software so that it becomes non-infringing, or
- (iii) terminate the rights and license granted hereunder and refund Licencee prorated license fees paid to intobyte.

4.3 intobyte shall have no liability to claims of any kind, including but not restricted to intellectual property rights infringements claims, if these claims are either

- (i) based on modifications of the Software by or on behalf of Licencee,
- (ii) related to data or items not provided by intobyte (e.g., simulation input data),
or
- (iii) related to additional software(s) created, purchased, or used by Licencee but not provided by intobyte.

Licencee agrees to indemnify intobyte from and against any claims covered in this clause.

5 Warranty

5.1 This Software is provided on an “as-is” and “as-available” basis, and intobyte does not guarantee to Licencee that the Software is free of errors and interruptions.

5.2 Licencee acknowledges that it is possible for Software to contain technical errors (e.g., Software terminated unexpectedly) or functional errors (e.g., Software produced wrong output) ("**Defect**"). In cases where Licencee discovers such a Defect, intobyte warrants, for a period of ninety (90) days from the effective date of this agreement ("**Warranty Period**"), to address any Defects at intobyte's discretion. This is provided that the Software is properly installed on a device meeting the specifications set forth in, and operated in accordance with, the documentation.

5.3 Licencee acknowledges that only properly reported defects can be rectified by intobyte. Proper reporting is determined by all of the following:

- (i) The reporting is to be done via an interface specified by intobyte
- (ii) The reporting includes all encountered error messages, a written description of the incident
- (iii) The full simulation scenario for intobyte to reproduce the Defect, or, a detailed list of steps to reproduce the Defect if these steps can be undertaken by intobyte with reasonable effort.

5.4 In the event where intobyte receives simulation scenario data from the Licencee, intobyte agrees to the full confidentiality of all simulation scenario data received from Licencee and use received scenario data for the sole purpose of the rectification of the defect. All data received from the Licencee shall be deleted after the Defect has been addressed upon mutual agreement in writing.

5.5 Licencee will grant intobyte a 60-day time window to rectify properly reported defects. This time window may be extended upon mutual agreement by both Parties in writing.

5.6 If intobyte is unable to correct the Defect within the 60-day rectification window, or a time period mutually agreed upon by both Parties, then intobyte will grant, at the Licensee's option and as its exclusive remedy, a credit or refund of the licence fee.

5.7 Licencee acknowledges that access to Documentation and websites may be interrupted caused by technical problems from time to time. intobyte will take reasonable efforts to restore access to all online resources as soon as possible.

5.8 Licencee understands that a lack of realism exhibited by a simulation (see Clause 3.6) does not constitute a Defect in the Software.

5.9 This Agreement does not entitle Licencee to any support, upgrades, patches, enhancements, or fixes for the Software after the warranty period.

5.10 intobyte does not warrant that performance (in terms of output, computational time, degree of realism, etc.) of the Software does not change in a new version of the Software.

6 Payment

6.1 The granting of Software licence to the Licencee hereunder is subject to the full payment of the licence fees stated in an invoice communicated to the Licencee.

6.2 Licencee shall make payment to intobyte by wire transfer to a bank account specified by intobyte Pte Ltd within thirty (30) days of invoicing for renewals or at the beginning of a new licence period. Intobyte shall deliver the Software and the means to activate the Software upon full payment by Licencee.

6.3 Unless otherwise agreed by Parties, payment shall be made in Singapore Dollars. All bank and transfer fees shall be borne by the Licencee to ensure that intobyte receives the exact amount invoiced to Licencee.

6.4 All taxes, withholding taxes, and other charges related to paying the licence fee shall be borne and paid by the Licencee.

7 Change of EULA

7.1 intobyte reserves the right to amend or change this EULA from time to time. intobyte will notify Licencee of such changes and inform Licencee of its right of objection. A lack of objection within four (4) weeks shall constitute tacit approval to the amended agreement.

7.2 Should Licencee choose to object to the changes, a) the Agreement shall continue in its previously agreed form, or, b) intobyte shall be entitled to terminate this agreement with one (1) months' notice.

8 Termination

8.1 This Agreement is effective for a fixed duration of 12 months from the date of delivery and will terminate automatically at the end of the term.

8.2 intobyte shall have the right to terminate the license granted under this Agreement with immediate effect if the Licencee breaches any of the terms of this Agreement. In the event where intobyte exercises its right of termination, intobyte shall notify the Licencee in writing and the Licencee must destroy all copies of the Software in the Licencee's possession upon receiving such notice.

8.3 The following shall survive the termination of this agreement:

- (i) all liabilities accrued under this agreement prior to the effective date of termination; and
- (ii) all provisions set out in Section 3 of this Agreement.
- (iii) all provisions set out in Section 4 of this Agreement.

9 Export Control

9.1 The Parties shall comply with all applicable U.S. and Singapore export control laws and regulations which are related to the delivery and use of the Software.

9.2 In cases where special approval is required to deliver or use the Software in Licencee's country of residence, it shall be solely Licencee's responsibility to obtain such approval.

9.3 The Licensee warrants that the Licensee is using the Software within the Licencee's country of residence and shall not grant remote control to the Software to any persons residing outside the country of purchase.

10 Assignment

10.1 Licencee may not assign any parts or entire licence under this Agreement to third parties.

10.2 intobyte Pte Ltd reserves the right to assign this Agreement without prior notice and without prior consent of Licencee.

10.3 Other than the cases outlined in 10.2, a person who is not a party in this Agreement has no right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any term of this Agreement.

11 Contact

All questions concerning this EULA and Software must be directed to support@citymos.net. Only valid licencees who have made full payment are permitted to contact intobyte support email to make inquiries.

12 Governing Law

The construction, validity and performance of this Agreement shall be governed in all respects by, and interpreted in accordance with, Singapore law, without regard to conflict of law principles.