



CityMoS (City Mobility Simulator)
Trial Version
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 a trial version of software programs, documentation, and data provided by intobyte, referred to as "**Trial 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. The Licencee shall not install or use the software unless it has agreed 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, intobyte grants to the Licencee, and the Licencee hereby accepts, a limited, non-exclusive, revocable, non-transferable, non-sublicensable license to use Trial Software software for non-commercial trial purposes only.

1.5 The Licencees shall receive the Trial 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 thirty (30) days from date of installation.

1.7 Trial Software will be shipped with significant limitations, such as the inability to save changes made to a simulation scenario and the restriction of only simulating two predefined simulation scenarios. Licencee understands that for full access to all Software features, Licencee needs to purchase a licence for the full version of 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 Trial Software nor attempt to do any such things including attempting to determine any source code, methods or techniques embodied in the Trial Software.

2.2 Licencee will refrain from bypassing, removing, or altering any restrictions of the Trial Software.

2.3 The Licencee acknowledges all rights (including intellectual property rights), interests and title in and to the Trial 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.

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

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

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

2.7 The Licencee may only use Trial Software for the purpose of internal and non-commercial evaluation.

2.8 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.

2.9 Licence of Software is valid for one workstation at any given time only, workstation referring to a single computer or server.

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

2.11 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.

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 will carry no liability whatsoever 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).

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

1. installing or from using Software
2. the inability to install or from using the Software

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 terminate the rights and license granted hereunder

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). This Agreement does not entitle Licencee to any support, upgrades, patches, enhancements, or fixes for the Software.

5.3 Licencee acknowledges that access to Documentation and websites may be interrupted caused by technical problems from time to time.

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

6 Termination

6.1 This Agreement is effective for a fixed duration of 30 days from the date of delivery and will terminate automatically at the end of the term.

6.2 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.

6.3 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.

7 Export Control

7.1 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.

7.2 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.

7.3 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.

8 Assignment

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

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

8.3 Other than the cases outlined in 8.2, 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.

9 Contact

All questions concerning this EULA and Software must be directed to support@citymos.net. Under this agreement, intobyte shall have no obligations to attend to inquiries or questions.

10 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.