

PURPLESWIFT

SOFTWARE LICENCE TERMS

Version 2.0

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These Software Licence Terms apply to the use of software supplied by PurpleSwift UK ("Supplier").

Licensee means the person or legal entity that acquires, installs, operates, accesses, or otherwise uses the Software, whether directly from the Supplier or indirectly through a distributor, contractor, integrator, authorised reseller, or other approved channel partner.

By installing, activating, accessing, or using the Software, the Licensee agrees to be bound by these Software Licence Terms.

These Software Licence Terms apply regardless of whether the Software is supplied directly by the Supplier or indirectly through a distributor, contractor, integrator, authorised reseller, or other approved channel partner.

1) Licence Grant

- a) Supplier grants the Licensee a limited, non-exclusive, non-transferable licence to use the Software for its intended purpose and in accordance with these terms.
- b) The Software remains the property of Supplier. No ownership rights in the Software are transferred to the Licensee.
- c) The Licensee shall not:
 - i) copy, modify, adapt, reverse engineer, decompile, disassemble, or attempt to obtain the source code of the Software;
 - ii) allow unauthorised persons to access or use the Software;
 - iii) resell, sublicense, or distribute the Software except as authorised by Supplier.
- d) The Licensee shall ensure that any person authorised by the Licensee to access or use the Software complies with these Software Licence Terms, and the Licensee remains responsible for any breach of these terms by such persons.

2) Intended Use of the Software

- a) The Software is designed to provide access to and interaction with compatible Building Management Systems ("BMS").
- b) The Software does not operate, control, maintain, or replace the underlying BMS, building equipment, plant, machinery, or other connected systems.
- c) The Licensee acknowledges that operation of the Software may depend on:
 - i) compatibility of the existing BMS;
 - ii) network availability;
 - iii) third-party systems including the new BMS or platform integrated with;
 - iv) hardware;
 - v) configuration information supplied by the Licensee or third parties.

3) Hardware and Third-Party Systems

- a) The Software may be installed and operated on hardware or infrastructure provided by a third-party supplier, the Licensee, a Contractor or through a virtual machine environment, provided that such hardware or environment meets Supplier's applicable technical requirements.
- b) Supplier is not responsible for the supply, operation, maintenance, availability, security, or performance of any hardware, virtual machine environment, network infrastructure, or third-party system used to operate the Software.
- c) The Licensee acknowledges that the performance of the Software may depend on:
 - i) the suitability and configuration of the hardware or virtual environment;
 - ii) network availability and connectivity;
 - iii) compatibility with the relevant BMS;
 - iv) third-party software, systems, or services.
- d) Supplier shall not be responsible for failures, delays, loss of functionality, or inability to access or use the Software arising from:
 - i) hardware failures;
 - ii) virtual machine failures;
 - iii) operating system issues;
 - iv) network failures;
 - v) third-party software or systems including the new BMS or platform integrated with;
 - vi) incorrect installation, configuration, or maintenance by the Licensee.

4) Support and Maintenance

- a) Supplier provides support services in accordance with the support package purchased or otherwise provided with the Software licence.
- b) Each Software licence includes an initial Full Technical Support period of twelve (12) months unless otherwise agreed.
- c) All support provided is remote
- d) During the applicable support period, Supplier will provide support services appropriate to the support package applicable to the Software licence.
- e) Support services may include:
 - i) assistance with Software operation;
 - ii) troubleshooting Software-related issues;
 - iii) correction of Software defects;
 - iv) provision of Software updates where appropriate.
- f) Additional support services, including enhanced technical assistance, site management, system configuration assistance, third-party system investigation, integration assistance, or other services may be provided under an applicable support package or separate agreement.

5) Software Defects

- a) Supplier will provide reasonable assistance to correct defects in the Software, regardless of whether the Licensee has an active support agreement.

6) Software Updates

- a) Software updates required to correct defects will be provided regardless of whether the Licensee has an active support agreement
- b) Software updates required to improve performance may be provided free of charge during the active support period.
- c) Supplier does not undertake to provide new features, major upgrades, or enhancements unless separately agreed.

7) Warranty

- a) Supplier warrants that the Software will materially perform in accordance with Supplier's documentation during the applicable support period.
- b) If the Software does not materially perform as described and Supplier is unable to correct the issue within a reasonable period, Supplier's liability shall be limited to:
 - i) providing a corrected version of the Software; or
 - ii) refunding the applicable licence fee paid for the affected Software licence.
- c) This warranty does not apply where failure results from:
 - i) misuse of the Software;
 - ii) unauthorised modifications;
 - iii) unsuitable hardware;
 - iv) third-party systems;
 - v) incorrect installation or configuration by the Licensee, Contractor or third-party;
 - vi) information supplied by the Licensee or third parties.

8) Disclaimer

- a) Except as expressly stated in these terms, the Software is provided without warranties or guarantees beyond those required by applicable law.
- b) Supplier does not warrant that:
 - i) the Software will operate without interruption;
 - ii) the Software will be error-free;
 - iii) the Software will operate with all BMS systems;
 - iv) the Software will satisfy requirements not provided to Supplier.

9) Liability

- a) Supplier shall not be liable for:
 - i) loss of profit;
 - ii) loss of revenue;
 - iii) loss of business;
 - iv) loss of contracts;
 - v) business interruption;
 - vi) indirect or consequential losses.
- b) Supplier shall not be responsible for losses arising from:
 - i) BMS failures;
 - ii) hardware failures;
 - iii) third-party software;
 - iv) network failures;
 - v) misuse of the Software;

- vi) unauthorised modifications.
- c) Supplier's total liability arising from use of the Software shall not exceed the licence fee paid for the affected Software licence.

10) Confidentiality and Security

- a) The Licensee shall take reasonable steps to prevent unauthorised access to the Software and licence keys.
- b) The Licensee shall not share licence keys with unauthorised parties.

11) Termination of Licence

- a) Supplier may terminate the licence if the Licensee:
 - i) breaches these terms;
 - ii) uses the Software unlawfully;
 - iii) attempts to circumvent licence restrictions.
- b) Upon termination, the Licensee shall cease using the Software.

12) Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Scotland.