

# License Agreement

## End-User License Agreement – Single User

This End-User License Agreement (referred to as the “EULA”) is a legally binding agreement between you, the Licensee, an individual customer or entity (for example a school or charity), and Sensory App House Ltd, the company, and the author of Sensory software application you are installing (the Software), which may include associated media, printed materials, and online or electronic documentation. This Agreement is a legally binding contract that includes terms that limit your legal rights and Licensors’ liability to you and shall govern all access to and use of this Software. You hereby agree, without limitation or alteration, to all the terms and conditions contained herein.

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4. Reverse engineer, decompile, or disassemble Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding the limitation.

## **Updates and Maintenance**

Sensory App House Ltd shall provide updates and maintenance to the software on an as-needed basis.

## **Support**

Sensory App House Ltd has no obligation to provide software support, or to continue providing or updating any of the Software, beyond that required by consumer law.

## **General Provisions**

### **Termination**

In the event of termination, all licenses provided under this EULA shall immediately terminate, and you agree to discontinue accessing or attempting to access this Licensed product.

Accordingly, this EULA may be:

1. Automatically terminated if the Licensee fails to comply with any of the terms and conditions under this EULA;
2. Terminated by Sensory App House Ltd; or
3. Terminated by the Licensee.

Either Sensory App House Ltd or the Licensee may terminate this EULA immediately upon written notice to the other party, including but not limited to electronic mail.

### **Non-Transferability**

The Licensee has the option to permanently transfer all rights under this Agreement, provided the recipient agrees to the terms of this EULA.

Accordingly, this EULA is not assignable or transferable by the Licensee

without the prior written consent of Sensory App House Ltd; and any attempt to do so shall be void.

### **Notice**

Any notice, report, approval or consent required under this EULA shall be in writing and deemed to have been duly given if delivered by recorded delivery to the respective addresses of the parties.

### **Integration**

Both parties hereby agree that this EULA is the entire and exclusive statement and legal acknowledgement of the mutual understanding of the parties and supersedes and cancels any previous written and oral agreement and/or communication relating to the subject matter of this EULA.

### **Severability**

No delay or failure to exercise, on the part of either party, any privilege, power or rights under this EULA shall operate as a waiver of any of the terms and provisions of this EULA. Accordingly, no single or partial exercise of any right under this Agreement shall preclude further exercise of any other right under this EULA. Suppose any of the outlined provisions of this EULA is deemed to be unenforceable or invalid in whole or in part by a court of competent jurisdiction. In that case, such provision shall be limited to the minimum extent necessary for this EULA to remain in full force and effect and enforceable. The remaining provisions of this Agreement shall not be rendered unenforceable or invalid. They shall continue to be enforceable and valid in isolation of the unenforceable and invalid provisions of this EULA.

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You hereby agree to indemnify and hold Sensory App House Ltd harmless from and against all liabilities, damages, losses or expenses, including but not limited to reasonable attorney or other professional fees in any claim, demand, action or proceeding initiated by any third-party against Sensory App House Ltd, arising from any of your acts, including without limitation, violating this EULA or any other agreement or any applicable law.

### **Entire Agreement**

This Agreement rightly constitutes the entire understanding between the Sensory App House Ltd and the Licensee and all parties involved. It supersedes all prior agreements of the parties, whether written or oral, express or implied, statement, condition, or a representation or warranty.

### **Governing Law and Jurisdiction**

This EULA shall be deemed to be construed under the jurisdiction of the courts located in England, without regard to conflicts of laws as regards the provisions thereof. Any legal action relating to this EULA shall be brought exclusively in the courts of England, and all parties consent to the jurisdiction thereof. Furthermore, the prevailing party in any action to enforce this EULA shall be entitled to recover costs and expenses including, without limitation, legal fees. Accordingly, this EULA is made within the exclusive jurisdiction of the England, and its jurisdiction shall supersede any other jurisdiction of either party's election.

**Last updated: 20/12/2023**