



END USER LICENCE AGREEMENT (EULA) ROCKETGX SVG ASSET LIBRARY

1. DEFINITIONS

In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

- 1.1 "*Business Day*" means a day other than a Saturday, Sunday, or a public holiday in the United Kingdom and between the hours of 09:00 to 17:00 GMT.
- 1.2 "*End-User Licence Agreement*" means a software licence and support agreement attached hereto in the form set out in the installation process of the Digital Library of SVG Assets.
- 1.3 "*Intellectual property rights*" means patents, trademarks, service marks, registered designs, source code, applications for any of the foregoing, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected rights in any country.
- 1.4 "*Distributor*" refers to the entity that distributes a licenced copy of the RocketGX SVG Asset Library.
- 1.5 "*Licensee*" means a person situated in the Territory who has acquired licence to use the Software from the Distributor (RocketGX Limited) and being a party to an End-User Licence Agreement with the Company (RocketGX Limited) with respect of the Digital Library of SVG Assets.
- 1.6 "*Product Description*" means the product description of the Digital Library of SVG Assets describing the facilities and functions thereof as supplied to the Distributor (RocketGX Limited) by the Company (RocketGX Limited) from time to time.
- 1.7 "*The Company*" meaning RocketGX Limited.
- 1.8 "*The Distributor*" meaning RocketGX Limited.
- 1.9 "*Software*" means the Company's SVG Asset Library and all modifications, enhancements, and replacements thereof and additions thereto, whether created, discovered, or modified by the Company, or others.
- 1.10 "*Software Materials*" means the Software and the Product Description.
- 1.11 "*Source Materials*" means all graphical content, logic, logic diagrams, flowcharts, orthographic representations, algorithms, routines, sub-routines, utilities, modules, file structures, coding sheets, coding, source codes listings, functional specifications, program specifications and all other materials and documents necessary to enable a reasonably skilled programmer to maintain, amend and enhance the software in question without reference to any other person or documentation and whether in eye-readable or machine-readable form.
- 1.12 "*Support Services*" means the software support services provided or to be provided by the Distributor.
- 1.13 "*Territory*" means worldwide, including but not limited to, all countries, provinces, states, cities, and regions in the world.
- 1.14 "*Year*" means any period of continuous 12-month period or any anniversary of the date hereof.
- 1.15 "*You*" means the purchaser/ an End-User.
- 1.16 "*Product Licence*" means a unique licence file that allows the end-users to use the Software once they have purchased a licence (See section 2. Licence Grant).
- 1.17 "*Licence Type*" means the group or subset of features and functionality of the Product Licence available to the end-users once they have purchased a licence.
- 1.18 "*Product Licence Generation*" means a Product Licence has been created in the Company's licence system and is active and available for the Licensee or Distributor
- 1.19 "*Commercial Purposes*" would include anything related to commercial gain (e.g., works, projects or marketing materials) for the licensee but excluding anything beyond the scope licenced herein (See sections: 3. Ownership, 5. Allowed Usage, 6. Distribution & 7. Restrictions).
- 1.20 "*Commercial Scope*" pertains to commercial gain for the licensee and excluding examples (but not limited to) such as resale, reproduction, derivative works, competition with the



Company, or other that runs contrary to the spirit of this Agreement See sections: 3. Ownership, 5. Allowed Usage, 6. Distribution & 7. Restrictions).

This is a legally binding agreement between you (either an individual or a single entity), referred to herein as “You” and RocketGX Limited, referred to herein as “The Company”. This licence for the RocketGX SVG Asset Library and materials included in it are referred to hereafter as the “The Software”.

Installing, opening, or using all or any portion of this software indicates your acceptance of all the terms and conditions of this End-User Licence Agreement referred to herein as “EULA” and this agreement is equivalent to a written agreement signed by you. By selecting the box “I Agree” or performing a similar electronic function, you are providing your acceptance of the terms of this agreement.

This agreement is enforceable against you and any legal entity that obtained The Software, and, on whose behalf, it is used. If you do not agree to the terms of this agreement, please do not use this software.

IT IS ILLEGAL AND STRICTLY PROHIBITED TO DISTRIBUTE, PUBLISH, OFFER FOR SALE, LICENCE OR SUBLICENCE, GIVE OR DISCLOSE TO ANY OTHER PARTY, THIS SOFTWARE IN HARD COPY, DIGITAL FORM OR ANY OTHER MEDIUM WHETHER EXISTING OR NOT YET EXISTING, EXCEPT AS SPECIFICALLY PERMITTED BELOW.

The use of this software is governed by the terms and conditions set forth herein. Please read them carefully. This EULA is applicable to all the materials included in the Software, its documentation, and to the Software in its whole part.

You are deemed to have read, understood, and accepted the terms of this EULA when you install or use the Software.

2. LICENCE GRANT

2.1 Subject to the terms and conditions of this Agreement, RocketGX ("Licensor") grants you “You”, the user, a limited, non-exclusive, non-transferable, licence to use, and display the Software solely for commercial use on a specific Host ID, supplied at time of purchase.

2.2 This Licence allows for installation in accordance with the restrictions and allowed usage contained within this agreement (Sections 5, 6, 7 & 8).

2.2.1 And is **non-transferrable** within the **same** organisation.

2.2.2 And/ or other related legal entities, for example (but not limited) to a Holding or parent company or similar, Franchises or Affiliates.

2.3 Explicitly, the Software may be installed on the Host ID device, supplied by You, where you hold a commercial contract or order for works, projects or purposes solely related to the Licensee only.

2.4 Any updates will be provided free of charge, on a quarterly basis where available and applicable to the term details supplied with the order to the Distributor and/ or the Company.

2.5 Support will be provided for the first 12 calendar months free of charge and is inclusive with this initial licence.

2.6 Subsequent support coverage on subsequent EULA's after this initial 12-month period will be available.

2.7 You will be contacted, in due course and in good time, to opt in or opt out.



2.8 Opting out will not inhibit your ordinarily available rights and privileges under this agreement or in Law.

2.8.1 but will have a reasonable impact on delivering any non-negligent, remedial action.

3. OWNERSHIP

3.1 The Software is licenced, not sold.

3.2 The Company retains all rights, title, and interest in and to the Software, including all Intellectual Property rights, including but not limited to all supporting documentation, files, marketing material, images, multimedia, and widgets.

3.3 You may not rent, lease, sell, sublicense, assign or transfer your rights in the Software, or authorise any portion of the software to be copied onto another individual or legal entity's computer.

3.4 The Software is protected by copyright and other intellectual property laws and by international treaties.

3.5 The Software may include security measures designed to control access and prevent unauthorised copying and use. You agree not to interfere with any such security components.

3.6 The Company permits you to download, install, use, or otherwise benefit from the functionality or intellectual property of the Software **only** in accordance with the terms of this EULA.

3.7 Use of third-party material included in the Software may be subject to the terms and conditions typically found in the party's own licence agreement.

3.8 By agreeing to this EULA you consent that the ownership of any user-generated derivative or modifications will be the exclusive property of the Company.

3.8.1 Explicitly the User foregoes all claim and rights to ownership of any modified or derived material.

3.9 Any and all updates, upgrades, and future versions of the Software will be covered by the same intellectual property rights and ownership clauses.

4. CONFIDENTIALITY

4.1 Each party agrees that it shall not disclose to any third party any information concerning the customers, trade secrets, methods, processes, or procedures or any other confidential, financial, or business information of the other party which it learns during its performance of this EULA, without the prior written consent of such other party.

4.2 This obligation shall survive the cancellation or other termination of this EULA. The Software contains trade secrets and proprietary know-how that belong to the Company, and it is being made available to you in strict confidence.

ANY USE OR DISCLOSURE OF THE SOFTWARE, OR OF ITS ALGORITHMS, PROTOCOLS OR INTERFACES, OTHER THAN IN STRICT ACCORDANCE WITH THIS EULA, MAY BE ACTIONABLE AS A VIOLATION OF ROCKETGX LIMITED TRADE SECRET RIGHTS.

5. ALLOWED USAGE

Upon fulfilling your obligations towards properly installing and licensing the Software, you are permitted to do only the following:

(a) Install and configure the Software on the Host ID specific station, which will be running on a licenced platform (including a JACE device or Web Supervisor) provided that configuration is within the limitations set forth in the licence that was purchased.

(b) Provide access to the Software to end-users, including your customers.



(c) Display or post online as a part of your website or online property screen shots, videos, live demos of the Software for marketing or business development purposes, if the Rocket GX name or logo is displayed.

6. DISTRIBUTION

6.1 You may not unpack or remove images, compiled source code, documents, or other files or documentation and distribute them in any way except as prescribed by the Allowed Usage defined in section 5.

6.2 No distribution of the full and complete altered or unaltered Software is allowed except provided where the Company has given prior written authorisation and that all trademarks, ownership, and copyright notices remain in the Software.

6.3 And complies with both Section 5. Allowed Usage, 7. Restrictions & 8. Intellectual Property.

7. RESTRICTIONS

7.1 You shall not sublicense, sell, distribute, or otherwise transfer the Software, in whole or in part, to any third party or non-specified Host ID.

7.2 You shall not modify, adapt, reverse engineer, decompile, disassemble, or create derivative works based on the Software without prior written consent from Licensor.

7.3 The licence granted herein shall remain in effect perpetually but shall terminate upon your use of the Software beyond the scope licenced herein or upon your violation of any term or condition hereof.

You may not:

- (i) Modify or create any derivative works of the Software or documentation, including customisation, any modifications or enhancements, translation, or localisation without the express written consent of the Company.
- (ii) Reverse engineer, decompile, disassemble, make, or otherwise attempt to derive the source code of the Software, or any underlying ideas or algorithms of the Software.
- (iii) Attempt to gain unauthorised access to the Software, the Company's servers or any other service, account, computer system or network associated with the Software or with RocketGX Limited, its affiliates, agents, partners, and customers.
- (iv) Remove or alter any trademark, logo, copyright or other proprietary notices or symbols in the Software.
- (v) Block, disable, or otherwise affect any advertising, banner window, tab, link to websites and services, or other features that are part of the Software.
- (vi) Incorporate, integrate, or otherwise include the Software or any portion thereof into any software, program, or product.
- (vii) Provide false information when registering the Software.
- (viii) Digitally transmit or make available the Software or its content through local networks, intranets, extranets, FTP, online discussion boards, forums, list-serve, peer-to-peer networks or technologies, newsgroups, bulletin boards, or any other mode of shared communication system, or place the Software onto a server so that it is accessible via a public network such as the Internet.
- (ix) Use the Software in any way that violates this EULA or any law; or
- (x) Authorise or assist any third party to do any of the things described in this section.



8. INTELLECTUAL PROPERTY (INFRINGEMENT)

8.1 Notification of Infringement: If the User becomes aware of any allegation that the Software infringes upon the intellectual property rights of a third party, that party shall promptly notify the Company in writing. The notification should include all known details of the claim, including the nature of the alleged infringement and the identity of the third-party claimant.

8.2 Investigation and Response: Upon receiving notification of an alleged infringement, the Company shall investigate the claim and determine the appropriate course of action. The Company reserves the right to modify, replace, or discontinue the allegedly infringing materials to mitigate the impact of the claim.

8.3 Cooperation: Both parties (The Company and You, the Licensee) agree to cooperate fully with each other in investigating and addressing any such allegations. This includes sharing relevant information, providing access to necessary documents, and facilitating communication with third parties involved in the claim.

8.4 Defence and Indemnification: You agree to indemnify, defend, and hold harmless the Company, its affiliates, officers, directors, employees, agents, licensors, and suppliers from and against all claims, liabilities, damages, losses, costs, and expenses, including legal fees, arising out of or in connection with your use of the Software, your breach of this Agreement, or your infringement, or infringement by any other user of your account, of any Intellectual Property or other right of anyone. The Company reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with the Company in asserting any available defences.

8.5 Limitation of Liability: The limitation of liability under this clause shall be limited to the remedies specified herein. In no event shall the Company be liable for any indirect, incidental, consequential, or punitive damages arising out of third-party claims of intellectual property infringement.

8.6 Exclusions: This indemnification shall not apply if the alleged infringement arises from: **a.** Modifications to the graphics library made by the User/ Licensee or any third party; **b.** Use of the graphics library in a manner not authorised by this EULA; **c.** Combination of the graphics library with materials not provided by the Notifier.

9. PUBLICITY

9.1 You shall not refer to the existence of this EULA in any press release, website, advertising or any publicly distributed or accessible material, without the prior written consent of the Company.

10. UPDATES AND SUPPORT

10.1 The Company reserves the right to release software updates, modifications, and/or patches that provide additional functionality or address issues such as additional graphical assets, graphical modifications to existing assets, security, interoperability, and performance.

10.2 Your use of the updates shall be governed by this EULA unless you are asked to agree to a new EULA at the time of download or installation.

10.3 Where, if any, updates are supplied, they will be distributed to you for free for 12 months from date of purchase and will be released quarterly, where or if appropriate and where applicable.

10.4 Any updates will be distributed digitally to the correspondence email address on file.

10.5 Where the User has requested the removal of all records, they are accepting, **without reserve**, that the Company will not be able to discharge this commitment.



10.6 It is the User's responsibility to update and patch the Software. Any liability to the Company that arises from a failure to do so will inhibit the Company's ability to discharge any remedial action, potentially invalidating any recourse for further action from the User.

10.7 The initial 12-month term includes free support for that period.

10.8 Additional support or updates, after this initial 12-month period, will be offered on an annual basis at a POA, and in advance of the term duration, where details have been retained on record.

11. PRIVACY

11.1 During the download or installation process, or at some time thereafter, you may be asked to provide certain information that will be used to personalise your experience, validate your licence or identity, send you RocketGX Limited information via email or mail, and customise some information presented to you through the Software or our websites.

11.2 Both personal and non-personal information collected by the Software is safeguarded according to GDPR standard and will not be shared or given without your consent.

11.3 Data and information collected will be used by the Company to provide Support, Notifications and other provisions contained herein only.

11.4 Upon Termination, for whatever reason, all data that is required to be removed and deleted (per GDPR), will be removed from the Company's records and you will be notified via email to the last known correspondence email.

11.5 The Distributor is responsible for providing their own GDPR, Usage and Compliance documentation.

12. WARRANTY AND DISCLAIMER

12.1 The Company warrants that it has the right to grant the licence herein.

12.2 The Software is provided "as is" without any warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

13. LIMITATION OF LIABILITY

13.1 In no event shall The Company be liable for any damages arising out of the use or inability to use the Software, even if The Company has been advised of the possibility of such damages.

13.2 The user consents to indemnify the licensor against any losses incurred due to the use of the Software outside the EULA terms.

13.3 The limitation of liability is not intended to exclude any liability for negligence or intentional misconduct on the part of the Company and is compliant with all applicable law.

14. REFUNDS

14.1 Upon receipt of the software, no refunds will be offered by the Company.

14.2 You have the full right to a repair or replacement.

15. DISPUTE RESOLUTION

15.1 Initial Resolution Attempt: In the event of any dispute, controversy, or claim arising out of or relating to this EULA or the breach, termination, enforcement, interpretation, or validity thereof (a "Dispute"), the parties shall first attempt to resolve the Dispute informally. This may involve direct negotiation between designated representatives of each party with authority to settle the Dispute.

15.2 Mediation: If the Dispute cannot be resolved through negotiation within thirty (30) days, either party may request mediation. Mediation shall be conducted in London, England under



the rules of the Centre for Effective Dispute Resolution (CEDR). Each party will bear its own costs in the mediation and will share equally the fees of the mediator unless otherwise agreed.

15.3 If mediation does not resolve the Dispute within sixty (60) days of its initiation, either party may initiate arbitration. The arbitration shall be conducted in London, England in accordance with the Arbitration Act 1996. The arbitration shall be conducted by one arbitrator appointed in accordance with said Act.

15.4 The language of the arbitration shall be English. The decision of the arbitrator(s) shall be final and binding on the parties.

15.5 As a last resort, if the Dispute is not resolved through mediation or arbitration, the parties may seek remedies through litigation. Any litigation under this EULA shall be brought in the courts of England and Wales, and the parties' consent to the exclusive jurisdiction of these courts.

15.6 All negotiations, mediations, and arbitration proceedings shall be conducted in confidentiality and shall be considered as compromise and settlement negotiations for purposes of applicable laws of evidence.

15.7 The parties agree that, during the dispute resolution process, they shall continue to perform their respective obligations under this EULA.

15.8 No action, regardless of form, arising out of the transactions under this EULA, may be brought by either party more than one (1) year after the cause of action has accrued, except for an action for non-payment.

16. TERMINATION

16.1 This licence is effective until terminated. The company may terminate this licence immediately if You breach any term hereof; These examples are indicative and illustrative, but not limited to: Unauthorised distribution, removal of any part of the whole of the Software, tampering of certificates, adulterating any source code (or otherwise interfering with the normal execution and operation of the software).

16.2 Termination will be deemed to be effective immediately, unless directed at the discretion of the company.

16.3 Upon termination, the User must immediately cease all use of the graphics library upon termination. This aligns with the principle that the licence to use the software is revoked upon termination.

16.4 Deletion of Copies: The user is required to delete or destroy all copies of the graphics library, whether on physical devices or cloud based. This is consistent with intellectual property laws which no longer allow the user to retain or use the software post-termination.

16.5 Confirmation of Compliance: Requesting written confirmation of compliance is permissible, but it must be reasonable and proportionate. It should not impose undue burdens on the user.

16.6 No Entitlement to Refund: Users are not entitled to refunds upon termination, excepting where the Provider has failed (e.g., the software is faulty and remedial works and mediation has not resolved the issue), whereupon the user may be entitled to a refund.

16.7 User Content and Data: While the provider is not responsible for the loss of user content post-termination, under the Data Protection Act 2018 and GDPR, any personal data held by the Company, or the Distributor will be handled according to these regulations. Users will be informed about how their data will be treated upon termination.

16.8 Legal Remedies for Breach: The Company can seek legal remedies for breach of the EULA, but these actions must be proportionate and in accordance with the laws of England and Wales. Any penalties or remedies should be reasonable and justifiable.



16.9 Survival of Certain Provisions: Certain provisions (such as confidentiality, indemnification, and limitations of liability) will survive termination.

17. PRIVACY AND DATA PROTECTION

17.1 Personal data collected through the ordinary business process of distributing, updating, and supporting the Software and servicing the Licence will be used, stored, and protected in compliance with GDPR and any other relevant privacy laws.

17.2 You have the right to request access, portability, rectification, and deletion.

17.3 This may be done by requesting the relevant action required to the email address admin@rocketgx.com.

17.4 It is understood that if you request deletion of certain parts of your retained information this may create an inability by the Company to execute certain responsibilities of this EULA, including service, updates and support of the Software and its licence.

18. GOVERNING LAW

18.1 This Agreement shall be governed by and construed in accordance with English laws and the Courts of England & Wales.

18.2 If this EULA is accessible or translated into other languages, the original version in English (UK) will take precedence in the event of any inconsistencies.

18.3 By using the Software, Licensee agrees to be bound by the terms of this EULA.

18.4 Users must adhere to local laws concerning the use of the Software within their jurisdiction.

18.5 Distribution will be made by both the Company and Distributor in adherence to all pertinent export control laws.

18.6 The EULA may be revised to reflect amendments in applicable legislation.

18.6.1 Any amendments to the EULA will be circulated where permission for details to be held have been allowed. Where they have not, all reasonable attempts to contact You will be made.

18.6.2 Where contact has not been possible, and after a period of thirty (30) days, You will have been deemed to have either accepted the amended EULA in full, or Terminated the agreement with immediate effect.

18.7 The Company reserves the right to audit adherence to the EULA terms and by accepting receipt of the Software you are agreeing to be bound by this stipulation.

18.8 Should any section of the EULA be found to be unenforceable; the remainder will remain valid.

18.9 Any queries or clarification where required, should be directed to admin@rocketgx.com with the Subject line "EULA Query".

18.10 By accepting the Software and this EULA You agree that you have undertaken a full and proper legal review of the document and are happy to be bound by the obligations, responsibilities, and restrictions herein.

18.11 Any waiver of any term in this EULA does not imply or constitute a waiver of any other terms.

18.12 This EULA constitutes the full agreement between both parties, superseding all previous agreements or discussions.