

Araani application EULA

This End User License Agreement (“EULA”) between you, the End User (as defined below), and Araani NV, a registered company with company number 0505.774.826 and registered office at Luipaardstraat 12; 8500 Kortrijk in Belgium (“Araani”), sets forth the terms and conditions under which Araani shall provide the End User with a license to the Application (as defined below), as well as the manner in which the End User should (not) use the Application.

Please note that this EULA may be updated from time to time. The latest version shall always be available on Araani’s Website. Araani shall include a notification in the Application release note when an update of the EULA is available. The new version enters into effect when the End-User receives the notification.

1. Definitions

Application	Any Araani application software, including any updates, upgrades, enhancements, modifications or new versions made available by Araani to (the) End User(s).
Application Documentation	All written materials, binders, user manuals and other documentation/materials supplied by Araani and related to use of the Application.
EULA	This End User License Agreement which includes (i) the conditions under which the End User shall obtain a license to the Application; and (ii) the manner in which said license/Application should or should not be used by the End User.
End User	The person or legal entity that installs and uses the Application, including its employees or any authorized person acting on its behalf.
External Services	Third party software or hardware to which the Application may have access or with which it may communicate.
Intellectual Property Rights	Any and all of Araani’s rights to patents, design, utility models, trademarks, trade names, know-how, trade secrets, copyrights, photography rights and other industrial and intellectual property rights relating to the Application, whether registered or not.
License Fee	Amounts due by the End User for obtaining and using a license to the Application.

Privacy Legislation	(i) the General Data Protection Regulation of 27 April 2016 (“the Regulation of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC”), including all future changes and amendments thereof; and/or (ii) all similar national data protection laws that are applicable to the processing of personal data within the scope of this EULA.
Supplier(s)	Araani authorized vendor(s) of the Application or of a hardware device equipped with the Application.
Trial license	The temporary installation and use of the Application in order to evaluate the performance, quality and suitability of the Application.
Website	Araani’s official website: https://www.araani.com .

2. SCOPE OF LICENSE

2.1 Standard license to Application

2.1.1 Subject to approval to and compliance with this EULA, Araani grants, for the duration of this EULA (cfr. **Article 3**), the End User a limited, personal, non-commercial and non-transferable license to (i) use the Application and/or (ii), install this Application on a hardware device that it owns or controls (where applicable).

2.1.2 The number of allowed installations and uses depends on the type of license:

- A **single instance license** allows the End User to use and/or install the Application on only one (1) hardware device.
- A **bulk license** allows the End User to use/and or install the Application on the number of hardware devices as described in the order.

2.1.3 The terms of this EULA shall govern the Application as well as any standard upgrades, updates, enhancements or other modifications to the Application provided by Araani, unless such upgrade, update, enhancement or other modification is accompanied by a new or customized End User License Agreement.

2.2 Trial license

2.2.1 Trial licenses are available to the End User for the Application with a limited activation period. Continued use of the Application beyond said activation period requires the purchase of a standard license to the Application.

2.2.2 The terms described in this EULA apply both to standard and to Trial licenses.

2.2.3 By installing the Application with trial license, the End User automatically acknowledges the Intellectual Property Rights of Araani (cfr. **Article 6**).

2.3 Non-transferable

2.3.1 The End User acknowledges that both the standard license (cfr. **Article 2.1**) and the Trial license (cfr. **Article 2.2**) are non-transferrable. This means that the End User may not:

- transfer such licenses to any third parties, including its affiliates. Accordingly, any third party / parties requiring the Application must request their own copy of the license;
- move licenses to other hardware devices. An activated license is linked to the unique serial number of a specific hardware device and therefore cannot be installed again on other pieces of (a) hardware device(s). Such action requires the purchase of a new license or is subject to a service contract, e.g. in case of hardware failure (provided that this hardware is (still) covered by the warranty);
- distribute or make the Application available over a network where it could be accessed or downloaded by third parties.

3. DURATION

3.1 This EULA applies for the duration of the use of the Application by the End User, unless terminated in accordance with **Article 9**, and takes effect from the moment that the Application is used on the intended hardware device.

4. CONDITIONS OF USE

4.1 Acceptable use of the Application

4.1.1 The End User hereby agrees to use the Application in accordance with certain restrictions and conditions. In particular, the End User shall not use the Application in a manner that Araani believes:

- copies (part of) the Application in any way shape or form (except as permitted by this EULA);
- reverse-engineers, disassembles or otherwise attempts to derive the source code of the Application;
- modifies, alters, tempers with, or otherwise creates derivative works of the Application;

- transfers the license to the Application to a third party in violation with **Article 2.3** of this EULA;
- violates Privacy Legislation;
- violates or otherwise encroaches on the rights of Araani or others, including, but not limited to, infringing or misappropriating any privacy, human, intellectual property, proprietary right;
- advocates or induces illegal activity;
- interferes with or adversely affects the Application or use of the Application by other End Users;
- is in general to be considered abnormal use of the Application.

4.1.2 The End User commits itself to:

- apply all reasonable techniques, practices and/or technology (e.g. use of strong passwords that are regularly changed) to prevent unauthorized use of the Application by a third party;
- always use the latest, updated version of the Application as (and if) made available by Araani (cfr. Article 7.1);
- notify any malfunction or disruption (due to, for example, bugs or malicious code) of the Application to the Supplier of which the End User bought the license.

4.2 Legal disclaimer

4.2.1 The End User recognizes that it is aware that fire safety is subject to strict standards and regulations. Accordingly, the End User acknowledges that the Application may never replace a mandatory fire detector. For such function, Araani refers to its certified solutions. Fire indications by the Application should only be raised after human verification.

4.2.2 The Application should in all cases be used by the End User only for the purpose for which it is intended, taking into account the specifications indicated above.

4.2.3 In no event can Araani or its affiliates be held accountable for any – direct or indirect – damages for loss or damage of property, death or personal injury to any person caused by (the non-detection of) fires, or related occurrence

5. DATA PROTECTION

5.1 In principle, access to / the use of the Application by the End User does not automatically result in the processing by Araani of personal data. However, Araani may receive and process the personal data of an End User in the event it is requested by a Supplier to provide second line support;

5.2 In such case, Araani shall process such personal data of the End User in accordance with Privacy Legislation and with the Araani privacy policy as published on the Website: <https://www.araani.com/en/standalone-pages/privacy-policy/>.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 The End User acknowledges that Araani is and remains the sole owner of all Intellectual Property Rights related to the Application, developed by Araani itself (or by a third party for the benefit of Araani). Nothing in this EULA shall be construed as to limit Araani's right, title and interest in the Application.

6.2 Araani warrants that the Application does not infringe upon the intellectual property rights of any third parties. If a third party (successfully) claims that the Application infringes upon its intellectual property rights, Araani shall obtain the right to use the third-party software or will amend or replace it so as to allow the End User to lawfully use it.

7. WARRANTY

7.1. Compatibility

7.1.1 Araani warrants for one (1) year that the Application shall run on compatible hardware devices and that the Application shall perform substantially as described in the Application Documentation.

7.2 Software maintenance and updates

7.2.1 During the first year of the license, Araani shall (proactively) take all commercially and technically reasonable measures to ensure that the Application is error/defect-free and free of malicious code. To that effect, Araani shall to its best abilities make sure that the Application is regularly updated and shall perform software maintenances if required. Beyond said first year, Araani shall only be required to proactively update the Application to fix severe bugs or other malicious code that make it impossible or seriously prevent the use of the Application (in general or by a specific End User).

7.2.2 The End User acknowledges that the aforementioned is subject to its own efforts to:

- notify any bugs of or other errors in the Application to the Supplier; and
- use, at all times, the latest (updated) version(s) of the Applications, if made available to the End User.

7.3 Exemptions

7.3.1 Araani shall not warrant:

- that the Application shall work on every hardware device and on future versions and upgrades of such hardware device, given the ever evolving and changing nature of technology;
- that all defects in the Application shall be corrected;
- the compensation for damage caused by an alteration or a modification made by the End User or another non-authorized person, or the correction or reparation of any malfunction caused by such alteration/modification;
- the correction or reparation of a malfunction caused by (non-limited) (i) the improper use or installation of the Application in violation with **Article 4.1.1**; (ii) negligence of the End User or any other breach of its commitments under **Article 4.1.2**; or (iii) a power surge or failure at the End User's location.

7.3.2 Araani is not responsible for examining or maintaining the compliance of external hardware devices, in which the Application is installed and shall not warrant the compensation of any damage or the correction of any malfunction of the Application caused by such external hardware device.

7.3.3 If national law applicable to the use of the Application provide that certain warranties cannot be excluded or can only be excluded to a limited extent, this EULA shall be interpreted in accordance with such national law provisions.

8. LIMITATION OF LIABILITY

8.1 Araani's liability

8.1.1 Araani's total liability to the End User for all claims relating to this EULA or the use of the Application shall not exceed the License Fee.

8.2 Exemption for indirect damages

8.2.1 Araani shall not be liable for any incidental, special, indirect, or consequential damages whatsoever, such as, but not limited to: damages for loss of property, loss of profits, loss of revenue, loss of data, business interruption, reputational damage, (legal) advisory fees, etc.

8.3 Misuse of the Application

8.3.1 The End User recognizes that the Application cannot be considered as a (substitute for a) smoke detector. Accordingly, Araani cannot be held liable by any person for any damages for loss or damage of property, death or personal injury to any person caused by (the non-detection of) fire or related occurrence.

8.4 Wilful misconduct, gross negligence, personal injury or death

8.4.1 The limitations of liability set forth in this **Article 8** shall not apply to damages caused by wilful misconduct or gross negligence, personal injury or death attributable to Araani or the Application.

9. TERMINATION

9.1 Breach of any of the terms of this EULA by the End User shall result in the immediate revocation of the standard or Trial license. In such case, the End User shall not be entitled to a refund of the License Fee.

9.2 Upon termination (for whatsoever reason), the End User is obliged to destroy all copies of the Application and associated license files, including backup or archival copies on external storage, and uninstall the Application from all hardware devices it owns or controls.

10. EXTERNAL SERVICES

10.1 The End User agrees to use External Services at its sole risk. Araani is not responsible for examining or evaluating the content or accuracy of any External Services, and shall not be liable for any such External Services.

10.2 The End User shall not use the External Services in any manner that is inconsistent with the terms of this EULA or that infringes the Intellectual Property Rights of Araani or any third party.

10.3 External Services may not be available in the End User's languages and may not be appropriate or available for use in any particular location. To the extent the End User chooses to use such External Services, it is solely responsible for compliance with any applicable laws.

10.4 Araani reserves the right to change, suspend, remove, disable or impose access restrictions or limits on any External Services at any time, in which case it shall reasonably notify the End User thereof.

11. MISCELLANEOUS

11.1 End User acknowledges that it has fully read and understood all terms within this EULA.

11.2 This EULA supersedes any other agreement (oral or written) between Araani and the End User with the same scope. The aforementioned does not apply to customized End User License Agreement between the End User and Araani.

11.3 No deviation from this EULA shall be accepted, without prior consent of Araani.

GOVERNING LAW AND DISPUTE RESOLUTION

12.1 This EULA and all relations, disputes, claims and other matters arising hereunder (including non-contractual disputes or claims) shall be governed exclusively by, and construed exclusively in accordance with, the laws of Belgium, without regard to conflicts of law provisions.

12.2 The competent courts located in Kortrijk, Belgium shall have exclusive jurisdiction to adjudicate any dispute or claim arising out of or relating to this EULA (including non-contractual disputes or claims).
