

BALFOUR BEATTY PLC END USER LICENCE AGREEMENT FOR THE Contract Engagement App

References to “Licensor”, “We”, “Our” or “Us” shall mean Balfour Beatty Living Places Limited of Pavilion B, Ashwood Park, Ashwood Way, Basingstoke, Hampshire, RG23 8BG company number: 02067112 (“Balfour Beatty Living Places”) acting as an agent for and on behalf of Balfour Beatty Group Limited (“Parent Company”) as its principal Parent Company, registered at 5 Churchill Place, Canary Wharf, London, England, E14 5HU company number: 00101073 (“**Licensor**”, “**We**”, “**Our**” or “**Us**”).

References to “Affiliates” shall mean Balfour Beatty plc or any person controlled by Balfour Beatty plc (“a person controlled by Balfour Beatty plc” means where Balfour Beatty plc, directly or through an intermediary, owns shares or equivalent voting rights carrying the majority at a general meeting of shareholders of such person.

PLEASE READ CAREFULLY, THESE TERMS RELATE TO YOUR USE OF THE APP.

This end-user licence agreement (“**EULA**”) is a legal agreement between you (“**End-user**” or “**You**”) and Us as the Licensor for the **Contract Engagement App** (**App**).

This EULA governs your use of Our App by You and is also SUBJECT to any rules or policies (**Appstore Rules**) applied by any appstore provider or operator from whose site, You wish to download from such as the apple app store or google play store, (**Appstore**). We remain the owners of the App and any associated documents issued pursuant to this EULA at all times.

OPERATING SYSTEM REQUIREMENTS FOR DEVICE iOS 10 or Android 4.4

IMPORTANT NOTICE:

- BY USING THE APP YOU AGREE TO THE TERMS OF THIS EULA WHICH WILL BIND YOU. THE TERMS OF THIS EULA INCLUDES ANY PRIVACY POLICY WE REFER TO, YOU ARE REFERRED TO THE LIMITATIONS ON LIABILITY IN CONDITION 6 BELOW.

- IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, PLEASE CEASE USING THE APP AND DO NOT PROCEED WITH THE PROCESS FOR DOWNLOADING THE APP.

1. ACKNOWLEDGEMENTS

- 1.1 The terms of this EULA apply to the App, including any updates or supplements to the App. If any open-source software is included in the App, the terms of an open-source licence may also apply and in such cases will be made available via use of the App and will override some of the terms of this EULA. For clarity, the App is subject to the following additional open-source licence terms: Debian 8 which follows the DFSG license <https://www.debian.org/legal/licenses/>, the PostgreSQL licence <https://www.postgresql.org/about/licence/>, the MIT license https://en.wikipedia.org/wiki/MIT_License, the Apache license <https://www.apache.org/licenses/LICENSE-2.0>, GPL https://en.wikipedia.org/wiki/GNU_General_Public_License, BSD license https://en.wikipedia.org/wiki/BSD_licenses and ISC license https://en.wikipedia.org/wiki/ISC_license.
- 1.2 We may change the terms of this EULA at any time by sending You an email at the address You have registered with Us or We shall notify You of a change when You next start the App. The new terms may be displayed on-screen and You may be required to read and accept them to continue your use of the App. If You do not accept the notified changes You must cease using the App.
- 1.3 From time to time updates to the App may be issued through the Appstore. Depending on the update, You may not be able to use the services until You have downloaded the latest version of the App and accepted any new terms.
- 1.4 If You download or use the App on a mobile telephone or handheld device that is not owned by You, You must have the permission of the owner of such device ("**Devices**") and to download a copy of the App onto the Devices. You may be charged by your service providers for internet access on the Devices. You accept sole responsibility for the use of the App and any related costs charged by your internet provider, whether or not it is owned by You.
- 1.5 The terms of Our privacy policy as issued by Us from time to time, are available at the App Store ("**Privacy Policy**") and are incorporated into this EULA. Additionally, by using the App, You acknowledge and agree that internet transmissions are never completely private or secure. You

understand that any message or information You send using the App or any service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

- 1.6 By using the App, You consent to Us and/or Our Affiliates and licensees collecting, processing and/or retaining the information (including any personal data) You have submitted and sent from your Device in accordance with Our Privacy Policy.
- 1.7 The App may contain links to other independent third-party websites (**Third-party Sites**) which relate to open source licences. Third-party Sites are not under Our control, and We are not responsible for any goods or services provided by such Third-party Sites and do not endorse the content of such Third-Party Site nor their privacy policies (if applicable).

2. **GRANT AND SCOPE OF LICENCE**

- 2.1 In consideration of you agreeing to abide by the terms of this EULA, We grant You a non-transferable, non-exclusive licence to use the App on the Devices and any associated documentation provided, for the purposes of you accessing update information on Balfour Beatty Living Places highways and infrastructure maintenance projects, services and/or programmes of work to applicable Local Authority clients as permitted subject to these terms, the Privacy Policy and the Appstore Rules, incorporated into this EULA by reference. We reserve all other rights.
- 2.2 Subject to Clause 1.4, You may download the App onto a single mobile phone or other handheld device and to view, use and display the App on the Devices solely for the purposes set out in Clause 2.1.

3. **LICENCE RESTRICTIONS**

Except as expressly set out in this EULA or as permitted by law, You agree to the following license restrictions ("**License Restrictions**"):

- (a) not to copy the App except where such copying is incidental to normal use of the App, or where it is necessary for the purpose of back-up or operational security;
- (b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the App or Documents;

- (c) not to make alterations to, or modifications of, the whole or any part of the App, or permit the App or any part of it to be combined with, or become incorporated in, any other programs;
- (d) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App or attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988 (as amended from time to time)) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the App with another software program, and provided that the information obtained by You during such activities:
 - (i) is used only for the purpose of achieving inter-operability of the App with another software program;
 - (ii) is not unnecessarily disclosed or communicated without Our prior written consent to any third party; and
 - (iii) is not used to create any software that is substantially similar to the App;
- (e) to keep all copies of the App secure
- (f) to include Our copyright notice on all entire and partial copies You make of the App on any medium;
- (g) not to provide or otherwise make available the App in whole or in part (including object and source code), in any form to any person without prior written consent from Us; and
- (h) to comply with all technology control or export laws and regulations that apply to the technology used or supported by the App or any associated service (**Technology**), together with Licence Restrictions.

4. **ACCEPTABLE USE RESTRICTIONS**

You must:

- (a) not use the App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the App, or any operating system;
- (b) not infringe Our intellectual property rights or those of any third party in relation to your use of the App, including the submission of any material (to the extent that such use is not licensed by this EULA);

- (c) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App;
- (d) not use the App in a way that could damage, disable, overburden, impair or compromise Our systems or security or interfere with other users; and
- (e) not collect or harvest any information or data from Our systems or attempt to decipher any transmissions to or from Our servers.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 All intellectual property rights in the App and any associated documentation (apart from open source code or intellectual property rights used by Us under license) and the technology anywhere in the world belong to Us, Our Affiliates or Our licensors, that rights in the App are licensed (not sold) to You, and that You have no rights in, or to, the App, or the technology other than the right to use each of them in accordance with the terms of this EULA.
- 5.2 You acknowledge that You have no right to have access to the App in source-code form.

6. LIMITED WARRANTY

- 6.1 The App will, when properly used and on an operating system, for which it was designed, shall perform in all material respects. We will use reasonable endeavours to fix any problems confirmed by Us which You have in respect of your use of the App and You agree that this shall be your sole remedy in respect of your use of the App.
- 6.2 Clause 6.1 does not apply:
 - (a) if the defect or fault in the App results from You having altered or modified the App;
 - (b) if the defect or fault in the App results from You having used the App in breach of the terms of this EULA;
 - (c) if You breach any of the Licence Restrictions or the Acceptable Use Restrictions; and
 - (d) if the cost of the fix outweighs any benefit to Us.
- 6.3 You acknowledge that the App has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the App meet the requirements of your Device.

- 6.4 We only supply the App for your own internal business use in connection with accessing updates on the Balfour Beatty Living Places projects and services as stated in 2.2. The App is not intended for your own external business use or commercial exploitation and You agree not to use the App for any commercial or resale purposes. You acknowledge that the App is provided free of charge on an ex gratia basis and subject to Clauses 6.1 and 6.5, We are not liable for any damages or losses you may suffer in connection with defects or faults in the App including but not limited to any loss of profit, loss of business, business interruption, or loss of business opportunity, loss or corruption of data or any indirect or consequential loss.
- 6.5 Nothing in this EULA shall limit or exclude Our liability for:
- (a) death or personal injury resulting from Our negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) any other liability that cannot be excluded or limited by English law.
- 6.6 If Our provision of the App or associated services is delayed by an event outside of Our control then We will take reasonable steps to minimise the effect of the delay but will not be liable for delays caused by events outside of Our control.
- 6.7 The App is provided for general information and for the purposes set out in this EULA only. We do not provide or offer any professional advice on which you should rely in connection with the App or EULA. We make no representations, warranties or guarantees (express or implied) that the App and/or any documentation or services provided are error-free, accurate or up to date.
- 6.8 We recommend that you back-up any content and/or data you use in connection with the App for your own protection.

7. TERMINATION

- 7.1 We may terminate this EULA immediately by written notice to You at any time.
- 7.2 On termination:
- (a) all rights granted to You under this EULA shall cease;
 - (b) You must immediately cease all activities authorised by this EULA, including your use of the App and/or any associated documentation or services;

- (c) You must immediately delete or remove the App from all Devices, and immediately destroy all copies of the App then in your possession, custody or control and certify to Us that You have done so.

7.3 If You do not comply with any of the terms of this EULA We may terminate your rights to use the App and/or any associated documentation or services at any time on immediate written notice to You.

8. COMMUNICATION BETWEEN US

8.1 If You wish to contact Us in writing, or if any condition in this EULA requires You to give Us notice in writing, You can send this to us by e-mail. We will confirm receipt of this by contacting You in writing, normally by e-mail.

8.2 If We have to contact You or give You notice in writing, We will do so by e-mail You provide to Us in your request for the App.

9. OTHER IMPORTANT TERMS

9.1 We may transfer our rights and obligations under this EULA to another organisation, but this will not affect your rights or our obligations under this EULA.

9.2 You may only transfer your rights or obligations under this EULA to another person if We agree in writing.

9.3 If We do not insist immediately that You do anything You are required to do under this EULA or delay in taking steps to enforce the EULA that will not mean that You do not still have to comply with the EULA or prevent Us from enforcing the EULA at a later date.

9.4 This EULA does not give any rights to third parties under the Contracts (Rights of Third Parties) Act 1999 to enforce terms of the EULA.

9.5 Each of the conditions of this EULA operates separately. If any court or competent authority decides that any of them are unlawful, the remaining conditions will remain in full force and effect.

9.6 Please note: this EULA, its subject matter and its formation, are governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction over any disputes which arise in connection with this EULA.