

## **MOBILE MANAGER SUITE END USER LICENCE AGREEMENT (“EULA”)**

BEFORE INSTALLING OR USING THE SOFTWARE, PLEASE READ THE TERMS OF THIS EULA CAREFULLY. ALL INTELLECTUAL PROPERTY RIGHTS SUBSISTING IN THE SOFTWARE, INCLUDING ANY DOCUMENTATION, ARE OWNED BY R2P. WE ARE WILLING TO LICENSE THE SOFTWARE TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT ALL THE TERMS CONTAINED IN THIS EULA. BY USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THESE TERMS, WE ARE UNWILLING TO LICENSE THE SOFTWARE TO YOU AND YOU SHOULD NOT USE THE SOFTWARE. IN SUCH CASE YOU SHOULD IMMEDIATELY DELETE THE SOFTWARE FROM YOUR COMPUTER EQUIPMENT.

### **1. DEFINITIONS**

- 1.1 "Administrator" means an entity's or organisation's nominated administrator for managing the distribution and compliant use of the licensed Software within that entity or organisation.
- 1.2 "Documentation" means any associated documentation supplied with the Software.
- 1.3 "Horizon" means a software-as-a-service licenced separately by us for automatic remote CCTV video management.
- 1.4 "Legitimate Authority" means any governmental, police, legal, regulatory or standards entity or organisation with safety and/or security responsibilities legitimately requiring access to and visibility of Video Files for non-commercial investigative purposes only.
- 1.5 "Media" means the physical labelled media upon which the Software is stored.
- 1.6 "Mobile Video Player" means the standalone module within the Software used solely for viewing Video Files exported by the Software or Horizon.
- 1.7 "Software" means the 'Mobile Manager Suite' installable software application (including Mobile Video Player) covered by this EULA.
- 1.8 "Vehicles" means vehicles or assets operating our supplied solutions.
- 1.9 "Video Files" means closed-circuit television (CCTV) recordings, using cameras and video recording equipment supplied by us and installed on the Vehicles.
- 1.10 "We", "us" and "our" means r2p GmbH and its subsidiaries.
- 1.11 "You" means the individual, entity or organisation or your Administrator (as applicable) seeking to use and administer the Software (the licensee).

### **2. LICENCE**

- 2.1 This EULA contains the terms on which we permit you to use the Software.
- 2.2 You have no right of ownership of the Software.
- 2.3 You only have the right to use the Software if the Software has been licensed to you by us or by our authorised distributor.
- 2.4 If you do not (or no longer) have a right to use the Software as set out above, you must
  - 2.4.1 not use it or attempt to assign or grant any licence to anyone else and if you attempt to do so, you will be breaking the law and you may be subject to criminal proceedings; and
  - 2.4.2 delete any copies of the Software that you possess from your servers, computer equipment and storage media.
- 2.5 This EULA replaces all previous versions of the EULA. We reserve the right to modify this EULA at our sole and absolute discretion. You will be notified of material changes to this EULA and given an opportunity to review the revised EULA before continuing to use the Software. You acknowledge and agree that the continued use of the Software after the EULA has been modified shall indicate your acceptance of these modifications. The latest EULA is also available at <https://www.r2p.com/terms-and-conditions/>.

### **3. GRANT OF LICENCE**

- 3.1 If you have a valid right to use the Software as set out above, you may use the Software, providing the use falls within the permitted use set out below and for no other purpose.
- 3.2 Your Software licence is limited, non-exclusive, does not permit you to sub-license or share the Software outside your entity or organisation, with the exception of clause 3.4, and is subject to the relevant service

fees being fully paid up, for the specific Vehicles that the Software has been contracted for, along with any associated limitations on the number of users and/or installed devices.

- 3.3 The Software may be legitimately shared within your entity or organisation, but only by your Administrator.
- 3.4 Your Administrator may share a copy of Mobile Video Player with a Legitimate Authority, subject to the following conditions
  - 3.4.1 only to enable the Legitimate Authority to play Video Files
    - 3.4.1.1 from the specific Vehicles that the Software has been contracted for to you; and
    - 3.4.1.2 that have been created by you using the Software or Horizon (subject to you also having a Horizon licence agreement); and
    - 3.4.1.3 that has been legitimately shared by you to such Legitimate Authority; and
  - 3.4.2 for evidential purposes only; and
  - 3.4.3 provided further that
    - 3.4.3.1 you comply with the terms of this EULA whilst doing so; and
    - 3.4.3.2 the Legitimate Authority confirms the agreement in writing with you that they have read and shall comply with the terms of the end user licence agreement for standalone use of Mobile Video Player, which is available at <https://www.r2p.com/terms-and-conditions/>.

#### 4. PERMITTED USE

- 4.1 This EULA only authorises you to use the Software on your authorised entity or organisation-issued computer equipment, capable of running the Software (as per the Mobile Manager data sheet (which can be supplied upon request) and which must employ industry standard security software.
- 4.2 You may only install the Software issued to you directly by your Administrator.
- 4.3 You may only use the Software to
  - 4.3.1 access only those Vehicles operated by you that the Software has been contracted for; and
  - 4.3.2 view Video Files legitimately obtained by you or supplied to you by the relevant data owner, if you are not the data owner.
- 4.4 We reserve the right to provide you with updates to the Software. You must ensure that only the latest version of the Software, issued by us, is installed on your entity-issued devices.

#### 5. RESTRICTIONS AND LIMITATIONS ON USE

- 5.1 You may not, nor permit others to:
  - 5.1.1 rent, lease, lend, re-sell, sub-license, assign, transfer or distribute the licence or the Software except as permitted by this EULA; and
  - 5.1.2 use the Software for commercial gain or chargeable services to third parties; and
  - 5.1.3 create derivative works based upon the Software or any part of it, combine or merge any part of the Software or Documentation with or into any other software or documentation; or refer to or otherwise use the Software as part of any effort to develop software (including any routine, script, code, or program) having any functional attributes, visual expressions or other features similar to those of the Software to compete with us, unless expressly agreed otherwise in writing; and
  - 5.1.4 remove, erase, obscure or vary any product identification or proprietary notices on or in the Software or Documentation; and
  - 5.1.5 attempt to access, read, extract, copy or replace the Software; and
  - 5.1.6 translate, disassemble, decompile, reverse engineer, modify or otherwise tamper with the Software; and
  - 5.1.7 remove our branding, re-brand the Software in any way or present the Software as your own; and
  - 5.1.8 use the Software in violation of this EULA or any applicable law.

#### 6. COMPLIANCE & AUDITS

- 6.1 You must appoint and maintain an Administrator, notifying us of their contact details (and any changes), to manage the compliant distribution and use of the Software within your entity or organisation throughout the duration of the licence.
- 6.2 You shall maintain electronic and other records, sufficient for us to confirm that you have complied with this EULA, of

- 6.2.1 all users in your entity or organisation with access to and devices running the Software; and
- 6.2.2 all Legitimate Authorities with whom you have shared the Mobile Video Player in accordance with clause 3.4.
- 6.3 Upon our request, you shall promptly and accurately complete and return (within 30 days) any self-audit questionnaires, along with a certification by an authorised representative confirming that your responses fully reflect your usage of the Software.
- 6.4 Further to clause 6.3, we reserve the right (no more than once per year) to audit your records and systems only to the extent to ensure that you have complied with this EULA. You shall co-operate with our audit team and promptly and accurately respond to queries requested by us.
- 6.5 If you are found not to comply with the EULA, we may terminate this EULA and/or levy applicable unpaid fees (if in our sole discretion we determine that fees for commercial use have been avoided) and our costs of any applicable audit.

## 7. PERSONAL DATA

- 7.1 By using the Software to
  - 7.1.1 extract, save and view any personal data, including Video Files, you agree that you have obtained the necessary permission to undertake such activity from the applicable data owner; and
  - 7.1.2 produce and share Video Files (in any format) outside your entity or organisation, you agree to take all reasonable precautions to ensure its safe transmission, storage and use; and
  - 7.1.3 you shall comply with clause 7.2 below.
- 7.2 You will follow the data protection legislation in the relevant country in which you are processing personal data. If you are processing data
  - 7.2.1 in the European Union or where the Customer resides in the European Union, EU GDPR will apply; or
  - 7.2.2 in the UK, the UK GDPR applies; or
  - 7.2.3 outside the EU or UK, the relevant data protection legislation will apply in the respective country.
- 7.3 You will be held liable for any breaches or potential breaches of the relevant data protection legislation and you will indemnify us against any resulting losses or damages which we have incurred from any such liability caused by you.
- 7.4 Use of the Software is subject to using a username and password and you agree to protect and keep your user credentials confidential, and not to share or disclose such details to any third party. Furthermore, you agree that you shall change the default username and password upon installation of the Software.
- 7.5 You agree that you are fully responsible for all activity conducted under your user credentials and the security of the computer equipment upon which the Software is installed. If you suspect any unauthorized use of your user credentials, you must notify us and change your password immediately.

## 8. INTELLECTUAL PROPERTY

- 8.1 We own the copyright, trademark, trade names, patents and other intellectual property rights subsisting in or used in connection with the Software including all documentation (if any) and all other copies which you are authorised to make by this EULA.
- 8.2 Parts of the Software make use of code which is applicable to the GNU General Public Licence, the terms of which shall also be made available on the Media or if supplied electronically, within the supplied files.

## 9. WARRANTY

- 9.1 We do not warrant that this Software will meet your requirements or that its operation will be uninterrupted or error-free. We exclude and expressly disclaim all express and implied warranties or conditions not stated in this EULA (including without limitation, loss of profits, loss or corruption of data, business interruption or loss of contracts), so far as such exclusion or disclaimer is permitted under the applicable law. This EULA does not affect your statutory rights.

## 10. LIABILITY

- 10.1 Nothing in this EULA shall exclude or limit our liability for fraudulent misrepresentation or death or personal injury resulting from our negligence.
- 10.2 Our entire liability to you in respect of any claim whatsoever or breach of this EULA, whether or not arising out of negligence, shall be limited to the amount you paid for the Software in the preceding 12 months.
- 10.3 In no event shall we be liable to you for any damages, including loss of business, loss of opportunity, loss of data, loss of profits or for any other indirect or consequential loss or damage whatsoever arising out of the use of or inability to use the Software, even if we have been made aware of the possibility of such damages.

## 11. YOUR UNDERTAKINGS

- 11.1 Unless prohibited by applicable law you will indemnify and hold harmless us, our authorised distributor and affiliates of any of the foregoing for all damages, losses and costs (including but not limited to reasonable attorneys' costs and fees) arising out of your violation of this EULA.
- 11.2 You undertake:
  - 11.2.1 not to use the Software in violation of this EULA or applicable law; and
  - 11.2.2 only to use the Software for the permitted use under clause 4.
- 11.3 You are fully responsible for acts or omissions by any third party to whom you have granted access to the Software or any parts thereof.
- 11.4 You hereby expressly agree that we, in addition to any other rights or remedies which we may possess, shall be entitled to injunctive and other equitable relief without having to post a bond or other security to prevent a material breach or continuing material breach of this EULA.

## 12. TERMINATION

- 12.1 We shall have the automatic sole right to terminate or suspend this EULA if you:
  - 12.1.1 breach of any of its terms; or
  - 12.1.2 destroy or attempt to interfere with the Software.
- 12.2 Upon termination, all rights you have to use the Software will cease and you must remove all Software from your servers, computers and any storage media.

## 13. SEVERABILITY

- 13.1 If any provision of this EULA is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this EULA had been agreed with the invalid illegal or unenforceable provision eliminated.

## 14. ENTIRE AGREEMENT

- 14.1 This EULA contains the entire Agreement between us relating to the subject matter and supersedes all proposals, representations, understandings and prior agreements, whether oral or written and all other communications between us relating to the subject matter.

## 15. ASSIGNMENT

- 15.1 You may not assign this licence to any third party.

## 16. GOVERNING LAW AND JURISDICTION

- 16.1 This agreement shall be governed by and construed in accordance with the law of Germany and the parties submit to the exclusive jurisdiction of the courts of Germany.