

STANDALONE MOBILE VIDEO PLAYER 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 a Legitimate Authority's nominated administrator for managing the distribution and its compliant use of the licensed Software within that entity or organisation.
- 1.2 "Documentation" means any associated documentation supplied with the Software.
- 1.3 "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.
- 1.4 "Media" means the physical labelled media upon which the Software is stored.
- 1.5 "Mobile Manager Licensee" means a bona fide licensee of the Mobile Manager Suite of software licensed by us.
- 1.6 "Software" means the "Mobile Video Player" software covered by this EULA.
- 1.7 "Vehicles" means Mobile Manager Licensee vehicles or assets operating our supplied solution.
- 1.8 "Video Files" means closed-circuit television (CCTV) recordings, using cameras and video recording equipment supplied by us and installed on the Vehicles.
- 1.9 "We", "us" and "our" means r2p GmbH and its subsidiaries.
- 1.10 "You" means the Legitimate Authority, its employees or its 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 you are a Legitimate Authority and the Software has been
 - 2.3.1 licensed to you by us or our authorised distributor; or
 - 2.3.2 shared with you legitimately by a Mobile Manager Licensee, whose licence can be verified by contacting us at Horizon_system_admin@r2p.com; and
 - 2.3.3 you confirm the agreement in writing with the relevant supplier (via your Administrator) that you have read and shall comply with the terms of this EULA.
- 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, computers and storage media.
- 2.5 This EULA replaces all previous versions of the EULA. We reserve the right to modify this EULA in our sole and absolute discretion. The latest EULA is also available at <https://www.r2p.com/terms-and-conditions/>. You acknowledge and agree that the continued use of the Software after the EULA has been modified shall indicate your acceptance of these modifications.

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 and is free to use.
- 3.3 The Software may be legitimately shared within your entity or organisation, but only by your Administrator.

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 and which must employ industry standard security software.
- 4.2 You may only install the Software issued by your Administrator.
- 4.3 You may use the Software to view the Video Files for evidential purposes only (unless agreed otherwise by us in writing)
 - 4.3.1 recorded on Vehicles operated by the Mobile Manager Licensee; and
 - 4.3.2 legitimately shared with you by the Mobile Manager Licensee.
- 4.4 We reserve the right to issue updates to the Software. You must ensure that only the latest version of the Software, issued by us or the Mobile Manager Licensee, is installed on your entity-issued devices unless agreed otherwise by us in writing.

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; 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 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 the Mobile Manager Licensee 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 of all users with access to and devices running the Software supplied to you, sufficient for us and the relevant Mobile Manager Licensee to confirm that you have complied with this EULA.
- 6.3 Upon our request or the relevant Mobile Manager Licensee's 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 be in compliance 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, you agree that you have obtained the necessary permission to view the supplied Video Files from the applicable data owner; and
- 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.

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 for 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.