

EULA (END USER LICENCE AGREEMENT) – IMPORTANT PLEASE READ

Please read this end user license agreement ("**EULA**") carefully before using or installing the software or any Vaxtor software whether accompanying this EULA or not. VAXTOR Software is licensed (not sold) and this is a binding legal Agreement.

This EULA is a legal agreement between ("**LICENSEE**" or "**YOU**") and **VAXTOR TECHNOLOGIES** (Spanish VAT number **B87670089**) of Calle Miguel Yuste 6 1A, 28037 Madrid, Spain ("**VAXTOR** "). This EULA applies to your use of any software that is owned, controlled or resold by Vaxtor and all content and programs offered or made available to you by Vaxtor (the "**SOFTWARE**") which includes data supplied with it, the associated media, printed materials and electronic documentation ("**DOCUMENTATION**"). By using all or any part of the software you accept all the terms and conditions of this EULA. Breaking the seal of a CD-ROM, memory card, USB storage device, PC or processor or camera with the software pre-installed or any medium used to deliver the software, installing or downloading the software shall be deemed to be use of the software for the purposes of this EULA. Any reseller supplying Vaxtor software or controlled software shall be responsible for ensuring that users shall accept this EULA and abide by the terms.

1. Grant and scope of license

- 1.1. In consideration of your agreeing to abide by the terms of this EULA, VAXTOR hereby grants to you a non- exclusive, non-transferable license to use the Software and the Documentation on the terms of this EULA. This license is personal to you or a specific business as the purchaser of the Software and the license granted herein is for your benefit only. It is not transferable.
- 1.2. You may:
 - 1.2.1. download, install and/or use the Software for your internal business purposes only provided that, in the case of Software that is combined with a hardware device, such software is only combined with one hardware device at any time; and
 - 1.2.2. Use any Documentation in support of the use permitted under Condition 1.1 and make up such copies of the Documentation as is reasonably necessary for its lawful use.
 - 1.2.3. For the avoidance of doubt, all rights not specifically granted to you in this EULA are hereby expressly reserved by VAXTOR.

2. Licensee's undertaking

- 2.1. Except as expressly set out in this EULA or as permitted by any local law, you undertake:
 - 2.1.1. not to copy the Software or the Documentation except where such copying of a reasonable number of copies is incidental to normal use of the Software or where it is necessary for the purpose of back-up or operational security;
 - 2.1.2. not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software or the Documentation;
 - 2.1.3. not to make alterations to, or modifications of, the whole or any part of the Software nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
 - 2.1.4. not to translate, disassemble, decompile, reverse engineer or create derivative works based on the whole, or any part, of the Software nor attempt to do any such things except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited by law;
 - 2.1.5. vary, delete or obscure any notices of proprietary rights or any product identification or restrictions on or in the Software;
 - 2.1.6. to reproduce and include VAXTOR 's copyright notice (or such other party's

copyright notice as may be specified in the Software or the Documentation) on all and any copies of the Software and/or the Documentation, including partial copies thereof;

- 2.1.7. not to use the Software for any purpose or in any manner that has not been expressly authorized by VAXTOR;
 - 2.1.8. to supervise and control use of the Software and ensure that your employees and representatives use the Software in accordance with the terms of this EULA; and
 - 2.1.9. Not to provide or make available the Software and/or the Documentation to any third party for any purpose whatsoever and further shall not use the Software on behalf of or for the benefit of any third party.
- 2.2. You must permit VAXTOR and its representatives, at all reasonable times and on reasonable advance notice, to inspect and have access to any premises at which the Software or the Documentation is being kept or used, to the computer equipment located there, and to any records kept pursuant to this EULA, for the purpose of ensuring that you are complying with the terms of this EULA.

3. Intellectual property rights

- 3.1. You acknowledge that all intellectual property rights in the Software and the Documentation throughout the world belong to VAXTOR, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software or the Documentation other than the right to use them in accordance with the terms of this EULA.
- 3.2. You acknowledge that you have no right to have access to the Software in source code form or in unlocked coding or with comments.

4. Warranty

- 4.1. VAXTOR warrants that:
 - 4.1.1. The medium on which the Software is stored and distributed is at the time it is supplied and will be for the period of 90 days thereafter ("**Warranty Period**"), free from defects in design, material and workmanship under normal use. If a defect in the medium occurs during the Warranty Period, VAXTOR will replace it free of charge if you return it to VAXTOR with proof of purchase and (so far as you are able) a documented example of such defect or error; and
 - 4.1.2. During the Warranty Period, the Software will, when properly used, perform substantially in accordance with the functions described in the Documentation, and the Documentation correctly describes the operation of the Software in all material respects.
- 4.2. You acknowledge that the Software 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 Software as described in the Documentation meet your requirements.
- 4.3. You acknowledge that the Software may not be free of errors or bugs, and you agree that the existence of any minor errors shall not constitute a breach of this EULA.
- 4.4. If, within the Warranty Period, you notify VAXTOR in writing of any defect or fault in the Software in consequence of which it fails to perform substantially in accordance with the Documentation, and such defect or fault does not result from you having amended the Software or used it in contravention of the terms of this EULA, VAXTOR will, at its sole option, repair or replace the Software, provided that you make available all the information that may be necessary to assist VAXTOR in resolving the defect or fault, including sufficient information to enable VAXTOR to recreate the defect or fault.

5. VAXTOR 's liability

- 5.1. Nothing in this EULA shall exclude or in any way limit VAXTOR's liability for fraud, or for death and personal injury caused by its negligence, or any other liability to the extent the same may not be excluded or limited as a matter of law.
- 5.2. Subject to Condition 5.1, VAXTOR shall not be liable under or in connection with this EULA or any collateral contract for any:
 - 5.2.1. loss of income;
 - 5.2.2. loss of business profits or contracts;
 - 5.2.3. business interruption;
 - 5.2.4. loss of the use of money or anticipated savings;
 - 5.2.5. loss of information;
 - 5.2.6. loss of opportunity, goodwill or reputation;
 - 5.2.7. loss of, damage to or corruption of data; or
 - 5.2.8. any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise; provided that this Condition 5.2 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of Condition 4 or any other claims for direct financial loss that are not excluded by any of categories (a) to (h) inclusive of this Condition 5.2.
- 5.3. Subject to Condition 5.1 and Condition 5.2, VAXTOR's maximum aggregate liability under or in connection with this EULA, or any collateral contract, whether in contract, tort (including negligence) or otherwise, shall be limited to a sum equal to the original amount paid by you for the Software.
- 5.4. Subject to Conditions 5.1, 5.2 and 5.3, VAXTOR 's liability for infringement of third-party intellectual property rights shall be limited to breaches of rights subsisting in the United Kingdom.
- 5.5. This EULA sets out the full extent of VAXTOR 's obligations and liabilities in respect of the supply of the Software and Documentation. There are no conditions, warranties, representations or other terms, express or implied, that are binding on VAXTOR except as specifically stated in this EULA. Any condition, warranty, representation or other term concerning the supply of the Software and Documentation which might otherwise be implied into or incorporated in this EULA, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.

6. Indemnity

- 6.1. The Licensee shall indemnify, defend and hold harmless VAXTOR , its affiliates, and their directors, officers, shareholders, employees, agents, successors and assigns, in full and on demand, against any and all claims, expenses, losses, damages, costs, liabilities and judgments, including without limitation legal fees and expenses, arising out of or relating to any claim resulting from or related to: (i) any use by the Licensee of the Software other than as expressly allowed by this EULA or in a manner inconsistent with the Documentation; (ii) any breach of this EULA by the Licensee; or (iii) any violation of applicable law by the Licensee, and its directors, officers, shareholders or employees.

7. Termination

- 7.1.1. VAXTOR may terminate this EULA immediately on written notice to you if:
 - you commit a material or persistent breach of this EULA which you fail to remedy (if remediable) within 14 days after the service on you of written notice requiring you to do so;
 - a petition for a bankruptcy order to be made against you has been presented to the court;
 - the Licensee (where it is a company) becomes insolvent or unable to pay its debts (within the meaning of **Articles 2 and 5 of the Ley Concursal**,

Law 22/2003, of July 9, on Insolvency), enters into liquidation, whether voluntary or compulsory (other than for reasons of bona fide amalgamation or reconstruction), passes a resolution for its winding-up, has a receiver or administrator manager, trustee, liquidator or similar officer appointed over the whole or any part of its assets, makes any composition or arrangement with its creditors or takes or suffers any similar action in consequence of its debt, or becomes unable to pay its debts (within the meaning of **Articles 2 and 5 of the Ley Concursal, Law 22/2003, of July 9, on Insolvency**);

- you voluntarily return the Software to VAXTOR pursuant to the terms of this EULA;
- any monies owed to VAXTOR by the third party from whom you purchased the Software in relation to the resale of the Software to end-users remain unpaid for a period of more than sixty (60) days and, as a result, VAXTOR has terminated such arrangements with that third party; or
- The Software has been provided to you and/or the third party from whom you acquired the Software for demonstration purposes only.

7.1.2. The Licensee may terminate this EULA at any time by destroying the Software and the Documentation together with all copies of such in any form.

7.1.3. Upon termination for any reason:

- all rights granted to you under this EULA shall cease;
- you must cease all activities authorized by this EULA; and
- You must immediately delete or remove the Software from all computer equipment in your possession and immediately destroy or return to VAXTOR (at VAXTOR 's option) all copies of the Software then in your possession, custody or control and, in the case of destruction, certify to VAXTOR that you have done so.

8. Transfer of rights and obligations

8.1. This EULA is binding on the Licensee and VAXTOR and on their respective successors and assigns.

8.2. You may not transfer, assign, charge or otherwise dispose of this EULA, or any of your rights or obligations arising under it, without VAXTOR 's prior written consent.

8.3. VAXTOR may transfer, assign, charge, sub-contract or otherwise dispose of this EULA, or any of our rights or obligations arising under it, at any time during the term of the EULA.

9. Notices

9.1. VAXTOR may give notice to you at either the e-mail or postal address you provided to it or its representative when purchasing the Software. Notice will be deemed received and properly served 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

10. Waiver

10.1. If VAXTOR fails, at any time during the term of this EULA, to insist upon strict performance of any of the Licensee's obligations under this EULA, or if VAXTOR fails to exercise any of the rights or remedies to which it is entitled under this EULA, this shall not constitute a waiver of such rights or remedies and shall not relieve the Licensee from compliance with such obligations.

10.2. A waiver by VAXTOR of any default shall not constitute a waiver of any subsequent default.

10.3.No waiver by VAXTOR of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

11. Confidentiality

11.1.You acknowledge and agree that the Software and the Documentation has been developed at considerable time and expense by VAXTOR and is confidential to and a trade secret of VAXTOR and/or other third parties. The Licensee therefore undertakes to treat the Software and any information or materials received from VAXTOR or its agents as confidential and not to use or disclose to any third party such information without the VAXTOR 's prior written consent.

12. Severability

12.1.If any of the terms of this EULA are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

12.2.This EULA gives the Licensee specific legal rights, and it may also have other rights that vary from country to country. Some jurisdictions do not allow the exclusion of implied warranties, or certain kinds of limitations or exclusions of liability, so the above limitations and exclusions may not apply to the Licensee. Other jurisdictions allow limitations and exclusions subject to certain conditions. In such a case the above limitations and exclusions shall apply to the fullest extent permitted by the laws of such applicable jurisdictions. If any part of the above limitations or exclusions is held to be void or unenforceable, such part shall be deemed to be deleted from this Agreement and the remainder of the limitation or exclusion shall continue in full force and effect.

13. Image Recording

13.1.It is important to note that the use of the Software to originate and/or store an image of a vehicle from which the driver may be identified without the express permission of such driver may be unlawful in certain jurisdictions. Accordingly, VAXTOR does not warrant or represent that the Software is appropriate for such use or is permitted by local laws in any jurisdictions. If you choose to use the Software for such purposes, you do so on your own initiative and are responsible for compliance with all applicable local, national or international laws. In no event shall VAXTOR be held responsible for any loss or liability arising from the unlawful use of the Software.

14. Entire agreement

14.1.This EULA and any document expressly referred to in it represents the entire agreement between us in relation to the licensing of the Software and Documentation and supersedes any prior agreement, understanding or arrangement between us, whether oral or in writing.

14.2.You acknowledge that, in entering this EULA, you have not relied on any representation, undertaking or promise given by VAXTOR or be implied from anything said or written in negotiations prior to entering into this EULA except as expressly stated in this EULA.

14.3.Neither party shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date VAXTOR entered this EULA (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

15. Law and jurisdiction

15.1.This EULA is governed by Spanish law. Any dispute arising from, or related to, any term of this EULA shall be subject to the non-exclusive jurisdiction of the courts of Spain.

16. Vaxtor - Limited Software Warranty

- 16.1. Vaxtor warrants that for a period of 90 days:
- 16.2. The media (if supplied by Vaxtor on which the software is provided will be free from defects in materials and workmanship. Media may mean a CD-ROM, a memory stick or even a PC with a hard drive and applies only to standard (non-customised) software.
- 16.3. The Software substantially conforms to its published specifications. Except for the foregoing, the Software is provided AS IS. This limited warranty extends only to the Customer as the original licensee. The Customer's exclusive remedy and the entire liability of Vaxtor and its suppliers under this limited warranty will be, at the discretion of Vaxtor to repair, replace, or refund the Software if reported (or, upon request, returned) to the party supplying the Software to the Customer. In no event does Vaxtor warrant that the Software is error free or that Customer will be able to operate the Software without problems or interruptions.
- 16.4. The Customer is advised that it is considered essential to have a professional grade anti-virus software installed and kept up to date.
- 16.5. Under no circumstances will Vaxtor's liability be greater than the original price paid for the software.

This warranty does not apply if the software (a) has been altered, except by Vaxtor, (b) has not been installed, setup, operated, repaired, or maintained in accordance with instructions supplied by Vaxtor, (c) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident or the processing platform upon which it is installed has no professional grade anti-virus software installed.