EDESIX SOFTWARE END USER LICENCE AGREEMENT (EULA)

Introduction

Please read this End User Licence Agreement ("EULA") carefully before using the Software.
Included are sections: *A. General Provisions; B. Supplementary Provisions for Enterprise Licences; C. Supplementary Provisions for Software Assurance; and D. Supplementary Provisions for Trials.*

> ⚠ We have added several captions in boxes like this one to clearly explain or emphasise key sections in plain English. These are for convenience only and have no legal or contractual effect.

Glossary of Definitions

"Customer"	The Licensee organisation (Note: also referred to as "you" within this document).
"Edesix"	The Licensor (Note: also referred to as "us", "our" or "we" within this document).
"Enterprise Licence"	A licence for the Software that does not expire.
"EULA"	This document, the End User Licence Agreement. (Note: also referred to as "Agreement" within this document).
"Licence Key"	A file generated by Edesix and delivered to the Customer to activate Software.
"Software"	Any software products produced, marketed or offered for sale by Edesix.
"Software Assurance"	Edesix's Software Assurance Program.

> ⚠ Your Enterprise licence activates the Software feature set you purchased and does not require renewal (the Software and its Licence can be reinstalled on the same hardware again and again, in perpetuity).
>
> Your Software Assurance grants you access to Software support and the latest releases, and will need renewal upon expiry. The Software Assurance period must be continuous to be valid.

A. GENERAL PROVISIONS

The EULA

The Customer's use of Edesix Software and/or any features thereof, is conditioned upon their acceptance of all the terms of this EULA, including the disclaimers and limitations of liability set forth herein. If they do not agree with all the terms and conditions of this EULA, they must not make any use of the licenced Software, as any use by the Customer of the licenced Software, or any portions thereof, constitutes their acceptance of all the terms and conditions of this EULA.

> ⚠️ **This agreement is a legally binding contract. It may change as our business changes, and you agree that you will review it and any updates regularly on the Edesix website. If you use the Software it means you accept this EULA.**

1. **Binding Agreement:** The provisions of this EULA shall govern the relationship between Edesix Ltd, 16 Forth Street, Edinburgh EH1 3LH, UK and any Customer organisations with respect to the licensing by Edesix of its Software. Accordingly, subject to the terms and conditions of this EULA, Edesix may provide the Customer with (i) software that manages video footage, system users, and/or a suite of body worn cameras; and (ii) the Edesix Software Assurance program. Each time you use the Software, you accept the terms of this EULA and warrant that you have the capacity and authority to bind your organisation to it, as a Customer of Edesix

2. **Revisions to EULA:** Edesix may modify this EULA at any time and at its sole discretion. If we make changes to this EULA, don't worry, we will provide notice of the changes by sending you a notification, and/or by posting the new one on our website. Your use of the Software following any revisions to this EULA will confirm your acceptance of the revised EULA. If you do not agree to any changes made to this EULA, you may not use the Software. Any such changes will not apply to any dispute between the Customer and Edesix arising prior to the date on which we posted the revised EULA incorporating such changes, or otherwise notified you of such changes.

3. **Formation and content of the contract:** A paid contract pursuant to this EULA shall be formed, if (i) the Customer provides a purchase order to receive a Licence Key (activation file) as part of a new sale or renewal, or if (ii) the Customer and Edesix sign a written contract, or if (iii) the Customer orders by phone and receives an order confirmation by email. Details regarding the contract (e.g. Enterprise Licence feature set and Software Assurance term), are set forth in the options selected by the Customer and confirmed during the ordering process; copies of which are available.

4. **Entire Agreement:** This EULA contains the entire agreement and understanding between the Customer and Edesix with respect to the subject matter hereof, and supersedes all proposals, understandings, representations, covenants, purchase orders and any other communications (whether written or oral) between the Customer and Edesix and is binding upon the parties and their permitted successors and assigns. Any specifications or advertising issued by Edesix and any descriptions or illustrations contained within Edesix's website(s) or brochures will not form part of the contract. The Customer acknowledges that they have not relied on any statement, promise or representation made or given on behalf of Edesix which is not set out in this EULA. Nothing in this Condition shall, however, operate to limit or exclude any liability for fraudulent misrepresentation.

5. **Variation:** No variation of this EULA or of any of the documents referred to in them shall be valid unless signed by both Edesix and the Customer.

> ⚠ **We may prohibit your use of the Software or Software Assurance if you do not act responsibly with respect to use of the product.**

6. **Termination:** Edesix shall be entitled to terminate this EULA and suspend or terminate the Licence or Software Assurance privileges and the rights afforded to you hereunder effective immediately if the Customer commits a material breach of any of its obligations under this EULA which is not capable of remedy, resolved within 30 days of receipt of written notice, or does not pay their licence fee within 30 days of being invoiced. Upon termination of the licence, the Customer shall cease all use of the Software and uninstall it.

Licence Conditions

Edesix herewith grants the Customer the non-exclusive, worldwide (subject to applicable export regulations), non-transferable and non-sublicensable right to install, run and use the Software on Customer's-own computers, or on-cloud, within the limits of the scope of use specified in this EULA.

> ⚠ **Don't do bad things with the Software, try to subvert the licence enforcement,
> or steal our work.**

7. **Restrictions on use:** The Customer shall use the Software strictly in accordance with the terms of this EULA and shall not: a) decompile, reverse engineer, disassemble, attempt to derive the source code of or decrypt the Software; b) make any modification, adaptation, improvement, enhancement, translation or derivative work of the Software or documentation; c) attempt to bypass circumvent, damage or otherwise interfere with any security or other feature designed to control the manner in which it is used; d) violate any

applicable laws, rules or regulations in connection with their use of it; e) remove, alter or obscure any Edesix proprietary notice (including any notice of copyright or trademark); f) use it, or any proprietary information therein, to create a product that is directly or indirectly competitive, or in any way a substitute for products or Software offered by Edesix; g) use any proprietary intellectual property of Edesix in the design, development, manufacture, licensing or distribution of any applications, accessories or devices for use with the Software; h) permit any user to lease, loan, or re-licence rights to access - the licence cannot be used to run a commercial service, only an internal one for which all the cameras used are from Edesix; i) breach any applicable local, state, national and foreign laws and regulations in connection with its use, including all applicable import, export and re-export laws and regulations of any country; j) make available any controlled technology directly or indirectly, to, or for the benefit of, any restricted party.

8. **Intellectual Property ownership:** The Software, including any updates and any authorised copies are the intellectual property of Edesix. The structure, organisation and code of the Software are the confidential information of Edesix. Except as expressly provided in this EULA, the Customer is not granted any rights under Edesix's intellectual property rights to the Software, and Edesix reserves all rights not expressly granted under this EULA. Customer content (audio/video/annotations) created using the Software is owned by the Customer.

9. **Confidentiality:** The Customer agrees that during and after the existence of this EULA they will hold in strictest confidence any confidential information of Edesix, and will not use for any purpose unrelated to its performance of this EULA or disclose to any third party without express written permission. This includes but is not limited to information concerning: business plans and methods, new product launches, vendor information, internal policies and procedures, pricing and other financial information, and in general all non-public information whether business or technical in nature that Edesix designates as being confidential or under the circumstances of disclosure ought to be treated as confidential. These restrictions shall not apply to information that is required by law or order of a court, administrative agency or other governmental body to be disclosed, provided that in each such case the Customer provides Edesix with prompt written notice of such an order of requirement and reasonably assists Edesix in obtaining a protective order or other appropriate relief from that requirement.

⚠️ **We are not liable for how the Software, or any changes to them, affect the Customer, or for any disputes arising from their use.**

10. **Disclaimer of Warranties:** The warranties for Software set out in this EULA are the only such warranties that each party gives to the other. Edesix provides the Software "as-is" and disclaims any representation or warranty for this Software concerning: the merchantability or fitness for a particular purpose; conditions of quality and that it will be free of viruses or other harmful code, be timely, secure or error-free; any impact arising from changes to it; that the Software will not infringe any third-party patents copyrights, trademarks or other rights. No oral or written information from any Edesix authorised representative shall increase this warranty. The foregoing limited warranty shall further not be enlarged or otherwise affected by Edesix's

rendering of any support services or technical or other advice or service in connection with the Software or the Customer's use thereof.

11. **Limitation of liability:** Except for liabilities arising under section 7 (Restrictions on Use), section 8 (Intellectual Property ownership), section 9 (Confidentiality), or to the extent caused by gross negligence or misconduct, in no event shall Edesix or their affiliates, officers, directors, employees, representatives, suppliers and agents be liable to the Customer for any consequential, indirect, incidental or punitive claims or damages for any lost revenue, profits, expenses, data, business or goodwill of whatever form arising out of or related to the Customer's use of the Software. These limitations and exclusions apply to the extent permitted by applicable law in Scotland, as the declared jurisdiction. The aggregate liability of Edesix, and Edesix's licensors and the Customer respectively relating to this EULA, shall be limited to the annual Software contract value. Edesix has no obligation to provide the Customer with technical support, except under Software Assurance and standard equipment Warranty.

Provision and Activation

12. **Provision:** Edesix shall provide the Software to the Customer for electronic download and use, as outlined under section 7 (Restrictions on use).

> ⚠️ **We need the end-user email address or pc/server machine ID in order to activate the software licence.**

13. **Activation:** After purchasing, the Customer shall receive (i) a unique licence Key or (ii) an activation file for the activation of the licence. They then need to provide an end-user email address or the machine ID for the pc/server intended to load the Software and Edesix will activate the Software licence, provided all the terms and conditions herein have been accepted by the Customer. Once the licence has been activated, the Software functionalities shall be available to the Customer.

Data Security

> ⚠️ **We need the end-user email address or pc/server machine ID in order to activate the software licence.**

14. **Data security:** Edesix is aware of its role in protecting the data privacy rights of customers and has the tools and processes readily available to guard and support the exercise of these rights. This agreement can be used in lieu of a Data Processing Agreement ("DPA"), however contact our Sales or Support departments if a specific DPA is required. Edesix has the following categories of data expressed in its Data Register and has performed Data Privacy Impact Assessments covering the duration, nature and purpose of the processing, the types of data processed, and the obligations and rights of the controller. They also, where applicable, cover any cross-border transfers and control the use of any sub-processors. Edesix staff are contracted to a duty of confidentiality and will only act upon the Customer's written instructions regarding the management of Personal Data.

Edesix is:

A data processor of third party data relating to direct marketing, supplier or customer sales.
   ✔ You represent that the information you provide to Edesix is true, accurate, current and complete to the best of your knowledge. Personal Data Subject Access Requests can be initiated at: https://www.edesix. com/support/legal-information/personal-data-subject-access-request-sar

A data processor of customer and partner data when providing technical support.
   ✔ Your Software log-in credentials are personal to you and these details are not retained by Edesix.
   ✔ During a support call, before accessing any Customer system, our engineers will request a specific opt-in consent, detailing the work to be done and the duration of it. No personal data will be copied or retained during the support session.

The Customer can review our Privacy Policy on our website at www.edesix.com/support/data-protection, which is incorporated by this reference into this EULA.

15. **Communications:** By using the Software, the Customer agrees that Edesix may communicate electronically to fulfil contractual obligations to the Customer and inform them of updates that are in their legitimate interest, including but not limited to: administrative issues relating to their use of the product, for customer service related purposes, to inform the Customer of new software versions and releases, and regarding any security or privacy issues related to their use of the Software.

The aforementioned information will be emailed to the Customer at the email address provided to us at the point of sale. The Customer should notify us of any changes to their contact details in a timely manner.

If the Customer wishes to stop any or all communications that are in their legitimate interest, please write to Edesix at support@edesix.com. Edesix and its Customers have the legal right to receive written notice of a security breach.

Legal

16. **Governing Law and Jurisdiction:** This Contract, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of Scotland, excluding the United Nations Convention on Contracts for the International Sale of Goods. The parties irrevocably agree that the courts of Scotland shall have the exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter.

17. **Severance:** If any provision (or part of a provision) of this EULA is found by a court of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force. If any invalid, unenforceable or illegal provision of this EULA would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.

B. SUPPLEMENTARY PROVISIONS FOR ENTERPRISE LICENCES

> ⚠ We need the end-user email address or pc/server machine ID in order to activate the software licence.

18. **Changes of the scope of use:** The Customer shall have the right at any time to increase the product functionality or to switch to a higher licence entitlement by entering into an additional licence contract (order). Any additional purchases are subject to Edesix's then current price lists, and may not make use of prices agreed in previous contracts.

19. **Terminations:** Upon termination, the Customer shall cease using the Software.

C. SUPPLEMENTARY PROVISIONS FOR SOFTWARE ASSURANCE

> ⚠ Your Software Assurance grants you access to the Edesix support program and the latest new Software releases within the functionality set you purchased for your Enterprise licence. Access to camera firmware updates does not require Software Assurance - you are always able to download later versions of firmware.

20. **Software Assurance support program:** Software Assurance entitles the Customer to participate in the Edesix support program. Information regarding typical support offerings is available from Edesix upon request. The provision of support by Edesix shall be subject to the terms of this EULA. Software updates are restricted to the functionality set purchased with the Enterprise Licence. Older versions of Software will only be supported for a limited time and the user will be required to upgrade to maintain support. This shall not affect any statutory warranty claims of the Customer.

21. **Provision of updates:** From time to time, Edesix may provide updates, upgrades, patches, bug fixes, and other modifications to improve the Software. Updates are only granted to those Customers with active Software Assurance.

22. **Cancellations:** Once the Customer's Software Assurance commences, it will run to the conclusion of the purchased term. Mid-term refunds are not available.

D. SUPPLEMENTARY PROVISIONS FOR TRIALS

⚠️ **All Trial Licences expire automatically after 90 days and need to be replaced by purchased Enterprise Licences.**

23. Trial period. The Trial Licence term is set at 90 days, after which, if no purchase order is made, the Customer must cease using the Software, the Software will cease to function, and Software Assurance will no longer be provided. Contact sales@edesix.com to convert the Trial Licence into an Enterprise Licence, and to take out Software Assurance.

If you have any questions about this Agreement, or wish to change the address to which notices may be sent to you, please write to Edesix at the following address: Edesix, 16 Forth Street Edinburgh EH1 3LH UK