



## DEMS END USER LICENSE

### IMPORTANT NOTICE – PLEASE READ CAREFULLY

BY CLICKING ON THE "ACCEPT" BUTTON YOU AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU AND YOUR EMPLOYEES.

THERE ARE IMPORTANT PROVISIONS RELATING TO THE DURATION AND TERMINATION OF THIS LICENSE IN CONDITIONS 9 AND 10.

THE TERMS OF THIS LICENCE INCLUDE, IN PARTICULAR, DISCLAIMERS AND LIMITATIONS ON LIABILITY IN CONDITIONS 11 TO 15 INCLUSIVE.

IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, WE WILL NOT LICENSE THE SOFTWARE AND DOCUMENTS TO YOU AND YOU MUST DISCONTINUE THE DOWNLOADING OR INSTALLING PROCESS NOW BY CLICKING ON THE "CANCEL" BUTTON. IN THIS CASE THE DOWNLOADING OR INSTALLING PROCESS WILL TERMINATE.

THIS SOFTWARE LICENSE AGREEMENT ("**Agreement**") is a legal agreement between you ("**Customer**" "**You**" and "**Your**") and **Reveal Ltd**, a United Kingdom Corporation ("**Reveal**" "**us**" or "**we**").

### Software and Licence

1.1 The software covered by this Agreement is a full copy of product(s) in the DEMS product line, in object code form including any future enhancements, modifications, updates, bug fixes, and releases which Reveal decides at its discretion to make available to You, together with associated user "on-line" documentation ("**DEMS Software**").

1.2 **DEMS Camera Licence:** Reveal hereby grants to Customer a limited, non-exclusive, non-transferable licence ("**DEMS Camera Licence**") to use the DEMS Software in connection with a specific body worn video camera(s) ("**Camera**" or "**Cameras**") for which a DEMS Camera License fee has been paid. The licence hereby granted shall be designated to a specific Camera(s) approved and recorded by Reveal, and purchased by You. The licence is limited to the permitted purpose of managing the settings of the Camera(s), allocating the Camera(s) to the end user(s) and uploading content (automatically or manually) originating on the Camera(s) into or onto the DEMS Software. In the event of any doubt dispute or lack of certainty as to the exact Camera(s) to which this licence relates, then the decision of Reveal shall be final and binding upon You and Reveal.

1.3 **DEMS Upload Licence:** Reveal hereby grants to Customer a limited, non-exclusive, non-transferable licence ("**DEMS Upload Licence**") to use the DEMS Software in connection with a specific computer(s) ("**Media Device**" or "**Media Devices**") for which a DEMS Upload License fee has been paid. The license hereby granted shall be designated to a specific Media Devices(s) approved and recorded by Reveal, and purchased by You. The licence is limited to the permitted purpose of uploading content stored on the Media Device(s) into or onto the DEMS Software. In the event of any doubt dispute or lack of certainty as to the exact Media Device(s) to which this licence relates, then the decision of Reveal shall be final and binding upon You and Reveal.

1.4 **DEMS Web Upload Licence:** Subject to payment of the applicable license fee by Customer to Reveal, Reveal hereby grants to Customer a limited, non-exclusive, non-transferable licence ("**DEMS Web Upload Licence**") to use the DEMS Software for the purpose of uploading content via a Web browser into or onto the DEMS Software licensed by You; and

1.5 **DEMS Non-Uploading Licence:** A licence(s) granted under conditions 1.2, 1.3 or 1.4 above shall also include a further non-exclusive, non-transferable licence ('the DEMS Non-Uploading Licence' or 'NUL') for You to use DEMS Software on other hardware and equipment solely for the purpose ('the NUL Purpose') of accessing, searching, viewing, selecting, tagging or editing content uploaded from any Media Device licensed to You by Reveal. The hardware or equipment used by You for the NUL Purpose shall be referred to in this Agreement as 'NUL Equipment'. The NUL shall not license nor permit the uploading of any content into or onto the licensed DEMS Software originating from any NUL Equipment unless the equipment concerned is also a licensed Media Device. Your NUL Equipment shall

not be limited in number.

1.6 The licence fees or other payments due to Reveal from Customer arising from any licence granted herein shall be as set forth in the Order (as defined in Reveal's General Terms and Conditions of Sale) ("Order").

1.7 Unless otherwise agreed in writing or otherwise specified under Reveal's General Terms and Conditions of Sale, Reveal shall have no obligation to provide any software support services under this Agreement and any such service shall be the subject of a separate support agreement.

#### **Entering into this Agreement**

2. This End User License Agreement constitutes a valid and binding agreement between Reveal and You, as a user, for the use of the DEMS Software. You enter into this Agreement by clicking on the ACCEPT button in order to be able to install and use the DEMS Software. In any event any installation or use of the DEMS Software means that You agree to be bound by the terms of this Agreement and any new versions hereof.

#### **Electronic Signatures and Agreement(s)**

3. You hereby agree to your conduct evidencing your acceptance of a legally binding commitment and / or the use of electronic communication in order to enter into contracts, place orders and other records and to the electronic delivery of notices, policies and records of transactions initiated or completed through the DEMS Software. Furthermore, You hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law.

#### **Jurisdiction's Restrictions**

4. If You are residing in a jurisdiction which restricts the use of internet-based applications according to age, or which restricts the ability to enter into agreements such as this agreement according to age and You are under such a jurisdiction and under such age limit, You may not enter into this Agreement and download, install or use the DEMS Software. By entering into this Agreement You explicitly state that You have verified in Your own jurisdiction if Your use of the DEMS Software is allowed and You agree to use the DEMS Software (and all data associated with or stored through the operation or use of the DEMS software) in accordance with all applicable laws.

#### **Proprietary Rights and Restrictions**

5. Except to the extent expressly set forth above, Customer obtains no rights or licenses, express or implied, under any copyright, trade secret, patent or other proprietary right of Reveal. If Customer desires to obtain a license to use the DEMS Software for any purpose other than as licensed, Customer must contact Reveal or one of Reveal's authorized resellers. The DEMS Software and all intellectual property rights in and to the DEMS Software shall remain the sole property of Reveal and/or its suppliers and is protected by copyright laws, international treaty provisions and other applicable laws.

6. Customer acknowledges that the DEMS Software, in source code form, remains a confidential trade secret of Reveal and/or its suppliers and therefore, Customer agrees not to modify, adapt, translate, prepare derivative works from, the DEMS Software or attempt to decipher, decompile, disassemble or reverse engineer the DEMS Software or its source code, or to extract significant portions of DEMS Software files for use in other applications, in all such cases except to the extent expressly permitted by applicable legislation. Except as may be reasonably necessary, Customer will not copy the DEMS Software. Customer will not lease, rent, assign, sublicense or otherwise transfer or part with possession of the DEMS Software nor any copies of it or part of it.

7. Customer may not attempt to disable or otherwise circumvent any device contained in the DEMS Software which is intended to prevent misuse or to limit the scope of its application except to the extent necessary for the exercise of any rights expressly permitted by applicable law. Customer may not include any DEMS Software material in any product, which is either distributed by You or used by You internally. Customer agrees to refrain from using documentation or information contained in the DEMS Software in connection with any other Reveal or DEMS Software product that is not properly licensed to Customer.

#### **Intellectual Property**

8. You acknowledge that Reveal or third parties own all right, title and interest in and to DEMS Software, portions thereof, or software provided through or in conjunction with DEMS Software, including without limitation all Intellectual Property Rights. "Intellectual Property Rights" means any and all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide. You also agree to not remove, obscure, or alter any copyright notice, trademarks, or other proprietary

rights notices affixed to or contained within or accessed in conjunction with or through DEMS Software.

### **Duration and Amendment**

9.1 Subject to the terms of this Agreement, the licence hereby granted shall subsist as follows:

- (a) **DEMS Camera Licence:** EITHER for one (1) year from the date of first use of the DEMS Software in the case where an annual licence fee is paid OR for the life of the Camera designated to the licence, as set out in clause 1.2 in the case where a lifetime licence fee is paid, but in any event not to exceed six years from the date of purchase of the Camera designated to the licence. The remaining duration of the licence will be transferred to any Camera supplied under warranty as a replacement to the original Camera.
- (b) **DEMS Upload Licence:** EITHER for one (1) year from the date of first use of the DEMS Software in the case where an annual licence fee is paid OR for the life of the Media Device designated to the licence, as set out in clause 1.3 in the case where a lifetime licence fee is paid, but in any event not to exceed six years from the date of purchase of the Camera designated to the licence. The remaining duration of the licence will be transferred to any Media Device supplied under warranty as a replacement to the original Media Device.
- (c) **DEMS Web Upload Licence:** EITHER for one (1) year from the date of first use of the DEMS Software in the case where an annual licence fee is paid OR in perpetuity in the case a perpetual licence fee is paid.
- (d) **DEMS Non-Uploading Licence:** in perpetuity.

9.2 Reveal may amend this Agreement from time to time, and such amendment shall take effect immediately upon written notice to You. In the event that Reveal on reasonable grounds considers that a replacement Agreement should be entered into, You agree to co-operate with Reveal and to enter into such new Agreement promptly (but without prejudice to your rights under clause 10 of this Agreement).

### **Termination**

10.1 Reveal may terminate the license granted hereby at any time either by delivering notice to Customer following a material breach of this Agreement or of the Order as referred to in the notice; and Customer may terminate the license at any time by destroying or erasing its copy of the DEMS Software. Upon termination:

- (a) all rights granted to You under this Agreement shall cease;
- (b) You must immediately cease all activities authorised by this Agreement;
- (c) You must immediately delete or remove the applicable copy of the DEMS Software from all computer equipment in your possession, and immediately destroy or return to us (at our option) all unlicensed copies of the DEMS Software then in your possession, custody or control and, in the case of destruction, certify to us that you have done so; and
- (d) clauses 5 to 8 inclusive remain in full force and effect notwithstanding termination.

Any notice under this Agreement given by You to us, or by us to You, 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.

### **Disclaimer of Warranty**

11. You acknowledge that the DEMS 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 DEMS Software meet your requirements. The DEMS Software is provided "as is" without express or implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose or in relation to non-infringement. This Agreement sets out the full extent of our obligations and liabilities in respect of the supply of the DEMS Software. Except as expressly stated in this Agreement, there are no conditions, warranties, representations or other terms, express or implied, that are binding on Reveal. Any condition, warranty, representation or other term concerning the supply of the DEMS Software which might otherwise be implied into, or incorporated in, this Agreement whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law. In addition and without limitation of the foregoing, Reveal does not warrant against interference with Your use of the DEMS Software, that the operation of the DEMS Software will be uninterrupted or error-free, that any service will continue to be made available, that defects in the DEMS Software will be corrected or correctable, or that the DEMS Software will be compatible or work with any third party software, applications or services or any particular NUL Equipment.

Installation of the DEMS Software may affect the usability of Your and/or third party software, applications, services and hardware.

### **Limitation of Liability**

12. Reveal only supplies the DEMS Software for internal use by You, and You agree not to use the DEMS Software for any re-sale purposes.

13. Under no circumstances shall Reveal or any third party who makes its software available in conjunction with or through DEMS Software be liable to any user on account of that user's use or misuse of DEMS Software or such third party software.

14. Reveal shall not in any circumstances whatever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement and in relation to the DEMS Software or use of it for:

- (a) loss of profits, sales, business, or revenue;
- (b) business interruption;
- (c) loss of anticipated savings;
- (d) loss or corruption of data or information or breach of data security;
- (e) loss of business opportunity, goodwill or reputation; or
- (f) any indirect, punitive or consequential loss or damage.

15. Other than the losses set out in Condition 14 (for which we are not liable), our maximum aggregate liability under or in connection with this Agreement whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to the price paid by You for the licences granted by this Agreement or for this Agreement. Where monies paid by You in respect of goods and services provided by Reveal include the provision of this licence or Agreement but without specifying a specific price for such, then Reveal shall calculate an apportionment in order to determine a specific price for the licences granted by this Agreement or for this Agreement; and the decision of Reveal on any such calculation and apportionment shall be final and binding upon You and Reveal. This maximum cap does not apply to condition 16.

16. Nothing in this Agreement shall limit or exclude our liability for:

- (a) Death or personal injury resulting from our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any other liability that cannot be excluded or limited by English law.

17. In jurisdictions that limit the scope of, or preclude limitations or exclusions of, remedies or damages or of liability or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages or liability set forth herein are intended to apply to the maximum extent permitted by applicable law.

### **Events Outside of Our Control**

18. Reveal will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under this Agreement that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in condition 19.

19. An '**Event Outside Our Control**' means any act or event beyond Reveal's reasonable control, including without limitation failure of public or private telecommunications networks, war, revolution, terrorism, riot or civil commotion, or reasonable precautions against any such; strikes, lock-outs or other industrial action, whether of the affected party's own employees or others; blockage or embargo; acts of or restrictions imposed by government or public authority; explosion, fire, corrosion, flood, natural disaster, or adverse weather conditions.

20. If an Event Outside Our Control takes place that affects the performance of Reveal's obligations under this Agreement:

- a) Its obligations under this Agreement will be suspended and the time for performance of its obligations will be extended for the duration of the Event Outside Our Control; and
- b) Reveal will use its reasonable endeavours to find a solution by which its obligations under this Agreement may be performed despite the Event Outside Our Control.

## Information Required

21. Continued use of the DEMS Software may require you to send certain information including but not limited to the number of Media Devices and NUL Equipment associated with the use of the DEMS Software to Reveal from time to time as requested by Reveal or prompted by the DEMS Software. The Customer acknowledges that the information requested may need to be returned to Reveal for verification that the Customer is using DEMS Software in accordance with the licencing terms and payments made. At its sole discretion, Reveal may issue a licence that the Customer can use to enable the continued use of DEMS Software in part or in whole. The Customer acknowledges that the information requested and corresponding issued licence is in electronic form and will require access to the computer hosting the DEMS Software. You agree to co-operate with Reveal in order to meet the intentions or objectives of this condition and to take such steps and acts as are reasonably requested by Reveal in furtherance of the provisions in this condition.

## Export Controls

22. You shall comply with all export laws and restrictions and regulations of any government agency or authority, and agree not to export, or allow the export or re-export of the Reveal Redactor and / or DEMS Software in violation of any such restrictions, laws or regulations. By downloading or using the Reveal Redactor and / or DEMS Software, You are agreeing to the foregoing and You are representing and warranting that You are not located in, under the control of, or a national or resident of any restricted country or on any such list.

## Other Important Terms

23. Reveal may transfer its rights and obligations under this Agreement to another organisation, but this will not affect Your rights under this Agreement.

24. You may only transfer Your rights or Your obligations under this Agreement to another person if Reveal previously agrees in writing.

25. This Agreement, together with the Order, the terms and conditions governing such Order, constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. You agree that You shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

26. If Reveal fails to insist that You perform any of Your obligations under this Agreement, or if it do not enforce its rights against You, or if it delays in doing so, that will not mean that Reveal has waived its rights against You and will not mean that You do not have to comply with those obligations. If Reveal does waive a default by You, it will only do so in writing, and that will not mean that Reveal will automatically waive any later default by You.

27. Each of the conditions of this Agreement operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

28. This Agreement, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. Both parties irrevocably agree to the exclusive jurisdiction of the courts of England and Wales.

29. U.S. Government Rights. The DEMS Software and associated documentation are "commercial items", consisting of "commercial computer software", "commercial computer software documentation" and "technical data" as defined by the Federal Acquisition Regulation ("FAR") (48 C.F.R. 2.101) and the Defence Federal Acquisition Regulation Supplement ("DFAR") 227.7201 through 227.7202-4. Notwithstanding any other FAR, DFAR or other contractual clause to the contrary in any agreement into which this Agreement may be incorporated, U.S. Government end users will acquire the licences to use the DEMS Software and associated documentation with only those rights set forth in this Agreement. Any license provisions that are inconsistent with federal procurement regulations are not enforceable against the U.S. Government.

WARNING: THE SOFTWARE MAY HAVE AN "EXPIRE" FUNCTION AND CAN AUTOMATICALLY CEASE TO FUNCTION WITHOUT WARNING UPON EXPIRATION OF THE TERM.

