

JOECO LIMITED

SOFTWARE LICENCE AGREEMENT

USER LICENCE

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UNDERSTOOD AND AGREE TO BE BOUND BY THE TERMS OF THIS SOFTWARE LICENCE
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Definitions Used In This Agreement

JoeCo: JoeCo Limited

Product: Any product designed, manufactured, distributed or resold by JoeCo including the BlackBox

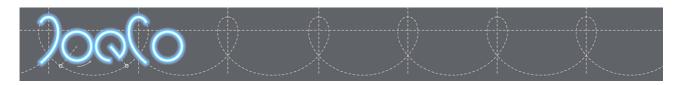
Recorder (which may be abbreviated to "BBR"). The term "product" includes both the hardware

and its associated software, as defined below.

Legitimate User: A legitimate user (hereinafter referred to as a "User") is a person, or corporate entity or employee

of a corporate entity who is:

- the owner of a Product (following its original purchase from JoeCo, or an authorised JoeCo distributor or reseller, or its subsequent purchase from a legitimate owner) and has accepted



the terms of this agreement

- using a Product on loan from its owner, where the owner has given their express permission and ensured that the user does so only on condition that they first accept the terms of this agreement
- using a Product under a rental agreement with its owner, where the owner has ensured that the user does so only on condition that they first accept the terms of this agreement
- using a Product under a temporary evaluation arrangement with its owner (which may be JoeCo or one of its authorised distributors or resellers), for a period determined by the owner, where the owner has ensured that the user does so only on condition that they first accept the terms of this agreement

Hardware: The tangible elements of the Product

Software: The operating software of the Product (whether in read only memory, on any other media or in any other form) supplied by JoeCo whether installed at the factory or subsequently upgraded by

yourself, an authorised JoeCo distributor or reseller, or any other individual or organisation. It includes remote control software, documentation, data and any other software, including

software updates, supplied by JoeCo.

1. General

You agree that:

- The Software is licensed, not sold, to you by JoeCo for use only under the terms of this Licence on the associated Product

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- JoeCo, its co-developers and suppliers reserve all their rights not expressly granted to you.
- You will use the Software in compliance with all applicable laws, including local laws of the country or region in which you live and/or use the Software and/or download updates to the Software

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No licence is granted by this document for use beyond the licensed use of the Software. Violation is subject to damages under applicable laws.

2. User Licence

You, the User, are entitled to use all parts of the Software for the duration of the life of the Product.

If the Product is sold on to a third party a new user is entitled to the same use, that is to use all parts of the Software for the duration of the life of the Product, provided that they agree to all the terms of this Licence.

3. Additional Charge Items

From time to time JoeCo, or third parties authorised by JoeCo, may make available software which by reason of third party licensing or specific extra cost of development or other reason, may be subject to additional charges for use. At



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5. Limitations of Liability

You, the User, expressly acknowledge and agree that:

- to the maximum extent permitted by applicable law, use of the JoeCo Software is at your sole risk and that the entire risk as to satisfactory quality, performance and accuracy is with you
- you have evaluated the Software together with the hardware and accepted its suitability for your application

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In no event will JoeCo be liable for incidental, consequential, special, indirect or other damages or claims, even if its agents have been advised of the possibility of such damages, resulting from the breach of any express or implied warranty. Such damages may include but are not limited to the following:

- any loss of profit or any other commercial damage
- partial or total loss of data incurred whilst using the Product
- the cost of recovery of lost data
- inability to use or to continue to use the Product itself or any connected device
- damage to property
- damage based on inconvenience, loss of time or interrupted operation

and, to the extent permitted by law, damages for personal injury.

In no event will JoeCo's liability for any damages to the User, purchaser or any other person exceed the price paid for



the Product, regardless of any form of the claim.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so some of the above limitations or exclusions may not apply to you.

6. Termination of Licence

This Licence is effective until terminated. Breach of any terms of this Licence by an owner or user of a Product will automatically terminate the Licence. The Licence is also terminated if the Product is returned under warranty or in exchange for a full or partial refund or in exchange or part-exchange for another product. Upon termination you will cease all use of the Software and destroy or return any copies of the Software to JoeCo. Sections 1, 3, 4, 5, 6, 8, 9, 10 and 11 of this Licence shall survive any such termination.

7. Force Majeure

JoeCo will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under this Licence that are caused by an event outside of its reasonable control.

8. Waiver

If JoeCo fails, at any time during the term of this Licence, to insist upon strict performance of any of your obligations under this Licence, or if it fails to exercise any of the rights or remedies to which it is entitled under this Licence, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

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

No waiver by JoeCo of any of the terms of this Licence shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

9. Severability

If any provision of this Licence is found void, invalid or unenforceable, it will not affect the validity of the balance of the Licence, which shall remain valid and enforceable according to its terms. In the event any remedy hereunder is determined to have failed of its essential purpose, all limitations of liability and exclusion of damages set forth herein shall remain in full force and effect.

10. Entire Agreement

This Licence constitutes the entire agreement between you, the User, and JoeCo relating to the Software and supersedes all prior written agreements and verbal or written undertakings. JoeCo will not be bound by any modification or amendment of this Licence unless it is in writing and signed by JoeCo.

You acknowledge that, in agreeing to the terms of this Licence, you have not relied on any representation, undertaking or promise given or implied from anything said or written by JoeCo or by an authorised JoeCo distributor, reseller or representative prior to entering into this Licence except as expressly stated in this Licence.

In the event that any translation of this Licence (from its original in UK-English language version) is carried out for different countries and there is a dispute between the UK-English and any non UK-English version, the UK-English version of this Licence shall take precedence, to the extent not prohibited by local law in your jurisdiction.



11. Governing Law

This Licence shall be construed, interpreted, and governed by the laws of England. This Licence shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.