

Copyright© 2008-2018 Rocksand Computers Limited (RCL). International copyright. All Rights Reserved.

ROCKSAND COMPUTERS LIMITED (RCL) SOFTWARE END-USER LICENSE AGREEMENT (EULA) for, Pitstop Tachograph Application

IMPORTANT NOTICE - READ THIS CAREFULLY BEFORE USING THE SOFTWARE:

THIS EULA IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR A SINGLE ENTITY) AND RCL, WHICH INCLUDES ANY ASSOCIATED SOFTWARE COMPONENTS, ANY MEDIA, AND ANY ONLINE OR ELECTRONIC DOCUMENTATION ("SOFTWARE"). BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, DO NOT INSTALL OR USE THE SOFTWARE, AND RETURN THE WHOLE PACKAGE TO THE LOCATION WHERE YOU OBTAINED IT WITHIN 30 DAYS FROM PURCHASE.

1. The SOFTWARE is licensed for use, not sold. There is therefore no transfer of any rights of ownership.
2. GRANT OF LICENSE. RCL grants to You a limited, non-exclusive, non-transferable, royalty-free license (without the right to sublicense):

Licensed Copy - Company, Driver and Lite versions. After you have purchased the license for this SOFTWARE you are licensed to copy the SOFTWARE only into the permanent memory of the number of computers corresponding to the number of licenses purchased. The primary user of the computer on which each licensed copy of the SOFTWARE is installed may make a second copy for his or her exclusive use on a second computer for backup purposes only. Under no other circumstances may the SOFTWARE be operated at the same time on more than the number of computers for which you have paid a separate license fee. The software can only be used to process data for a single company (or multiple companies if the Company Bureau version has been processed).

Licensed Copy - Enterprise version. After you have purchased the license for this SOFTWARE you are licensed to copy the SOFTWARE on multiple computers for concurrent use. The software can only be used to process data for a single company (or multiple companies if the Enterprise Bureau version has been processed).

Licensed Copy – Company Trial version. After the SOFTWARE has expired, you may not install and use a revised release of the Trial version without written permission from RCL.

You may not duplicate the SOFTWARE in whole or in part, except that you may make one copy of the SOFTWARE for backup or archival purposes, provided that all titles and trademark, copyright and restricted rights notices are reproduced on the copy. You may terminate this license at any time by destroying the original and all copies of the SOFTWARE in whatever form.

3. RESTRICTIONS. You will not copy or use the Program or Documentation except as expressly permitted by this Agreement. You will not transfer, sublicense, rent, lease or lend the Program, or use it for third-party training, commercial time-sharing or service bureau use. You will not Yourself or through any third party modify, reverse engineer, disassemble or decompile the Program, except to the extent expressly permitted by applicable law, and then only after You have notified RCL in writing of Your intended activities. You will not use the Program on multiple processors without RCL's prior written consent.

4. SUPPORT SERVICES. RCL may provide you with support services related to the SOFTWARE. Use of Support Services is governed by the RCL policies and programs described in online documentation, and/or other RCL-provided materials, as they may be modified from time to time. Any supplemental SOFTWARE code provided to you as part of the Support Services shall be considered part of the SOFTWARE and subject to the terms and conditions of this EULA. With respect to technical information you provide to RCL as part of the Support Services, RCL may use such information for its business purposes, including for product support and development. RCL will not utilise such technical information in a form that personally identifies you. Support and maintenance are included in the price for

the first 12 months, thereafter an annual fee is necessary to extend support plus upgrades and if this is not received within 6 months of the anniversary then should support be required the licence will have to be re-purchased.

5. TERMINATION. Without prejudice to any other rights, RCL may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the SOFTWARE.

6. COPYRIGHT. The SOFTWARE is protected by United Kingdom and International copyright law and international treaty provisions. RCL or its licensor retains all right, title and interest in and to all patent, copyright, trademark, trade secret and other intellectual property rights in the Program and Documentation, and any derivative works thereof. You acknowledge that no title to the intellectual property in the SOFTWARE is transferred to you. You further acknowledge that title and full ownership rights to the SOFTWARE will remain the exclusive property of RCL and you will not acquire any rights to the SOFTWARE except as expressly set forth in this license. You agree that any copies of the SOFTWARE will contain the same proprietary notices which appear on and in the SOFTWARE.

7. EXPORT RESTRICTIONS. You agree that you will not export or re-export the SOFTWARE to any country, person, entity, or end user subject to United Kingdom export restrictions. You warrant and represent that the United Kingdom authorities have not suspended, revoked or denied your export privileges.

8. NO WARRANTIES. RCL expressly disclaims any warranty for the SOFTWARE including any programming errors which have not been corrected after testing. RCL do not guarantee their products are free from defects and that the results obtained from the use of the software will be effective, accurate or reliable. THE SOFTWARE AND ANY RELATED DOCUMENTATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE REMAINS WITH YOU. NO WARRANTY FOR UPGRADES, PATCHES, FIXES, NEW OR REVISED VERSIONS IS OFFERED, although RCL may offer FREE OF CHARGE or under a separate maintenance agreement, upgrades or revised versions of the SOFTWARE from time to time or upon request entirely at the discretion of RCL.

9. LIMITATION OF LIABILITY. IN NO EVENT SHALL RCL OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE DELIVERY, PERFORMANCE, USE OR MISUSE OF THE SOFTWARE, EVEN IF RCL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, RCL'S LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY WILL NOT EXCEED THE GREATER OF GBP1.00 OR THE LICENSE FEE PAID BY YOU. In addition this SOFTWARE must be thoroughly tested by the user with non-critical data before relying on it, and the user should be fully conversant with the program or SOFTWARE and the result of using it. In particular a BACKUP of all critical, important or in any way valuable data should be made BEFORE and retained separately AFTER using any program or SOFTWARE which may in any way interfere with, damage, delete or in any other way change or modify the data. The user must assume the entire risk of using the program or SOFTWARE.

10. NATIONAL GOVERNMENT RESTRICTED RIGHTS. The SOFTWARE is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by a Government may be subject to restrictions as set forth by that Government. Manufacturer is Rocksand Computers Limited.

11. APPLICABLE LAW. This EULA is governed by the laws of England, UK.