

SYNAPTICONS End-User License Agreement

This End-User License Agreement (this “Agreement”) is a legal contract between the customer, as either an individual or an Entity (as defined below), and Synapticon GmbH and its subsidiaries (“SYNAPTICON”).

READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE DOWNLOADING, INSTALLING, OBTAINING A LICENSE, OR OTHERWISE ACCESSING OR USING SYNAPTICON’ PROPRIETARY SOFTWARE, INCLUDING SOFTWARE AS A SERVICE, ACCOMPANIED BY THIS AGREEMENT (the “SOFTWARE”). THE SOFTWARE IS COPYRIGHTED AND IT IS LICENSED TO THE CUSTOMER UNDER THIS AGREEMENT, NOT SOLD TO THE CUSTOMER. BY DOWNLOADING, INSTALLING, OBTAINING A LICENSE, OR OTHERWISE ACCESSING OR USING THE SOFTWARE, THE CUSTOMER ACKNOWLEDGES THAT THE CUSTOMER HAS READ THIS AGREEMENT, THAT THE CUSTOMER UNDERSTANDS IT, AND THAT THE CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY ITS TERMS. IF THE CUSTOMER IS ACCEPTING THIS AGREEMENT ON BEHALF OF A COMPANY, ORGANIZATION, EDUCATIONAL INSTITUTION, OR AGENCY, INSTRUMENTALITY OR DEPARTMENT OF A GOVERNMENT (AN “ENTITY”) AS ITS AUTHORIZED LEGAL REPRESENTATIVE, THEN THE CUSTOMER REPRESENTS AND WARRANTS THAT THE CUSTOMER HAS THE POWER AND AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS, AND REFERENCES TO “THE CUSTOMER” HEREIN REFER TO BOTH THE CUSTOMER, THE INDIVIDUAL END USER, AND THE ENTITY ON WHOSE BEHALF THE CUSTOMER IS ACCEPTING THIS AGREEMENT.

IF AT ANY TIME THE CUSTOMER IS NOT WILLING TO BE BOUND BY THE TERMS OF THIS AGREEMENT, THE CUSTOMER SHOULD NOT USE ANY SYNAPTICON SOFTWARE, TERMINATE THE DOWNLOAD AND/OR INSTALLATION PROCESS, IMMEDIATELY CEASE AND REFRAIN FROM ACCESSING OR USING THE SOFTWARE AND DELETE ANY COPIES THE CUSTOMER MAY HAVE. THIS AGREEMENT, ALONG WITH ANY ADDITIONAL TERMS OR POLICIES INCORPORATED HEREIN BY REFERENCE, REPRESENTS THE ENTIRE AGREEMENT BETWEEN THE CUSTOMER AND SYNAPTICON CONCERNING THE USE BY CUSTOMER OF THE SOFTWARE, AND THIS AGREEMENT SUPERSEDES AND REPLACES ANY PRIOR PROPOSAL, REPRESENTATION, OR UNDERSTANDING THE CUSTOMER MAY HAVE HAD WITH SYNAPTICON RELATING TO THE USE BY CUSTOMER OF THE SOFTWARE, WHETHER ORALLY OR IN WRITING.

1. License.

1.1. Grant of License. Subject to the customer’s full and ongoing compliance with the terms and conditions of this Agreement, including without limitation payment of all applicable license fees, the applicable SYNAPTICON entity from which the customer obtained the Software hereby grants to the customer, and the customer accepts, a personal, limited, nonexclusive, nontransferable (except as set forth in Section 1.6 below), non-assignable, revocable license to use the Software during the Term in machine-readable object code form only, and the user manuals accompanying the Software (the “Documentation”), only as authorized in this Agreement. For purposes of this Agreement, the “Software” includes any updates, enhancements, modifications, revisions, or additions to the Software made by SYNAPTICON and

made available to the customer. Notwithstanding the foregoing, SYNAPTICON shall be under no obligation to provide any updates, enhancements, modifications, revisions, or additions to the Software.

- 1.2. Scope of Use.** The customer's license to use the Software is conditioned on the following license restrictions, and any use of the Software in violation of any of these restrictions, or any of the other terms of this Agreement, constitutes a breach of this Agreement and shall result in immediate termination of any given license. The customer may use one copy of the Software under this license on a single device owned, leased, or otherwise controlled by the customer, at a single time (the "Authorized Device"). If the customer has multiple licenses for the Software, the customer may install and use as many copies of the Software as the customer has licenses, in each case, on an Authorized Device and only as authorized herein. For purposes of this Agreement, "use" of the software means loading the Software into the temporary or permanent memory of an Authorized Device. Installation of the Software on a network server solely for distribution to other computers is not "use" of the Software, and is permitted, provided that the customer has a valid license for each Authorized Device on which the Software is installed. The Software may not be used on, distributed to, or installed on a greater number of electronic devices than the customer has licenses. If the customer uses or distributes the Software to multiple users, the customer must ensure that the number of Authorized Devices does not exceed the number of licenses the customer has obtained, or the customer will be in breach of this Agreement and such use and distribution is unlicensed.
- 1.3. Copies and Modifications.** The customers may not reverse engineer, decompile, disassemble, or otherwise translate the Software or any license the customer have obtained. The customer may not modify or adapt the Software or any license that the customer has obtained in any way. Any such copies of the Software, Documentation, or license shall include any copyright or other proprietary notices that were included on such materials when the customer first received them. Except as authorized in this Section, no copies of the Software, Documentation, or license, or any portions thereof, may be made by the customer or any person under the customer's authority or control. The customer agrees that for any breach of this section the customer shall pay 100.000€ (one hundred thousand Euros) per case, provided that the customer shall be entitled to show and prove that the actual damage was less than the foregoing amount and further provided that other remedies that SYNAPTICON is entitled by law shall not be excluded.
- 1.4. Assignment of Rights.** The customer shall not sublicense, lease, rent, or lend the customer's rights in the Software, Documentation, or license, as granted by this Agreement, without prior written consent of SYNAPTICON, except that the customer may transfer this Agreement in full in connection with the sale of all or substantially all of the assets related to this Agreement, provided that the assignee assumes all of the customer's obligations hereunder, and the licenses granted hereunder will only extend to use of the Software on the Authorized Device on which the Software was installed immediately prior to the assignment. SYNAPTICON may assign this Agreement without limitation. Any assignment in violation of the foregoing shall be

void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

1.5. Support and Maintenance Services; Updates; Upgrades. SYNAPTICON will not provide any support or maintenance services under this Agreement. The customer acknowledges that SYNAPTICON has no express or implied obligation to announce or make available any updates, enhancements, modifications, revisions, or additions to the Software and that this Agreement does not give the customer any rights in or to any of the foregoing. SYNAPTICON may offer support and/or maintenance services separately. If the customer has purchased SYNAPTICON support and/or maintenance services with the Software, these services are provided to the customer under the terms and conditions accompanying the applicable service. Any supplemental software code or related materials that SYNAPTICON provides to the customer as part of any support and/or maintenance services are considered part of the Software and are subject to the terms and conditions of this Agreement. If the customer purchases an upgrade (a new version of the Software) from a perpetual license to a newer version of the perpetual license, then the customer's license to the prior perpetual license will continue to operate. However, if the customer purchases an upgrade from a perpetual license to a term-based license, then the license to the perpetual license will terminate upon purchase of the term-based license.

1.6. Software as a Service. When using Software that is hosted by SYNAPTICON ("Software as a Service" or "Service" or "OBLAC product family"), the following additional terms and conditions shall apply:

(a) The customer agrees to: (1) protect his password, applicable devices and account from all unauthorized use; and (2) be solely responsible for creating backup files of all data accessed by or used through the Service and that SYNAPTICON is not liable for any damages relating to lost, corrupted or damaged data.

(b) The customer agrees not to: (1) use the Service in a way that violates any applicable laws or regulations; (2) distribute viruses or other harmful or malicious computer code via the Service; (c) engage in any conduct that disrupts or impedes the Service; (3) engage in "screen scraping," "database scraping," "data mining" or any other activity with the purpose of obtaining lists of users or other information from the Service or that uses web "bots" or similar data gathering or extraction methods.

(c) SYNAPTICON can suspend the customer access to the Service if, in its sole discretion, SYNAPTICON believes: (1) there is risk to the security or privacy of the customer's account; (2) there is a threat to the security or integrity of SYNAPTICON' network or the Service; (3) suspension is needed to protect the rights, property or safety of SYNAPTICON, its users or the public or is required by law.

2. Intellectual Property and Confidentiality.

2.1. Use Reporting, License Violations and Remedies. SYNAPTICON reserves the right, and the customer authorizes SYNAPTICON, to gather data on license usage

including license numbers, Authorized Device IP addresses or other applicable device identifier (including MAC address or UDID), domain counts and other information deemed relevant, to ensure that our products are being used in accordance with the terms of this Agreement. SYNAPTICON reserves the right to remedy violations of any of the terms of this Agreement immediately upon discovery, by charging the then current list price of unauthorized keys to the payment instrument used to make the original, authorized purchase, or by any other means necessary, including remotely disabling the Software. The customer agrees not to block, electronically or otherwise, the transmission of data required for compliance with this Agreement. Any blocking of data required for compliance under this Agreement is considered to be in violation of this Agreement and will result in immediate termination of this Agreement pursuant to Section 4. The customer agrees that any breach of this section the customer shall pay 100.000€ (one hundred thousand Euros) per case, provided that the customer shall be entitled to show and prove that the actual damage was less than the foregoing amount and further provided that other remedies that SYNAPTICON is entitled by law shall not be excluded.

- 2.2. License Expiration.** The customer license may include an expiration date, in which case the license terminates on such expiration date. For lease licenses, the customer's monthly payment for each month must be processed prior to the expiration date in order for the license updates to be performed. For the customer's convenience SYNAPTICON may, but has no obligation to, provide license expiration warnings in the product interface. It is the customer's responsibility to contact SYNAPTICON regarding any potential expiration that the customer deems inappropriate. SYNAPTICON shall not liable for any damages or costs incurred in connection with the expired licenses.
- 2.3. Proprietary Rights to Software and Trademarks.** The customer acknowledges that the Software and the Documentation are proprietary to SYNAPTICON, and the Software and Documentation are protected under European, United States, Chinese copyright and other intellectual property laws and international treaties. The customer further acknowledges and agrees that, as between the customer and SYNAPTICON, SYNAPTICON owns and shall continue to own all right, title, and interest in and to the Software and Documentation, including associated intellectual property rights under copyright, trade secret, patent, or trademark laws. Except for the limited, revocable license expressly granted to the customer herein, this Agreement does not grant the customer any ownership or other right or interest in or to the Software or the Documentation or any other intellectual property rights of SYNAPTICON, whether by implication, estoppel, or otherwise. Any and all trademarks or service marks that SYNAPTICON uses in connection with the Software or with services rendered by SYNAPTICON are marks owned by SYNAPTICON. This Agreement does not grant the customer any right, license, or interest in such marks, and the customer shall not assert any right, license, or interest in such marks or any words or designs that are confusingly similar to such marks.
- 2.4. Confidentiality.** The customer shall permit only authorized users, who possess rightfully, obtained licenses, to use the Software or to view the Documentation. Except as expressly authorized by this Agreement, the customer shall not make

available the Software, Documentation, or any license to any third party, or use the Software, Documentation, or any license for any purpose other than exercising rights expressly granted to the customer hereunder. The customer agrees to cooperate with and assist SYNAPTICON in identifying and preventing any unauthorized use, copying, or disclosure of the Software, Documentation, or any portion thereof.

- 2.5. Consent to Use Data.** The customer agrees that SYNAPTICON may collect and use technical data and related information—including but not limited to technical information about the customer device, system and application software, and peripherals—that is gathered periodically to facilitate the provision of software updates, product support, and other services to the customer (if any) related to the Software. SYNAPTICON may use this information, as long as it is in a form that does not personally identify the customer, to operate, provide, improve, and develop our products, services and technologies, to prevent or investigate fraudulent or inappropriate use of our products, services, and technologies, for research and development, and for the other purposes described in this Agreement or to the customer as part of our products and services. SYNAPTICON' websites and online services may use "cookies," which enable the customer to personalize the customer experience on SYNAPTICON' sites and provide information to SYNAPTICON such as which websites have been visited and which ads and web searches are effective. If the customer wants to disable cookies, check the customer browser settings.
- 2.6. Audit Rights.** During the term of this Agreement and for two (2) years after termination or expiration of this Agreement, SYNAPTICON may audit, upon written notice to the customer, the customer's books, records, and computing devices to determine the customer's compliance with this Agreement and the customer's payment of the applicable license fees, if any, for the Software. In the event that any such audit reveals an underpayment by the customer of more than five percent (5%) of the license fees due to SYNAPTICON in the period being audited, or that the customer has breached any term of this Agreement, then, in addition to any other rights and remedies SYNAPTICON may have, the customer will promptly pay to SYNAPTICON any underpayments plus the cost of the audit.
- 3. License Fees.** The Software will be available to the customer for use upon the customer's receipt of one or more licenses. Upon acceptance of this Agreement, the customer may obtain one or more licenses by paying the applicable license fees or buying the electronics that contain the software. The license fees paid by the customer are paid in consideration of the license granted under this Agreement. License sales are final and SYNAPTICON does not refund license fees under any circumstances. By accepting this Agreement the customer fully understands that once license fee payment is made to SYNAPTICON the customer will have no recourse for receiving a refund of any part of the fees.
- 4. Term and Termination.** This Agreement is effective upon the customer downloading, installing, accessing, and/or using the Software, even if the customer has not expressly accepted this Agreement. This Agreement shall continue in effect until expiration or termination as provided herein (the "Term"). Without prejudice to any other rights,

SYNAPTICON shall be entitled to immediate termination of this Agreement without notice if the customer breach or fails to comply with any of the limitations or other requirements described herein, including the payment of any applicable fees, and the customer agree that in any such case SYNAPTICON may, in addition to any other remedies it may have at law or in equity, remotely disable the Software. The customer may terminate this License Agreement at any time by providing written notice of the customer's decision to terminate the Agreement to SYNAPTICON and ceasing use of the Software and Documentation. Upon any termination or expiration of the Agreement for any reason, the customer agrees to uninstall the Software and either return to SYNAPTICON the Software, Documentation, all copies thereof, and all licenses that the customer has obtained, or to destroy all such materials and provide written verification of such destruction to SYNAPTICON.

5. Indemnification The customer will, at the customers own expense, indemnify and hold SYNAPTICON, and all officers, directors, and employees thereof, harmless from and against any and all claims, actions, liabilities, losses, damages, judgments, grants, costs, and expenses, including reasonable attorneys' fees (collectively, "Claims"), arising out of any use of the Package (as defined below) by the customer, any party related to the customer, or any party acting upon the customer's authorization in a manner that is not expressly authorized by this Agreement.

6. Third Party Software. The Software which is distributed to the customer may include various third party software components or software services ("Third Party Software" and together with the Software, the "Package") which are provided under separate license terms (the "Third Party Terms"). The customer is permitted to use the Third Party Software in conjunction with the Software, provided that such use is consistent with the terms of this Agreement. The customer may have broader rights to use the Third Party Software under the applicable Third Party Terms. Nothing in this Agreement is intended to impose further restrictions on the customer's use of the Third Party Software in accordance with any Third Party Terms. The Software may also enable interoperation with certain other third party operating systems and applications. SYNAPTICON does not provide the customer with any such third party licenses and it is solely the customers' responsibility to obtain all necessary software licenses from respective vendors.

7. Disclaimer; Limitation of Liability.

7.1. WARRANTY DISCLAIMER. SYNAPTICON WARRANTS THAT THE SOFTWARE AND DOCUMENTATION CONFORMS TO THE SPECIFICATIONS. EXCEPT FOR THE FOREGOING LIMITED WARRANTY EXPRESSLY GRANTED , THE PACKAGE AND DOCUMENTATION ARE LICENSED "AS IS," AND SYNAPTICON DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TIMELINESS, TITLE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TO THE FULLEST EXTENT AUTHORIZED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SYNAPTICON EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND FOR

THE THIRD PARTY SOFTWARE, AND DOES NOT WARRANT THAT THE PACKAGE WILL MEET THE CUSTOMERS REQUIREMENTS OR THAT OPERATION OF THE PACKAGE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, THAT DEFECTS OR ERRORS IN THE PACKAGE WILL BE CORRECTED OR THAT THE PACKAGE WILL BE COMPATIBLE WITH FUTURE SYNAPTICON' PRODUCTS, OR THAT ANY INFORMATION OR DATA STORED OR TRANSMITTED THROUGH THE PACKAGE WILL NOT BE LOST, CORRUPTED OR DESTROYED. THE CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PACKAGE TO ACHIEVE THE CUSTOMERS INTENDED RESULTS, AND FOR THE RESULTS OBTAINED FROM THE CUSTOMERS USE OF THE PACKAGE.

7.2. LIMITATION OF LIABILITY. IN CASES OF INTENT AND GROSS NEGLIGENCE THE LIABILITY OF SYNAPTICON SHALL BE ACCORDING TO APPLICABLE LAW. THE SAME SHALL APPLY IN CASES OF DAMAGE TO LIFE, BODY OR HEALTH AND FOR CLAIMS BASED ON THE STATUTE ON PRODUCT LIABILITY. IN ALL OTHER CASES, SYNAPTICON IS LIABLE ONLY FOR CULPABLE VIOLATION OF CONTRACTUAL OBLIGATIONS THAT ARE ESSENTIAL FOR THE PROPER PERFORMANCE OF THIS AGREEMENT AND THAT MAY REGULARLY BE RELIED ON BY THE CUSTOMER (CARDINAL OBLIGATIONS). IN SUCH CASES, LIABILITY SHALL BE LIMITED TO THE CONTRACTUALLY TYPICAL AND PREDICTIBLE (AT THE TIME OF CONTRACT FORMATION) DAMAGE. IN ALL OTHER CASES SYNAPTICON'S LIABILITY SHALL BE EXCLUDED. TO THE EXTENT SYNAPTICON'S LIABILITY IS EXCLUDED OR LIMITED ACCORDING TO THE FOREGOING, SUCH EXCLUSION AND LIABILITY SHALL ALSO APPLY TO THE LIABILITY OF SYNAPCTION'S EMPLOYEES, REPRESENTATIVES AND AGENTS.

7.3. CONTRIBUTORY NEGLIGENCE. SYNAPTICON EXPRESSLY RESERVES TO CLAIM CONTRIBUTORY DAMAGE. THE CUSTOMER IS AWARE THAT, WITHIN HIS OBLIGATIONS OF DELIGENCE, THE CUSTOMER IS RESPONSIBLE FOR ENSURING COMPLIANCE OF THE SOFTWARE WITH OTHER SOFTWARE ALREADY EXISTING ON THE CLIENT'S DEVICES, TO PROPERLY SAVE DATA PRIOR TO INSTALLATION OF THE SOFTWARE AND DURING OPERATION AND TO PROVIDE FOR ALL OTHER APPROPRIATE SAFETY MEASURES.

8. General Terms

8.1. Feedback. If the customer provides any ideas, feedback, suggestions, materials, information, opinions, or other input to SYNAPTICON ("Feedback"), regardless of any accompanying communication, SYNAPTICON has no obligation to review, consider, or implement the customers Feedback, all such submissions are made on a non-confidential basis, SYNAPTICON and its successors and assigns have an unconditional and unlimited right to use, reproduce, modify, and disclose such Feedback without any compensation or attribution, and the customer waives and agrees not to assert any so-called "moral rights" the customer may have in the Feedback.

- 8.2. Governing Law and Choice of Forum.** This Agreement shall be governed by and interpreted in accordance with the laws of Federal Republic of Germany, without regard to the conflict of laws rules thereof. If the customer is not a consumer, any claim or dispute arising in connection with this Agreement shall be resolved in the courts situated within Stuttgart (Germany) and the customer hereby consents to the jurisdiction and venue of such courts and waive any objections to the jurisdiction or venue of such courts. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.
- 8.3. Severability.** If any term or provision of this Agreement is declared void or unenforceable in a particular situation, by any judicial or administrative authority, this declaration shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation. The parties shall agree on a valid provision that comes closest to the original intent.
- 8.4. Survival.** Articles 2, 5, 7 and 8 of this Agreement and all Sections thereof, shall survive the termination or expiration of this Agreement, regardless of the cause for termination or expiration, and shall remain valid and binding.
- 8.5. Headings.** The Article and Section headings contained in this Agreement are included for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 8.6. No Waiver.** The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.
- 8.7. Amendment.** SYNAPTICON reserves the right, in its sole discretion, to amend this Agreement from time to time by posting an updated version of the Agreement on www.SYNAPTICON.com, provided that disputes arising hereunder will be resolved in accordance with the terms of the Agreement in effect at the time the dispute arose. We encourage the customer to review the published Agreement from time to time to make himself aware of changes. Material changes to these terms will be effective upon the earlier of (i) the customers' first use of the Software with actual knowledge of such change, or (ii) 30 days from publishing the amended Agreement on www.SYNAPTICON.com. If there is a conflict between this Agreement and the most current version of this Agreement, posted at www.SYNAPTICON.com, the most current version will prevail. The customers' use of the Software after the amended Agreement becomes effective constitutes the customers' acceptance of the amended Agreement. If the customer does not accept amendments made to this Agreement, then it is the customers' responsibility to terminate this Agreement pursuant to Section 4.
- 8.8. Taxes.** The customer shall, in addition to the license fees required under this Agreement, pay all applicable sales, use, transfer, or other taxes and all duties,

whether national, state, or local, however designated, that are levied or imposed by reason of the transaction contemplated under this Agreement, excluding income taxes on the net profits of SYNAPTICON. The customer shall reimburse SYNAPTICON for the amount of any such taxes or duties paid or incurred directly by SYNAPTICON as a result of this transaction, and the customer agrees that SYNAPTICON may charge any such reimbursable taxes to the payment instrument the customer used for the customer's initial payment.

- 8.9. Export Controls.** The customer may not use, export, re-export, import, sell or transfer the Software except as authorized by German law, the laws of the jurisdiction in which the customer obtained the Software, and any other applicable laws and regulations. The customer represents and warrants that the customer is not located in a country that is subject to UN embargo. The customer also acknowledges that the Software may be subject to other German and foreign laws and regulations governing the export of software by physical and electronic means. The customer agrees to comply with all applicable German and foreign laws that apply to SYNAPTICON as well as end-user, end-use, and destination restrictions imposed by German and/or foreign governments. The customer also agrees that the customer will not use the Software for any purposes prohibited by German law, including, without limitation, the development, design, manufacture or production of nuclear missiles, or chemical or biological weapons.
- 8.10. Governing Language.** Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of this Agreement shall govern.
- 8.11. Trademark Notice.** The SYNAPTICON-Logo, SYNAPTICON, SOMANET and OBLAC are registered trademarks or trademarks of SYNAPTICON GmbH, in the European Union, in the United States, in PR China and/or other countries. All other trademarks referenced in the Software or Documentation are the property of their respective owners.
- 8.12. Contact Information.** The customer may contact SYNAPTICON for more information about the Software, other SYNAPTICON products and services at SYNAPTICON GmbH, Daimlerstraße 26, 71101 Schönaich, Germany, or by visiting our website: www.SYNAPTICON.com.