

End User License Agreement for SYNAPTICON's SDK Customers

This End User License Agreement (this "Agreement") is a legally valid agreement between Customers, acting as individuals or legal entities (as hereinafter defined), and Synapticon GmbH ("SYNAPTICON").

READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE YOU DOWNLOAD AND INSTALL OR PURCHASE THE SOFTWARE, OR OTHERWISE ACCESS OR USE SYNAPTICON'S SOFTWARE, INCLUDING SOFTWARE-AS-A-SERVICE (the "SOFTWARE"). THE SOFTWARE IS COPYRIGHT-PROTECTED AND THE CUSTOMER ONLY RECEIVES A LICENSE TIED TO THIS AGREEMENT; THE SOFTWARE AS SUCH IS NOT SOLD TO THE CUSTOMER. SHOULD CUSTOMERS AT ANY TIME BE UNWILLING TO ADHERE TO THE TERMS OF THIS AGREEMENT, THEY MAY NOT USE SYNAPTICON'S SOFTWARE, BUT MUST END THE DOWNLOAD AND/OR INSTALLATION PROCESS AND IMMEDIATELY CEASE ACCESS TO THE SOFTWARE AND/OR STOP USING IT, AND MUST DELETE EVERY COPY THAT THEY HAVE IN THEIR POSSESSION. THIS AGREEMENT, TOGETHER WITH ANY ADDITIONAL TERMS OR CONDITIONS THAT ARE REFERRED TO HEREIN, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN CUSTOMERS AND SYNAPTICON REGARDING THE USE OF THE SOFTWARE BY CUSTOMERS, AND THIS AGREEMENT REPLACES ANY PRIOR OFFERS, REPRESENTATIONS AND ARRANGEMENTS, BOTH VERBALLY AND IN WRITING, THAT CUSTOMERS HAVE AGREED WITH SYNAPTICON FOR THE USE OF THE SOFTWARE.

1. License.

- 1.1. **License grant.** SYNAPTICON hereby grants Customers a limited, non-exclusive, non-transferable, non-sublicensable or further sublicensable, revocable license for the use of the Software during the term of the Agreement in human-readable source code form and machine-readable object code form, together with the use of the related user manuals ("Documentation").
- 1.2. The license granted **pursuant to subsection 1.1.** relates solely to the use of the Software for the purposes of developing the Customers' own applications, which will work together with SYNAPTICON's SOMANET software.
- 1.3. The license granted **pursuant to subsection 1.1.** is subject to the resolatory condition that Customers act in compliance with the agreement.
- 1.4. "Software" in the context of this agreement includes all updates, enhancements, modifications or revisions of or add-ons to the Software that are made by SYNAPTICON and made available to Customers. Regardless of this, SYNAPTICON shall in no event be considered to be obliged to make available any kind of updates, enhancements or modifications of or add-ons to the Software.
- 1.5. **Scope of use.** The license granted to Customers for the use of the Software is subject to the following license restrictions, and any use of the Software in which such restrictions or other terms of this Agreement are breached is considered to be a breach of this Agreement and shall lead to the condition set out in subsection 1.3 being immediately invoked and to the invalidity of all licenses of any kind.

- (a) Customers are granted a right of use under this License Agreement, permitting them to use the Software for the purposes of this Agreement on devices that they own, rent or otherwise control (the "Authorized Device"). Customers may only install and use the Software on the number of devices considered reasonable for the purposes of the Agreement.
 - (b) In the context of this Agreement, the term "use" of the Software denotes downloading the Software to the temporary or permanent memory of the Authorized Device.
 - (c) The installation of the Software on a network server used solely for distributing said Software to other computers is not considered to be a "use" of the Software and is not permitted, even if Customers have a valid license for every Authorized Device on which the Software is installed.
- 1.6. **Copies and modifications.** Customers may not reverse engineer, decompile, disassemble or otherwise translate the Software or any license received, unless this is expressly permitted by law pursuant to sec. 69e of the Copyright Act. Customers may modify or adapt the Software or any license received within the source code files disclosed only.
- 1.7. All copies of the Documentation or Software must contain all the indications of any kind regarding copyrights or proprietary rights that they contained when Customers first received them.
- 1.8. Unless this is expressly permitted under this Agreement, no copies of the Software or Documentation, or parts thereof, may be made.
- 1.9. For every breach of subsection 1.8, Customers must pay as a fixed amount of compensation the sum of € 100,000 (Euro one hundred thousand) per breach, albeit that Customers are entitled to demonstrate and provide evidence of the fact that the actual loss or damage was less than the amount cited and, provided SYNAPTICON is entitled by law to exercise other legal remedies, SYNAPTICON shall continue to reserve such rights.
- 1.10. **Assumption of the Agreement** SYNAPTICON may assign this Agreement without restriction.
- 1.11. **Support and maintenance services; updates; upgrades.** SYNAPTICON does not offer any support and maintenance services under this Agreement. Customers hereby acknowledge the fact that SYNAPTICON is not obliged, either expressly or by implication, to offer and/or make available updates, enhancements, modifications or revisions of or add-ons to the Software and that this Agreement does not grant Customers any rights to the same. SYNAPTICON may offer support and/or maintenance services separately. Where Customers have purchased support and/or maintenance services for SYNAPTICON's software, such services will be made available to Customers under the terms and conditions of the respective service. Any additional software code and/or materials purchased that SYNAPTICON makes available to Customers as part of a support and/or maintenance service is considered to form part of the Software and is subject to the terms of this Agreement. If Customers purchase an upgrade (a new version of the Software) from an unlimited license to a newer version of the unlimited license, their license for the previous unlimited license will continue to operate. If however Customers purchase an upgrade from a perpetual license to a time-limited license, the license for the perpetual license will be cancelled on purchase of the time-limited license.

1.12. **Software-as-a-Service.** Whenever software which is hosted by SYNAPTICON (“Software-as-a-Service“ or “Service“ or the “OBLAC Family of Products“) is used, the following terms and conditions shall apply additionally:

- (a) Customers agree: (1) to protect their passwords, their corresponding devices and their account from unauthorized use; and (2) to be alone responsible for the creation of backup files for all data to which the Service might have access or which might be used by the Service, and that SYNAPTICON shall not be liable for loss or damage relating to any loss of data, incorrect data or damage to data.
- (b) Customers undertake: (1) not to use the Service in any way that might breach legislation or regulations currently in force; (2) not to spread any viruses or other harmful or malicious computer codes via the Service; (c) not to get involved in any act that might disrupt or hinder the Service; (3) not to take part in “Screen Scraping“, “Database Scraping“, “Data Mining“ or other activities designed to download user lists or other information from the Service, nor to use “Web-Bots“ or similar capture and extraction methods.
- (c) SYNAPTICON may suspend Customers’ access to the Service if SYNAPTICON assumes, at its own discretion, that: (1) there is a risk to the security or privacy of Customers’ accounts; (2) there is a threat to the security or integrity of the SYNAPTICON network or Service; (3) if the suspension is required in order to safeguard the rights, property or security of SYNAPTICON, its users and/or the public, or if this is prescribed by law.

2. **Intellectual property and confidentiality.**

- 2.1. **Usage reporting, license breaches and legal remedies.** SYNAPTICON reserves the right, and Customers hereby authorize SYNAPTICON to collect data on the use of the license, including license numbers, IP addresses of Authorized Devices or other applicable device identifiers (including MAC addresses and/or UDID), domain counts and other relevant information, to ensure that the products are being used in accordance with the terms of this Agreement. SYNAPTICON reserves the right to remedy any breach of the terms of this Agreement immediately after its discovery, by arranging for the means of payment used for the originally authorized purchase to be charged with the in each case up-to-date list price for the license used in an unauthorized manner, or to remedy this by some other necessary means, including the remote disabling of the Software. Customers undertake not to block the transmission of data required for compliance with this Agreement electronically or otherwise. Any blocking of data required for compliance with this Agreement is considered to be a breach of this Agreement and shall lead to the immediate termination of this Agreement pursuant to section 4. Customers agree that they shall pay, in each case, the sum of € 100,000 (Euro one hundred thousand) for every breach of this section, albeit that Customers are entitled to demonstrate and provide evidence of the fact that the actual loss or damage was less than the amount cited and, provided SYNAPTICON is entitled by law to exercise other legal remedies, SYNAPTICON shall continue to reserve such rights.

- 2.2. **Expiry of the license.** The Customer's license may include an expiry date if this was so agreed. In this case, the license ends on this expiry date. If no expiry date was agreed, the license ends at the end of the term of this Agreement. SYNAPTICON may, as a service to its Customers, give warnings about the expiry of the license inside an interface in one of the products designated for such purposes, but is not obliged to do so. Customers are obliged to contact SYNAPTICON about any possible expiry of the license that they consider to be unwarranted. SYNAPTICON is not liable for any losses or costs arising in connection with the expiry of licenses.
- 2.3. **Proprietary rights to software and trademarks.** The Software and Documentation owned by SYNAPTICON are protected by copyright laws and other legislation designed to protect intellectual property, as well as international treaties. Apart from the limited, revocable license which is herein expressly granted to Customers, this Agreement does not grant Customers, either implicitly or otherwise, proprietary rights, other rights or claims to the Software or Documentation, or to other intellectual property of SYNAPTICON.
- 2.4. **Assistance in the prevention of unauthorized use.** Customers agree to assist SYNAPTICON in identifying and preventing unauthorized use, duplication or publication of all or part of the Software or Documentation as licensed by Customers.
- 2.5. **Consent to data use.** Customers hereby consent to the collection and use by SYNAPTICON of technical data and related information, including but not limited to technical information on the Customer's device, system and application software and peripheral devices; such data and information are regularly collected to enable software updates, product support and other customer services (if available) to be provided in relation to the Software. SYNAPTICON may use this information for research and development purposes and for other purposes as outlined in this Agreement or as specified to Customers as part of our products and services, and this in order to manage, provide, improve and develop our products, services and technologies or to prevent and/or analyse any fraudulent or inappropriate use of our products, services and technologies.
- 2.6. **Rights of inspection.** Throughout the term of this Agreement and for a period of two (2) years after the termination or expiry of this Agreement, SYNAPTICON may, after notifying Customers in writing, inspect the latter's books, records and computer devices in order to establish Customers' compliance with the Agreement and the payment of any license fees for the Software that might have accrued. Should any such audit reveal an underpayment on the part of Customers of more than five percent (5%) of the license fees to which SYNAPTICON is entitled for the period forming the subject of the inspection, or should it emerge that Customers have breached any term of this Agreement, Customers must, in addition to all other rights and remedial measures that SYNAPTICON has, immediately pay all underpayments and the costs of the inspection to SYNAPTICON.
3. **License fees.** The Software will be available to Customers following receipt of one or more licenses. Upon acceptance of this Agreement, Customers may obtain one or more licenses by paying the relevant license fees or purchasing the electronics that contain the Software. The license fees paid by Customers are paid in consideration of the license granted under this Agreement. Sales of licenses are final and SYNAPTICON does not

under any circumstances reimburse license fees. By accepting this Agreement, Customers fully acknowledge the fact that as soon as the license fee has been paid to SYNAPTICON, Customers shall have no claim to a reimbursement of the fees and/or any portion of the same.

4. **Duration and termination.** This Agreement comes into force once Customers have downloaded, installed, accessed and/or used the Software, even if Customers have not expressly accepted this Agreement. This Agreement shall be valid up until expiry or termination, as provided for herein (the "term"). If no term has been agreed, this Agreement may be terminated by both contracting parties at any time without notice, in writing or in text form. If a term has been agreed, both contracting parties may give 30 days' notice of termination to the end of the term. If no such notice of termination is given, the Agreement shall be extended by a further contractual period the term of which will correspond to the previous term. If the previous term is longer than 24 months, then notwithstanding the preceding sentence, the term shall only be extended by 24 months. Without prejudice to its other rights, SYNAPTICON shall only have the right to terminate this Agreement without notice if customers breach one of the restrictions or other requirements outlined herein, including the payment of any fees that might accrue, and Customers hereby agree that SYNAPTICON may in such a case, in addition to all other legal remedies of any kind under the law or equity, disable the Software. In case of the termination or expiry of the Agreement for any reason, Customers hereby declare that they agree to uninstall the Software and either to return the Software, Documentation, all copies thereof and licenses that Customers have received to SYNAPTICON or to destroy such materials and provide SYNAPTICON with written evidence of this.
5. **Indemnification.** Customers will at their own expense indemnify SYNAPTICON and all its managerial staff, directors and employees against all claims, acts, obligations, losses, damages, judgements, grants, costs and expenses, including reasonable legal expenses (together, "claims") arising from any use of the Package (as hereinafter defined) by Customers, or by parties acting on behalf of Customers, in a manner that is not expressly authorized under this Agreement.
6. **Third party software.** The Software distributed to Customers may contain various software components of third party providers or software services (referred to as "Software from Third Party Providers" and together with the Software, as the "Package"), which are provided under separate terms ("Third Party Terms"). Customers are permitted to use Software from Third Party Providers in conjunction with the Software, provided such use is in keeping with the terms of this Agreement. Customers shall have additional rights, circumstances permitting, to use Software from Third Party Providers under the applicable terms of third parties. Nothing in this Agreement should represent additional restrictions on the use of third party providers' software by Customers in keeping with the terms of third parties. The Software also permits use with certain operating systems and applications of third party providers. SYNAPTICON does not provide Customers with any such third party license and Customers are solely responsible for acquiring all necessary software licenses from the respective providers.

7. **Disclaimer; limitation of liability.**

7.1. **EXCLUSION OF LIABILITY.** APART FROM THE LIMITED WARRANTY EXPRESSLY PROVIDED ABOVE, THE PACKAGE AND DOCUMENTATION ARE LICENSED IN AN "AS IS CONDITION" AND SYNAPTICON EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH AND WITHOUT LIMITATIONS, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, ADHERENCE TO DEADLINES, TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TO THE FULL EXTENT PROVIDED BY LAW. WITHOUT LIMITATION OF THE GENERAL VALIDITY OF THE FOREGOING, SYNAPTICON EXPRESSLY EXCLUDES ALL WARRANTIES OF ANY KIND WHATSOEVER FOR THIRD PARTY PROVIDERS' SOFTWARE AND DOES NOT WARRANT THAT THE PACKAGE WILL MEET CUSTOMERS' REQUIREMENTS, RESPECTIVELY THAT THE FUNCTIONS OF THE PACKAGE WILL NOT BE INTERRUPTED, THAT THEY ARE UP-TO-DATE, 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 THE INFORMATION OR DATA STORED OR TRANSMITTED BY THE PACKAGE WILL NOT BE LOST, DAMAGED OR DESTROYED. CUSTOMERS ASSUME RESPONSIBILITY FOR CHOOSING THE RIGHT PACKAGE TO ACHIEVE THEIR INTENDED OUTCOMES AND FOR THE OUTCOMES THAT THEY ACHIEVE THROUGH THEIR USE OF THE PACKAGE.

7.2. **LIMITATION OF LIABILITY.** IN CASE OF INTENT AND GROSS NEGLIGENCE, SYNAPTICON SHALL BE LIABLE IN ACCORDANCE WITH APPLICABLE LAW. THIS SHALL LIKEWISE APPLY TO DAMAGES TO LIFE, LIMB AND/OR HEALTH, AND TO CLAIMS BASED ON PRODUCT LIABILITY. IN ALL OTHER CASES, SYNAPTICON SHALL ONLY BE LIABLE FOR A CULPABLE BREACH OF CONTRACTUAL OBLIGATIONS, IF SUCH OBLIGATIONS ARE ESSENTIAL TO THE PROPER PERFORMANCE OF THIS AGREEMENT AND CUSTOMERS CONSISTENTLY RELY ON THEM (PRIMARY OBLIGATIONS). THE LIABILITY IS LIMITED IN SUCH CASES TO CONTRACTUALLY TYPICAL AND FORESEEABLE (AS OF THE DATE OF CONCLUSION OF THE AGREEMENT) DAMAGES. IN ALL OTHER CASES, SYNAPTICON'S LIABILITY IS EXCLUDED. TO THE EXTENT THAT SYNAPTICON'S LIABILITY IN RELATION TO THE ABOVE IS EXCLUDED OR LIMITED, SUCH AN EXCLUSION AND SAID LIABILITY SHALL EQUALLY APPLY TO THE LIABILITY OF EMPLOYEES, REPRESENTATIVES AND AGENCIES OF SYNAPTICON.

7.3. **CONTRIBUTORY NEGLIGENCE.** SYNAPTICON EXPRESSLY RESERVES THE RIGHT TO CLAIM COMPENSATION IN THE EVENT OF CONTRIBUTORY NEGLIGENCE. CUSTOMERS ARE AWARE OF THE FACT THAT AS PART OF THEIR DUTIES OF CARE, CUSTOMERS ARE RESPONSIBLE FOR ENSURING THAT THE SOFTWARE IS CAPABLE OF BEING USED WITH OTHER SOFTWARE ALREADY INSTALLED ON CUSTOMERS' DEVICES, AND THAT PRIOR TO THE INSTALLATION OF THE SOFTWARE AND DURING ITS OPERATION, THEY MUST

STORE DATA PROPERLY AND TAKE ALL OTHER SUITABLE SECURITY MEASURES.

8. **General conditions**

- 8.1. **Feedback.** Whenever Customers have ideas, feedback, suggestions, materials, information, opinions or other feedback (“Feedback“) for SYNAPTICON, then irrespective of any accompanying communication, SYNAPTICON is not obliged to check, take into consideration or implement Customers’ feedback.
- 8.2. **Applicable law and jurisdiction.** This Agreement is subject to the law of the Federal Republic of Germany and will be interpreted in accordance with this law, irrespective of any objections under other laws. Where Customers are not consumers, all claims or disputes arising under this Agreement shall be resolved before the courts in Stuttgart (Germany). This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.
- 8.3. **Safeguarding clause.** Should in a given situation any term and/or condition of this Agreement be found by a judicial or administrative authority to be null and void or unenforceable, this finding shall not affect the validity or enforceability of the remaining terms and conditions of this legislation or the validity or enforceability of the clause complained of or deployment in any other situation. The parties shall agree on a valid term that comes closest to what they originally intended.
- 8.4. **Survival.** Articles 2, 5, 7 and 8 of this Agreement, together with all their subsections, shall continue to be in effect beyond the termination or expiry of this Agreement, irrespective of the reason for the termination or expiry, and shall remain valid and binding.
- 8.5. **Headings.** The article and section headings in this Agreement serve for reference purposes only and do not affect the meaning or interpretation of this Agreement.
- 8.6. **No waiver.** The failure of any party to enforce the rights granted hereunder or to take action against the other party in case of any breach shall not be considered to be a waiver by the contracting party of its right to enforce rights subsequently or to take action at a later stage in case of any future breaches.
- 8.7. **Amendments.** SYNAPTICON is entitled to amend this Agreement, provided the amendments are reasonable for Customers. Customers will be notified of amendments in good time in writing, by email or through other suitable channels. The amendments shall be considered to have been approved and, upon coming into force, binding with regard to an existing contractual relationship, if Customers do not object either in writing or by email. This consequence will be particularly pointed out to Customers when notifying amendments by the provider. Customers' objections must be sent to the provider within one month of notification of the amendments.
- 8.8. **Taxes.** Customers must pay, in addition to the license fees required under this Agreement, all applicable sales, usage, transfer or other taxes and levies, regardless of whether this concerns national, public or local taxation, arising as part of the transaction under this Agreement, with the exclusion of the income tax on SYNAPTICON’s net profit.

Customers are obliged to refund SYNAPTICON with the amount of such taxes or levies that SYNAPTICON has paid directly in consequence of this transaction and/or that SYNAPTICON has incurred as the result of this transaction, and Customers hereby consent to SYNAPTICON charging such refundable taxes to the method of payment that Customers used for the initial payment.

- 8.9. **Export control.** Customers may not export, re-export, import, sell or assign the software unless this is permitted by German law and other applicable legislation and provisions. Customers hereby warrant and guarantee that they are not based in a country which is subject to a UN embargo. Customers further acknowledge the fact that the Software may be subject to other German and foreign legislation and provisions governing the export of software via physical and electronic channels. Customers undertake to comply with all applicable German and foreign legislation and to respect any end user, end use and place of destination restrictions imposed by German and/or foreign governments. Customers also agree that they will not use the Software for purposes that are prohibited under German law, including but not limited to the development, construction, manufacture or production of nuclear weapons or chemical and biological weapons.
- 8.10. **Authoritative language.** Every translation of this Agreement is done for local needs and in case of any discrepancy between the English and any non-English version, the English version of this Agreement shall apply.
- 8.11. **Note regarding trademarks.** The SYNAPTICON logo, SYNAPTICON, SOMANET and OBLAC are registered trademarks of SYNAPTICON GmbH in the European Union, in the USA, in the People's Republic of China and/or other countries. All other trademarks referred to in the Software or Documentation are the property of their respective owner.
- 8.12. **Contact details.** Customers may contact SYNAPTICON for further information on the Software, other SYNAPTICON products and services by writing to SYNAPTICON GmbH, Daimlerstraße 26, 71101 Schönaich, Germany or by visiting our website at: www.SYNAPTICON.com.