End User License Agreement

For countries in Americas see Agreement with Bosch Security Systems, Inc.

For all other countries see Agreement with Bosch Security Systems, B.V.

You accept the Agreement valid for your region.

Bosch Sicherheitssysteme GmbH

End User Software License Agreement

Bosch Security Systems B.V. ("Bosch") licenses this software and all associated documentation (the "Software") for nonexclusive use by the end user (herein called "Licensee"). Licensee has read this End User Software License Agreement (the "License") and agrees to abide by the terms and conditions of this License. By using the Software you, Licensee, accepts and agrees that Licensee will abide by, and are legally bound by, the terms of this License. If Licensee does not agree to abide by the terms of this License, Licensee shall immediately return the Software to Bosch. Licensee's use of the Software is subject to the following terms and conditions:

- 1. License. Under the terms of this nonexclusive, nontransferable (except as specifically permitted herein) License:
- 1.1 Licensee may use a machine-readable form of the Software on a single computer or a single server at a time and only for the operation of Bosch products.
- 1.2 Licensee may not modify, translate, create derivative works, decompile, disassemble, or reverse engineer the Software, except to the extent as permitted under applicable law, but in such case only for the purpose to enable interoperability of the Software with other systems.
- 1.3 Licensee may not sublicense, lease, or otherwise rent the Software without Bosch's prior written consent.
- 1.4 Licensee may make one copy of the Software solely for backup or archival purposes, provided such copy contains the original Software proprietary notice. No other copying of the Software is permitted.
- 1.5 This License will terminate automatically if Licensee fails at any time to comply with any of its terms or conditions.
- 1.6 Licensee may terminate this License at any time by returning the Software to Bosch and complying with the terms of Section 1.7 below.
- 1.7 Upon any termination of this License, Licensee shall immediately destroy the Software or return it to Bosch along with any copies Licensee has made, and delete any installed copy from Licensee's

hardware. After termination of this License, Bosch will not provide any further support for the Software.

- 2. Transfer of Ownership. Licensee may transfer this Agreement and the License granted hereunder to another party only if Licensee:
- 2.1 also transfers the License, the Software, all accompanying documentation, and (by sale or lease) ownership of the associated Bosch hardware, if applicable,

- 2.2 requires the other party to abide by the terms of this License, and
- 2.3 destroys all copies of the Software, documentation and updates thereto that Licensee does not transfer to the other party.
- 3. Ownership and Propriety Rights. Although the diskette/media containing the Software is Licensee's, the Software is owned and copyrighted by Bosch and/or its suppliers. Except for the rights expressly granted herein, Bosch and its suppliers retain all rights to the Software, including, without limitation, the title to all copyright, patent, trade secret, and other intellectual and proprietary rights therein, and any copies thereof, in whole or in part, all of which are the valuable property of Bosch and/or its suppliers. Licensee may not remove, change, or delete the copyright notice from the Software. If Licensee makes any copies of the Software in whole or in part, all such copies shall contain the same copyright and proprietary markings as appear on or in the original Software copy, including diskette markings. Licensee will instruct its employees and others having access to the Software in, and ensure their compliance with the terms of, this License. Licensee shall use its best efforts to prevent any unauthorized copying of the Software. Licensee shall be responsible for any breach of any provision of this License by Licensee's employees. Licensee shall not sell, transfer, publish, disclose, or otherwise make available, the whole or any part of the Software, or any copies thereof, to any third party or persons not permitted by the terms of, and pursuant to the terms contained in this License. Licensee is not in violation of this Agreement, including this section, when a third party views the functional output resulting from Licensee's use of the Software.
- 4. Use of the Sample Code provided within the Software Development Kits (SDK) of the Bosch Video Management System, the Building Integration System or the Access Professional Edition:

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files, to deal with the Sample Code provided within the Software Development Kit (SDK) included in the Software without restriction, including the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

THE SAMPLE CODE OF THE SOFTWARE DEVELOPMENT KIT IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

- 5. Taxes. Licensee must pay all taxes that may now or hereafter be imposed, levied, or assessed, with respect to the possession or use of the Software or this License. Licensee shall file all reports required in connection with such taxes.
- 6. Taxes. The Licensee Fees for the Software is exclusive of all applicable federal, state, provincial and local taxes including, without limitation, sales, use, property, value added, goods and services, excise, and similar taxes, and all such taxes shall be assumed and paid by Licensee, excluding taxes on Bosch's net income. In the event that Bosch determines that any such taxes are subject to

withholding requirements, Bosch may bill Licensee for such taxes, and Licensee shall promptly pay the amount billed. If any such tax for which Licensee is responsible hereunder is paid by Bosch, Licensee agrees to promptly reimburse Bosch therefore.

- 7. Warranty, Limitation of Liability, Remedies. THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND INCLUDING WARRANTIES THAT THE SOFTWARE IS ERROR FREE OR WILL RUN UNINTERRUPTED. OR WARRANTIES OF MERCHANTABILITY. FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT. NEITHER BOSCH NOR ITS SUPPLIERS SHALL BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF DATA, LOSS OF PROGRAMMING AND/OR PRODUCTION MATERIALS, DAMAGE TO BUSINESS REPUTATION, OR FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER UNDER THIS AGREEMENT OR OTHERWISE, OR FOR ANY CLAIM BY ANY OTHER PARTY. Bosch does not warrant the functions provided by the Software. However, Bosch warrants the diskette or other media on which the Software is furnished to be free from defects in materials and workmanship, under normal use, for a period of 90 days from the date of original purchase. Bosch's entire liability to Licensee, and Licensee's exclusive remedy, shall be the replacement of the diskette or other media not meeting Bosch's warranty, provided Licensee return the defective diskette or other media to Bosch. The replacement will be warranted for the remainder of the term of the original warranty, or 30 days, whichever is longer. Licensee is solely responsible for the selection of the Software to achieve Licensee's intended results, and for the installation, use, and results obtained from the Software. Without limiting the generality of the foregoing, in no event shall Bosch be liable for any indirect, incidental, special or consequential damages including, but not limited to, lost business, lost profits and other economic damages, whether foreseeable or not, even if advised of the possibility of such damages.
- 8. Export Control Laws.
- 8.1 Bosch's responsibility for delivery is limited to the delivery of the Software to Licensee. Bosch will not be responsible for obtaining any export licenses or re-export licenses which may be required for any subsequent shipping of the Software to destinations determined by Licensee.
- 8.2 In the event that Licensee, or any subsequent party handling the Software after delivery by Bosch to Licensee, does export the Software then, as between Bosch and Licensee:
- 8.2.1 Licensee shall be solely responsible for compliance with all applicable laws and regulations relating to such export including, but not limited to (a) export licenses or license exceptions, (b) determining correct classification at the time of export; and (c) any other regulatory agency approval requirements; and
- 8.2.2 Any diversion of the Software contrary to applicable law (including but not limited to U.S. law and the law of the jurisdiction in which Licensee is located) by Licensee or any such subsequent party is prohibited, and Licensee shall be solely responsible for any diversion which is contrary to applicable law.
- 8.2.3 Bosch may notify Licensee of any export issues identified by Bosch including, but not limited to, any export license requirements. Upon any such notification, the parties shall cooperate in good faith to achieve compliance with applicable laws and regulation relating to exports.
- 9. Term and Transfer. Licensee may terminate this License at any time by returning the Software to Bosch, or destroying the Software and all, together with all copies, in any form. Bosch may terminate this License if Licensee fails to comply with its terms and conditions in any material respect. Upon any termination, Licensee may not use the Software and must return or destroy all whole and partial copies thereof. After termination, Bosch will not further support the Software.
- 10. However for Open Source Software contained in this product the particular OSS license conditions have priority over the conditions of this EULA.

- 11. Governing Law. This Agreement shall be construed according to the laws of Switzerland. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply. Any dispute will be subject to arbitration under the rules of the ICC and shall take place in Zurich, Switzerland.
- 12. Entire Agreement. This Agreement, any Bosch Standard Terms and Conditions as applicable from time to time, as well as all exhibits, schedules or appendices hereto, constitutes the complete and exclusive statement of the terms hereof and supersedes all prior oral and written statements of any kind made by the parties or their representatives with respect to the subject matter hereof. Any Customer purchase order or similar document issued by Customer shall not be part of this Agreement and shall not add to or modify any of the terms hereof. This Agreement may only be changed or supplemented by a written amendment signed by authorized representatives of the parties.

Copyright 2019 Bosch Security Systems B.V. All rights reserved. | Updated 25 July 2019 | Data subject to change without notice.

Bosch Security Systems, Inc.

End User Software License Agreement

Bosch Security Systems, Inc. ("Bosch") licenses this software and all associated documentation (the "Software") for nonexclusive use by the end user (herein called "Licensee"). Licensee has read this End User Software License Agreement (the "License") and agrees to abide by the terms and conditions of this License. By using the Software you, Licensee, accepts and agrees that Licensee will abide by, and are legally bound by, the terms of this License. If Licensee does not agree to abide by the terms of this License, Licensee shall immediately return the Software to Bosch. Licensee's use of the Software is subject to the following terms and conditions:

- 1. License. Under the terms of this nonexclusive, nontransferable (except as specifically permitted herein) License:
- 1.1 Licensee may use a machine-readable form of the Software on a single computer or a single server at a time and only for the operation of Bosch products.
- 1.2 Licensee may not modify, translate, create derivative works, decompile, disassemble, or reverse engineer the Software, except to the extent as permitted under applicable law, but in such case only for the purpose to enable interoperability of the Software with other systems.
- 1.3 Licensee may not sublicense, lease, or otherwise rent the Software without Bosch's prior written consent.
- 1.4 Licensee may make one copy of the Software solely for backup or archival purposes, provided such copy contains the original Software proprietary notice. No other copying of the Software is permitted.
- 1.5 This License will terminate automatically if Licensee fails at any time to comply with any of its terms or conditions.
- 1.6 Licensee may terminate this License at any time by returning the Software to Bosch and complying with the terms of Section 1.7 below.

- 1.7 Upon any termination of this License, Licensee shall immediately destroy the Software or return it to Bosch along with any copies Licensee has made, and delete any installed copy from Licensee's hardware. After termination of this License, Bosch will not provide any further support for the Software.
- 2. Transfer of Ownership. Licensee may transfer this Agreement and the License granted hereunder to another party only if Licensee:
- 2.1 also transfers the License, the Software, all accompanying documentation, and (by sale or lease) ownership of the associated Bosch hardware, if applicable,
- 2.2 requires the other party to abide by the terms of this License, and
- 2.3 destroys all copies of the Software, documentation and updates thereto that Licensee does not transfer to the other party.
- 3. Ownership and Propriety Rights. Although the diskette/media containing the Software is Licensee's, the Software is owned and copyrighted by Bosch and/or its suppliers. Except for the rights expressly granted herein, Bosch and its suppliers retain all rights to the Software, including, without limitation, the title to all copyright, patent, trade secret, and other intellectual and proprietary rights therein, and any copies thereof, in whole or in part, all of which are the valuable property of Bosch and/or its suppliers. Licensee may not remove, change, or delete the copyright notice from the Software. If Licensee makes any copies of the Software in whole or in part, all such copies shall contain the same copyright and proprietary markings as appear on or in the original Software copy, including diskette markings. Licensee will instruct its employees and others having access to the Software in, and ensure their compliance with the terms of, this License. Licensee shall use its best efforts to prevent any unauthorized copying of the Software. Licensee shall be responsible for any breach of any provision of this License by Licensee's employees. Licensee shall not sell, transfer, publish, disclose, or otherwise make available, the whole or any part of the Software, or any copies thereof, to any third party or persons not permitted by the terms of, and pursuant to the terms contained in this License. Licensee is not in violation of this Agreement, including this section, when a third party views the functional output resulting from Licensee's use of the Software.
- 4. Use of the Sample Code provided within the Software Development Kits (SDK) of the Bosch Video Management System, the Building Integration System or the Access Professional Edition:

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files, to deal with the Sample Code provided within the Software Development Kit (SDK) included in the Software without restriction, including the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

THE SAMPLE CODE OF THE SOFTWARE DEVELOPMENT KIT IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

- 5. Taxes. Licensee must pay all taxes that may now or hereafter be imposed, levied, or assessed, with respect to the possession or use of the Software or this License. Licensee shall file all reports required in connection with such taxes.
- 6. Taxes. The Licensee Fees for the Software is exclusive of all applicable federal, state, provincial and local taxes including, without limitation, sales, use, property, value added, goods and services, excise, and similar taxes, and all such taxes shall be assumed and paid by Licensee, excluding taxes on Bosch's net income. In the event that Bosch determines that any such taxes are subject to withholding requirements, Bosch may bill Licensee for such taxes, and Licensee shall promptly pay the amount billed. If any such tax for which Licensee is responsible hereunder is paid by Bosch, Licensee agrees to promptly reimburse Bosch therefore.
- 7. Warranty, Limitation of Liability, Remedies. THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND INCLUDING WARRANTIES THAT THE SOFTWARE IS ERROR FREE OR WILL RUN UNINTERRUPTED, OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT. NEITHER BOSCH NOR ITS SUPPLIERS SHALL BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF DATA, LOSS OF PROGRAMMING AND/OR PRODUCTION MATERIALS, DAMAGE TO BUSINESS REPUTATION, OR FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER UNDER THIS AGREEMENT OR OTHERWISE, OR FOR ANY CLAIM BY ANY OTHER PARTY. Bosch does not warrant the functions provided by the Software. However, Bosch warrants the diskette or other media on which the Software is furnished to be free from defects in materials and workmanship, under normal use, for a period of 90 days from the date of original purchase. Bosch's entire liability to Licensee, and Licensee's exclusive remedy, shall be the replacement of the diskette or other media not meeting Bosch's warranty, provided Licensee return the defective diskette or other media to Bosch. The replacement will be warranted for the remainder of the term of the original warranty, or 30 days, whichever is longer. Licensee is solely responsible for the selection of the Software to achieve Licensee's intended results, and for the installation, use, and results obtained from the Software. Without limiting the generality of the foregoing, in no event shall Bosch be liable for any indirect, incidental, special or consequential damages including, but not limited to, lost business, lost profits and other economic damages, whether foreseeable or not, even if advised of the possibility of such damages.
- 8. U.S. Government Restricted Rights. The Software is provided with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 252.227-7013, Federal Acquisition Regulation clause 52.227-19 (c) (2) Commercial Computer Software Restricted Rights, NASA clause 52.227.86 (d) Commercial Computer Software Licensing, or their successor.
- 9. Export Control Laws.
- 9.1 Bosch's responsibility for delivery is limited to the delivery of the Software to Licensee. Bosch will not be responsible for obtaining any export licenses or re-export licenses which may be required for any subsequent shipping of the Software to destinations determined by Licensee.
- 9.2 In the event that Licensee, or any subsequent party handling the Software after delivery by Bosch to Licensee, does export the Software then, as between Bosch and Licensee:
- 9.2.1 Licensee shall be solely responsible for compliance with all applicable laws and regulations relating to such export including, but not limited to (a) export licenses or license exceptions, (b)

determining correct classification at the time of export; and (c) any other regulatory agency approval requirements; and

- 9.2.2 any diversion of the Software contrary to applicable law (including but not limited to U.S. law and the law of the jurisdiction in which Licensee is located) by Licensee or any such subsequent party is prohibited, and Licensee shall be solely responsible for any diversion which is contrary to applicable law.
- 9.2.3 Bosch may notify Licensee of any export issues identified by Bosch including, but not limited to, any export license requirements. Upon any such notification, the parties shall cooperate in good faith to achieve compliance with applicable laws and regulation relating to exports.
- 10. However for Open Source Software contained in this product the particular OSS license conditions have priority over the conditions of this EULA.
- 11. Term and Transfer. Licensee may terminate this License at any time by returning the Software to Bosch, or destroying the Software and all, together with all copies, in any form. Bosch may terminate this Licensee if Licensee fails to comply with its terms and conditions in any material respect. Upon any termination, Licensee may not use the Software and must return or destroy all whole and partial copies thereof. After termination, Bosch will not further support the Software.
- 12. Governing Law. This Agreement shall be construed according to the laws of the State of New York and the U.S. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply. Any dispute will be subject to arbitration under the rules of the American Arbitration Association and shall take place in the Metropolitan area of Rochester, New York, U.S.A.
- 13. Entire Agreement. This Agreement, any Bosch Standard Terms and Conditions as applicable from time to time, as well as all exhibits, schedules or appendices hereto, constitutes the complete and exclusive statement of the terms hereof and supersedes all prior oral and written statements of any kind made by the parties or their representatives with respect to the subject matter hereof. Any Customer purchase order or similar document issued by Customer shall not be part of this Agreement and shall not add to or modify any of the terms hereof. This Agreement may only be changed or supplemented by a written amendment signed by authorized representatives of the parties.

Copyright 2019 Bosch Security Systems, Inc. All rights reserved. | Updated 25 July 2019 | Data subject to change without notice.

Bosch Security Systems B.V.
Torenallee 49
5617 BA Eindhoven
Netherlands
www.boschsecurity.com
© Bosch Security Systems B.V., 2019