



END USER LICENSE AGREEMENT FOR THE USE OF VISEVI ROBOTICS SOFTWARE

Visevi Robotics GmbH

Date: 2019-07-08

IMPORTANT – READ CAREFULLY: This End User License Agreement (“EULA”) is a legal agreement between you (either an individual or a single entity – “You” or “the Licensee”) and Visevi Robotics GmbH, with its business seat in Munich, registered under HRB 249194, AG Munich (“Visevi Robotics”) for the use of Visevi Robotics Software.

ASSUMING YOU HAVE PURCHASED OR SUBSCRIBED TO A HARDWARE PRODUCT, WHICH CONTAINS THE SOFTWARE, OR THE STANDALONE SOFTWARE LICENSE OR A SUBSCRIPTION TO THE SOFTWARE (“SOFTWARE”), FROM VISEVI ROBOTICS OR A VISEVI ROBOTICS AUTHORIZED PARTNER, CLICKING ON THE ‘I ACCEPT BUTTON’, DOWNLOADING, INSTALLING, ACCESSING OR USING VISEVI ROBOTICS SOFTWARE CONSTITUTES THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT AND ACCEPT IT, AND THAT YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IN ANY EVENT VISEVI ROBOTICS DOES NOT REQUIRE YOUR DECLARATION OF ACCEPTANCE TO BE RECEIVED AT ITS PREMISES. VISEVI ROBOTICS IS WILLING TO LICENSE, AND NOT SELL THIS SOFTWARE TO YOU ONLY UPON THE CONDITION THAT YOU PURCHASED THE SOFTWARE FROM A VISEVI ROBOTICS AUTHORIZED PARTNER OR FROM VISEVI ROBOTICS AND THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS END USER LICENSE AGREEMENT ACCOMPANYING THE PRODUCT AND/OR AVAILABLE AT THE TIME OF YOUR ORDER (COLLECTIVELY, THE “AGREEMENT”). IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT, THEN VISEVI ROBOTICS IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND YOU SHOULD CLICK THE “I DO NOT ACCEPT” BUTTON, TERMINATE THE DOWNLOAD AND/OR INSTALLATION PROCESS, IMMEDIATELY CEASE AND REFRAIN FROM ACCESSING OR USING THE SOFTWARE, AND DELETE ANY COPIES YOU MAY HAVE. YOU MAY RETURN THE ENTIRE HARDWARE PRODUCT AND SOFTWARE AND WRITTEN MATERIALS (INCLUDING ANY USB, HARD DRIVE PACKAGE, AND ANY WRITTEN MATERIALS).

If this Agreement is translated into a language other than English and there is a conflict of terms between the English and the other language, the English version will prevail. The Licensee should keep a copy of this EULA for his records. Visevi Robotics reserves the right, in its sole discretion, to make reasonable

amendments to this Agreement from time to time provided that disputes arising hereunder will be resolved in accordance with the Terms of the Agreement in effect at the time the dispute arose. Visevi Robotics will inform the Licensee after each amendment in due way and the Licensee should review the published Agreement from time to time to become aware of changes. Material changes to these terms will be effective upon the Licensee's first use of the Software with actual knowledge of such change. The Licensee's use of the Software after the amended Agreement becomes effective constitutes the Licensee's acceptance of the amended Agreement. If the Licensee does not accept amendments made to this Agreement, then this license will be immediately terminated pursuant to the section Termination.

I. DEFINITIONS.

1. "**Automatic Renewal**" means a feature that provides for renewal of a license at the end of a license Term without the need of further notification.
2. "**Licensee**" means the Licensee, or the company, organization, or entity the Licensee represent as his authorized legal representative.
3. "**Data**" means electronic data recorded or manipulated by the Hard- and Software and stored as part of the Visevi Robotics Product or Visevi Robotics Service.
4. "**To Decompile**" means to reverse engineer, decompile, or disassemble the Software for the purpose of achieving interoperability with other computer programs according to section 69 e UrhG.
5. "**Device**" or "**Node**" means one single computer, optionally including a GPU.
6. "**Documentation**" means written information (whether contained in user or technical manuals, training materials, specifications or otherwise) pertaining to the Software and made available by Visevi Robotics with the Software in any manner (including on USB, hard drive, or via online access).
7. "**Entrepreneur**" means any natural person, legal entity or partnership, having legal capacity that is not engaged in personal or familial usage in ordering or receiving Software of Visevi Robotics while performing its commercial or independent professional or other work.
8. "**External User**" means any individual (not an organization) using the Visevi Robotics Software who is not: (i) one of the Licensee's full-time, part-time or temporary

employees; or (ii) any temporary personnel or an independent contractor on assignment at the Licensee's place of business or work-site.

9. "**Fee**" means the subscription price or the license fee paid for Software to Visevi Robotics.
10. "**Visevi Robotics Product**" means one of Visevi Robotics's research/lab prototypes or proprietary products including the related marketing materials, Documentation, EULAs, and other supplemental materials.
11. "**Visevi Robotics Service**" means services to be performed by Visevi Robotics staff.
12. "**On Premise Installation**" means use of the Software in object code by installing one instance of the Software on one Device.
13. "**Research (Lab) Use**" means use of the Software in object code form via On Premise Installation, solely for internal research in a laboratory environment purposes.
14. "**Software**" means Visevi Robotics software, and associated documentation that accompanies this EULA, which includes the associated media and Visevi Robotics internet- based services.
15. "**Term**" means the term of the license obtained by the Licensee for Research (Lab) Use.
16. "**Time Clocks**" means any time clocks, copy-protection mechanisms, or other security devices embedded in the Software which may deactivate the Software after expiration of any applicable subscription or license Term. Time Clocks may require Internet connection and transfer transmission of data captured to Visevi Robotics.
17. "**Upgrades**" of the Software means any modifications, enhancements, revisions thereto. Classification of such modification as an Upgrade is at Visevi Robotics's sole discretion.
18. "**User**" or "**End User**" means any individual or entity logging in on a Node and using the Software that is not an External User.
19. "**Volume**" means the volume of Users allowed by the license obtained by the Licensee for Research (Lab) Use.
20. "**Volume Checking**" means any code, copy-protection mechanisms, or other security mechanisms embedded in the Software which may deactivate the Software after the Volume is used up. Volume Checking may require Internet connection and transfer transmission of Data captured to Visevi Robotics.

II. LICENSING TERMS & CONDITIONS

1. DECOMPILATION.

Nothing in this EULA shall limit the Licensee's right according to sections 69 c no. 3, 69 d para. 2 and 3 and 69 e of the German Copyright Act (UrhG). If the Licensee wants to Decompile the Software, the Licensee shall contact Visevi Robotics before doing so and request the provision of the respective information necessary for the achievement of such Decompile. If Visevi Robotics supplies such information without undue delay, the Licensee shall be allowed to Decompile the Software.

2. GRANT OF LICENSE.

As and for so long as the Licensee complies with all of the terms of this EULA, Visevi Robotics grants the Licensee the non-exclusive license to (a) install and use one copy of the Software for Research (Lab) Use limited to the Term and Volume as agreed upon and (b) use the Documentation that accompanies the Software for internal, non-commercial reference purposes only.

This granted license does not include any exploitation rights, in particular but not limited any right of reproduction (section 16 UrhG), right of distribution (section 17 UrhG), right of exhibition (section 18 UrhG), right of recitation, performance, and presentation (section 19 UrhG), right of making works available to the public (section 19a UrhG), right of broadcasting (section 20 UrhG) or any right of adaptations and transformations (section 23 UrhG).

3. RESERVED RIGHTS.

The Licensee acknowledges and agrees that the Software is a proprietary product of Visevi Robotics protected by copyright and other applicable intellectual property laws and treaty provisions. The Licensee further acknowledges and agrees that the entire right, title, and interest in and to the Software including associated intellectual property rights, shall remain with Visevi Robotics. Visevi Robotics retains all rights not expressly granted to the Licensee in this EULA.

THE SOFTWARE IS LICENSED. THE AUTHORSHIP IS NOT TRANSFERRED.

4. Free Trial

If Visevi Robotics offers a free trial, the Licensee may test the software for free for the first 30 days after installation.

5. REGISTRATION.

The Licensee acknowledges that registration or activation may be required in order for the Licensee to utilize the full benefits of the Software. If the Licensee is not registered as the End User, the Licensee has no license to use the software and the limited warranty in this End User License Agreement does not apply.

6. NO RENTAL OR COMMERCIAL HOSTING.

The Software is licensed for Research (Lab) Use only. The Licensee may only rent, lease, lend, or provide commercial hosting services with the Software upon Visevi Robotics's prior written consent.

7. DATA CAPTURE AND USE.

The Licensee agrees that Visevi Robotics may collect and utilize technical information gathered as part of the Software support services and licensing model that may be provided to the Licensee. Data captured in this form will only be used for Volume Checking, Time Clocks, and to improve Visevi Robotics Products and/or provide customized services to the Licensee and will not be disclosed or disseminated to third parties except in an anonymized form.

Visevi Robotics requires full remote access (e.g. via SSH) to the customer's device for certain service and maintenance tasks. The customer must provide internet access on the device.

8. ARCHIVAL OR BACKUP COPY, BACKUP OF DATA.

- 8.1. The Licensee may make a reasonable number of backup copies of the Software, provided the Licensee's backup copies are not installed or used for other than archival purposes.
- 8.2. The setup of a functional hardware and software environment for the Software shall be solely in the Licensee's responsibility. The same shall apply

to regular data backup.

9. NO CONCURRENT USE.

A license for the Software may not be shared or used concurrently on different Devices.

10. RESTRICTIONS ON CERTAIN SOFTWARE.

Software identified as research, prototype, lab use, demo, evaluation, and Beta versions may not be sold, bartered, or otherwise transferred. Such Software may not be used for any purpose other than the Licensee's research, testing or evaluation unless specified otherwise pursuant to a separate agreement signed by both the Licensee and Visevi Robotics.

11. TIME CLOCKS, VOLUME CHECKS.

- 11.1. Visevi Robotics's default licensing is non-perpetual with a specified Term for the Software licensed. If the Licensee has licensed the Software subject to this EULA for a Term shorter than a perpetual license, the Licensee acknowledges that the Software may be delivered to the Licensee with embedded Time Clocks. The Licensee agrees that Time Clocks are not considered a defect of the Software and the Licensee releases Visevi Robotics from any and all claims, however characterized, arising from or related to Time Clocks or their operation.
- 11.2. Visevi Robotics's default licensing is Volume limited. If the Licensee has licensed the Software subject to this EULA for a certain Volume, the Licensee acknowledges that the Software may be delivered to the Licensee with embedded mechanisms for Volume Checking. The Licensee agrees that Volume Checking is not considered a defect of the Software and the Licensee releases Visevi Robotics from any and all claims, however characterized, arising from or related to Volume Checking or its operation.
- 11.3. The Licensee agrees that Visevi Robotics retrieves information regarding the Licensee's Research (Lab) Use by Volume Checking and Time Clocks, as this is an essential part of the license Fee and limitation of the Licensee's license.

12. TRANSFER.

- 12.1. Internal: the Licensee may transfer the Software and the EULA to a different Device at the same Site, provided the Licensee completely removes the Software from all prior Devices. In order to accomplish these transfers the Licensee may need to contact Visevi Robotics.
- 12.2. External: the Licensee may not transfer the Software and license granted under this EULA to a third party without Visevi Robotics's prior written consent. If such consent is obtained, the Licensee may permanently transfer the Software and the license granted under this EULA to such third party provided the Licensee does not retain any copies. The recipient of such transfer must agree to all terms and conditions of the EULA. Any purported sublicense, assignment, transfer, or encumbrance is void without Visevi Robotics's prior consent.

13. UPGRADES.

The Licensee may not use any Software identified as an Upgrade unless the Licensee is properly licensed to use Software which Visevi Robotics has identified as being eligible for an Upgrade. After installing an Upgrade, the Licensee may use the original Software product that was eligible for an Upgrade provided that at any one time the Licensee uses only the upgraded Software or the prior Software version subject to the Upgrade.

14. NO EXTENSION OF CAPABILITIES.

The Licensee may develop his own applications that interoperate or integrate with the Software. Visevi Robotics prices its Software, among other factors, based on capabilities that we expose to the Licensee. The Licensee may not extend the Software to enable or unlock capabilities of the Software not specifically identified by Visevi Robotics as forming part of the specified End User functionality.

15. TERMINATION.

If the Licensee breaches the terms and conditions of this EULA, Visevi Robotics may terminate this EULA without prejudicing any of its other rights. In such event the Licensee must destroy and remove all copies of the Software from the Licensee's Device(s). Sections 1, 4, 12, 16, 17, 18, 19, 20, 21, and 22 specifically survive termination.

16. LIMITED WARRANTY.

- 16.1. Unless expressly agreed otherwise, the Software provided by Visevi Robotics was developed in research environments in the modern field of computer vision and thus cannot represent comparable quality to industrial software applications. Visevi Robotics does not warrant that the Software under the agreement will be fit for purposes beyond the fulfillment of Visevi Robotics's obligations under the agreement.
- 16.2. The Licensee is advised that based on the current state of the art technology program errors cannot be excluded with complete certainty in spite of exercising greatest conscientious care and diligence. The Parties acknowledge that Visevi Robotics Products are inherently complex and may not be completely free of errors. The following errors are excluded from Visevi Robotics's warranty: (a) insignificant defects, including but not limited to errors that can be easily corrected and will not show up as a performance defect and (b) defects discovered in any Visevi Robotics Product that has been modified, altered, or enhanced by anyone other than Visevi Robotics itself.
- 16.3. If the Licensee is an Entrepreneur and Visevi Robotics has provided the Licensee with the Software against payment and in perpetuity, defects in the provided Software shall be rectified by Visevi Robotics as follows, provided the Licensee has notified Visevi Robotics of the respective defect in accordance with section 377 German Commercial Code (HGB):
- Notified defects shall be rectified by Visevi Robotics choice through elimination of the defect ("**repair**") or provision of a defect-free Software ("**substitute delivery**"). Costs for such rectification shall be borne by Visevi Robotics.
 - If the defects in the Software cannot be rectified within a reasonable period or if repair and substitute delivery can be deemed to have failed for other reasons, then the Licensee may, at his choice, reduce the Fee or - if the defects are not immaterial rescind the agreement.
 - Any damage claims by the Licensee or claims for expenses incurred in vain ("**Ersatz vergeblicher Aufwendungen**") that arise from such defects shall

be governed exclusively by section 18.

- 16.4. If Visevi Robotics has provided the Licensee with the Software against payment but for a limited Term, defects in the Software, shall be rectified by Visevi Robotics within a reasonable period after notification of the defect. The rectification of defects shall be effected, at Visevi Robotics's choice, by way of repair or substitute delivery free of charge. The Licensee's right to reduce the Fee for the time the defect persists remains unaffected. The Licensee is only entitled to an extraordinary termination of the agreement due to the failure to grant use in accordance with the agreement if Visevi Robotics has been given sufficient opportunity to rectify the defect and such attempt has failed.
- 16.5. It shall be assumed that the repair or substitute delivery has failed only if Visevi Robotics has been given sufficient opportunity to effect a repair or substitute delivery without achieving the desired result or if the repair or substitute delivery was unjustifiably refused by Visevi Robotics. If rectification of a defect in the form of repair or subsequent delivery is only possible for Visevi Robotics at unreasonable expenses, Visevi Robotics may refuse to rectify the defect and refer the Licensee to his right to rescind or terminate the Agreement.
- 16.6. In no event shall the Licensee be entitled to demand the source code for the Software in regard to any defects.
- 16.7. The Licensee shall notify Visevi Robotics without undue delay if a third party asserts claims against the Licensee based on infringement of intellectual property rights by the Software ("**Rechtsmangel**"). Should there be any information of such, whether in written documents or correspondence or in other forms, the Licensee shall provide these to Visevi Robotics without undue delay. In case of legitimate claims by third parties, Visevi Robotics will indemnify the Licensee of the costs that originate from the assertion of such third party's claims (including reasonable attorney fees, limited to the statutory remuneration of attorneys if applicable). Furthermore, Visevi Robotics liability for loss of profits due to such defects is limited to five times the annual Fee amount, except where the defects were caused by intentional or gross negligent behavior of Visevi Robotics.
- 16.8. If the Licensee is an Entrepreneur and the Software has been provided in

perpetuity, his warranty claims for defects of the Software lapse after one year from the statutory commencement of the limitation period, except in cases of intentional behavior of Visevi Robotics. The statutory limitation pursuant to section 479 of the German Civil Code (BGB) remains unaffected hereby.

17. HIGH RISK ACTIVITIES.

The Software is not fault tolerant and is not designed, manufactured, or intended for use or resale as control equipment in hazardous environments requiring fail-safe performance, such as in the control of robots, operation of nuclear facilities, or communication systems, air traffic control, medical devices, direct life support machines, or weapons systems, in which the failure of the Software could lead directly to death, personal injury, or severe physical or environmental damage ("**High Risk Activities**"). Specifically, robots, including robot arms, actuators and grippers may only be controlled by the software, if forces and velocities are physically or otherwise limited to a level that does not risk any harm to humans or to destroy the robot itself or objects in its environment. Accordingly, Visevi Robotics and its suppliers specifically disclaim any express or implied warranty of fitness for High Risk Activities.

18. LIMITATION OF LIABILITY.

Notwithstanding the legal nature of the relevant claim, the following shall apply to the Licensee's damage claims and claims for expenses incurred in vain ("**Ersatz vergeblicher Aufwendungen**"):

- 18.1. Visevi Robotics shall be liable for any of the Licensee's damages resulting from gross negligent or intentional behavior of Visevi Robotics, which are due to culpable injury to life, body, and health, which arise due to the assumption of a guarantee or according to the Product Liability Act. In all other cases Visevi Robotics's liability for damages is limited to the infringement of material obligations (*Kardinalpflichten*) of the agreement. Material obligations are only such obligations which fulfillments allow the proper execution of the agreement in the first place and where the Licensee may rely on the compliance with these obligations. Visevi Robotics's liability for the loss of data is limited to the typical expenditures required for the restoration thereof,

which are normal and typical if security copies have been made. Reference is made to the Licensee's obligation for regular data backups according to section 8 of this EULA.

- 18.2. Visevi Robotics's liability in case of negligent infringement of material obligations of the agreement by Visevi Robotics shall be limited to foreseeable damages which are typical for this type of contract.
- 18.3. A strict liability of Visevi Robotics for defects existing at the time of entering into this EULA pursuant to section 536 a para. 1, alternative 1 German Civil Code (BGB) is hereby expressly excluded.
- 18.4. All claims against Visevi Robotics for damages shall be statute barred 6 months after delivery, in case the Licensee is an Entrepreneur. This shall not apply to any claims in tort.
- 18.5. The foregoing limitations of liability also apply with regard to all Visevi Robotics's representatives, including but not limited to its directors, legal representatives, employees, and other vicarious agents.

19. RESTRICTIONS IN USE.

- 19.1. The Licensee will use commercially reasonable efforts to prevent unauthorized access to or use of Services and Data, and notify Visevi Robotics promptly of any such unauthorized access or use and use Services and Data only in accordance with this Agreement, Documentation and applicable laws and government regulations.
- 19.2. The Licensee will not (a) make any Service or Data available to, or use any Service or Data for the benefit of, anyone other than the Licensee or Users, unless expressly stated otherwise, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service or Data, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service to capture and store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (e) attempt to gain unauthorized access to any Service or Data or its related systems or networks, (f) permit direct or indirect access to or use of any Service or Data in

a way that circumvents a contractual usage limit, or use any of Visevi Robotics Services to access or use any of Visevi Robotics's intellectual property except as permitted under this Agreement, (g) copy a Service or any part, feature, function or user interface thereof, (h) copy Data except as permitted herein, (i) frame or mirror any part of any Service or Data, other than framing on the Licensee's own intranets or otherwise for the Licensee's own internal business purposes, (j) access any Service or Data in order to build a competitive product or service or (k) reverse engineer any Service (to the extent such restriction is permitted by law). Any use of the Services in breach of this Agreement, by the Licensee or Users that in Visevi Robotics's judgment threatens the security, integrity or availability of Visevi Robotics Services, may result in Visevi Robotics's immediate suspension of the Services, notwithstanding that Visevi Robotics will use commercially reasonable efforts to provide the Licensee with notice and an opportunity to remedy such violation or threat prior to such suspension.

20. STATUTORY CONSUMER RIGHTS.

Nothing in this EULA is meant to contravene statutory rights that consumers may have pursuant to local law.

21. DISPUTE RESOLUTION AND GOVERNING LAW.

- 21.1. Let's Try To Sort Things Out First. Visevi Robotics wants to address the Licensee's concerns without needing a formal legal case. Before filing a claim against Visevi Robotics, the Licensee agrees to try to resolve the dispute informally by contacting [hello@visevi.com]. Visevi Robotics will try to resolve the dispute informally by contacting the Licensee via email. If a dispute is not resolved within 15 working days of submission, the Licensee or Visevi Robotics may bring a formal proceeding.
- 21.2. Unless expressly prohibited by local law, the Agreement and warranties are controlled by and construed under the laws of Germany, notwithstanding any conflicts of law provisions; and the German courts in Munich shall have exclusive jurisdiction over any claim arising under the Agreement or warranties. The UN Convention on Contracts for the International Sale of

Goods shall be explicitly excluded.

22. SEVERABILITY.

The provisions of this EULA shall be deemed to be separable and the invalidity of any provision hereof shall not affect the validity of the remainder of this Agreement.

23. QUESTIONS.

Should the Licensee have any questions regarding this EULA, please contact Visevi Robotics by email, or write to: Visevi Robotics GmbH, Heßstr. 134, 80797 München, Germany.

24. RE-DISTRIBUTION OF VISEVI ROBOTICS PRODUCTS.

If the Licensee is interested in re-distributing Visevi Robotics Products either internally in his organization or externally, please contact us at: hello@visevi.com