



SENSECONTROL END USER LICENSE AGREEMENT



IMPORTANT – READ CAREFULLY

THIS LICENSE END USER LICENSE AGREEMENT (*EULA* HEREIN) FOR SENSECONTROL (*SOFTWARE* HEREIN) IS A LEGAL AGREEMENT BETWEEN THE USER (BE IT AN INDIVIDUAL OR A LEGAL ENTITY, WHO PURCHASED THE SOFTWARE AND/OR HAS BEEN GIVEN PERMISSION TO USE THE SOFTWARE; *USER* HEREIN) AND SYSCO SICHERHEITSSYSTEME GMBH (*SYSCO* HEREIN) TO REGULATE THE USE OF THE SOFTWARE DEVELOPED AND SOLD BY SYSCO. PLEASE READ THIS AGREEMENT BEFORE INSTALLATION AND USAGE OF THE SOFTWARE. BE ADVISED THAT BY INSTALLING THE SOFTWARE WITH OR WITHOUT HAVING READ THE EULA, ITS CONTENTS AND STIPULATIONS ARE BINDING FOR THE USER AND SYSCO. THIS AGREEMENT ALSO APPLIES TO ANY SOFTWARE APPLICATIONS BUNDLED TOGETHER WITH THE SOFTWARE AT THE TIME OF PURCHASE, SUPPLIED BY SYSCO TO ENSURE THE PROPER FUNCTION OF THE SOFTWARE OR OTHER PRODUCTS. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU MAY NOT INSTALL THE SOFTWARE.

SYSCO SICHERHEITSSYSTEME GMBH OWNS ALL INTELLECTUAL PROPERTY RIGHTS OF THE SOFTWARE AND OTHER BUNDLED APPLICATIONS, WHICH MEANS THE SOFTWARE MAY BE DOWNLOADED, INSTALLED AND/OR USED BY THE USER AND THOSE GRANTED PERMISSION BY THE USER ONLY ACCORDING TO THE TERMS OF THIS EULA. THE SOFTWARE MAY NOT BE RESOLD, LENT OR MODIFIED BY THE USER IN ANY WAY. IF THE SOFTWARE IS TO BE USED WITH EXTERNAL APPLICATIONS BELONGING TO A THIRD PARTY, OTHER TERMS MAY APPLY FOR THE USAGE OF SAID APPLICATIONS. THIRD PARTY TERMS OF SERVICE, HOWEVER, HAVE NO INFLUENCE ON THE CONTENTS OF THIS EULA. ANY USE OF THE SOFTWARE AND BUNDLED APPLICATIONS AGAINST THIS EULA MAY EXPOSE YOU TO LIABILITY FOR BREACH OF CONTRACT, COPYRIGHT INFRINGEMENT AND OTHER CLAIMS.



1 DEFINITIONS

Unless otherwise stated, the following terms will be defined throughout this EULA as:

- 1.1 Sysco refers to Sysco Sicherheitssysteme GmbH, based at Birkenweiher Straße 14, 63505 Langenselbold, DE, under Directive Manager Rainer Grimm, registered in Amtsgericht Hanau as HRB 1214.
- 1.2 User refers to the individual(s) or entity which purchased the License and/or any individuals or entities which are permitted to use the Software
- 1.3 Products refers to any device, software, firmware, components, accessories, guides, and handbooks created, developed and/or sold by Sysco. Products also include any updates, version updates or future software which may be supplied to the User as part of services defined in the Purchase Agreement
- 1.4 Software refers to SenseControl and any firmware required to use the Products
- 1.5 Bundled Software refers to applications developed by Sysco to aid in the configuration of specific products and are purchased together with said products
- 1.6 Devices refers to any Sysco hardware products, including sensors, interfaces, controllers, and others
- 1.7 Documentation refers to the written materials indicating the proper use of the Software bundled with the latter or available for download from Sysco's web portals
- 1.8 Effective Date refers to the date in which this EULA takes effect, generally speaking the date in which the User receives the Licensed Materials
- 1.9 Features refers to the capabilities of the Software, in accordance with the Purchase Agreement. The number of features licensed may be equal to or less than the total number of features supported by the Software
- 1.10 Intellectual Property Rights refer to patent, copyright, design rights (whether registered or unregistered), trademarks (whether registered or common law), trade secrets, confidential information and any other form of intellectual property rights owned by Sysco
- 1.11 Hardware Specifications refers to the minimum system properties required to run the Software on either Sysco Devices or on the User's own controlling devices
- 1.12 Maintenance Services refers to Updates or Upgrades rolled out to the User to ensure the proper function of the System, in accordance with the Purchase Agreement



- 1.13 Partner refers to Sysco representatives outside of Germany and to affiliated firms within Germany, which are allowed to offer, install and give maintenance to Systems, according to the Purchase Agreement
- 1.14 Purchase Agreement refers to the written terms agreed to by both the User and Sysco at the time of purchase, that define the scope and means of the services provided by Sysco, the duration of said services, and the type and quantity of Products to be bought by the User
- 1.15 Support Services refers to the scope and means in which technical support will be offered to the User, according to the Purchase agreement
- 1.16 System refers to the overall solution designed by or with Sysco representatives, consisting of a network of Sysco Products with or without supporting products, operating exclusively or alongside existing security solutions, in accordance with the Purchase Agreement
- 1.17 Update refers to a patch or a minor version update to the Software
- 1.18 Update Services refers to the frequency and manner in which Updates are rolled out to the User, in accordance with the Purchase Agreement
- 1.19 Upgrade refers to a major version update to the Software, characterized by a drastic change in one or more functions

2 SOFTWARE LICENSE

- 2.1 The Software and Products purchased from Sysco or a Sysco Partner remain intellectual property of Sysco, regardless of the purchase of the Products. Sysco allow the User to utilize the Products and Software, save for the restrictions detailed in Section 3
- 2.2 This license is non-exclusive and non-transferrable, meaning it cannot be given to a third party not covered by the Purchase Agreement. The license is bound to the project defined in the Purchase Agreement only, and the purchase of additional licenses is required to use the Software on additional projects or solutions
- 2.3 The Software and Products may only be used in accordance with the guides and/or the Documentation. Any use outside the intended purpose falls outside this EULA and therefore falls outside of the responsibilities of Sysco



- 2.4 The Software may be used together with third-party applications. Use of those third-party applications is subject to a separate EULA. Neither agreement shall have an influence on the agreement of the other's validity
- 2.5 The license is valid from the Effective Date and does not expire, except if the EULA is violated

3 Restrictions

- 3.1 The Software and Products may not be modified, ported, adapted or translated. The Software and Products may not be used to develop resembling software or hardware, neither in appearance nor in functionality. The Software may only be used as intended, and neither software nor firmware may be reverse engineered to reveal its source code. Any violation to this statute may lead to litigation on the bases of copyright infringement
- 3.2 The Software and/or Products may not be re-sold, lent out or given away to third parties. Any violation to this statute may lead to litigation on the basis of breach of contract
- 3.3 Features not included in the Purchase Agreement will be left out of the Software and may only be accessible after a subsequent Purchase Agreement is reached by Sysco and the User
- 3.4 Support Services will only be offered in accordance with the Purchase Agreement and corresponding both to the availability of personnel and the urgency of the detailed issue
- 3.5 Update Services are offered through Sysco web portals if agreed to at the time of purchase. Otherwise, Sysco may provide updates, but is not obligated to offer more than what was initially agreed upon by both parties
- 3.6 Maintenance Services are defined in the Purchase Agreement between Sysco and the User. Sysco will provide a maintenance update if the delivered Software malfunctions in such way that the original design of the System cannot be fulfilled
- 3.7 Sysco does not take responsibility for the misuse of the Software and Products by the User, and therefore will not take responsibility for system failure cause by User misuse
- 3.8 Sysco does not take responsibility for the functionality of third-party interfaces, clients, devices or systems, and therefore will not take responsibility for system failure caused by faulty third-party products
- 3.9 Sysco will not continue providing services to the User if the terms of this EULA are violated



4 Intellectual property rights

- 4.1 The User acknowledges that the Software and Products, hereby Licensed Materials, are and remain the sole intellectual property of Sysco. In no way do the intellectual property rights transfer to the User at the time of purchase. Inclusion of any external libraries with the Licensed Materials remain the sole intellectual property of their owners, and in no way are these rights transferred to the User when purchasing Sysco Products.

5 Confidentiality

- 5.1 By purchasing the Products, you commit to safeguarding Sysco Intellectual Property. As previously stated, the Software and Products may not be shared with third parties, nor should the Software be used as foundation for unauthorized derivative works. The User must commit to keep Sysco trade secrets. The workings of the Software and Products beyond that which is publicly shared by Sysco is confidential between the User and Sysco.