

Preamble

Whereas, MOTEC has developed the Software MotecCameraVisualizer ("MCV") as set out in **Schedule 1** (hereinafter also referred to as the "Software") for low-latency visualization configuration and control of the digital Motec camera family and Customer is interested in purchasing a licence to use the Software in Customer's Target Systems (as hereinafter defined) or to distribute the Software for use in Target Systems.

NOW, THEREFORE, the Parties agree as follows:

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1. Definitions

- 1.1 **"Affiliate"** means with respect to any entity, any other entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with the entity in question, however such entity will be deemed to be an Affiliate only for so long as such control exists;
- 1.2 **"Confidential Information"** means: (i) any information marked or accompanied by documents designating the information as "confidential" or the confidential nature of which is evident or is reasonably treated as confidential, (ii) any information identified by the disclosing Party ("Discloser") in writing as confidential before, during or promptly after disclosure, and (iii) the terms of this Agreement. "Confidential Information" does not include any information that: (a) is already known or becomes known to the receiving Party ("Receiver") without an obligation to maintain the information as confidential, (b) has become publicly available through no wrongful act of the Receiver or its Representatives, or (c) is independently developed without use of any Discloser Confidential Information;
- 1.3 **"Developer Documentation"** means the developer documentation, read-me files, release notes that are provided or made available by MOTEC in or for use with the Software as set forth in Schedule 2;
- 1.4 **"Fees"** means the remuneration Customer agrees to pay to MOTEC in accordance with this Agreement;
- 1.5 **"High-Risk Applications"** has the meaning as defined in section 8.1.;
- 1.6 **"Intellectual Property"** or **"IP"** means all patents, copyrights, trademarks, trade secrets and other intellectual property rights related to the Software;
- 1.7 **"Object Code"** means computer-programming code substantially in binary form that is directly executable by a computer after linking or processing, but without compilation or assembly;
- 1.8 **"Open Source Software"** means any software licensed under terms that as a condition of use are distributed as free software by a third party and as listed in **Schedule 1.**
- 1.9 **"Purpose"** means to visualize, configure and control cameras of the digital MOTEC camera family;
- 1.10 **"Software"** means Object Code versions of the MotecCameraVisualizer that are intended (as described in the Developer Documentation) to be integrated and distributed

as an integral part of the Target Systems. The Software is restricted to the version(s) and corresponding Target Systems expressly identified in **Schedule 2**.

- 1.11 “**Source Code**” means computer-programming code in human-readable form not suitable for machine execution and included hypertext-based and scripting code and extension thereof;
- 1.12 “**Sublicense Agreement**” means a license agreement between Customer and a third party which contains at a minimum the following provisions: (i) a prohibition on reverse engineering, decompiling, adapting or alteration of the licensed object code in accordance with this Agreement; and (ii) license terms that are at least as protective of MOTEC’s (and its licensors’) Intellectual Property rights as those of this Agreement, including limiting use of licensed object code to use in corresponding Target Systems for the intended end user application;
- 1.13 “**Target System**” means the product described in **Schedule 2** that uses the processor, operating system and the Software;
- 1.14 “**Third-Party Components**” means any components, including software programs that are (i) Open Source Software or (ii) are sourced by Customer from a third party or for Customer by a third party;
- 1.15 Other capitalized terms defined in any part of this Agreement shall have their indicated meaning throughout this Agreement.

2. Subject of this Agreement

- 2.1 MOTEC agrees with Customer to grant Customer a license to use and exploit the software set out in **Schedule 2** (the “Software”) subject to the terms and conditions of this Software License Agreement (the “Agreement”). Any deviating terms and conditions of the Customer shall not be applicable.
- 2.2 The Software comprises the Object Code of the Software and the Developer Documentation in accordance with **Schedule 3**.
- 2.3 Third-Party Components (including Open Source Software) may be embedded in or bundled with the use of the Software. Customer acknowledges and agrees that (i) the use of Open Source Software is subject to the terms of any applicable Open Source Software license, (ii) this Agreement does not limit Customer’s rights under or grant Customer rights that supersede the terms of such Open Source Software licences and

(iii) MOTEC will have no liability under the terms of this Agreement in respect of any Third-Party Components, including Open Source Software.

3. Licensing

- 3.1 Subject to the terms of this Agreement, MOTEC hereby grants to Customer a non-exclusive, non-transferable right to
- a) use, copy (solely to the extent incidental to such use, including Target System Installation, backup and execution), distribute and sublicense (subject to the terms of a Sublicense Agreement) the Object Code of Software strictly as required to distribute, maintain and support Target Systems and to provide Target Systems end users with a single back-up copy (solely for recovery purposes and not for productive use); and to
 - b) revise and decompile the Software.
- 3.2 The right to use, distribute and sublicense is limited to support the Target System and to provide Target System end users with a single back-up copy, but solely for recovery purposes and not for productive use, such as in redundant systems (the "Purpose").
- 3.3 The right to copy is limited to the installation of the Software on the Target System and a copy thereof which is required for the loading, display, running, transfer or storage of the Software as well as to the right to make a copy for security backup purposes.
- 3.4 The right to revise is limited to the maintenance or reinstatement of the agreed functionality of the Software.
- 3.5 The right to decompile the Software is only granted in accordance with the terms of sec. 69e para (1) German Copyright Protection Act ("*Urheberschutzgesetz*" or "*UrhG*" and within the limits of sec. 69e para (2) *UrhG*.
- 3.6 Customer undertakes to allow MOTEC or an authorised third party to audit whether Customer's use of the Software is consistent with the rights granted to Customer upon request by MOTEC and provided there is a legitimate interest and to fully cooperate with MOTEC or the authorised third party carrying out such audit.

4. Restrictions

- 4.1 Except as specifically licensed in accordance with this Agreement, Customer acquires no right, title or interest in or to the Software (including any Intellectual Property therein).

4.2 Customer agrees not to do any of the following, and in no event will the license rights granted in this Agreement be construed as granting Customer any right or license to do any of the following:

- a) Use any MOTEC technology other than the Software, or any Intellectual Property owned or licensed by MOTEC that is not embodied in the Software, or any Intellectual Property owned or licensed by MOTEC in relation to the use of technology other than the Software;
- b) Translate, adapt, arrange or otherwise alter or modify the Object Code of the Software except as allowed by local legislation (in particular implementing Article 6 of the EU Directive on the legal protection of computer programs (2009/24/EU) and then only to the extent necessary to achieve interoperability of an independently created program);
- c) Reverse compile the Object Code of the Software, or otherwise attempt or assist others to reverse engineer any Source Code of the Runtime Components for any purpose; for the avoidance of doubt: the right to decompile granted to Customer is only granted under the terms of sect. 69e para 1 UrhG and within the limits of sect. 69e para 2 UrhG;
- d) Use the Software in any High-Risk Applications (as defined in section 8.1);
- e) Use the Software in furtherance of any aim other than the Purpose;

4.3 MOTEC and its licensors retain all rights, title and interest in and to the Software, including all IP rights therein.

5. Delivery and Installation of the Software

5.1 MOTEC shall provide the agreed number of copies of the Software in accordance with **Schedule 4** for the exercise of the rights to use and exploit as granted in this Agreement transferred by remote data transfer.

5.2 Customer shall receive the Developer Documentation as electronic document in English language. The Parties agree MOTEC's registered office as the place of performance for the delivery of the Software. Customer shall bear all costs and risks related to such delivery. Upon transfer of the Software, the risk of accidental loss or destruction of the Software shall pass to Customer.

5.3 Customer shall be responsible for providing the system environment in accordance with the system requirements set forth in Schedule 1.

- 5.4 The Software shall be installed by the Customer. Customer must notify MOTEC in writing of the respective installation locations of the copies of the Software. This shall also apply to any later change of installation locations.
- 5.5 All copies of the Software shall remain in the sole ownership of MOTEC until the complete payment of the Fees. Upon breach of contract by Customer, in particular on default of payment, MOTEC shall be entitled to require at Customer's expenses the return of all copies of the Software in which MOTEC has retained ownership or if applicable to demand the assignment of Customer's right of return against third parties. In such case upon MOTEC's request Customer shall confirm in writing that no copies of the Software were retained and that all installations of the Software have been irrevocably deleted from Customer's or third party's systems.

6. Licence Fees and Payment

- 6.1 The licence Fees owed by Customer to MOTEC for the grant of rights hereunder are set forth in **Schedule 4**. The licence fees represent a one-time licence fee.
- 6.2 MOTEC will invoice the Fees to Customer in accordance with the payment schedule set forth in **Schedule 4**.
- 6.3 All amounts stated in **Schedule 4** are excluding any Value Added Tax, unless explicitly stated otherwise.

7. Warranties / Rights in Case of a Defect / Rights in Case of Defects in Title

- 7.1 The Software shall be substantially in accordance with the Developer Documentation. Rights in case of defects shall be excluded in the case of minor or immaterial deviations from the agreed or assumed characteristics nor in the case of just slight impairment of use. Product descriptions shall not be deemed guaranteed unless separately agreed in writing. In respect of updates, upgrades and the delivery of new versions, Customer's rights in case of defects shall be limited to the new features of the update, upgrade or new version compared to the previous version release.
- 7.2 If Customer demands replacement performance because of a defect, MOTEC has the right to choose between the improvement, replacement delivery or replacement. If the defect is not cured within a first time limit and Customer has set MOTEC a reasonable second time limit without success or if a reasonable number of attempts to remedy, replacement deliveries are unsuccessful, then Customer may, subject to the statutory provisions, at its option withdraw from this Agreement or reduce the price and claim damages or reimbursement of costs. The remedying of the defect may also take place through the delivery or installation of a new program version or a work-around. If the

defect does not or not substantially impair the functionality, then MOTEC is entitled, to the exclusion of further rights in case of defects, to remedy the defect by delivering a new version or an update as part of its version, update and upgrade planning.

- 7.3 Defects must be notified in writing with a comprehensible description of the error symptoms, as far as possible evidenced by written recordings, hard copies or other documents demonstrating the defects. The notification of the defect should enable the reproduction of the error. This shall not affect the statutory obligation of Customer to inspect and notify defects.
- 7.4 The Software shall be free from third party rights which prevent the use in accordance with this Agreement.
- 7.5 Customer shall inform MOTEC in writing promptly in case a third party claims any third party rights and shall give MOTEC all support and authorisation necessary in order to defend the Software against third party rights.
- 7.6 In case of an infringement of third party rights, MOTEC shall be (i) entitled in its own discretion either to (a) remove the third party rights which impair the contractual use of the Software or (b) change or replace the Software in such a manner that it no longer infringes third party rights.
- 7.7 The limitation period for warranty rights shall be twelve (12) months and the period shall begin on the date of delivery of the first copies of the Software.
- 7.8 Any Customer claims are subject to the limitations set forth in section 11.

8. No High-Risk Applications

- 8.1 Unless MOTEC has provided its express written consent, the Software may not be and Customer agrees that they are not, used in any application in which the failure of the Software could foreseeably lead to death, personal injury or severe physical or property damage (collectively “**High-Risk Applications**”), including but not limited to any use in nuclear power monitoring or control systems, mass transit monitoring or control systems, aircraft, navigation, aircraft communication or air traffic monitoring or control systems, weapon systems, or in direct life support equipment.
- 8.2 MOTEC expressly disclaims any liability or condition of fitness of the Software for any High-Risk Applications.

9. Sublicenses

- 9.1 If Customer distributes and sublicenses the Software pursuant to section 3.1, Customer will do so pursuant to a Sublicense Agreement.
- 9.2 Customer will not make any representation or warranties on behalf of MOTEC. Customer will enforce MOTEC's rights in the Software in the same manner and to the same extent it enforces its own rights in the Target Systems.
- 9.3 Customer agrees to promptly notify MOTEC in writing of any Intellectual Property infringement that involves or is likely to involve unauthorized reproduction or use of the Software.

10. No Software Service Agreement

- 10.1 The Parties agree that MOTEC has no obligations under this Agreement to provide support, training or consulting services for the Software.
- 10.2 Customer is responsible for all Target System development, testing, updating and support.

11. Limitation of Liability

- 11.1 MOTEC shall be liable only in accordance with the provisions set out in this section 11.
- 11.2 MOTEC shall be liable for damages – irrespective of the legal basis – within the scope of a fault-based liability in the event of intent and gross negligence.
- 11.3 In the event of simple negligence, MOTEC shall only be liable for
 - (i) damages resulting from injury to life, body or health; and
 - (ii) for damages arising from the breach of a material contractual obligation (which means an obligation whose fulfilment is essential for the proper execution of the contract and on whose fulfilment the contractual partner regularly relies on and may rely on); in this case, however, MOTEC's liability shall be limited to the compensation of the foreseeable, typically occurring damages.
- 11.4 The limitation of liability shall also apply to third parties and in the event of breaches of duty by persons whose fault MOTEC is responsible for in accordance with statutory provisions.

- 11.5 The limitation of liability shall not apply if a defect has been fraudulently concealed or a guarantee for the quality has been granted and for claims under the German Product liability Act ("*Produkthaftungsgesetz*").

12. Confidentiality

- 12.1 Subject to section 12.2 through 12.3 each Party shall:

- a) treat and keep the Confidential Information as confidential;
- b) not disclose the Confidential Information to anyone without the prior written consent of the other Party;
- c) not use the Confidential Information for any purpose other than in relation to this Agreement; and
- d) take appropriate measures to prevent unauthorized access to any Confidential Information it has received from the other Party.

- 12.2 The aforementioned confidentiality obligations shall not apply to Confidential Information:

- a) which at the time of its supply by either Party is in the public domain, or subsequently comes into, the public domain, except through breach of this Agreement;
- b) which was lawfully received from a source not connected with the other Party at a time when that source was not under any obligation of confidence in respect of the Confidential Information;
- c) which is already in the lawful possession of the other Party and that Party was not under any obligation of confidence in respect of the Confidential Information at that time; or
- d) which was independently developed by the Party without any reference to the Confidential Information.

- 12.3 A Party may disclose Confidential Information:

- a) to its Personnel to the extent required to perform its obligations under this Agreement or the relevant Order Agreement;

- b) to its professional advisers to the extent that those are bound to confidentiality by statutory law or separate agreement;
 - c) to the extent compelled to do so pursuant to any court order or request by a authority, but only if the disclosing Party provides prompt prior written notice to the other Party and, if so requested, fully cooperates with the other Party to obtain a protective order or other appropriate limitations to prevent or narrow disclosure and makes such disclosure solely to the extent mandatory under such order or authority and
- 12.4 In either case of the above, the respective Party shall ensure that the recipients are fully informed of the confidential nature and the terms and restrictions of this Agreement and are contractually or otherwise legally bound to terms and restrictions at least as strict as the terms and restrictions of this Agreement.
- 12.5 Upon the written request of the disclosing Party, the receiving Party will, to the extent reasonably and technically practicable (and save as otherwise provided in the second sentence of this paragraph), (i) return to the disclosing party all documents containing Confidential Information and (ii), to the extent reasonably and technically practicable, expunge all Confidential Information from any computer, word processor or other device, electronic or otherwise. The obligations under this clause shall not apply to the extent that the receiving Party is required to retain such Confidential Information by applicable law. Without prejudice to the provisions of the first sentence of this paragraph, the receiving party may retain one copy of all Confidential Information provided to it for the sole purpose of retaining a definitive record of the Confidential Information actually provided and as long as:
 - a) such retained Confidential Information is treated as confidential at all times in accordance with the provisions of this Agreement; and
 - b) the copy of that Confidential Information is not duplicated or otherwise copied, reproduced or summarised (in each case, in whole or in part) by the Party retaining that Confidential Information.

13. Governing Law and Place of Jurisdiction

- 13.1 This Agreement as well as any dispute or claim arising out of or in connection with this Agreement (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Federal Republic of Germany.
- 13.2 The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods 1980 (Vienna Convention) shall be excluded.

- 13.3 Each Party submits to the exclusive jurisdiction of ordinary courts at the registered place of business of MOTEC over any dispute or claim arising out of or in connection with this Agreement.

14. Export Control

In accordance with Art. 12g of Regulation (EU) 833/2014 and Art. 8g and 8ga of Regulation (EC) 765/2006, MOTEC informs Customer of the following:

- 14.1 The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this order that fall under the scope of Article 12g of European Union Council Regulation / regulation (EU) 833/2014.
- 14.2 The Customer shall not sell, export or re-export, directly or indirectly, to Belarus or for use in Belarus any goods supplied under or in connection with this order that fall under the scope of Article 8g of European Union Council Regulation / regulation (EC) 765/2006.
- 14.3 The Customer shall undertake its best efforts to ensure that the purpose of paragraph (1) and (2) is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- 14.4 The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (1) and (2), insofar as permitted under national law.
- 14.5 Any violation of paragraphs (1), (2), (3) or (4) shall entitle MOTEC to seek appropriate remedies, including, but not limited to: termination of the business relationship; and recovery of any losses resulting from such a breach, or the price of the goods exported, whichever is higher.
- 14.6 The Customer shall immediately inform MOTEC about any problems in applying paragraphs (1), (2), (3) or (4), including any relevant activities by third parties that could frustrate the purpose of paragraph (1) and (2). The Customer shall make available to MOTEC information concerning compliance with the obligations under paragraph (1), (2), (3) or (4), within two weeks of the simple request of such information.

15. Miscellaneous

- 15.1 If any provision of this Agreement is held to be illegal, invalid or unenforceable, that provision shall (so far as it is illegal, invalid or unenforceable) be given no effect and

shall be deemed not to be included in this Agreement, but that shall not affect the legality, validity or enforceability of any other provision of this Agreement.

15.2 The Annexes form part of this Agreement.

Signatures to follow on separate page

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives:

Motec GmbH Oberweyerer Str. 21, 65589 Hadamar, Germany	Customer GmbH Adress Adress
SIGNED	SIGNED
NAME:	NAME:
TITLE:	TITLE:
DATE:	DATE:

Schedule 1: List Open Source Software
Schedule 2: Software and Target Product Description
Schedule 3: Developer Documentation

Schedule 1:

Open Source Software Attributions for the MotecCameraVisualizer

26.11.2024

II.

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1. List of used Open Source Components

Packages / Modules	Version
License, URL and Copyright information	
AForge.NET, https://www.aforgenet.com/framework/	V2.2.5
Licenses: LGPL v3 license Copyright information: Copyright © AForge.NET, 2006-2012, contacts@aforgenet.com	
ZXing.NET, https://github.com/micjahn/ZXing.Net/	V0.16.9
Licenses: Apache License 2.0 Copyright information: Copyright © 2023, Michael Jahn	
Accord.NET, http://accord-framework.net/	V3.8.0
Licenses: GNU LESSER GENERAL PUBLIC LICENSE Copyright information: Copyright © 2009-2014, Cesar Roberto de Souza, cesarsouza@gmail.com	

2. Appendix: License Texts

III. Aforge.NET Framework

Copyright © AForge.NET, 2006-2013
contacts@aforgenet.com

AForge.NET is a C# framework designed for developers and researchers in the fields of Computer Vision and Artificial Intelligence - image processing, neural networks, genetic algorithms, machine learning, robotics, etc.

IV. ZXING.NET

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<http://www.apache.org/licenses/LICENSE-2.0>

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V. Accord.NET Framework

Copyright (c) 2009-2014, Cesar Roberto de Souza <cesarsouza@gmail.com>

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Schedule 2: Target System Description

	Target System
Processor	Intel i7-6700 or newer
Operating System (Name & Version)	Windows 10 or newer

