emotas embedded communication GmbH Binary Evaluation License - November 2019

1. emotas embedded communication GmbH, located at Fritz-Haber-Str. 9, 06217 Merseburg, Germany (Licensor),

grants the non-exclusive, non-transferable and temporary right of use, for the products to evaluate their suitability for a project of the licensee.

- 2. The Licensee shall use the products only for evaluation. Any other commercial use is prohibited.
- 3. The Licensee shall not transfer the products to any third party without prior written consent of the Licensor.
- 4. The Licensee shall not remove any copyright information from the products.
- 5. All right to publish, copy, modify or merchandise the products remain with the Licensor.
- 6. In the event the Licensee violates any of the terms and conditions of this license, either in part or in whole,

the Licensor shall be entitled to damages including all costs associated with collecting damages.

- 7. The Licensor does not guarantee that the products are suitable for the purpose of the Licensee.
- 8. The Licensor is not liable for damages caused by the use of the products and the Licensor, is not liable for the efforts to repair or fix defects.
- 9. The Licensor shall not be liable for any consequential, special, indirect, incidental or punitive damages of any kind or nature whatsoever,

or any lost income or profits, regardless of whether arising from breach of contract or wrongful acts, even if advised of the possibility of such loss or damage or if such loss or damage could have been reasonably foreseen.