

## **End User License Agreement (EULA)**

The following license agreements are collected here:

- EULA for all countries except the Americas
- EULA for the Americas

For countries in the 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 Security Systems B.V.  
End User Software License Agreement

Bosch Security Systems B.V., Torenallee 49, 5617 BA Eindhoven ("Licensor") 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 understands, accepts and expressly agrees to abide by the terms and conditions of this License. By using the Software, Licensee accepts and agrees that Licensee will abide by, and is legally bound by, the terms of this License. If Licensee does not agree to abide by the terms of this License, Licensee shall not install, copy or use the Software.

Licensee's use of the Software is subject to the following terms and conditions:

### **(1) LICENSE**

Under the terms of this non-exclusive, non-transferable (except as specifically permitted herein) License:

- a) 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 Licensor products.
- b) Licensee shall 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.
- c) Licensee shall not sublicense, lease, sell, assign, pledge or otherwise transfer, make available or share the Software with any third party or entity without Licensor's prior written consent.
- d) 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.

## (2) TRANSFER OF OWNERSHIP

Notwithstanding the foregoing, Licensee may transfer this Agreement and the License granted hereunder to another party only if Licensee:

- a) also transfers the License, the Software, all accompanying documentation, and (by sale or lease) ownership of the associated Licensor product or hardware, if applicable,
- b) requires the other party to abide by the terms of this License, and
- c) destroys all copies of the Software, documentation and updates thereto that Licensee does not transfer to the other party.

## (3) OWNERSHIP AND PROPRIETY RIGHTS

The Software is owned and copyrighted by Licensor and/or its suppliers. Except for the rights expressly granted herein, Licensor and its suppliers retain all rights in or to the Software, including, without limitation, all right title and interest in or 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 Licensor 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. 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, commercially exploit 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 and each applicable FOSS-Licenses. 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) 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, WHICH ARE HEREBY DISCLAIMED.

Licensor shall be liable under the terms of this License only in accordance with the following provisions:

- a) Licensor shall only be liable for damages arising in connection with or as a result of this License if liability is a legal requirement under the applicable law (e.g. for cases of gross negligence or intent). Otherwise Licensor shall assume no liability. The aforementioned exclusion shall not apply for damages and losses resulting from personal or bodily injuries and death as well as in cases where Licensor has assumed a guarantee with respect to specific properties of the Software.
- b) Licensor shall not be liable for any infringement of third-party rights by the Software.

Licensor does not warrant the functions provided by the Software and Licensee shall be responsible to verify any results obtained from the use of the Software, in particular with respect to accuracy, safety and security. 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.

THE SOFTWARE IS NOT DESIGNED, INTENDED, OR AUTHORIZED FOR USE IN ANY TYPE OF SYSTEM OR APPLICATION IN WHICH THE FAILURE OF THE SOFTWARE COULD CREATE A SITUATION WHERE PERSONAL INJURY OR DEATH MAY OCCUR (e.g., MEDICAL SYSTEMS, LIFE SUSTAINING OR LIFE SAVING SYSTEMS). Should Licensee use the Software for any such unintended or unauthorized use, Licensee hereby indemnifies, defends, and holds Licensor and its officers, subsidiaries and affiliates harmless against all claims, costs, damages, and expenses, and reasonable attorney fees arising out of, directly or indirectly, such use and any claim of product liability, personal injury or death associated with such unintended or unauthorized use, even if such claim alleges that Licensor was negligent regarding the design or manufacture of the Software.

#### (5) OPEN SOURCE SOFTWARE

a) The Software may include open source software and third party software under royalty free licenses ("FOSS").

b) The FOSS in the product is subject to FOSS license agreements ("FOSS-Licenses"). Pursuant to these FOSS-Licenses, Licensor must pass on to the Licensee such terms and conditions of the FOSS-Licenses and Licensee must comply with such terms and conditions and fulfill the respective obligations when using the FOSS in any way other than merely installing and running the FOSS internally on Licensee's machines, e.g. through further disposal of the product or services, as by distribution, selling, or otherwise passing it on to a third party. The rights under the FOSS-Licenses are being granted to Licensee, and in the event of Licensee passing on a copy of the product or service to another party, the terms and conditions of the respective FOSS-Licenses shall apply to the distribution of any included FOSS (in some cases, the FOSS-License provides a direct license from the author/licensor of the FOSS to the third party). For many FOSS-Licenses, Licensor itself can neither grant nor obtain these rights for Licensee. The applicable FOSS-Licenses are available on the internet address of the provider of the FOSS or will be made available by Licensor upon your request.

c) The FOSS itself does not contribute to the sales price of the product or service of Licensor or any modification or update thereto and thus is provided without royalty or monetary compensation.

d) Licensee shall, either expressly, or implied by amendment or adaptation of the FOSS, accept and take responsibility for compliance with the applicable FOSS-Licenses. Further, Licensee agrees that updates or new versions of the software associated with the product or service may contain different or additional FOSS or changes in the FOSS-Licenses. Licensor will notify Licensee of such additional or modified FOSS-Licenses upon implementation of the updates.

e) If any terms or restriction of this License conflict with the license conditions of FOSS License included in this product, the terms and conditions of these FOSS License shall prevail.

f) The used Open Source Software license conditions can be found at <http://www.boschsecurity.com/oss>.

g) Licensor offers to make available to Licensee on a medium customarily used for software interchange the complete and corresponding source code of any FOSS components to which Licensee has the right to obtain the source code and for which Licensee has not previously received such complete and corresponding source code. Licensee must make a request in writing and identify to the best of Licensee's abilities the version of the software to which Licensee's request pertains. Licensor may charge a processing fee no more than the cost of physically performing source distribution. This offer is valid for three years after signing this agreement or, in case of later updates, from the time of the delivery of the update to Licensee.

#### (6) EXPORT CONTROL LAWS

Licensors responsibility for delivery is limited to the delivery of the Software to Licensee. Licensor 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.

In the event that Licensee, or any subsequent party handling the Software after delivery by Licensor to Licensee, does export, re-export or transfer the Software then, as between Licensor and Licensee:

- a) Licensee shall be solely responsible for compliance with all applicable laws and regulations relating to such export including, but not limited to (i) export licenses or license exceptions, (ii) determining correct classification at the time of export; and (iii) any other regulatory agency approval requirements; and
- b) 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.
- c) Licensor may notify Licensee of any export issues identified by Licensor 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.

#### (7) 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 or this Software License. Licensee shall file all reports required in connection with such taxes.

The license fees for the Software are exclusive of all applicable federal, state, provincial and local taxes, including without limitation, sales, use, property, value add, goods and services , excise, and similar taxes, and all such taxes shall be assumed and paid by Licensee, excluding taxes on Licensor's net income. In the event that Licensor determines that any such taxes are subject to withholding requirements, Licensor may invoice Licensee for such taxes, and Licensee shall promptly pay the amount invoiced. If any such tax for which Licensee is responsible hereunder is paid by Licensor, Licensee agrees to promptly reimburse Licensor therefor.

#### (8) TERMINATION OF LICENSE

Licensee may terminate this License at any time by returning the Software to Licensor, or destroying the Software and all associated documentation, together with all copies, in any form. Licensor 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. Upon any termination of this License, Licensee shall immediately destroy the Software or return it to Licensor, along with any copies made by Licensee, and delete any installed copies from Licensee's hardware.

#### (9) ENTIRE AGREEMENT/SEVERABILITY

This License, any Licensors 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 Licensee shall not be part of this License and shall not add to or modify any of the terms hereof. This License may only be changed or supplemented by a written amendment signed by authorized representatives of the parties. If any provision of this License is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

#### (10) GOVERNING LAW

This License shall be construed according to the laws of the Netherlands. 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 Arbitration of the International Chamber of Commerce, Paris and shall take place in Amsterdam, Netherlands.

Copyright 2021 Bosch Security Systems B.V. All rights reserved.

Bosch Security Systems, Inc.  
End User Software License Agreement

Bosch Security Systems, Inc. ("Licensor") 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 understands, accepts and expressly agrees to abide by the terms and conditions of this License. By using the Software, Licensee accepts and agrees that Licensee will abide by, and is legally bound by, the terms of this License. If Licensee does not agree to abide by the terms of this License, Licensee shall not install, copy or use the Software.

Licensee's use of the Software is subject to the following terms and conditions:

(1) LICENSE

Under the terms of this non-exclusive, non-transferable (except as specifically permitted herein) License:

- a) 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 Licensor products.
- b) Licensee shall 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.
- c) Licensee shall not sublicense, lease, sell, assign, pledge or otherwise transfer, make available or share the Software with any third party or entity without Licensor's prior written consent.
- d) 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.

(2) TRANSFER OF OWNERSHIP

Notwithstanding the foregoing, Licensee may transfer this Agreement and the License granted hereunder to another party only if Licensee:

- a) also transfers the License, the Software, all accompanying documentation, and (by sale or lease) ownership of the associated Licensor product or hardware, if applicable,
- b) requires the other party to abide by the terms of this License, and
- c) destroys all copies of the Software, documentation and updates thereto that Licensee does not transfer to the other party.

(3) OWNERSHIP AND PROPRIETY RIGHTS

The Software is owned and copyrighted by Licensor and/or its suppliers. Except for the rights expressly granted herein, Licensor and its suppliers retain all rights in or to the Software, including, without

limitation, all right title and interest in or 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 Licensor 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. 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, commercially exploit 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 and each applicable FOSS-Licenses. 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) 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, WHICH ARE HEREBY DISCLAIMED. NEITHER LICENSOR 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 ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER UNDER THIS EULA OR OTHERWISE, OR FOR ANY CLAIM BY ANY OTHER PARTY, WHETHER FORESEEABLE OR NOT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Licensor does not warrant the functions provided by the Software and Licensee shall be responsible to verify any results obtained from the use of the Software, in particular with respect to accuracy, and security. 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.

THE SOFTWARE IS NOT DESIGNED, INTENDED, OR AUTHORIZED FOR USE IN ANY TYPE OF SYSTEM OR APPLICATION IN WHICH THE FAILURE OF THE SOFTWARE COULD CREATE A SITUATION WHERE PERSONAL INJURY OR DEATH MAY OCCUR (e.g., MEDICAL SYSTEMS, LIFE SUSTAINING OR LIFE SAVING SYSTEMS). Should Licensee use the Software for any such unintended or unauthorized use, Licensee hereby indemnifies, defends, and holds Licensor and its officers, subsidiaries and affiliates harmless against all claims, costs, damages, and expenses, and reasonable attorney fees arising out of, directly or indirectly, such use and any claim of product liability, personal injury or death associated with such unintended or unauthorized use, even if such claim alleges that Licensor was negligent regarding the design or manufacture of the Software.

#### (5) OPEN SOURCE SOFTWARE

a) The Software may include open source software and third party software under royalty free licenses ("FOSS").

b) The FOSS in the product is subject to FOSS license agreements (“FOSS-Licenses”). Pursuant to these FOSS-Licenses, Licensor must pass on to the Licensee such terms and conditions of the FOSS-Licenses and Licensee must comply with such terms and conditions and fulfill the respective obligations when using the FOSS in any way other than merely installing and running the FOSS internally on Licensee’s machines, e.g. through further disposal of the product or services, as by distribution, selling, or otherwise passing it on to a third party. The rights under the FOSS-Licenses are being granted to Licensee, and in the event of Licensee passing on a copy of the product or service to another party, the terms and conditions of the respective FOSS-Licenses shall apply to the distribution of any included FOSS (in some cases, the FOSS-License provides a direct license from the author/licensor of the FOSS to the third party). For many FOSS-Licenses, Licensor itself can neither grant nor obtain these rights for Licensee. The applicable FOSS-Licenses are available on the internet address of the provider of the FOSS or will be made available by Licensor upon your request.

c) The FOSS itself does not contribute to the sales price of the product or service of Licensor or any modification or update thereto and thus is provided without royalty or monetary compensation.

d) Licensee shall, either expressly, or implied by amendment or adaptation of the FOSS, accept and take responsibility for compliance with the applicable FOSS-Licenses. Further, Licensee agrees that updates or new versions of the software associated with the product or service may contain different or additional FOSS or changes in the FOSS-Licenses. Licensor will notify Licensee of such additional or modified Foss-Licenses upon implementation of the updates.

e) If any terms or restriction of this License conflict with the license conditions of FOSS License included in this product, the terms and conditions of these FOSS License shall prevail.

f) The used Open Source Software license conditions can be found at <http://www.boschsecurity.com/oss>.

g) Licensor offers to make available to Licensee on a medium customarily used for software interchange the complete and corresponding source code of any FOSS components to which Licensee has the right to obtain the source code and for which Licensee has not previously received such complete and corresponding source code. Licensee must make a request in writing and identify to the best of Licensee’s abilities the version of the software to which Licensee’s request pertains. Licensor may charge a processing fee no more than the cost of physically performing source distribution. This offer is valid for three years after signing this agreement or, in case of later updates, from the time of the delivery of the update to Licensee.

#### (6) U.S. GOVERNMENT RESTRICTED RIGHTS

Licensee will not use the Software in any manner prohibited by applicable law including any restrictions imposed by the United States Government. 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.



## (7) EXPORT CONTROL LAWS

Licensors responsibility for delivery is limited to the delivery of the Software to Licensee. Licensor 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. In the event that Licensee, or any subsequent party handling the Software after delivery by Licensor to Licensee, does export, re-export or transfer the Software then, as between Licensor and Licensee:

- a) Licensee shall be solely responsible for compliance with all applicable laws and regulations relating to such export including, but not limited to (i) export licenses or license exceptions, (ii) determining correct classification at the time of export; and (iii) any other regulatory agency approval requirements; and
- b) 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.
- c) Licensor may notify Licensee of any export issues identified by Licensor including, but not limited to, export control classification number ECCN EAR99. Upon any such notification, the parties shall cooperate in good faith to achieve compliance with applicable laws and regulation relating to exports.

## (8) 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 or this Software License. Licensee shall file all reports required in connection with such taxes.

The license fees for the Software are exclusive of all applicable federal, state, provincial and local taxes, including without limitation, sales, use, property, value add, goods and services , excise, and similar taxes, and all such taxes shall be assumed and paid by Licensee, excluding taxes on Licensor's net income. In the event that Licensor determines that any such taxes are subject to withholding requirements, Licensor may invoice Licensee for such taxes, and Licensee shall promptly pay the amount invoiced. If any such tax for which Licensee is responsible hereunder is paid by Licensor, Licensee agrees to promptly reimburse Licensor therefor.

## (9) TERMINATION OF LICENSE

Licensee may terminate this License at any time by returning the Software to Licensor, or destroying the Software and all associated documentation, together with all copies, in any form. Licensor 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. Upon any termination of this License, Licensee shall immediately destroy the Software or return it to Licensor, along with any copies made by Licensee, and delete any installed copies from Licensee's hardware.

#### (10) ENTIRE AGREEMENT/SEVERABILITY

This License, any Licensors 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 Licensee shall not be part of this License and shall not add to or modify any of the terms hereof. This License may only be changed or supplemented by a written amendment signed by authorized representatives of the parties. If any provision of this License is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

#### (11) GOVERNING LAW

This License shall be construed according to the laws of the State of Michigan, U.S.A. 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 Oakland County, Michigan, U.S.A.

Copyright 2021 Bosch Security Systems, Inc. U.S.A. All rights reserved.