End User License Terms for Software/Embedded Software in Products of Advanced Realtime Tracking GmbH & Co. KG (hereinafter "ART")

The end user license terms described below apply to the products, systems, and devices of ART listed below:

I. Firmware of or in e.g. ARTTRACK & TRACKPACK cameras, ART controllers, SMARTTRACK stand-alone integrated tracking systems, Flystick or Finger-tracking interaction devices and components thereof
II. Software e.g. DTRACK, ART Human, ART Satellite Merger
- Supplementary software tools, e.g. DTrack2CLI
- Supplementary software addons, e.g. DTrack Recorder, ABCMan, Fingertracking Viewer
III. Localization system VERPOSE
IV. ART software module = CAPTA
V. Standalone development kits, e.g. AMEKx, AMCx, DTrackSDK
VI. Interfaces for non ART-designed software, e.g. VRPN, trackd, …

1. The End User has the non-exclusive and, unless otherwise provided for in the provisions of this section, non-transferable and non-sublicensable right to use software (machine-readable computer programs, including updates, as well as the associated media, printed materials, and documentation in electronic format) and firmware delivered or made available by ART, including the agreed performance features in unchanged form on the agreed devices and using the documents and documentation necessary for use.

2. This applies in particular to the use of software products in the form of embedded codes or firmware as a component of one of ART's products, systems or devices (e.g. tracking camera, controller, interaction devices) (hereinafter referred to as "Embedded Software"). In this case, the right of use granted under this section is limited to use with the product, system or device specifically intended for this purpose (DTRACK, VERPOSE). Unless otherwise agreed, the usage fees for the embedded software provided are included as a one-time license fee in the purchase price for the products, systems, or devices provided with the embedded software.

Embedded software may only be used on the specific piece of the products, systems or devices provided by us. Any additional use of the embedded software on other products, systems, devices or hardware requires a separate agreement and is only permitted after payment of an appropriate user fee. Copies may only be made for archiving purposes, as a replacement, or for troubleshooting.

3. ART supplies applications, either exclusively within the CAPTA product line, or as control software within the VERPOSE and DTRACK products, that are not embedded software but can be used on end devices of the End Customer "Software".

   ART provides the End User with a copy of the Software on data carriers as well as a printed or downloadable version of the corresponding user documentation. If the delivery is made by way of download, ART shall make the contractual software and the user documentation available to the End User for download on its homepage (https://ar-tracking.com). For the log-in to the protected area of his Internet presence, he shall provide him with the username and the associated password ("access data"). In the event that the Software is protected by a license key, the End Customer shall receive the license key exclusively for the use of the Software as specified in this Agreement, the license conditions in the order documents and the user documentation.

4. If Software/Embedded Software is labeled or marked as an update, a license for a product which is designated by ART as suitable for the update (hereinafter "Suitable Product") is required for its use. A software product that is marked as an update replaces and/or supplements the original product. The End User may use the resulting updated product only in accordance with the provisions of this section. If the Software/Embedded Software is an update of a component of a software program package licensed by the End User as a single product, the Software/Embedded Software may only be used as part of that single product package and may not be separated for use on more than one computer. The contract software may only be used simultaneously by a maximum number of natural persons corresponding to the number of licenses purchased by the End Customer. Permitted use includes the installation of the contract software, loading into the main memory, and the intended use by the End Customer. The number of licenses and the type and scope of use are otherwise determined by the license terms in the order documents.

5. The End Customer must ensure that software/embedded software and documentation is not made available to third parties in contravention of the following provisions:

   The End Customer may only transfer the right to use embedded software together with the product, system, or device intended for this purpose. In addition, the End Customer agrees to transfer the right to use the Software to a third party (e.g. by way of a resale agreement) only if such third party accepts the provisions of this Section and signs an End User License Agreement ("EULA"), which shall not be less strict than the provisions of this Section. The End User is obliged to prove to ART without being asked that he has surrendered, deleted, destroyed or otherwise rendered unusable all physical and non-physical copies of the Software (including all components, media and printed materials and all updates) to the third party. If the software to be transferred is an update, the proven transfer, deletion, destruction or rendering unusable

must also cover all previous versions of the software. With the transfer, all rights of use of the End Customer expire, including any copies. The End Customer may not transfer the Software to third parties if there is reasonable suspicion that the third party will violate the provisions of this section or the EULA, in particular by making unauthorized copies. This also applies with regard to employees of the End Customer. Under no circumstances shall the End Customer have the right to rent out or otherwise sublicense the acquired contractual software, to reproduce or make it publicly available, either wired or wirelessly, or to make it available to third parties, whether for payment or free of charge, e.g. by way of Application Service Providing or as "Software as a Service".

6. Unless otherwise expressly agreed between the contractual partners, the installation of software/embedded software is carried out by the End Customer on his own responsibility and in accordance with the installation instructions. The scope of services and functions of the programs provided is determined by the product descriptions valid at the time of conclusion of the contract.

7. In the event of a violation of these Terms of Use or in the event of a modification of the Software by the contractual partner, ART may withdraw the right of use from the contractual partner and, without prejudice to any other rights, demand the return or destruction of the Software and all copies. If the End Customer uses the contract software to an extent that qualitatively (with regard to the type of permitted use) or quantitatively (with regard to the number of licenses acquired) exceeds the acquired rights of use, the End Customer shall immediately acquire the rights of use necessary for the permitted use for the previous period of use, as well. If he fails to do so, ART will assert the rights it is entitled to.

8. The right to use software can be terminated without notice by ART if there is good cause. Good cause is particularly given if the End User violates the terms and conditions of this contract, and he continues his behaviour contrary to the terms of this contract or maintains the state contrary to the terms of this contract although ART has warned him. The right of use is granted subject to full payment of the one-time license fee.

9. Subject to the right of use granted under this section, ART shall remain the owner of all rights, in particular the copyright exploitation rights, including the rights of reproduction, distribution and translation of the licensed program, the related records and documentation and the like, of all backup copies made by the contractual partner in the course of its use, in whole or in part. The End Customer may make a backup copy of the software without express agreement. All copies must bear the copyright notice on the original. If the End Customer is provided with the program in machine code only, he will not obtain access to the source code. The End Customer shall only be entitled to decompile and reproduce the contractual software to the extent provided and required by law. This applies, however, only under the condition that ART has not

made the necessary information available to the End User on request within a reasonable period of time. The contractual partner is expressly prohibited from carrying out reverse engineering on ART products.

10. The End Customer is obliged to prevent unauthorised access to the software and the documentation by third parties by taking suitable precautions. The delivered original data carriers and the backup copies must be kept in a place secured against unauthorized access by third parties. The End User shall inform his employees in a suitable form about ART's industrial property rights.

11. ART draws the attention of the End Customer to the following with regard to the software used:

Parts or whole programs were used in the products, which are subject to the Open Source Common licenses. Open Source is a free software license, brought to life by various projects. The free usability, free reproduction, free modification and distribution is guaranteed for the software subject to these licenses. In addition, it is mandatory that the software must be made accessible in case of duplication or distribution.

You can request the source code from us if this is required by the corresponding license. Please note that only free software is offered for download and that software developed by and for our company is excluded.

ART does not assume any liability for open source programs or program parts if these are used in a way not intended by ART for the execution of the program. Warranty rights for open source are regulated in the corresponding public licenses, which you can view in full text for each product upon request.

Please contact:

Advanced Realtime Tracking GmbH & Co. KG
Am Oeferl 6
82362 Weilheim i. OB, Germany
contact@ar-tracking.de

12. Changes and amendments to this contract must be made in writing. This also applies to the amendment or cancellation of this clause. Electronic documents in text form do not fulfil the written form requirement.

13. General terms and conditions of the End Customer do not apply.

14. The parties are aware that the contract software may be subject to export and import restrictions. In particular, licensing requirements may exist or the use of the software or related technologies abroad may be subject to restrictions. The End Customer shall comply with the applicable export and import control regulations of the Federal Republic of Germany, the European Union and the United States of America,

as well as all other relevant regulations. ART's performance of the contract is subject to the provision that there are no obstacles to performance due to national and international regulations of export and import law or other legal provisions.

15. German law shall apply to this contract to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11.4.1980 (UN Sales Convention).

16. The place of performance is Weilheim i.OB, Germany. Exclusive place of jurisdiction is Weilheim i.OB, Germany, if each party is a merchant or legal entity under public law or has no general place of jurisdiction in Germany.

17. Should individual provisions of this contract be invalid, this shall not affect the validity of the remaining provisions. The parties to the contract will endeavour to find a valid provision in place of the invalid provision which comes as close as possible to the economic meaning of the invalid provision.