

TTTech Industrial Automation AG – Nerve Blue Management Software Evaluation License Terms

OVERVIEW

- A limited, 14 day license for evaluation purposes is granted
- Please be aware that other users may access the same system
- Please be aware that information and workloads uploaded into the system may be visible to other users
- Users must not disturb the ongoing evaluation of other users
- Evaluation results must not be shared with other users, companies or publicly
- Any reverse engineering of the Nerve Blue Management System is strictly prohibited and any information or know-how contained in or derived from the Nerve Blue Management System (including information about the design, functionality or processes of the system) is strictly confidential and may not be used for any purpose other than internal evaluation, including in particular not to create (similar) software or products based on such information
- The granted license gives you access to the full world of Nerve Blue – we wish you a successful evaluation

PREAMBLE

Nerve Blue is an Industrial IoT software product that comprises Nerve Blue Device Software and Nerve Blue Management System. Nerve Blue Management System is used for the remote management of Nerve Blue Device Software. These Nerve Blue Management Software Evaluation License Terms (the “**Agreement**”) specifies the license terms for the 14-day trial of Nerve Blue Management System (the “**Nerve Blue Management System**”) of TTTech Industrial Automation AG (“**TTTech Industrial**”) under which the user of the Licensed Software (the “**Customer**”) may access and use the Licensed Software. Customer may upload a task or service not being part of the Nerve Blue Management System itself (hereinafter, a “**Workload**”) to the Nerve Blue Management System and run it in the Nerve Blue Management System for deployment to Devices. By registering for the evaluation of the Nerve Blue Management System or using Nerve Blue Management System, Customer affirms to have read and understood this Agreement and confirms to have the power and authority to enter into and perform its rights and obligations under this Agreement. Customer agrees to be bound by and acknowledges to be subject to this Agreement.

1. TERMS OF USE

1.1. Subject to this Agreement, Customer is hereby granted a single, individual, non-transferable, non-sublicensable, non-exclusive and non-assignable license to access and use the Nerve Blue Management System during the Evaluation Period, one session at a time, for internal evaluation and testing purposes only (the “Evaluation Purpose”).

1.2. The Nerve Blue Management System is a shared sandbox virtual evaluation space into which Customer may upload Workloads. Customer acknowledges that (I) THE NERVE BLUE MANAGEMENT SYSTEM IS SHARED WITH OTHER WORLDWIDE USERS AT THE SAME TIME AND (II) ALL USERS OF THE NERVE BLUE MANAGEMENT SYSTEM HAVE UNRESTRICTED (REMOTE) ACCESS TO ALL WORKLOADS (INCLUDING OF OTHER USERS).

1.3. TTTech Industrial may, without being obligated to, block, monitor, scan or review Workloads, communications or content transmitted through the Nerve blue Management System and reserves the right to stop communications or remove Workloads or content.

1.4. Customer is advised to not upload confidential Workloads or other information Customer intends to keep confidential to the Nerve Blue Management System as any such uploads may be shared with other users without any restrictions. TTTech Industrial accepts no responsibility or liability for Workloads or other content from Customer or other users regardless of whether such content is transmitted to or by Customer in breach of these terms.

1.5. The Nerve Blue Management System may not be fully functional, may contain errors or design flaws, and may have reduced or different security, privacy, accessibility, availability, and reliability standards relative to commercially provided software, materials and services. Use of a pre-release version may result in unexpected results, such as loss of use or loss of content. Customer may use the Nerve Blue Management System at its own risk. Any documentation and/or information given by TTTech Industrial is given as a support for the usage of the Nerve Blue Management System only and shall not be regarded as any description or warranty of a certain functionality, condition or quality.

2. USE RESTRICTIONS

2.1. Customer may not (i) use the Nerve Blue Management System, or load content to Nerve Blue Management System, for any purpose other than the Evaluation Purpose above and as permitted under the laws, regulations and guidelines of Customer’s place of use and in particular not for productive purposes; (ii) copy, sell, rent, sublicense, transfer or distribute any portion of Nerve Blue Management System, and may not use Nerve Blue Management System commercially; (iii) interfere with or disturb any Workloads or content of other users of the Nerve Blue Management System; (iv) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, ideas, technology or algorithms or remove copyright or other proprietary notices from any portion of Nerve Blue Management System; (v) modify or write or develop any derivate software, systems, designs or any other programs that uses or incorporates or is based on the Nerve Blue Management System or any Confidential Information of TTTech Industrial; (vi) provide, disclose, divulge or make available to or permit use of the Nerve Blue Management System Software, any Confidential Information or any evaluation results by any third party; or (vii) use the Nerve Blue Management System in any situation where it is relied on to perform a safety function or could create a hazard to or damage health or property if it fails to operate correctly.

2.2. Customer may not misuse, disrupt or exploit Nerve Blue Management System or TTTech Industrial's servers for any unauthorized use, or try to access areas or download software or materials not intended for users (including using Nerve Blue Management System in any way to access any unauthorized third-party sites), or load to TTTech Industrial's servers any malware (such as viruses, drop dead device, worm, trojan horse, trap, back door or other software routine of such nature), or disturb the use of Nerve Blue Management System by other users.

2.3. Customer agrees to strictly comply with all applicable export laws and regulations and with any imposed restraints and sanctions related to the classified product number (if any).

2.4. Customer is responsible for maintaining its log-in information secure for its own use only, and for the activities under its account. Customer agrees to notify TTTech Industrial of any known unauthorized use of its account.

3. UPDATES, PATCHES & UPGRADES

TTTech Industrial may change, discontinue, or deprecate any part, or all, of the Nerve Blue Management System, or change or remove features, functionality or content available, and Licensee's continued use of the Nerve Blue Management System is deemed acceptance of such changes. There is no obligation for TTTech Industrial to provide any updates, upgrades, patches or maintenance for the Nerve Blue Management System. The Nerve Blue Management System may be temporarily unavailable, inaccessible or slow when maintenance or upgrades are performed or at other times for reasons not within TTTech Industrial's reasonable control.

4. OWNERSHIP & INTELLECTUAL PROPERTY RIGHTS

Unless otherwise noted, the Nerve Blue Management System, including all intellectual property rights (including all copyrights, trademarks, trade secrets, patents, mask works and other intellectual property rights recognized in any jurisdiction worldwide, including all applications and registrations with respect thereto) and all licensed software files and other text, and any documentation related thereto are and will remain the sole and exclusive property of TTTech Industrial and or its licensors. All trademarks are the property of their respective holders. This Agreement transfers to Customer neither title nor interest in any proprietary or intellectual property right in the Nerve Blue Management System or any documentation related thereto (or any parts of it), or any copyrights, patents (whether registered, pending or not), except for the limited rights explicitly granted herein.

5. FEEDBACK

Customer has no obligation to give TTTech Industrial any suggestions, comments or other feedback regarding the Software (collectively, "**Feedback**"). Any Feedback that Customer voluntarily provides may be used by TTTech Industrial in its or its affiliates' products and related specifications or other documentation, even if designated as confidential. Accordingly, if Customer does give TTTech Feedback on any version of the Nerve Blue Management System or any specification or documentation, Customer agrees that TTTech Industrial and its affiliates may freely use, disclose, reproduce, license, distribute and otherwise commercialize the Feedback in any TTTech Industrial or its affiliates' product, software, technology, service, specification or other documentation. For any Intellectual Property Rights embodied in Feedback provided by Customer, Customer hereby grants to TTTech Industrial a non-exclusive, irrevocable, worldwide, royalty-free license, with the right to sublicense its licensees and customers, under all of Customer's Intellectual Property Rights, the rights to use and disclose the Feedback in any manner TTTech Industrial chooses and to display, perform, copy, make, have made, use, sell, offer to sell, import, and otherwise dispose of TTTech Industrial's and its sublicensee's products embodying such Feedback in any manner and via any media TTTech Industrial chooses, without reference.

6. CONFIDENTIALITY

6.1. Customer acknowledges and agrees that the Nerve Blue Management System or content accessed within the Nerve Blue Management System may constitute and may contain valuable proprietary products and trade secrets of TTTech Industrial, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, Customer agrees to treat the Nerve Blue Management System or any confidential information or content derived from it as confidential in accordance with the confidentiality requirements and conditions set forth below. Customer shall not, without the prior written consent of TTTech Industrial, disclose the Confidential Information in whole or part, or make any aspect of the Confidential Information available to any person or entity, other than to the Customer's own employees on a need to know basis solely for the purpose of performing their duties under this Agreement; provided, however that each such employee agrees prior to the disclosure of any part of the Confidential Information to be bound by the terms hereof. Customer agrees to be responsible for any breach of this Agreement by any of its employees and Customer agrees to indemnify and hold TTTech Industrial harmless against any loss or damage which TTTech Industrial may suffer or incur as a result thereof.

6.2. Customer hereby agrees to maintain the confidentiality of the Confidential Information and to protect as a trade secret any portion of TTTech Industrial's and/or its affiliates' Confidential Information and to prevent any unauthorized copying, use, distribution, installation or transfer of possession of such information. Customer agrees to maintain at least the same procedures regarding Confidential Information that it maintains with respect to its own Confidential Information, but in no event less than a reasonable standard of care. Without limiting the generality of the foregoing, Customer shall not remove any proprietary or other legend or restrictive notice contained or included in any material provided by TTTech Industrial and/or its affiliates and Customer shall not reproduce or copy any such material except as expressly authorized hereunder.

6.3. Customer acknowledges that the unauthorized use, transfer or disclosure of the Licensed Software or copies thereof will (i) substantially diminish the value to TTTech Industrial and/or its affiliates of the trade secrets and other proprietary interests that are the subject of this Agreement; (ii) render TTTech Industrial's and/or its affiliates' remedy at law for such unauthorized use, disclosure or transfer inadequate; and (iii) cause immediate and irreparable injury and harm. If Customer breaches any of its obligations with respect to the use or confidentiality of the Licensed Software, TTTech Industrial and/or its affiliates shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief, without the necessity for TTTech Industrial to make an additional showing of irreparable injury and harm.

6.4. Customer expressly acknowledges that any Workloads or other information provided by Customer will not be treated as confidential. Any Workloads or other content uploaded by Customer to the Nerve Blue Management System may be accessed by other users and/or third parties.

7. NO WARRANTY, LIABILITY & INDEMNIFICATION

7.1. NERVE BLUE MANAGEMENT SYSTEM AND ALL OTHER CONFIDENTIAL INFORMATION IS PROVIDED BY TTTECH INDUSTRIAL "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS." TTTECH INDUSTRIAL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT. NO WARRANTY IS MADE ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE. WITHOUT LIMITING THE FOREGOING, TTTECH INDUSTRIAL DOES NOT WARRANT THAT ACCESS TO THE NERVE BLUE MANAGEMENT SYSTEM WILL BE UNINTERRUPTED; THAT THE NERVE BLUE MANAGEMENT SYSTEM WILL MEET CUSTOMER'S REQUIREMENTS; THAT THE NERVE BLUE MANAGEMENT SYSTEM WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; THAT ANY CERTAIN CONTENT WILL BE AVAILABLE; OR THAT THE NERVE BLUE MANAGEMENT SYSTEM IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

7.2. TO THE MAXIMUM EXTENT PERMITTED BY LAW, TTTECH INDUSTRIAL AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF DATA OR LOSS OF GOODWILL, OR THE COSTS OF PROCURING SUBSTITUTE PRODUCTS, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE USE OR THE PERFORMANCE OF THE NERVE BLUE MANAGEMENT SYSTEM, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER CAUSE OF ACTION OR THEORY OF LIABILITY. IN NO EVENT WILL TTTECH INDUSTRIAL'S AND ITS AFFILIATES TOTAL CUMULATIVE LIABILITY UNDER OR ARISING OUT OF THESE TERMS EXCEED THE HIGHER OF: (I) EUR 10.000 OR (II) AMOUNTS PAID FOR THE ACCESS AND USE OF THE NERVE BLUE MANAGEMENT SYSTEM. THE NATURE OF THE LIABILITY OR THE NUMBER OF CLAIMS OR SUITS SHALL NOT ENLARGE OR EXTEND THIS LIMIT. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER NVIDIA OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

8. TERMINATION

8.1. This Agreement shall commence as of approval of the provisions herein by Customer and shall remain in effect for a period of 14 days (the "Evaluation Period") after which it terminates automatically without further notice.

8.2. TTTech Industrial may suspend or terminate Customer's right to use the Nerve Blue Management System, or content on Nerve Blue Management System, at its discretion, including (but not limited to) if TTTech Industrial reasonably suspects or determines that a use does not comply with these terms, the rights of others, or applicable laws and regulations.

8.4. Upon termination the right of Customer to use the Nerve Blue Management System or any Confidential Information as granted shall immediately terminate and Customer shall promptly return to TTTech Industrial or destroy all materials containing Confidential Information.

8.5. All provisions of these terms which by their nature should survive termination will survive termination, including, without limitation, ownership provisions, warranty disclaimers and limitations of liability.

9. GOVERNING LAW & ARBITRATION

9.1. This Agreement shall be interpreted in accordance with the plain English meaning of its terms and the construction thereof shall be governed by the laws of Austria, whereby the rules on conflicts of laws, the UN Convention on Contracts for the International Sale of Products and any other (international) provisions that displace substantive Austrian law shall not apply.

9.2. In the event of a dispute, controversy or claim ("Dispute"), arising out of or in connection with the Agreement, including any question regarding the existence, validity or termination, the parties shall use their best endeavours to immediately resolve the Dispute amicably. If, within a period of three (10) days, the parties fail to resolve amicably all disputes or claims arising out of or in connection with this Agreement including disputes relating to its validity, breach, termination or nullity, then such dispute or claim shall be finally settled by arbitration in accordance with Rules of Arbitration of the International Chamber of Commerce by 3 arbitrators appointed in accordance with these rules. The arbitration shall be held in Vienna, Austria (unless another location can be mutually agreed) and the language of the proceedings shall be English. Both Parties further acknowledge and confirm that the arbitration award shall be final and binding upon all Parties, not subject to any appeal. Notwithstanding the foregoing, either Party may apply to any court of competent jurisdiction for an injunction or other interim relief in support of arbitration and no such application will be deemed incompatible with or a waiver of the terms of this Agreement.

10. MISCELLANEOUS

10.1. Customer agrees that it will not transfer or assign these terms or your rights and obligations by any means or operation of law without TTTech Industrial's permission. These terms do not create any third-party beneficiary rights.

10.2. The parties to this Agreement are independent contractors, and neither party is authorized to act on behalf of the other or to bind the other to any third party. This Agreement does not establish any relationship of agency, partnership, or joint venture.

10.3. Only a written agreement signed by TTTech Industrial and Customer can modify this Agreement. No waiver of any provision of this Agreement shall be effective unless in writing setting forth the provision waived and signed by an authorized representative of the party waiving its rights. Neither party shall by mere lapse of time without giving notice or taking other action hereunder be deemed to have

waived any breach by the other party of any provisions of this Agreement. The waiver by either party of a particular breach of this Agreement by the other party shall not be construed as, or constitute, a continuing waiver of such breach, or of other breaches of the same or other provisions of this Agreement.

10.4. This Agreement constitutes the entire agreement between Customer and TTTech Industrial concerning the subject matter hereof. Other terms, in particular pre-printed terms of Customer in purchase orders, acknowledgements or similar documents do not apply. If it turns out that any provision of these terms is not unenforceable, such provision will be construed as limited to the extent necessary to be consistent with and fully enforceable under the law and the remaining provisions will remain in full force and effect. No waiver or failure to assert a right under these terms shall be deemed a further or continuing waiver of such right or any other right. Unless otherwise specified, remedies are cumulative.

10.5. Any and all notices required or permitted to be made under this Agreement shall be in writing and delivered in person or by courier or overnight carrier or by registered mail, return receipt requested, with the proper postage affixed to the addresses set forth above. All such notices shall be effective upon receipt.