SOFTWARE AND PRODUCT LICENSE AGREEMENT

Taurob GmbH

Version 1, 10.03.2025

CONFIDENTIAL

Foreword

IMPORTANT - READ CAREFULLY BEFORE INSTALLING OR USING: This **Software and Product License Agreement** ("Agreement") is a legally binding contract between the end user ("Licensee") and **Taurob GmbH**, having its principal place of business in **Vienna, Austria** ("Taurob"). This Agreement governs the use of the Taurob Robotics Software and related hardware ("Product"). By installing or otherwise using the Product, Licensee agrees to be bound by the terms and conditions of this Agreement. If Licensee does not agree, it must promptly return the Product for a refund, if applicable.

1 Scope

1.1 This Agreement applies to the **Taurob Robotics Software** and the **Taurob robotic systems** ("Product"), developed by Taurob or its licensors. The Product includes:

- Robotic Systems,
- Computers and/or portable devices,
- Embedded software and firmware,
- Software updates and upgrades,
- Documentation,
- Any related proprietary elements provided by Taurob.

1.2 The Agreement applies to both **autonomous operation** and **teleoperated control by a human operator**.

1.3 The Software may include components licensed from third parties. Special terms applicable to such third-party components shall prevail over this Agreement in case of conflicts.

2 License Grant and Restrictions

2.1 Taurob grants Licensee, for the solely internal business operations of the Licensee, a non-exclusive, non-transferable, limited right to use the Product installed on computers (either physical, virtualized or online cloud), whether sold or rented by Taurob as a supplier, or owned by the Licensee but approved by Taurob as complying with operational requirements.

2.2 Licensee **shall not**:

- Reverse engineer, decompile, decrypt, or disassemble the hardware, the software or firmware,
- Modify, adapt, or create derivative works based on the software,
- Transfer, rent, lease, sublicense, or distribute the Product to third parties,
- Remove or alter any proprietary notices,
- Use the Product in any manner that allows third parties to bypass security mechanisms or licensing controls.

2.3 Licensee agrees that **all intellectual property rights** related to the Product remain the exclusive property of Taurob or its licensors.

2.4 **Single License Use**: Each license may only be applied to **one specific deployment instance**, which may include any number of robots as specified by the purchased amount and any subsequent additional robot purchases. Licensee acknowledges and agrees that attempting to use, copy, or clone the license beyond the authorized deployment instance constitutes a material breach of this Agreement and may result in immediate termination of granted rights. Furthermore, Taurob reserves the right to pursue legal action, including but not limited to financial penalties and injunctive relief, to prevent further violations of this Agreement.

3   Warranty and Limitation of Liability

3.1 **No Warranty:** The Product is provided **"as is"** without warranties of any kind, express or implied, including but not limited to **merchantability, fitness for a particular purpose, and non-infringement.**

3.2 **Limitation of Liability:** Taurob shall not be liable for any **indirect, special, incidental, consequential, or exemplary damages,** including but not limited to loss of business, revenue, profits, or data, arising out of the use or inability to use the Product.

3.3 **Operational Risks:** Licensee acknowledges that **both autonomous and teleoperated use** of the Product involve risks. Taurob shall not be liable for any **damage to property, personal injury, or death** caused by:

- Use of the Product in hazardous environments,
- Improper operation by Licensee,
- Malfunctions resulting from modifications or unauthorized use.

3.4 **Environmental Damage Exclusion:** Taurob shall not be responsible for any **direct or indirect environmental damage** arising from the use, malfunction, or unintended operation of the Product. This includes but is not limited to:

- Pollution, contamination, or hazardous material leakage,
- Impact on wildlife, ecosystems, or protected areas,
- Any legal or regulatory violations concerning environmental damage.

3.5 **Legal Compliance:** Licensee is responsible for ensuring compliance with all applicable safety, environmental, and operational regulations.

4 Termination

4.1 This Agreement is effective upon **installation and use** of the Product and continues until terminated by either party. Termination of this Agreement shall not be possible without the return of the Product, and/or the cease of all use thereof.

4.2 Taurob may terminate this Agreement if Licensee:

- Violates any term of this Agreement,
- Fails to comply with **export control laws,**
- Uses the Product outside of permitted applications,
- Attempts to use the license for multiple instances in violation of **Section 2.4.**

4.3 Upon termination, Licensee must **immediately stop using the Product** and return or destroy all copies of the software.

5   Governing Law and Dispute Resolution

5.1 This Agreement shall be governed by and construed in accordance with the **laws of Austria.**

5.2 Any disputes arising from or in connection with this Agreement shall be submitted **exclusively to the jurisdiction of the Vienna Commercial Court (Handelsgericht Wien), Austria.**

6   Miscellaneous

6.1 **No Assignment:** Licensee may not transfer its rights or obligations under this Agreement without prior written consent from Taurob.

6.2 **Severability:** If any provision of this Agreement is found to be unenforceable, the remaining provisions shall continue in full force and effect.

6.3 **Entire Agreement:** This Agreement constitutes the entire agreement between the parties regarding the Product and supersedes any prior agreements or understandings.

6.4 **Compliance with Export Laws:** Licensee acknowledges that the Product may be subject to **Austrian and EU export control regulations.** Licensee agrees not to export, re-export, or transfer the Product without prior authorization where required by law.