

## Mech-Mind Software Product End-User License Agreement

This Agreement applies to the following software as well as their upgrades and updates.

No.	Software Name	Description
1	Mech-Eye SDK	Software Development Kit for Mech-Eye Industrial 3D Cameras Mech-Eye SDK includes camera application program interface Mech-Eye API, camera configuration and data visualization software Mech-Eye Viewer, and user manual. It helps obtain images and point clouds that fit requirements using Mech-Eye Industrial 3D Cameras.
2	Mech-Center	Communication Hub and Control Center It provides standard interface protocols and can help customers customize communication services, thus implementing communication with external devices and jointly completing smart manufacturing tasks with vision-guided robots.
3	Mech-Viz	Intelligent Robot Programming Environment A cutting-edge robot intelligent programming software that has a visualized and coding-free programming workspace and can make a simulation with one click. It has built-in intelligent algorithms such as path planning, collision detection, etc., and has an adapted robot gallery including models of many major brands.
4	Mech-Vision	Graphical Machine Vision Software A cutting-edge machine vision software. Through its fully graphical interface, advanced machine vision applications such as piece picking, high precision positioning, assembly, industrial inspection/measurement, and automatic path planning can be completed without writing code.
5	Mech-Mind User Manual	The Mech-Mind User Manual helps quickly understand various application solutions provided by Mech-Mind Robotics. The manual includes the introductions and instructions of Mech-Vision, Mech-Viz, and Mech-Center.
6	Mech-DLK	Deep Learning Platform Software With a variety of built-in industry-leading AI algorithms and through intuitive and simple UI interactions, it helps customers solve complex problems, including overlapping object recognition, highly difficult defect detection, and product grading and classification, etc., thus helping improve production efficiency and yield, and reduce labor costs. It is suitable for industries including consumer electronics, new energy, automobiles, home appliances, logistics, etc.

## **1. General**

1.1 This Mech-Mind Software Product End-User License Agreement (“Agreement” or “License Agreement”) is a legally binding Agreement between the End-User (“you”) of Mech-Mind software products and Mech-Mind Robotics Technologies Ltd. and its affiliates (“Mech-Mind”) that sets forth the terms and conditions governing your download, installation, copying, and use of one or several of Mech-Mind software products (“Licensed Software”). Provided that the applicability and completeness of this Agreement is changed due to reasons such as the update or upgrade of a Licensed Software to which this Agreement applies, Mech-Mind will amend this Agreement as appropriate, and if such amendments involve changes to your substantive rights, Mech-Mind will notify you by website announcement or other appropriate means.

1.2 Please read this Agreement carefully before you use the Licensed Software. Any download, installation or use of the Licensed Software or purchase or use of Mech-Mind Equipment with the Licensed Software preloaded will be deemed as your agreement to be bound by this Agreement in its entirety. If you do not agree to any of the terms of this Agreement, please do not download, install or use the Licensed Software and click on “**Cancel**” (if available). Meanwhile, please stop using the Licensed Software and delete all copies of the Licensed Software immediately. If the Licensed Software is preloaded on or tied to Mech-Mind Equipment and cannot be used independently, please do not purchase or use such Equipment. If you have made your purchase, please contact Mech-Mind. You may return the Equipment to Mech-Mind, subject to Mech-Mind’s applicable warranty or return policy (if any).

1.3 This Agreement may be modified due to changes in national policies, product and software upgrades, product rules, or objective circumstances for the performance of this Agreement. The modified Agreement will be posted on the Mech-Mind website and distributed with the updated or upgraded Equipment and/or software installation packages. Should you have any objection to the modified Agreement, please stop using the Licensed Software and contact Mech-Mind immediately. If you continue to use the Licensed Software, it is deemed that you have agreed to all modifications to this Agreement.

1.4 When you use services provided by any third parties through the Licensed Software, it is recommended that you read through and understand all applicable terms and agreements carefully before using the services.

## **2. Definitions**

2.1 “End-User” means the user who obtains the permission to use the Licensed Software through lawful means such as purchasing Mech-Mind Equipment directly from Mech-Mind or from authorized resellers or agents.

2.2 “Licensed Software” refers to computer programs developed by Mech-Mind

independently or jointly with third parties, or legally licensed by third parties, including, but not limited to, firmware, applications, client software, platform software and mobile applications, as well as images, photographs, icons, animations, audio, video, music, text, part or all of the code included in and printed materials such as manuals, instructions, and brochures related to the aforementioned programs. Mech-Mind provides the Licensed Software to End-User by preloading the Licensed Software on Mech-Mind Equipment, providing the installation packages in stand-alone storage media, displaying the installation packages on the Mech-Mind website for download, etc. The Licensed Software under this Agreement includes updates or upgrades released after this Agreement becomes effective.

2.3 “Mech-Mind Equipment” (“Equipment”) means 3D industrial cameras and other hardware products of Mech-Mind’s own brand designed, developed, produced or manufactured by Mech-Mind independently or jointly with third parties. For the purpose of this Agreement, Mech-Mind Equipment under this Agreement specifically refers to hardware products with Licensed Software preinstalled or whose normal use requires the Licensed Software to be equipped otherwise.

2.4 “Intellectual Property” means all pending and registered copyrights, trademarks, patents, know-how, trade secrets, mask works, and other similar rights protected by applicable law, which are recognized in any jurisdiction worldwide.

2.5 “Affiliate” means an entity which controls, is controlled by or is under common control with a party hereto, where “control” means that the controlling party directly or indirectly has the beneficial ownership of more than 50% (fifty percent) of the controlled entity’s shares or ownership interest, giving the power to direct or cause the direction of the general management of the controlled entity. An entity shall be an Affiliate only during the time when such control exists.

2.6 “Documentation” refers to written documentation, manuals and help contents made generally available by Mech-Mind to aid the installation and use of the Licensed Software.

2.7 “Confidential Information” means the terms of this Agreement and trade secrets, technical secrets and other confidential materials and information (including, but not limited to, intellectual property, technical plans, design requirements, service contents, implementation methods, operation procedures, technical specifications, software suite, databases, operating environment, operating platform, test results, drawings, samples, models, user manuals, technical documents, documents involving trade secrets) known or obtained as a result of performing this Agreement.

### **3. Grant of License**

3.1 Subject to your compliance with this Agreement, Mech-Mind grants you a limited, non-exclusive, revocable, non-transferable, non-sublicensable, limited copyright license. You may download, install, use, display, and run the Licensed Software for your own use

(non-commercial) on the Equipment on which the Licensed Software is preinstalled or on a computer device that operates in conjunction with the Equipment. Unless otherwise expressly provided, Mech-Mind does not grant you any other rights with respect to the Licensed Software.

3.2 The Licensed Software is under protection by copyright laws and international copyright treaties as well as other intellectual property laws and treaties. You may make one backup copy of the Licensed Software for the purpose of using the Licensed Software. The backup copy must contain all copyright information contained in the original Licensed Software.

3.3 Any other rights not expressly granted herein shall remain reserved by Mech-Mind, and you must obtain additional written permission from Mech-Mind to exercise such rights. Mech-Mind's failure or defer to exercise any of the foregoing rights does not constitute a waiver of such rights.

3.4 To prevent unauthorized use of the Licensed Software, Mech-Mind may take precautionary measures to block all or part of the functionality of the Licensed Software. You must obtain a formal license from Mech-Mind or resellers or agents authorized by Mech-Mind to ensure your normal use the Licensed Software.

#### **4. Restrictions**

4.1 Your use of the Licensed Software is limited to reproducing the functionality of the Licensed Software itself and you are not authorized to reproduce the Licensed Software, either in whole or in part, except for the purpose of normal use, backup or archival. Without Mech-Mind's prior written permission, you may not provide the Licensed Software to anyone, in whole or in part (including object code and source code), in any form, such as sale, resale, rental, sublicense, loan or distribution, whether or not for commercial purposes.

4.2 Unless expressly authorized by Mech-Mind, you may not modify, reverse engineer, decompile or disassemble the Licensed Software, or integrate the Licensed Software with third-party software through API or SDK, create derivatives, permit the Licensed Software or any part thereof to be combined or merged with any other product or program. If you need to update or upgrade the Licensed Software for applicability or other reasons, you shall submit a written proposal to Mech-Mind, and Mech-Mind will determine whether to make changes to the Licensed Software according to the actual circumstances. Nevertheless, you understand that the Licensed Software is not a customized product in most cases, and Mech-Mind has the right to decide whether to adjust the Licensed Software at its own discretion. Therefore, you may not claim any breach of this Agreement or compensation against Mech-Mind for this reason.

4.3 The Licensed Software is licensed to you for your own use as an end-user, and you may not use the Licensed Software for commercial purposes such as sales.

4.4 You shall not infringe Mech-Mind's intellectual property rights or the intellectual property rights of any third party involved in the Licensed Software, nor shall you remove any copyright information or logos from the Licensed Software, copies of the Licensed Software and documentation included in the Licensed Software. In addition, this Agreement does not grant you any rights in relation to any trademarks or service marks owned by Mech-Mind.

4.5 You may not use the Licensed Software for any unlawful purpose in any unlawful manner or in any manner that violates this Agreement, or commit fraudulent or malicious acts such as hacking into the Licensed Software or inserting malicious code, such as viruses or harmful data, into the Licensed Software.

4.6 You may not use the Licensed Software to transmit false, defamatory, unethical or otherwise objectionable content.

4.7 You may not attempt at or implement the removal of license protection mechanisms from the Licensed Software or use the Licensed Software in a manner that could damage, destroy, overload, affect or impair the Licensed Software, or that could interfere with other users.

4.8 You may not use the Licensed Software for any other unlawful purpose, and you understand that any organization or individual using the Licensed Software to distribute, copy and transmit the Licensed Software in any way that serves the public and for its own specific purposes must obtain Mech-Mind's prior consent to do so, or otherwise it will be deemed an infringement.

4.9 If you fail to comply with the terms of this Agreement, without prejudice to other rights, Mech-Mind may terminate this Agreement and reserves the right to pursue your liability through legal proceedings. In such event, you may be required to destroy all copies of the Licensed Software and all parts thereof.

## **5. Intellectual Property Rights**

5.1 Except expressly authorized by Mech-Mind hereunder, Mech-Mind retains all rights and interests in the Licensed Software, including, but not limited to, all intellectual property rights.

5.2 All title and intellectual property rights in and to the Licensed Software (including, but not limited to, any images, photographs, animations, text and additional programs (applets) contained in the Licensed Software), the accompanying printed materials, any copies of the Licensed Software and derivative works thereof as well as any other trademarks, patents, know-how and other rights of Mech-Mind that may be involved, are owned by Mech-Mind. You do not acquire any other rights, express or implied, beyond the limited license set forth in this Agreement, and you shall retain any declaration marks appearing therein in good faith and shall not delete or modify these marks without prior permission.

## **6. Confidentiality**

6.1 With the exception of cases deemed as essential for the performance of this Agreement, you may not disclose to any third party the Agreement itself or anything contained therein during the performance of the Agreement and thereafter without prior written consent of Mech-Mind, including, but not limited to, Mech-Mind's trade secrets and technical secrets.

6.2 Prior to any disclosure to any third party, you shall obtain an unconditional agreement in writing from the third party to keep strictly confidential anything disclosed to it pursuant to this clause, and shall produce this Agreement at the request of Mech-Mind.

6.3 The obligations to maintain confidentiality under this Agreement shall survive the termination of this Agreement.

## **7. Disclaimer**

7.1 The Licensed Software is provided to you on an "AS IS" basis and, except as expressly permitted hereunder, Mech-Mind makes no representations, guarantees or conditions, whether express or implied, about the merchantability, the specific use, the achievable service, the authenticity, timeliness and integrity of the data generated, the title and non-infringement, etc., by and of the Licensed Software. You will have to use the Licensed Software at your own risk.

7.2 Mech-Mind shall not be liable for any software malfunctions or failures due to accidents or your inappropriate use of the Licensed Software (such as abuse, misuse, and unauthorized modification), or any security compromise, loss or damages to and of data and information of your computer or other equipment due to, but not limited to, network service quality, viruses, Trojan programs, malicious programs, or illegal intrusion by others.

## **8. Limited Liability**

8.1 TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL MECH-MIND BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE LICENSED SOFTWARE OR SERVICES OR ANY THIRD PARTY SOFTWARE OR APPLICATIONS IN CONJUNCTION WITH THE LICENSED SOFTWARE OR SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), AND YOU PROMISE NOT TO ASSERT A CLAIM AGAINST MECH-MIND FOR THE AFOREMENTIONED PERSONAL INJURY OR DAMAGES, EVEN IF MECH-MIND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH

## DAMAGES.

8.2 SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall Mech-Mind's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of the license fee that you paid for the Licensed Software. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

### **9. Personal Data**

9.1 Your use of the Licensed Software will not lead to Mech-Mind actively collecting any personal information of natural persons in your organization, except: 1) when you or someone in your organization contacts Mech-Mind for customer service or use any other customer support tools, wherein Mech-Mind may collect necessary information such as names, emails, IP addresses or log files in order to provide better customer support; and 2) when you activate, renew or deactivate a license you purchased from Mech-Mind or an authorized reseller, where in Mech-Mind may collect information about your computer equipment, such as a unique device ID, to verify your license. Under the foregoing circumstances, any data collection and processing shall be compliant with applicable data protection regulations.

### **10. Export Control**

10.1 You shall comply with all export and import control laws and regulations and rules relating to economic sanctions applicable to the Licensed Software hereunder, as well as restrictions applicable to the use and destination of the Licensed Software hereunder.

10.2 You must understand that the technical data and software you obtained shall not be exported, re-exported or transferred to or used by (i) any sanctioned or embargoed countries/regions, or nationals or residents of such countries/regions; (ii) any restricted End-Users listed on any applicable End-User lists (iii) any persons or organizations whose use of those technical data and software involve nuclear weapons, chemical/biological weapons, rocket systems, or unmanned aerial vehicles without the authorization from China or other competent governments.

10.3 You undertake that you are not located in a U.S. embargoed country or a country designated by the U.S. Government as a "terrorism-supporting" country.

### **11. Liquidated Damages**

11.1 If you or any third party authorized by you causes any damage to Mech-Mind or any other third party as a result of a breach of relevant laws, regulations or any of the terms and conditions under this Agreement, you agree to bear full liability for all damages therefore

resulted.

11.2 You understand that any breach of this Agreement may cause Mech-Mind irreparable harm for which money damages alone would be inadequate. In addition to damages and any other remedies to which Mech-Mind may be entitled, you agree that Mech-Mind may, to the extent allowed by applicable law, seek injunctive relief to prevent the actual, threatened or continued breach of this Agreement.

## **12. Miscellaneous**

12.1 This Agreement is effective until terminated. Mech-Mind may terminate this Agreement at any time upon your breach of any provision hereof. If this Agreement is terminated, you shall stop using the Licensed Software, permanently delete it from the Equipment where it is installed, and destroy all copies of the Licensed Software and Documentation in your possession. The terms of this Agreement that should by their nature survive the termination shall so survive.

12.2 This Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the People's Republic of China, excluding its conflict of law principles. In the event that any provision of this Agreement contradicts with applicable law or is held to be partially invalid or unenforceable, that provision shall be deemed severable from the remainder of this Agreement and shall in no way affect the validity or enforceability of the other provisions of this Agreement, i.e., the remainder shall remain valid and binding between you and Mech-Mind.

12.3 Should any dispute arise between you and Mech-Mind, such dispute shall be firstly settled through friendly negotiation. If such attempt fails, you agree to submit the dispute to a competent court in the place where Mech-Mind is legally registered.

12.4 The headings of this Agreement are inserted for the convenience of understanding only and neither constitute a part of this Agreement nor affect in any way the meaning or interpretation of this Agreement.

12.5 You may not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any rights or obligations hereunder, whether voluntarily or involuntarily, by operation of law or otherwise, without Mech-Mind's prior written consent. Any purported assignment, transfer or delegation by you is null and void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

12.6 Unless otherwise agreed or specified, this Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements or representations concerning the subject matter hereof, whether written or oral. This Agreement may not be modified or amended without Mech-Mind's prior and express written consent, and no other act, document, usage or custom shall be deemed an amendment to or modification of



this Agreement.

Update Date: July 15, 2022