

End User License Agreement (EULA)

bossdevice RESEARCH

between

sync2brain GmbH, Jasminweg 23, 72076 Tuebingen, Germany,

– hereinafter referred to as „sync2brain“–

and the

End User who has purchased a bossdevice RESEARCH,

– hereinafter each referred to as the “End User” –

1. **Scope and Conclusion of this EULA**

- 1.1. With this EULA, a license regarding the firmware for the bossdevice RESEARCH to the End User by sync2brain is to be granted subject to the stipulations below. This EULA does not cover any other bossdevice model other than a bossdevice RESEARCH.
- 1.2. This EULA is concluded between sync2brain and the End User upon its express acceptance by the End User on the website before downloading the firmware (hereinafter referred to as the “Firmware”).

2. **Obtaining the Firmware and license**

- 2.1. The End User may obtain a copy of the Firmware through the download area of sync2brain’s website.
- 2.2. The login credentials (i.e. serial number and license key) required for accessing the download area of sync2brain’s website and the conclusion of this EULA are provided by one of sync2brain’s distributors in connection with the acquisition of a bossdevice RESEARCH or another hardware device incorporating a bossdevice RESEARCH. Other login credentials shall not be used to obtain the Firmware or license.

3. **Open-Source- and Third-Party-Software**

This EULA shall neither apply to open-source software nor any other software products of third parties that are provided together with or in relation to the Firmware (hereinafter jointly referred to as “Third-Party-Software”). These include but are not

limited to the Operating System “QNX” and third-party kernel modules (also referred to as “drivers”).

4. Granting and Extent of License for the Firmware

4.1. Upon conclusion of this EULA, sync2brain grants to the End User a non-exclusive and non-sub-licensable right, without restriction in terms of time, to use the Firmware in connection with one single bossdevice RESEARCH which is cumulatively used

- **only for research purposes,**
- **only regarding healthy people** (e.g. no patients),
- **not** for any of the following:
 - diagnosis, prevention, monitoring, prediction, prognosis, treatment or alleviation of disease,
 - diagnosis, monitoring, treatment, alleviation of, or compensation for, an injury or disability,
 - investigation, replacement or modification of the anatomy or of a physiological or pathological process or state, and/or
 - providing information by means of in vitro examination of specimens derived from the human body, including organ, blood and tissue donations,
- **not** for driving, controlling or influencing a medical device or any product listed in Annex XVI of the Regulation 2017/745 (MDR)
- **not** as an accessory for a medical device regarding the input or output channels,

(hereinafter referred to as a “Perpetual License”). For the purpose of this EULA it is irrelevant if the End User has acquired a stand-alone bossdevice RESEARCH or another device incorporating a bossdevice RESEARCH.

4.2. End User shall not rent or lease the Firmware or sublicense it, make it available to the public, or make it available to any third party whether or not in return for payment.

4.3. The conditions in this section 4 are part of the material limitations of the license granted, i.e. the End User is only granted a license in such a way that the material license itself comes with these limitations.

5. Updates, Upgrades, Bugfixes etc.

The provisions of this EULA shall be applicable also to any updates, upgrades, new versions, bug fixes, patches or any other modified version that sync2brain releases or provides to the End User in any way.

6. Statutory Rights

The rights arising out of § 69d and § 69e of the German Act on Copyright and Related Rights (Urheberrechtsgesetz – UrhG) are not limited by this EULA.

7. Severability Clause, Applicable Law, Place of Jurisdiction, Miscellaneous

7.1. If any provision of these Terms and Conditions or any provision within any contract between sync2brain and the End User is or becomes invalid, this shall not affect the effectiveness of any other provision or agreement.

7.2. The law of Germany shall apply to the contractual and other legal relationships between sync2brain and the End User to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

7.3. The exclusive place of jurisdiction for all disputes arising between sync2brain and the End User shall be Tuebingen, Germany. Notwithstanding the above, sync2brain shall be entitled to commence legal proceedings in relation to the assertion of any claim against the End User at their general place of jurisdiction.

Tuebingen, May 2022