



Bosch Security Systems Pty. Ltd. ABN 36 068 450 171
of Level 2, 21 Solent Circuit, Baulkham Hills NSW 2153

(referred to as "Bosch")

1. Application Of Schedule

- 1.1 In accordance with clause 1.1 of Bosch's Terms of Delivery and Sale (Terms), this Schedule forms part of the Contract between you and Bosch where you purchase goods from Bosch's Security System division.
- 1.2 Any capitalised terms used but not defined in this Schedule have the meaning given to them in the Terms.
- 1.3 Should there be any inconsistency between this Schedule and the Terms, this Schedule will prevail to the extent of the inconsistency.

2. Documents

- 2.1 All technical information in relation to products and maintenance remains the property of Bosch and, except where intended to serve as instructions for use or advertising matter, may not be utilised, copied, reproduced, transmitted or communicated to third parties without the prior written consent of Bosch.
- 2.2 Where you require additional copies of documents and/or certificates, Bosch reserves its right to charge you document and handling fees at rates set by Bosch from time to time.

3. Testing

- 3.1 The products are inspected and, where feasible or when required by law, submitted to a standard factory test before dispatch. If additional or extraordinary testing in the presence of you or your representative is required, these must be specified by you at order entry and shall, if agreed by Bosch, be made before dispatch.
- 3.2 All costs connected with such extraordinary tests will be charged to you. In the event of any delay on your part in attending such tests after 14 days' notice that the products are ready to be tested, the tests will proceed in your absence and shall be deemed to have been made in your presence.

4. Reverse Engineering

- 4.1 Without prior consent of Bosch, you may not undertake any observation, examination, or reverse engineering of a product provided for use by Bosch.
- 4.2 Further to 4.1, with respect to software, you are not entitled to process, change, reverse engineer, decompile or disassemble the program code thereof of parts therefrom or to otherwise establish the source code or to produce works derived from the Software.

5. Data Use and Protection

- 5.1 Bosch shall have the right, insofar as is permitted by law, to store, use, transfer and/or exploit all the information contributed and created you in connection with the Software, except for personal information, beyond the purpose of the Contract for any purposes such as, for example, statistical, analytical and internal purposes. This right shall be unlimited and irrevocable.
- 5.2 Insofar as personal information is processed, Bosch complies with the Australian Privacy Act 1988 and the Australian Privacy Principles.

6. Licencing and Software

- 6.1 The description of the Software is set out in the Documentation which you will be provided with on request before entering into the Contract.
- 6.2 The Software comprises, as far as feasible, the executable program code and the corresponding Documentation in electronic form, and installation instructions unless the Software self-installs.
- 6.3 Subject to 6.1, the source code does not form part of the subject matter of the Contract.
- 6.4 Unless otherwise agreed, Software is delivered or made available for downloading in the version named in the Documentation. You are responsible for installation of the Software. If the Software is provided for use on a data medium or is pre-installed, this might not contain the version named in the Documentation. The delivery obligation of Bosch shall be met by providing the actualisation. You are obliged to perform the actualisation.
- 6.5 Delivered products may not contain latest version of firmware. For best possible functionality, compatibility, performance and security, you undertake to check for and update delivered products to latest firmware version before putting them into operation. In order to do so, please follow the instructions set forth in the user manual. Bosch assumes no liability whatsoever for any damage caused by the fact that delivered products have been put into operation with outdated firmware.

7. Free and Open Source Software

- 7.1 The Software may contain free and open source software and third-party software under a royalty-free license (FOSS). You will be provided with an up-to-date list of the FOSS contained and the corresponding applicable FOSS license terms when the Software is delivered. If the Software contains a FOSS component, your dealing with such FOSS component shall be primarily governed by the corresponding FOSS license, with priority over any conflicting license terms of the offered product or associated software, with which you agree to comply. Some FOSS may require fulfillment beyond the pure information provided. In such case, you are entitled to request this additional open source fulfillment from Bosch. Upon request Bosch will provide this additional open source fulfillment to you according to 7.5.
- 7.2 The rights under the FOSS licenses are being granted to you, and in the event of you passing on a copy of the product to another party, the terms

and conditions of the respective FOSS-Licenses apply to the distribution of any included FOSS (in some cases, the FOSS license provides a direct license from the author/licensor of the FOSS to the third party). For many FOSS licenses, Bosch itself can neither grant nor obtain these rights for you. The applicable FOSS licenses are available on the internet address of the provider of the FOSS or will be made available by Bosch upon your request.

- 7.3 Bosch reserves the right to, over the course of actualizations (including updates, up-grades, respectively patches or bugfixes) or a new version, introduce new or updated FOSS into the Software. The corresponding FOSS license(s) will be provided with the delivery of the actualization. Furthermore, 7.1 shall apply accordingly.
- 7.4 FOSS included in the Software has no impact on the sales price of the Software and thus will be provided without license fees or any other monetary compensation.
- 7.5 Beyond the fulfillment of its own license obligations stemming from included FOSS, Bosch does not render any support services that serve the fulfillment of your license obligations stemming from any included FOSS.
- 7.6 If software products are also made available from third-party providers and these are not to be regarded as FOSS, Bosch reserves the right to transfer them subject to the corresponding exclusive terms and conditions of the third-party provider. These software products may solely be used in connection with the product.

8. Rights of Use

- 8.1 Upon delivery of the Software, you shall be given the non-exclusive, perpetual right, to use the Software in accordance with the respective Licence Type and in compliance with the specifications of the Documentation pursuant to these Terms. The use is only permitted in the agreed countries of destination. In the absence of an explicit agreement, this is the country in which you have your administrative seat.
 - 8.2 You may only engage third parties to conduct the measures in compliance with 7.3 which are not competitors of Bosch, unless you demonstrate that the risk of divulging Bosch's Confidential Information is excluded.
 - 8.3 If Bosch provides you with updates (including upgrades, updates and/or patches or bugfixes) and/or a new version of the Software, these are also subject to this Schedule, except to the extent that they are part of a separate agreement. Once the new Software version has been installed, your rights to the previous version shall end after a transition phase of one month.
 - 8.4 Where you are required to return the Software to Bosch, you agree to erase all data media, Software copies, including back-ups and the Documentation and provide written confirmation to Bosch upon request.
 - 8.5 You may not grant sub-licenses. You may, however, transfer the granted right of use to third parties, whilst discontinuing your own use, upon fulfillment of the following conditions:
 - (a) If the Software was acquired together with a Target Hardware device, the Software may only be passed on to third parties for use in connection with this Target Hardware. This applies to Floating Licenses, subject to the condition that they may only be transferred to third parties by you if they are transferred in total and, if applicable, together with each Target Hardware device which the Software may be used on.
 - (b) You must ensure that the third party is not granted any further rights of use to the Software than those to which you are entitled under the Terms and this Schedule and that at least those obligations arising from these Terms and the Schedule with respect to the Software are imposed on the third party. In the event of a right of use being transferred to a third party, you are obliged to surrender to the third party all the copies supplied to or created by you or to erase them. If you transfer your right to use the Software, you shall also hand over the Documentation to the third party.
 - 8.6 All further rights to the Software that are not explicitly granted, also including, in particular, all rights to the trade mark and to other intellectual property in the Software shall remain with Bosch. Designations of the Software, in particular copyright notices, trademarks, serial numbers and the like may not be removed, changed or obliterated.
- 9. Your Obligations**
- 9.1 You are responsible for your hardware and software environment being compliant with the system requirements of the Software; in case of doubt, you shall obtain advice from Bosch and/or from specialist third parties before entering into the Contract.
 - 9.2 It is partially possible to use the Software to influence or control an electronic system. Therefore, taking account of the risk analysis, the Software may be operated (and if necessary, to be installed) solely by qualified specialist personnel.
 - 9.3 You shall inform Bosch of possible errors in the Software without undue delay. In this context, you shall provide all the necessary information at the request of Bosch. You shall permit Bosch to access the Software in order to troubleshoot and rectify the errors; at the election of Bosch this shall be either on premise and/or by remote access.

- 9.4 You shall secure the Software against being accessed by unauthorized third parties by taking suitable measures, in particular storing all the back-up copies of the Software and the Documentation in a safe place.
- 9.5 Bosch has the right to examine whether the Software is being used in compliance with the Licence Type. To this end, Bosch may require information from you and may inspect your books and documents, including your hardware and software environment, insofar as, as a result, details can be obtained on the extent of usage of the Software. To this end Bosch shall be granted access to your business premises during normal working hours after having given advance notification of at least two weeks. You shall ensure, to an extent that can be reasonably expected, that the audit can be conducted by Bosch and shall collaborate in the audit. Bosch shall use all the information it acquires during the audit only for vetting compliance with the Licence Type. You may demand that the audit be conducted on site by an agent of Bosch committed to professional secrecy. The costs of the audit shall be borne by Bosch unless the audit reveals that there is a Shortfall in Licence Cover. In this case you shall bear the costs of the audit.
- 9.6 In the event of a Shortfall in Licence Cover, you shall pay the unpaid remuneration on the basis of the valid general price list for comparable services at the time when the short-fall is discovered plus liquidated damages in an amount equal to 10% of the value of the Shortfall in Licence Cover. You may evidence that the damage was lower. In addition, you shall discontinue every Shortfall in Licence Cover without undue delay.
- 9.7 You shall take reasonable precautions in case the Software fails to work properly either in whole or in part (e.g. by means of daily data back-up, malfunction diagnosis, regularly examining the data processing results). Unless you explicitly indicate otherwise in advance, Bosch may assume that there has been a back-up of all your data which Bosch can come into contact with.

10. Definitions

In this Schedule, unless the context otherwise requires:

Documentation means all the information necessary to be able to work with the Software in accordance with the designated purpose.

goods means material items for delivery contained in the scope of delivery of Bosch.

Licence Type means the scope of the Software use and the number of users. Bosch distinguishes between the following Licence Types:

- (a) **Single or Work Station Licence** means the Software may be used on one single Target Hardware device;
- (b) **Volume, Multiple or Multi Licence** means a specific number of individual licenses;
- (c) **Network, Server, Copy or Floating Licence** means the Software may be installed on a network server and/or on any number of Target Hardware devices incorporated into the local network. In this case the Software may only be used simultaneously on a certain number of Target Hardware devices and/or workstations; and
- (d) **Corporate Licence** means the Software may be used at the agreed establishments of your undertaking.

product means goods and/or Software.

Shortfall in Licence Cover means use of the Software beyond the agreed right of use.

Software means either stand-alone software contained in the scope of delivery from Bosch or software flashed onto goods or Target Hardware.

Target Hardware means goods or a customer device on which the Software is installed.