

**End User License Agreement (EULA)
for Software EV QuickSmart Mobile Application**

1. ACCEPTANCE OF TERMS

IMPORTANT: READ THIS ENTIRE EULA CAREFULLY. THIS IS A LEGAL DOCUMENT UNDER WHICH YOU HAVE CERTAIN LEGAL RIGHTS AND OBLIGATIONS. CERTAIN CAPITALIZED TERMS ARE DEFINED IN SECTION 15 OF THIS EULA

This EULA only covers parts of the Software which are not subject to an open source software or other third-party license (collectively, "Third-Party Licenses"). See Section 8 for additional information regarding Third-Party Licenses.

THIS EULA IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR A COMPANY OR OTHER ORGANIZATION) ("YOU") AND BOSCH SECURITY SYSTEMS, INC. (REFERRED TO HEREIN AS "BOSCH") CONCERNING YOUR ACCESS TO AND USE OF THE APPLICATION SOFTWARE (REFERRED TO HEREIN AS "SOFTWARE"). BOSCH PROVIDES THE SOFTWARE TO YOU IN EXCHANGE FOR YOUR PURCHASE OF THE SPEAKER.

THIS EULA REQUIRES **BINDING ARBITRATION** TO RESOLVE ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING IN ANY WAY TO THE EULA OR YOUR ACCESS TO OR USE OF THE SOFTWARE, AND YOU AGREE THAT **ANY SUCH DISPUTE OR CLAIM WILL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION OR ARBITRATION**. PLEASE REVIEW SECTION 12 CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO THE RESOLUTION OF ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING IN ANY WAY TO THIS EULA OR YOUR ACCESS TO OR USE OF THE SOFTWARE.

PLEASE REVIEW THIS EULA CAREFULLY. BOSCH MAY, AT ITS DISCRETION, UPDATE THIS EULA AT ANY TIME WITH OR WITHOUT NOTICE TO YOU. YOU CAN REVIEW THE MOST CURRENT VERSION OF THIS EULA AT [\[https://www.electrovoice.com/permalink/quicksmart-eula\]](https://www.electrovoice.com/permalink/quicksmart-eula). YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS EULA, INCLUDING ANY UPDATES POSTED AT THE URL SPECIFIED IN THE PRECEDING SENTENCE OR OTHERWISE COMMUNICATED TO YOU. BY CLICKING ON THE "ACCEPT" BUTTON OR DOWNLOADING, UPLOADING, INSTALLING, ACCESSING OR USING THE SOFTWARE IN ANY WAY, YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA.

IF YOU ARE UNDER 18 YEARS OF AGE OR THE AGE OF MAJORITY IN YOUR JURISDICTION, WHICHEVER IS GREATER, YOU MUST HAVE A PARENT OR GUARDIAN REVIEW THIS EULA AND ACCEPT ITS TERMS ON YOUR BEHALF. YOU

REPRESENT AND WARRANT THAT YOU ARE: (A) AT LEAST 18 YEARS OF AGE OR THE AGE OF MAJORITY IN YOUR JURISDICTION, WHICHEVER IS GREATER; AND (B) OF LEGAL AGE TO FORM A BINDING CONTRACT.

2. HOW TO AVOID BECOMING BOUND BY THIS EULA

IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS EULA, AND YOU WILL BE ABLE TO USE THE SPEAKER, BUT YOU WILL NOT BE ABLE TO CONTROL ANY OF THE SPEAKER FEATURES WITH YOUR SMARTPHONE OR ELECTRONIC DEVICE.

3. GRANT OF LICENSE AND RESTRICTIONS

A. Your Authorized Use of the Software: Subject to Your compliance with this EULA in all material respects:

(1) If You are an individual person, Bosch grants You a limited, worldwide, royalty-free, non-exclusive, non-transferable, non-sublicensable, revocable license to (a) use the Software, in object code form only, for the Purpose on a Speaker that You own; (b) use such updates for the Purpose on a Speaker that You own; or

(2) If You are a company or any other type of organization, Bosch grants to You the right to designate an individual, or individuals if the Speaker is used by more than one person, within Your organization to have the nonexclusive right to exercise the rights set forth in Section 3.A(1). In this EULA, the term “You” means Your designee if You are an entity.

B. Restrictions on Your Use of the Software: The Software or its components may be used only as expressly authorized in this EULA, and in no other way. You expressly agree **not** to:

(1) use the Software to operate the Speaker:

(a) in any way other than for the Purpose;

(b) with any materials not approved by Bosch;

(c) to engage in any High-risk Activities, including without limitation listening at a higher volume than recommended;

(d) in any way contrary to the U.S. Export Controls Law and Regulations (see Section 9); and/or

(2) use the Software itself in any way prohibited by Section 3.B(1); and/or

(3) copy (other than once in the process of installing the Software or downloading updates, and once for back-up purposes), distribute, rent, lease, loan, assign, or sublicense all or any portion of the Software;

- (4) reverse engineer, decode, decompile, disassemble or otherwise attempt to access or derive the source code or architectural framework of the Software, except as permitted by applicable law;
- (5) modify in any way or prepare Derivative Works of the source or object code of the Software;
- (6) provide the Software to anyone who is not bound by this EULA, or permit, allow, or authorize any other person or entity who is not bound by this EULA to use the Software;
- (7) combine or integrate, or permit any other person or entity to combine or integrate, the Software with any computer program, server, system, network, website, and/or data, or use the Software to combine or integrate the Speaker with any computer program, server, system, network, website, and/or data, without Bosch's express prior written permission;
- (8) use or permit any other person to use the Software in any way that competes with Bosch's products or services, except as expressly permitted by applicable law; and/or
- (9) attempt to transfer Your rights under this EULA, or delegate Your obligations under this EULA, without Bosch's express prior written permission.

C. Using the Software for Safe Operation of the Speaker: You agree that:

- (1) You have read and You understand the Speaker Operating/Safety Instructions and General Safety and Use Warnings (which are packaged with the Speaker and available at <https://www.electrovoice.com/downloads.php#documentation>);
- (2) You agree to abide by the Operating/Safety Instructions when using the Software, and You understand that failure to abide by the Operating/Safety Instructions could result in fire, property damage or serious personal injury.

4. YOUR ASSUMPTION OF RISK AND INDEMNIFICATION OF BOSCH

If You use the Software in any way other than as authorized by Section 3.A of this EULA, in any way contrary to the restrictions or responsibilities set forth in Sections 3.B, 3.C, and 5, or after termination of this EULA, You recognize and agree that YOU DO SO AT YOUR OWN RISK AND HEREBY ASSUME ALL LIABILITY AND ASSUME ALL RISK OF DOING SO, AND ALL LIABILITY RESULTING FROM SUCH USE. Accordingly, Bosch DISCLAIMS any and all liability for, or resulting from, use of the Software in any way other than as authorized by Section 3.A, or in any way contrary to the restrictions or responsibilities set forth in Sections 3.B, 3.C, and 5 of this EULA, whether arising under contract, warranty (including breach of the warranty of merchantability or fitness for a particular purpose), or tort (including negligence or strict liability), or any other theory of liability. You agree to indemnify and to hold Bosch and its parent and subsidiaries harmless from and against any and all claims, demands, liabilities,

damages, losses, expenses, judgments, amounts paid in settlement, and attorneys' fees and costs arising from (1) Your use of the Software in any way other than as authorized by Section 3.A, or in any way contrary to the restrictions and responsibilities set forth in Sections 3.B, 3.C, and 5, and (2) Bosch's enforcement of this EULA against You.

5. CONFIDENTIALITY OF THE SOFTWARE

You acknowledge and agree that parts of the source code for the computer programs underlying the Software are a Bosch trade secret. You agree that any efforts by You to reverse engineer, decode decompile, disassemble or otherwise attempt to access or derive the source code or architectural framework of the Software, or any other efforts to learn the contents of such source code, could result in Your access to or knowledge or disclosure of such trade secrets without Bosch's permission, and that such access, knowledge, or disclosure could violate Bosch's trade secret rights and cause Bosch immediate and irreparable injury, entitling Bosch to obtain a preliminary and/or permanent injunction against You.

6. TERMINATION OF THIS EULA

This EULA is effective and binding until terminated. You may terminate this EULA at any time by returning, destroying, erasing, and/or deleting all copies of the Software, in their entirety, that are in your custody or control. This EULA shall automatically terminate immediately and without notice to You if You fail to comply with any of the terms and conditions of this EULA. Bosch may have other legal rights upon such termination, which it reserves and does not waive. Upon termination of this EULA by either You or by Bosch, You will not be entitled to receive any reimbursement of all or any portion of the purchase price of the Speaker. Sections 3.B, 3.C and 4-14 of this EULA shall remain effective and binding upon You after termination of this EULA. The survival of such sections after termination of this EULA does not give you any right to use the Software in any way after such termination.

7. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

A. Bosch's Rights

- (1) The Software is licensed to You by Bosch, not sold. The Software remains the sole property of Bosch.
- (2) The Software and Speaker are protected by U.S. and foreign laws and treaties relating to Intellectual Property Rights. Bosch and its licensors own all Intellectual Property Rights in the Software and Speaker, including without limitation all right title and interest in or to all copyright, patent, trade secret, and other intellectual rights therein.
- (3) As a condition for being licensed to use the Software under this EULA, You agree not to remove from the Software or the Speaker any statement or notice regarding Intellectual Property Rights, any other notices included or affixed by Bosch, or Bosch's name or trademarks or any other copyright holder.

(4) You acknowledge that the BOSCH and ELECTRO-VOICE names, trademarks, logos, and icons appearing in or on the Software or the Speaker are owned by Bosch. Nothing in the EULA gives You a right to use any of Bosch's trade names, trademarks, service marks, logos, domain names, or other distinctive brand features and You agree not to develop or register any trade names, trademarks, service marks or logos that are similar to those owned by Bosch. You may not refer to the Software in any way that implies that it was created or originated by You, or that You have any rights relating to the Software other than the rights expressly set forth in this EULA. You agree that You will not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) that may be affixed to or contained with the Software.

(5) You agree that you are solely responsible for (and that Bosch has no responsibility to you or any third party for) any data, content or resources that you create, transmit or display through the Software and for the consequences of your actions (including any loss or damage which Bosch may suffer) by doing so.

B. Third Party Rights

(1) The Software is intended to operate the Speaker control features (including without limitation volume and audio) through the use of smartphone or other electronic device. You acknowledge and agree that when using the Software for the Purpose, it is Your responsibility to ensure that You do not infringe any Intellectual Property Rights owned by any third party, or violate any applicable laws or regulations, such as U.S. or foreign Intellectual Property Laws.

(2) You acknowledge and agree that the use of the Software to operate the Speaker to make a duplicate or derivative (in whole or in part) of any audio not created by You may require the permission of third parties. You acknowledge and agree that it is Your responsibility to obtain permission to access or use audio protected by Intellectual Property Rights owned by third parties. In some cases, You may not be able to obtain such permission. Where such permission cannot be obtained, You should not use the audio, and You acknowledge and agree that You will not do so, or that You do so at Your own risk.

(3) You acknowledge and agree that using the Software to operate the Speaker to access audio that infringes any Intellectual Property Rights owned by third parties could result in civil or criminal prosecution and penalties, and You could be liable for money damages, fines, or imprisonment.

8. SOFTWARE PROVIDED BY OTHERS

A. Third-Party Software. The Speaker may be packaged with, and the Software may include, software provided by third parties. Information concerning the Software provided by third parties is available within the mobile application and may also be accessed at <https://www.qt.io/>. Bosch is not responsible for such third-party software, which is governed by separate terms and conditions, not this EULA. You should review the applicable terms and conditions before accessing or using such third-party software.

B. Open Source Software. The Software may include open source software components. For information about such components, please review information provided on the Speaker or visit <https://doc.qt.io/qt-5/licenses-used-in-qt.html>.

9. U.S. EXPORT CONTROLS LAWS AND REGULATIONS

The Software is subject to U.S. Export Administration Regulations (“EAR”). Accordingly, You agree to comply with the EAR prior to exporting the Software from the United States or re-exporting the Software from one foreign country to another, including obtaining the necessary authorizations to the extent required. You shall be solely responsible for compliance with all applicable laws and regulations relating to export including without limitation (i) export license or license exceptions, (ii) determining correct classification at the time of export; and (iii) any other regulatory agency approval requirements.

YOU ACKNOWLEDGE AND AGREE THAT YOUR OBLIGATIONS TO COMPLY WITH THE U.S. EXPORT CONTROLS LAWS AND REGULATIONS ARE INDEPENDENT OF AND SURVIVE THE TERMINATION OR EXPIRATION OF THIS EULA.

10. DISCLAIMER OF WARRANTIES AND LIABILITY

A. BOSCH REPRESENTATIONS AND WARRANTIES: THE SOFTWARE IS PROVIDED AND LICENSED “AS IS”, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BOSCH DISCLAIMS:

(1) ALL REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED REPRESENTATIONS AND WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, SYSTEM INTEGRATION, OR DATA ACCURACY WITH REGARD TO THE SOFTWARE; AND

(2) ANY AND ALL REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE CONTENTS, PERFORMANCE, OR RESULTS OF USE OF THE SOFTWARE, OR THAT THE SOFTWARE WILL BE ERROR OR VIRUS FREE.

B. RISK: THE ENTIRE RISK AS TO THE PERFORMANCE AND RESULTS OF USING THE SOFTWARE IS ASSUMED BY YOU, as set forth in more detail in Section 4.

C. POSSIBLE OTHER RIGHTS: YOU MAY HAVE OTHER LEGAL RIGHTS, WHICH MAY VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

D. NO LIABILITY FOR DAMAGES OR INJURY: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BOSCH BE LIABLE FOR ANY CLAIM OF ANY KIND, OR FOR ANY DAMAGES OR INJURY OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY ACTUAL, DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES, DAMAGES OR INJURY BASED ON ANY THIRD PARTY CLAIMS OF ANY KIND, OR FROM ANY LOSS OF BUSINESS, REVENUE, PROFITS, SAVINGS, BUSINESS INTERRUPTION, PROGRAM ERRORS, UNAVAILABILITY OR INTERRUPTION OF OPERATIONS, LOSS OF ANY DATA OR BUSINESS INFORMATION, LOSS OF PROGRAMS OR EQUIPMENT, FAILED OBJECTS CREATED WITH THE SOFTWARE AND/OR THE SPEAKER OR ANY OTHER LOSS) ARISING OUT OF THIS EULA OR THE USE OF OR INABILITY TO USE THE SOFTWARE OR THE SPEAKER, EVEN IF BOSCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

E. YOUR REMEDIES: BOSCH'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY AGAINST BOSCH UNDER THIS EULA OR RELATING TO THE USE OF THE SOFTWARE SHALL NOT EXCEED THE PRICE YOU PAID FOR THE SPEAKER.

11. APPLICABLE LAW

If You acquired the Speaker in the United States, this EULA shall be governed by and construed and enforced in accordance with the United States Federal Arbitration Act, other applicable federal laws and the laws of the State of Michigan, without regard to conflict of laws principles. If You acquired the Speaker outside the United States, the Software will be considered acquired in the United States and this EULA shall be governed by and construed and enforced in accordance with the United States Federal Arbitration Act, other applicable federal laws and the laws of the State of Michigan, without regard to conflict of laws principles, except to the extent that any laws of the country in which You reside expressly require their application to this EULA. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this EULA.

12. DISPUTES UNDER THIS EULA

A. Arbitration: Regardless of where You acquired the Software, ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING IN ANY WAY TO THIS EULA OR YOUR ACCESS TO OR USE OF THE SOFTWARE OR SPEAKER, INCLUDING THE VALIDITY, APPLICABILITY OR INTERPRETATION OF THIS EULA, SHALL BE RESOLVED BY BINDING ARBITRATION RATHER THAN IN COURT, EXCEPT THAT YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF

YOUR CLAIMS QUALIFY. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. Any such arbitration shall be conducted in accordance with the following requirements:

- (1) the arbitration shall be conducted by the American Arbitration Association (AAA) under its then-applicable rules, including (as appropriate) its Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at <http://www.adr.org/>;
- (2) the arbitration shall be conducted in the English language;
- (3) the parties shall select a single arbitrator, or, if the parties cannot agree on an arbitrator, the parties agree to allow the American Arbitration Association to select the arbitrator;
- (4) as a condition for his or her engagement, the arbitrator shall agree to provide a reasoned written decision, which shall be final and binding; and
- (5) judgment consistent with such decision may be entered by any court with appropriate jurisdiction.

B. CLASS ACTION WAIVER: ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING IN ANY WAY TO THIS EULA OR YOUR ACCESS TO OR USE OF THE SOFTWARE OR SPEAKER, INCLUDING THE VALIDITY, APPLICABILITY OR INTERPRETATION OF THIS EULA, SHALL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION OR ARBITRATION.

C. LIMITED COURT ACTION: IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, EACH OF THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL AND AGREE THAT SUCH CLAIM SHALL BE BROUGHT ONLY IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN (DETROIT) OR, IF FEDERAL JURISDICTION IS NOT AVAILABLE, IN A COURT OF COMPETENT JURISDICTION IN OAKLAND COUNTY, MICHIGAN. YOU HEREBY SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS AND WAIVE ANY OBJECTION ON THE GROUNDS OF VENUE, *FORUM NON-CONVENIENS* OR ANY SIMILAR GROUNDS WITH RESPECT TO ANY SUCH PROCEEDING. Notwithstanding anything to the contrary, each of the parties may seek injunctive relief and any other equitable remedies from any court of competent jurisdiction to protect such party's Intellectual Property Rights, whether in aid of, pending or independently of the resolution of any dispute pursuant to the arbitration procedures set forth above.

13. CONTACTING BOSCH

All maintenance and support will be provided by Bosch. For any questions concerning this EULA or Speaker, please contact Bosch at:

Email: technical.support@us.bosch.com

Postal Address:

Bosch Security Systems, Inc.,
130 Perinton Parkway
Fairport, NY 14450

For data privacy concerns, please contact Bosch at:

Email: privacy.policy@us.bosch.com

Postal Address:

Robert Bosch LLC
Privacy Policy Administrator
38000 Hills Tech Drive
Farmington Hills, MI 48331

14. MISCELLANEOUS

A. **Severability:** If any provision of this EULA is declared void, invalid, or unenforceable by the court of last resort having proper jurisdiction, such provision shall be deemed severed from this EULA, which shall otherwise remain in full force and effect. However, if in Bosch's opinion the severance of such provision would frustrate the purpose of this EULA, then Bosch may terminate this EULA.

B. **Waiver:** The waiver of any particular breach or of any particular act or omission of noncompliance with any requirement of this EULA shall not constitute a waiver of any other breach or act or omission of noncompliance with any requirement of this EULA.

C. **Entire Agreement:** This EULA contains the entire agreement between You and Bosch relating to the Software and supersedes all prior or contemporaneous written or oral representations, warranties, communications, proposals, or agreements relating to the Software, except the Operating/Safety Instructions. No attempt to modify the terms of this EULA by you shall be binding upon Bosch unless it is in writing signed by an authorized representative of Bosch.

15. DEFINITIONS OF TERMS USED IN THIS EULA

In this EULA, the following terms shall have the meanings set forth below:

A. "Derivative Works" means any original work of authorship based upon one or more pre-existing versions of all or any portion of the Software, any enhancement or modification, revision, translation, abridgement, condensation, expansion, collection, compilation, or any other form in which such preexisting work may be recast, transformed, or adapted. For purposes of this definition, the term "Derivative Work" shall include any and all (1) changes made to the Software or any portion thereof, including without limitation corrections, additions, updates, enhancements, and modifications; (2) translations of the Software or any portion thereof, including without

limitation translations of the Software or any portion thereof into other machine languages, for use on other operating systems, or for use on other equipment;
(3) computer programs created from all or any portion of the Software, regardless of the functionality of such programs as compared to the functionality of the Software; and
(4) computer programs, program code, or functions that do not form part of the Software, but which make a direct call on the Software, or any portion of it, or any derivative of the Software.

B. “High-risk Activities” means activities where the risk is such that fail-safe performance is required and the use of equipment could lead directly to personal injury, or severe physical or environmental damage, for example, listening at higher than recommended volumes leading to hearing damage.

C. “Intellectual Property Rights” means U.S. and foreign (meaning anywhere in the world) (1) utility and design patents and patent applications, design applications, utility models and applications, patents, registrations, or other similar rights issuing from such applications, or continuations, continuations-in-part, or divisions thereof, reissues, reexaminations, or extensions of such patents, registrations, or other rights, and any inventions or invention disclosures; (2) copyrights, copyright registrations and applications, copyrightable works of authorship covered by such registrations and applications, and all other works of authorship, whether registered or not, and all renewals, extensions, and Derivative Works thereof; (3) trademarks and service marks, whether registered or unregistered, trademark and service mark applications, registrations, and rights, and associated goodwill; (4) confidential information, software, trade secrets, know-how, and other proprietary information, and all tangible and intangible embodiments thereof; (5) data and database rights; (6) design rights; and (7) all other intellectual property rights or equivalent forms of protection of whatever nature arising anywhere in the world.

D. “Operating/Safety Instructions” means the Operating/Safety Instructions packaged with the Speaker, or the version of such instructions posted at <https://www.electrovoice.com/downloads.php#documentation>, whichever is more up to date.

E. “Speaker” means Electro-Voice speakers, including without limitation models EVOLVE 30M, EVOLVE 50 and ELX200.

F. “Purpose” means the use of the Software to operate the Speaker’s control features to access or use audio through the use of a smartphone or electronic device and in accordance with the Operating/Safety Instructions and this EULA.

The “Restrictions on Your Use of the Software” set forth in Sections 3.B of this EULA are not part of the Purpose and are excluded from it.

G. “Software” means:

(1) an application available for smartphones and electronic devices that connects to the Speaker and provides user the ability to control features of the Speaker;

(2) any related documentation provided by Bosch.