Objectis

Objectis SA

License governing the use of software platforms and solutions by Objectis SA Clients

CLC _01_011_Objectis of 8th November 2018.

Preamble

Objectis SA has developed software Platform and Software solutions (hereinafter Platform) taking advantage of object-oriented technology and supporting the design, development and tuning of creative software dedicated to the control of flexible and highly configurable automation solutions.

Wishing to enable the licensee to exploit the power of this software technology as part of its activities, Objectis grants rights to use the platform under the terms of this contract.

The parties agree as follows:

1. Definitions

1.1 By **Platform**, the parties designate the software created by Objectis allowing reduction and simplification of computer code for the programming of automated systems.

1.2 By **libraries**, the parties designate the binary compiled code of the Platform, which enables the development and construction of special programs allowing effective exploitation of the machine.

1.3 By **Tools**, the parties designate the code of the Platform for control, configuration and development of the platform itself, and not integrated into the construction of specific programs to the machine.

1.4 By **specific application source code**, the parties designate the specific programs set up on the platform for the actual operation of the machine.

1.5 By **generic application source code**, the parties designate the tools created for the development and monitoring of specific programs, but that are not specific to the business domain, like a module of statistics or management rights.

1.6 By **project**, the parties designate the assembly, monitoring and implementation of equipment and personnel necessary to conduct, coordinate and implement the various tasks entrusted to Objectis.

2. License

2.1 Objectis owns the intellectual property rights of the Platform. Objectis concedes indefinitely to the Licensee a <u>nonexclusive</u>, <u>non-transferable</u> License for:

- Compiled code of the libraries ;
- Compiled code of tools ;
- Generic application source code .

2.2 Application specific source codes are out of scope of this license agreement.

2.3 The rights to use of the Platform are limited to operations within the project or line of products specifically mentioned in the contract of sale of the platform. An extension of the license to other projects or product lines requires the conclusion of a new license agreement.

2.4 The assignment of the right to use involves the transmission of compiled code libraries and application source codes.

2.5 Nothing in this contract involves an assignment or transfer of ownership of intellectual property rights from Objectis to the Licensee. The Licensee acquires only the rights to use the platform but not a right, direct or indirect, on the platform.

2.6 Upon termination of the activities of the company Objectis SA, the licensee can use freely and without restrictions the platform for its own developments, that right on the platform remaining non-transferable.

3. Obligations of the Licensee

3.1 The Licensee is authorized to make the copies of the platform needed for its normal use according to the terms defined in section 2, as well as copies for backup purpose.

3.2 By cons, the licensee has no right to proceed directly or indirectly, any reproduction, copying, multiplication, loan, lease, providing to a third party, or alienation of the platform in any form either. The licensee is authorized, however, to provide the platform to a subcontractor for use expressly limited to the developments made under a line of products for which a license has been granted.

3.3 The licensee undertakes not to modify, decompile, develop or use portions of the platform without prior agreement of objectives. Objectis may withhold its consent without giving reasons.

4. Royalty and Guarantees

4.1 To use the Platform, the licensee undertakes to pay a fee to Objectis whose amount is indicated in the contract of license sale (determined according to the Objectis price list or policy).

4.2 The Platform is provided as is without warranty of any kind with respect to functionality or performance. It is the Licensee's responsibility to ensure that the Platform meets its needs at the time the license is acquired.

4.3 Corrections of operational problems real or perceived, proposals to modify the platform to bring it into line with the requirements of the Licensee as well as the improvements or the periodic availability of new versions must be the subject of a specific contract.

4.4 Objectis guarantees:

- it owns the intellectual property rights of the Platform;

- it may freely dispose of such rights;

- That the platform does not infringe the intellectual property rights of third party.

5. Responsibilities

5.1 Objectis has no influence on the development of application source code or the use or modification of machinery and equipment that exploits the platform. It is therefore not responsible for the application source code or the consequences of the use or modification of machinery and equipment that exploits the platform. Machinery and installations that exploit the platform are used under the sole responsibility of the Licensee.

5.2 Objectis therefore excludes all liability for any damages, direct or indirect, or unavailability of any incident that may result from use of the Platform, such as data loss, lost profits, profits and unrealized savings, an over-employment for the Licensee, claims of third parties, etc.

5.3 This disclaimer of liability applies both to the execution of the provision agreed between the parties than for the use and exploitation of the provision and the results obtained.

5.4 The platform and its applications can only be used on machinery and equipment on the strict condition that all parameters of safety of machinery and equipment will be provided reliably by the Licensee and this independently of the Platform. Consequently, Objectis cannot be held liable for a deficiency of machine safety.

5.5 In any event, Objectis cannot be held civilly liable. In all cases, the potential liability of Objectis is limited to the amount of fees already paid by the Licensee for the platform.

6. Confidentiality

6.1 The terms and conditions of this contract are confidential and will not be disclosed in whole or in part to a third party of the contract without the consent of the other party.

6.2 The parties agree to keep confidential any technical or commercial information gained through their activities in connection with this contract. If for technical reasons relating to the performance of the contract, certain information should be disclosed to a third party, the party that wishes to disclose this information will necessarily and in advance have to inform the other party that will remain free to agree the disclosure.

6.3 No prior agreement of the other party is however necessary to communicate the terms and conditions of this Agreement and any other information relating to this contract to its directors and employees, its subsidiaries, its subcontractors, to the extent however, where disclosure is necessary to fulfill the contract and that the persons to whom such information is disclosed are

committed to preserve confidentiality, and where the party who provided such information ensures compliance this commitment. Finally, the people to whom information would be divulged take note that it will not be exploitable except for the purpose contained in this agreement.

6.4 No employee of the Licensee who worked with the Platform is authorized to provide development services, maintenance, technical support, training or other services related to the Platform, to persons outside the project or line of products for which the license is granted.

6.5 Objectis reserves the right to mention the name and the logo of the customers benefiting from the platform for advertising. The Client may withdraw this authorization at any time by notifying Objectis SA in writing.

7. Duration and Termination

7.1 The license is granted for an indefinite period. Objectis cannot terminate it except for violation of contract terms.

7.2 In case of breach of contractual obligations by one party, the other party shall notify the problem and discussions shall be initiated for amicable resolution. If in any event, no solution can be found between the 2 parties, the injured party must notify a formal notice by registered letter to the party at fault, recalling the consequences that may result from the violation. If within 60 days upon notification of the notice, the situation according to the contract has not been restored, the other party may terminate the contract with immediate effect.

8. Consequences of contract termination

8.1 If the license agreement is terminated, the licensee will lose all rights to use the Platform and spontaneously return to the platform and destroy all copies. It may however keep the application source code that it has itself developed.

8.2 The Licensee will spontaneously confirm in writing that it has no longer copies of the Platform, except the application source code that it has itself has programmed.

9. Penalty clause

9.1 Each violation of contractual obligations set out above, the offending party will be held as a penalty clause for the payment of a sum of CHF 10'000.

9.2 The payment of this sum does not constitute acceptance of the breach. Thus, the other party may at any time require the cessation of the violation and enforce damages exceeding the amount specified above.

10. Amendment and entry into force

10.1 No modification of the terms and conditions of this contract shall be valid and binding upon the parties until it has been formalized in writing and signed by an authorized representative of each party.

10.2 This license agreement shall come into force on the date of signature of this contract by both parties.

11. Applicable Law

11.1 The contract and its annexes, as well as all agreements and all subsequent agreements are subject to Swiss law. The parties agree to submit any disputes dividing them, which could not be settled amicably, exclusively before the competent authority with ordinary power of jurisdiction in Yverdon.

11.2 Objectis however is also authorized to pursue legal action to the licensee to any other court.

11.3 This agreement is governed by Swiss law.

12. Continuation of contract

12.1 Assuming that only part of the contract, one of its annexes or any further agreement is null and void, the remaining provisions shall remain in force.