EURESYS AND ALLIED VISION (SCHONGAU) GENERAL TERMS AND CONDITIONS

1. Application and Interpretation

These terms and conditions exclusively cover all contractual relations between PROVIDER and CUSTOMER referred to in the Agreement to which they are attached as an appendix.

CUSTOMER's general or special terms and conditions are NOT enforceable against PROVIDER. Any agreement signed or concluded in any way by the parties automatically implies the acceptance of these terms and conditions by CUSTOMER. Only special conditions indicated in the Agreement or otherwise agreed to in writing by the parties can override them.

Depending on the context, and unless otherwise stipulated, the following words must be understood as follows:

"**Agreement**": any proposal, quote, quotation, offer, purchase order, order confirmation, license agreement, sales agreement, service agreement, distribution agreement or any other agreement, oral or written, between the parties.

"**CUSTOMER**": any licensee, purchaser, client, prospect, importer, distributor, reseller, dealer, partner or contracting party.

"**PROVIDER**": provider, supplier, licensor mentioned in the Agreement as being the PROVIDER.

"**Party / Parties**": CUSTOMER and/or PROVIDER.

"**Tangible Product(s)**": material goods (tangible, equipment), frame grabbers, video capture cards, video encoders, video converters, license dongles, IP Core license chips, IP Core development platforms, MVDK, components, accessories and/or parts developed, supplied and/or sold by PROVIDER.

"**Software Product(s)**" or "**Licensed Software Product(s)**": any software product, drivers (including but not limited to eGrabber and MultiCam), eVision (entire eVision software or any subset of eVision libraries), Open eVision (entire Open eVision software or any subset of Open eVision libraries), IP Cores, libraries, device drivers or any other software supplied in either binary, object, DLL, CTI, library or source code and licensed by PROVIDER.

"**License Key**": A unique and exclusive code provided to CUSTOMER to allow the use of the Software Product(s).

"**Service(s)**": any service, training, transport, consultancy, maintenance, support or repair services supplied by PROVIDER.

"**Documentation**": any documentation, user manuals, reference manuals, release notes, application notes and methodology notes, written utility programs and/or other materials in any form provided by PROVIDER for use with Licensed Software Product and/or Tangible Product and/or Services.

2. Proposal, Order and Confirmation

Any quotes, offers or proposals produced by PROVIDER are without obligation and are valid for a maximum of 30 days following the document date unless otherwise noted explicitly on the document.

Any order or request made by CUSTOMER, in writing or orally, makes it immediately and irrevocably binding for CUSTOMER. It must then be confirmed in writing by PROVIDER and will only be deemed effective from the date given by this confirmation.

3. Software Product License Rights Applicable to eVision, Open eVision, eGrabber, Multicam

When the Agreement – oral or written - is concluded by all Parties, CUSTOMER has a non-exclusive, transferable, unlimited-in-time, revocable right to:

Install the Licensed Software Product;

- Install and activate the License Key (if applicable) provided by PROVIDER, which is the only way to use the Licensed Software Product;
- Make a reasonable number of copies of the Licensed Software Product solely for backup or archival purposes;
- Make a reasonable number of copies of the Documentation for the Licensed Software Product, and use the Documentation solely for using the Licensed Software Product.

If CUSTOMER obtains an evaluation license for a Licensed Software Product, CUSTOMER will have the same license rights as described above except that CUSTOMER may use the Licensed Software Product only for the purpose of evaluating it and deciding whether to acquire a license or not. This evaluation license has a limited duration of thirty (30) calendar days, unless otherwise noted explicitly in writing.

During the installation, use, adaptation and maintenance of the Licensed Software Products whatsoever, CUSTOMER shall strictly comply with the documentation, user's manuals, procedures, guidelines and with all requirements that PROVIDER may express either in the Agreement, in any amendments, during the training courses, online (website) or by any other means written or oral whatsoever.

4. License Restrictions Applicable to eVision, Open eVision, eGrabber, Multicam

CUSTOMER (including its directors, employees and assignees) may not themselves and may not allow anyone else to:

- copy or use any Licensed Software Product (or Documentation) in any manner that is not expressly allowed by the license rights stated herein or in the Agreement. If CUSTOMER makes security backup or archival copies of a Licensed Software Product or Documentation, CUSTOMER must reproduce all copyright, trademark, and other notices that appear on the original copy;
- modify, alter, decrypt, decompile, reverse engineer, disassemble or otherwise attempt to derive the source code of any Licensed Software Product or any

underlying algorithms, user interface techniques, or other ideas embodied in a Licensed Software Product, except and solely to the extent required by third party licensing terms governing use of certain open source components that may be included in the software;

- tamper with, or attempt to circumvent or disable, any License Key (this includes, for example, resetting the CPU time in order to extend the License Term, or using a false host ID number or additional virtualized copy(ies) of the host ID number to enable unauthorized copies of a License Key);
- use a Licensed Software Product or its output to develop or enhance any product that competes with the PROVIDER's products and services.

5. Tangible Products

5.1. Tangible Product Handling

CUSTOMER acknowledges that the Tangible Products:

- are fragile items that must be handled, transported and stored carefully, in a dry and clean area, at the appropriate environment conditions as specified for each Product and stored in accordance with all local and international requirements and practices;
- must not be used for any other purposes than what is strictly recommended by PROVIDER or by what is usually expected from the Tangible Products.

5.2. Retention of Title

Ownership of Tangible Products ordered by CUSTOMER will only be transferred to CUSTOMER when the total price has been paid in full by the latter to PROVIDER, even if the Tangible Products have already been delivered to CUSTOMER.

If amounts due are not paid in full, PROVIDER can exercise its right to ownership and CUSTOMER shall allow PROVIDER to recover the Tangible Products without difficulty.

6. No Exclusivity

PROVIDER is not bound by any exclusive obligation toward CUSTOMER.

7. Prices and Payment Terms

Agreements with a delivery deadline of more than one (1) month are accepted subject to price increases which might be applied by PROVIDER's partners, suppliers or subcontractors, or caused by circumstances outside PROVIDER's control which would make the execution of the Agreement more costly for PROVIDER.

Unless otherwise agreed in the Agreement, prices and fees shall be paid in EUR (Euro) if PROVIDER is settled in Europe and in USD (US Dollar) if PROVIDER is settled in North, Central and South America.

Prices for Tangible Products are EXW (Ex Works – from the PROVIDER's address).

Prices, license fees and/or Service fees exclude VAT, withholding taxes, sales taxes, use taxes, and any other taxes, duties, fees, transport, bank charges, costs and fees, and costs in general which are not specifically detailed in the Agreement. These costs shall be borne solely by CUSTOMER.

Unless otherwise agreed in the Agreement, all payments must be made into PROVIDER's account within eight (8) days following the invoice's date, by bank transfer into the account number indicated on the invoice and must be made before delivery or service performance by PROVIDER.

Any queries relating to invoices must be sent, with justification, by registered post, or other verifiable delivery means which has been duly acknowledged as received by PROVIDER within eight (8) calendar days of the relevant invoice date. After this time, queries will not be accepted and the invoice will be deemed to have been accepted.

In the event that CUSTOMER refuses or delays accepting or receiving the Tangible Products, Services and/or Licensed Software Product, it shall make the payment(s) in accordance with the terms and conditions initially agreed by the parties, and reimburse to PROVIDER all costs caused by the refusal or delay caused by CUSTOMER.

The Tangible Products may be shipped in a single lot, or in several lots, with the agreement of CUSTOMER and each such shipment shall be invoiced separately.

If CUSTOMER does not pay the invoices within the given deadline, a standard late payment interest will be applied as of right and without formal notice at a rate of 1.5% per month, with a supplement of EUR/USD 150 to cover administrative and management costs. For the purposes of interest, any month begun will be considered a full month. Administrative and legal charges incurred for collection will be borne in full by CUSTOMER.

If a single payment is not made by its due date, PROVIDER reserves the right to suspend its own obligations, to withhold the delivery of License Keys and even to terminate the Agreement and keep any part-payments already made by CUSTOMER to PROVIDER (payments are not refundable).

In this event, CUSTOMER will owe the entire outstanding balance as soon as CUSTOMER receives written notice from PROVIDER that its payment is due. CUSTOMER may not offset any amounts CUSTOMER believes PROVIDER owes it against any payments CUSTOMER makes to PROVIDER under the Agreement.

8. Deadlines and Extensions

The deadlines for the fulfilment of PROVIDER's obligations are those agreed by the parties but are not compulsory.

PROVIDER can only be held liable if the delay is considerable and exclusively due to its gross negligence.

CUSTOMER does not have the right to refuse Tangible Products, Services and/or Licensed Software Products, demand compensation or termination of the Agreement if the Tangible Products, Services and/or Licensed Software Products are delivered/supplied late unless this is due to PROVIDER's gross negligence.

Any additional costs related to change(s) required by CUSTOMER which depart from the Agreement agreed by the parties shall be borne by CUSTOMER and may extend the delivery term(s).

The Tangible Products are offered within the limits of available inventories. If all or part of the Tangible Products are unavailable, PROVIDER will inform CUSTOMER by email or phone and offer it the opportunity to choose between waiting, modifying his order or cancelling the Agreement without charge.

9. Conformity and Warranty Applicable to Frame Grabbers and Video Servers Tangible Products, and to Machine Vision Software Products

9.1. Conformity

The Tangible Products are manufactured in accordance with the norms and standards in force in the European Union, and according to the specifications detailed in the Agreement.

The warranty term for Tangible Products lasts two (2) years from the date when these Products are ready to be shipped from the PROVIDER's premises if CUSTOMER bears the transport or when these Products are delivered to CUSTOMER if PROVIDER bears the transport.

The warranty term for the Licensed Software Products is one (1) year from the date when the License Key of these Products is ready to be shipped or otherwise provided electronically from the PROVIDER's premises.

The warranty term for the Services is ninety (90) days after their performance.

Defects that are due to external cause, alteration, modification, abuse, negligence, inadequate installation, use or maintenance, misuse, unreasonable use, use outside the scope of specifications, manuals and documentation, transport, loading/downloading, abnormal conditions of temperature or humidity, dirt, or in an otherwise improper manner, either intentional or otherwise, caused by CUSTOMER or by a third party, are NOT covered by the PROVIDER's warranty.

PROVIDER may suspend its obligation of warranty as long as CUSTOMER does not execute entirely its own obligations. Such suspension does not extend the initial warranty period.

9.2. Common Procedure in case of Problems

During the Agreement's term, in case of Product's problem, CUSTOMER may have access - through emails or telephone mentioned on the PROVIDER's website - to PROVIDER's Support Center from Monday through Friday, during PROVIDER's local normal business hours (9 AM to 5 PM), excluding PROVIDER's scheduled holidays and official holidays.

This Support Center will be accessible only for CUSTOMER, but not the CUSTOMER's clients.

The problem description sent by CUSTOMER to PROVIDER must be documented clearly, comprehensively and legibly, in accordance with the complaint form provided by PROVIDER.

9.3. Specific Procedure in case of Problems with the Frame Grabbers and Video Servers Tangible Products

CUSTOMER shall notify PROVIDER of any alleged defect discovered in Tangible Product(s) by use of the "Warranty and Replacement" function available online from PROVIDER's website, or via a PROVIDER-supplied form for such purposes, at the latest thirty (30) calendar days after the defect has been discovered.

The notification shall include the serial number of the Tangible Product and a detailed description of the defect. PROVIDER may later request additional information, either by e-mail or by phone, to diagnose the cause of the defect.

Based on the serial number, PROVIDER will determine whether the Tangible Product is still under warranty.

If the Tangible Product is still covered by PROVIDER's warranty, CUSTOMER will immediately be provided with a Return Material Authorization (RMA) number and return instructions. CUSTOMER shall ship the defective Product within sixty (60) days at the latest. If the defective Product is not received by PROVIDER within that period, the request for Warranty is cancelled. The defective Product must be shipped at CUSTOMER's expenses.

At its choice, and within three (3) business days after the reception of the defective Product, PROVIDER may remedy to warranty claims properly entered, by one of the following actions:

- Ship a new or refurbished Product to CUSTOMER at PROVIDER's expenses. This new or refurbished Product carries the full original warranty of a new Product, provided that the new end of warranty date does not fall beyond the Tangible Product's end of life; or
- Repair the Tangible Product and ship it back to CUSTOMER, at PROVIDER's expenses; or
- Reimburse CUSTOMER.

If the Tangible Product is found defective, but the execution of the warranty is not accepted by PROVIDER because of the application of Article herein entitled "Limitation of Liability", PROVIDER will promptly notify CUSTOMER.

No repair or failure analysis report will be provided to CUSTOMER.

9.4. Procedure in case of problems with the Licensed Machine Vision and IP Core Software Products

Support issues that are reported to PROVIDER must be reproducible with standard equipment and source code available to PROVIDER.

CUSTOMER expressly allows PROVIDER to remotely access CUSTOMER's computer systems for the purpose of providing Services.

At its choice, PROVIDER may remedy to warranty claims properly entered, by one of the following actions:

- Revoke the Software Product license, and reimburse CUSTOMER; or
- Apply corrections to the Software Product that will bring its performance and functionality substantially in accordance with specifications; or
- Provide CUSTOMER with an upgrade to a newer version of the Software Product in which the alleged defect has been addressed and solved.

9.5. Repair and Replacement of defective Frame Grabbers and Video Servers Tangible Products that are not under Warranty

In the event that the execution of the Warranty is not accepted by PROVIDER because the Warranty period has lapsed or because of any other reason, and provided that the Tangible Product is still available for Replacement, CUSTOMER is invited to apply for a Replacement Product by use of the "Warranty and Replacement" function available from PROVIDER's website, or via a PROVIDER-supplied form for such purposes, at the latest thirty (30) calendar days after the defect has been discovered. The notification shall include the serial number of the defective Product and a detailed description of the defect. PROVIDER may later request additional information, either by e-mail or by phone, to diagnose the cause of the defect.

A financial offer to purchase a replacement product will be sent to CUSTOMER. The acceptance of that offer by CUSTOMER will contractually bind him. CUSTOMER will then immediately be provided with a Return Material Authorization (RMA) number and return instructions. CUSTOMER shall have a period of sixty (60) days to proceed with the shipment. If the defective Product is not received by PROVIDER within that period, the request for Replacement is cancelled. The defective Product must be shipped at the CUSTOMER's expenses.

At its choice, PROVIDER will fulfil properly entered requests for Replacement by one of the following actions:

- Ship a new or refurbished Tangible Product to CUSTOMER at CUSTOMER's expenses. This new or refurbished Product carries the full original warranty of a new Product, provided that the new end of warranty date does not fall beyond the Product's end of life; or
- Repair the Tangible Product and ship it back to CUSTOMER, at CUSTOMER's expenses.

If the Product is found not defective, or for any other reason identified by PROVIDER, the execution of the replacement may not be accepted by PROVIDER. In this case, PROVIDER will promptly notify CUSTOMER.

No repair report will be provided to CUSTOMER.

9.6. Repair of Tangible Product after its End of Life

When a Tangible Product has passed its end of life and no replacement is available or, at the express request from CUSTOMER, CUSTOMER can submit a request for Repair to PROVIDER' Sales and Support department in writing.

The request shall include the serial number of the Tangible Product and a detailed description of the defect, including the version number of all PROVIDER software used. PROVIDER may request additional information, either by e-mail or by phone, to diagnose the cause of the defect.

If the request is accepted by PROVIDER, CUSTOMER will then be provided with a Return Material Authorization (RMA) number and return instructions.

CUSTOMER has a period of sixty (60) days ship the defective Product, at its expenses.

After analysis of the returned Product, PROVIDER will, within fifteen (15) business days after reception of the defective Tangible Product, provide a quotation for the requested repair, or possibly reject the request.

In case of acceptance, CUSTOMER shall respond within ten (10) business days. Repair of the defective product will be done within a reasonable time following receipt of payment made by CUSTOMER. Shipping costs are borne by CUSTOMER.

If CUSTOMER does not respond to the PROVIDER's quotation, the defective products will be stored in inventory for a maximum period of two (2) months, after which they will be discarded.

If CUSTOMER refuses the PROVIDER's quotation, the defective product will not be sent back to CUSTOMER, unless CUSTOMER accepts to bear the shipping costs and pay them to PROVIDER in order to receive the defective products back.

The warranty of Products repaired under these terms is specified in the quotation.

A repair report will be provided to CUSTOMER along with the repaired Product.

10. LIMITATIONS OF LIABILITY AND DISCLAIMERS

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN CLAUSE "CONFORMITY & WARRANTY" HERE ABOVE, PROVIDER DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

EXCEPT FOR WHAT IS SPECIFIED IN WRITING IN THE AGREEMENT BETWEEN THE PARTIES (SUCH AS THE CONTRACTUAL SPECIFICATIONS, RESULTS, SUPPORT AND SERVICES), PROVIDER MAKES NO WARRANTY OR REPRESENTATION THAT THE FUNCTIONS CONTAINED IN THE TANGIBLE PRODUCTS, THE LICENSED SOFTWARE PRODUCT(S) AND SERVICES WILL MEET ANY OTHER CUSTOMER'S REQUIREMENTS, THAT THE TANGIBLE PRODUCTS AND LICENSED SOFTWARE PRODUCT(S) WILL OPERATE

PROPERLY IN COMBINATION WITH OTHER FUNCTIONALITY, IP CORES, SOFTWARE OR PROTOCOLS, OR THAT THE OPERATION OF THE TANGIBLE PRODUCTS AND THE LICENSED SOFTWARE PRODUCT(S) WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS OR DEFECTS IN THE TANGIBLE PRODUCTS AND LICENSED SOFTWARE PRODUCT(S) ARE CAPABLE OF BEING CORRECTED.

USE OF THE TANGIBLE PRODUCTS AND THE LICENSED SOFTWARE PRODUCT IS UNDERSTOOD TO BE FULLY AT CUSTOMER'S RISK.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

(1) IN NO EVENT SHALL PROVIDER OR ITS PROVIDERS BE LIABLE FOR ANY LOSS OF DATA OR SOFTWARE, LOSS OF USE, SLOWDOWN OR INTERRUPTION OF ACTIVITY OR EQUIPMENT, LOST PROFITS, LOST ORDERS, LOST SALES, LOSS OF GOODWILL, LOST SAVINGS, LOSS OF PRODUCTION, LOSS OF PRIVACY, PERSONAL INJURY, PECUNIARY OR OTHER LOSS, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING UNDER, RELATED TO, OR IN CONNECTION WITH THE AGREEMENT OR THE USE OR OPERATION OF THE TANGIBLE PRODUCTS AND LICENSED SOFTWARE PRODUCT(S), IN WHOLE OR IN PART, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY;

(2) IN NO EVENT SHALL THE ENTIRE LIABILITY OF PROVIDER OR ITS PROVIDERS ARISING UNDER, RELATED TO, OR IN CONNECTION WITH THE AGREEMENT, EXCEED THE FEES OF THE SERVICES PROVIDED OR THE PRICE OF THE TANGIBLE PRODUCTS OR THE AMOUNT OF LICENSE FEES RECEIVED BY PROVIDER FROM CUSTOMER FOR THE APPLICABLE LICENSED SOFTWARE PRODUCT(S) GIVING RISE TO SUCH LIABILITY;

(3) THESE LIMITATIONS AND EXCLUSIONS SHALL APPLY REGARDLESS OF WHETHER SUCH LOSS WAS REASONABLY FORESEEABLE OR IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND

(4) THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDIES HEREIN.

NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, NEITHER PARTY EXCLUDES OR LIMITS ITS LIABILITY IN ANY WAY FOR ANY MATTER THAT CANNOT, AS A MATTER OF IMPERATIVE APPLICABLE LAW, BE LIMITED OR EXCLUDED. THE PARTIES AGREE THAT THIS SECTION (LIMITATION OF LIABILITY) REPRESENTS AN ALLOCATION OF RISK WHICH THE PARTIES CONSIDER REASONABLE.

CUSTOMER ACKNOWLEDGES THAT THE TANGIBLE PRODUCTS AND THE LICENSED SOFTWARE PRODUCT(S) AS DELIVERED ARE NOT TESTED OR CERTIFIED BY PROVIDER FOR USE IN CONNECTION WITH THE DESIGN, CONSTRUCTION, MAINTENANCE, AND/OR OPERATION OF ANY SYSTEM WHERE THE USE OR FAILURE OF SUCH SYSTEM COULD RESULT IN A SITUATION THAT THREATENS THE SAFETY OF HUMAN LIFE OR RESULTS IN CATASTROPHIC DAMAGES (EACH, A "CRITICAL APPLICATION"). EXAMPLES OF CRITICAL APPLICATIONS INCLUDE USE IN AVIONICS, NAVIGATION, AUTONOMOUS VEHICLE APPLICATIONS, AI SOLUTIONS FOR AUTOMOTIVE PRODUCTS, MILITARY, MEDICAL, LIFE SUPPORT OR OTHER LIFE CRITICAL APPLICATIONS. PROVIDER SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, IN WHOLE OR IN PART, FOR ANY CLAIMS OR DAMAGES ARISING FROM SUCH USES. CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING THAT ANY PRODUCT OR SERVICE DEVELOPED WITH THE TANGIBLE PRODUCTS AND THE LICENSED SOFTWARE PRODUCT(S) AS A WHOLE INCLUDES SUFFICIENT FEATURES TO COMPLY WITH ALL APPLICABLE LEGAL AND REGULATORY STANDARDS AND REQUIREMENTS.

11. OPEN SOURCE AND THIRD-PARTY SOFTWARE

CUSTOMER ACKNOWLEDGES THAT USE OF THE LICENSED SOFTWARE PRODUCT(S) IN COMBINATION WITH OTHER FUNCTIONALITY, IP CORES, SOFTWARE OR PROTOCOLS MAY REQUIRE LICENSES FROM THIRD PARTIES AND CUSTOMER ACCEPTS SOLE RESPONSIBILITY FOR OBTAINING SUCH LICENSES.

CUSTOMER AGREES THAT ALL OPEN SOURCE SOFTWARE SHALL BE AND SHALL REMAIN SUBJECT TO THE TERMS AND CONDITIONS UNDER WHICH IT IS PROVIDED. THE OPEN SOURCE SOFTWARE IS PROVIDED "AS IS," WITHOUT ANY WARRANTY OF ANY KIND, AND PROVIDER FURTHER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO OPEN SOURCE SOFTWARE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER PROVIDER NOR THE PROVIDERS OF OPEN SOURCE SOFTWARE SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN AGREEMENT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OR DISTRIBUTION OF THE OPEN SOURCE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COPYRIGHTS TO THE OPEN SOURCE SOFTWARE ARE HELD BY THE COPYRIGHT HOLDERS INDICATED IN THE COPYRIGHT NOTICES IN THE CORRESPONDING SOURCE FILES.

12. Intellectual Property Rights

Without prejudice of what is provided for by the Agreement and any applicable mandatory provisions, PROVIDER is and shall remain the exclusive and entire owner and/or beneficiary of any present or future intellectual right whatsoever (including but not limited to copyrights, neighboring rights, moral rights, and all derivative works thereof) related to any tangible product, software or solution conceived, developed and/or provided by PROVIDER, including their applications, programs, algorithms, related documents, manuals and written materials, successive releases, updates, upgrades, developments or improvements, trade secret, icons, graphics, logos, trademarks and trade name rights and similar rights, illustrations, images,

photographs, animations, videos, audios, texts, no matter if they are or not protected anyhow, no matter if they are customized or not, no matter from whom the ideas for enhancements is from, no matter whom has developed it.

Nothing in the Agreement shall be construed as a waiver of such rights.

Nothing contained in the Agreement will be construed as conferring by implication, estoppel or otherwise upon CUSTOMER any license or other right, except the licenses and rights expressly granted to CUSTOMER.

CUSTOMER shall immediately notify to PROVIDER any unauthorized, improper or wrongful use or treatment of any PROVIDER's intellectual and industrial property rights, whether registered or not, and shall give to PROVIDER the assistance PROVIDER may require to protect its intellectual and industrial property rights.

In the event that any third party claims to hold any intellectual rights owned by PROVIDER, CUSTOMER and PROVIDER shall cooperate to defend PROVIDER' rights. CUSTOMER hereby agrees to abandon any claim or recourse against PROVIDER on such matter.

This obligation hereinabove set forth shall survive cancellation, termination or nullity of the Agreement for any reason whatsoever and shall continue to apply for an unlimited period of time.

13. Confidentiality

Except as otherwise expressly permitted in the Agreement, CUSTOMER shall maintain the confidentiality of the Licensed Software Product(s) and all other information received hereunder from PROVIDER.

CUSTOMER agrees that the Tangible Products, the Licensed Software Product(s) and Documentation furnished hereunder will be treated as proprietary trade secrets of PROVIDER, and CUSTOMER will not make them available in any form to any person other than to its employees and to contractors working on its premises with a genuine "need to know" for purposes authorized by the Agreement, and who are bound by obligations of confidentiality no less protective of PROVIDER than those contained herein.

CUSTOMER represents to PROVIDER that it maintains a system of confidentiality consistent with industry standards to protect its own confidential business information, including written agreements with employees, and that the Tangible Products, the Licensed Software Product(s) and Documentation will be protected by such a system to the same extent.

CUSTOMER agrees that a breach of confidentiality may result in irreparable and continuing damage to PROVIDER for which there may be no adequate remedy at law, and PROVIDER shall be entitled to seek injunctive relief and/or a decree for specific performance, and such other relief (including monetary damages) as may be proper.

The obligations of confidentiality under the Agreement shall not apply to information that:

(a) is already known to CUSTOMER at the time of disclosure without obligation of confidentiality;

(b) is or becomes publicly known through no wrongful act or omission of CUSTOMER;

(c) is rightfully received by CUSTOMER from a third party without obligation of confidentiality;

(d) is approved for release by written authorization of PROVIDER; or

(e) was developed by CUSTOMER independently and without the use or benefit of the Tangible Products, the Licensed Software Product(s) and/or the Documentation.

This obligation hereinabove set forth shall survive cancellation, termination or nullity of the Agreement for any reason whatsoever and shall continue to apply for an unlimited period of time.

14. Personal Data

CUSTOMER agrees that the personal data given by CUSTOMER and/or its clients to PROVIDER in the frame of an Agreement may be used, processed, stored (backups included) and transferred only for performing and managing each Agreement, invoicing CUSTOMER and communicating with CUSTOMER.

At any time, CUSTOMER or its client has a right to access his data, to receive a copy of them, to rectify them, to limit their use, to withdraw them from the PROVIDER's database or to demand their destruction.

PROVIDER undertakes to implement technical and organizational security measures to ensure an adequate level of security in order to keep the personal data confidential and to protect them against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, access, processing or transmission to third parties.

In order to ensure a strong and reliable data security and to ensure a professional contract management, PROVIDER has signed agreements with a specialized service provider to collect, process and store the following CUSTOMER's (or its clients') personal data: user accounts, login records, IP addresses of end users, serial numbers, programmed licenses, browser identities, etc. These service providers are committed to same obligations as described here above.

15. Duration

The Agreement will commence upon the Effective Date and will remain effective during the term agreed in the Agreement. Otherwise the Agreement Duration is indefinite.

16. Termination

PROVIDER may terminate the Agreement or suspend its own obligations at any time and without notice or any compensation to CUSTOMER, as of right and without prior notice:

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- If CUSTOMER fails to fulfil one of its contractual obligations or if it turns out that he will fail or if there is a risk that he will fail to fulfil one of its obligations, even if this happens before this obligation is due to be fulfilled;
- In the event of incapacity, bankruptcy, insolvency, inability to make payments, a request to defer payment, voluntary or compulsory judicial reorganization or any other event demonstrating CUSTOMER's financial difficulties;
- If PROVIDER ceases trading or makes substantial changes to its professional activities;
- In the event of an instance of force majeure which lasts for more than 6 months.

CUSTOMER shall pay immediately all sums owed to PROVIDER. In addition, PROVIDER may require any damages and interest if the total value of the damage actually suffered by PROVIDER turns out to be higher than the sums owed.

When the License Term expires, CUSTOMER's license rights also expire and CUSTOMER may no longer use the Licensed Software Product, except as otherwise expressly agreed by the Parties. CUSTOMER shall destroy the Licensed Software Product(s), including all copies and derivative works, and all related documentation and certify such destruction in writing to PROVIDER. CUSTOMER shall certify such destruction in writing to PROVIDER.

17. Force Majeure

The Parties are not liable for failure to fulfil any Contractual obligation which is due to events of force majeure which are out of their control, and which they could not have been expected to foresee when the Agreement was concluded or prevent or overcome, even if the event does not make execution of the Agreement impossible but merely substantially more difficult or more expensive. Force majeure includes fire, strike, accident, sickness, natural disaster, new legal rules or public authorities decision preventing the Agreement performance, destruction of plants or equipment, computer bugs, changes in IT environments, general lack of supplies or means of transport, delay or failure to fulfil obligations on the part of PROVIDER's suppliers or subcontractors.

In such circumstances, the defaulting party must inform the other party of the situation in writing as soon as possible. The parties' obligations which are impossible to fulfil because of force majeure can be temporarily suspended or renegotiated. Should the case of force majeure lasts more than 6 months, the Agreement will automatically be terminated or rescinded, without any compensation, unless otherwise agreed by the parties.

18. Independence

CUSTOMER shall perform the Agreement and act independently in its own name, for its own account, on its own behalf and at its own risk.

19. Non-Solicitation

CUSTOMER agrees not to hire, solicit nor attempt to solicit the services of any PROVIDER's employee, without the prior written consent of PROVIDER. In the event of a breach, CUSTOMER shall pay to PROVIDER a minimum indemnification of one year salary or revenues actually earned by the solicited person (gross salary including all employer's charges), without prejudice to any other damages or remedies PROVIDER may require at law or equity.

20. Assignment

CUSTOMER may not assign the Agreement or transfer any of the rights or obligations under the Agreement, in whole or in part, in any manner (by assignment, operation of law or otherwise), to any third party/ies without the prior written consent of PROVIDER.

21. Waiver

No waiver, express or implied, by either party of any right or remedy for any breach by the other party of any provision of the Agreement will be deemed or construed to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself or of any other breach or provision. No waiver of or modification or amendment to the Agreement will be effective unless reduced to writing and executed by authorized representatives of the parties.

22. Severability

If any provision of the Agreement is found unenforceable, illegal, void or invalid in whole or in part, then it shall to that extent be deemed not to form part of the Agreement and the remainder of the Agreement will remain in full force and effect. The parties shall in such an event be obliged to cooperate in the creation of terms which achieve such legally valid result as comes closest commercially to that of the invalid provision. This shall apply accordingly to the closing of any gaps in the Agreement.

23. Entire Agreement

The Agreement represents and constitutes the entire agreement between the parties with respect to the Licensed Software Product(s), and supersedes all prior or contemporaneous discussions, representations, arrangements, understandings or agreements, written or oral, regarding the subject matter hereof. No additional terms or modifications proposed by CUSTOMER shall be binding on PROVIDER unless expressly agreed to in writing by PROVIDER.

24. Interpretation

By accepting anyhow or signing the Agreement, CUSTOMER acknowledges and agrees that it has read and understood the Agreement, has had an opportunity to discuss the Agreement with its legal and other advisors, and agrees to be bound by the terms and conditions of the Agreement. The Agreement shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party.

25. Counterparts

The parties may execute the Agreement in counterparts, including emails, PDF, and other electronic copies, which taken together will constitute one instrument. An email of an original signature or electronically signed version transmitted to the other Party is as effective as if the original was sent to the other Party.

26. Governing Law

These General Terms and Conditions, the Agreement and its performance will be governed by, subject to, and construed in accordance with the laws of the country where PROVIDER has its corporate address, unless otherwise agreed in the Agreement.

27. Compliance with Export Control Regulations

27.1.

Concerning PROVIDER's Products and Services, CUSTOMER shall comply with all applicable national and international export control laws and with any regulations issued by the European Union, U.S. Department of Commerce and similar agencies concerning exporting, importing and re-exporting any relevant PROVIDER's Products and Services. This concerns, in particular, any restrictions or controls on the export of dual use goods, as well as sanction mechanisms relating to exports to prohibited territories, such as Belarus, Cuba, Iran, North Korea, Russia, Russian-occupied Ukraine and Syria, or any other embargoed or sanctioned country. In particular, CUSTOMER shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.

27.2.

CUSTOMER shall undertake its best efforts to ensure that the purpose of paragraph 27.1 is not frustrated by any third parties further down the commercial chain, including by possible resellers. CUSTOMER will pass on the requirements imposed by this article to its own customers and distribution channels and incorporate them in its own sales terms.

27.3.

CUSTOMER shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraphs 27.1 and 27.2. If required to enable authorities or PROVIDER to conduct export control checks, CUSTOMER, upon request by PROVIDER, shall promptly provide PROVIDER with all information pertaining to the particular end user, the particular destination and the particular intended use of information, software and documentation provided by PROVIDER, as well as any export control restrictions existing.

27.4.

Any violation of paragraphs 27.1, 27.2 or 27.3 shall constitute a material breach of an essential element of this Agreement, and PROVIDER shall be entitled to seek appropriate remedies, including, but not limited to: (i) termination of this Agreement; and (ii) a penalty of 10% of the total value of this Agreement or price of the goods exported, whichever is higher.

27.5.

The Customer shall immediately inform the Provider about any problems in applying paragraphs 27.1, 27.2 or 27.3, including any relevant activities by third parties that could frustrate the purpose of paragraph 27.1. The Customer shall make available to the Provider information concerning compliance with the obligations under paragraph 27.1, 27.2 and 27.3 within two weeks of the simple request of such information.

27.6.

CUSTOMER shall indemnify and hold harmless PROVIDER from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by CUSTOMER. CUSTOMER shall compensate PROVIDER for all losses and expenses resulting thereof, unless such noncompliance was not caused by fault of CUSTOMER.

28. Dispute Settlement

In the case of dispute or conflict between the Parties, they will use their best endeavor to settle or resolve it rapidly, in an amicable way and in good faith.

If the dispute or conflict is not resolved in an amicable way, the Parties hereby undertake to apply the ICC Rules of Mediation (https://iccwbo.org/dispute-resolution-services/mediation/mediation-rules/) to all disputes arising out of or in relation with the Agreement. The seat of the mediation shall be the closest city from the PROVIDER's corporate address, unless otherwise agreed in the Agreement. But the Parties can decide to meet through a videoconference system such as Teams. The proceedings shall be conducted in English.

Should the mediation fail, the dispute shall be settled in accordance with the Rules of Conciliation and Arbitration of the ICC (https://iccwbo.org/dispute-resolution-services/arbitration/), by one arbitrator designated in conformity with those rules. The arbitration proceedings will be held in the closest city from the PROVIDER's corporate address, unless otherwise agreed in the Agreement. But the Parties can decide to meet through a videoconference system such as Teams. The proceedings shall be conducted in English.