

Viziotix

Terms and Conditions for Software

ABOUT

These terms and conditions govern the use of Viziotix Software in the Finished Application of the Licensee. The Licensor is Viziotix (Us or We) and the Licensee (You) is the integrator of the Software (each a Party and together The Parties).

These terms are current as of 1st August 2021

You are contracting with Viziotix S.A.S. a company registered in France at 2 rue Saint Exupéry, Apt 13, 31750 ESCALQUENS, France.

AGREEMENT

1. Definitions

1.1 In this Agreement, except to the extent expressly provided otherwise:

"Activation" means the first usage of the Software on a new hardware device;

"Active Device" means a unique device and its licensed application, software or program that accesses the Software in a 12-month period. A device becomes inactive if it has not used the barcode scanner in a subsequent 12-month term. The license seat taken by an inactive device will then be automatically released and allocated to a new Active Device;

"Agreement" means this document together with the Software Particulars Order Form, the Software Specification, the Privacy Policy, including appendices, and any duly authorized amendments to this Agreement agreed from time to time;

"Anniversary Date" means the date the license automatically renews or the anniversary of commencement of the primary contract period;

"Annual License" means a subscription license to use the Software for a period of 12-months for an annual fee;

"Business Day" means any weekday;

"Business Hours" means the hours of 09:00 to 17:00 CET on a Business Day;

"Fees" means the following amounts:

- (a) the amounts specified in the Software Particulars Order Form; and
- (b) such amounts as may be agreed by the Parties in writing from time to time;

"Confidential Information" means all information related to this Agreement including Fees and commercial terms, performance data, personal data, technical data shared by the Parties, License Keys, emails and the documents specific to this Agreement;

"Documentation" means the documentation for the Software produced by the Licensor and delivered or made available by the Licensor to the Licensee;

"Effective Date" means the date defined as the start of the Term of the Software license Agreement as detailed in the Software Particulars Order Form;

"Fees" means the fee payable for the License and usage of the Software according to the Scope and Term as set out in the Software Particulars Order Form;

"Finished Application" means the solution, application or executable software belonging to the Licensee that integrates the Software;

"Force Majeure Event" means events beyond the control of the Parties, for example, but not limited to, the occurrence of a natural disaster, strikes, utility breakdowns, internet service provider breakdowns or an act of terrorism or war;

"Free Test Version" means a free trial version of the Software supplied as an executable or SDK, without warranty, for a limited duration to allow the user to test and ensure that the Software performance conforms to their requirements;

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models and rights in designs);

"License Key" means the data string provided by the Licensor that verifies authorized Software product access;

"License" means the rights, limits and obligations defined in the Agreement required by the Licensor on the Licensee to use the Software for a defined Term and on payment of the Fees;

"Licensee" means You or the customer who purchases a License to use the Software;

"Licensor" means Us or Viziotix SAS as the owner of the Software;

"Minimum Term" means, in respect of this Agreement, the period of 12-months beginning on the Effective Date;

"Perpetual License" means a one-time license for a device or number of devices with a one-time fee being payable per device on signature of the Agreement;

"Privacy Policy" means the Viziotix Privacy Policy that defines what data is stored and how it is used and is available via the link in Section 14.1, or on the Viziotix.com website.

"Renewal Term" means the 12-months following the end of the initial Term or previous Renewal Term;

"Scope" means the restrictions and limits that apply to the Agreement that are set out in the Software Particulars Order Form including the application, device volumes, usage limits, operating system, application, device type and any other restrictions to the license specified;

"Software" means the Software component provided as an SDK by the Licensor and identified in the Software Particulars Order Form;

"Software Defect" means a defect, error or bug in the Software having an adverse effect on operation, functionality or performance of the Software, but excluding any defect, error or bug caused by or arising as a result of:

- (a) any act or omission of the Licensee or any person authorized by the Licensee to use the Software;
- (b) any use of the Software contrary to the Documentation by the Licensee or any person authorized by the Licensee to use the Software;
- (c) a failure of the Licensee to perform or observe any of its obligations in this Agreement; and/or
- (d) an incompatibility between the Software and any other system, network, application, program, hardware or software not specified as compatible in the Software Specification;

"Software Particulars Order Form" means the document that sets out the particular features, limits and Fees of this Agreement that forms part of this Agreement;

"Software Specification" means the specification for the Software set out in the document that forms part of this Agreement and available here: <https://www.viziotix.com/wp-content/uploads/2021/08/2021-08-09-Viziotix-Software-Specifications.pdf>;

"Support" means the services (help and assistance) and updates provided by the Licensor to Licensees (or potential Licensees) to enable integration and effective usage of the Software. The Support offered is defined in Section 3 of the Software Particulars Order Form;

"Term" means the period of 12-months or multiple of 12-months, starting from the Effective Date, that defines the period that the License is granted by the Licensor to the Licensee for the usage of the Software in accordance with Section 2;

"Tier Volume" means the maximum number of Active Devices licensed under this Agreement in any 12-month period.

2. Term and Renewal

- 2.1 This Agreement shall come into force upon the Effective Date and continue for a Minimum Term of 12-months or any longer Term agreed and defined in the Software Particulars Order Form and any applicable Renewal Term.
- 2.2 Except where otherwise specified in the Software Particulars Order Form, this Agreement (including any Support elements) will renew automatically for additional periods of 12-months at the end of the Term or any applicable Renewal Term unless the Licensor or Licensee notify the other Party of intent to not renew or terminate the Agreement. Such notice of non-renewal must be provided in writing not less than 30 days before the end of the current License Term and respect the requirements of Sections 11.1, 11.2 and 13. The Fees for the Renewal Term will be as the original Agreement, or relevant Renewal Term, unless this is varied and notified by the Licensor as specified in 6.3.

3. Supply of Software

- 3.1 The Licensor shall make the Software available for download by the Licensee within 10 Business Days following the date of execution of the order, and shall provide to the Licensee a License Key to activate the Software and such assistance in relation to the Software and download of the Software as the Licensee may reasonably request.

4. Software License

- 4.1 Subject to the terms of the Agreement, payment of the Fees and in accordance with the Scope, the Licensor hereby grants to the Licensee, from the Effective Date until the end of the Term, a limited, non-exclusive, non-transferable, non-sub-licensable license to:

- (a) Integrate, use, copy and transmit the Software according to the Scope and terms defined in the Software Particulars Order Form, in order to integrate the Software into your system, solution or Finished Application;
- (b) Distribute the Software embedded as part of your system, solution or Finished Application as defined in the Software Particulars Order Form. The Finished Application must therefore be compiled to a binary object code and the Software component must be used only by the Finished Application of the Licensee. Any redistribution of the Software as licensed, or in the form of a re-linkable library, or in a similar form shall be prohibited;
- (c) The Software may only be used to develop and compile the Finished Application by a Licensee who holds a valid and effective license pursuant to the terms and conditions hereof which has not been terminated, revoked or expired,

subject to the limitations and prohibitions set out and referred to in this Section 4.

- 4.2 The license granted by the Licensor to the Licensee in Section 4.1 is subject to limitations including but not limited to the number of installations (defined as the number of Activations or Active Devices), the types of users, the type of device, the use-case, the geographic region, etc. as set out in the Scope table in the Software Particulars Order Form.
- 4.3 The Licensee may not sub-license and must not purport to sub-license any rights granted under Section 4.1 without the prior written consent of the Licensor.
- 4.4 The Software may only be used as a component of the Licensee's software by the officers and employees of the Licensee, and the officers and employees of the Licensee's agents, subcontractors, customers, clients, suppliers and service providers. The Licensee shall ensure that all users are aware of and comply with the terms of the Agreement.
- 4.5 Save to the extent expressly permitted by this Agreement or required by applicable law on a non-excludable basis, any license granted under this Section 4 shall be subject to the following prohibitions:
- (a) the Licensee must not sell, resell, rent, lease, loan, supply, publish, distribute or redistribute the Software except as a component of the Licensee's system, solution or Finished Application;
 - (b) the Licensee must not decompile, de-obfuscate or reverse engineer, or attempt to decompile, de-obfuscate or reverse engineer, the Software.
- 4.6 The Licensee agrees that the Software requires a valid License Key from the Licensor for the use of the Software. The Licensee accepts the need to use a valid license key and agrees to replace this key with any new License Key that the Licensor demands. The Licensee agrees and accepts to update the License Key in the Software prior to any expiry of an existing key. The Licensor will not have any liability to the Licensee related to any delay or failure to update a License Key or for any error in the License Key but will use best efforts to ensure the provision of a valid License Key.
- 4.7 The Licensee shall be responsible for the security of License Keys of the Software supplied to the Licensee under this Agreement and shall use all reasonable endeavors (including all reasonable security measures) to ensure that access to such license keys is

restricted to persons authorized to use them under this Agreement. The Licensee shall not allow access to the keys or the Software to any third party.

- 4.8 The Licensee shall use a separate License Key for each agreed system, solution or Finished Application. Two or more different applications running on the same device will each require unique License Keys and Fees will be payable for each application.
- 4.9 The Licensee shall be responsible for their system, solution or application including functionality, specification, look and feel, updates and maintenance for any and all aspects
- 4.10 The Licensee shall integrate and use the latest version of the Software Component and regularly update their system, solution or application to ensure that the version in use is always the current fully released version or a version released in the 12-months previous to the latest version release date. Older versions will not be supported or warranted by the Licensor unless otherwise agreed in the Software Particulars Order Form.
- 4.11 The Licensee is responsible and liable for compliance with the Agreement and any breach thereof by anyone that the Licensee gives access to the Software or License Key (including employees, affiliates, successors in business, partners and customers) and any third-party that is provided with a License Key and makes unauthorized use.
- 4.12 The Licensee accepts that the License Key requires intermittent internet connection to validate its use and to send usage data, as defined in the Privacy Policy, to the Licensor and its service providers. If the usage data obtained is not sufficient for the Licensor to reasonably establish that usage conforms to the Agreement, then the Licensor may request further information from the Licensee to audit the usage and the Licensee agrees to provide this data within 30 business days. Such information may include but is not limited to: verifiable data such as from MRP or ERP or mobile device management systems on device volumes shipped with the Software, Active Devices per platform and application, and current users or sites using the Software. Such requests will be made only once in any 12-month period and to request data limited to the previous 12-month period prior to the date of the request.
- 4.13 The Software may use open-source components from third party open-source licenses. The list of open-source components used in the Software is provided to the Licensee in the Documentation and in the Software SDK deliverable. In compliance with open-source license terms, Licensee shall make available to the end users the list of open-source components.

5. No assignment of Intellectual Property Rights

- 5.1 These terms confer only the right to use the Software or Service. Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from the Licensor to the Licensee, or from the Licensee to the Licensor.

The Software, source code, know-how, trade secrets, any materials used to provision the Software or related services, and all intellectual property rights, title and interest remains the property of the Licensor, or our licensors

6. Fees

- 6.1 The Licensee shall pay the Fees to the Licensor in accordance with this Agreement as defined in the Software Particulars Order Form.
- 6.2 All amounts stated in or in relation to this Agreement are, unless the context requires otherwise, exclusive of any applicable value added taxes or sales taxes, which will be added to those amounts and payable by the Licensee to the Licensor or relevant authorities depending on applicable law.
- 6.3 On the renewal of this Agreement, the Licensor may elect to vary any element of the Fees by giving to the Licensee not less than 60 days' written notice of the variation before the end of the current Term.
- 6.4 The Fees and payment obligations are non-cancellable and non-refundable. The quantities ordered cannot be decreased during the Term or relevant Renewal Term.
- 6.5 The Fees are based on the usage limits defined in the Scope. If the Licensee's usage exceeds that allowed in the Scope the Parties will cooperate to reduce usage to the limits or amend the Agreement to increase the limits with additional Fees being payable. If the Licensee exceeds the number of Active Devices or Activations defined in the Scope and no amendment is agreed to increase these limits, additional Fees will be payable and the Licensor will invoice these Fees when the limit has been exceeded
 - (a) For Annual Licenses based on Tier Volumes of Active Devices, the Fees payable will be based on the next Tier Volume price set out in the Software Particulars Order Form and will be the difference between the Fees paid and the next Tier Volume Fees applied prorated to the full Term or applicable Renewal Term starting from the month in which the limit was exceeded. If the next Tier Volume price is not set out in the Software Particulars Order Form, or if this volume is

also exceeded, then the Licensor will apply the current Tier Volume price per device (Tier Fees/Tier Volume) to the next Tier Volume as used in the Licensor's current price list.

- (b) For Perpetual Licenses the volume limit is stated as a number of Activations. If the Activations limit is exceeded then the Licensor will invoice the additional Activations at the unit price paid in the Agreement or last amendment.

The Licensee agrees to pay the additional Fees and invoices described in Section 6.5 in accordance with Section 7.2 or be in breach of the Agreement and subject to the rights of the Licensor described in Section 7.4.

7. Payments

- 7.1 The Licensor shall issue invoices for the Fees to the Licensee annually in advance of the Effective Date or Anniversary Date (in the case of an Annual License), or on the execution (signature) of the Agreement (in the case of a Perpetual License).
- 7.2 The Licensee must pay the Fees to the Licensor within the period of 30 days following the issue of an invoice in accordance with this Section.
- 7.3 The Licensee must pay the Fees by bank transfer or cheque using such payment details as are notified by the Licensor to the Licensee.
- 7.4 If the Licensee does not pay any amount properly due to the Licensor under this Agreement, the Licensor may:
 - (a) Suspend the access to the Software or service if any Fees remain unpaid more than 30 days past the invoice due date. The Licensor will notify the Licensee of any suspension with 10 days' notice using the contact details and methods described in Section 13;
 - (b) Terminate the License in accordance with Section 11.5.

If there is an ongoing discussion or dispute over the Fees and the Licensee and Licensor are engaged in a constructive resolution then the Licensor will not exercise the rights in Section 7.4 during these discussions.

8. Warranty, Liability and Indemnity

- 8.1 The Licensor warrants to the Licensee that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.
- 8.2 The Licensor warrants to the Licensee that during the License Term:
 - (a) the Software as provided will conform in all material respects with the Software Specification;
 - (b) We will not materially reduce the functionality, performance or security of the Software;
 - (c) We will test and apply industry standards to ensure the functionality according to the Software Specification.

This warranty will apply only during a valid Term where the Software is used in conformance with the Specification and Documentation, or any written instructions from the Licensor.

Should a breach of the terms in 8.2 occur, the Licensee will provide the Licensor with all reasonable information to assist in resolving the defect or deficit. Any remedy to the breach will be incorporated into the next Software release and the Licensee agrees in advance to integrate a new release if necessary to resolve the breach.

- 8.3 The Licensor warrants to the Licensee that the Software, when used by the Licensee in accordance with this Agreement, will not breach any laws, statutes or regulations applicable under French law.
- 8.4 The Licensee has had the opportunity to perform detailed testing and evaluation of the Software by means of a Free Test Version. The Software Component is therefore provided "as is" and, with the exception of 8.2 above, the Software Component is provided with NO WARRANTY or LIABILITY. The Licensee also accepts that the Agreement is not dependent on any future functionality.
- 8.5 If the Licensor reasonably determines, or any third party alleges, that the use of the Software by the Licensee in accordance with this Agreement infringes any person's Intellectual Property Rights, the Licensor may, acting reasonably at its own cost and expense:

- (a) modify the Software in such a way that it no longer infringes the relevant Intellectual Property Rights, providing that any such modification must not introduce any Software Defects into the Software and must not result in the Software failing to conform with the Software Specification; or
 - (b) procure for the Licensee the right to use the Software in accordance with this Agreement; or
 - (c) request that the Licensee stop using the Software and terminate the applicable Term. In this case the Licensor will terminate the License and refund any Fees paid in advance by the Licensee for the remaining period of the Term after the date of termination. See Section 11.5 (c).
- 8.6 The Licensee warrants to the Licensor that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.
- 8.7 Licensee shall indemnify and hold Licensor, as well as its employees, affiliates, successors in business, partners and customers (in each case including their agents and employees) harmless from and against any damages by any third-party claim that alleges Intellectual Property infringement by the Licensee's product, system or Finished Application or asserted as a consequence of Licensee's breach of its obligations based on Licensee's use of the Software.
- 8.8 All of the Parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NO OTHER WARRANTIES OR REPRESENTATIONS CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT WILL BE IMPLIED INTO THIS AGREEMENT OR ANY RELATED CONTRACT.
- 9. Acknowledgements and warranty limitations**
- 9.1 The Licensee acknowledges that complex software is never wholly free from Software Defects, errors and bugs; and subject to the other provisions of this Agreement, the Licensor gives no warranty or representation that the Software will be wholly free from Software Defects, errors and bugs.
- 9.2 The Licensee acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this Agreement, the Licensor gives no warranty or representation that the Software will be entirely secure.
- 9.3 The Licensee acknowledges that the Software is only designed to be compatible with that software and hardware specified as compatible in the Software Specification; and the Licensor does not warrant or represent that the Software will be compatible with any other software or hardware.
- 9.4 The Licensee acknowledges that except to the extent expressly provided otherwise in this Agreement, the Licensor does not warrant or represent that the Software or the use of the Software by the Licensee will not give rise to any legal liability on the part of the Licensee or any other person. THE LICENSEE ACCEPTS THE RESPONSIBILITY TO ENSURE THAT THE USAGE OF THE SOFTWARE IS SAFE AND CAUSES NO HARM. THE LICENSEE ACCEPTS THAT BARCODE AND COMPUTER VISION TECHNOLOGIES ARE NOT 100% EFFICIENT OR ACCURATE AND THAT THE LICENSOR WILL HAVE NO RESPONSIBILITY OR LIABILITY FOR THE RESULTS OBTAINED FROM THE USE OF THE SOFTWARE.
- 10. Limitations and exclusions of liability**
- 10.1 Nothing in this Agreement will:
- (a) limit or exclude any liability for death or personal injury resulting from negligence;
 - (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
 - (c) limit any liabilities in any way that is not permitted under applicable law; or
 - (d) exclude any liabilities that may not be excluded under applicable law.
- 10.2 The limitations and exclusions of liability set out in this Section 10 and elsewhere in this Agreement:
- (a) are subject to Section 10.1; and
 - (b) govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this Agreement.
- 10.3 Neither Party shall be liable to the other Party in respect of any loss of profits or anticipated savings.

- 10.4 Neither Party shall be liable to the other Party in respect of any loss of revenue or income.
- 10.5 Neither Party shall be liable to the other Party in respect of any loss of use or production.
- 10.6 Neither Party shall be liable to the other Party in respect of any loss of business, contracts, opportunities or goodwill or any kind.
- 10.7 Neither Party shall be liable to the other Party in respect of any loss or corruption of any data, database or software.
- 10.8 Neither Party shall be liable to the other Party in respect of any special, indirect or consequential loss or damage.
- 10.9 IRRESPECTIVE OF THE LEGAL GROUND OF ANY CLAIM, ANY LIABILITY OF THE LICENSOR TO THE LICENSEE IN CONNECTION WITH THE SOFTWARE COMPONENT OR SERVICES PROVIDED HEREUNDER SHALL NOT EXCEED THE SUM TOTAL OF PAYMENTS RECEIVED IN AGGREGATE FOR PROVIDING THE RESPECTIVE SOFTWARE OR SERVICE.

11. Termination

- 11.1 The Licensor may terminate this Agreement by giving to the Licensee not less than 30 days' written notice of termination before the end of the current Term or relevant Renewal Term, to take effect only at the end of the Term.
- 11.2 The Licensee may terminate this Agreement by giving to the Licensor not less than 30 days written notice of termination before the end of the current Term or relevant Renewal Term, to take effect only at the end of the Term.
- 11.3 Either Party may terminate this Agreement immediately by giving written notice of termination to the other Party if:
- (a) the other Party commits any material breach of this Agreement, and the breach is not remediable;
 - (b) the other Party commits a material breach of this Agreement, and the breach is remediable but the other Party fails to remedy the breach within the period of 30 days following the giving of a written notice to the other Party requiring the breach to be remedied; or
 - (c) the other Party persistently breaches this Agreement (irrespective of whether such breaches collectively constitute a material breach).
- 11.4 Either Party may terminate this Agreement immediately by giving written notice of termination to the other Party if:
- (a) the other Party:
 - (i) is dissolved;
 - (ii) ceases to conduct all (or substantially all) of its business;
 - (iii) is or becomes unable to pay its debts as they fall due;
 - (iv) is or becomes insolvent or is declared insolvent; or
 - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
 - (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other Party;
 - (c) an order is made for the winding up of the other Party, or the other Party passes a resolution for its winding up (other than for the purpose of a solvent company reorganization where the resulting entity will assume all the obligations of the other Party under this Agreement).
- 11.5 The Licensor may terminate this Agreement immediately by giving written notice to the Licensee if:
- (a) any amount due to be paid by the Licensee to the Licensor under this Agreement is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and
 - (b) the Licensor has given to the Licensee at least 30 days' written notice, following the failure to pay, of its intention to terminate this Agreement in accordance with this Section 11.5;
 - (c) if the use of the Software in the Licensee's product, system or Finished Application is alleged to infringe a third party's Intellectual Property Rights and no remedy can reasonably be proposed by the Licensor to resolve the alleged infringement. See Section 8.5.

12. Effects of termination

- 12.1 Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, save that the following provisions of this Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): [Sections 1, 7.2, 7.4, 10, 12, 14 and 15].
- 12.2 Except to the extent that this Agreement expressly provides otherwise, the termination of this Agreement shall not affect the accrued rights of either Party.
- 12.3 For the avoidance of doubt, the licenses of the Software in this Agreement shall terminate upon the termination of this Agreement; and, accordingly, the Licensee must immediately cease to use the Software upon the termination of this Agreement.
- 12.4 Within 10 Business Days following the termination of this Agreement, the Licensee shall:
- (a) return to the Licensor, or dispose of as the Licensor may instruct, all media in its possession or control containing the Software; and
 - (b) irrevocably delete from all computer systems in its possession or control all copies of the Software and License Key.

and if the Licensor so requests the Licensee shall procure that a director of the Licensee certifies to the Licensor, in a written document signed by that person and provided to the Licensor within 5 Business Days following the receipt of the Licensor's request, that the Licensee has fully complied with the requirements of this Section 12.4.

- 12.5 In no event will termination relieve the Licensee of the obligation to pay any Fees payable or outstanding to the Licensor for the period prior to the termination.

13. Notices

- 13.1 Any notice from one Party to the other Party under this Agreement must be given by one of the following methods (using the relevant contact details set out in Section 13.2):
- (a) delivered personally or sent by courier, in which case the notice shall be deemed to be received upon delivery; or
 - (b) sent by email in which case the notice shall be deemed to be received upon reception, providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.
- 13.2 The Parties' contact details for notices under this Section 13 are as follows:
- (a) in the case of notices sent by the Licensee to the Licensor, legal@viziotix.com; or the registered postal address
 - (b) in the case of notices sent by the Licensor to the Licensee, the contact details will be the details supplied in the Software Particulars Order Forder document, which the Licensee will notify changes to the Licensor as necessary.
- 13.3 The addressee and contact details set out in Section 13.2 may be updated from time to time by a Party giving written notice of the update to the other Party in accordance with this Section 13.

14. General

- 14.1 Privacy and usage data. The Licensee acknowledges and accepts that certain data (usage data and personal data) is transmitted to the Licensor or its service providers. The treatment of the data is described in the Privacy Policy available via the following link, and is hereby incorporated and made an integral part of the Agreement (<https://www.viziotix.com/wp-content/uploads/2021/08/2021-08-09-Viziotix-Privacy-Policy.pdf>).
- 14.2 The Licensee must keep confidential all commercial details agreed or offered by the Licensor. The Licensee must not share any test or benchmark details of the Software with any other parties. In the context of business discussions, the Parties will grant each other access to certain information and materials, including, but not limited to, the business, commercial offers, source codes, trade and business secrets, know-how, data and products of the other Party, that are confidential (the "Confidential Information"); The value of this would be impaired if such Confidential Information is disclosed to third parties. The Parties shall maintain and protect the confidentiality of Confidential Information in the same manner in which they protect their own Confidential Information of a similar nature. The Parties will take necessary precautions to protect and maintain the confidentiality and non-disclosure of Confidential Information. Notwithstanding any other provision hereof, Confidential Information shall not include any information that: (i) is or subsequently becomes public domain through no fault of the disclosing Party; (ii) is already known to the disclosing Party at the time of its disclosure; (iii) is rightfully received by the disclosing Party from a third party without restriction on disclosure; (iv) has demonstrably been developed independently by the

disclosing Party. The Parties' confidentiality obligation shall survive the end of the Parties' business relationship without limitation in terms of time.

- 14.2 No breach of any provision of this Agreement shall be waived except with the express written consent of the Party not in breach.
- 14.3 If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the Parties, in which case the entirety of the relevant provision will be deemed to be deleted).
- 14.4 This Agreement may not be varied except by a written document signed by or on behalf of each of the Parties.
- 14.5 Accept as permitted herein, neither Party may without the prior written consent of the other Party, not to be unreasonably withheld, assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement. Notwithstanding the foregoing, the Licensor may at any time upon notice to the Licensee assign or otherwise transfer the Licensor's rights and obligations under the Agreement to any of its affiliates or successors in business. The Licensor may further at any time involve any of its affiliates as subcontractors under the Agreement.
- 14.6 This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the Parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.
- 14.7 This Agreement with its documents and their appendices shall constitute the entire Agreement between the Parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the Parties in respect of that subject matter whether in writing or oral, relating to the subject-matter hereof.
- 14.8 Marketing. Except as otherwise agreed by the Parties, neither Party may make any public announcement or press release about the terms of this Agreement without the other Party's prior written approval and consent, not to be unreasonably withheld. Notwithstanding this Section, the Licensor reserves the right to show the Licensee's Logo and mention the Licensee's name in marketing collateral. The brand name Viziotix and all other brand names or trademarks of the Licensor may only be used with Licensor's prior written consent.
- 14.9 Force Majeure. Neither Party shall have any liability to the other Party if the Party is unable to perform its obligations due to a Force Majeure Event.
- 14.9 This Agreement shall be governed by and construed in accordance with the laws of France.
- 14.10 The courts of France shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.
- 15. Interpretation**
- 15.1 The Section headings do not affect the interpretation of this Agreement.
- 15.2 References in this Agreement to "calendar months" are to the 12 named periods (January, February and so on) into which a year is divided.
- 15.3 In this Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

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