

## License Agreement for Objectis Software

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### Preamble

Objectis SA has developed a software Platform « Concept », « oStudio » and « OcfApi » (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

### Software License

#### License Grant

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

Subject to the terms and conditions set forth in this Agreement, Objectis hereby grants to Licensee and Licensee hereby accepts, a indefinitely, nonexclusive, non-transferable license (the "License") to use the Objectis computer software identified as Platform and any updates, upgrades, modifications and error corrections thereto provided to Licensee (the "Programs") and any accompanying documentation (the "Documentation", together with the Programs, collectively the "Software") solely as specified in this

Agreement.

This license fully includes the right to freely distribute the products containing or based over the Platform to the customers of the Licensee. This right is limited to the products for which the license has been granted to the Licensee. The adaptation or configuration by the end user of the applications based over the platform is free.

#### Scope of use

The Software is licensed, not sold, on a per-seat basis. You may only allow the number of individuals in Your organization to use the Software that corresponds to the maximum number of License seats You have purchased from Objectis hereunder. This means that at any given time, the number of individuals authorized to use the Software under the License (each a "Licensed Developer") cannot exceed the number of License seats that You have purchased from Objectis and for which You have paid Objectis all applicable License Fees pursuant to this Agreement. Your Licensed Developers may install the Software on multiple machines, so long as the Software is not being used simultaneously for development purposes at any given time by more Licensed Developers than You have License seats. You are not limited by the number of License seats with respect to how many individuals within Your organization may access and use the Software for purposes other than development (e.g., testing purposes). You may also embed copies of the Programs in Your own proprietary software applications that You develop, license and distribute to Your own end-user licensees ("Authorized End-Users"), solely in accordance with the requirements set forth in Section 1.4 below.

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You must include a valid copyright message in Your Integrated Products in a location viewable by Authorized End-Users (e.g. "About" box) that will serve to protect Objectis copyright and other intellectual property rights in the Software.

#### License Limitations

The Licensee is authorized to make the copies of the platform needed for its normal use, as well as copies for backup purpose.

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.

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

You may not use the Objectis product names, logos or trademarks to market Your Integrated Product.

You are not allowed to sell or distribute software or applications that make use of any part of an Objectis software product.

#### Royalty and Guarantees

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

Corrections of operational problems real or perceived, updates of the platform to bring it into line with the requirements of the Licensee and the improvements or the provision of periodic new versions are not part of the license granted.

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.

#### Responsibilities

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.

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.

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.

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.

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.

#### Confidentiality

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.

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.

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.

#### Duration and Termination

This Agreement and the License granted hereunder shall continue until terminated in accordance with this Section. The License granted hereunder shall last as long as You use the Software in compliance with the terms herein. Unless otherwise prohibited by law, and without prejudice to Objectis' other rights or remedies, Objectis shall have the right to terminate this Agreement and the License granted hereunder

immediately if You breach any of the material terms of this Agreement, and You fail to cure such material breach within thirty (30) days of receipt of notice from Objectis. Upon termination of this Agreement, all Licenses granted to You hereunder shall terminate automatically and You shall immediately cease use and distribution of the Software; provided shall survive such termination. You must also destroy (i) all copies of the Software not integrated into a live, functioning instance(s) of Your Integrated Product(s) already installed, implemented and deployed for Your Authorized End-User(s), and (ii) any product and company logos provided by Objectis in connection with this Agreement.

#### Applicable Law

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.

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

This agreement is governed by Swiss law.

**YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND THIS AGREEMENT, AND UNDERSTAND THAT BY CONTINUING THE INSTALLATION OF THE SOFTWARE PRODUCT, BY LOADING OR RUNNING THE SOFTWARE PRODUCT, OR BY PLACING OR COPYING THE SOFTWARE ONTO YOUR COMPUTER HARD DRIVE, YOU AGREE TO BE BOUND BY THIS AGREEMENT'S TERMS AND CONDITIONS. YOU FURTHER AGREE THAT, EXCEPT FOR WRITTEN SEPARATE AGREEMENTS BETWEEN TELERIK AND YOU, THIS AGREEMENT IS A COMPLETE AND EXCLUSIVE STATEMENT OF THE RIGHTS AND LIABILITIES OF THE PARTIES.**