TTTech Industrial Automation AG – Nerve Blue Software License Terms

Preamble

Nerve Blue is an Industrial IoT software product that comprises Nerve Blue Device Software and Nerve Blue Management System Software. Nerve Blue Management System Software is used for the remote management of Nerve Blue Device Software. There are two alternative options of obtaining Nerve Blue Management System Software functionality: either (i) via payment of a continuous license fee for the permission to use Nerve Blue Management System Software (as covered in Section C.2 of this agreement); or (ii) via payment of a continuous service fee for the receipt of Nerve Blue Management System functionality as a service provided by TTTech Industrial (covered by terms defined in a separate agreement)

Scope

This agreement (the **"Agreement"**) specifies the license terms for both the Nerve Blue Device Software as well as for the Nerve Blue Management System Software (the "**Licensed Software**") of TTTech Industrial Automation AG ("**TTTech Industrial**"). The direct user of the Licensed Software identified at the end of this Agreement who intends to use the Licensed Software pursuant the following provisions shall hereinafter be referred to as "**Customer**" (Customer and TTTech Industrial shall be together referred to as the "**Parties**" or individually as "**Party**").

DEFINITIONS

"Accepted PO" shall mean the purchase order issued by Customer under this Agreement and confirmed in writing by TTTech Industrial.

"**Affiliate**" means any corporation, company or other entity which directly or indirectly (i) is Controlled by a Party, (ii) Controls a Party or (iii) is under common Control with a Party. "Control" means that a minimum of 50% (fifty percent) of the controlled entity's outstanding shares or ownership interests, representing the right to make decisions for such entity, are owned or controlled, directly or indirectly, by the controlling entity. For clarification purposes, TTTech Auto AG and its Affiliates shall be deemed TTTech Affiliates within the meaning of this Agreement.

"Confidential Information": shall mean all information (in any form whatsoever) received by Customer from TTTech Industrial and/or from any of its affiliates that is either designated as being confidential or proprietary or is confidential and proprietary in nature, including, but not limited to, the Licensed Software, any documentation related thereto, the plans, research, development, trade secrets, information relating to any client, member, customer, supplier, or affiliate, pricing information, financial information, marketing information, information relating to TTTech Industrial's software or hardware products, data files, documentation, specifications, databases, techniques, algorithms, logic, networks, architecture and system design, file layouts, tool combinations and development methods. "Confidential Information" does not include any information that Customer can prove: (i) was already known to Customer or its officers, directors, employees and agents, free of any obligation to keep it confidential; (ii) was or becomes publicly known through no wrongful act of Customer or its officers, directors, employees and agents; (iii) was received by Customer from a third party without any restriction on confidentiality; (iv) was independently developed by Customer or its officers, directors, employees and agents as demonstrated by prior existing documentation; (v) was disclosed to third parties by TTTech Industrial without any obligation of confidentiality; (vi) was approved for release by prior written authorization of TTTech Industrial, or (vii) must be disclosed in order to comply with applicable law, including any requirement imposed by judicial or administrative process, provided that Customer shall give TTTech Industrial prompt prior notice before making such disclosure and cooperate with TTTech Industrial in all reasonable respects to obtain a protective order and/or minimize any such disclosure.

"**Contractor**" shall mean a person, company, corporation, or other entity performing work such as design-, testing-, manufacturing- or distribution work on behalf of Customer, Intermediary Party or End Customer and that is bound by Customer to the adherence of terms and conditions at least as restrictive as set forth in this Agreement.

Customer shall be liable for the performance of its Contractors as for its own.

"**Device**" means the Nerve-qualified hardware specified in the Accepted PO on which Nerve Blue Device Software can be integrated and/or used.

"**Intermediary Party**" means a customer of Customer who intends to develop, produce and/or manufacture End Products and/or further intermediary products integrating a Device and further market such products, either directly to End Users or through further Intermediary Parties.

"**End Product(s)**" means the products developed, produced and/or manufactured by Customer or an Intermediary Party and offered to End Users within which a Device with integrated Nerve Blue Device Software, is integrated or otherwise distributed together.

"**End User(s)**" means any customer of (a) Customer (directly or through Contractors on behalf of Customer) or (b) of an Intermediary Party (through one or more channels of distribution), who buys, leases or otherwise obtains the End Product for such customer's internal, own use.

"License Fees" shall mean the payment obligations by Customer which are related to the license to use Software in accordance with Sections A and C.

"Licensed Software" or **"Software"** means Nerve Blue Device Software and/or Nerve Blue Management System Software and/or Nerve Blue Management Software Connection Manager. For the sake of clarity, the definition of Software in the meaning herein shall not refer to Open Source Software as defined below.

"Maintenance Fees" shall mean the payment obligations by Customer which are related to the right to receive Updates and/or Upgrades in accordance with Section C.

"Managed" shall mean the state of a Device incorporating Nerve Blue Device Software from the moment it is connected to the Nerve Blue Management System Software to the moment it is disconnected from the Nerve Blue Management System Software.

"Nerve Blue Device Software" means the software provided by TTTech Industrial as Nerve Blue Device Software under this Agreement (may it be provided or made available through TTTech Industrial or by its subcontractors or distributors), marketed under the brand Nerve Blue, to be executed exclusively on a qualified hardware device approved by TTTech Industrial ("Device"). The Nerve Blue Device Software provides the functionality of device management in combination with the Nerve Blue Management System Software and is capable of hosting workloads.

"Nerve Blue Management System Software" means the software provided by TTTech Industrial as Nerve Blue Management System Software under this Agreement (may it be

provided or made available through TTTech Industrial or by its subcontractors or distributors), marketed under the brand Nerve Blue, which is capable of managing connected Devices incorporating the Nerve Blue Device Software. The Nerve Blue Management System Software's capabilities are, for example, device monitoring, workload management, workload deployment and software update.

"**Nerve Blue Management System Software Connection Manager**" means the software provided by TTTech Industrial as Nerve Blue Management System Software Connection Manager under this Agreement (may it be provided or made available through TTTech Industrial or by its subcontractors or distributors), marketed under the brand Nerve Blue which is intended to be executed by Customer of the Nerve Blue Management System Software on Customer's computer system in order to establish network connectivity from Devices to Customer's computer system through the Nerve Blue Management System Software.

"Open Source Software" means any software, firmware, data, font, component, or any other type of content, either in source, compiled, or other form, that is, or has been, licensed under, distributed under or otherwise subject to, any Open Source License. "Open Source License" means any license meeting the Open Source Definition (as issued by the Open Source Initiative and stated on such organization's website located at www.opensource.org as of the Effective Date or hereafter) or any license meeting the Free Software Definition (as issued by the Free Software Foundation and stated on such organization's website located at www.fsf.org as of the Effective Date or hereafter) or any substantially similar license to any of the foregoing licenses. Open Source License includes without limitation any versions of the following and substantially similar license: the GNU General Public License, the GNU Lesser General Public License, the GNU Affero General Public License, the Mozilla Public License, the Common Development and Distribution License, the Common Public License, the Eclipse Public License, the MIT License, the Berkeley Software Distribution ("BSD") License, the Artistic License and Creative Commons licenses.

"Updates" means any modification or addition to the Licensed Software that fixes minor defects and does not change the overall utility, functional capability of the Software and only to the extent that any such Update is actually provided by TTTech Industrial to Customer hereunder. For the sake of clarity Updates does not include (i) Upgrades; or (ii) any product that is marketed by TTTech Industrial as a new or distinct product.

"Upgrades" means product releases provided by TTTech Industrial that contain additional functionality or enhancements to the functionality or performance of the last version of the Software. Upgrade in functionality is typically indicated by an increase in the first digit of the last Software version.

A. LICENSES GRANTED

1. License to the Nerve Blue Device Software

1.1. Subject to payment of the Nerve Blue Device Software License Fees, Customer is hereby granted a single, individual, non-exclusive, perpetual non-transferable, non-assignable, sub-licensable (only subject to Section 1.2. below) license to:

(i) use, integrate or load the Nerve Blue Device Software into one or more Devices as specified in the Accepted PO;

(ii) manufacture, distribute, sell, or otherwise market End Products within which Device with integrated Nerve Blue Device Software is integrated; and

(iii) use Device with integrated Nerve Blue Device Software for its own, internal purposes;

1.2. The licenses granted with regard to the Nerve Blue Device Software pursuant to Section A.1.1. may be sublicensed by Customer to Intermediary Parties and/or End Users, including through multiple levels of sublicenses/multiple tiers of Intermediary Parties and distribution channels, always tied to a Device with integrated Nerve Blue Device Software. Any distribution or sublicensing of the Nerve Blue Device Software by Customers is subject to Customer's obligation to ensure and take all steps necessary to protect TTTech Industrial's rights in the Software; to this end Customer covenants that the following text (or provisions with similar effect and not less stringent than the provisions below) will be included in all documentation accompanying such sublicenses to be complied with by Intermediary Parties, its Contractors and/or End Users and its Contractors:

"*Please note that by commissioning and using* [our product] *you are using IP from various sources implemented on the Device contained therein. This includes Nerve Blue Device Software from TTTech Industrial Automation AG (referred to as "TTTech Industrial" in the following). By using* [our product] *you implicitly acknowledge and agree to the following:*

You will not (i) copy Nerve Blue Device Software, except for archive purposes consistent with your archive procedures; (ii) modify, decompile, disassemble, reverse engineer or otherwise attempt to derive the source code of the Nerve Blue Device Software; (iii) export the Nerve Blue Device Software or underlying technology in contravention of all applicable export control laws and regulations; and (iv) use the Nerve Blue Device Software other than in connection with operation of [our product] *in which it was integrated or as otherwise licensed to you. You acknowledge and agree (also for TTTech Industrial as beneficiary) that (i) the Nerve Blue Device Software is licensed, not sold, is commercial computer software and that TTTech Industrial retains ownership of all Nerve Blue Device Software; (ii) all implied warranties, including without limitation the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement by TTTech Industrial are expressly disclaimed (iii) liability by TTTech Industrial for any special, indirect, punitive, incidental and consequential damages is excluded; and (iv) any further distribution of the Nerve Blue Device Software shall be subject to the same restrictions set forth herein. For the sake of clarification, this acknowledgement does not create or imply a contractual relationship between You and TTTech Industrial."*

Customer shall be responsible and shall indemnify and hold harmless TTTech Industrial for all direct, indirect and consequential damages, losses, costs, and liabilities suffered by TTTech Industrial caused by violations of the terms set out herein by Intermediary Parties, its Contractors or End Users and its Contractors, if Customer fails to bind Intermediary Parties, its Contractors and/or End Users and its Contractors to the provisions (or provisions with similar effect) stipulated above. Customer shall reasonably cooperate with TTTech Industrial to assist TTTech Industrial in enforcing such terms and in recovering direct, indirect and consequential damages, losses, costs, and liabilities suffered by TTTech Industrial caused by Intermediary Parties', its Contractors' and/or End Users' and its Contractors' violations of the terms set out hereinabove.

2. License to the Nerve Blue Management System Software

Subject to payment of the Nerve Blue Management System Software License Fees, Customer is hereby granted a single, individual, non-transferable, non-sublicensable, non-exclusive and non-assignable license to use the Nerve Blue Management System Software in accordance with the terms set forth in this Agreement, exclusively for its incorporation, use and loading in computer systems of Customer for managing Devices with integrated Nerve Blue Device Software as may be integrated into End Product.

3. License to the Nerve Blue Management System Software Connection Manager

3.1. Subject to payment of the Nerve Blue Management System Software License Fees, Customer is hereby granted an individual, non-transferable, non-sublicensable, non-exclusive and non-assignable license to install and internally use the Nerve Blue Management System Software Connection Manager in accordance with the terms set forth in this Agreement, solely to establish network connectivity from Devices to Customer's computer system through the Nerve Blue Management System Software.

B. UPDATES, SECURITY PATCHES & UPGRADES

1. Nerve Blue Device Software

1.1. Software maintenance service: Subject to the payment of the Nerve Blue Device Software License Fees according to Section A.1., Customer is entitled to update and upgrade the version of the Nerve Blue Device Software with the Updates, security patches and Upgrades provided by TTTech Industrial for the period from the delivery of the electronic license key (according to Section C 1.2 below) until the end of the calendar year following the year of purchase of the Nerve Blue Device Software License. This means that with the purchase of the Nerve Blue Device Software License Customer receives software maintenance service until the end of the calendar year of purchase plus twelve months without additional payment.

1.2. Subject to Section J.1, TTTech Industrial commits to provide Updates and security patches for each major software release for a period of 36 months once it is no longer developed further (end of active development). This 36 months period is calculated starting from the date of the first release of the respective subsequent (newer) major software release.

1.3. Subject to the payment of the Nerve Blue Device Software Maintenance Fees, Customer is entitled to update and upgrade the Nerve Blue Device Software incorporated into Devices with Updates (provided in accordance with Section B.1.2. for each major software release) and Upgrades provided by TTTech Industrial for the whole continuous payment period.

1.4. Customer can choose to purchase continued Nerve Blue Device Software maintenance service for the time after the initial period (end of calendar year of purchase plus twelve months) according to Section B. 1.1. has expired. In case of later purchase of such service, the full amount of Nerve Blue Device Software Maintenance Fees also for the period since the expiry of the initial period becomes due and needs to be paid by Customer. Nerve Blue Device Software maintenance service can be purchased for one or several calendar years and automatically renews if not terminated by Customer by giving one month's written notice (that is by November 30 of the respective calendar year).

2. Nerve Blue Management Software

Subject to the payment of the Nerve Blue Management System Software License Fees, Customer is entitled to update and upgrade the Nerve Blue Management System Software and the Nerve Blue Management System Software Connection Manager with the Updates and Upgrades provided by TTTech Industrial for the whole continuous payment period.

C. LICENSE FEES & PAYMENT TERMS

1. Nerve Blue Device Software License Fees

1.1. The Nerve Blue Device Software License Fees shall consist of a one-time-fee based on the number of Devices for which a license has been acquired (as specified in the Accepted PO) and shall be paid by Customer according to the terms specified in Section 3.

1.2. The Nerve Blue Device Software License Fees shall be invoiced at the delivery of the Nerve Blue Device Software and the corresponding electronic license key which is required for the activation of the purchased license(s).

2. Nerve Blue Management System Software License Fees

2.1. The Nerve Blue Management System Software License Fees shall be based on the number of individual Devices which have been Managed within a calendar month.

2.2. Within seven (7) days after the end of each calendar month, Customer shall provide accurate accounts for the previous calendar month, showing the payment relevant usage data ("Usage Report"). Customer may choose to provide the Usage Report through the automated reporting system included in the Nerve Blue Management System Software, or via email to the address: nerve-billing@tttech-industrial.com.

2.3. Nerve Blue Management System Software License Fees shall be invoiced per calendar quarter, starting on January 1, and continuing on April 1, July 1 and October 1. TTTech Industrial shall issue an invoice to Customer in accordance with the monthly Usage Report which shall be paid by Customer according to the terms specified in Section 3.

2.4. Customer shall provide appropriate records, documents and any other material, software or data to TTTech Industrial upon request to the extent necessary to verify the accurate numbers in the Usage Report. If it is identified that the Usage Report is incorrect, or that Customer has made an under- or overpayment, the Usage Report shall be adjusted accordingly and the under- or overpayment shall be added/credited to the next payment(s) of License Fees to be made by Customer.

2.5. In case Customer does not provide the Usage Report in accordance with Section 2.2., Customer agrees to pay the Nerve Blue Management System Software License Fees corresponding to the aggregate number of Nerve Blue Device Software Licenses purchased by Customer (and if necessary other reasonable indicators of usage) for those months where no Usage Report was provided.

3. General

3.1. All amounts payable hereunder by Customer shall be payable in EUR currency without deductions for taxes, assessments, fees or charges of any kind. Customer shall be responsible for paying all (i) sales, use, excise, value-added, or other tax or governmental charges imposed on the licensing or use of the Licensed Software hereunder, and (ii) freight, insurance and installation charges; provided, however, that in no event shall Customer be responsible for the payment of any income taxes owed by TTTech Industrial in connection with this Agreement.

3.2. All payments by Customer to TTTech Industrial under this Agreement shall be due within four weeks upon receipt of TTTech Industrial's invoice, irrespective of the time of delivery, without any deductions, free to TTTech Industrial´s accounts. The monetary offset of counter claims, or the retention of payments, also in connection with the enforcement of warranty or any other claim, shall not take place.

D. INTELLECTUAL PROPERTY RIGHTS

1. Unless otherwise noted, all Licensed Software files and other text, and any documentation related thereto are copyright of TTTech Industrial and are under the protection of national and international copyright laws and other applicable intellectual property laws. All trademarks are the property of their respective holders.

2. This Agreement transfers to Customer neither title nor interest in any proprietary or intellectual property right in the Software or any

documentation related thereto, or any copyrights, patents (whether registered, pending or not), trade names or trademarks, embodied or used in connection therewith, except for the rights explicitly granted herein. Customer acknowledges that any and all of the copyrights, trademarks, trade names, patents (whether registered, pending or not) and other proprietary and intellectual property rights used or embodied in or in connection with the Software and any documentation related thereto are and will remain at all times the sole property of TTTech Industrial.

E. LICENSE RESTRICTIONS

1. Customer may have any of the license rights granted under Section A.1 and A.2. be performed by Affiliates of Customer, and may have any of the license rights granted under Section A.1 be performed by Contractors of Customer, always provided that such Affiliates and/or Contractors have agreed in writing to be bound by the terms and conditions at of this Agreement. Customer shall be liable for all acts of its Affiliates and/or Contractors as for its own and indemnify TTTech Industrial for any loss or damage which TTTech Industrial may suffer or incur as a result of any such acts.

2. Customer shall not reverse assemble, reverse compile, or reverse engineer the Licensed Software in whole or in part or otherwise try to derive the Source Code. Customer shall not use Licensed Software for any competitive analysis purposes whatsoever unless specifically authorized in writing to do so by TTTech Industrial. Customer shall not transcribe, modify or enhance the Software except as permitted under this Agreement. Furthermore, Customer agrees that it will not: (i) sell, lease, license, sublicense or otherwise transfer or distribute the Licensed Software, in whole or in part, or any related documentation, (ii) pledge, encumber or otherwise grant a security interest in the License or the rights of Customer hereunder, (iii) write or develop any derivate Licensed Software or any other software program that uses or incorporates or is based on the Licensed Software or any Confidential Information; and/or (v) provide, disclose, divulge or make available to or permit use of the Software by any third party without TTTech Industrial's prior written consent.

2. Customer shall not and shall cause its Affiliates, Contractors, End Users and Intermediary Parties, if applicable, not to remove or alter any copyright, patent or other notices, proprietary legends or restrictions as TTTech Industrial may include on the Licensed Software and shall maintain and place on any copy of the Licensed Software all such copyright, patent or other notices as are authorized and/or required by TTTech Industrial. Any such copy will in all respects be subject to the provisions of this Agreement.

3. Customer agrees to strictly comply with all applicable export laws and regulations and with any imposed restraints and sanctions related to the classified product number. Customer will not export or re-export the Software, directly or indirectly, to: (i) any countries that are subject to US export restrictions (currently including, but not necessarily limited to, Cuba, Iran, North Korea, Sudan, and Syria) or applicable export restrictions of another country; (ii) any end user who Customer knows or has reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, and sounding rockets, or unmanned air vehicle systems; or (iii) any end user who has been prohibited from participating in US export transactions by any federal agency of the US government.

4. Customer acknowledges that the Software may not be used for high-risk applications, such as without claiming to be exhaustive, nuclear facilities, traffic and communication technologies, medical and health technical applications, finance, insurance and banking application as well as military systems and similar system environments.

5. CUSTOMER SHALL ENSURE THAT ITS AFFILIATES AND/OR CONTRACTORS COMPLY WITH THE SAME WRITTEN TERMS AND OBLIGATIONS AS PROVIDED IN THIS AGREEMENT AND SHALL FURTHER ASSURE THAT THEY ARE RESTRICTED FROM (I) MODIFYING, ALTERING, ADAPTING, TRANSLATING, DECOMPILING, DISASSEMBLING, OR OTHERWISE REVERSE ENGINEERING LICENSED SOFTWARE AND (II) FROM GRANTING ANY SUBLICENCES AND (III) ATTEMPTING TO ACCESS OR DERIVE SOURCE CODE OF DELIVERABLES OR FROM WRITING OR DEVELOPING ANY DERIVATIVE SOFTWARE THAT USES, INCORPORATES OR IS BASED ON DELIVERABLES OR ANY CONFIDENTIAL INFORMATION. CUSTOMER SHALL BE LIABLE FOR THEIR USE AND BEHAVIOUR AS FOR ITS OWN AND INDEMNIFY TTTECH INDUSTRIAL FOR ANY LOSS OR DAMAGE WHICH TTTECH INDUSTRIAL MAY SUFFER OR INCUR AS A RESULT THEREOF.

F. CONFIDENTIALITY

1. Customer acknowledges and agrees that the Licensed Software may constitute and may contain valuable proprietary products and trade secrets of TTTech Industrial, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, Customer agrees to treat the Licensed Software as confidential in accordance with the confidentiality requirements and conditions set forth below. Customer shall not, without the prior written consent of TTTech Industrial, disclose the Confidential Information in whole or part, or make any aspect of the Confidential Information available to any person or entity, other than to the Customer's own employees on a need to know basis solely for the purpose of performing their duties under this Agreement; provided, however that each such employee agrees prior to the disclosure of any part of the Confidential Information to be bound by the terms hereof. Customer agrees to be responsible for any breach of this Agreement by any of its employees and Customer agrees to indemnify and hold TTTech Industrial harmless against any loss or damage which TTTech Industrial may suffer or incur as a result thereof.

2. Customer hereby agrees to maintain the confidentiality of the Confidential Information and to protect as a trade secret any portion of TTTech Industrial's and/or its affiliates' Confidential Information and to prevent any unauthorized copying, use, distribution, installation or transfer of possession of such information. Customer agrees to maintain at least the same procedures regarding Confidential Information that it maintains with respect to its own Confidential Information, but in no event less than a reasonable standard of care. Without limiting the generality of the foregoing, Customer shall not remove any proprietary or other legend or restrictive notice contained or included in any material provided by TTTech Industrial and/or its affiliates and Customer shall not reproduce or copy any such material except as expressly authorized hereunder.

3. Customer acknowledges that the unauthorized use, transfer or disclosure of the Licensed Software or copies thereof will (i) substantially diminish the value to TTTech Industrial and/or its affiliates of the trade secrets and other proprietary interests that are the subject of this Agreement; (ii) render TTTech Industrial's and/or its affiliates' remedy at law for such unauthorized use, disclosure or transfer inadequate; and (iii) cause immediate and irreparable injury and harm. If Customer breaches any of its obligations with respect to the use or confidentiality of the Licensed Software, TTTech Industrial and/or its affiliates shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief, without the necessity for TTTech Industrial to make an additional showing of irreparable injury and harm.

G. WARRANTY, LIABILITY & INDEMNIFICATION

1. TTTech Industrial warrants (*Gewährleistung* in the sense of sec. 922 et seq. Austrian Civil Code, *ABGB*) to Customer for a period of twelve (12) months from the date of delivery that the release of the Licensed Software subject to the Accepted PO will perform in substantial accordance with the documentation provided therewith. TTTech does not provide any guarantees (*Garantie*) to the benefit of third parties with regard to the Licensed Software or assume any liability to any other party than to its direct Customer in relation to the licensed Software hereunder. All warranties hereunder are provided by TTTech Industrial to the benefit of Customer only.

2. If the Licensed Software does not perform as warranted under G.1. during the warranty period, Customer's sole remedy shall be that TTTech Industrial shall within a reasonable period of time of at least three (3) months from the time of a written warranty claim notification from Customer, correct, repair or replace any defective Licensed Software. Customer shall submit any warranty claim in writing giving exact details of any defect(s) in the Licensed Software. Customer shall submit such notice to TTTech Industrial within seven (7) days after Customer discovers such defects in the Licensed Software, otherwise such warranty claim may be rejected by TTTech Industrial. Upon TTTech Industrial's request Customer shall provide access to all error reports and data logs and shall support TTTech Industrial by creating dedicated error logs with instruments provided by TTTech Industrial or by giving TTTech Industrial's experts access to Customer's system on a need to know basis.

3. To TTTech Industrial's best knowledge, the Licensed Software will not infringe any intellectual property rights of any third party. If however TTTech Industrial is in breach of such non-infringement warranty and as a result of such breach a claim is brought forward against Customer or such infringement is alleged, Customer shall immediately forward to TTTech Industrial all information concerning such claim. After having received such information, TTTech Industrial shall have the right to choose among the following actions:

(i) Payment of the amount of any final judgment against Customer or settlement with Customer resulting from such claim, provided that (a) any settlement is approved by TTTech Industrial prior to its acceptance by Customer; (b) TTTech Industrial is promptly notified of the threat or commencement of such claim, is offered full and exclusive control to conduct the defence or settlement against such claim and (c) Customer cooperates fully in the defence of such claim; and/or

(ii) use all commercially reasonable efforts to enable Customer to continue to use the Licensed Software, including but not limited to, (a) contesting such a claim together with Customer, (b) procuring for Customer the right to continue using the Licensed Software, or (c) replacing or modifying the Licensed Software which is alleged to infringe the third party's intellectual property so that it becomes non-infringing.

4. The above warranty does not apply if the infringement occurs as a result of (i) TTTech Industrial complying with specification requests of Customer and/or (ii) the use of the Licensed Software in conjunction with equipment, devices or other software components not specifically authorized by TTTech Industrial.

5. The warranties set forth above will apply only if (i) the Licensed Software has been properly installed and used at all times and in accordance with the Agreement or specific instructions for use subject to the documentation related thereto and (ii) no modification, alteration or addition has been made to the Licensed Software. Furthermore, to the extent permitted by applicable law, these warranties shall not apply for any software integrated in the Licensed Software which was provided by third parties or licensed under any open source license, and shall not apply for the Licensed Software integrated in any hardware other than specified in the respective Accepted PO (if applicable). The warranties will

furthermore not apply to the extent that TTTech Industrial is able to demonstrate that a warranty claim resulted from actions as described in this clause.

6. TTTech Industrial hereby agrees that the Licensed Software may also be used in combination with hardware and software from 3rd parties. TTTech Industrial does not make any warranty or assume any liability in relation to the interoperability of the Licensed Software with hardware or software not provided by TTTech Industrial.

7. Except as set forth in Sections G.1., G.2. and G.3 above, THE LICENSED SOFTWARE IS PROVIDED "AS IS" AND THERE ARE NO FURTHER WARRANTIES WITH RESPECT TO THE LICENSED SOFTWARE PROVIDED HEREUNDER, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTIES THAT THE LICENSED SOFTWARE PROVIDED HEREUNDER IS OR WILL BE UNINTERRUPTED, ERROR-FREE, OR VIRUS-FREE. In particular TTTech Industrial does not make any warranty in relation to the interoperability of the Licensed Software with products not sold by TTTech Industrial and it is the sole responsibility of Customer to ensure such interoperability in cases where it is required due to the nature of the Licensed Software's use by adequate testing and Quality Standard procedures.

8. The aforesaid limitations on warranty and liability however shall not limit TTTech Industrial's liability to Customer for fraud, death or personal injury caused by any negligent act or omission or wilful misconduct of TTTech Industrial in connection with the provisions herein.

9. TTTech Industrial has no obligation other than mentioned in Section B. above to support or update or upgrade the Licensed Software or any products except as may be specifically approved in writing by TTTech Industrial.

10. Customer shall be responsible for and shall defend, indemnify and hold harmless TTTech Industrial from all claims, costs, damages and attorney's fees resulting from or arising out of (i) TTTech Industrial complying with specification requests or specific instructions of Customer, (ii) the use of the Licensed Software in conjunction with equipment, devices or other software components not specifically authorized by TTTech Industrial, (iii) improper installing of the Licensed Software or the use of the Licensed Software in contradiction to this Agreement or the instructions for use, (iv) modifications, alterations or additions to the Licensed Software made by Customer or third parties instructed by Customer and/or (v) any shortcomings in the interoperability of the Licensed Software connected to the Licensed Software's use by Customer.

11. THE MAXIMUM AGGREGATE LIABILITY OF TTTECH INDUSTRIAL TO CUSTOMER (INCLUDING CUSTOMER'S CUSTOMERS, EMPLOYEES AND ADVISORS) OR, AS THE CASE MAY BE ANY BENEFICIARY OF THE LICENSE FOR ANY AND ALL CLAIMS ARISING UNDER OR RELATED TO THE DELIVERY OF ANY ORDER BEING SUBJECT TO THESE CONDITIONS (INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, INDEMNIFICATION CLAIMS OR TORT CLAIMS) SHALL - TO THE EXTENT PERMITTED BY APPLICABLE LAW – BE LIMITED TO THE ACTUAL DAMAGE (THEREFORE NOT INCLUDING CONSEQUENTIAL DAMAGES, LOST PROFITS OR PECUNIARY LOSSES) AND IN THE AGGREGATE NOT EXCEED THE HIGHER OF EITHER (i) TOTAL FEES BY CUSTOMER TO TTTECH INDUSTRIAL UNDER THIS AGREEMENT WITHIN TWELVE (12) MONTHS PRECEEDING THE EVENT GIVING RISE TO THE LAIBILITY CLAIM OR (ii) EUR 10.000,--. CLAIMS FOR DAMAGES DUE TO FAILURE TO

FULFIL, OR DELAYED FULFILMENTS, OR CLAIMS CAUSED BY TTTECH INDUSTRIAL'S SLIGHT NEGLIGENCE ARE EXCLUDED.

12. Customer acknowledges that the Licensed Software may be protected by passwords and other security measures. Nevertheless, Customer is solely responsible to provide for effective security guidelines to prevent unauthorized access to Customer's account and facilities. TTTech Industrial takes no liability for data breaches or the misuse of facilities caused by the use of improper or unsafe passwords or lack of security measures from Customer's side or on the equipment and devices used by the Customer.

H. TERMINATION

1. This Agreement shall commence as of approval of the provisions herein by Customer and shall remain in effect perpetually except as otherwise set forth below.

2. Each Party shall be entitled to terminate the license rights and obligations with regards to the Nerve Blue Management System Software, Nerve Blue Management System Software Connection Manager and/or the rights and obligations with regards to the Nerve Blue Device Software Maintenance under this Agreement for convenience at the end of each month by giving 3 months prior written notice to the other Party. No fees paid or payable prior to termination shall be refunded. Upon such termination, all rights of Customer to use the Nerve Blue Management System Software and the Nerve Blue Management System Software Connection Manager as stipulated above shall forthwith terminate and Customer shall delete Nerve Blue Management System Software and the Nerve Blue Management System Software Connection Manager or any copies thereof from its computer systems and shall certify such deletion in writing to TTTech Industrial upon request.

3. Notwithstanding the before said, TTTech Industrial may terminate this Agreement with immediate effect by giving written notice to Customer (i) in case of Customer's breach of this Agreement, (ii) upon Customer making an assignment for the benefit of creditors, or (iii) upon Customer's dissolution or ceasing to do business. Upon such termination of this Agreement, all rights of Customer to use the Licensed Software as stipulated above shall forthwith terminate and Customer shall delete Licensed Software or any copies thereof from its computer systems and shall certify such deletion in writing to TTTech Industrial upon request. Sub-licenses to use Nerve Blue Device Software as integrated into Device already granted to Intermediary Parties and/or End Users in accordance with Section A.1.2. at the time of termination shall, subject to the compliance with the terms and conditions of this Agreement, remain unaffected by such termination.

4. Furthermore, upon termination the right of Customer to use Confidential Information as granted shall immediately terminate. In addition, immediately upon such termination or upon written request by TTTech Industrial at any time, Customer shall promptly return to TTTech Industrial or destroy all materials containing Confidential Information. Within fourteen (14) days of receipt of the written request or upon termination of this Agreement, Customer shall confirm in writing that it has fully complied with the terms of this provision and permit TTTech Industrial or its agents to conduct an audit of Customer's computer systems to confirm compliance, whereas the costs of such audit shall be borne by Customer if the audit shows that Customer has not fully complied. Any rights of retention, etc are excluded. This provision does not limit any rights or remedies TTTech Industrial may have against Customer for breach of contract under Austrian law.

5. Furthermore, the provisions of Sections C.1 (to the extent outstanding payments are due), D, E, F, G, H, I, and J shall survive the termination or expiration of this Agreement.

I. GOVERNING LAW & ARBITRATION

1. This Agreement and the Accepted PO shall be interpreted in accordance with the plain English meaning of its terms and the construction thereof shall be governed by the laws of Austria, whereby the rules on conflicts of laws, the UN Convention on Contracts for the International Sale of Products and any other (international) provisions that displace substantive Austrian law shall not apply.

2. In the event of a dispute, controversy or claim ("Dispute"), arising out or in connection with the Agreement, including any question regarding the existence, validity or termination, the parties shall use their best endeavours to immediately resolve the Dispute amicably.

3. If, within a period of three (3) months, the parties fail to resolve amicably all disputes or claims arising out of or in connection with this Agreement including disputes relating to its validity, breach, termination or nullity, then such dispute or claim shall be finally settled at the plaintiff's choice (i) by arbitration in accordance with Rules of Arbitration of the International Chamber of Commerce by 3 arbitrators appointed in accordance with these rules, (ii) by the competent court at the seat of the defendant or (iii) by the competent court in Vienna, Austria. The arbitration will be held in Vienna, Austria (unless another location can be mutually agreed) and the language of the proceedings shall be English. Notwithstanding the foregoing, either Party may apply to any court of competent jurisdiction for an injunction or other interim relief in support of arbitration and no such application will be deemed incompatible with or a waiver of the terms of this Agreement.

J. MISCELLANEOUS

1. Section B.1.2. shall not be deemed as guarantee or warranty to provide specific Updates and/or security patches for which development would be commercially unreasonable. Section B.1.2. shall in any case not apply in case the Licensed Software is discontinued.

2. Neither Party may assign its rights or delegate its duties or obligations under this Agreement without prior written consent of the other Party, except that TTTech Industrial may assign this Agreement to its affiliate and/or to its subsidiary or to any successor corporation or entity (whether by purchase of all or substantially all of such Party's assets or outstanding capital stock, by merger or consolidation or otherwise) upon at least thirty (30) days prior written notice to the other Party. This Agreement will be binding upon and inure to the benefit of any successors or rightful assigns of the parties. Any attempt to so assign in contravention of this Agreement shall be void.

3. Only a written agreement signed by TTTech Industrial and Customer can modify this Agreement. The provisions of this Agreement shall not be subject to or modified by any pre-printed terms or provisions contained in any previous purchase orders, acknowledgments or other similar documents used by the parties hereto, which shall be deemed solely for the convenience of the Party or parties' utilizing such purchase orders, acknowledgments or other similar documents. No waiver of any provision of this Agreement shall be effective unless in writing setting forth the provision waived and signed by an authorized representative of the Party waiving its rights. Neither Party shall by mere lapse of time without giving notice or taking other action hereunder be deemed to have waived any breach by the other Party of any provisions of this Agreement. Further, the waiver by either Party of a particular breach of this Agreement by the other Party shall not be construed as, or constitute, a continuing waiver of such breach, or of other breaches of the same or other provisions of this Agreement.

4. Neither Party shall be in default or liable to the other Party hereto for any failure to perform any obligation hereunder where such

failure is occasioned or caused by supervening conditions and circumstances beyond that Party's reasonable control, including, without limitation, acts of God, civil commotions, strikes, labor disputes, acts of terrorism, embargoes and governmental demands or requirements.

5. If a conflict exists between the terms and conditions of this Agreement and an Accepted PO, the Accepted PO shall prevail provided that the Accepted PO explicitly refers to the respective conflicting clause of this Agreement and that it has been confirmed in writing by TTTech Industrial. Should any provision of these Conditions and any contract concluded between Customer and TTTech Industrial be or become illegal or unenforceable, the remainder shall not be affected. Any illegal or unenforceable provision shall be replaced by valid and enforceable provisions, which commercially come as close to the illegal or unenforceable provision as possible; the same applies mutatis mutandis for contractual loopholes.

6. If a Party fails to insist on performance of any of the terms and conditions or fails to exercise any of its rights or privileges hereunder, such failure shall not constitute a waiver of such terms, conditions, rights and privileges.

7. Any and all notices required or permitted to be made under this Agreement shall be in writing and delivered in person or by courier or overnight carrier or by registered mail, return receipt requested, with the proper postage affixed to the addresses set forth above. All such notices shall be effective upon receipt.

8. The parties to this Agreement are independent contractors, and neither Party is authorized to act on behalf of the other or to bind the other to any third party. This Agreement does not establish any relationship of agency, partnership, or joint venture.

9. The parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and conditions. Further, they agree that the complete and exclusive statement of the agreement between the parties relating to this subject shall consist of this Agreement. This statement of the agreement supersedes all proposals and prior agreements, oral or written, and all other communications between the parties relating to this subject.

Approved by Customer (All fields mandatory)

Customer Name: _____

Address: _____

Signature: _____

Date: _____

Name: _____

Position: _____