

## Software License Agreement

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This Agreement is a legally binding contract between the Licensee (as defined below) and SpinalCom that sets forth the terms and conditions that govern your use of the Program and related services. By demonstrating your acceptance by clicking an « Accept License Agreement » or similar button or installing and/or using the Program, you agree to abide by all the terms and conditions stated or referenced herein.

If you do not agree to abide by these terms and conditions, do not demonstrate your acceptance and do not install or use the Program.

### 1. Definitions

Terms used herein shall have the following definitions:

**License Plan:** refers to the rights granted and the services offered to the Licensee depending on the number and type of license purchased by the Licensee. License Plans are stipulated online <http://www.spinalcom.com> which by reference is incorporated as part of this Agreement.

**Licensee:** refers to the individual or entity that wishes to use the Program and services provided by SpinalCom.

**SpinalCom:** refers to the company SpinalCom, a limited liability company (SAS) duly organized and existing under the laws of France, with a share capital of 53 200 Euros, whose registered office is at 86 rue de Paris, 91 400 Orsay– France, and registered in Evry under No. B 514 972 306.

**Spinalcore & SpinalBIM Software Suite Program or Program(s)** refers to the script(s) and/or software product and any applicable documentation provided to the Licensee by SpinalCom. Licensee shall install the SpinalCom Programs in accordance with documentation furnished by SpinalCom.

### 2. Rights granted

SpinalCom hereby grants to Licensee, during the Subscription Term (as defined in section 5), a non-exclusive, non-transferable license, to use the Program and receive related services, for your business operations and subject to the terms of this Agreement and the rules set forth in the applicable License Plan.

### 3. Ownership

SpinalCom retains all ownership and intellectual property rights to the Programs and to anything developed by SpinalCom and delivered to the Licensee under this Agreement.

Third party software that may be appropriate or necessary for use with the Programs is specified in the Program documentation or notice files. Such third party software is licensed under the terms of the third party software license agreement specified in the program documentation, or notice files and not under the terms of this Agreement.

#### 4. Restrictions on Use

The right to use the Program is conditioned upon timely payment of the full amount of fees due for use of the Program and related services and your compliance with the terms of this Agreement, including the following restrictions.

You may not:

- a. copy or use any Licensed Program in any manner that is not expressly allowed by the applicable License Plan stated at: <http://www.spinalcom.com>;
- b. remove or modify any Program markings or any notice of SpinalCom licensors' proprietary rights;
- c. remove or modify Spinalcom's logo, except in the Personalized License Plan;
- d. assign this agreement or give or transfer the Programs or an interest in them to another individual or entity;
- e. modify, reverse compile, disassemble, or otherwise reverse engineer any SpinalCom Program, or allow anyone else to do so (except only to the extent such prohibition is contrary to applicable law);
- f. use any SpinalCom name, trademark or logo without SpinalCom's prior consent.

The use of the Program is subject to restrictions in number of instances deployed per building (office, factory, plant, mall, hospital, ...) project and is priced according to the building size (square meters) and by the volume of end points (an end point is equivalent to one measurement made by one device), depending on the type of License Plan purchased by the Licensee. The use of the Program is attached to one specific building project and cannot be transferred to another project without the prior written consent of SpinalCom.

The applicable License Plans are stated online <http://www.spinalcom.com> which by reference are incorporated as part of this Agreement. Tools and methods provided by Spinalcom at <http://www.spinalcom.com> can be used by Licensee to check its compliance with License Plans.

Any use of the Program shall be under the direct supervision and control of the Licensee. Licensee hereby asserts to be fully cognizant of the terms and conditions of this Agreement, and to have the authority to exercise such supervision and control.

Licensee understands and acknowledges that it is granted only those rights set out in this Agreement and no other rights.

#### 5. Order and Delivery

5.1 Order: The Licensee may order the Programs and related services at any time by contacting the Spinalcom's team. The Licensee shall be responsible for ensuring that all

information provided is accurate and complete and that any person placing an order on Licensee's behalf has authority to do so. Once Licensee submits an order, it may not cancel or change it. The Licensee must indicate which type of License it is purchasing, the quantity, and any other information SpinalCom would request.

Spinalcom may, in its reasonable discretion, accept or reject Licensee's order.

5.2. Delivery: If Spinalcom accepts Licensee's order, SpinalCom will then deliver the Spinalcore & SpinalBIM Software Suite Program(s) related to the order along with the corresponding documentation electronically.

## 6. Fees and Payment

Licensee agrees to pay in advance for all Programs and related services ordered under the Agreement except as set forth in a separate purchase order. All fees due under the Agreement are non-cancelable and the sums paid are not refundable. Licensee agrees to pay any sales, value-added or other taxes imposed by applicable law.

## 7. Services

Upon payment of all fees, SpinalCom will provide the Licensee with the services stated in the related License Plan ordered. Services provided for each type of License are described online at <http://www.spinalcom.com/> which by reference is incorporated as part of this Agreement.

Services, incorporated in this agreement, are subject to changes at SpinalCom's discretion. However, SpinalCom will not materially reduce the level of services which have been paid for.

## 8. Warranty

SpinalCom warrants that the Program(s) will perform substantially in accordance with its online documentation under normal use and that the services (as defined in section 7) will be provided in a manner consistent with generally accepted industry standards.

These warranties are exclusive and there are no other express or implied warranties or conditions.

## 9. Limitation of Liability

Licensee expressly acknowledges that SpinalCom in no event shall be liable for indirect damages or any loss of profit, revenue, data which may be caused, directly or indirectly, by the Program or the services.

In no event shall the aggregate liability of SpinalCom for all damages arising out or related to the Agreement exceed the total amount paid to SpinalCom by the Licensee for the use of the

Programs and for the services in the twelve months period immediately preceding the event giving rise to such claim.

## 10. Confidentiality

By virtue of this Agreement, parties may have access to information that is confidential to one another. Each party agrees to disclose only information that is required for the performance of obligations under this agreement. Each party agrees to hold the other party confidential information in confidence for a period of three years from the date of disclosure.

## 11. Duration - Termination

11.1 Duration: Unless earlier terminated as provided hereunder, the Program and services shall be provided to Licensee for the period set forth in the order (the “Subscription Term”). The Subscription Term begins on the date applicable fees for the License Plan are paid.

The License Plan shall automatically renew for additional periods equivalent to the initial Subscription Term until termination.

Sixty days prior the expiry date of the Subscription Term, Licensee will be notified via email that its subscription has been automatically renewed. To change the billing details registered by SpinalCom, Licensee shall send an email to [contact@spinalcom.com](mailto:contact@spinalcom.com) with the subject “Billing details changes”. The invoice will be sent to the Licensee fifteen days prior to the expiry date of the Subscription Term. The Licensee shall pay the invoice by the day of the expiry date of the Subscription Term.

11.2 Termination: SpinalCom may terminate this Agreement with a written sixty (60) days notice prior to the anniversary date of the Agreement.

The Licensee may elect to terminate the Agreement with a thirty (30) days written notice prior to the end of the Subscription Term.

Without prejudice to its other rights and available remedies, and payment or compensation of any unauthorized use of the Program and related services, either party may terminate this Agreement without formalities if the other party fails to remedy a material breach of any of its obligations, after having been given twenty (20) days written notice to correct such breach.

Upon the termination of this Agreement, all rights granted to Licensee shall immediately cease, and Licensee shall immediately destroy all copies of the Program and upon request provide SpinalCom with written certification that Licensee has complied with this obligation.

Provisions that survive termination or expiration include those relating to limitation of liability, confidentiality, and others which by their nature are intended to survive.

## 12. Logo License

Use of SpinalCom’s logo is mandatory and the logo shall not be removed, except under the Personalized License Plan.

SpinalCom grants the Licensee a non-exclusive, non-transferable right to use and display, during the term of the Agreement, the SpinalCom logo, in any location and on any material, including but not limited to web sites, social networks, advertisements, merchandise and printed material.

The Licensee is granted no right on SpinalCom logo except as set forth herein.

### 13. Right of Audit

Upon 30 days written notice, SpinalCom may audit Licensee's use of the Program and related services. The Licensee agrees to cooperate with SpinalCom's audit and provide reasonable assistance and access to information. Spinalcom shall keep confidential any information received by reason of this audit or shall only disclose such information in order to have its rights under this Agreement respected. Licensee agrees that SpinalCom shall not be responsible for any cost incurred in cooperating with the audit. Audit's tools and methods are described online <http://www.spinalcom.com>. Licensee shall pay SpinalCom for any use of the Programs and related services in excess of the rights granted by this Agreement. One year by instance fees for such over-uses will be invoiced to and paid by Licensee at the Licence Plan in effect as of the audit completion date.

### 14. Miscellaneous

Entire Agreement: Licenses agree that this Agreement and the information which is incorporated into this Agreement by reference (including reference to information contained in a URL), together with the applicable order, are the complete Agreement for the Programs and services ordered, and that this Agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Programs or services. This agreement and ordering documents may not be modified and the rights and restrictions may not be altered or waived except in a writing signed by authorized representatives of both parties.

Force majeure: Neither party will be liable for any delay or failure to perform its obligations under this Agreement due to causes beyond its reasonable control, including, but not limited to, acts of God, governmental acts, fires, floods, explosions, riots, embargoes, terrorist acts, acts of civil or military authorities, disruptions in the flow of data to or from networks, denial of or delays in processing of export license applications, accidents, strikes, fuel crises or power outages. Parties will use reasonable efforts to mitigate the effect of a force majeure event.

Waiver: No term of this Agreement shall be considered waived and no breach excused by either party unless made in writing. No consent, waiver or excuse by either party, express or implied, shall constitute a subsequent consent, waiver or excuse.

### 15. Applicable Law and Jurisdiction

This Agreement is governed by and will be construed in accordance with the laws of France, and the parties hereby submit to the exclusive jurisdiction of the Courts of Paris.