

BCOMP | DEVELOPMENT SERVICES TERMS

These development services terms and conditions (the **Terms**) form, together with any signed quotation, order form or similar document for the provision of development services referencing these Terms and any signed order form (the **Order Form**), a legal agreement (the **Agreement**) between Bcomp AG (Bcomp SA) (Bcomp Ltd) (CHE-161.964.560), Passage du Cardinal 1, 1700 Fribourg, Switzerland (**Bcomp**) and any Customer of Bcomp mentioned in an Order Form (the **Customer**, together with Bcomp, the **Parties**) in relation with the provision of development services by Bcomp.

TERMS

1 SCOPE

1.1 Scope. This Agreement applies to:

- (a) the provision of development services as further specified in an Order Form (the **Services**) by Bcomp;
- (b) the rights and obligations of Customer in relation to the use of any materials, reports, documentation, information or any other outcome resulting from the Services (the **Results**);
- (c) the conclusion by the Parties of any Order Form for the provision of Services covered by this Agreement.

1.2 Definitions. Except as defined in the Order Form, capitalized terms shall have the meaning ascribed to them in these Terms.

1.3 Acceptance. By signing any Order Form referencing these Terms or using Bcomp' Services, Customer agrees to be bound by these Terms and Bcomp's General Terms and Conditions (the GTC).

1.4 Precedence. In case of a conflict or inconsistency between these Terms and the GTC, these Terms shall prevail. Capitalised terms not defined herein shall have the meaning given to them in the GTC.

1.5 Effect. Any Order Form entered between the Parties shall become legally binding and effective from the date on which it is signed by both Parties and shall incorporate by reference the provisions of these Terms and the GTC.

1.6 Amendments. All amendments to these Terms shall be binding only in writing and signed by both Parties.

2 SERVICES

2.1 Principle. Bcomp provides the Services and/or grants the licenses on Results to Customer subject Customer's compliance with this Agreement, in particular the payment of all applicable Fees, if any, in accordance with Section 4 of these Terms and Section 5 GTC.

2.2 Diligence. Bcomp shall only be bound by an obligation of means under any Agreement for the supply of Services. Bcomp shall provide any Services agreed between the Parties on a best-efforts basis, in accordance with standard professional practice and the applicable Order Form.

2.3 Non-Payment. The provision of the Services by Bcomp is subject to the timely payment of all applicable Fees. Bcomp may temporarily suspend the provision of any Services if Customer is in default for payment of any Fees due hereunder.

3 USE OF RESULTS

3.1 License on Results. Subject to Customer's compliance with this Agreement, Bcomp hereby grants Customer during the Term, a revocable, non-exclusive, worldwide, non-transferable and non-sublicensable fully paid-up license to use the Results solely

for its own internal business purposes, in accordance with Bcomp's documentation and instructions, without any right to modify or create derivative works.

- 3.2 Samples. To the extent agreed in an Order Form, Bcomp may provide to Customer certain Results in the form of samples or prototypes, under the conditions set out in Section 3.1 and for internal testing purposes only.
- 3.3 Intellectual Property. Nothing in this Agreement shall be interpreted as the assignment or transfer of any Intellectual Property rights from Bcomp to Customer. Bcomp retains all right, title and interest in and to the Services and/or any Results (whether or not they are embedded in materials), data, databases, patents, know-how, goodwill, formulas, trademarks, and all intellectual property rights therein, to the exclusion of any Customer Materials.
- 3.4 License. The use of any Results shall require a valid license from Bcomp. In particular, the use of any Result after the Term is subject to Customer purchasing Products and Services from Bcomp in accordance with the GTC. The sale of any products or materials by Bcomp to Customer does not constitute any assignment, any transfer or any grant of license for the use of any Intellectual Property Rights.
- 3.5 Injunctive Relief. Customer expressly acknowledges that any infringement of Bcomp's Intellectual Property Rights may cause irreparable harm to Bcomp, for which monetary damages alone would be inadequate, and that Bcomp may seek injunctive relief or any other remedy available at law in any jurisdiction, in case of such infringement.
- 3.6 Confidentiality. For clarity, Confidential Information of Bcomp within the meaning of Section 10 GTC includes (without limitation) the Results.

4 WARRANTY, LIABILITY, INDEMNIFICATION

- 4.1 As-Is. The Services and Results are provided by Bcomp on an "as is" and as available basis, without warranties or conditions of any kind, either express or implied including, without limitation, any warranties or conditions of title, non-infringement, merchantability, or fitness for a particular purpose.
- 4.2 No Warranty. Bcomp does not warrant or represent that the Services or Results shall meet Customer's requirements or that the Results will be compatible with any third-party products, even if they were compatible at any given moment. The use of the Services or the Results is at Customer's own risk, and Bcomp expressly disclaims any warranties regarding Customer's use thereof or any decisions taken by Customer based on the insights gained from its use of the Services or the Results.
- 4.3 No Liability. To the maximal extent permitted by law, Bcomp disclaims any warranties and liabilities in relation to the Services, the Results or any advice, recommendation or opinion provided by Bcomp.
- 4.4 Indemnification. Customer shall defend and hold harmless Bcomp, its directors, officers, employees and auxiliaries, from and against all liability, loss, cost or damage, including reasonable attorney's fees, resulting from Customer's use of the Results and/or Services in breach of this Agreement.

5 TERM AND TERMINATION

- 5.1 Effective Date. This Agreement shall become effective upon acceptance by Customer of these Terms pursuant to Section 1.3 above.
- 5.2 Term. This Agreement shall remain in effect for the duration indicated in the Order Form, and in the absence of such indication, until it is terminated by either Party with a 3-month prior written notice to the other Party.
- 5.3 Termination for Cause. Each Party may terminate this Agreement in writing with immediate effect, in the event of material breach by the other Party of its obligations hereunder, which the latter has not remedied within 30 days of receipt of a written notice requiring it to do so. Bcomp shall have the right to immediately terminate any Agreement if Customer becomes

insolvent, or subject to levy of execution or seizure measures, or in case of any infringement of third-party rights through Customer's use of the Services or Results.

5.4 Consequences. Upon termination of this Agreement and unless otherwise specified in the Order From:

- (a) all licenses granted by Bcomp shall expire, Customer shall stop using the Results and destroy or return to Bcomp all samples or prototypes if any, as requested by Bcomp;
- (b) each Party shall promptly return to the other Party or destroy any Confidential Information of the other Party that it is not allowed to keep under this Agreement; and
- (c) any amount owed to Bcomp shall become immediately due and payable All Fees already paid by Customer shall remain acquired to Bcomp and are not reimbursable.

5.5 Survival. Sections 2.1, 3, 4 and 5, of these Terms, and all provisions which are necessary to the interpretation or enforcement of this Agreement shall survive its termination or expiry.

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