GENERAL TERMS OF LICENSE Skinetic™ SDK June 2023

The present General Terms and Conditions of License (hereinafter the "T&C") apply between ACTRONIKA, a simplified joint stock company with a capital of 20.947 $\mathbb C$, whose registered office is located at 68, Boulevard de Courcelles - 75017 Paris, France, registered at the Registre du Commerce et des Sociétés under the unique identification number 803 040 138 R.C.S. PARIS (hereinafter referred to as "ACTRONIKA" or the "Licensor"), and any individual or legal entity (hereinafter referred to as the "Licensee"), for the use of ACTRONIKA's "SkineticTM SDK" Software.

Article 1 - Definitions

<u>Customers:</u> means the Licensee's customers who have

purchased a Product.

<u>Licensor:</u> means the company ACTRONIKA, a simplified joint stock company with a capital of 20.947 € whose head office is located at 68, Boulevard de

Courcelles - 75017 Paris, registered at the Registre du Commerce et des Sociétés under the unique identification number 803 040 138 R.C.S PARIS.

<u>Components:</u> refers to elements of any kind that make up the Software (in particular, text, images, sounds, videos, photographs, hypertext links, animations,

guidelines, logos, etc.).

Documentation: means all the functional, installation and usage

documents for the Software provided with the

source codes, algorithms, style sheets, graphic

Software.

<u>License:</u> means the license granted by Licensor to Licensee

in accordance with these T&Cs.

<u>Licensee:</u> means any individual or entity that acquires a

License and installs, uses or backs up the Software, or on whose behalf the Software is

installed, used or backed up.

<u>Updates:</u> means all modifications of any kind to the

Software, including revisions, patching programs, enhancements, patches, modifications, additions,

application maintenance, etc.

<u>Software:</u> means ACTRONIKA's software solution "Skinetic™ SDK" in version [1.3.0] and all its

"Skinetic^{1M} SDK" in version [1.3.0] and all its possible updates, excluding any new version of the

Software developed and marketed later.

<u>Product:</u> means the software or hardware manufactured

and marketed by the Licensee using the Software.

Article 2 - Grant of License

The Licensor grants the Licensee a License to install, load, download, run, display and use the Software under the terms and conditions set forth in these T&C. Any installation or use of the Software, for whatever reason, implies the Licensee's full acceptance of these T&Cs as an essential and determining condition, subject to any modification of these conditions that may be addressed to the Licensee in the future.

The fact that ACTRONIKA does not take advantage, at a given time, of any of the present terms and conditions cannot be interpreted as a renunciation to take advantage of any of the said terms and conditions at a later time.

2.1. Scope of the License

The License granted to Licensee is a non-exclusive, perpetual right, with the option to sublicense, to install, load, download, display, run, use and sublicense to its own customers the right to access the Software in connection with the purchase of its Products, in accordance with the terms of use set forth in the Documentation.

The Documentation provided with the Software is made available to Licensee for reference and internal purposes only.

2.2. Modifications to the Software

The License is granted to Licensee for a specific version of the Software. This License does not apply to any subsequent version of the Software developed and/or marketed by ACTRONIKA.

However, the Licensor may, if it wishes, make available to the Licensee updates of the Software, including possible corrective evolutions, without this faculty being constitutive of any obligation.

Article 3 - Limitations

The Licensee is authorized to grant only to its Customers, purchasers of its Products, a sublicense enabling them to use the Software for the sole purpose of ensuring the functioning of the Products and enabling their use.

Neither the Licensee nor its Customers are authorized to duplicate, rent, lend, transfer, modify, decompile, disassemble or reverse engineer the Software, or to create derivative software based, in whole or in part, on the Software or its Components.

In this respect, the Licensee and its Customers are in particular not allowed to:

- circumvent the technical restrictions of the Software;
- modify or have modified the Software, its Updates and/or its Components for technical reasons or for any other reason;
- reproduce or have reproduced, permanently or temporarily, by any means and in any form, the Software;
- transfer the Software under license, in whole or in part, including its successive Updates, to a third party;
- publish the Software, its Updates and/or its Components in any form whatsoever;
- sell the Software, or any part of it, or any adaptation or port of it using any of its Components, except under this License, for a fee or free of charge;
- assign, rent or sublicense the Software except as provided in this License;
- and, regarding Customers, use the Software for any purpose other than the use of the Products.

All rights not expressly granted by these T&Cs are reserved by Licensor.

Any use of the Software in violation of these T&Cs will result in immediate and automatic termination of the license granted, without prejudice to any other damages, and may result in criminal and/or civil proceedings against Licensee.

<u> Article 4 – Licensee's obligations</u>

The Licensee undertakes to comply with all the terms and conditions of use of the Software as defined in these T&Cs and in the related Documentation.

In addition, the Licensee undertakes to ensure that its employees, contractors and customers comply with the said terms of use of the Software.

The Licensee acknowledges and agrees that the Licensor may suspend the use of the Software at any time, temporarily or permanently, in the event of non-compliance by the Licensee, for any reason whatsoever, with said terms of use.

<u>Article 5 – Intellectual Property Rights</u>

The Software, its Updates, its Components, its operating methods, its Documentation and other information contained in the Software are protected by French law and international conventions governing intellectual property rights, copyright protection, industrial secrets and patents, and constitute intellectual property belonging exclusively to Licensor.

This License does not grant Licensor any intellectual property rights in the Software, its Components and Updates, or in the trademark(s) used by Licensor. Licensor retains ownership of and all right, title and interest in the Software and the mark(s) used, including without limitation, any error corrections, enhancements, Updates or other modifications to the Software, whether made by Licensor or a third party, and all copyrights, patents, trade secret rights, and other intellectual property rights therein.

Any reproduction, distribution, commercialization, total or partial, of the Software, of the Updates, or of one or several Components, without the express and prior authorization of ACTRONIKA, constitutes an infringement liable to penal sanctions.

Some components of the Software or its Updates may belong to third parties. Therefore, the present T&C do not transfer any intellectual property right on these elements to the Licensee.

The trademarks "SKINETIC", "UNITOUCH" and "ACTRONIKA" are the exclusive property of ACTRONIKA. Any use, reproduction or distribution of this trademark without prior authorization constitutes an infringement punishable by law.

Article 6 - Disclaimer of warranty

The Software is provided "as is" and the Licensor offers no warranty as to its use, performance, absence of errors, absence of interruptions or other failures.

In this respect, the Licensee acknowledges and accepts that the state of scientific and technical knowledge at the time of release of the Software does not allow it to be tested and verified for all possible uses, in particular with regard to hardware and software developments in the computer devices used for its use.

The Licensee is solely responsible for verifying and checking, by any means, the suitability of the Software for its needs, the needs of its Customers, the specifications of its Products and their hardware and software environment.

The Licensor does not guarantee the functioning of the Software in the following cases:

- malfunctions of the computer on which the Software is installed or executed, or lack of compatibility caused by the hardware and/or software used by the Licensee and/or the Customer, or by the Products;
- malfunctions, defects or failures resulting from improper use, accident, negligence, improper installation, use or maintenance;
- failure to follow the recommendations in the Documentation;
- failure to perform Updates;
- unauthorized alteration or modification of the Software by the Licensee, the Customer or a third party.

In addition, unless otherwise agreed, the Licensor shall not provide any warranty to the Licensee against any infringement proceedings that may be instituted in respect of the use of the Software or its name.

Article 7 - Liability

The Licensor's liability shall be limited to compensation for direct damage suffered by the Licensee as a result of a proven fault directly attributable to the Software.

The Licensor assumes no liability for any indirect damage arising from the present contract, such as operating loss, loss of profit, loss of opportunity, loss and/or corruption of data or confidential information, damage or expenses, which may arise from the use, performance or temporary or permanent inability to use the Software.

Under no circumstances shall the Licensor be held liable for any damage suffered by the Licensee:

- in the event of a case of force majeure, such as those generally accepted by the case law of French courts and tribunals;
- when such damage results from the Licensee's direct or indirect environment, or from abnormal conditions of use of the Software.

The Licensor's liability shall under no circumstances exceed the cost of the License invoiced and duly paid by the Licensee.

Article 8 - Duration of the T&Cs

These T&Cs apply during the whole time the Licensee sells Products using the Software.

ACTRONIKA reserves the right to modify these T&Cs at any time by updating the Software.

Any new version of the T&Cs, published by the Licensor as part of a Software Update accepted by the Licensee, supersedes the previous applicable terms and conditions..

Article 9 – Cancellation - Disability

In the event that any provision of these T&Cs is declared void or deemed unwritten, all other provisions shall remain in effect.

Article 10 - Governing law

These T&C and the contractual relationship between ACTRONIKA and the Licensee are governed solely by the provisions of French law

Article 11 - Assignment of jurisdiction

IN THE EVENT OF A DISPUTE OF ANY NATURE OR OF A DISAGREEMENT RELATING TO THE INTERPRETATION OR EXECUTION OF THESE GENERAL CONDITIONS OF LICENSE, AND IN THE ABSENCE OF AN AMICABLE AGREEMENT WITHIN TWO (2) MONTHS, THE COURTS OF THE JURISDICTION OF THE COURT OF APPEAL OF PARIS SHALL HAVE EXCLUSIVE JURISDICTION. THIS CLAUSE APPLIES EVEN IN THE EVENT OF MULTIPLE DEFENDANTS OR WARRANTY CLAIMS AND NOTWITHSTANDING ANY CLAUSE TO THE CONTRARY.

Third-Parties Licenses

HIDAPI License

HIDAPI - Multi-Platform library for communication with HID devices.

Copyright 2009, Alan Ott, Signal 11 Software. All Rights Reserved.

This software may be used by anyone for any reason so long as the copyright notice in the source files remains intact.

Bluetooth Serial Port License

Copyright © 2014, Agamnentzar Copyright © 2012-2013, Eelso Cramer

All right reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

- Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other material provided with the distribution.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Other licenses used are:

pipe.c, pipe.h $\underline{\text{https://github.com/wowus/pipe}} \text{ - MIT License}$