

## VIB 360 SOFTWARE LICENSE AGREEMENT

Each time the Licensor accepts a and limited for an agreed period of time between ordering a ViBox® box, it grants the license to the Parties, or, if not specified, for a period of one or more embedded software named one year from the effective date of the VIB360® dedicated to vibration expertise and the Program, and which can be renewed diagnosis of rotating machinery and machinery valves ("Programs" as further defined below), which Licensee agrees to by signing an offer or quotation that references this Software License Agreement ("Agreement"). By using the ViBox® box and the associated Program in any way, you agree to be bound by the terms and conditions of this Agreement. If you disagree with the terms of this Agreement, do not install the box and do not use the Program. The VIB 360 ® Program Libraries are protected by international treaty and copyright and copyright laws, as well as other intellectual property laws and treaties. Use of any Program is licensed, not transferred, to you.

### A. DEFINITIONS

- (1) "Affiliate" of a company means any corporate/entity which directly or indirectly controls, or is controlled by or under common control of that company. To benefit from the status of Affiliate, any company must be announced and declared as such, with precision of the link.
- (2) "Contact" is the person appointed by Licensee as Licensee's representative to liaise with Licensor for purposes of exchange and receipt by Licensee of Customer Support & Technical Enhancements (SCAT).
- (3) "Effective Date of Agreement" means the date of acceptance of the offer or quotation by the Licensee. This date is confirmed by full payment of the price to the Licensor within the period agreed between the Parties.
- (4) "Program Effective Date" means the date on which the Program or Program update is made available for use by Licensee, unless otherwise specified in writing.
- (5) "Temporary License" means demonstration/exercise license which has license term commencing on the Effective Date of Program in accordance with article 3 below
- (6) "License Agreement" means this agreement and any supplemental document that references this Agreement that:
  - i) forms part of the offer or quotation,
  - ii) incorporates the terms and conditions set forth herein and:
  - iii) sets forth, at a minimum, the name of the Licensee, the name of the Program, and the name and address of the Contact.
  - iv) Each License Agreement will be treated as a separate agreement, incorporated into the accepted offer or quote together with full payment for the service within the agreed time frame
- (7) "License Key" means a security and software license management tool or other device that the Licensor uses to allow the Licensee's access to the Program(s) defined in the offer or estimate.
- (8) "License term" means the period of time during which the Licensee is authorized to use the Program in accordance with the applicable license grant. This term is based on the operating time of the ViBox® Box or within the limit of the authorization granted.
- (9) "Licensee" means the entity identified on the License Agreement, including its Affiliates duly specified and listed in writing.
- (10) "Licensor" means IMPEDANCE DATAVIB (SAS Commercial Register: Evry under number 814732657, represented by its corporate officer, unless an Affiliate of IMPEDANCE DATAVIB is identified as Licensor instead.
- (11) "Paid License" means a license paid in full, beginning on the Effective Date of the Program and for the term of the License, unless terminated earlier in accordance with the stipulations of this Agreement.
- (12) The Program is a tool for analyzing and diagnosing rotating machines and motors according to the method of acyclisms developed by IMPEDANCE DATAVIB. "Program(s)" means the software libraries listed in the offer or quotation, according to the list of specifications available, and any accompanying documentation, and any Technical Improvements to this (these) software(s).
- (13) "Box" refers to the ViBox® box integrating the Programs.
- (14) "SCAT" or "Customer Support and Technical Improvements" means the services described in §8 (1) below

## 2. GRANT

i) On the effective date of a License Agreement, Licensor grants Licensee a non-exclusive, non-exclusive, non-assignable, non-transferable license, without the right to sublicense, use each Program listed for each License Agreement entered into, for the License Term.

The Licensee shall use the Box and associated Program for its intended purpose specified in its order, to the exclusion of any other purpose, for its own internal data collection and processing needs as well as to deliver expert opinions, including, without limitation, the provision of analysis services, as a supplier of derived services. Nothing herein shall be deemed to convey to the Licensee or its customer any title, ownership, copyright or any other intellectual property right related to the Box or the Program, and the Licensor reserves all rights to the program which do not are not expressly granted in writing to the Licensee. Licensee will not permit the use of the Program by persons other than its employees.

ii) The Program is managed by license keys which limit the use of the Programs according to their destination.

iii) Licensor will provide Licensee with access to the Program referred to in the order via a License Key file. The Licensee will be responsible for installing the Box incorporating the Program. Licensee may not make copies of the Program including for backup or archival purposes of the Program.

The license granted to Licensee applies to all copies of the Program. In no event shall Licensee have the right to remove or alter any copyright or other proprietary notices contained in the Program and shall ensure that such notices are retained in all copies of the Program.

iv) Licensee shall not modify the License Key file provided with the Software in any way. Except as expressly permitted in this §2(4) or as required by local law, Licensee agrees not (and will not attempt, nor allow any third party to attempt, to adapt, modify, amend, modify, decompile, disassemble or decode all or part of the Program or translate all or part of the , Licensor shall make such information available to Licensee and Licensee shall not decompile (or attempt to decompile)

the Program without first requesting this information to the Licensor. The Licensor will establish a service estimate to make the information available. In order to ensure that Licensee receives the appropriate information, Licensee shall first provide Licensor with sufficient details of its purposes and other affected software. Program into another language. To the extent local law grants or requires Licensor to grant Licensee the right to decompile the program in order to obtain the information necessary to make the Program interoperable with other computer programs used or to be created by Licensee expressly. All the Specific inquiries will be given by notice to be delivered in accordance with the terms of this Agreement. The Licensee cannot distribute the Program (in whole or in part) to a third party or couple or compile the Program with any third party software without the prior written authorization of the Licensor, which consent of the Licensor may be granted or refused for technical reasons.

v) The Licensee acknowledges and agrees that the Program is subject to French or international legislation and laws governing the export and/or re-export of the Program, including, but not limited to, the laws and regulations of the Authorities French or foreign export (collectively the "Export Laws"). Licensee warrants that it is and will remain in compliance with all export regulations with respect to the Package and the Program, and acknowledges that Laws may change over time and should be kept current. . Licensee further warrants that it has not been, and is not currently being, prevented, suspended, prohibited or suspected of exporting, re-exporting, receiving, purchasing, supplying or otherwise obtaining a product, or technical data regulated by a body or agency of the French government or a foreign or supranational authority. In particular, Licensee hereby warrants that unless notice is given to Licensor,

### 3. DURATION AND TERMINATION

i) Temporary licenses will begin on the Effective Date of the Program, will have a duration equal to the duration agreed upon delivery. The License may be maintained at the then-current renewal fee set by Licensor. Licensor may terminate Maintenance in the event that Licensee fails to pay the Maintenance Fee by the payment due date. In the case of a license terminated for the cases provided for in 3.3., no refund will be due to the Licensee for the sums paid under a prepaid License

ii) The license corresponding to a paid License will begin on the effective date of the program, for the term of the License, except termination provided for in §3 (3) below.

iii) Licensor may immediately terminate this Agreement and any Program license upon the occurrence of any of the following events:

- a) Licensee materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) days of notice of such breach by Licensor, likewise the licensor may terminate this agreement and any program license for violation substantial by the licensee that it could not correct or which it could not remedy
- b) the Licensee ceases its activities relating to the Box incorporating the Program or to the Program for any reason whatsoever;
- c) the Licensee has an agent or administrator appointed over all or part of its assets, and who decides not to continue the Agreement;
- d) Licensee is subject to insolvency, reorganization, liquidation or other similar proceedings, which are not stopped within fifteen (15) days following the initiation;
- e) the transfer of the majority of Licensee's assets or outstanding voting securities (including including, without limitation, by way of merger of the Licensee with any other legal person or entity), or the sale of the activities of the Licensee relating to the boxes integrating the Program, or of any other transaction or series of related transactions in which the holders of Licensee securities immediately prior to such transaction(s) no longer hold a majority of the outstanding voting securities of Licensee immediately following such transaction(s); Or
- f) any attempted assignment of this Agreement or License Agreement by Licensee without the prior written consent of Licensor.

iv) If the License for the Program is terminated for the cases provided for in §3-3, the Licensee immediately uninstalls the Box incorporating the Program or the Program from any medium on which it is installed and certifies to the Licensor in writing that the Program is uninstalled and no copy exists or any copy of the Program has been destroyed or returned to Licensor.

Licensee shall immediately return to Licensor any confidential information or data provided to Licensee under the Program, unless otherwise specified by Licensor.

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### 4. PAYMENT

For sales of Program and/or SCAT licenses to Licensee directly by Licensor, the Licensee agrees to pay the applicable scheduled sums. In the event that the Licensee does not pay within the stipulated period, the Licensor may also demand from the Licensee the penalties and late payment interest provided for by law. The Licensee shall pay all fees and taxes related to the payment of the Boxes and licenses of the Program, excluding any tax on the income of the Licensor. If claiming tax exemption, Licensee must provide a valid exemption certificate.

### 5. CONFIDENTIAL INFORMATION

i) Licensee acknowledges that the Program contains confidential and proprietary information, including trade and trade secrets, which belong to Licensor (the "Program Confidential Information") must be provided to the Receiving Party within 15 days of initial disclosure. Notwithstanding the foregoing, reports and/or information regarding or relating to Licensor's strategies, technology, research and development, current and potential customers, billing records, and products or services shall be considered 'Confidential Information, even if not marked or identified as such

a) The Receiving Party shall use the same degree of care, and no less than reasonable care, to protect the confidentiality of the Sending Party's Confidential Information that it uses to protect its own similar confidential and proprietary information.

b) The Receiving Party agrees that, in the absence of express authorization, it: reports and/or information regarding or relating to Licensor's strategies, technology, research and development, current and potential customers, billing records, and products or services will be considered Confidential Information, even if not marked or identified as such.

c) The Receiving Party shall use the same degree of care, and no less than reasonable care, to protect the confidentiality of the Sending Party's Confidential Information that it uses to protect its own similar confidential and proprietary information.

d) The Receiving Party agrees that, in the absence of express authorization, it: reports and/or information regarding or relating to Licensor's strategies, technology, research and development, current and potential customers, billing records, and products or services will be considered Confidential Information, even if not marked or identified as such. The Receiving Party shall use the same degree of care,

i) will not use the Disclosing Party's Confidential Information in any way, on its own account or on behalf of third parties, except for the exercise of its rights and the fulfillment of its obligations under this Agreement, or

ii) will not disclose any Information Confidential to a third party, other than to provide this confidential information to (a) its employees and consultants essential for the exploitation of the data collected and processed by the Program under this Agreement and

(b) the professional advice that it must deliver to its clients in the context of expert assignments; provided that such employees, professional consultants are bound by written covenants or agreements or, in the case of counsel, by professional secrecy undertakings preserving such Confidential Information in accordance with the terms of this §5. Notwithstanding anything to the contrary in this Agreement, Licensee agrees that Licensor may use and disclose Licensee's Confidential Information to third party software providers for the purposes of providing customer support for the Box or the Program and only as these questions relate to components of third-party software providers that may interact with the Box or the Program and provided that this information is subject to conditions at least as restrictive as those set out in this and no less than reasonable care, to protect the confidentiality of the Sending Party's Confidential Information that it uses to protect its own similar confidential and

3) The obligations of §5(2) shall not extend to any information which:

services will be considered Confidential Information, even if not marked or identified as such. The Receiving Party shall use the same degree of care, and no less than reasonable care, to protect the confidentiality of the Sending Party's Confidential Information that it uses to protect its own similar confidential and proprietary information. The Receiving Party agrees that, in the absence of express authorization, it: its current and potential customers, billing records, and products or services will be considered Confidential Information, even if not marked or identified as such. The Receiving Party shall use the same degree of care, and no less than reasonable care, to protect the confidentiality of the Sending Party's Confidential Information that it uses to protect its own similar confidential and proprietary information. The Receiving Party agrees that, in the absence of express authorization, it: to protect the confidentiality of the Disclosing Party's Confidential Information which it uses to protect its own similar confidential and proprietary information. The Receiving Party agrees that, in the absence of express authorization, it: to protect the confidentiality of the Disclosing Party's Confidential Information which it uses to protect its own similar confidential and proprietary information. The Receiving Party agrees that, in the absence of express authorization, it:

- (i) was lawfully known to the Receiving Party prior to the transmission of the Disclosing Party; Or
- ii) enters the general public domain without any wrongful act or breach of this Agreement by Receiving Party; Or
- iii) is received by the Receiving Party from a third party having a legitimate right to disclose such information; Or,
- iv) is independently developed by the Receiving Party without use of or reference to Confidential Information of the Disclosing Party; Or
- v) is required by law, regulation or court order to be disclosed, so long as the Receiving Party notifies the Disclosing Party, in writing, before disclosing the Confidential Information so that the Disclosing Party has the opportunity to request a protective measure or other appropriate measure from the competent authority.

The Receiving Party agrees to cooperate with the Disclosing Party in requesting such relief or in pursuing any other remedy or in defining the scope of any required disclosure. The Receiving Party bears the burden of proving the exceptions to §5 (3) above.

The obligations of the Parties with respect to the other Confidential Information survive as long as the said Information remains Confidential according to the definition given in §1 above.

## **6. WARRANTIES - LIMITATION OF REMEDIES**

- i) Licensor warrants to Licensee that the Program will materially operate as specified in the most recent version of Licensor's user manual ("Manual") applicable to the Program for twelve (12) months from the date of effect of the Program and for the period of time Licensee is entitled to receive SCAT for a Program, unless otherwise specified in the applicable License Agreement. The warranties provided in this §6 shall only apply to the two (2) most recent versions of the Program.
- ii) The Licensor does not guarantee the interpretation of the results obtained or processing carried out by the Licensee's consultants and experts as a result of the use of the Box, the Program or the Manual.
- iii) The warranties set forth herein are the only warranties provided to Licensee and extend to Licensee alone, excluding its customers. Licensor shall not be liable for warranty for any breach caused by:
  - a. modifications (or attempted modifications) of Program made by or on behalf of Licensee, whether authorized or unauthorized, or
  - b. any combination of the Program with other software, or
  - c. the use of a version other than the most recent of the Program and the Manual.
- iv) The Licensor expressly disclaims any warranties to anyone other than the Licensee with respect to the Box and the Program or any part thereof.
- v) In the event that the Box or Program fails to operate in any material respect as set forth in the Manual, Licensee's remedy against Licensor shall
  - a. If the Manual is defective, request to modify the Manual to reflect the functionality intended program and the actual operation precisely.
- vi) The Licensee's remedies as defined in this paragraph are the sole and exclusive remedies available to the Licensee for the implementation of the guarantee, in the absence of any other clause to the contrary agreed by separate agreement.

## 7. LIMITATION OF LIABILITY & COMPENSATION

i) Except as provided by law, Licensor shall not be liable to Licensee or any other party for any indirect, special, consequential, induced, punitive or incidental damages or losses. Under no circumstances may the Licensor's total liability to the Licensee exceed the full sums paid for the Box or the Program. Licensee is fully responsible for maintaining full backup copies of its software, data and database configurations in accordance with industry best practices.

ii) Licensee agrees to defend, indemnify and hold harmless Licensor and its officers, directors, employees and agents, (collectively, the "Indemnified Parties") from and against all losses, damages, liability (including negligence of the parties with respect to the Program and Support therefor) caused by such Parties (including reasonable attorneys' fees) as a result of Licensee's use of the Program; provided, however, that these indemnification obligations do not extend to:

billing, for twelve (12) months from the Effective Date of the Program. In consideration of the payment of the SCAT fees required of the Licensor as the case may be, the SCAT for a Paid License will be provided by THE Conceding. THE SCAT will be automatically renewed at the prior year's SCAT rate plus an increase correlated to the increase in the price of the Program for which such SCAT fee is paid for a renewal term equal to the length of the previous initial or renewal term (whichever case) unless the Licensee, or the Licensor, gives

a written notice of intention to terminate SCAT. SCAT renewal (as applicable). Notice not to renew shall be deemed given by Licensee if Licensee fails to deliver a purchase order to Licensor for SCAT prior to the expiration of the

(a) claims for Licensor's breaches before the end of the initial term or obligations of §5 or

b) Complaints arising of one mistake intentional by the Licensor

iii) Notwithstanding anything to the contrary in this Agreement, neither Party shall limit its liability (if any) to the other Party for any matter for which it would be unlawful to exclude or attempt to exclude its liability; but nothing in this clause confers any right or remedy on the other Party beyond what is required by law. other Party for any matter for which it would be unlawful to exclude or attempt to exclude its liability; but nothing in this clause confers any right or remedy on the other Party beyond what is required by law.

**8. CUSTOMER SUPPORT AND IMPROVEMENTS**duration of the SCAT then in force. The Licensor may

TECHNICAL (SCAT)

(1) The SCAT is made up of:

(i) Telephone, e-mail or web support regarding the use of the Program ("Customer Support");

(ii) the updates or corrections of the Program which are due the first year then on a paying option according to the scale agreed by contract.

Licensor may limit the provision of customer support to the Contact specified in the License Agreement or other applicable agreement. In this case, the Licensor will provide first level support to the Licensee and its agents authorized to use the Program according to the terms of this Agreement. Licensor may modify the technical support at any time upon written notice to the Licensee.

Customer support will be provided by the Licensor, which will adapt its surface and its means according to the number of Devices and Programs marketed.

Technical Improvements will be provided by Licensor at intervals determined by Licensor.

(2) For a Temporary License, the annual CSAT fee is included in the Temporary License invoice.

(3) For a Paid License, telephone, e-mail, or Web support for Program Installation will be provided at no additional charge.

terminate SCAT in the event Licensee fails to pay the applicable SCAT fee, as the case may be, by the due date of such payment. In the event that the SCAT is terminated before the end of the term, no refund will be due to Licensee for any portion of the prepaid SCAT sum.

(4) Licensor shall not be required to provide SCAT:

(i) For anything other than the last two commercially available versions of each Program;

(ii) for any Program that has been modified, damaged or altered by Licensee or on Licensee's behalf;

(iii) for any applications, templates or other customizations provided by Licensor as part of particular consulting services; Or

(iv) For any problem caused by Licensee's negligence or use of the Program other than in accordance with the Manual and this Agreement.

(5) Licensor may, from time to time, post notices of Errors in the Program on the Company's website (<http://www.impedance.fr>) or in such other manner as Licensor may decide to its sole discretion upon notice on its site.

Licensor's technical support will promptly notify

all User Contacts of the Licensee of the Program for detected errors and bugs.

6) In the event that SCAT is terminated by Licensee, Licensor shall have no obligation to permit re-establishment of SCAT on such Program.

## 9. MISCELLANEOUS

(1) All notices required in this Agreement shall be given by one Party to the other using the contact details set out in the Order Agreement, unless a change thereto has been given in writing to the party in advance. who gives the opinion.

(2) Licensee may not assign the Package and/or the Program or this Agreement or any particular license of the Program to any third party by operation of law, or by liquidation or otherwise, without the prior written consent of the Licensee. Conceding. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective permitted successors, assigns and permitted assigns.

(3) The provisions of §§ 2(4), 2(5), 3(4), 4, 5, 6(5), 6(6), 7 and 9 shall survive the termination of this Agreement or any Individual License Agreement.

(4) This Agreement may be executed in multiple counterparts (including scanned and electronically transmitted copies, faxed copies and any other similarly signed mode and electronically transmitted copies), each of which shall be deemed to be an original and which together will constitute one and the same Agreement.

(5) Non-Solicitation of Personnel. Each of the Parties is expressly prohibited from soliciting with a view to hiring or directly or indirectly hiring any member of staff of the other Party. This prohibition applies throughout the duration of this Contract and for the six months following its termination, for any reason whatsoever.

(6) Intuitu Personae. Licensee may not assign, in whole or in part, its rights or obligations under this Agreement in any manner, whether voluntarily or by operation of law, without the prior written permission of Licensor.

Any assignment that has not been authorized in writing will be considered null and void and unenforceable against the Licensor.

(7) The rights and obligations of the Parties hereto are governed by French law, excluding the United Nations Convention on the International Sale of Goods and choice of other legal provisions.

(8) The Parties hereto consent to the election and jurisdiction of French law and the Commercial Court of Evry for the purposes of legal proceedings arising out of or relating to this Agreement.

(9) If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, it will not affect:

(i) the validity or enforceability of any other provision of this Agreement in such jurisdiction; Or

(ii) the validity or enforceability in other jurisdictions of this or any other provision of this Agreement.

(10) Any failure by a Party to apply one of the stipulations of this Agreement may not subsequently be interpreted as a waiver of the Party's right to enforce each or more of these stipulations.

(11) This Agreement, the applicable License form and any exhibits, schedules or amendments that form part of the Package Acquisition Agreement, or of the Program, to which they relate, constitute the complete and exclusive whole of the Agreement between the parties and supersede all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. Except as otherwise provided herein, this Agreement may not be modified except by written amendment signed by the duly authorized agents or legal representatives of the Parties. Unless otherwise specified, the terms and conditions set out in this License Agreement shall apply in the absence of any contrary stipulations contained in any other specific agreement entered into with a Licensee. No purchase order, purchase agreement or other standard forms issued by Licensee, even if such purchase order, purchase agreement or other forms



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standards provided that it prevails over any other agreement between the parties, may not contradict, modify or delete the terms of this Agreement, in any way whatsoever. No acknowledgment, written or oral, of such purchase order, sale agreement or standard form shall be deemed to have effect and shall not constitute acceptance of these terms.

To be returned duly signed and dated, please.

Date

The signatory accepts the terms above

Signature and stamp of the company