

**HIKVISION MATERIALS LICENSE AGREEMENT**

**This Materials License Agreement** (this “**Agreement**”), effective as of 24/06/2024 (the “**Effective Date**”) is made and entered into by and between

IA Sport Vision

whose principal place of business is at  
64 avenue des tortues

(hereinafter referred to as “**Company**”) and HANGZHOU HIKVISION DIGITAL TECHNOLOGY CO., LTD. , whose principal place of business is at No. 555, Qianmo Road, Binjiang District, Hangzhou 310051, China (hereinafter referred to as “**HIKVISION**”).

**WHEREAS**, **Company** wishes to be granted a license by HIKVISION of HIKVISION Materials (as identified in this Agreement) for the purpose of enabling **Company** to integrate, incorporate, develop, evaluate and/or test of compatible contents for connection with HIKVISION Products (the “**Purpose**”).

**AND WHEREAS**, HIKVISION is willing to grant such a license to **Company** subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises, covenants and representations set forth herein, both parties hereto agree to be legally bound as follows:

**1 Definition**

Whenever capitalized in this Agreement:

**Affiliates** means any entities which, directly or indirectly, are in control of, are controlled by, or is under common control with, one contracting party. For the purposes of this definition, “control” means the power, directly or indirectly, either to (i) vote fifty percent (50%) or more of the shares having ordinary voting power for the election of directions of such entity, or (ii) direct or cause the direction of the management and policies of such entity, whether by contract or otherwise.

**Agreement** means this Material License Agreement including any attachments, schedules and any exhibits thereto which are hereby incorporated by this reference.

**Confidential Information** means all information of a confidential nature disclosed by the Disclosing Party to the Receiving Party, including, but not limited to information received by Disclosing Party from (i) its Affiliates or (ii) third parties under obligations of confidentiality and disclosed to Receiving Party, in any and all media including, without limitation, data, technology, know-how, inventions, discoveries, designs, processes, formulations, models, equipment, algorithms, software programs, documents, systems, specifications, information concerning research and development work, prices, proposed transaction terms and other commercial information and/or trade and business secrets

including information which relates to current, planned or proposed products, marketing, sales and business plans or status, forecasts, projections and analyses, financial information, and customer information.

For purposes of this Agreement, either of the parties (the “Disclosing Party”) may disclose to the other (the “Receiving Party”) confidential information regarding the intellectual property, business and/or affairs of the Disclosing Party.

Confidential Information shall not include any information which is shown to have been: (i) publicly known and/or made generally available in the public domain either prior to or after the time of disclosure by the Disclosing Party through no wrongful act of the Receiving Party; or (ii) already in the possession of the Receiving Party in a legal manner at the time of disclosure; or (iii) is rightfully obtained by the Receiving Party from a third party free of any obligation to such third party to keep it confidential; or (iv) is independently developed or rightfully acquired by the Receiving Party without use, access or knowledge, either directly or indirectly, of the Disclosing Party’s Confidential Information.

**HIKVISION Materials** means materials provided by HIKVISION to Company as identified in Appendix A attached to this Agreement and other materials as may be agreed in writing by entering supplementary amendments to Appendix A, which may include HIKVISION-proprietary software development kits (SDKs), header files, APIs, libraries, simulators, software (source code and object code) or any technical or other specifications or documentation may be provided by HIKVISION.

**Products or HIKVISION Products** means the products manufactured by or for HIKVISION which are under the brand of “HIKVISION” or any other that is held by HIKVISION or its Affiliates. The Products shall also include embedded or supplemented software, platform software, apps, accessories, upgrades, and revisions.

**Intellectual Property Rights or IP Rights** means any patent, copyright, registered design, trade mark or other industrial or intellectual property right subsisting in respect of HIKVISION Materials, and applications for any of the foregoing.

**Personal Data** means any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity.

## **2 License Grant and Restrictions**

2.1 HIKVISION hereby grants to Company and Company hereby accepts a non-exclusive, non-assignable, non-sublicensable, revocable, limited license (without the right to modify) to utilize, evaluate, test HIKVISION Materials for and only for the Purpose. All licenses not expressly

granted in this Agreement are reserved and no other licenses, immunity or rights, express or implied are granted by HIKVISION by implication, estoppel, or otherwise.

- 2.2 Company shall not install, use or run HIKVISION Materials on any other products other than on or in connection with HIKVISION Products, or to enable others to do so. And Company shall not and agree not to, or to enable others to, copy (except as expressly permitted under this Agreement), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, decrypt, or create derivative works of HIKVISION Materials, or any part thereof.
- 2.3 Except as otherwise provided for herein, Company shall not use HIKVISION Materials for any other purpose and will not disclose HIKVISION Materials to any third party. Furthermore, Company shall not use HIKVISION Materials to develop any product that is substantially similar to or is competitive with HIKVISION Materials.
- 2.4 Company shall not remove any copyright, trademark, or other proprietary rights notices or legends in or any elements of HIKVISION Materials thereof (including without limitation the documentation, if any, included as part of HIKVISION Materials), and shall reproduce and include such copyright and other proprietary rights notices and legends in any and all copies of any elements of HIKVISION Materials made pursuant to this Agreement.
- 2.5 By providing information as listed in Appendix A to HIKVISION for prior written consent, Company will be permitted to employ or retain the Affiliates or third party ("Service Provider") to assist Company carry out the Purpose. Company shall ensure that any such Service Provider's use of HIKVISION Materials is done solely on Company's behalf and only in accordance with the terms and conditions set forth in this Agreement. Company agrees to have a binding written agreement with Service Provider with terms at least as restrictive and protective of HIKVISION as those set forth herein. Any use of HIKVISION Materials or actions undertaken by any such Service Provider arising out of this Agreement shall be deemed as the behavior of Company and Company (in addition to Service Provider) shall be responsible to HIKVISION for all such results of use and actions (or any inactions).
- 2.6 In the event that Company discloses to HIKVISION any suggestions or improvement ("Feedback") to HIKVISION Materials that is made by Company, Company hereby grants HIKVISION with its Affiliates and its licensors a perpetual, irrevocable, worldwide and royalty-free license grant to freely use, modify, reproduce, license, sublicense, sell, distribute such Feedbacks.

### **3 Hardware**

- 3.1 In case that HIKVISION provides hardware including not limited to devices ("Hardware"), Company agrees to keep the Hardware in its possession, in a secure environment with access limited to employees of Company and/or approved Service Provider on a necessary basis, with such access to be granted in accordance with the terms of this Agreement. Company also agrees

to maintain physical control of the Hardware and keep such Hardware only at the Designated Site(s) as set forth in Appendix A.

- 3.2 During the term of this Agreement, Company has right to use the Hardware free of charge. Company also agrees to return the Hardware immediately upon the expiration and/or termination of this Agreement
- 3.3 Company agrees to compensate for the full price of the Hardware in case of any damage or loss.

#### **4 Intellectual Property**

- 4.1 HIKVISION retains exclusive ownership and all IP Rights to HIKVISION Materials, with the derivative products. All IP Rights developed by HIKVISION, whether before or after the Effective Date, and whether it is relevant to HIKVISION Materials or not, will be the sole property of HIKVISION.
- 4.2 Company shall not use the name, trademarks, service marks, trade names, logos or other words or symbols identifying HIKVISION in any advertising, press releases or any other publicity matters, nor any variation thereof, without HIKVISION's prior written approval. All trademarks, service marks, trade names, logos or other words or symbols identifying HIKVISION are and will remain the exclusive property of HIKVISION, as the case may be. No license is granted with respect to any such trademarks, service marks, trade names, logos, or other words or symbols, except expressly stipulated in the Agreement.

#### **5 LIMITATION OF LIABILITY**

- 5.1 EXCEPT AS EXPRESSLY PROVIDED IN OTHER SECTION(S), HIKVISION MATERIALS ARE PROVIDED TO COMPANY "AS IS", WITH "FAULTS AND ERRORS". HIKVISION MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL HIKVISION BE LIABLE TO COMPANY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES, INCLUDING, AMONG OTHERS, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR LOSS OF DATA OR DOCUMENTATION, IN CONNECTION WITH THE USE OF HIKVISION MATERIALS, EVEN IF HIKVISION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 5.2 COMPANY HEREBY AGREES TO USE HIKVISION MATERIALS IN COMPLIANCE WITH ALL APPLICABLE LAWS, AND COMPANY SHALL SOLELY RESPONSIBLE FOR ENSURING THAT THE USE CONFORMS TO THE APPLICABLE LAW. ESPECIALLY, COMPANY SHALL BE RESPONSIBLE FOR USING HIKVISION MATERIALS IN A MANNER THAT DOES NOT INFRINGE ON THE RIGHTS OF THIRD PARTIES,

INCLUDING WITHOUT LIMITATION, RIGHTS OF PUBLICITY, INTELLECTUAL PROPERTY RIGHTS, OR DATA PROTECTION AND OTHER PRIVACY RIGHTS. COMPANY SHALL NOT USE HIKVISION MATERIALS FOR ANY PROHIBITED USES, INCLUDING THE DEVELOPMENT OR PRODUCTION OF WEAPONS OF MASS DESTRUCTION, THE DEVELOPMENT OR PRODUCTION OF CHEMICAL OR BIOLOGICAL WEAPONS, ANY ACTIVITIES IN THE CONTEXT RELATED TO ANY NUCLEAR EXPLOSIVE OR UNSAFE NUCLEAR FUEL-CYCLE, OR IN SUPPORT OF HUMAN RIGHTS ABUSES.

- 5.3 HIKVISION'S AGGREGATE AND CUMULATIVE LIABILITY UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE PAYMENT PAID BY COMPANY FOR THE LICENSE OF HIKVISION MATERIALS.

## **6 Compliance**

- 6.1 Data Compliance. Either party may provide certain Personal Data to the other party for purposes related to the performance of obligations under this Agreement. Both parties, as well as all of the people who work on their behalf within the framework of this Agreement, shall comply with all applicable data protection laws and regulations. Both parties will only collect and use the other party's Personal Data to the extent required to carry out their contractual relationship under this Agreement. Both parties warrant that they have the right to provide this data, and will agree to this data being collected to this extent and used for this purpose.
- 6.2 Company hereby also agrees to the cross-border transfer of its Personal Data to HIKVISION and/or its Affiliates which may be involved in the transaction under the Agreement and it will transfer such data strictly in accordance with applicable data protection laws and regulations.
- 6.3 Compliance with Relevant Export Regulations. Any Products, any other products that contain Products and HIKVISION Materials shall be in compliance with all applicable export regulations including the Export Administration Regulations of U.S.A. HIKVISION shall not be liable for any claims or damages arising from such inherently dangerous use, illegally export or re-export of the Products or HIKVISION Materials.
- 6.4 Human Rights Protection. Company undertakes to respect human dignity and human rights and comply with the international humanitarian law. Company also commits itself to develop an ongoing effective, appropriate and proportionate procedures guaranteeing the respect of human rights, throughout the whole chain of its activities both for itself and for its subcontractors, customers and suppliers.
- 6.5 Company hereby further confirms and undertakes that the Products shall not be resold (i) to countries or territories, subject to U.S. economic sanctions, including Cuba, Iran, North Korea, Syria and the Crimea Region of Ukraine, or (ii) to any individual or entity that is listed on the

Specially Designated Nationals and Blocked Persons List (an “SDN”) maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury (“OFAC”), or that is listed on the Foreign Sanctions Evaders List maintained by OFAC (an “FSE”), or that, to the knowledge of the Company, is controlled or fifty percentage or more owned, directly or indirectly, by one or more SDNs or one or more FSEs. Company hereby confirms and undertakes that HIKVISION Materials and Products shall not be used or resold in relation to weapons of mass destruction, or the development and/or production of chemical or biological weapons, or activities in the context or related to any nuclear explosive, or unsafe nuclear fuel-cycle activity, or in support of serious human rights abuses.

- 6.6 Company hereby confirms and undertakes that HIKVISION Materials shall not be used to covert surveillance of natural persons by monitoring, extracting, collecting or analyzing data from information and telecommunication systems and shall not be used in connection with internal repression and/or the commission of serious violations of human rights and international humanitarian law.
- 6.7 Both parties hereto shall take social responsibilities, treat employees well, protect the environment, resist commercial bribery and unfair competition, be honest in business activities, contribute to the sustainable development of social economy and environment, and abide by laws and regulations and globally recognized business ethics standards/norms. Company shall follow the applicable laws and regulations, to avoid infringement of third party rights, including but not limited to public security interests, invasion of privacy, in violation of the provisions of data protection, such as disgraceful consideration in violation of the behavior.

## **7 Confidentiality**

- 7.1 For purposes of this Agreement, the Receiving Party agrees and undertakes that it will use the Confidential Information complying with the provisions of this Agreement and/or the Non-Disclosure Agreement( “NDA”) agreed by the parties(as the case may be).
- 7.2 The Receiving Party agrees that it shall hold all Confidential Information in confidence and shall safeguard the Confidential Information with at least the same degree of care that it takes to protect its own Confidential Information of a similar nature, which in no event shall be less than a reasonable standard of care.
- 7.3 The Receiving Party agrees not to disclose any Confidential Information of the Disclosing Party except as provided herein. The Receiving Party shall only make the Confidential Information available to its employees, consultants, affiliates, agents and subcontractors (“Representatives”) who have a “need to know” in order to carry out the purpose relating to this Agreement and who have, prior to any such disclosure of Confidential Information. Representatives should be bound



by a duty of confidentiality at least as restrictive as the terms contained herein. Any use and disclose of HIKVISION Materials by any such Representatives arising out of this Agreement shall be deemed to behavior of Company, and Company (in addition to Representatives) shall be responsible to HIKVISION for all such results of use and disclose.

- 7.4 At any time upon the written request of the Disclosing Party, the Receiving Party shall within THIRTY (30) days of receipt of the request, discontinue use of the Confidential Information and (i) return or destroy subject to the Disclosing Party's written instructions, all Confidential Information in tangible form in its possession, and (ii) upon request provide the Disclosing Party with a written certificate evidencing the complete and full execution of the provisions of this Section.
- 7.5 All obligations of the parties hereto with respect to the Confidential Information, shall become effective as of the Effective Date and continue in effect during the Term of this Agreement, and shall survive any termination of this Agreement.

## **8 Term and Termination**

- 8.1 This Agreement shall commence as of the Effective Date hereof and shall remain in force for 3 year(s) unless : i) earlier terminated by HIKVISION as set forth in Section 8.2, or ii) the Agreement is superseded by a new license agreement, whichever is earlier.
- 8.2 HIKVISION shall have the right to terminate this Agreement with at least THIRTY (30) days written notice without cause and shall be entitled to immediately terminate this Agreement without observing any notice period in the event, that:
- (a) Company is in default under any term or condition of this Agreement and fails to cure such default within TEN (10) days following written notice thereof from HIKVISION;
  - (b) Company fails to comply with the terms of Section 6 (Compliance) and Section 7 (Confidentiality);
  - (c) There is at any time a material change in the management, ownership or control of Company; or;
  - (d) Company at any time challenges the validity of any Intellectual Property of HIKVISION.

## **9 Consequences of Termination and Expiration**

- 9.1 Upon the expiration or termination of this Agreement, all licenses granted to Company hereunder shall terminate upon the termination date. Anything contained herein to the contrary notwithstanding, the license granted to the Company with respect to HIKVISION Materials before the termination shall not be affected. Additionally, all HIKVISION Materials under

Company's control shall be returned from Company to HIKVISION within THIRTY (30) days after the termination date.

- 10** The following sections of this Agreement shall survive after the expiration or termination for any reason: Section 4 (Intellectual Property), Section 5 (Limitation of Liability), Section 6 (Compliance), Section 7 (Confidentiality), Section 8 (Term and Termination), Section 9 (Consequences of Termination and Expiration), Section 10 (Breach of Agreement), Section 11 (Governing Law and Jurisdiction) and Section 12 (Miscellaneous).

#### **11 Breach of Agreement**

Company acknowledges and agrees that any breach or potential breach shall cause irreparable injury to HIKVISION and that, in addition to any other remedies that may be available, in law, in equity or otherwise, HIKVISION shall be entitled: (a) to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by Company and; (b) to be indemnified by Company from any loss or harm, arising out of or in connection with any breach of Company's obligations under this Agreement.

#### **12 Governing Law and Jurisdiction**

The laws of the People's Republic of China shall govern this Agreement. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by China International Economic and Trade Arbitration Commission ("CIETAC") in Beijing in accordance with CIETAC rules. The arbitral tribunal shall be composed of three arbitrators. The language to be used in the arbitral proceedings shall be English, unless the parties agree otherwise.

#### **13 Miscellaneous**

- 13.1 Should either party be prevented from performing its obligations due to force majeure, such as earthquake, typhoon, flood and war and other unforeseen events, and their happening and consequences are unpreventable or unavoidable, the party prevented from performing its obligations under this Agreement shall not be liable to the other party to the extent that the failure to perform such obligations is solely as a result of any such force majeure event. In the event of Force Majeure, the parties shall immediately consult with each other to find a suitable solution and the party claiming Force Majeure shall also use all reasonable endeavors to minimize the consequences of such Force Majeure.

- 13.2 This Agreement contains the entire agreement and understanding of HIKVISION and Company with respect to the subject matter hereof and supersedes and replaces all prior discussions, agreements, proposals, understandings, whether orally or in writing, between HIKVISION and





Company related to the subject matter of this Agreement. This Agreement may be changed, modified or amended only in a written agreement that is duly executed by authorized representatives of both HIKVISION and Company.

13.3 All notices of default, breach, renewal or termination of this Agreement required or permitted hereunder (collectively, “Notices”) shall be in writing and shall be personally delivered or sent by a reputable overnight mail service (e.g., Federal Express), or by first class mail (certified or registered), or by e-mail, to the other party addressed as set forth below. Notices will be deemed effective (i) SEVEN (7) working days after deposit, postage prepaid, if mailed, (ii) the next THREE (3) working days if sent by overnight mail, or (iii) the same day if personally delivered or if sent by e-mail.

To Company	To HIKVISION
Attention: Ia sport vision	Attention: Felix Fu
Address: 64 avenue des tortues,vidauban 83550	Address: No.555 Qianmo Road, Binjiang District, Hangzhou City
Country: France	Country: People's Republic of China

13.4 Any party may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other party.

13.5 If any provision of this Agreement is held to be invalid or unenforceable, such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement but without invalidating any of the remaining provisions of this Agreement.

13.6 No failure or delay by any party in exercising any right or remedy under this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights and remedies of HIKVISION under this Agreement are cumulative, may be exercised as often as HIKVISION considers appropriate and are in addition to its rights and remedies under

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law.

13.7 Headings used in this Agreement are for ease of reference only and shall not be used to interpret any aspect of this Agreement.

13.8 This Agreement may be executed in one or more counterparts, including facsimiles, each of which will be deemed to be a duplicate original, but all of which, when taken together, will be deemed to constitute a single instrument.

**IN WITNESS WHEREOF**, the parties hereto have duly entered and executed this Agreement as of the day and year first above written and represent and warrant that the party executing this Agreement on their behalf is duly authorized.

**Company**

**Authorized Signatory:** *Sofian MARGOUM*

**Title:** sofian Margoum

**HIKVISION**

**Authorized Signatory:** *Felix Fu*

**Title:** Global Technology Partnership Manager



Appendix A

1. HIKVISION Materials

Hardware	DS-2CD2T47G2P-LSU/SL
Software	none
Information/Documentation	none

2. Designated Site(s)

In case that HIKVISION provides Hardware to Company as agreed in this Agreement, Company agrees to keep the Hardware only at the site of [ <https://tpp.hikvision.com> ].

3. Service Provider

In case that Company would like to employ or retain its Affiliates or third party (“Service Provider”) to assist Company carry out the Purpose, Company shall provide following information to HIKVISION for prior written consent.

Company Name	Address	Contact

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