GENERAL TERMS AND CONDITION OF **LICENSE** Skinetic™ SDK October 2023

The present General Terms and Conditions of License (hereinafter the 'Agreement") applies between ACTRONIKA, a simplified joint stock company with a share capital of 20.947 €, whose registered office is located at 68, Boulevard de Courcelles - 75017 Paris, France, registered at the Trade and Companies Register 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 "Skinetic™ SDK" Software. By installing or otherwise using the Software, the Licensee agree to be bound by the terms and conditions of this Agreement as may be revised from time to time at Licensor's sole discretion.

Article 1 – Definitions

For the purposes of this Agreement, the following terms have the following meanings:

means the Licensee's customers who have **Customers:**

purchased a Product.

refers to elements of any kind that make up the Components:

Software (in particular, text, images, sounds, videos, photographs, hypertext links, animations, source codes, object codes, algorithms, style

sheets, graphic guidelines, logos, etc.).

Documentation: means all the functional, installation and usage

documents provided with the Software.

means the license granted by Licensor to Licensee License:

in accordance with this Agreement.

means any individual or entity that acquires a Licensee:

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

installed, used or backed up.

Updates: means all modifications of any kind to the

Software, including updates, upgrades, variations, modifications, alterations, additions, corrections, enhancements, functional changes or

other changes to the Software.

means ACTRONIKA's software solution "Skinetic $^{\text{TM}}$ SDK" in version [1.4.0] and all its Software: means

Updates, in object code.

means the software or hardware manufactured **Product:**

and marketed by the Licensee using the Software.

Article 2 – Grant of License

The Licensor hereby grants to the Licensee a Commercial License to install, load, download, run, display and use the Software for commercial purposes under the terms and conditions set forth in this Agreement. Any installation or use of the Software, for whatever reason, implies the Licensee's full acceptance of this Agreement.

2.1. Scope of the License

The License granted to the Licensee is a worldwide, limited, nonexclusive, sub-licensable license, to install, load, download, display, run and use the Software in connection with the use of the Skinetic™ Vest, 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. Maintenance and support service

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, unless expressly agreed upon in writing.

Maintenance and support services, including Software errors correction and delivery of Software Updates are not included as part of the terms of License.

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.

The Licensee agrees that the following restrictions are an ongoing condition to the license granted under the Agreement:

- the Licensee shall not use the Software to develop products or software that provide substantially the same function as such Software:
- the Licensee may not use the Software for benchmarking internally against competing products.

All rights not expressly granted by this Agreement are reserved by

Any use of the Software in violation of this Agreement 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.

Article 4 - Licensee's obligations

The Licensee undertakes to comply with all the terms and conditions of use of the Software as defined in this Agreement 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 or its Customers, for any reason whatsoever, with said terms of use.

Article 5 - Intellectual Property Rights

The Licensee acknowledges and agrees that the Software, its Updates, its Components and its Documentation, contain confidential information and know-how, as well as any and all, intellectual and industrial property rights now known or hereafter known, tangible and intangible, worldwide, including: (a) rights associated with works of authorship throughout the world, including but not limited to, copyrights, moral rights, and mask works; (b) trademarks, trade name rights and similar rights; (c) trade and industrial secret rights; (d) patents, designs, algorithms, and other intellectual and/or industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise; and (e) all registrations, initial applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in force (including any rights in the foregoing), all as associated with or incorporated in such Software, Updates, Components and Documentation, which are owned by Licensor or, as the case may be, by its licensors.

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 Agreement 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.

Third-Parties Licenses

The Licensee undertakes to comply with all the terms and conditions of use of the following 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.

Other licenses used are:

pipe.c, pipe.h https://github.com/wowus/pipe - MIT License

Article 6 – Disclaimer of warranty

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.

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 to 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.

The Licensee recognizes and agrees that the Software constitutes and/or contains commercially valuable and confidential information of ACTRONIKA, and that the development of such software reflects the efforts of skilled development experts and the investment of considerable time and money. Accordingly, the Licensee

acknowledges and agrees that monetary damages may not be sufficient to compensate ACTRONIKA in the event of Licensee's breach or violation of the Agreement, that ACTRONIKA may be irreparably harmed by such breach or violation, and that ACTRONIKA shall have the right to seek other remedies available to it in law and equity to remedy such breach or violation, including injunctive and equitable relief.

Article 8 – Term and Termination

This Agreement applies during the whole time the Licensee sells Products using the Software. It shall be terminated upon the earliest to occur of any one of the following events: (a) immediately and without notice in the event Licensee fails to comply with any provision of this Agreement; or (b) by the Licensee, if the Licensee discontinue all use of the Software, its Components and its Documentation; or (c) by either Party for convenience at any time by providing a two-week written prior notice to the other.

On termination of this Agreement, whether by reason of expiry or otherwise, Licensee shall promptly discontinue use of the Software, uninstall all installation of the Software and, at Licensor's request, return the Software to Licensor at no cost to Licensor.

ACTRONIKA reserves the right to modify this Agreement at any time by updating the Software.

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

Article 9 - Feedbacks and analytics

Licensor may collect usage and performance data relating to Licensee's installation and use of the Software, including, without limitation, data relating to: (i) Software use, (ii) Licensee's computers hardware configuration, (iii) error information including error messages, (iv) performance data, (v) number of users, (vi) time spent on the Software, (vii) number of projects made with the Software.

Licensee may also communicate directly or indirectly to Licensor suggestions and comments regarding the Software, including without limitation, performance, user interface, experiment results, and errors. These suggestions and comments are collectively referred to as "Feedback". Licensee grants to the Licensor a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully-paid up right to use such Feedback. Therefore, the Licensor shall have the right to make, use, copy, modify, sell, distribute, sub-license, and create derivative works incorporating the Feedback as part of any product, technology, service, specification or other documentation and to publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell, and sell, rent, lease or lend anonymized copies of the Feedback (and derivative works thereof) as part of any product or service.

Article 10 - Privacy

For the purpose of this Agreement and for its term, Licensee's personal data are collected, used, processed and shared in compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), and any other applicable laws implementing the EU Regulation.

Article 11 - Limitations

Nothing in this Agreement shall be construed as creating any obligation on Licensor to continue to develop, commercialize, offer, make available or support (i) the Software; or (ii) any feature, functionality or Update as may be encompassed in the Software from time to time.

Article 12 - No waiver - No agency - Severability

Licensor may exercise any or more of the remedies available to it under the terms of this Agreement, in addition to any remedy available at law. Failure of Licensor to enforce a right under this Agreement shall not act as a waiver of that right.

No provision of this Agreement or action by the Parties will establish or be deemed to establish any partnership, joint venture, principal-agent or employer-employee relationship in any way, or for any purpose, between Licensor and Licensee.

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

Article 13 - Entire agreement

Agreement including all schedules hereto, constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior or collateral agreements, communications, representations, understandings, negotiations and discussions, oral or written.

Article 14 - Governing law and Jurisdiction

This Agreement is governed by and construed in accordance with the laws of France.

IN THE EVENT OF A DISPUTE OF ANY NATURE OR OF A DISAGREEMENT RELATING TO THE INTERPRETATION OR EXECUTION OF THIS AGREEMENT, 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.