

SKR TECHNOLOGIES

TERMS AND CONDITIONS LICENSING OF SKYREAL SOFTWARE

ARTICLE 1 - DEFINITIONS

In this terms and conditions licensing and unless otherwise defined herein, the following words and expressions, whether in a singular or a plural form, shall have the following meanings:

Access Rights

Means the intellectual property rights granted by SKR TECHNOLOGIES to the Licensee for the performance of the License.

Affiliate

Means any company which is directly or indirectly owned or controlled by or owning or controlling or under the same ownership or control as a Party. Ownership or control exists through the direct or indirect:

- ownership at least of 50% of the nominal value of the issued equity share capital, or
- ownership at least of 50% of the shares entitling the holders to vote for the election of management, or
- ownership of 50% or more of the shares and the right to control the management.

Confidential Information

Means any confidential and sensitive information or data provided by the Disclosing Party (and indicated as such in a written statement such as « Confidential » or by affixing a specific stamp (as defined below) to the Receiving Party, related or linked to any activity conducted under this Agreement or an Order, whatever their purpose (technical, industrial, financial, commercial, etc.), their nature (know-how, method, process, technical and setting-up detail, etc.), their supporting medium (written or printed document, CD Rom, sample, drawing, model, etc.) and their transmission means (written, oral, data-processing including networks, etc.), and which:

- a) appear on a tangible format, are visible or recorded and bearing the statements “Proprietary” and/or “Confidential” or other similar markings or statements to that effect; or
- b) are provided orally (and duly identified as Confidential Information at the time of disclosure), and thereafter converted into a tangible, visible or recorded medium, and provided to the Receiving Party within thirty (30) days of the said disclosure, with the above-defined statements; or

c) are the property of Third Parties not bound by this Agreement, said ownership being notified to the Receiving Party by the Disclosing Party.

Disclosing Party:

Means the Party disclosing the Confidential Information.

Documentation

Means any documentation concerning the SKYREAL Software necessary to the Licensee as user of the software.

Effective Date

Means the date when this License comes into force. This date is defined in the Particular Conditions.

Employee

Means the employee of a Party.

Error

Means an anomaly or a defect of software which can be corrected thanks to a minor access to the source code of this software.

Experience(s)

Means a 3D experience generated by the Licensee under the License by using of its own 3D data concerning a particular project.

Evaluation License

Means the evaluation License for SKYREAL granted by SKR TECHNOLOGIES to the Licensee under the License conditions. The Access Rights of the Evaluation License are free of charge.

License

Means the contractual document signed for licensing of Access Rights granted by SKR TECHNOLOGIES. includes the Particular Conditions and the general Terms and Conditions Licensing

The License provisions include the Evaluation License and the purchased License.

Licensee

Means the possible beneficiary of the License.

Maintenance

Means the computer maintenance service corresponding to:

- the use of SKYREAL;
- the parameter setting and the configuration of software;
- the corrective Error of the Software and/or the minor development.

Order

Means any purchase order places by the Licensee to SKR TECHNOLOGIES linked with the SKR TECHNOLOGIES Software for Services and/or Support and/or Training and/or Maintenance.

Particular Conditions

Means the particular conditions of each License (such as: supplies, prices, delivery place, duration (eventually), etc.)

Party

Means SKR TECHNOLOGIES or the Licensee, “Parties” meaning SKR TECHNOLOGIES and the Licensee collectively.

Purchase Order

Means the order associated with the License contract for the License purchase.

Receiving Party

Means the Party to which the Confidential Information is provided.

Service

Means a service provided by SKR TECHNOLOGIES under the Support, the Maintenance and the Training.

SKYREAL Software or SKYREAL

Means any product to which the Licensee has access and concerning the software platform using the technology of the immersive Virtual Reality (VR) in order to carry out interactive experiments on a digital model in the existing last version at the signature date of the License filed at the “Agence Pour les Programmes” (APP).

Support

Means a service including:

- the integration of SKYREAL in the computer system of the Licensee,
- any assistance to the reengineering and the digitalisation of the processes linked with SKYREAL.

Terms and Conditions Licensing

This document which is a part of the License.

Third Party

Means a legal entity other than SKR TECHNOLOGIES or the Licensee.

Training

Means the training provided by SKR TECHNOLOGIES to the Licensee on its request.

ARTICLE 2 - SCOPE

The scope of these terms and conditions is to define the conditions applicable to any License granted by SKR TECHNOLOGIES to the Licensee.

ARTICLE 3 - SUPPLIES

The supplies are defined in the Particular Conditions. The source code shall not be provided.

ARTICLE 4 - ACCESS RIGHTS

4.1 General provisions

After signature of the License, the Access Rights related to SKYREAL Software granted to the Licensee shall be:

- non-exclusive;
- non-transferable;
- worldwide;
- with no sub-licensing right (even for a Licensee's Affiliate);
- granted for the period defined in the Particular Conditions;
- only granted for a single site unless otherwise noted in the Particular Conditions;
- only granted for a single user license unless otherwise noted in the Particular Conditions.

4.2 Granted Access Rights

- a) SKR TECHNOLOGIES shall grant a License for SKYREAL Software to the Licensee with the following rights:
 - to use SKYREAL Software limited strictly to its internal needs (the use by the Licensee for the benefit of its customers is excluded). In case of an Evaluation License, the right of use is limited to the evaluation of the software;
 - to copy limited strictly to carry out a backup copy;
 - to translate;
 - to interface.
- b) The Licensee shall not be authorized:
 - to exploit SKYREAL (including the right of commercialization, the right to distribute and to make distribute by a Third Party);
 - to copy except to carry out a backup copy;
 - to reproduce;

- to grant sub-licenses (including to the profit of an Affiliate and/or a subcontractor of the Licensee);
- to assign the Evaluation License to a Third Party including a Licensee's Affiliate;
- to adapt SKYREAL (including to another platform)
- to modify;
- to correct the Errors;
- to carry out the Maintenance.

ARTICLE 5 - PRICES

5.1 The prices corresponding to the supplies and the corresponding payment terms are defined in the Particular Conditions.

The Prices are firm. If necessary, the prices shall be increased by Value Added Tax ("VAT") at the rate applicable at the time of the chargeable event.

5.2 The payment shall be made by bank transfer to SKR TECHNOLOGIES's account mentioned on the invoice, and as per the schedule provided in the Particular Conditions.

The Licensee shall pay SKR TECHNOLOGIES thirty (30) days month-end on the tenth (10) of the following month, after the Licensee has received the invoice.

5.3 In the event of delay in payment of the invoice(s), SKR TECHNOLOGIES applies a penalty for delay equal to 0.5% of the amount outstanding, per day of default.

SKR TECHNOLOGIES can also interrupt the Access Rights, if an invoice sent out pursuant to the schedule is not honoured within the deadlines.

ARTICLE 6 - CONFIDENTIALITY

6.1 From the discussions before the signature of the Licence (contract and possible corresponding Purchase Order) and for a period of five (5) years thereafter the term of the License, each Party shall treat as confidential any information received hereunder from the Disclosing Party which is designated as proprietary by the Disclosing Party by an appropriate stamp ("Proprietary" and/or "Confidential") legend or any other notice in writing, or when disclosed orally, which has been identified as confidential at the time of disclosure and has been promptly (thirty (30) calendar days at the latest) confirmed and designated in writing as "Confidential Information" by the Disclosing Party in the following manner:

- a) the Receiving Party shall not use any such Confidential Information for any purpose other than the License implementation and/or the Order implementation; and

- b) the Receiving Party shall not disclose, directly or indirectly any such Confidential Information to any third Party in any way whatsoever; and
- c) such Confidential Information shall neither be copied, nor otherwise reproduced nor duplicated in whole or in part where such copying, reproduction or duplication have not been specifically authorized in writing by the Disclosing Party for any other purpose than to transmit it to the members of its company team having a need to know for the performance of the License; and
- d) such Confidential Information and any associated copies shall be returned to the Disclosing Party or destroyed immediately upon request; independently from this request, each Party and Purchase Order and/or Orders which are still in its possession at upon the term or termination of the possible Licence and/or Order under which the Confidential Information has been disclosed, and
- e) the Receiving Party shall promptly cease to use the Confidential Information upon the written request of the Disclosing Party.

6.2 The hereabove confidentiality obligations do not apply to Confidential Information that the Receiving Party can prove that:

- a) the disclosure or use was previously authorised in writing by the disclosing Party, or
- b) it was in the public domain, at the time of the disclosure, or subsequently made available to the general public without any fault and/or violation of this Licence and/or Order by the Receiving Party; or
- c) it was already known to the Receiving Party, as evidenced by written documentation in the files of the Receiving Party; or
- d) it was lawfully received from a third party without restrictions or breach of this Agreement and/or an Order; or
- e) it was disclosed by reason of a governmental or judicial order or applicable law. In such a case, the Party having received such an order or being subject to such applicable law shall inform the Disclosing Party of its obligation to disclose Confidential Information if possible prior to such disclosure. If the Disclosing Party wishes to counter such order or applicable law, the Receiving Party shall assist it in doing so; or

- f) it was disclosed to any third party without any restriction of further retransfer or any obligations of confidentiality, with the prior written consent of the Disclosing Party; or
- g) it was published without violation of the provisions of the Licence and/or Order; or
- h) it was independently developed in good faith by Employees of the Receiving Party who did not have access to the Confidential Information; or
- i) it was not properly designated or confirmed as confidential.

6.3 The Parties shall impose the same obligations of confidentiality on their concerned Employees, as far as legally possible.

ARTICLE 7 - INTELLECTUAL PROPERTY RIGHTS

The License does not transfer to the Parties any other right that those expressly foreseen for the requirements related to the execution of the License.

ARTICLE 8 - SERVICES, MAINTENANCE, SUPPORT AND TRAINING

In case where the Licensee would wish after the License signature, Services and/or Maintenance and/or support and/or training not included in this License, it shall be able to get them in the frame of Orders placed to SKR TECHNOLOGIES on the basis of conditions to be agreed between the SKR TECHNOLOGIES and the Licensee, subject to the acceptance and the availability of SKR TECHNOLOGIES

ARTICLE 9 - LIABILITY- GUARANTEES

9.1 Liability between the Parties

For the performance of the Licence:

- 9.1.1 Each Party undertakes to perform its obligations under the License at its own risk and under its own sole liability and shall support all consequences in compliance with the provisions set forth herein.
- 9.1.2 For the performance of the License, no Party shall be responsible to the other Party for any indirect, consequential or incidental loss or damages such as but not limited to loss of profit, loss of revenue, or loss of contracts. This provision shall not apply when the losses, damages, costs (including legal costs) and expenses are caused by the gross negligence or wilful misconduct of a Party.

- 9.1.3 Any Party shall indemnify and hold harmless any other Party from any cost arising from bodily injury or death caused to its Employees, employed directly or not, which may occur in the course of the performance of this Agreement and/or an Order. This provision shall not apply if the injury or death has been caused by the gross negligence or wilful misconduct of a Party or its Employees.
- 9.1.4 With respect to information or materials, including, no warranty condition or representation of any kind is made, given or to be implied as to the sufficiency, accuracy or fitness for purpose of such information or materials. The receiving Party shall therefore in any event, be entirely responsible for any use whatsoever of such information and materials.
- 9.1.5 SKR TECHNOLOGIES does not guarantee that SKYREAL Software is relevant to the Licensee's needs.

9.2 Warranties against infringement

Under the License, each Party undertakes not to use knowingly any proprietary rights of a Third Party for which such Party has not acquired the corresponding right of use and/or licenses.

In the event that a Party becomes aware of any potential infringement or infringement claim on an item delivered or used pursuant to the License, this Party shall promptly notify the other Party of such potential infringement or claim at which time the Parties shall mutually agree on an appropriate action thereto in order to resolve said infringement issue, within thirty (30) days from the notification from a Party to the other Party, whichever is later.

ARTICLE 10 - LICENSE DURATION

- 10.1** Save where the Particular Conditions provides otherwise, the License is granted for a period of one (1) year automatically renewable from year to year thereafter, not exceeding a total term of ten (10) years.
- 10.2** At the end for any reason of the possible Licence:
- a) The Access Rights shall immediately cease.
 - b) Any and all Confidential Information shall be returned to the Disclosing Party or deleted within thirty (30) calendar days of the end of this Agreement.
- 10.3** The possible License may be terminated without any liability of any Party (Parties) towards any other Party upon the occurrence of the following events:
- common cancellation by both Parties. In such cases, the Agreement shall be terminated in full right; or

- persisting case of Force Majeure as per article 12.

ARTICLE 11 - TERMINATION OF THE LICENSE - DEFAULTS AND REMEDIES

In the event of a breach by the Licensee or SKR TECHNOLOGIES ("the Defaulting Party") of its obligations under the possible Licensee which is irremediable or which is not remedied within sixty (60) calendar days of a written notice issued from the non-Defaulting Party, requiring that such breach should be remedied, the non-Defaulting Party may decide to terminate the possible License further thirty (30) calendar days' delay, following another written notice.

In case where the possible License would terminate, all the goods and/or hardware and/or documentation and/or software and/or Confidential Information must be returned to the releasing Party or deleted within thirty (30) calendar days of the date of termination of this possible License.

ARTICLE 12 - FORCE MAJEURE

In the event of force majeure, that is to say an unforeseeable, unavoidable, insurmountable event, such as defined by article 1218 of the French Civil Code or the French courts, beyond the control of the Party invoking force majeure, contractual obligations will be suspended as of declaration and substantiation of force majeure by said Party.

However, epidemics and pandemics (for example COVID-19) will be considered as force majeure.

Suspended obligations will be performed again as soon as the effects of the force majeure event cease. Should force majeure continue for longer than 3 (three) months, the other Party may terminate all or part of the possible License in full right. If necessary, a balance account will then be drafted, excluding any damages for harm suffered.

Each Party will notify the other Party in writing of any force majeure as soon as possible.

Social conflicts and strikes suffered by either Party will not be considered as force majeure in the framework of possible License.

ARTICLE 13 - ASSIGNMENTS - AMENDMENTS

13.1 Save for a corporate restructuring to the profit of an Affiliate, the Licensee may not delegate, assign or otherwise transfer this License or any of the Licensee's rights or obligations hereunder, without SKR TECHNOLOGIES's prior written consent.

Any rights or obligations of the Parties arising from this License may not be assigned or transferred in whole or in part to any Third Party without the SKR TECHNOLOGIES's prior written approval.

13.2 All and any amendments or modifications to the Licence shall require documents duly signed by SKR TECHNOLOGIES and the Licensee.

ARTICLE 14 - APPLICABLE LAW

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

ARTICLE 15 - DISPUTES

The Parties agree to settle amicably any dispute in any way arising out of or in connection with the License. Any dispute, controversy or difference which cannot be settled amicably within two (2) months from written notice of the dispute or controversy or difference shall be settled in the Courts of Paris.

ARTICLE 16 - EXPORT CONTROL

SKR TECHNOLOGIES declares that on the Effective date, information, Access Rights, products to be exchanged, granted or delivered under the Licence are not subject to export laws and regulations (hereafter referred to as “Export Regulations”), including national, European or U.S. export laws and regulations. In case where Export Regulations would become applicable to them, it would inform the Licensee about this involvement.

ARTICLE 17 - ENTIRE AGREEMENT

Upon its Effective Date, the License shall supersede and replace all documents or offers or agreements or commitments, whether written or verbal, in respect of the License thereof.

ARTICLE 19 - INFORMATION ABOUT SKR TECHNOLOGIES

Corporate name	SKR TECHNOLOGIES	
Legal form (under the law of)	Société par Actions Simplifiée " (SAS) organized and existing under the law of France	
Registration number	registered with the French RCS (Registre du Commerce et des Sociétés) under the number 833 742 919 RCS Paris	
HQ Office address	53 rue Condorcet 75009 Paris, France,	
Intra-community VAT number	FR 58833742919	
SKR TECHNOLOGIES's recipient		
	Name	
	Title	
	email	