



GEMVISION

Augmented Reality Platform



Licensing Agreement



The undersigned:

1. **AR-Development B.V.**, a private limited company, trading under the name of Gemvision, having its registered office in Spijkenisse and principal place of business at Puntegaalstraat 85, 3024 EB Rotterdam, listed in the commercial register under number 65122011, duly represented in this matter by Mr M. Smit, hereinafter referred to as the “Supplier”;

and
2. **Customer**;

Jointly referred to as the “Parties”, and individually as a “Party”.

Whereas:

- The Supplier is active in the fields of developing, producing and licensing software named Gemvision, of providing augmented-reality solutions and of supplying the associated hardware and services, such as configuration, support and maintenance;
- The Customer wishes to be granted access to the Gemvision platform, the associated hardware and the accompanying services;
- The Supplier has been informed of the Customer’s requirements and wishes and has made the Customer an offer to purchase Gemvision, as well as the associated hardware and the accompanying services;

Have agreed as follows:

Article 1 – Definitions

1. As used in this Licensing Agreement, the following capitalised terms shall have the meanings ascribed to them in this Article.
 - **Agreement:** the Agreement, which constitutes the main agreement between the Parties and of which this Licensing Agreement, forms an inextricable part;
 - **Computer Configuration:** the hardware and the associated operating system on which the Software will be installed;
 - **Documentation:** a specification of the Software and the services associated with it, can be found in the **Product and Pricing list**;
 - **Interoperability:** the Software’s ability to exchange information with other components of a computer system and/or computer software, and to communicate by means of this information;
 - **Licensing Fee:** the fee to be paid by the Licensee to the Supplier for the licence and maintenance of the Software;
 - **Maintenance:** the maintenance of the Software, the rectification of Shortcomings, the provision of helpdesk services and the provision of Software updates, collectively known as “Technical Maintenance”;
 - **Shortcoming:** a demonstrable and reproducible error in the Software which results in the Software’s functionality being markedly different from the way in which it is described in the Documentation;
 - **Software:** the Gemvision Platform, as described and outlined in Appendix 1 to the Main Agreement;

Article 2 – Object of this Agreement

1. The Supplier has granted the Licensee a licence to use the Software, which licence has been accepted by the Licensee. This licence is untransferable, except in the event that the Supplier has authorised a transfer in



writing, subject to the conditions prescribed by the Supplier. The Licensee shall only be entitled to use the Software in the Computer Configuration assigned by the Supplier and on the smart devices (e.g. smart glasses) with which the Supplier shall furnish the Licensee under the terms of the Agreement.

2. The Supplier shall furnish the Licensee with the Software (in working order) on the Computer Configuration and on the augmented-reality glasses within 30 days of the receipt of the payments referred to in Article 4 (Licensing Fee and Other Provisions). All the delivery dates listed in this Agreement are indicative; they do not constitute hard deadlines.
3. By signing this Licensing Agreement, the Parties agree to any and all conditions laid down in the Agreement, which means that all the definitions, arrangements and mutual obligations laid down in the Agreement and all other provisions outlining rights and mutual obligations shall apply to this Licensing Agreement, unless this Licensing Agreement is explicitly at odds with them.

Article 3 – Term of the Agreement

1. The term of the Licensing Agreement shall be identical to the term of the Agreement between the Parties, and shall commence and end at the same time as the term of the Agreement.
2. If a Party wishes to terminate or cancel the Licensing Agreement or to invoke force majeure, it shall notify the other Party and settle the case in accordance with the Agreement.
3. If, at the time of the termination of the Licensing Agreement, the Supplier has already begun performing work related to the performance of the Licensing Agreement, said work and the associated payment obligation(s) on the Licensee's part shall not be cancelled, and the Licensee shall continue to be required to pay the Licensing Fee. Any sums which the Supplier has already invoiced and/or which the Supplier is already entitled to invoice shall remain payable in full (with due regard for the provisions of the preceding sentence) and shall become immediately due and payable as soon as the Licensing Agreement is terminated.
4. In the event that this Licensing Agreement is terminated for whatever reason, the Licensee shall be required to cease using the Software at once and to return the Software and any copies of it which may have been made (plus all the access codes associated with them) to the Supplier without delay.
5. In the event that the Licensing Agreement is terminated other than in accordance with Article 3.4 when the Licensee's conduct warrants it, or in accordance with Article 3.2, the Supplier shall discuss with the Licensee the possible purchase of the Software at a price to be set at that time, subject to conditions to be established at that time.

Article 4 – Fee and Payment

1. The Licensing Fee, its payment and other financial conditions for the use of the Software shall be subject to Article 4 of the Agreement.
2. The Licensing Fee owed to the Supplier shall be charged in advance and on a monthly basis, and shall always cover an entire month, starting from the month in which the Licensee first starts using the Software.
3. The Supplier shall always be entitled to require the Licensee to provide collateral for its financial obligations under the Licensing Agreement.



Article 5 – Terms of Use

1. During the term of the Licensing Agreement, the Licensee shall be allowed to load, display, implement or save the Software, to the extent that such is necessary for the intended use of the Software.
2. The Licensee shall only be allowed to use the Software for itself or for its customers/clients in the performance of the Licensee's company's regular duties.
3. The right of use granted in Article 2.1 comes with certain restrictions, which include but are not limited to the following:
 - a. The Licensee is not allowed to license the Software to third parties, unless prior written permission has been obtained from the Supplier, which permission may be subject to certain additional conditions, but shall not be withheld on unreasonable grounds;
 - b. The Licensee is not allowed to use the Software in a network environment in a manner differing from the manner indicated by the Supplier;
 - c. The Licensee is not allowed to alter or modify the Software;
 - d. The Licensee is not allowed to reproduce or disseminate the Documentation;
 - e. The Licensee is not allowed to reconstruct the source code of the Software through reverse engineering. In the event that the Licensee requires certain information to ensure Interoperability between the Software and its own or a third party's computer software, the Licensee shall submit a written request for the requisite information to the Supplier, stating the reason for the request. The Supplier shall then inform the Licensee within a reasonable time frame of whether the Licensee will be granted the requested information, and if so, on what conditions said information will be provided;
 - f. The Licensee is not allowed to remove any indicators regarding copyrights, trademarks, trade names or other (intellectual) property rights from the Software and/or Documentation;
4. The Supplier is entitled to check whether the Licensee uses the Software in a way that complies with the provisions of this Licensing Agreement and of the Agreement. The Licensee commits to cooperating with such a check and to granting the Supplier access to those sites where the Software is being used.
5. If the Supplier chooses to perform such a check, the Supplier shall bear both its own costs and the costs incurred by the Licensee with regard to the check. If the check performed by the Supplier shows that the manner in which the Licensee uses the Software contravenes the provisions of this Licensing Agreement and/or the Agreement, all costs incurred in the performance of the check shall be borne by the Licensee.

Article 6 – Warranty

1. The Supplier warrants that the Software shall perform as outlined in the Documentation for the first three months after it has been made available within the meaning of Article 2.2.
2. The warranty within the meaning of Article 6.1 shall expire if and insofar as the Supplier can demonstrate that the Shortcomings concerned were caused by an attempt by or on behalf of the Licensee to rectify a Shortcoming, or by maintenance or modifications performed by or on behalf of the Licensee, rather than by the Supplier.



Article 7 – Transfer

1. The Licensee is not allowed to transfer the rights outlined in this Licensing Agreement and/or any copies of the Software and/or Documentation to a third party without the Supplier's prior written permission. Such permission may be subject to additional conditions, but shall not be withheld on unreasonable grounds.

Article 8 – Intellectual Property Rights

1. The intellectual property rights relating to the Software and the Documentation are vested in the Supplier. The Software and the Documentation shall remain the property of the Supplier.
2. The Supplier indemnifies the Licensee against any court proceedings which may be brought against it by a third party and which are based on the claim that the use of the Software and/or Documentation infringes the third party's intellectual property rights, on the condition that:
 - a. The Licensee notifies the Supplier in writing of any such claims at once, and
 - b. The claims brought by third parties:
 - i. are not related to modifications to the Software made by or on behalf of the Licensee, and/or
 - ii. are not related to the fact that the Software and/or Documentation were used in a way that otherwise contravenes the provisions of this Licensing Agreement.
3. The indemnification referred to in Article 8.2 shall only apply if the Licensee leaves the handling of the case, including the settlement negotiations, completely to the Supplier and honours all of the Supplier's requests for cooperation.
4. The Licensee declares that if a claim within the meaning of Article 8.2 is brought before a court, it shall agree to the Supplier doing the following, at its own discretion:
 - a. Modifying the Software and/or the Documentation (or having them modified) in such a way as to ensure that they no longer infringe anyone's rights;
 - b. Replacing the Software and/or Documentation by a functionally equivalent product;
 - c. Retrieving the Software and/or Documentation from the Licensee and paying the Licensee compensation to the amount of the purchase price after amortisation, based on amortisation of the full Licensing Fee for use (i.e., the licence) over a five-year period, in five equal instalments;

Article 9 – Confidentiality

1. The Licensee shall do its utmost to prevent the Software, aspects thereof or information with regard to the Software from coming to the attention or falling into the hands of third parties in any way not necessary for the use of the Software in the manner specified in Article 5.1. However, the Licensee shall not be required to do so if the Licensee is able to demonstrate that the certain information is already public knowledge, other than caused by a violation of this duty of confidentiality.

Article 10 – Other Provisions

1. Articles 8 (Intellectual Property) and 9 (Confidentiality) shall continue to apply, where relevant, after the termination or cancellation of this Licensing Agreement.
2. If any provisions of the Agreement should be at odds with the Licensing Agreement, the provisions of the latter shall take precedence.
3. If any of the provisions of this Licensing Agreement should prove to be invalid, unenforceable or in contravention of the law, the validity of the remaining provisions shall remain unaffected. In such cases, the Parties shall consult each other to discuss the wording of a new provision, which shall replace the invalid or unenforceable provision, and which shall follow the spirit of the invalid or unenforceable provision to the maximum extent possible.
4. If the Parties are required to notify each other of any matter under the Licensing Agreement, they shall do so in writing, in accordance with the provisions of the Agreement.
5. Any verbal undertakings and agreements shall not be valid unless confirmed by the Supplier in writing.
6. If the Supplier chooses not to exercise a particular right or decides not to exercise a particular legal remedy, this shall not be construed to mean a waiver of this right or legal remedy.



7. The Licensee is responsible for the choice of the Software, the manner in which the Software is used and the results obtained by means of the Software, even when the Software is used in combination with other products, such as the configuration of the Licensee's own hardware and software.
8. If the Licensee's company is transferred to a third party, not being a company affiliated with the company as part of a group of companies, the Supplier shall require this party to abide by the terms of this Licensing Agreement or to allow the Licensee to use the Software independently, either alone or with another party of its choice. In the event that the Supplier goes into receivership, the Supplier shall ask the trustee in bankruptcy to allow the Licensee to purchase the Software, should the Licensee request permission to do so.

Article 11 – Final Provision

1. The preamble and the Appendices that are part of the Agreement form an integral part of this Licensing Agreement.