EVALUATION LICENSE AGREEMENT

- STACKFORCE GMBH –

FOR EVALUATION AND DEMONSTRATION PURPOSES ONLY

1 PREAMBLE

This Evaluation License Agreement ("**AGREEMENT**") is an agreement between

STACKFORCE GmbH, Biengener Str. 3, 79427 Eschbach, Germany, Register court: Freiburg im Breisgau, Register number: HRB 711613 („**STACKFORCE**")

and

the individual, company or organization included on the signature page below ("**RECIPIENT**")

and is effective to the date RECIPIENT has signed this AGREEMENT ("**EFFECTIVE DATE**").

STACKFORCE and RECIPIENT may be referred to herein individually as a "**PARTY**" and collectively as "**PARTIES**".

STACKFORCE agrees to license an evaluation version of its product as specified in Chapter 3, including related documentation and information (hereinafter "**EVALUATION OBJECT**") to the RECIPIENT. This license is granted on the condition that the RECIPIENT accepts all terms and conditions of this AGREEMENT by signing it. Upon receiving this signed and completed AGREEMENT from the RECIPIENT, STACKFORCE will provide the EVALUATION OBJECT to the RECIPIENT free of charge.

2 GRANT OF LICENSE

2.1 STACKFORCE grants to RECIPIENT, RECIPIENT's AFFILIATES (defined below) and RECIPIENT's DEVELOPMENT SERVICE PROVIDERS (defined below) a limited, non-exclusive, non-transferable, non-sublicensable license, to use the EVALUATION OBJECT, provided that

2.2 such use is solely for (a) demonstrating, testing and evaluating the use of the EVALUATION OBJECT itself, and / or for (b) demonstrating, testing and evaluating the use of the EVALUATION OBJECT in RECIPIENT's application(s) or product(s), and / or for (c) demonstrating the use of the EVALUATION OBJECT in RECIPIENT's application(s) or product(s) to customers of RECIPIENT, and

2.3 AFFILIATES means any company existing now or in the future that directly or indirectly is "controlled by" or is under the same "control" as RECIPIENT, whereas "control" means direct or indirect ownership through one or more intermediaries of more

than fifty percent (50%) of such company's voting capital or other voting right. RECIPIENT'S AFFILIATES are to be listed in Annex A.

2.4 RECIPIENT'S DEVELOPMENT SERVICE PROVIDERS means any company now or in future that is assigned by RECIPIENT with supplying development services regarding the EVALUATION OBJECT in RECIPIENT's application(s) or product(s). RECIPIENT'S DEVELOPMENT SERVICE PROVIDERS, if any, are to be listed in Annex B.

2.5 Such use and demonstration of the EVALUATION OBJECT are stipulated under the following provisions:

a) RECIPIENT may demonstrate and provide such application(s), product(s), prototype(s) or demonstration unit(s), solely to prospective and actual customers of RECIPIENT, collectively called the RECIPIENT'S CUSTOMERS, including by leaving such demonstration unit(s) with RECIPIENT'S CUSTOMERS, provided that such application(s), product(s), prototype(s) or demonstration unit(s) are used solely for demonstration, test, evaluation, and proof-of-concept purposes and not for productive, commercial or operational use.
b) The EVALUATION OBJECT may be incorporated by RECIPIENT solely in embedded object code form and solely as an inseparable part of RECIPIENT'S application(s), product(s), prototype(s) or demonstration unit(s). For this, RECIPIENT may create up to one hundred (100) software copies of the EVALUATION OBJECT.
c) Any access by RECIPIENT'S CUSTOMERS is permitted solely as part of RECIPIENT'S demonstration unit and does not constitute a sublicense or transfer of the Evaluation Object.
d) RECIPIENT and RECIPIENT'S CUSTOMERS receive no right to copy, modify, extract, reverse engineer, decompile, disassemble, sublicense, distribute, sell, lease, transfer or otherwise exploit the EVALUATION OBJECT, and the EVALUATION OBJECT must not be provided separately from such application(s), product(s), prototype(s) or demonstration unit(s).
e) The EVALUATION OBJECT may be used at RECIPIENT'S premises, AFFILIATES' premises, or DEVELOPMENT SERVICE PROVIDERS' premises. RECIPIENT'S employees, AFFILIATES' employees, and DEVELOPMENT SERVICE PROVIDERS' employees may also use the EVALUATION OBJECT at their residences (e.g. working from home) and on customer premises for demonstration purposes only.
f) RECIPIENT shall ensure, through appropriate written terms with the prospective customer, that the restrictions set out in this AGREEMENT with respect to the EVALUATION OBJECT are adequately imposed on such RECIPIENT'S CUSTOMER. RECIPIENT shall remain fully responsible and liable to STACKFORCE for any act or omission of RECIPIENT'S CUSTOMERS in relation to the EVALUATION OBJECT that would constitute a breach of this AGREEMENT if committed by RECIPIENT.
g) Any reciprocal permission to use RECIPIENT'S or STACKFORCE's trademarks, names, logos and images in any format shall be subject to the terms and conditions stipulated in a separate agreement.

h) RECIPIENT may provide reasonable feedback to STACKFORCE, including but not limited to analysis results and bug reports, with respect to the EVALUATION OBJECT testing and evaluation (hereinafter the "TECHNICAL FEEDBACK"). If one PARTY wants to publish any feedback or press releases concerning the cooperation of RECIPIENT and STACKFORCE consistent with the rights and obligations within this AGREEMENT, the other PARTY will provide reasonable assistance. Any wording of such feedback or press releases shall be approved in writing by both PARTIES before any publication. For the avoidance of doubt, this Article shall not affect any application and / or registration of intellectual property rights by both PARTIES.

(hereinafter collectively the "**PURPOSE**")

2.6 If the EVALUATION OBJECT is a device combining software and hardware, RECIPIENT shall not separate the software incorporated in the EVALUATION OBJECT from the hardware nor transfer the software in any manner to another hardware component, including but not limited to CPUs and / or other mobile hardware devices, if not otherwise agreed with STACKFORCE.

2.7 RECIPIENT must acquire the final commercial release version of the EVALUATION OBJECT in order to develop and distribute RECIPIENT's application(s) or product(s), which operate with the final commercial release of the EVALUATION OBJECT. Development and distribution of such application(s) or product(s) shall be governed by a license agreement necessary for the exploitation of such application(s) or product(s). RECIPIENT acknowledges that STACKFORCE will not be obligated to make the EVALUATION OBJECT available as a final commercial product, therefore shall not be obliged to align with any product labelling requirements.

2.8 All other rights are reserved to STACKFORCE. Unless otherwise provided in a separate agreement or amendment to this AGREEMENT or as expressly permitted under item 2.5, RECIPIENT shall not distribute, rent, lease, sublicense, sell, assign or otherwise transfer the EVALUATION OBJECT respectively parts of the EVALUATION OBJECT, including any accompanying printed materials and / or any copies thereof. STACKFORCE and its suppliers shall retain title and all ownership rights to the EVALUATION OBJECT.

2.9 This AGREEMENT does not include a license to use any third-party programs or platforms. If the EVALUATION OBJECT contains software designed to run on a third-party program or platform (e.g. Android, iOS etc.), RECIPIENT understands that it may be necessary to execute a separate license agreement with the IP rights holder of such third-party program or platform (e.g. Google Inc., Apple Inc. etc.) in order to obtain all rights necessary to develop and exploit RECIPIENT's application(s) or product(s). RECIPIENT will contact such IP rights holder and negotiate in good faith the adequate agreement, if any.

2.10 For the case that STACKFORCE delivers to RECIPIENT the EVALUATION OBJECT together with some Open Source software, the following shall apply: The Open Source software components are not subject matter of this AGREEMENT or an Amendment thereto. Each Open Source software component is copyrighted by a third party / third parties, namely the copyright holder/s indicated in the copyright notices in the corresponding source files or

other materials accompanying the respective Open Source software. Each Open Source software component is licensable under its own applicable license terms and conditions. RECIPIENT has to review the licenses under which the respective Open Source software is licensed, in order to understand its rights and obligations under them. In no event will RECIPIENT obtain a license from STACKFORCE to use, distribute or supply the Open Source software. STACKFORCE assumes no warranty and is not liable that the distribution and supply of a final commercial release of the EVALUATION OBJECT together with one or more of the Open Source software components by RECIPIENT based on a royalty-bearing license agreement between RECIPIENT and STACKFORCE will be permitted by the respective Open Source software licenses. This liability exclusion does not apply in case of willful intent or gross negligence by STACKFORCE. RECIPIENT warrants, represents and covenants not to use any software and / or hardware or any part thereof … in a manner that would require STACKFORCE's proprietary software to be disclosed, licensed, distributed or made available under the terms of any open source or similar license. The information about included Open Source software and / or the material will be provided via the respective documentation of the EVALUATION OBJECT.

2.11 RECIPIENT shall not reverse engineer, decompile or disassemble the EVALUATION OBJECT, except to the extent that this restriction is expressly prohibited by applicable law.

2.12 RECIPIENT may review and comment on all documentation supplied, in which case all submitted reviews and comments shall qualify as TECHNICAL FEEDBACK. All other rights are reserved to STACKFORCE.

2.13 Unless otherwise provided in a separate agreement or amendment to this AGREEMENT, or as expressly permitted under Item 2.5, RECIPIENT may disclose the EVALUATION OBJECT only to RECIPIENT'S employees, RECIPIENT'S AFFILIATES employees and RECIPIENT'S DEVELOPMENT SERVICE PROVIDERS' employees who have a need to know in order to accomplish the PURPOSES identified in Item 2.1, and such employees' use of the EVALUATION OBJECT shall take place solely according to Item 2.1.1. RECIPIENT will have executed appropriate written agreements with its employees, AFFILIATES and DEVELOPMENT SERVICE PROVIDERS, sufficient to enable it to comply with the terms of this AGREEMENT.

3 DESCRIPTION OF EVALUATION OBJECT

The EVALUATION OBJECT is the STACKFORCE mioty software library, consisting of:

- The mioty protocol stack for end devices, in either its unidirectional or bidirectional variant, as selected by the RECIPIENT;
- The platform-specific driver for the hardware platform selected by the RECIPIENT;
- And the related documentation provided by STACKFORCE.

Please note the EVALUATION OBJECT does not include any hardware.

4 TERM OF AGREEMENT

The term of this AGREEMENT shall commence on the EFFECTIVE DATE and shall continue until terminated upon the earlier of

4.1 STACKFORCE'S written notice to RECIPIENT of material breach of the terms of this AGREEMENT by RECIPIENT that has not been cured, or a plan put in place to cure the breach, 30 days after notice to RECIPIENT by STACKFORCE, or

4.2 one-hundred-eighty (180) days after the EFFECTIVE DATE (hereinafter the "**EVALUATION PERIOD**").

Upon termination or expiration of this AGREEMENT, RECIPIENT shall promptly cease use of the EVALUATION OBJECT and, upon STACKFORCE's request, either return the EVALUATION OBJECT to STACKFORCE or certify destruction of the EVALUATION OBJECT provided by STACKFORCE.

5 EVALUATION CONDITIONS

5.1 If applicable, STACKFORCE shall bear all transportation expenses relating to the delivery of hardware for the EVALUATION OBJECT to RECIPIENT'S premises and RECIPIENT will pay any return transportation expenses.

5.2 STACKFORCE agrees to send the software relating to the delivery of EVALUATION OBJECT at its own expense and risk to RECIPIENT. RECIPIENT shall promptly confirm the receipt of the software in good order and condition by email to their STACKFORCE contact person. Any defects of the software must be notified to STACKFORCE without undue delay in writing.

5.3 RECIPIENT shall return the entire hardware by courier service to STACKFORCE and delete any software related to EVALUATION OBJECT at its own expense and risk latest after the EVALUATION PERIOD has ended. Any other change requires prior written agreement by STACKFORCE.

5.4 On return of any hardware related to EVALUATION OBJECT, RECIPIENT shall immediately provide the respective tracking number of the courier service by email to the STACKFORCE contact person. STACKFORCE shall promptly confirm the receipt of hardware in good order and condition to RECIPIENT.

5.5 If applicable, RECIPIENT hereby agrees and accepts that RECIPIENT is responsible and liable towards STACKFORCE that the EVALUATION OBJECT must be returned by RECIPIENT without showing any defects and must be returned completely as originally received with all components.

6 PRODUCT SUPPORT / MAINTENANCE

STACKFORCE may provide reasonable maintenance / support for the use of the EVALUATION OBJECT in RECIPIENT's application. However, any maintenance or updates provided by

STACKFORCE shall be covered by this AGREEMENT. In case RECIPIENT is interested in additional support, the PARTIES shall agree on any details in a separate written agreement.

7 CONFIDENTIALITY

7.1 The EVALUATION OBJECT is proprietary and is confidential information of STACKFORCE. RECIPIENT agrees not disclose or provide the EVALUATION OBJECT (including but not limited to software features), TECHNICAL FEEDBACK about it (including but not limited to results of testing and evaluation) and any additional information given by STACKFORCE, which at the time of its disclosure is identified as being confidential, to any third party, unless otherwise agreed within this AGREEMENT, or as expressly permitted under Item 2.5, or to use the EVALUATION OBJECT for any purpose other than the PURPOSE provided in this AGREEMENT under Item 2.1. However, RECIPIENT may disclose confidential information in accordance with judicial or other governmental order, provided that RECIPIENT shall give STACKFORCE reasonable written notice prior to such disclosure and shall comply with any applicable protective order or equivalent. Further, RECIPIENT shall not be obligated to maintain the confidentiality of information which RECIPIENT can prove

7.2 is already known to the RECIPIENT without an obligation to maintain the same as confidential; and / or

7.3 becomes publicly known through no wrongful act of the RECIPIENT; and / or

a) is rightfully received from a third party without breach of an obligation of confidentiality owed to STACKFORCE; and/or

7.4 is independently developed by RECIPIENT or its employee(s), evidenced by written records.

7.5 RECIPIENT undertakes to treat as confidential all and any Confidential Information and agrees not to disclose the same to any third party. Both PARTIES undertake to treat the contents of this AGREEMENT as confidential. This provision shall survive termination or expiration of this AGREEMENT with respect to any information that has not been made public by STACKFORCE as of the commercial release of the material.

8 DISCLAIMER OF WARRANTY AND LIABILITY

8.1 The EVALUATION OBJECT constitutes demonstration level. It is delivered “AS IS” and may be changed by STACKFORCE at any time.

8.2 STACKFORCE may, at its sole discretion and without any obligation, provide updates, patches, workarounds, corrections or other support measures in relation to the Evaluation Object. Any such measure shall constitute a voluntary service only and shall not create, extend or imply any warranty, maintenance, support or service obligation of STACKFORCE. If STACKFORCE determines that a defect, malfunction or other issue cannot or will not be remedied, STACKFORCE may require Recipient to cease using the affected

Evaluation Object, return or destroy it in accordance with this Agreement, or accept a modified version made available by STACKFORCE. Further rights of warranty are excluded.

8.3 Any warranty is explicitly excluded. In case it cannot be excluded, warranty is precautionary limited to one (1) year from the date of delivery of the EVALUATION OBJECT. This also applies to warranty claims that are not subject to the statutory warranty periods.

8.4 Except in cases of wilful intent and gross negligence, STACKFORCE shall not be liable for any errors or claims related to Open Source software or its suitability for a particular purpose, even if such software is included within the EVALUATION OBJECT.

8.5 To the maximum extent permitted under applicable German law, STACKFORCE and its legal representatives, employees and vicarious agents shall not be liable for any damages, losses, expenses or other claims arising out of or in connection with the provision, possession, use, inability to use, evaluation, testing or demonstration of the Evaluation Object, irrespective of the legal basis of such claim, including contractual liability, tort liability, pre-contractual liability or any other statutory liability.

8.6 The foregoing exclusion of liability shall not apply to liability for damages caused by wilful intent or gross negligence, to liability for injury to life, body or health, to liability under the German Product Liability Act (Produkthaftungsgesetz), to liability for fraudulently concealed defects, or to any other liability which cannot be excluded or limited under mandatory applicable law.

9 EXPORT CONTROL AND SANCTIONS COMPLIANCE

9.1 RECIPIENT shall comply with all applicable export control, sanctions, embargo and foreign trade laws and regulations, including, without limitation, those of the European Union, the Federal Republic of Germany, the United States of America and any other jurisdiction applicable to RECIPIENT, the EVALUATION OBJECT or its use, transfer, export, re-export, disclosure or provision.

9.2 RECIPIENT shall not, directly or indirectly, export, re-export, transfer, disclose, provide access to or otherwise make available the EVALUATION OBJECT, any related documentation, technical data, know-how or confidential information to any country, territory, person, entity or end-user where such action would be prohibited or restricted under applicable export control or sanctions laws, unless RECIPIENT has obtained all required governmental authorisations and approvals in advance.

9.3 RECIPIENT represents and warrants that neither RECIPIENT nor, to RECIPIENT'S knowledge, any RECIPIENT'S AFFILIATE, DEVELOPMENT SERVICE PROVIDER or RECIPIENT CUSTOMER receiving access to the EVALUATION OBJECT is listed on any applicable sanctions, denied-party, restricted-party or similar list, or is owned or controlled by any person or entity so listed.

9.4 RECIPIENT shall not use the EVALUATION OBJECT for any prohibited end-use, including, without limitation, any use in connection with weapons of mass destruction, nuclear, chemical

or biological weapons, missile technology, military end-uses where prohibited or restricted, or any other end-use prohibited by applicable export control or sanctions laws.

9.5 RECIPIENT shall promptly notify STACKFORCE in writing if RECIPIENT becomes aware of any actual or suspected violation of this chapter 9 STACKFORCE may suspend or terminate the provision of, or access to, the EVALUATION OBJECT without liability if STACKFORCE reasonably determines that continued performance may violate applicable export control, sanctions or foreign trade laws or regulations.

10 GOVERNING LAW; ATTORNEYS' FEES

This AGREEMENT shall be governed by the laws of Germany without giving effect to its conflicts of law provisions. If either STACKFORCE or RECIPIENT employs attorneys to enforce any rights arising out of or relating to this AGREEMENT, the prevailing PARTY shall be entitled to recover reasonable attorneys' fees.

It is understood and agreed that, notwithstanding any other provision of this AGREEMENT, a breach of the provisions of Chapter 7 by either PARTY will cause the other irreparable damage for which recovery of money damages would be inadequate, and that the damaged PARTY will therefore be entitled to seek timely injunctive relief to protect its rights under this AGREEMENT in addition to any and all remedies available at law.

11 ENTIRE AGREEMENT

This AGREEMENT constitutes the complete and exclusive agreement between STACKFORCE and RECIPIENT with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein. This AGREEMENT may not be modified except in writing duly signed by the authorized representatives of STACKFORCE and RECIPIENT.

12 SEVERABILITY

Should any part or provision of this AGREEMENT be held unenforceable or in conflict with prevailing law, the validity of the remaining parts or provisions shall not be affected by this holding. Such unenforceable part or provision shall then be replaced, upon mutual written consent between the PARTIES hereto, by other enforceable part or provision, which, in its effect, corresponds or comes closest to the effect of such unenforceable part or provision.

13 PARTIES BOUND

If a company name and its address are filled in below, the individual signing this AGREEMENT represents that he / she has authority to execute this AGREEMENT on behalf of such company.

14 ASSIGNMENT

This AGREEMENT may not be assigned by either party without the prior written consent of the other PARTY, with such consent not to be unreasonably withheld, delayed or conditioned, provided that such consent shall not be required if the proposed assignment is made pursuant to a merger, acquisition, divestiture or sale of all or substantially all of the assets of a PARTY so long as the assignee of such transaction accept all of the terms of this AGREEMENT and provides a notice of assignment to the other PARTY as soon as it is able to do so without breaching any duties of confidentiality or nondisclosure. Any proposed assignment in violation of this paragraph is null and void.

In witness whereof, RECIPIENT has caused this AGREEMENT to be executed by their duly authorized representatives.

Recipient

ANNEX A

List of RECIPIENT'S AFFILIATES included by this AGREEMENT according to Item 2.3

N°	Company name and legal type	Company address and country
1		
2		
3		
4		

ANNEX B

List of RECIPIENT'S DEVELOPMENT SERVICE PROVIDERS included by this AGREEMENT according to Item 2.4

N°	Company name and legal type	Company address and country
1		
2		
3		
4		