Owasys Proprietary SW Licence Agreement

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This Software License ("Agreement") is by and between Owasys Advanced Wireless Devices S.L. ("Owasys") and the company using or providing a service based on this SW ("Licensee")

This End-User License Agreement ("EULA") is a legal agreement between you and Owasys Advanced Wireless Devices S.L.

This EULA agreement governs your acquisition and use of Owasys Proprietary SW ("Software") directly from Owasys Advanced Wireless Devices S.L. or indirectly through an Owasys authorized reseller or distributor (a "Reseller").

Please read this EULA agreement carefully before completing the installation process and using the Software. It provides a license to use the Software and contains warranty information and liability disclaimers.

If you register for a free trial of the Software, this EULA agreement will also govern that trial.

By clicking "accept" or installing and/or using the Software, you are confirming your acceptance of the Software and agreeing to become bound by the terms of this EULA agreement.

If you are entering into this EULA agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions. If you do not have such authority or if you do not agree with the terms and conditions of this EULA agreement, do not install or use the Software, and you must not accept this EULA agreement.

This EULA agreement shall apply only to the Software supplied by Owasys herewith regardless of whether other software is referred to or described herein. The terms also apply to any Owasys updates, supplements, Internet-based services, and support services for the Software, unless other terms accompany those items on delivery. If so, those terms apply.

1. Definitions

1.1. "Device" means hardware that is manufactured by Owasys in which the Software will be embedded.

1.2. "Documentation" means the applicable user guides, training, and other documentation related to the use of and access to the Software.

1.3. "Third Party Materials" means any third party software or other materials which may be included within the Software.

2. General

The proprietary software and documentation accompanying this License whether on disk, in read only memory, on any other media or in any other form (collectively the "Software") are licensed, not sold, to you by Owasys for use only under the terms of this license and Owasys reserves all rights not expressly granted to you. Licensee owns the media on which the Owasys Proprietary Software is recorded but Owasys retains ownership of the Software itself.

3. Grant of Rights; Terms of Use

3.1. Grant of Rights.

Owasys hereby grants you a non-transferable, non-exclusive licence to use the Software only on devices manufactured by Owasys and owned by you, all in accordance with the terms and conditions of this document.

Licensee is permitted to load the Software only in Devices under licensee´s control.

You are not permitted to:
- Run any of the components of the Software in any devices from other manufacturers different from Owasys.
- Run any of the components of the Software in any devices manufactured by Owasys not under direct ownership of the Licensee.
- Except as and only to the extent expressly permitted in this License or by applicable law, you may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Software or any part thereof. Any attempt to do so is a violation of the rights of Owasys and its licensors of the Software. If you breach this restriction, you may be subject to prosecution and damages.
- Use the Software in any way which breaches any applicable local, national or international law
- Use the Software for any purpose that Owasys considers is a breach of this EULA agreement.
- Use the Software on a device controlled by any a third party except with the express, prior and written consent of the licensor.

Any transfer by Licensee of the Software or other Software made available by Owasys in source code format shall be in object code format only, even if originally provided in source code format, and will always be carried out prior express and written consent by the licensor. In such case, the sub-licensee must also sign this contract before making use of the software.
Licensee agrees to provide to Owasys copies of such agreement upon request.

3.2. Intellectual Property and Ownership.

Owasys shall at all times retain ownership of the Software as originally downloaded by you and all subsequent downloads of the Software by you. The Software and the copyright, and other intellectual property rights of whatever nature in the Software, are and shall remain the property of Owasys.

3.3. Restrictions and Obligations.

In addition to any other restrictions set forth herein, Licensee shall not:

(a) sell, rent, lease, sublicense, pledge, assign or otherwise transfer Licensee's rights, in whole or in part, to any third party, except as expressly permitted hereunder;

(b) modify, adapt, translate or create derivative works based on the Software or Documentation except as expressly permitted hereunder;

(c) remove or alter any copyright, trademark, or other proprietary notices appearing on or in any part of the Software or Documentation and Licensee agrees to reproduce all such notices on copies;

(d) use the Software to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;

(e) publish, post, upload or otherwise transmit data that contains any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another;

(f) use the Software or Documentation to create a product or service which is similar to or competitive with any offerings of Owasys; or

(g) disclose to any third party benchmark tests or other comparisons of the Software with other services or Software.

3.3.1. Additional Obligations for Source Code.

The licensee will not be able to access the source code without the prior written consent of the licensor and in any case will have access to the source code under the terms and conditions that may be required by the latter.

The licensee assumes that the source code that has been provided to him is considered very Confidential Information and will be accessible only by Licensee's employees who have a need to access the source code. Licensee warrants that:

(a) any such employee has been apprised of and acknowledges the confidential and proprietary nature of the source code;

(b) has been trained in accordance with industry standard procedures designed to preserve the confidentiality of the source code; and

(c) its employees are bound by the terms contained herein. Licensee will not allow hard copy versions of any portion of the source code to exist except within secure locations. Licensee will not allow soft copy versions of any portion of the source code to reside on computers or networks unless they are password protected with access available only to authorized employees.

If there is any unauthorized use or disclosure of the source code, Licensee shall notify Owasys immediately and fully cooperate, at Licensee's expense, in minimizing the effects of such unauthorized use or disclosure and shall be liable for damages caused by such non-compliance.

3.4. Third Party Materials.

The Software may contain Third Party Materials, including Software (along with libraries, databases, drivers and similar components) that is made available for use under a free or open source license. The Third Party Materials are published at *https://www.owasys.com/en/products/third-party-software*, and may be updated from time to time. Licensee shall not use or take action that would: (a) require the Software be disclosed or distributed in source code format; or (b) require the Software be redistributed at no charge; or (c) permits reverse engineering of the Software; or (d) require the Software to be used only for noncommercial purposes; or (e) require third party attribution; or (f) restrict any rights to assert or enforce patent rights.

3.5. Prohibited Uses.

The Software is not designed, intended, or certified for safety critical purposes. Neither it should be used for military applications, or for any use in which the failure of the Software could create a risk of personal injury or death.

3.6. Feedback.

Licensee grants to Owasys a non-exclusive, perpetual, irrevocable, world-wide, royalty-free, transferable right, with full rights to create derivative works, and otherwise use Licensee's comments, suggestions, enhancement requests, recommendations or other feedback.

3.7. Support.

The Software provided hereunder does not include support, and Owasys has no obligation to provide technical support, installation or training.

4. Confidentiality

4.1. Confidential Information.

"Confidential Information" means any information relating to the disclosing party, its business, technology, suppliers, licensors, resellers, distributors, licensees, and third parties to whom the disclosing party has an obligation of confidentiality, whether in tangible or intangible form, which is either marked or designated as "confidential" or "proprietary," or

disclosed under circumstances indicating its confidential or proprietary nature, or otherwise would be known to be confidential or proprietary by a reasonable person.

The Confidential Information of the disclosing party shall be owned exclusively by the disclosing party. Confidential Information does not include information that:

(a) was or becomes publicly known through no fault or breach hereunder;

(b) was known by the receiving party before receipt from the disclosing party or becomes known without restriction from a source that does not owe a duty of confidentiality to the disclosing party; or

(c) is independently developed by the receiving party without access to the Confidential Information.

4.2. Obligations.

The receiving party agrees:

(a) to protect the Confidential Information of the disclosing party from unauthorized dissemination and use the same degree of care it uses to protect its own sensitive information;

(b) to use the Confidential Information of the disclosing party solely for performing its obligations and exercising its rights hereunder; and

(c) not to disclose any Confidential Information of the disclosing party, except to its employees and contractors who have agreed to comply with the confidentiality obligations imposed hereunder. The receiving party may disclose Confidential Information if legally compelled to do so. If able, the receiving party shall notify the disclosing party of such compelled disclosure and cooperate with disclosing party to obtain a protective order.

Because disclosure of the Confidential Information will cause irreparable harm and injury, the party harmed may seek an immediate injunction and other equitable relief, without the necessity of posting any bond or other security.

5. Warranties; Disclaimers

Owasys makes no representations or warranties with respect to the software (including any source code provided to licensee) or documentation. All express or implied representations and warranties, including without limitation any implied warranty of merchantability, fitness for a particular purpose or noninfringement, are hereby expressly disclaimed.

licensee specifically acknowledges that it has relied on no warranties with respect to the software or documentation and that the software and documentation are provided "as is" and may have bugs, errors, defects or deficiencies. owasys does not warrant that the software will meet licensee's requirements, will be error-free or secure, or that the operation of licensee's device will be uninterrupted.

6. Indemnification

Licensee agrees to indemnify, defend and hold harmless Owasys, its shareholders,

directors, officers, employees, Softwares and affiliated companies from and against any losses, costs, or damages (including reasonable attorneys' fees) resulting from or in connection with any claims made in connection with the licensee´s use of the Software arising out of a breach of this contract.

7. Termination

This EULA agreement is effective from the date you first use the Software and shall continue until terminated. You may terminate it at any time upon written notice to Owasys.

7.1. Termination for Breach.

If either party materially breaches these terms, the non-breaching party may terminate the Agreement by providing 30 days prior written notice specifying reasonable details of the breach.
Owasys may suspend Licensee's rights to use the Software, if Licensee materially breaches any of the terms contained herein and fails to cure such breach within 30 days following written notice.

7.2. Effect of Termination.

Upon expiration or termination of the Agreement:
(a) Any rights granted by Owasys to Licensee shall terminate;
(b) Licensee shall immediately cease use of, deinstall and destroy or return all copies of the Software;
(c) If destroyed, Licensee shall certify the destruction of the Software and all copies to Owasys.
The provisions related to limitation of liability, indemnity (for licenses that are not terminated, or for Devices that have already been distributed), and others which by their nature are intended to survive shall survive.

8. Limitation of Liability

Owasys shall not be liable for any incidental, special, consequential or indirect damages of any kind (including damages for interruption of business, procurement of substitute goods, loss of profits, lost data or the like) arising from or relating to this agreement regardless of the form of action whether in contract, tort, strict liability or any other legal or equitable theory. the warranty disclaimer and limitations on liability set forth herein are fundamental elements of the basis of the bargain between owasys and licensee, and owasys would not be willing to provide the software without such limitations

In the event that this clause is declared null and void by the courts, the parties agree that

Owasys' liability under this contract shall be the minimum liability possible for the licensor of software permitted by applicable law or by the case law on the matter.

9. General

9.1. Relationship of Parties.

Both parties are, and shall remain at all times, independent contractors, and nothing herein or under the Agreement will be construed to create an agency, employment, fiduciary, representative or any other relationship between the parties.

9.2. Assignment.

Neither party shall assign, sell, transfer, delegate or otherwise dispose of, by operation of law or otherwise, any of its rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the foregoing, a party may assign the Agreement without prior written consent solely in connection with a merger, consolidation, corporate reorganization, sale of all or substantially all of its assets, sale of stock, or like event, provided that:
(a) the assigning party provides reasonable notice to the other party (and in the case of Licensee, notice prior to the assignment);
(b) the other party shall have the right to terminate the Agreement by written notice if the assignee is a competitor of the other party. Any transfer of license rights shall be subject to a separate agreement.

9.3. Compliance with Law.

Each party will comply with all applicable laws, rules and regulations. Licensee agrees to comply with the laws of any country to which either party is subject. Licensee will not export or transfer its Device, the Software Documentation, or other items provided by Owasys to any destination, person or entity restricted or prohibited by relevant laws.

9.4. No Third Party Beneficiary.

This Agreement is entered into for the sole protection and benefit of the specified parties and are not intended to convey any rights or benefits to any third party.

10. Other

Each party hereby represents and warrants that:

(a) it has the full right, power and authority to enter into the Agreement; and

(b) the performance of its obligations hereunder, do not and will not violate any agreement or obligation of such party.

This Agreement shall be governed by and construed in accordance with the laws of Spain, without regard to its conflicts of law provisions. Any dispute regarding the Agreement shall be subject to courts with jurisdiction over Bilbao city, in Bizkaia province, Spain. The parties disclaim the application of the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act. Any delay or omission of either party to exercise any right or remedy shall not operate as a waiver of any right or remedy hereunder. If any provision invalid, illegal or unenforceable, that provision shall be limited or eliminated to the extent necessary so that this Agreement will otherwise remain in full force and effect. If this document is translated into a language other than English, the parties agree that the English version shall control in the event of a conflict or ambiguity.