AISO SA - SCHEDULEJS LICENSE AGREEMENT

RECITALS

WHEREAS, Licensor has developed ScheduleJS; and

WHEREAS, Licensee wishes to use ScheduleJS.

NOW, THEREFORE, in consideration of the promises and of the obligations herein made and undertaken, the parties agree as follows:

1. **DEFINITIONS.** For the purposes of this Agreement, the definitions set forth in this section shall apply to the respective terms:

    1.1. "Agreement" means this Agreement including any exhibits attached hereto.

    1.2. "Designated User" means a single distinct employee acting within the scope of their employment with Licensee or Licensee's consultant or contractor acting within the scope of the services they provide for Licensee or on Licensee's behalf. A Designated User can be replaced with a new Designated User only after being a Designated User for a minimum of six (6) months.

    1.3. "Documentation" means the related materials customarily supplied or made available by Licensor to end users of ScheduleJS, including without limitation printed and online documentation, online help, and training materials.

    1.4. "License Key" means the serial key required to run ScheduleJS.

    1.5. "Span of Control" means that which is within a domain owned or controlled by a party.

    1.6. "Update" means a generally available release of software that introduces a limited amount of new optional features and functionality, generally designated by means of a change in the digit to the right of the decimal point (e.g. software 3.0 >> software 3.1).

    1.7. "Upgrade" means a generally available release of the software that contains functional enhancements or extensions, generally designated by means of a change in the digit to the left of the first decimal point (e.g. software 3.0 >> software 4.0).

2. **GRANT OF LICENSE TO LICENSEE.**

    2.1. License Grant. Subject to the limitation on Designated Users set forth on Schedule A hereto and the other terms and conditions set forth in this Agreement, Licensor hereby grants to Licensee, a non-exclusive, non-transferable, non-sublicensable, license for Designated Users to use ScheduleJS.

    2.2. Bundling Requirement. Licensee shall not (nor shall it allow any third party to) distribute ScheduleJS in stand-alone form. Licensee shall not provide license rights, consulting, training, or other services in connection with the standalone functionality of ScheduleJS, nor shall Licensee develop or use or authorize third parties to develop or use ScheduleJS on a standalone basis. Licensee shall be under no obligation to use or distribute ScheduleJS in any way.

    2.3. License Limitations. Copies of ScheduleJS are licensed for distribution only and not sold. Licensee may not: (a) modify ScheduleJS or permit or encourage any third party to do so, except as expressly provided herein; (b) rent, lease, or sell or otherwise provide temporary access to ScheduleJS to any third party, except as expressly provided herein; (c) use ScheduleJS in any manner to assist or take part in the development, marketing, or sale of a product potentially competitive with ScheduleJS; (d) use ScheduleJS, or allow the transfer, transmission, export, or re-export of ScheduleJS or portion thereof in violation of any export control laws or regulations administered by the U.S. Commerce Department, OFAC, or any other government agency; (e) modify, remove, or obstruct any copyright or other proprietary rights statements or notices contained within ScheduleJS; (f) distribute ScheduleJS except pursuant to an enforceable written agreement for Licensor's benefit that includes all the limitations and restrictions of this Agreement and is as protective of Licensor and ScheduleJS as is this Agreement; or (g) allow, assist or permit others to do any of the foregoing.

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3. **FEES.**

    3.1. Records. Licensor or its agents, independent accountants, may, with fifteen (15) days notice, audit Licensee's relevant books, and records and inspect Licensee's facilities to verify its compliance with the provisions of this Agreement. If an audit indicates a misuse of ScheduleJS, Licensee will promptly

reimburse Licensor for the reasonable cost of the audit and License rates usually applicable for such usage. Such rights will remain in effect through a period ending one year from the termination of this Agreement. As a condition to such audit, Licensee may require such independent accountants to execute a confidentiality agreement in form and substance reasonably satisfactory to Licensee pursuant to which such independent accountants will agree to retain in confidence all information learned by them in the course of such examination, except that any discrepancy in any information included in the Agreement, or being a relevant information under this Agreement, may be disclosed to Licensor.

3.2. <u>Taxes</u>. Licensee shall be responsible for all taxes or charges of any kind in connection with this Agreement (including but not limited to, customs duties, government permits, tariffs, excise, gross receipts, sales and use and value-added tax), except income tax or corporation tax (or similar taxes) imposed on Licensor.

4. **WARRANTY.**

4.1. <u>General Warranty</u>. Each party represents and warrants to the other party that (a) it has all necessary rights, power and authority to enter into this Agreement, and (b) it has the right to provide and license ScheduleJS under this Agreement. Licensor represents and warrants that ScheduleJS, to its knowledge, does not contain any matter that does or will infringe any copyright, trade secret, trademark, patent, or other intellectual property right of any third party.

4.2. <u>Software Warranty</u>. For a period of ninety (90) days from the Effective Date, Licensor warrants that ScheduleJS will materially conform to the Documentation with respect to matters which are within Licensor's Span of Control. In the event Licensor breaches the above warranty, Licensor shall use commercially reasonable efforts to supply a ScheduleJS release that materially conforms to the Documentation.

5. **DISCLAIMERS.**

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, EACH PARTY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, NON-INFRINGEMENT, PERFORMANCE AND THOSE ARISING BY STATUTE OR FROM CUSTOM OR USAGE OF TRADE OR COURSE OF DEALING.

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IN NO EVENT WILL LICENSOR, ITS SUBSIDIARIES, OR ITS AFFILIATES, BE LIABLE TO LICENSEE, WHETHER IN CONTRACT, BY REASON OF NEGLIGENCE OR OTHERWISE, FOR PUNITIVE, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OR COSTS (INCLUDING LEGAL FEES AND EXPENSES) OR LOSS OF GOODWILL OR PROFIT IN CONNECTION WITH THE SUPPLY, USE OR PERFORMANCE OF OR INABILITY TO USE SCHEDULEJS, OR IN CONNECTION WITH ANY CLAIM ARISING FROM THIS AGREEMENT, EVEN IF AISO SA, ITS SUBSIDIARIES, ITS AFFILIATES, OR AISO SA'S LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS,

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7. **INDEMNIFICATION.**

7.1. <u>Indemnification by Licensor</u>. Licensor shall indemnify Licensee, or at its option, defend Licensee against any third party claim, suit, or proceeding brought against Licensee based on a claim that ScheduleJS infringes upon any patent, copyright, or trade secret of any third party, and will pay any costs, damages, fines, settlement and reasonable attorney's fees (the "Liabilities") attributable to any such claim, suit, or proceeding, provided that Licensee gives Licensor prompt written notice of, reasonable assistance with respect to, and sole control of the defense and settlement of such claims; and provided further that Licensee not enter into any settlement or compromise any such claim without Licensor's prior written approval. Notwithstanding the foregoing, Licensor shall have no liability to Licensee or to any other party for Liabilities arising from or attributable to (i) any combination of ScheduleJS with any other software or equipment not provided by Licensor, including without limitation, any Modification; (ii) the modification of ScheduleJS, or any part thereof, by anyone other than Licensor; (iii) unauthorized use of ScheduleJS; (iv) use of ScheduleJS not contemplated by the Documentation; or (v) claims or potential claims of which Licensee has knowledge of prior to the Effective Date. Licensee will take reasonable actions to prevent or mitigate any actual or potential Liabilities. Should the use of ScheduleJS be enjoined, or in the event Licensor wishes to minimize its potential liability hereunder, Licensor may, at its option, either: (i) substitute a functionally equivalent non-infringing unit of ScheduleJS; (ii) modify

the infringing item so that it no longer infringes; (iii) obtain for Licensee, at Licensor's expense, the right to continue the use of such item; or (iv) in lieu of the foregoing, Licensor may take back such infringing item or items and refund to Licensee the purchase price paid therefor, less amortized depreciation on a five (5) year straight-line basis. The foregoing in this Section shall be Licensor's sole liability and Licensee's sole remedy for infringement or misappropriation of third party intellectual property or proprietary rights, which liability shall in no event exceed amounts paid hereunder.

7.2. <u>Indemnification by Licensee</u>. Licensee shall indemnify Licensor, or at its option, defend Licensor against any claim, suit, or proceeding brought against Licensor arising from Licensee's use or distribution of ScheduleJS or Modifications, apart from those matters for which Licensor has indemnified Licensee hereinabove. Licensor will assist Licensee in taking reasonable actions to prevent or mitigate actual losses and liabilities, at Licensee's expense.

8. OWNERSHIP AND ATTRIBUTION.

8.1. <u>Ownership</u>. It is expressly understood by Licensee and agreed that, as between Licensor and Licensee, Licensor is the sole and exclusive owner of all rights, title, and interest in ScheduleJS.

8.2. <u>Reservation</u>. Each party hereby reserves all rights not expressly granted under this Agreement.

8.3. <u>Attribution</u>. Subject to the restrictions on trademark usage below, Licensee may use the brand name of ScheduleJS, as may be required or permitted under the terms of this Agreement.

8.4. <u>Non-Disparagement</u>. Licensee agrees that, for one (1) year following its last use of ScheduleJS, it shall not, in any communications with the press or other media or any customer, client or supplier of company, or any of company affiliates, criticize, ridicule, or make any statement which disparages or is derogatory of Licensor, Licensor's products, Licensor's affiliates, or any of their respective directors or senior officers.

9. TRADEMARKS.

9.1. <u>Licensor Trademark License</u>. During the Term of this Agreement, Licensor hereby grants to Licensee a non-exclusive, non-transferable, limited license to use Licensor trademarks ("Licensor's Trademarks") solely as permitted for use in those activities related to the marketing and promotion. Licensee acknowledges that Licensee's use of Licensor Trademarks will not create in Licensee, nor will Licensee represent it has, any right, title, or interest in or to the Licensor Trademarks. Licensee acknowledges Licensor's (or the trademark owners') exclusive right to use Licensor Trademarks and agrees not to do anything to contest or impair such rights. Licensee also agrees that all use of Licensor Trademarks by Licensee shall inure to the benefit of Licensor. Licensor reserves the right to revoke the foregoing license at any time should Licensee fail to adhere to the requirements of this section or to Licensor's then-current trademark usage guidelines.

9.2. <u>Unauthorized Use</u>. Each party shall promptly notify the other party of any unauthorized use of such other party's Trademarks promptly as it comes to the Trademark user's attention. Each applicable Trademark owner shall have the sole right and discretion to bring infringement or unfair competition proceedings involving its respective Trademarks.

10. TERM AND TERMINATION.

10.1. <u>Term</u>. Unless otherwise terminated in accordance with the terms and conditions of this Agreement, the term of this Agreement shall commence upon the Effective Date.

10.2. <u>Termination for Cause</u>. Without prejudice to any other rights, if either party materially defaults in the performance of this Agreement, then the non-breaching party may give written notice to the defaulting party of such material default. If the noticed default is not cured within sixty (60) calendar days following receipt of default notice by the defaulting party, then the non-breaching party shall have the immediate right to terminate this Agreement. This Agreement may be terminated by a party (i) effective immediately, if the other party ceases to do business, or otherwise terminates its business operations without a successor; or (ii) effective immediately, if the other party becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition, or comparable proceeding, or if any such proceeding is filed against it and not dismissed within ninety (90) days.

10.3. <u>Termination for Assignment</u>. If an assignment is attempted without consent when consent is required, then the non-breaching party may, upon written notice to the breaching party, terminate this Agreement immediately for cause and any provision hereof with respect to cure will not apply to termination.

10.4. <u>Effect of Termination</u>. Upon termination of this Agreement, all rights granted under this Agreement immediately terminate except as follows:

a) Payment of the applicable fees described in Section 3 of this Agreement.

b) Notwithstanding anything to the contrary in the Agreement, in the event of termination due to an uncured breach by Licensor and subject to payment of the Fee, the licenses granted in Section 2

hereof shall survive, subject to all the restrictions set forth herein, any termination of this Agreement until the expiration of the period for which the Fee was paid.

    c) Any fees already paid by Licensee to Licensor are non-refundable.

10.5. <u>Survival</u>. In addition to any provisions that survive under Section 10.4 above, Sections 2.4, 2.5, 3, 5, 6, 7, 8, 10.4, 11, and 12 shall survive termination of this Agreement.

11. **CONFIDENTIALITY.**

11.1. <u>Confidential Information</u>. The term **"Confidential Information"** means any information disclosed by one party to the other pursuant to this Agreement that is in written, graphic, machine-readable, or other tangible form and is marked "Confidential", "Proprietary" or in some other manner to indicate its confidential nature, or that a reasonable person otherwise would consider confidential or proprietary in nature under the circumstances, including, without limitation, computer programs, algorithms, names and expertise of employees and consultants, know-how, formulae, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial, customer and product development plans, forecasts, strategies, and information). Confidential Information may also include oral information disclosed by one party to the other pursuant to this Agreement, provided that such information is designated as confidential at the time of disclosure and is reduced to writing by the disclosing party within a reasonable time (not to exceed 30 days) after its oral disclosure, and such writing is marked in a manner to indicate its confidential nature and delivered to the receiving party, or a reasonable person otherwise would consider such disclosure confidential or proprietary in nature under the circumstances.

11.2. <u>Confidentiality</u>. Each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except to exercise its rights and perform its obligations under this Agreement herein, and shall not disclose such Confidential Information to any third party, other than on a need-to-know basis to its agents and representatives that are bound to maintain the confidentiality thereof. Without limiting the foregoing, each of the parties shall use at least the same degree of care it uses to prevent the disclosure of its own confidential information of like importance, to prevent the disclosure of Confidential Information of the other party. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information.

11.3. <u>Exceptions</u>. Confidential Information excludes information that: (i) was in the public domain at the time it was disclosed or has become in the public domain through no fault of the receiving party; (ii) was rightfully known to the receiving party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) is disclosed with the prior written approval of the disclosing party; (iv) was independently developed by the receiving party without any use of the Confidential Information; (v) becomes known to the receiving party, without restriction, from a source other than the disclosing party, without breach of any agreement; or (vi) is disclosed generally to third parties by the disclosing party without restrictions similar to those contained in this Agreement. The receiving party may disclose the other party's Confidential Information to the extent such disclosure is required by order or requirement of a court, administrative agency, or other governmental body, but only if the receiving party provides prompt notice thereof to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.

11.4. <u>Confidentiality of Agreement</u>. The specific terms and conditions of this Agreement will be treated as Confidential Information; provided, however, that each party may disclose the terms and conditions of this Agreement: (i) as required by any court or other governmental body; (ii) as otherwise required by law; (iii) to legal counsel of the parties; (iv) in confidence, to accountants, banks, and financing sources and their advisors; (v) in connection with the enforcement of this Agreement or rights under this Agreement; or (vi) in confidence, in connection with an actual or proposed merger, acquisition, or similar transaction.

12. **MISCELLANEOUS.**

12.1. <u>Notices</u>. All notices permitted or required under this Agreement shall be in writing and shall be delivered in person, by electronic transmission confirmed received, by overnight courier, or by certified or registered mail return receipt requested, and shall be deemed given upon personal delivery, upon receipt of electronic transmission, upon confirmed receipt, or five (5) calendar days after deposit in the mail.

12.2. <u>Force Majeure</u>. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, black swan events, war, terrorism, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such party.

12.3. <u>Assignment</u>. This Agreement may not be assigned by either party without the prior written approval of the other party. Notwithstanding the above, a party may assign to a successor party in interest without obtaining such consent provided that, all of the following conditions must be met: (i) such assignment is in connection with a merger or corporate reorganization, by operation of law, or in connection with a sale of all or substantially all of the assets to which this Agreement relates; (ii) the assigning party

provides written notice to the non-assigning party prior to the effective date of such assignment; and (iii) there is a written agreement, wherein the party to which the rights are assigned accepts all the duties and obligations of the assignor hereunder. Any attempted assignment not authorized hereunder shall be null and void.

12.4. <u>Waiver</u>. The waiver by either party of a breach of any provisions contained herein shall be in writing and shall in no way be construed as a waiver of any succeeding breach of such provision or the waiver of the provision itself.

12.5. <u>Severability</u>. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objective of such provision within the limits of applicable law or applicable court decisions.

12.6. **Dispute Resolution Procedure**

The Parties shall use the following procedure to address any dispute relating to this Agreement (a "Dispute").

Negotiation

Either Party may initiate the Dispute resolution procedures by sending notice of Dispute ("Notice of Dispute") to the other Party. The Parties shall attempt to resolve the Dispute promptly through good faith negotiations including (A) timely escalation of the Dispute to executives who have authority to settle the Dispute and show they are at a higher level of management than the persons with direct responsibility for the matter, and (B) direct communication between the executives. If a Dispute remains unresolved thrity (30) days after receipt of the Notice of Dispute, either Party may then submit the Dispute to a court.

<u>Forum and Governing law</u>. This Agreement shall be governed by Swiss law. The competent courts are those of the Canton of Geneva

12.7. <u>No Agency</u>. Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

12.8. <u>Headings</u>. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section.

12.9. <u>Export Controls</u>. Licensee acknowledges that the laws and regulations of the United States restrict the export and re-export of commodities and technical data of United States origin, including ScheduleJS. Licensee agrees that it will not export or re-export ScheduleJS or any portion thereof in any form, without the appropriate United States and foreign licenses. Accordingly, Licensor represents that the initial delivery of ScheduleJS is classified as mass-market software controlled under ECCN EAR99 of United States export law.   Licensor will notify Licensee in writing if any updates or subsequent ScheduleJS version include encryption or other information security technology that require export classifications or licenses for exportation other than as mass-market software controlled under ECCN EAR99.

12.10. <u>Non-solicitation.</u> Each Party agrees that, for a period ending 3 years after the Agreement Date, it will not, directly or indirectly, on its own behalf or on behalf of any Affiliate, employ, endeavor to employ, solicit or induce to leave any of the other Party's management, engineers or technicians who are or were employed by the other Party within 2 years prior thereto.

12.11. <u>Tax cooperation.</u> All payments under this Agreement are exclusive of any value-added tax (VAT) or other taxes that may be required to be accounted for on payments under this Agreement. To the extent that Licensee must account for any such VAT or other taxes (such as withholding tax) on payments under this Agreement, Licensee will pay such tax in addition to the amounts provided for by this Agreement. The Parties mutually agree to assist each other to recover VAT and other taxes that are normally recoverable in the international context.

12.12. <u>Hardship.</u> In the event the conditions upon which the Parties rely at the time of entering into this Agreement are drastically modified so that any Party would suffer severe consequences from maintaining the terms of this Agreement, which could not have been reasonably foreseen at the time of entering into this Agreement, the Parties agree to discuss in good faith appropriate modifications to the terms of this Agreement in view of the new circumstances and to the extent equitable to both Parties.

12.13. <u>Entire Agreement</u>. This Agreement, together with the exhibits completely and exclusively states the agreement of the parties regarding its subject matter. It supersedes, and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter. This Agreement shall not be modified except by a subsequently dated written amendment signed on behalf of Licensee and Licensor by their duly authorized representative and any provision of a purchase order purporting to supplement or vary the provisions hereof shall be void.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by respective duly authorized representatives as set forth below.

Licensee
<Company name>

Licensor
AISO SA

by: _____

by: _____

_____
Printed Name

_____
Printed Name

_____
Title

_____
Title

This document keeps track of the open-source technology involved in ScheduleJS. Every library in this list uses standard open-source license models.
This document gives the list of open-source third-party libraries with respective package names, license models, and copyrights. Its second part describes the four (4) license texts: MIT / BSD / 0BSD / Apache-2.0

- **ScheduleJS internalized libraries:**

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bootstrap
Copyright (c) 2011-2022 Twitter, Inc. Copyright (c) 2011-2022 The Bootstrap Authors

node-interval-tree
Copyright (c) 2016 Marko Žarković

ngx-contextmenu
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shallow-equal
Copyright © 2023 Misha Moroshko and Philip Su

- **ScheduleJS peer dependencies:**

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@angular/cdk
Copyright (c) 2023 Google LLC.

@angular/common
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@angular/core
Copyright (c) 2023 Google LLC.

@angular/elements
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@angular/material
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@angular/platform-browser
Copyright (c) 2023 Google LLC.

@angular/router
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@angular/service-worker
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"**Licensor**" shall mean the copyright owner or entity authorized by the copyright owner that is granting the License.

"**Legal Entity**" shall mean the union of the acting entity and all other entities that control, are controlled by, or are under common control with that entity. For the purposes of this definition, "**control**" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

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"**Work**" shall mean the work of authorship, whether in Source or Object form, made available under the License, as indicated by a copyright notice that is included in or attached to the work (an example is provided in the Appendix below).

"**Derivative Works**" shall mean any work, whether in Source or Object form, that is based on (or derived from) the Work and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship. For the purposes of this License, Derivative Works shall not include works that remain separable from, or merely link (or bind by name) to the interfaces of, the Work and Derivative Works thereof.

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