
Software Source Code Licence Agreement

entered into

between

Optomotive, mehatronika d.o.o. (hereafter referred to as the "**Licensor**"), having the registered address at Kopraska ulica 98, SI-1000 Ljubljana, Slovenia, represented by Mrs. Barbara Rakovec Gorkič, managing director

and

_____ (hereafter referred to as the "**Licensor**"), having the registered address at _____, represented by _____, VAT number: _____

Recitals

- (1) As defined further below, the Licensor produces and sells certain FPGA cameras that operate on the basis of the computer program that is created by the Licensor and that is integrated into such cameras.
- (2) The source code of such computer program, the author of which is the Licensor, presents a business secret of the Licensor and protection of its confidentiality is essential for the Licensor's business.
- (3) The Licensee is considering to purchase such cameras from the Licensor for specific business purpose as set out in this agreement, which, however, requires certain adaptation of the Licensor's computer program expressed in a source code.
- (4) Subject to the terms and conditions of this license agreement, the Licensor is willing to grant to the Licensee the licence to adapt the source code of such Licensor's computer program solely for the purpose to tailor such cameras produced by the Licensor for the so determined business purpose and to sell to third parties the cameras produced by the Licensor with the integrated machine readable version of the so adapted computer program only.

Article 1 Definitions

1.1. The following terms used in this agreement shall have the following meanings:

1.1.1. "Camera(s)" means the FPGA camera(-s) produced by the Licensor under the product name [_____]

1.1.2. "Computer Hardware" means the hard disks of [two 2] personal computers used by the authorized employees of the Licensee at the work site located at the registered address of the Licensee.

1.1.3. "Computer Program" means a binary (machine readable) object code version of the Licensor's computer program for use on the Cameras identified in the [Appendix A], but does not mean any human readable or source code version of it.

1.1.4. "Derivative Program" means a computer program in a binary (machine readable) object code version developed by the adaptation of the Licensor's Source Code by the Licensee in accordance with this agreement for the sole purpose to be utilized with and integrated in the Cameras.

1.1.5. "Hardware" means Computer Hardware and Cameras.

1.1.6. "Licensed Material" means the Source Code and any Source Code Materials of the Computer Program.

1.1.7. "Project" / "Purpose" means [to be defined in the Appendix B]

1.1.8. "Source Code" means a human readable version of the Computer Program.

1.1.9. "Source Code Materials" means electronic version of the materials related to the Source Code enabling a reasonable software developer at least an understanding of the structure and the manner of operation of the Computer Program

Article 2 Licence

2.1. The Licensor hereby grants to the Licensee a non-exclusive, non-sublicensable, non-transferable, fully paid-up license, for a limited time period of maximum 5 (five) years, to adapt the Source Code on the Computer Hardware for the sole and exclusive purpose to integrate the Derivative Program in the Camera for the purposes of the Project.

2.2. The Licensor hereby grants to the Licensee a non-exclusive, non-sublicensable, non-transferable, fully paid up licence, for a limited time period of maximum 5 (five) years, to integrate the Derivative Program (in the binary machine-readable object code version only) in the Licensor's Cameras and to sell such Cameras (either alone or as part of the Licensee's product) to third parties.

2.3. For the avoidance of doubt, this agreement does not grant the Licensee any right, such as (the list is not exhaustive), to:

2.3.1. reproduce the Licensed Materials or any portion of them otherwise than on the Computer Hardware and in accordance with Article 5;

2.3.2. translate, adapt, arrange or alter the Licensed Materials or any portion of them for any purpose other than the Project;

2.3.3. translate, adapt, arrange or alter the Licensed Materials or any portion of them, for the purpose to be integrated or used in or on any hardware other than the Cameras;

2.3.4. distribute, transfer, licence, licence, sub-licence, rent the Licensed Materials or any portion of them;

2.3.5. disclose the Licensed Materials or any portion of them to any person other than to its authorized employees on a need to know basis in accordance with this agreement;

2.3.6. disclose the source code (human readable version), including any source code materials (technical specifications, preparatory design works, graphic charts and similar) of the Derivative Program or any portion of them or allow their reproduction to a person that is not an authorized employee of the Licensee on a need to now basis in accordance with this agreement;

2.3.7. adapt the source code (human readable version), including any source code materials (technical specifications, preparatory design works, graphic charts, and similar) of the Derivative Program or any portion of them or allow their reproduction for any purpose other than the Project;

2.3.8. reproduce, disclose, transfer, licence, sub-licence, rent the source code (human readable version) including any source code materials (technical specifications, preparatory design works, graphic chart) of the Derivative Program or any portion of them to any third person;

2.3.9. reproduce, distribute, transfer, licence, sub-licence, rent the Derivative Program or any portion of it, alone or in or with any product other than the Camera.

2.4. This agreement does not regulate nor grant any right of or license to the Licensee with respect to the Computer Program.

Article 3 Delivery of the Licensed Materials

3.1. The Licensed Materials are in the electronic form.

3.2. Upon entering into force of this agreement [and receipt of full payment by the Licensor], the Licensor shall provide the Licensee with the instructions for the download of the Licensed Materials from the website with the following address: <https://bitbucket.org/optomotive>.

3.3. The Licensee shall arrange for the adequate system requirements to enable its download of the Licensed Materials from the internet site specified under 3.2 above.

Article 4 Derivative Program

4.1. The Derivative Program must contain significant added functionality over the Computer Program and shall not be considered as commercially acceptable substitute for the Computer Program or be competitive with the Computer Program.

4.2. The Derivative Program can be used by the Licensee only for the purpose to be integrated into the Licensor's Cameras in accordance with the Project.

4.3. The Licensee may distribute, rent, transfer or sub-license Derivative Program to third parties in accordance with the terms of this agreement only in the binary machine-readable version and only integrated into the Licensor's Cameras.

4.4. The Licensor retains its intellectual property rights with respect to the Derivative Program including also its source code and source code materials to the extent not expressly licensed to the Licensee pursuant to this agreement.

4.5. To the extent that other provisions of this agreement allow the Licensee to distribute, license, sub-license, rent or transfer the Derivative Program to third persons or to grant them the right for its reproduction, such distribution, transfer, license, sub-license or rent by the Licensee shall be without prejudice to the Licensor's intellectual property rights on and confidentiality of the Licensed Materials and the Derivative Program, including its source code and source code materials, and the Licensee shall, to the maximum extent permitted by law, prevent any disclosure or reproduction of the source code or its materials of the Derivative Program and/or Licensed Materials, or any portion of them, to the non-authorized persons.

Article 5 Back-up Copy

5.1. The Licensor acknowledges and represents that one (1) back-up copy of the Licensed Material is necessary for the purposes of the Project in accordance with this agreement.

5.2. The Licensee may make one (1) back-up copy of the Licensed Materials. Such back up copy can be stored on a computer belonging to the Licensee located at its registered address. The backup copy of the Licensed Materials must not be stored nor used on any servers, networks, mobile computers, notebooks, laptops, mobile media or clouds.

5.3. The Licensee must inform the Licensor on the exact location of the back-up copy. Any change of the back-up copy location requires consent in writing by the Licensor.

Article 6 Error Correction

6.1. In the event that the Licensee when exercising its rights under this agreement discovers any errors in the Computer Program, it shall immediately inform thereon the Licensor in writing. The Licensor has a right, but not an obligation, to correct such errors. Unless the Licensor within seven (7) calendar days upon receipt of the Licensee's notice informs the Licensee on its intent to correct such errors, the Licensee shall have a right to correct any such errors. For the purposes of this section, the term "error" shall not mean functionality that is required or needed for the Project, but functionality that is otherwise essential for the running of the Computer Program.

Article 7 Terms of Use

7.1. The Licensee shall:

7.1.1. preserve and reproduce all copyright, trademark, or proprietary legends of the Licensor on any reproduction or copy of any Licensed Materials or on any portion thereof;

7.1.2. reproduce and adapt in accordance with this agreement the Licensed Materials solely on the Computer Hardware and, with respect to the back-up only, in accordance with the provisions of this agreement applicable to the storage of the back-up copy;

7.1.3. not use, reproduce, store the Licensed Materials nor the source code of the Derivative Program on any networks, mobile devices or carriers, notebooks, laptops, clouds, servers or similar;

7.1.4. upon request of the Licensor, promptly submit to the Licensor a list of third parties which acquired Cameras (either alone or as part of another product of the Licensee) including the Derivative Program as well as description of the product so acquired;

7.1.5. upon request of the Licensor, promptly allow to the Licensor the inspection of the source code and other source code materials of the Derivative Program;

7.1.6. upon request of the Licensor, promptly allow the Licensor (or its authorized representatives) inspection of the Licensee's business, employees and facilities, in order to control compliance of the Licensee with the terms of this agreement.

7.2. Failure of the Licensee to comply with any of the request of the Licensor under this Article, shall constitute prima facia evidence on the violation of the terms of this agreement by the Licensee and constitutes material breach of its terms.

Article 8 No Warranty

8.1. The Licensed Materials are provided "as is" without warranty of any kind, either expressed, implied or statutory, including without limitation, any warranty with respect to noninfringement, merchantability, or fitness for any particular purpose.

8.2. The Licensor does not warrant that the functions contained in any of the Licensed Materials will meet the Licensee's requirements, or that operation of the Licensed Materials will be uninterrupted or error-free, or that defects in the Licensed Materials will be corrected. Furthermore, the Licensor does not warrant or make any representations regarding use, or the results of the use, of the Licensed Materials in terms of correctness, accuracy, reliability or otherwise.

8.3. The Licensed Materials are not designed, intended, or authorized for use in any application in which the failure of the licensed product could create a situation where personal injury or death may occur. The Licensee shall hold the Licensor harmless against any claims or liability whatsoever associated with such unintended or unauthorized uses.

Article 9 Confidentiality

9.1. The parties acknowledge that the source code and its related materials present the main content of a computer program therefore it is crucial to protect their confidentiality. The Licensee further acknowledges that protecting the confidentiality of the Licensed Materials as well as of the source code relating to the Derivative Program and its materials is the highest obligation under its confidentiality obligations.

9.2. Unless expressly permitted otherwise under this agreement, the Licensee shall hold in confidence the Licensed Materials, and all other information received hereunder and use them only for and strictly in accordance with the provisions of this agreement. The Licensed Materials present business secret of the Licensor and their (including any portion of them) non-authorized disclosure would cause irreparable harm to the Licensor.

9.3. The Licensee shall treat the Licensed Materials furnished hereunder as proprietary trade secrets of the Licensor and the Licensee shall not make the Licensed Materials available in any form to any person other than those of its employees located on its premises that need to know the Licensed Materials for the purposes of the Project and in accordance with this licence agreement. Such employees must be bound by the confidentiality agreement subject to no less stringent terms than in this agreement.

9.4. The Licensee must protect the confidentiality of the Licensed Materials and all other information received hereunder from the Licensor with at least same degree of care as that which is accorded to a prudent businessman and shall use commercially reasonable efforts to protect the information of the confidential type being disclosed to any non-authorized person.

9.5. The Licensee shall submit to the Licensor, upon its request, the written report on the measures, methods and facilities used by the Licensee to protect the confidentiality of the Licensed Materials as well as list of its employees, existing or past, that have or had access to the Licensed Materials.

9.6. The Licensee must notify the Licensor immediately on any breach of confidentiality with respect to the Licensed Materials.

9.7. The confidentiality provisions of this article shall by apply to the Licensee also with respect to its obligations to protect confidentiality of the source code and any source code materials (including its preparatory design works and similar that is needed for the understanding of the source code and the Derivative Program) relating to the Derivative Program.

Article 10 Export Controls

10.1. The Licensee agrees to adhere to all applicable restrictive measures, export and/or dual use laws and regulations, including, but not limited to, those introduced or implemented or administered by the United Nations, European Union, Republic of Slovenia and United States of America, and shall not export, re-export, resell, transfer, or disclose, directly or indirectly, any technical data or products received hereunder, or the direct product of such technical data or products, to any proscribed person, entity, or country, or foreign national thereof, unless properly authorized by the above mentioned authorities.

Article 11 Termination

11.1. This agreement is entered into for the 5 (five) years' time period. The parties acknowledge that upon its expiration this agreement cannot be renewed tacitly.

11.2. This agreement terminates with immediate effect upon occurrence of a change of control, insolvency, commencement of the bankruptcy, compulsory composition or insolvency proceedings with respect to the Licensee.

11.3. The Licensor shall have a right to terminate this agreement with immediate effect and without any advance notice in the event that the Licensee violates any of the following provisions of this agreement:

11.3.1. confidentiality and/or non-disclosure obligations,

11.3.2. any prohibition under Article 2.3; or

11.3.3. any provision of Article 4.

11.3.4. Any party has a right to terminate this agreement in the event of material breach of this agreement by the counterparty subject to the notice in writing and provided that the defaulting party has not cured such breach within 15 calendar days upon receipt of the notice on the violation.

11.4. In the event of the termination of the agreement, the Licensee shall immediately:

11.4.1. destroy any copies, including back-ups, of the Licensed Materials, unless the Licensor requests return any copies of the Licensed Materials to the Licensor;

11.4.2. confirm complete destruction of any available back-ups or copies of Licensed Materials to the Licensor in writing, immediately upon the Licensor's request to do so;

11.4.3. terminate with any work on or use of, including alternation or reproduction, of the Licenced Materials,

11.4.4. terminate with any reproduction, transfer, distribution, integration of the Derivative Program in any form, manner or with respect to any product.

Article 12 Notices

12.1. Any notices required to be made under this agreement shall be in the English language and may be given either by electronic mail system or courier or mail service and shall be sent correctly if sent to the following addresses of the parties:

12.1.1. With respect to the Licensor:

(a) Optomotive, mehatronika d.o.o., Kopraska ulica 98, SI-1000 Ljubljana, Slovenia

(b) E-mails: tomaz.puh@optomotive.com and barbara.rakovec@optomotive.com (both email addresses must be used jointly in order to be properly served)

12.1.2. With respect to the Licensee:

(a) **[TBD]**

12.2. Either party may by notice in writing to the other party validly amend its contact details for the purposes of this article.

Article 13 Governing Law and Jurisdiction

13.1. This agreement and any non-contractual obligations related to it shall be governed by the laws of the Republic of Slovenia, without regard to its conflict of laws principles. For the avoidance of doubt, the parties hereby expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (1980). The parties agree that the place of performances under this agreement is the place of the registered seat of the Licensor.

13.2. Each party irrevocably submits to the jurisdiction of the competent court in Ljubljana, Republic of Slovenia, with respect to any disputes or controversies relating to or arising from this agreement and any non-contractual obligations related to it.

Article 14 Miscellaneous

14.1. Unless expressly provided otherwise under this agreement, the Licensee may not assign this agreement nor transfer any of its rights or obligations under this agreement without the prior written consent of the Licensor. The rights and obligations under this agreement shall be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties.

14.2. Use of any contractual remedies by the parties shall not affect the rights of the parties granted to them under the law or the statutes.

14.3. The termination of this agreement shall not affect any of its provisions the purpose of which is to operate or have effect afterwards (including but not limited to confidentiality, right to inspection, governing law and jurisdiction provisions).

14.4. No addition or modification to this agreement is valid unless made in writing and signed by both parties.

14.5. No waiver will be implied from conduct or failure to enforce rights, nor be effective, unless in writing and signed on behalf of the party against whom the waiver is asserted.

14.6. Any part of this agreement found to be unenforceable shall be enforced to the maximum extent permitted by law and the remainder of this agreement will remain in full force.

14.7. This agreement contains the entire agreement between the parties relating to its subject matter and supersedes all prior representations, discussions and agreements. General terms and conditions of the Licensee, if any, are not applicable to this agreement.

The Licensor:

Optomotive d.o.o.

Ljubljana, _____ 2020:

Ms. Barbara Rakovec Gorkic

Director

The Licensee

Place and Date: _____ 2020

[full name and title of the authorized representative]

Appendix A

Description of the Computer Program

PC side programs:

VEVOAPI:

Application programmer interface (API) for communication and data streaming in a form of dynamic link library (DLL) for Windows or Shared library (SO) for Linux. Source code is written in C++ language and includes projects which can be built for Windows (Visual Studio 2019 Community) or Linux (GCC) in 32bit or 64bit format.

Windows VEVO kernel driver for high performance UDP/IP data streaming

Graphical User Interface examples written in C++ using Qt library (dynamically linked):

- “Camera” program for camera setup, image and data visualization and recording
- “Firmware Creator” for creating and uploading firmware upgrade packages
- “Firmware Loader” for uploading firmware upgrade packages
- “Camera Testing” program for camera testing purposes

Other VEVOAPI examples:

C++ Console applications, Python, Matlab

Camera side programs:

FPGA code:

Vivado 2021.1 synthesizable system block diagram

Camera constraints file

Optomotive IP core repository containing:

- sensor interfaces
- image correction IP (dead pixels, LUT)
- glue logic (bus splitters, FIFOs...)

Linux software for ARM CPU:

- First stage boot loader (FSBL)
- Linux kernel driver patches
- Linux program for camera setup, communication and data streaming. Can be built using Xilinx SDK

ALL programs are delivered in source code and binary versions.

Appendix B

Description of the Purpose/Project