

SCHEDULEJS INTERNAL DEVELOPMENT LICENSE AGREEMENT

This license agreement (the “Agreement”) is entered into between:

AISO SA, 29 rue Lect, 1217 Meyrin, Switzerland (the “Licensor”),

and the legal entity identified as the “Licensee” in the applicable Order Form (the “Licensee”).

The effective date of the Agreement shall be the date specified in the Order Form or, failing that, the date of signature by the last of the Parties (the “Effective Date”).

The Licensor publishes “ScheduleJS”, a proprietary JavaScript/TypeScript scheduling and Gantt interface library.

The Licensee wishes to use the Software solely for development and Internal Use purposes, in accordance with this Agreement.

1. Definitions

1.1 “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party. “Control” means the direct or indirect ownership of more than fifty percent (50%) of the voting rights or, failing that, the power to direct the management and policies of the entity.

1.2 “API” means the application programming interface of the Software as exposed by the Type Definitions and/or the Documentation, including classes, functions, properties, events, configuration options and expected behaviours.

1.3 “Authorized Users” means (i) the employees of the Licensee, and (ii) individual contractors acting on behalf and for the exclusive benefit of the Licensee, in each case subject to written confidentiality and use restriction obligations at least as protective as those set out in this Agreement.

1.4 “Build Environment” means the development, test, integration, build, CI/CD automation and similar environments controlled by the Licensee, in which the Software is installed and used by Authorized Users to develop and test applications intended for Internal Use. Any environment operated for third parties or accessible to third parties is excluded.

1.5 “Confidential Information” means any non-public information disclosed by one Party to the other, regardless of medium, including in particular: (i) the Software, including its obfuscated/minified object code, structure, protection mechanisms and internal design, (ii) the Type Definitions, (iii) the Documentation, (iv) the License Keys, (v) commercial, pricing, security and roadmap information, and (vi) any information that, by its nature and/or the circumstances of its disclosure, should reasonably be considered confidential. The Licensor’s Confidential Information includes trade secrets incorporated in or relating to the Software.

1.6 “Documentation” means the technical and/or user documentation relating to the Software made available by the Licensor under the Order Form, including guides, API references and release notes.

1.7 “End Customer” means any third party that receives, is provided with, or benefits from access to an application, product or service integrating the Software or exposing its functionality, other than an Authorized User acting solely for the benefit of the Licensee.

1.8 “Internal Use” means the use of the Software exclusively by and for the Licensee and, where applicable, its Affiliates expressly authorized in the Order Form, for internal operations, internal tools, internal applications, internal demonstrations and internal testing, excluding any availability for the benefit of End Customers.

1.9 “OEM Application” means an application or software product of the Licensee integrating the Software and intended to be distributed to End Customers. OEM rights are not granted under this Agreement and require a separate enterprise license.

1.10 “SaaS Service” means a hosted/managed service operated by or for the Licensee making the functionality of the Software accessible to End Customers via a network, including where the object code of the Software is delivered to an end user’s browser. SaaS rights are not granted under this Agreement and require a separate enterprise license.

1.11 “Tenant” means, within a SaaS Service, a logically or contractually separate space, account, environment or instance corresponding to an End Customer.

1.12 “License Key” means any activation mechanism, key, token, certificate, license file or technical measure provided or required by the Licensor to activate, limit, track or control use of the Software.

1.13 “Order Form” means any order form, quotation, order confirmation or equivalent document referring to this Agreement and accepted by the Licensor, specifying in particular the scope, license metrics, quantities, fees and, where applicable, authorized Affiliates.

1.14 “Software” means the proprietary product “ScheduleJS”, provided exclusively in obfuscated/minified JavaScript object code form, together with Type Definitions (.d.ts) and Documentation, as well as any Updates provided in accordance with the Order Form. No source code is included.

1.15 “Type Definitions” means TypeScript declaration files (.d.ts) and any similar material describing the API of the Software. The Type Definitions do not constitute the source code of the Software.

1.16 “Updates” means fixes, patches, improvements and new versions of the Software that the Licensor may make available to the Licensee pursuant to the Order Form or a separate maintenance agreement, where applicable.

1.17 “Competing Product” means any library, SDK, component, framework or service whose primary purpose is to provide scheduling and/or Gantt interface

functionality substantially similar to that of the Software, including any product intended to serve as a substitute, replacement or alternative to the Software.

1.18 “Developer Seat” means one (1) individually identified Authorized User who accesses or uses the Software in the Build Environment during the relevant period. A Developer Seat is personal and may not be shared concurrently.

1.19 “Protection Measures” means any technical or contractual measure intended to protect the Software, including obfuscation/minification, License Keys, access controls, and any use or metric limitation.

2. Purpose; contractual hierarchy; exclusion of Licensee terms

2.1 This Agreement governs the installation and use of the Software by the Licensee exclusively for development and Internal Use, in accordance with the terms of this Agreement and the applicable Order Form.

2.2 The Order Form forms an integral part of this Agreement. In the event of conflict, (i) the Order Form shall prevail only with respect to the commercial and scope parameters it expressly addresses; then (ii) this Agreement.

2.3 Any general purchasing, ordering or billing terms of the Licensee are expressly excluded and shall not apply.

3. Delivery; format; no source code

3.1 The Software shall be delivered by download or electronic transfer. Unless otherwise stipulated in the Order Form, the delivered version shall be the version current as of the date it is made available.

3.2 The Licensee acknowledges that the Software is delivered solely in obfuscated/minified JavaScript object code form, together with the Type Definitions and Documentation. Obfuscation/minification and the Protection Measures are essential to the protection of the Licensor’s rights and trade secrets.

3.3 No source code, internal build scripts or non-obfuscated/non-minified version are provided. No right to obtain the source code is granted, unless separately agreed in writing by the Licensor.

4. License grant (development and Internal Use only)

4.1 Subject to payment of the fees due and compliance with this Agreement, the Licensor grants the Licensee a non-exclusive, non-assignable, non-transferable and non-sublicensable license to install and use the Software in a Build Environment and for Internal Use.

4.2 The Licensee may authorize its Authorized Users to use the Software within the framework of this Agreement. The Licensee remains responsible for the acts and omissions of its Authorized Users.

4.3 The Licensee may make a reasonable number of copies of the Software strictly necessary for authorized

installation, backups, archiving and business continuity, and testing, provided that all copies remain under the Licensee’s control and subject to this Agreement.

4.4 The Licensee may integrate the Software into internal applications intended for Internal Use. The Licensee’s code that calls the API or configures the Software shall not, in itself, be considered a modification of the Software.

4.5 The Licensee’s Affiliates are authorized to use the Software only if they are expressly referred to in the Order Form. The Licensee warrants compliance with this Agreement by such Affiliates and remains responsible for their compliance.

4.6 Any OEM distribution, SaaS availability or any other form of making available to third parties requires the prior execution of a separate enterprise license with the Licensor. In particular, the distribution of an OEM Application to End Customers and/or the operation of a SaaS Service making the functionality of the Software accessible to End Customers are expressly excluded from this Agreement.

5. Fees; metrics; payment

5.1 The fees, applicable metric, including the number of Developer Seats, license term and, where applicable, maintenance/support services are defined in the Order Form.

5.2 Unless otherwise stipulated in the Order Form, the internal development license is granted on the basis of the number of Developer Seats. The Licensee must have a valid Developer Seat for each Authorized User using the Software in the Build Environment.

5.3 In the event of exceeding the purchased quantity, for example additional Developer Seats, the Licensee shall promptly carry out a true-up by purchasing additional licenses in accordance with the Order Form, with retroactive effect from the start date of the excess use.

5.4 Unless otherwise stipulated in the Order Form, invoices are payable thirty (30) days from the invoice date. Any late payment shall automatically bear default interest at one percent (1%) per month, or the maximum lawful rate if lower, without prior notice.

5.5 Fees are exclusive of VAT and any other applicable taxes, duties, levies and charges. The Licensee may only set off amounts on the basis of a final and enforceable judgment or with the Licensor’s prior written consent.

6. Restrictions; enhanced protection of intellectual property and trade secrets

6.1 Except as expressly authorized by this Agreement, the Licensee shall not sell, rent, lend, sublicense, distribute, publish, transmit or otherwise make the Software available to any third party, including via a network, cloud repository or public package registry, including npm.

6.2 The Licensee shall not publish or make available the Software, the Type Definitions or any substantial part

thereof in any public repository or repository accessible to third parties, including any code, package or artifact repository, and undertakes to implement appropriate access controls.

6.3 Except to the strict extent permitted by mandatory law in accordance with Article 7, the Licensee shall not, and shall prohibit any third party from, reverse engineering, decompiling, disassembling, decrypting, de-obfuscating, de-minifying or otherwise attempting to reconstruct the source code, algorithms, architecture, organization or trade secrets of the Software.

6.4 The Licensee shall not circumvent, disable or alter any License Key or Protection Measure, including any metric limitation, activation mechanism, usage control or anti-circumvention device.

6.5 The Licensee shall not modify the Software, alter its operation, or create a derivative work based on the Software, except to the strict extent permitted by mandatory law in accordance with Article 7.

6.6 The Licensee shall not use the Software, Type Definitions, Documentation or any Confidential Information to develop, have developed, test, improve, promote or market a Competing Product. This prohibition does not prevent the use of general programming skills and knowledge independently developed without recourse to the Software or the Licensor's Confidential Information.

6.7 The Licensee shall not publish, without the Licensor's prior written consent, any performance test result, benchmark, comparison or competitive evaluation of the Software.

6.8 The Licensee shall not remove or obscure any copyright notice, trademark, logo or other proprietary notice appearing on or in the Software, Documentation or materials provided.

6.9 License Keys constitute Confidential Information. The Licensee shall implement reasonable organizational and technical measures to prevent any unauthorized access to or use of the License Keys.

7. Decompilation/interoperability and error correction; mandatory law exception

7.1 Notwithstanding Articles 6.3 and 6.5, where and only to the extent that applicable mandatory law authorizes acts otherwise prohibited in order to ensure interoperability with independently created software and/or to correct errors, the Licensee may perform such acts subject to strict compliance with the conditions of this Article 7.

7.2 Before performing any such act, the Licensee shall send the Licensor a written request reasonably describing (i) the information required for interoperability or (ii) the error to be corrected, and shall allow the Licensor a reasonable period to provide the information, propose a solution or provide a workaround.

7.3 Unless prohibited by law, the Licensee shall notify the Licensor at least ten (10) business days in advance of its intention to perform such acts, specifying the intended scope, the persons involved and the tools used.

7.4 Any action carried out under this Article 7 shall be strictly limited to the minimum necessary, in terms of scope, duration and elements concerned, and shall not affect the Protection Measures beyond what is indispensable for the legally authorized purpose.

7.5 Any information obtained under this Article 7 may be used solely for the legally authorized purposes; it may not be (i) disclosed to third parties, except where required by mandatory law, or (ii) used, directly or indirectly, to create, market or improve a Competing Product.

7.6 To the extent permitted by law, the Licensee shall keep contemporaneous records of the acts carried out under this Article 7, including scope, dates, persons and results, and shall provide a summary to the Licensor upon reasonable request.

8. Confidentiality

8.1 Each Party undertakes to (i) use the other Party's Confidential Information only for the purposes of performing this Agreement, (ii) protect it with at least the same degree of care as it applies to its own confidential information of a similar nature, and in any event with no less than reasonable care, and (iii) disclose it only to its employees and contractors who have a need to know and are subject to written confidentiality obligations.

8.2 Confidential Information does not include information that the receiving Party can demonstrate in writing: (i) is or becomes public without breach of the Agreement; (ii) was lawfully known before disclosure; (iii) was lawfully received from a third party without restriction; or (iv) was independently developed without recourse to Confidential Information.

8.3 In the event of a legal obligation to disclose, the receiving Party shall, to the extent permitted, promptly notify the other Party and reasonably cooperate to obtain confidential treatment or a protective measure.

8.4 The confidentiality obligations shall apply for the term of the Agreement and for five (5) years after its termination or expiry, provided that the protection of trade secrets shall not be limited in time for as long as the information remains confidential and is not disclosed to the public.

9. Intellectual property; feedback; interim measures

9.1 The Software is licensed, not sold. All rights, title and interests, including intellectual property rights, in and to the Software, Type Definitions and Documentation belong exclusively to the Licensor and/or its licensors. All rights not expressly granted are reserved.

9.2 No rights are granted by implication, estoppel or otherwise outside the rights expressly granted by this Agreement.

9.3 If the Licensee provides the Licensor with suggestions, ideas or feedback (“Feedback”), the Licensor may use them freely without obligation to the Licensee, provided that it does not publicly attribute the Feedback to the Licensee without consent.

9.4 The Licensee acknowledges that a breach of Articles 6, 7 or 8 may cause irreparable harm to the Licensor.

Accordingly, the Licensor may seek any interim measure or injunction, including super-provisional/provisional measures where applicable, in addition to any other right or remedy.

10. Maintenance; support; Updates

10.1 Unless expressly stipulated in the Order Form, no maintenance, support or Update is included. Any such service, if provided, shall be governed by the Order Form and/or a separate agreement.

11. Limited warranty; exclusions

11.1 The Licensor warrants, for a period of sixty (60) days from delivery, that the unmodified Software substantially conforms to the Documentation, with respect to reproducible and duly documented defects causing a material impairment of use in accordance with the Agreement.

11.2 The Licensee’s sole remedy in the event of a breach of warranty shall be, at the Licensor’s option: (i) to correct the defect, (ii) to provide a workaround, or (iii) to refund the fees paid for the affected part, subject to deletion of the Software and written confirmation of such deletion.

11.3 Except for the express warranty above, the Software and Documentation are provided “as is” and “as available”. The Licensor excludes, to the extent permitted by law, any other warranty, express or implied, including merchantability, fitness for a particular purpose, non-infringement and title.

12. Third-party claims (intellectual property infringement)

12.1 The Licensor shall defend the Licensee against any third-party claim alleging that the unmodified Software, used in accordance with this Agreement, directly infringes an intellectual property right, and shall bear the damages and reasonable costs awarded against the Licensee, provided that the Licensee: (i) promptly notifies the claim; (ii) gives the Licensor exclusive control of the defence and settlement; and (iii) reasonably cooperates at the Licensor’s expense.

12.2 In the event of a claim, the Licensor may, at its option: (i) obtain the right for continued use; (ii) modify or replace the Software so as to make it non-infringing while retaining substantially equivalent functionality; or (iii) terminate the license for the affected part and refund the corresponding fees for the period of use on a pro-rata basis.

12.3 The Licensor’s obligations shall not apply to claims resulting from (i) modifications not made by the Licensor, (ii) combinations with elements not provided by the Licensor where the claim would not have arisen without such combination, or (iii) breach of the Agreement by the Licensee.

13. Limitation of liability

13.1 Nothing in this Agreement excludes or limits liability that cannot be excluded or limited under applicable mandatory law, including in cases of wilful misconduct or gross negligence.

13.2 To the extent permitted by law, neither Party shall be liable for indirect, consequential, special, punitive or incidental damages, including loss of profit, loss of revenue, business interruption, loss of data or reputational harm.

13.3 To the extent permitted by law, each Party’s total cumulative liability under this Agreement shall be limited to the total amount of fees actually paid by the Licensee under the relevant Order Form during the twelve (12) months preceding the event giving rise to liability.

13.4 The cap set out in Article 13.3 shall not apply to breaches by the Licensee of Articles 6 to 8, nor to amounts due under Article 12, to the extent that such exclusion from the cap is permitted by law.

14. Records; reporting; audit and compliance

14.1 The Licensee shall maintain, for at least ten (10) years, complete and accurate records enabling verification of compliance with this Agreement, including allocation of Developer Seats, installations, use in the Build Environment and allocation of License Keys.

14.2 Upon written request from the Licensor, no more than once per calendar quarter, the Licensee shall provide a compliance report reasonably sufficient to verify compliance with the applicable license metrics.

14.3 The Licensor, or an independent auditor subject to confidentiality obligations at least equivalent to those set out in this Agreement, may audit the Licensee’s compliance no more than once per twelve (12) month period, upon at least fifteen (15) business days’ prior written notice. The audit shall be conducted during business hours, in a manner designed to minimize disruption to operations and, where possible, using an approach favouring remote audit.

14.4 The audit shall be limited to the information, systems and documents reasonably necessary to verify compliance with this Agreement and the Order Form.

14.5 In the event of sublicensing, underpayment or other non-compliance being identified, the Licensee shall immediately regularize the situation by purchasing the required licenses and pay the fees due retroactively from the start date of the non-compliance, increased by interest at the rate of one percent (1%) per month, or the maximum lawful rate if lower, from the initial due date.

14.6 If the underpayment exceeds five percent (5%) of the amounts due for the audited period or CHF 10,000, whichever is lower, the Licensee shall reimburse the reasonable audit costs incurred by the Licensor.

14.7 The Parties shall conduct the audit in a manner designed to avoid access to personal data where possible. If access to personal data is unavoidable, it shall be limited to what is strictly necessary and processed in accordance with applicable data protection law; the Parties shall enter into a data processing agreement where applicable.

15. Term; termination; effects

15.1 The license term is defined in the Order Form. Failing any provision, this Agreement is entered into for an indefinite term, subject to the termination clauses below.

15.2 In the event of a material breach of this Agreement by a Party, not cured within thirty (30) calendar days from receipt of written notice, the other Party may terminate the Agreement with immediate effect.

15.3 In the event of non-payment of an undisputed amount when due, the Licensor may, after notice and expiry of a period of thirty (30) calendar days, suspend the License Keys and/or terminate the Agreement.

15.4 Upon termination or expiry of the Agreement, for any reason whatsoever, the Licensee shall immediately cease all use of the Software, irreversibly delete the Software and all copies thereof, including backups, from its systems, and provide written confirmation of deletion upon request.

15.5 Articles 6 to 9, 11.3, 12, 13, 14, 15.4 and 16 shall survive termination or expiry of the Agreement.

16. Miscellaneous

16.1 Each Party shall comply with applicable law, including export control laws and sanctions regimes, where applicable.

16.2 The Licensee may not assign or transfer this Agreement or the rights arising from it, including by change of control, without the Licensor's prior written consent. Any assignment in breach of this provision shall be null and void. The Licensor may assign the Agreement to a successor in connection with a merger, acquisition or sale of assets.

16.3 Neither Party shall be liable for a failure to perform due to an event of force majeure, subject to reasonable efforts to mitigate its effects.

16.4 If any provision is held invalid or unenforceable, the remaining provisions shall remain in force; the Parties shall replace it with a valid provision that most closely reflects the initial economic intent.

16.5 A Party's failure to rely on any provision shall not constitute a waiver.

16.6 This Agreement and the Order Forms constitute the entire agreement between the Parties concerning the Software and supersede any prior agreement. Any

amendment must be in writing and signed by authorized representatives.

16.7 Language. This Agreement is drafted in French. Any translation is provided for convenience only. In the event of discrepancy, the French version shall prevail.

16.8 Governing law and jurisdiction. This Agreement is governed by the substantive laws of Switzerland, excluding conflict-of-law rules, and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). The courts of the Canton of Geneva, Switzerland, shall have exclusive jurisdiction.