

SCHEDULEJS ENTERPRISE LICENSE AGREEMENT (RUNTIME, OEM AND SaaS)

This enterprise 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. This Agreement governs production deployment and, where applicable, OEM distribution and/or SaaS availability, within the scope defined in the Order Form.

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 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 environments controlled by the Licensee, including development, test, integration, staging, build and CI/CD environments, used to develop, test, maintain and support the authorized OEM Applications and/or SaaS Services.

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 obfuscated/minified object code, structure, internal design and Protection Measures, (ii) the Type Definitions, (iii) the Documentation, (iv) the License Keys, and (v) commercial and security information. The Licensor's Confidential Information includes trade secrets 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.

1.7 "End Customer" means any third-party individual or legal entity, including its Affiliates, that (i) receives the OEM Application and/or (ii) accesses the SaaS Service, where the OEM Application or SaaS Service integrates the Software or exposes its functionality. Each separate legal entity shall, by default, constitute a separate End

Customer, unless expressly consolidated in the Order Form.

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, excluding any availability to End Customers.

1.9 "OEM Application" means a software product or application of the Licensee identified in the Order Form, integrating the Software solely as an inseparable component in order to provide scheduling and/or Gantt interface functionality, and intended to be distributed to End Customers.

1.10 "SaaS Service" means a hosted/managed service operated by or for the Licensee, identified in the Order Form, through which End Customers access, via a network, functionality relying on the Software. The SaaS Service includes scenarios where the object code of the Software is delivered to the end user's browser as part of the service.

1.11 "Tenant" means, within a SaaS Service, a logically or contractually separate space, account, environment or instance corresponding to a given 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 authorized scope, the covered OEM Applications and/or SaaS Services, 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, excluding any source code.

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 "Deployment" means, for fee calculation purposes: (i) in OEM mode, the first making available of the OEM Application including the Software to a given End Customer; and/or (ii) in SaaS mode, the first activation/provisioning of a Tenant enabling access by a given End

Customer to the SaaS Service. Internal test environments of the Licensee that are not accessible to End Customers shall not constitute Deployments.

1.19 “Deployment Fee” means the fee due for each Deployment, or any other metric agreed in the Order Form.

1.20 “Authorized Scope” means the OEM Applications and SaaS Services expressly identified in the Order Form, together with the associated environments, for which use of the Software is authorized.

1.21 “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, use and deployment of the Software within the Authorized Scope, including, where applicable, OEM distribution and/or SaaS availability, in accordance with the Order Form.

2.2 Any use of the Software outside the Authorized Scope is prohibited unless the Licensor gives prior written consent and may require additional fees.

2.3 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.

2.4 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, 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 is provided or owed under this Agreement.

4. Enterprise license grant

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:

4.1.1 develop, test and maintain the Authorized Scope in a Build Environment;

4.1.2 deploy and use the Software in production for Internal Use, where necessary for the Authorized Scope;

4.1.3 distribute the OEM Application to End Customers, solely to the extent that the Software is integrated as an inseparable component of the OEM Application and solely for the End Customer’s internal use;

4.1.4 operate the SaaS Service and make the functionality of the Software available to End Customers solely through the SaaS Service.

4.2 The Software may never be provided, licensed or made accessible as a standalone library, software development kit (SDK), package or separate component. Any availability to an End Customer is limited to (i) integration within the OEM Application or (ii) access to the functionality through the SaaS Service.

4.3 The Licensee shall not provide End Customers with any License Key or any means enabling activation or use of the Software outside the OEM Application or SaaS Service, unless expressly agreed in writing by the Licensor.

4.4 End Customers receive no development rights in the Software and may not extract, separate, repackage, redistribute the Software, or obtain the Type Definitions or Documentation, unless expressly authorized in writing by the Licensor.

4.5 The Licensee may make copies of the Software strictly necessary for authorized deployment, backups, archiving and business continuity, and testing, provided that such copies remain under its control and subject to this Agreement.

4.6 The Licensee remains responsible for the acts and omissions of its Authorized Users and, to the extent permitted by law, of its End Customers with respect to compliance with the restrictions applicable to the Software.

4.7 The Licensee’s Affiliates may exercise rights under this Agreement only if they are expressly referred to in the Order Form, and only within that framework. The Licensee remains responsible for their compliance.

5. Flow-down obligations and responsibility towards End Customers

5.1 The Licensee undertakes to include in its agreements with End Customers provisions at least as protective of the Licensor and the Software as those set out in Articles 4.2 to 4.4, 6 and 7, 9, 10.3, 12.4, 14 and 15, including in particular:

5.1.1 prohibition of reverse engineering, decompilation, disassembly, de-obfuscation and circumvention, subject to mandatory law;

5.1.2 prohibition of extraction, redistribution and making available of the Software;

5.1.3 limitation of use to the internal operation of the OEM Application or SaaS Service, without use as a library;

5.1.4 prohibition of using the Software to develop or promote a Competing Product;

5.1.5 absence of warranty and liability of the Licensor towards End Customers.

5.2 The Licensee is responsible for the compliance of End Customers with the applicable restrictions. In the event of a known or suspected breach, including any attempt at extraction, de-obfuscation, circumvention or redistribution, the Licensee shall promptly inform the Licensor and take reasonable measures to stop the breach.

5.3 The Licensee may not grant End Customers any rights in the Software beyond what is strictly necessary for use of the OEM Application or SaaS Service, as permitted by this Agreement.

5.4 Unless expressly agreed in writing by the Licensor, no provision of this Agreement grants End Customers any third-party beneficiary right against the Licensor.

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.

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 public package registry.

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

6.4 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. The Licensee's code that calls the API or configures the Software shall not, in itself, be considered a modification of the Software.

6.5 The Licensee shall not circumvent, disable or alter any License Key or Protection Measure.

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, subject to the use of general knowledge independently developed without recourse to Confidential Information.

6.7 The Licensee shall not publish benchmarks or comparative evaluations of the Software without the Licensor's prior written consent.

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.

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

7.1 Notwithstanding Articles 6.3 and 6.4, 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 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. Fees; metrics; declarations; true-up

8.1 The fees, applicable metric, including Deployment Fee per End Customer/Tenant or any other agreed metric, quantities, term and any minimum commitments are defined in the Order Form.

8.2 Unless otherwise stipulated in the Order Form, a Deployment Fee is due for each End Customer, being a legal entity, that has received the OEM Application and/or for which a Tenant of the SaaS Service has been activated.

8.3 The Licensee shall implement a process for tracking and accounting for Deployments and shall carry out any required true-up, including the purchase of additional Deployments, in accordance with the Order Form. Unless otherwise stipulated, the true-up must take place no later than thirty (30) days following the Deployment.

8.4 Unless otherwise stipulated in the Order Form, invoices are payable thirty (30) days from the invoice date. Any late payment shall bear default interest at one percent (1%) per month, or the maximum lawful rate if lower.

8.5 Before the first Deployment, the Licensee shall notify the Licensor, in accordance with the Order Form, of the

identity of the covered OEM Applications and/or SaaS Services. The Licensee shall promptly inform the Licensor of any substantial change affecting use of the Software, such as a change in deployment architecture, distribution methods or multi-tenant architecture.

8.6 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.

9. Confidentiality

9.1 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.

9.2 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.

9.3 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.

9.4 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.

10. Intellectual property; feedback; interim measures

10.1 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.

10.2 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.

10.3 The Licensee acknowledges that a breach of Articles 4.2 to 4.4, 5, 6, 7 or 9 may cause irreparable harm to the Licensor. Accordingly, the Licensor may seek any interim measure or injunction, in addition to any other right or remedy.

11. Maintenance; support; Updates

11.1 Unless expressly stipulated in the Order Form, no maintenance, support or Update is included. Any service, where applicable, shall be governed by the Order Form and/or a separate agreement.

12. Warranty; exclusions; no warranty towards End Customers

12.1 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 defects causing a material impairment of use in accordance with the Agreement.

12.2 The Licensee's sole remedy shall be, at the Licensor's option: correction, workaround or refund of the corresponding fees, subject to deletion of the Software and written confirmation of such deletion.

12.3 Except for the express warranty above, the Software and Documentation are provided "as is" and "as available". The Licensor excludes any other warranty to the extent permitted by law.

12.4 The Licensor provides no warranty or support to End Customers. The Licensee shall ensure that its End Customer contracts reflect this absence of warranty and liability of the Licensor.

13. Third-party claims (intellectual property infringement)

13.1 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.

13.2 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; or (iii) terminate the license for the affected part and refund the corresponding fees for the period of use on a pro-rata basis.

13.3 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, (iii) use outside the scope, or (iv) breach of the Agreement by the Licensee.

13.4 No provision of this Article 13 grants End Customers any right against the Licensor; the Licensee remains responsible for its commitments towards End Customers.

14. Limitation of liability

14.1 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.

14.2 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.

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

14.4 The cap set out in Article 14.3 shall not apply to breaches by the Licensee of Articles 4.2 to 4.4, 5 to 9, nor to amounts due under Article 13, to the extent permitted by law.

15. Records; reporting; audit and compliance

15.1 The Licensee shall maintain, for at least ten (10) years, complete and accurate records enabling verification of compliance with this Agreement, including at a minimum: the list of End Customers, being legal entities, Deployments and dates, versions distributed/deployed, allocation of License Keys and relevant SaaS metrics, such as number of active Tenants, to the extent necessary to verify the fees.

15.2 Upon written request from the Licensor, no more than once per calendar quarter, the Licensee shall provide a compliance report reasonably sufficient to validate the fees due under the agreed metrics.

15.3 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.

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

15.5 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 costs of the audit.

15.6 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 law; the Parties shall enter into a data processing agreement where applicable.

16. Term; termination; effects

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

16.2 In the event of a material breach not cured within thirty (30) calendar days after written notice, the non-defaulting Party may terminate the Agreement with immediate effect.

16.3 In the event of non-payment of an undisputed amount when due, the Licensor shall send the Licensee a first reminder and, failing payment, a formal notice remaining without effect for a period of thirty (30) calendar days from receipt. Upon expiry of such period, and provided that the Licensee has been informed in advance by means of a reasonable prior notice of five (5) business days, the Licensor may suspend all or part of the License Keys, to the extent strictly necessary and proportionate, so as to limit any abrupt interruption of the Licensee's business. If the payment default persists beyond an additional period of thirty (30) calendar days following the suspension, the Licensor may terminate the Agreement as of right, without prejudice to any amounts due.

16.4 Upon termination or expiry of the Agreement, the Licensee shall: (i) cease all Deployment and all distribution/making available based on the Software; (ii) cease operation of the SaaS Services to the extent they rely on the Software; (iii) irreversibly delete the Software from its systems and provide a deletion certificate upon request; and (iv) take reasonable measures to prevent any further making available of the Software to End Customers.

16.5 Articles 4.2 to 4.7, 5 to 10, 12.3 to 12.4, 13 to 17 shall survive termination or expiry of the Agreement.

17. Miscellaneous

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

17.2 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.

17.3 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.

17.4 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.

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

17.6 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.

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

17.8 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.