LUCEDA

MAINTENANCE & SUPPORT AGREEMENT

This Maintenance & Support Agreement is entered into between Luceda N.V., a company incorporated and existing under the laws of Belgium, with registered address at Noordlaan 21, 9200 Dendermonde, Belgium, and registered with the Crossroads Bank for Enterprises under number 0553.769.733 (hereinafter: "**LUCEDA**", "**we**", "**our**", or "**us**") and the legal entity (hereinafter: "**LICENSEE**") designated on any applicable quotation for maintenance and support services (hereinafter: "**Quotation**").

Our contact details can also be found on our corporate website, www.lucedaphotonics.com.

LUCEDA and LICENSEE are individually referred to as a "**Party**" and collectively as the "**Parties**".

WHEREAS

(a)   LUCEDA and LICENSEE have concluded a Software License Agreement in which LUCEDA has agreed to grant to LICENSEE a License (hereinafter: "**LICENSE AGREEMENT**") to use certain software products (hereinafter: "**Program(s)**"), either as a Lease License or as a Paid-Up License;

(b)   For all Programs licensed under Paid-up License model, a limited Warranty Period applies, during which maintenance and support services are included. For all Programs licensed under Lease License model, the Warranty Period will be equal to the entire duration of the License period;

(c)   In order to benefit from more extensive maintenance and support services, either during the Warranty Period, or after expiration of the Warranty Period, LICENSEE has requested LUCEDA to provide maintenance and support services as set out in this Maintenance & Support Agreement (hereinafter: the "**Agreement**") for (some or all of) the Programs licensed pursuant to the LICENSE AGREEMENT (hereinafter: the "**Services**"); and

(d)   LUCEDA and LICENSEE wish to specify and formalize in this Agreement the terms under which LUCEDA will provide such maintenance and support services.

1   DEFINITIONS

In this Agreement, any capitalized words and expressions shall have the meanings assigned to them in clause 1 of the LICENSE AGREEMENT and in the preambles of the present Agreement.

2   PROVISION OF SERVICES

2.1   LUCEDA will exclusively provide Services for the Program(s) that are licensed to LICENSEE under the applicable LICENSE AGREEMENT and which are specified in the applicable Quotation.

2.2   No Services shall be provided for any Program(s) that are not expressly listed in the applicable Quotation.

2.3 No Services shall be provided to any other company or entity than LICENSEE (including any affiliates of LICENSEE), except as expressly agreed in writing between the Parties and included in the Quotation.

2.4 As indicated on the Quotation, the Services rendered by LUCEDA pursuant to this Agreement shall include both maintenance services and software support services.

2.5 A description of the Services is included in **Annex I** to this Agreement.

2.6 The most current version of the applicable service levels and LUCEDA's software support policy can at all times be consulted on LUCEDA's website: https://www.lucedaphotonics.com/en/customer-support. LICENSEE acknowledges and confirms having read and accepted these service levels and the terms of LUCEDA's software support policy. LUCEDA shall timely communicate any changes hereto.

3 GENERAL SERVICE LIMITATIONS

3.1 Any services other than those expressly designated in the Quotation are not covered by this Agreement. Such non-included services, if desired, can upon mutual agreement of the Parties be provided within the operational possibilities, and will be charged separately at the then applicable rates and.

3.2 Without prejudice to clause 3.1, LUCEDA hereby expressly points out that the following is not included in the Services to be rendered under this Agreement:

(a) **No support for outdated versions of the licensed Program(s).** LUCEDA provides contractual support only for the current and immediately preceding version of the License File, and only when used with interoperable hardware that is included in LUCEDA-specified configurations (as disclosed to LICENSEE from time to time).

(b) **No Hardware and Network Maintenance and Support.** This Agreement does not include hardware and network maintenance and support. Any support or maintenance services involving hardware or network related problems will be subject to LUCEDA's standard service rates unless the products are covered by an appropriate contractual hardware or network support service agreement.

(c) **No access to any new module and additional capacity** that was not covered by the applicable LICENSE AGREEMENT.

(d) **No further professional assistance**. This Agreement does not cover further professional assistance both in terms of problem analysis for submission to the simulation, to aid modeling choices, computing service, application development or algorithms. Such assistance can however be covered through additional consulting service agreements between LUCEDA and LICENSEE.

(e) **Programs that have been modified by LICENSEE** are not covered by the Agreement.

(f) **No formal LICENSEE education courses.** The LUCEDA support service is not a substitute for any formal LICENSEE education course.

(g) **Improper use.** The Services do not cover support or problem-fixing for issues caused by (a) improper use, installation misuse, neglect, accident, fire or other hazard, (b) any

breach of this Agreement or the LICENSE AGREEMENT by LICENSEE, (c) unauthorized alterations, modifications or enhancements to the Program, (d) using the Program or any third party software working with the Program, without respecting the hardware and software requirements as set out in the LICENSE AGREEMENT, (e) LICENSEE's attempt to fix the Program itself, or any interventions by third parties in this respect; or (f) the installation of the Program on other computers or devices than approved Computers.

3.3   In the cases listed above, LICENSEE can request for LUCEDA's intervention, subject to payment for LUCEDA's services on a time and materials basis at LUCEDA's then-current rates plus any reasonable out-of- pocket expenses. LUCEDA remains free to decide whether to agree to provide such additional intervention.

4   PAYMENT

4.1   The fee and payment modalities for the Services will be specified in the applicable Quotation. The fee will be calculated as a fixed percentage of the official current price of the Programs that are being serviced.

4.2   Prices and fees are exclusive of Value Added Tax (VAT) and other applicable sales taxes or duties. Applicable taxes or duties, including but not limited to all taxes, charges or assessments, related to the ownership, sale, possession, rental, use, operation, lease and license of the licensed software, are due solely by LICENSEE.

4.3   Unless otherwise indicated in the Quotation, LICENSEE will pay all fees due within thirty (30) days of receipt of LUCEDA's invoice.

4.4   In the event of default of payment on the due date:

(a)   the outstanding amount shall by operation of law be increased by a late payment interest of 1% per month, as from the due date until the date of effective payment, without prejudice to any other rights which LUCEDA may claim;

(b)   LUCEDA is entitled to a lump sum indemnity to compensate for administrative costs resulting from the late payment, equal to 2% of the outstanding invoice amount; and

(c)   all outstanding payments and invoices not due from LICENSEE shall also become immediately payable to LUCEDA by operation of law and without prior notice of default.

5   PERFORMANCE OF SERVICES

5.1   The Services are provided by LUCEDA in accordance with the modalities and service levels disclosed on its website (https://www.lucedaphotonics.com/en/customer-support), as read and accepted by LICENSEE, and as a best-efforts obligation, without guaranteeing any outcome or result (e.g. in terms of error resolution). It is expressly accepted by LICENSEE that, under no circumstances LUCEDA represents or warrants that all Program errors can or will be remedied. LUCEDA DOES NOT WARRANT THAT OPERATION OF THE PROGRAMS WILL BE ERROR-FREE, SECURE OR UNINTERRUPTED, AND HEREBY DISCLAIMS ALL LIABILITY ON ACCOUNT THEREOF.

5.2   The Services will be provided in a professional manner within the reasonable possibilities of LUCEDA. Any software programs, maintenance documentation or other materials or goods

supplied by LUCEDA in the course of rendering the Services are provided "as is" without warranty that they will produce a particular result or offer a particular solution.

5.3 Complaints shall only be considered if they reach LUCEDA within eight (8) calendar days of performance of the Services at the contact details for escalation made available on LUCEDA's website (https://www.lucedaphotonics.com/en/customer-support). After this period, the Services provided shall be deemed to have been approved and definitively accepted. If the complaint is accepted, LICENSEE shall cooperate fully in resolving the problem. If the complaint is unfounded, the costs resulting from the complaint may be charged to LICENSEE.

5.4 LUCEDA will not be liable for:

(a) any unforeseeable, consequential or indirect damages, including but not limited to commercial losses, increase of expenses, loss of clientele, loss of databases or programs or actions and claims made by third parties;

(b) any damages arising out of the act, whether committed by fault or negligence or not, of LICENSEE or its personnel or independent contractors, the injured person or any person for whom LICENSEE or the injured person is responsible, including but not limited to any damages caused by the failure to observe any and all instructions, written or oral, provided by LUCEDA or caused by the use of LUCEDA products not in accordance with the written or verbal instructions of use provided by LUCEDA or by the use of the LUCEDA products for a purpose other than the intended or customary purpose for which the products are manufactured or developed;

(c) any damages recovered by third parties from LICENSEE; or

(d) any damages caused by hardware, software, other products or services furnished by others than LUCEDA and any damages caused by the products which have been modified or maintained by others than LUCEDA.

5.5 Without prejudice to clauses 5.4 and 5.6, LUCEDA's liability under this Agreement is hereby limited to compensation of the direct damages caused to LICENSEE only, if and insofar as LICENSEE furnishes evidence of such damages. In addition hereto, LUCEDA's liability for any claim related to the provision of Services will in all cases be limited to the amount of the services fee paid by LICENSEE to LUCEDA under this Agreement for the Maintenance Services or Support Services which are the subject matter of the claim.

5.6 In any event, the aggregate liability of LUCEDA under this Agreement will be limited to the amount of 100.000€ (one hundred thousand Euro).

5.7 The provisions of the foregoing clauses, including all limitations of liability, will apply and remain enforceable except and to the extent that any mandatory law or regulation, if applicable, provide otherwise. In such case, they will be automatically rewritten in such a way that they will be valid and enforceable, while remaining as close as possible to their initial intention.

5.8 LUCEDA shall not be liable for any failure or delay which arises out of causes beyond its control and without the fault or negligence of LUCEDA, including but not limited to natural disasters, riots, wars and military operations, national or local emergencies or emergency weather conditions, acts or omissions of public authorities, economic disputes of any kind, actions of employees, fire, telecom failures, epidemics or pandemics, bugs in third party software as well as any act or omission by a person or entity beyond the reasonable control of LUCEDA (such

as its own suppliers) (hereinafter: "**Force Majeure**"). LUCEDA's obligations shall be suspended for the duration of the Force Majeure. In the event the Force Majeure should last for a period greater than three consecutive (3) months, each Party will be entitled to suspend or terminate the Agreement without prior court intervention, without incurring any liability towards the other Party by reason of this suspension or termination.

5.9   LICENSEE will indemnify and hold LUCEDA harmless from and against any and all claims, demands, loss (financial or otherwise), damage, liabilities, costs, fees, increased taxes or expenses (including without limitation, court costs and reasonable attorneys' fees), which may be incurred or which may be claimed by any person arising out of or related to: (i) acts or omissions of LICENSEE, its directors, officers, employees or agents relating to the exercise of, or the failure to exercise, LICENSEE's obligations under this Agreement, or (ii) any breach of the terms of this Agreement, the LICENSE AGREEMENT, or any other agreement between LICENSEE and LUCEDA.

6   LICENSEE'S OBLIGATION TO COOPERATE

6.1   LICENSEE will purchase and keep operational the infrastructure necessary for the proper performance of the Services consisting of remote maintenance or support (telephone, e-mail, and/or internet connection).

6.2   LICENSEE shall ensure that only members of its personnel that are qualified and skilled to operate the Program(s) shall have access to and be allowed to operate the Program(s).

6.3   Error messages will always be reported in accordance with the procedure described by LUCEDA on its website (https://www.lucedaphotonics.com/en/customer-support). LICENSEE shall describe in detail the errors that have occurred, the program version and hardware configuration used and the system environment. If necessary, LICENSEE's employees shall provide assistance in detecting and resolving faults to the service staff instructed by LUCEDA. All questions of LUCEDA's service staff shall be answered without undue delay and all necessary information shall be provided at the first request of the service personnel.

6.4   Passwords or access numbers provided by LUCEDA for access to the Services must be kept confidential and appropriately protected against unauthorised access, misuse or loss. In the event of unauthorised access, misuse or loss, LICENSEE shall immediately notify LUCEDA thereof.

6.5   LICENSEE is responsible for the regular storage of its data. LUCEDA points out that data storage is particularly necessary for any maintenance measure. The data storage carried out must be made fully available to LUCEDA in the context of a maintenance request in order to enable LUCEDA to carry out a problem analysis. If LICENSEE does not make the stored data available to LUCEDA, LUCEDA will provide the best possible solution with the information available, without any commitment to results.

7   CONFIDENTIALITY

This agreement as well as all information provided in the context of this agreement (including but not limited to maintenance manuals, reports or change protocols) is subject to the same confidentiality obligations as set out in clause 5 of the LICENSE AGREEMENT, unless

superseded by a separate confidentiality or non-disclosure agreement entered into by the Parties.

8 TERM AND TERMINATION

8.1 This Agreement shall be effective as from the effective date as indicated in the applicable Quotation, and for the duration specified in the Quotation. It shall automatically expire at the end of such period, unless LICENSEE has notified LUCEDA in writing that it wishes to renew the provision of Services, in which case a new Quotation shall be made by LUCEDA, which will again be subject to the terms of this Agreement.

8.2 The Agreement will terminate automatically, without court intervention and without any notice or compensation when the LICENSE AGREEMENT terminates, for any reason whatsoever.

8.3 Each of the Parties may terminate this Agreement with immediate effect, without prior court intervention and without notice or any compensation, by written notice in the event of:

   (a) any bankruptcy, liquidation or any similar proceedings started against or voluntarily by the other Party, the appointment of a receiver for the other Party, the assignment of the other Party's assets for the benefit of its creditors, or in case of dissolution or discontinuation of the other Party's business or any other event which would have a similar effect; or

   (b) the other Party's failure to cure any default (other than LICENSEE's failure to pay) within thirty (30) days of receipt of written notice thereof from the non-defaulting Party.

8.4 In addition hereto, LUCEDA, at its sole discretion, may terminate this Agreement with immediate effect, without prior court intervention and without notice or any compensation, by written notice in the event of:

   (a) LICENSEE's failure to pay any amount due to LUCEDA, not being cured within ten (10) days after having received a notification to pay, sent by LUCEDA; or

   (b) LICENCEE becoming the subject of any applicable national or international economic sanctions or targeted export restrictions in the broadest sense, either (i) through LICENSEE being listed as a designated person, entity, or body, or (ii) through LICENCEE or its activities being specifically targeted by the provisions of any such applicable national or international economic sanctions or targeted export restrictions.

8.5 Termination shall not affect the Parties' obligation of confidentiality (as provided by clause 7 above) and shall not affect the Parties' rights which have accrued prior to termination, such as the right for LUCEDA with regard to the collection of fees owed.

9 MISCELLANEOUS

9.1 This Agreement constitutes the entire understanding between the Parties and supersede all prior communications, promises and proposals. In case of inconsistency between this Agreement and the terms of any purchase order or similar document submitted by LICENSEE, this Agreement shall prevail.

9.2 No modification of this Agreement will be binding to the Parties unless explicitly made in writing and signed by both Parties.

9.3   The invalidity or unenforceability of any (part of a) provision of this Agreement will in no way affect the validity or enforcement of any other provision or the remainder of the provision. Any invalid or unenforceable provision will be stricken, and this Agreement will continue in full force and effect as if the invalid or unenforceable provision had not appeared. Moreover, in such an event, the Parties shall amend the invalid or unenforceable provision(s) or any part thereof and/or agree on a new provision in such a way as to reflect insofar as possible the purpose of the invalid, illegal or unenforceable provision(s).

9.4   Neither Party shall assign, license or transfer to a successor, affiliate or any other person, firm or organization this Agreement without the other Party's prior written consent, which will not be unreasonably withheld. An assignee of either Party, if authorized hereunder, shall have all the rights and obligations of the assigning party as set forth in this Agreement.

9.5   Any notice with reference to this Agreement shall be validly made with respect to each of the Parties, when a registered letter is sent by mail or delivery to the other Party.

9.6   No failure or delay on the part of any Party in exercising any right under this Agreement will operate as a waiver of that right, nor will any single or partial exercise of any right preclude any further exercise of that right.

10   GOVERNING LAW AND JURISDICTION

This Agreement will be in all respects exclusively governed by and construed in accordance with the laws of Belgium, with exception of any conflict of law rules. The Courts of Ghent (Belgium) will have full and exclusive jurisdiction in all matters related to or arising out of this Agreement.

ANNEXES

I.   Description of Maintenance & Support Services

ANNEX I – DESCRIPTION OF MAINTENACE & SUPPORT SERVICES

1. Maintenance & Support Services will exclusively comprise the following

    (a)   Future Developments and Software Problem reporting. LUCEDA keeps track of all reported problems and enhancement requests and includes them in the planning for further software development.

    (b)   Delivery of updates and enhancements to existing capabilities provided by LUCEDA at regular intervals, bug fixes, solutions to known issues with the software version supported at this time, when such solutions become available to Luceda Photonics.

    (c)   Telephone Assistance will be available during normal office hours of the LUCEDA headquarters and consist of the provision of advice on the use of software, suggestions for problem-solving strategies and recommendations in software maintenance.

    (d)   Email - web assistance is covered through the email addresses found on our website (www.lucedaphotonics.com). In addition, the LUCEDA website provides a set of application examples.

    (e)   Portal access: http://support.lucedaphotonics.com

2. The following additional Services will be performed on the frequency as indicated below:

    (f)   None

    (g)   None

    All other Services will solely be provided after written request by LICENSEE.

3. Unless stated otherwise in writing, work arising from the Agreement shall be performed within the normal working days and working hours. Weekends, Belgian public holidays and the annual closing days of LUCEDA are expressly excluded. Service reports of the actions carried out shall subsequently be sent to LICENSEE by e-mail

4. Faults or other problems must be reported in writing to the support service of LUCEDA by sending a detailed description of the problem, the possible causes and any actions already taken to info@lucedaphotonics.com.

5. LUCEDA's s maintenance service and contact information can be found on https://www.lucedaphotonics.com/en/customer-support