

IP Agreement

This Agreement (the "Agreement") is made and entered into by and between
... (the "Buyer"), ...

AND

Orastron Srl unipersonale (the "Seller"), with registered/principal offices at Via Pasquale Voso, 20/D, 84043 Agropoli (SA), Italy, VAT ID IT05975760652.

I. Definitions

- "Confidential Information" shall mean any and all information – including but not limited to know-how, technical, practical, and commercial information (e.g., this agreement and its performance) – save as provided under (a)-(c), below.
 - a) Information, which a Party can show was in its possession before receiving it from the other Party.
 - b) Information, which a Party has received or will receive from a third party without restraints as to the disclosure thereof.
 - c) Information, which is known or which will become known to the general public other than by breach of the obligations herein contained.
- "Deliverable(s)" means all the Product(s) and any document (if due) to be delivered by the Seller to the Buyer pursuant to this Agreement, as stated in Exhibit A.
- "Effective Date" means the date on which this Agreement has been signed by both Parties.
- "Intellectual Property (IP)" means patents (including utility models), designs, copyright, trademarks, trade secrets, samples, and any other form of intellectual property protection recognized by the law of any applicable jurisdiction.
- "Models" refer to the mathematical models of the electrical, mechanical, and/or acoustical devices, as detailed in Exhibit A.
- "Module" shall mean a part of the Product design detailed in Exhibit A.
- "Patents" means all patents, including utility models, extensions, divisional, continuations, continuations-in-part, reexaminations, reissue and provisional patents as well as patent applications to the extent rights attach to such applications, worldwide under which patents or the applications therefore a party now has, or hereafter obtains, the right to grant a license or freedom from suit.

- “Product” means the product(s) (including Third Party Products and documentation) licensed/transferred to the Buyer under this Agreement, as described in Exhibit A and – if due under this Agreement – together with any corrections, updates, enhancements, and modifications thereto made available during the term of this Agreement.
- “Specifications” means technical and other attributes of the Deliverables as set forth in Exhibit A.

II. Recitals

- a) The Buyer is ...
- b) The Seller is a company that specializes in the research and development of digital signal processing algorithms for music applications.
- c) The Seller agrees to license/transfer to the Buyer the IP rights of a software product, linked to a new product/service related to music applications.
- d) The Buyer warrants that its representative is duly authorized, having the necessary authority to enter into this agreement on the Buyer’s behalf.
- e) The Seller is an independent Seller and nothing in this agreement shall imply any other relationships between the Parties – such as partnership, joint venture, co-ownership, employment, etc.

III. Terms and conditions

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

1. Product licensed/transferred

- 1.1. The Seller shall provide to the Buyer – as detailed in Exhibit A – a software Product (source code) with the specified requirements, features, and characteristics. The Buyer acknowledges these details as suitable for its commercial purposes.
- 1.2. The Seller shall be deemed to deliver the exact Product detailed in the Exhibit A; any other possible features of the Product (e.g., functionalities, updates, patches, etc.) – not agreed in writing between the Parties – are deemed excluded from the Seller’s work and liability.
- 1.3. Only the Buyer may realize/produce other products using the “Product’s code” (source code or object code).
- 1.4. Should the Product be modified by the Buyer directly or on its behalf, the Seller waives all rights and disclaims any liability only on the modified parts.

2. Payments

- 2.1. The Buyer will pay the license/transfer fees as specified in the Exhibit A, under any time and condition possibly stated in that Exhibit.

3. Intellectual property rights

- 3.1. Regarding Intellectual Property rights, the Parties agree on what detailed in Exhibit B, whether is an IP License or an IP Transfer about the Product and under which conditions.
- 3.2. The Buyer shall notify to the Seller any infringements of Product's copyrights, patent, trademarks, or trade secret rights, it is or becomes aware of.
- 3.3. The contractual license/transfer is activated (lawfully effective) upon Buyer's regular payment.
- 3.4. (Only) in case of split payment (e.g., in installments): the license/transfer is activated (lawfully effective) upon Buyer's first payment but it shall be immediately deactivated (not lawfully effective, being withdrawn) in case of any payment failure at scheduled deadlines dates – as stated in previous Section 2 and Exhibit A.

4. Seller's liability and support

- 4.1. The Seller shall perform its license/transfer as described in Exhibits A, and it will not be deemed liable for any possible law infringements (including third parties' rights) arising from following these directives and instructions.
- 4.2. The performance of this Agreement doesn't include any kind of support activities by the Seller on the Product – e.g., maintenance, update, fixing. The Seller shall be bound to fix Product's bugs only if due to wrong coding by the Seller; in this case, the Seller shall fix these bugs at a reasonable time (as deemed "reasonable" by the Seller), free of charge. Otherwise, the Parties shall agree in writing about different provisions.
- 4.3. In case of the Buyer's ceased business activity (bankruptcy, dissolution, liquidation, extinction, etc.), the Seller shall not be bound to any obligations or duties or liabilities arising from this Agreement.
- 4.4. The Seller shall not be bound responsible or liable for any Buyer's contractual or legal obligations or duties (included any supporting activities); the same is agreed for any possible third parties obligation or duty, including Buyer's customers or distributors.
- 4.5. The Buyer shall be solely responsible for reporting and paying the Buyer's own social costs, income and other taxes. All prices in Exhibit A are net of any local and foreign taxes and levies (such as import duties and licences).

5. Confidentiality

- 5.1. Each Party undertakes, without limitation as to time, not to disclose Confidential Information received from the other Party under the Agreement or to use such Confidential Information other than for the lawful and agreed purposes of this Agreement.

- 5.2. The Parties shall take all necessary precautions, reasonably calculated, to prevent unauthorized disclosure or use of Confidential Information. Notwithstanding the foregoing, a Party shall be entitled to disclose Confidential Information where this is required (i) by decision of any competent court, government body, or arbitral tribunal, or (ii) by virtue of stock exchange regulations or other applicable laws/regulations.
- 5.3. Other obligations and duties between the Parties are detailed in Exhibit B.

6. Force majeure

- 6.1. The Parties shall be relieved from liability for a failure to perform any obligation under the Contract during such period and to the extent that the due performance thereof is prevented or made unreasonably onerous by reason of any circumstance beyond its control, such as war, warlike hostilities, mobilization or general military call-up, civil war, fire, flood, labor disputes, lock-outs, blockades, shortage of supplies, change of legislation, pandemic, epidemic, or any other circumstance of a force majeure nature or otherwise beyond that Party's control.
- 6.2. In case a Party desires to invoke an event of force majeure, it shall give written notice to the other Party of the commencement and the cessation of such event as soon as possible, failing which the Party shall not be discharged from liability for any non-performance caused by such event. Both Parties shall make reasonable efforts to prevent and reduce the effect of any non-performance of the Contract caused by an event of force majeure.

7. Entire agreement and amendments

- 7.1. This Agreement, including all Exhibits hereto, constitutes the entire agreement between the Parties relating to the subject matter and supersedes all prior discussions, negotiations, and agreements, whether written or oral, relating to its subject matter.
- 7.2. Exhibit A "Product Specification" contains the functional specification of any deliverables, including the price, licensed/transferred under this Agreement.
- 7.3. Exhibit B "IP Details and NDA" contains further IP Rights and Confidentiality terms.
- 7.4. Any amendment to and/or adjustment in the Agreement shall be made in writing and shall be duly signed by authorized representatives of both Parties.

8. Disputes, ADR, and governing law

- 8.1. The Parties expressly agree on their intent to apply the Italian law to this Agreement, as well as to all relationships that are disciplined thereby, arising therefrom, derived therefrom, or otherwise related thereto, also with respect to its execution, termination, cancellation, withdrawal.
- 8.2. The Parties will attempt to resolve all disputes, claims, or controversies arising under or related to this Agreement or its subject matter or any right or obligation created by this Agreement (a "Dispute") through good faith negotiations conducted by the representatives of the Parties. The Party asserting the Dispute will give prompt notice to the other Party describing the Dispute in reasonable detail (the "Dispute Notice"). Discussions and correspondence relating to trying to resolve such Dispute shall be treated as confidential information developed for the purpose of settlement and shall be exempt from discovery or production and shall not be admissible in subsequent mediation, arbitration, or litigation.

- 8.3. If the attempt described under section 8.2 should fail, the parties will submit all disputes arising from or connected to this Agreement – including those relating to its interpretation, validity, efficacy, execution, and resolution – to the mediation attempt according to the provisions of the Italian Civil and Commercial Mediation Regulations of the Arbitration Chamber of Milan (<https://www.camera-arbitrale.it/it/mediazione/mediazione-civile-ecommerciale-d-lgs-28-2010.php?id=372>) that the parties expressly declare to know and fully accept (<https://www.camera-arbitrale.it/it/mediazione/mediazione-civile-e-commerciale-d-lgs-28-2010/regolamento-e-regolamentotelematico.php?id=488>). The parties undertake to attempt a mediation before starting any arbitration or judicial proceedings.
- 8.4. In case of disputes arising from this relationship and related judicial proceeding, the Court of Bologna (Italy) shall have exclusive jurisdiction, after the mediation attempt described in section 8.3.

9. General provisions

- 9.1. The Buyer agrees as of now that the Seller may assign this Agreement, in whole or in part, as well as its rights and/or obligations to third parties without the need for authorization and with the sole obligation of the Seller to give notice of such assignment at the Buyer's contact details.
- 9.2. The contractual rights of the Buyer under this Agreement are not assignable or transferable in any manner (except what is provided in Exhibit B).
- 9.3. This Agreement cancels and supersedes any previous verbal or written agreements between the Parties referring to the same purpose. Any amendment to the Agreement will be valid and binding only if proposed and approved in writing by the Parties.
- 9.4. In the event that one or more of the provisions of this Agreement prove ineffective, this shall not affect the applicability of the remaining provisions.
- 9.5. The Parties shall choose their address for service for all matters relating to this Agreement, including that of any judicial notices and communications and in order to notify, at the addresses stated in this Agreement header. Each Party shall promptly notify any other changes of address to the other Party. The communication related to this Agreement's performance shall be valid if performed by written signed statement or email to contact details stated in the header.
- 9.6. The existence of any other additional contracts or agreements between the Parties shall not result into their connection to this Agreement; therefore, each of these agreements shall remain separate and independent, unless a contract or agreement explicitly and functionally links to another (also in case of Exhibits to this Agreement), but always within the limits of its correct literal interpretation.
- 9.7. The Buyer declares to have read and understood the attached privacy notice about the processing of its personal data or third parties' personal data related to the Buyer.
- 9.8. This agreement enters into force on the day on which the last Party signs. The contractual obligations of the Parties (e.g., confidentiality restrictions) shall survive the term/termination of this Agreement.

Under Rules 1341 and 1342 of the Italian Civil Code, the following clauses are explicitly agreed by the Buyer:

- 3 - INTELLECTUAL PROPERTY RIGHTS
- 4 - SELLER'S LIABILITY AND SUPPORT

- 5 - CONFIDENTIALITY
- 6 - FORCE MAJEURE
- 7 - ENTIRE AGREEMENT AND AMENDMENTS
- 8 - DISPUTES, ADR, AND GOVERNING LAW (and Bologna as exclusive Court)
- 9 - GENERAL PROVISIONS
- EXHIBIT B - IP DETAILS AND NDA

This Agreement has been executed in two (2) originals of which the Parties have taken one original each.

| | |
|----------------|---------------------------|
| Buyer's name | Orastron Srl unipersonale |
| Place and date | Place and date |
| Signature | Signature |

Exhibit A – Product specification

| | |
|----------------|---|
| Product | Orastron Brickworks, versions 1.x.y, as they are released |
| Fee | 3,000.00 € |
| Payment | One installment, within 30 days from the invoice date |

All prices are net of any local and foreign taxes and levies (such as import duties and licences).

| | |
|----------------|---------------------------|
| Buyer's name | Orastron Srl unipersonale |
| Place and date | Place and date |
| Signature | Signature |

Exhibit B – IP details and NDA

1. Product IP license

1.a) Product source code

The Seller will retain any and all exclusive IP rights on the Product and its source code.

The same applies to any contractual Deliverables provided by the Seller.

1.b) IP license

The Seller grants to the Buyer:

1. The right to use all or part of the source code in any Buyer's software and/or hardware product, provided that any such product is marketed directly under a trademark that is fully owned by the Buyer;
2. The right to sell, manufacture, market, distribute, and similar activities, related to the Buyer's products.

1.c) Non-exclusivity

The Seller may grant the same or similar Product licenses to third parties.

1.d) License term

Unlimited.

1.e) Territory

Worldwide.

1.f) Buyer's forbidden activities

1. Sub-licensing contractual rights on the Product's source/object code to third parties;
2. Using the Product in any ways that may constitute competition against the Seller's business activity (same or similar to this Agreement);

3. The Buyer may grant any licenses to its customers about its products including the Product's code. The Buyer's licenses to its customers shall not grant (and explicitly forbid) any rights to produce/realize any derived products and shall not grant (and forbid) any rights to grant sub-licenses about the Seller's product (including the Product's code).

1.g) Termination/sell-off Buyer's duties

Upon expiration/termination of this license, the Buyer shall immediately stop any usage of the Seller's Product, destroying or returning to the Seller any copies/reproductions of the Product in the Buyer's availability, informing involved third parties that this license has expired.

1.h) Other terms

1. The Buyer acknowledges that the Seller builds products that sell into a similar marketplace.
2. This Agreement does not limit, in any way, the Seller's rights to make and sell his own products or limit the Seller from working with other third parties on future products, including software functionalities similar to the Product's functionalities.
3. The Seller acknowledges that the Buyer has the right to make use of the Product's Modules in its future products.

2. Confidentiality further terms

2.a) Seller's obligations and duties

The Seller may disclose and make available to the public its contractual relationship to the Buyer's name and products/services.

OR

The Seller shall not disclose and make available to the public its contractual relationship to the Buyer's name and products/services.

OR

The Seller may disclose and make available to the public its contractual relationship to the Buyer's name and products/services after ... months/years, commencing as of the ...

2.b) Buyer's obligations and duties

The Buyer may disclose and make available to the public its contractual relationship to the Seller's name and products/services.

OR

The Buyer shall not disclose and make available to the public its contractual relationship to the Seller's name and products/services.

OR

The Buyer may disclose and make available to the public its contractual relationship to the Seller's name and products/services after ... months/years, commencing as of the

In case of forbidden disclosure, the disclosing Party shall ask prior permission of the other Party to disclose any information related to the details of its involvement.

2.c) In case of allowed disclosure of other party's name / product and services / confidential information

1. The Seller will be credited and its Product will be mentioned in the owner manual of the Buyer's products and in the about section of the Buyer's products, if any.
2. The Buyer grants to the Seller the permission to disclose the fact that its Product was used by the Buyer and which Buyer's products use the Product, after the releases of such products.
3. Prior to the release dates, the Seller must ask prior permission to the Buyer to disclose this information.

| | |
|----------------|---------------------------|
| Buyer's name | Orastron Srl unipersonale |
| Place and date | Place and date |
| Signature | Signature |

Privacy notice

ex Artt. 13-14 Reg. EU 2016/679 (“GDPR”) – January 2023

Premises

In compliance with EU Reg. 2016/679, Italian Legislative Decree 196/2003, and related regulations, in order to correctly manage the contractual relationship, Orastron srl unipersonale (Data Controller) may process your personal data (if concerning a legal person, also in relation to natural persons who are workers or similar positions in the other Party) for the purposes and in the manner specified below.

| Purposes | Legal basis and consequences in case of refusal | Retention period |
|---|--|--|
| a) agreement and performance of the contractual and pre-contractual relationship, with related administrative and accounting purposes, including possible double opt-in verification process; included are nickname, avatar, comments and any other information/content you are allowed to publish on the Website | performance of a contract , in case of refusal it will not be possible to agree and perform the contract | up to three months after the termination of the contractual relationship or the pre-contractual requests; about avatar, nickname, comments, and any other information you published on the Website, they shall not be deleted after the contractual termination unless for compelling reasons (e.g., law infringement) |
| b) compliance with laws or regulations, including for administrative and accounting purposes relating to contractual performance (e.g., compliance with copyright to be recognised as an author) | regulatory obligation , in case of refusal the penalties provided for by the law will apply, so there will be no contractual relationship | up to the duration foreseen by the applicable laws |
| c) establishment, exercise, or defence of legal claims | legitimate interest pursued by the Data Controller , considered overridden pursuant to Article 21 GDPR | for a maximum of 10 years pursuant to art. 2946 of the Italian Civil Code or up to the maximum prescription term |
| d) IT security and networks security | legitimate interest pursued by the Data Controller , considered overridden pursuant to Recital 49 GDPR | for a maximum of 6 months unless further use for rights’ protection |

| Purposes | Legal basis and consequences in case of refusal | Retention period |
|---|---|--|
| e) reproduction and usage of the image and/or the voice and/or the name (if applicable) | explicit consent , in case of refusal it will not be possible to have a contractual relationship | for the entire duration of the contents exploitation incorporating the image and/or the voice and/or the name, except for the possible withdraw of the consent |
| f) marketing online communication via e-mail, newsletter, etc., about Orastron business activity and products | consent , in case of refusal it will not be possible to receive marketing communications | for a maximum of 24 months, unless consent withdraw; in case of newsletter, until consent withdraw |

A) Processing Methods

In general, the processing will be carried out using hardcopy, IT, telematic, or other telecommunications systems, in order to guarantee the security and confidentiality of the data, as well as full compliance with the law.

Data Categories: common data (excluding special data – e.g., health data – or relating to criminal convictions and offences; if you provide any kind of not requested data, the Controller shall not process them except deletion); possibly (if required by Controller website feature, as avatar or nickname) also the image, the nickname, and your comments/texts/contents as provided by you.

Data Sources: the data subject (you).

B) Data Recipients

The data will not be disclosed but may be communicated to recipients of data processor or separate controllers or joint-controllers, in particular:

- a. in case of payment, to the banking or payment services which are used for payment transactions, as well as to their operating employees, for administrative and accounting management of the contract/report, and for the checks concerning the payments performance purposes only;
- b. to companies and professional advisors or consultants or services of Data Controller carrying out its business activities, in particular lawyers, tax and employment advisors, auditors, shippers, IT and security consultants, IT and application service providers (also for cloud storage and e-mail; for the cloud and e-mail services our provider is Serverplan Srl società unipersonale, with headquarters in Italy);
- c. to any contractors and subcontractors for the contractual performance, as well as the contractors who collaborate with the Data Controller for contractual duties;
- d. to public bodies or legal authorities if imposed by applicable regulations or following a request by the authority itself;

- e. in case of image/avatar, nickname, comments and any other similar information/content you may provide and publish on the Website, **they may be disseminated and disclosed to any Internet users or registered Website users**, case by case as previously alerted/notified by the Controller on the Website.

Unless otherwise indicated, the recipients will not be established outside the European Community or in any case in countries that not ensure an appropriate level of protection. The data will not be transferred or processed outside the European Community or any other place deemed not appropriated; in case of extra-UE data transfer, they shall comply with articles 45-49 GDPR; if appropriate safeguards are applied, e.g., standard contractual clauses, they may be completed by supplementary measures.

C) Third-Party Data

If you are a natural person, what is provided here applies to the processing of your personal data. In case of third parties data provided by you, you warrant that these natural persons have been made aware of this notice, delivering it to them in durable medium and collecting the relative consent (if due), holding harmless the Data Controller from any third party liability or claim.

D) Rights Pursuant to Articles 15-22 GDPR

You can exercise the following rights at any time:

- a. the right to request access to personal data to Data Controller, requesting confirmation of their existence as well as the rectification or erasure or the restriction (temporary) of processing that concerns the data;
- b. **THE RIGHT TO OBJECT AT ANY TIME TO PROCESSING FOR REASONS CONNECTED WITH HIS/HER/ITS PARTICULAR SITUATION IN THE EVENT OF: I) NECESSARY PROCESSING FOR THE EXECUTION OF A TASK CARRIED OUT FOR REASONS OF PUBLIC INTEREST OR II) LEGITIMATE INTEREST;**
- c. in case of given consent for one or more specific purposes, the right to withdraw this consent(s) at any time;
- d. the right to data portability (if the legal basis is contractual performing or consent) by request to the Data Controller, by means of communication of a file in .CSV format, or similar interoperable open format, or in the format originally used by you, depending on the kind of data;
- e. the right to lodge a complaint with the following Supervisory Authority: Garante per la Protezione dei Dati Personali (<https://www.garanteprivacy.it/>) if in Italy; in any case, the right to alternatively lodge a complaint with the competent data protection authority of the Member State where the data subject habitually residence, place of work, or the place where the alleged infringement.

The processing takes place by automated means which do not determine the profiling of the data subjects.

E) Data Controller

Orastron srl unipersonale, registered office in Via Pasquale Voso, 20/D — 84043 Agropoli (SA), Italy, VAT ID IT05975760652, e-mail: info@orastron.com.

| | |
|----------------|---------------------------|
| Buyer's name | Orastron Srl unipersonale |
| Place and date | Place and date |
| Signature | Signature |