

STELLAR ASSET TRACKING API SERVICES AGREEMENT FOR DEVELOPERS

This Stellar Asset Tracking API Services Agreement for Developers (this "Agreement") is made between ALE INTERNATIONAL ("ALE"), with a principal place of business at 32 avenue Kleber, 92700 Colombes, France, and you, the Company (as such term is defined below). If you are an individual accepting this Agreement on behalf of a legal person/entity, then you hereby represent that you have proper legal authority to enter into this Agreement on that legal person's behalf and that this legal person is legally bound by the terms of this Agreement, unconditionally and irrevocably. This Agreement is entered subsequently to the Company Developer Agreement entered between the parties hereto within the ALE Stellar Asset Tracking Developer Center API (the "Company Developer Agreement"). Read this Agreement carefully before accepting or accessing/using the Stellar Asset Tracking API services (as such term is defined below). By clicking on the "Accept" button within the Stellar Asset Tracking API services available through the API portal you agree to the terms and conditions of this Agreement on behalf of the Company. If the legal person you represent do not agree to all of the terms and conditions of this Agreement, then promptly click on the "Decline" or "I Do Not Accept" button. Without prejudice to the foregoing, as an alternative to an acceptance through click, this Agreement may be incorporated into a mutually signed hard copy. Furthermore, you, the Company agree that your access to and use of the Stellar Asset Tracking API services acknowledge that the Company have read this Agreement, understand it, and agree to be bound by its terms and conditions.

1. General. This Agreement governs Company's use of the Stellar Asset Tracking API services, as defined below. This Agreement consists of (i) the terms and conditions herein, (ii) the commercial offer issued (if any) by ALE to Company (the "Commercial Offer"), (iii) the Use Policy (the "Use Policy") attached to the Stellar Asset Tracking API Developer Agreement).

This Agreement constitutes the entire agreement between ALE and Company to the Stellar Asset Tracking API services and supersedes all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, agreements and communications, whether oral or written, between ALE and Company relating to this subject matter (API). For the sake of clarity, this Agreement is the separate agreement referred to in Section 3 paragraph (b) of the Company Developer Agreement which remains in full force and effect pursuant to its terms and conditions. Except as otherwise expressly stated herein, no amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by each party hereto. To the extent applicable (in case of mutually signed hard copy) a scanned copy of this Agreement signed by an authorized representative of either Party shall have the same force and effect as an original.

2. Definitions.

(a) **"Company"** means the legal person/entity accessing to Stellar Asset Tracking API services either through the Stellar Asset Tracking Developer Center API portal for accessing to and using the Stellar Asset Tracking services, as such access and use has been authorized by ALE under and subject to the terms and conditions of this Agreement.

(b) **"Company Device(s)"** means any and all devices and/or applications that are owned or licensed by Company, which devices access, communicate or interoperate with the Stellar Asset Tracking API service of ALE.

(c) **"Developed Works"** means the software code (including without limitation the application or integration) developed by Company using the Developer Materials under the Company Developer Agreement, which software code enables Company Devices to access, communicate or interoperate with Stellar Asset Tracking API service solely through ALE proprietary interface elements and/or application programmable interfaces ("API").

(d) **"Documentation"** means applicable technical specifications of the Stellar Asset Tracking API service made available to Company under this Agreement at developer.omniaccess-stellar-asset-tracking.com.

(e) **"Developer Materials"** has the meaning ascribed to it in the Company Developer Agreement.

(f) **"Party"** means either ALE or Company and **"Parties"** means collectively ALE and Company.

(g) **"Stellar Asset Tracking API services"** means the commercially available real-time location cloud-based platform solution marked by ALE from the Stellar Asset Tracking API portal as further described in the Documentation.

(h) **"User"** means any person enabled by or for Company to use the Company Devices embedding the Developed Works accessing, communicating or interoperating with Stellar Asset Tracking API services.

3. Stellar Asset Tracking API services – Conditions of use

(a) **Right to use.** Subject to the provisions of this Agreement (including without limitation the conditions set forth in Section 4 (Restrictions)), ALE grants to Company a personal, non-exclusive, non-transferable, terminable right to use and/or have Users using the Stellar Asset Tracking API services in connection with the Company Devices embedding the Developed Works for the term of this Agreement as specified below.

(b) **Scope of use.** The right to use the Stellar Asset Tracking API services is granted solely (i) within the Company's own internal business operations which may include the provision of Company's service(s) to its User customers, and/or (ii) within marketing and reselling activities of the Company Devices embedding Developed Works to its User customers. The foregoing is subject to all related Use restrictions set forth in paragraph (d) below and for Company's marketing/distribution activities if any identified in the Commercial Offer.

It is the Company's or the Users' sole responsibility, as the case may be, to (i) obtain and operate all system (e.g. network, communication equipment, bandwidth required to deliver the Stellar Asset Tracking API services) needed to connect, to access or otherwise use the Stellar Asset Tracking API services, (ii) maintain the proper functioning, the integrity and security of such system, and (iii) to bear all related costs, expenses and charges.

(c) **Term.** This Agreement including right to use pursuant to paragraph (a) above starts on the date of the Company's acceptance to this Agreement as set forth above and continues until the end of the term specified (the "Term").

(d) **Use restrictions.** Company shall not, use or allow the Stellar Asset Tracking API services to be used in any manner prohibited under the Use Policy. Furthermore, Company shall not, directly or indirectly, without the prior written consent of ALE: (i) distribute, disclose, market, sell, rent, lease, assign, sublicense, pledge, encumber or otherwise transfer or make available the Stellar Asset Tracking services, or rights granted under this Agreement, as applicable, in whole or in part, to any third party except as expressly permitted herein; (ii) remove or alter any copyright, trademark, trade name, confidentiality or other proprietary notices, legends, symbols or labels appearing on or in copies of the Documentation; and (ii) take any action that jeopardizes ALE's, its affiliates, suppliers and licensors' confidential or proprietary information or acquire any intellectual property right in the Stellar Asset Tracking API services or in anything else shared with or made available by ALE to Company.

With regards to any Company's marketing and reselling activity of the Company Devices embedding Developed Work, Company shall execute with each User an agreement that contains terms and conditions that are no less restrictive than all of the following provisions:

(i) User shall use the Developed Works and the related Stellar Asset Tracking services solely for its own internal business operations with the applicable terms of the Use Policy which will be made known by Company to User;

(ii) User shall not resell or retransmit the Developed Works, create a derivative of the Developed Works in any form, decompile, disassemble or

reverse engineer the Developed Works or any portion of the Developed Works or otherwise depart from any and all use restrictions herein;

(iii) ALE and its suppliers make no warranty to User under such sublicense agreement, whether express, implied or statutory, and ALE disclaims any implied warranties of merchantability or fitness for a particular purpose; and

(iv) ALE is not liable to Users for any loss or damage arising out of such sublicense agreement, including without limitation, direct, economic, consequential, indirect or special damages (including without limitation, any lost revenues or profits).

4. Proprietary rights - Personal Data.

(a)ALE proprietary rights. Notwithstanding anything to the contrary in this Agreement, ALE retains all rights, title and interest, including without limitation, all patent rights, copyrights, trademarks and trade secrets, in and to the Stellar Asset Tracking services, the Documentation and other ALE Confidential Information, including without limitation, any copy or portion thereof. Company shall have only those rights in or to the Stellar Asset Tracking API services and the Documentation expressly granted to Company pursuant to this Agreement.

(b)Security and data privacy. ALE is committed to protecting and processing all personal information if any provided to ALE under this Agreement to benefit from Stellar Asset Tracking API services. Consequently, ALE will take reasonable precautions to protect and process such personal information in compliance with the applicable law as further specified in the ALE applicable privacy notice.

As key party in collecting, using, retaining/storing, accessing and/or disclosing its employees/agents', its business partners' or its own customer's personal data, the Company commits to strictly comply and abide by the ALE data privacy policy and all applicable data protection laws. In addition, Company shall cause its employees/agents, business partners or Users as data controller, to comply with ALE's data privacy notice and with applicable data privacy laws.

5. Warranty.

ALE warrants to Company that the Stellar Asset Tracking API services will function substantially as detailed in the Documentation. If API Service doesn't function as per the documentation, ALE shall make its best effort to (i) to modify the Stellar Asset Tracking API services to substantially conform to the service descriptions set forth in the Documentation; or (ii) to provide a workaround solution that will reasonably meet Company's requirements, (i) or (ii) to be performed as per the Service Level Agreement attached to this Agreement as Exhibit 1 (the "SLA").

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE STELLAR ASSET TRACKING API SERVICES AND THE DOCUMENTATION ARE PROVIDED "AS IS". ALE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY, QUIET ENJOYMENT, TIMELINESS, COMPLETENESS, OR ACCURACY. WITHOUT LIMITING THE FOREGOING, ALE DOES NOT WARRANT THAT ACCESS TO OR USE OF THE STELLAR ASSET TRACKING API SERVICES OR MATERIALS PROVIDED BY ALE WILL BE UNINTERRUPTED OR FREE OF ANY ERROR, BUG, OMISSION, MISTAKE, VIRUS, TROJAN HORSE. IN ADDITION, DUE TO THE CONTINUAL DEVELOPMENT OF NEW TECHNIQUES FOR INTRUDING UPON AND ATTACKING NETWORKS, ALE DOES NOT WARRANT THAT THE STELLAR ASSET TRACKING API SERVICES AND ANY SERVER HOSTING THE STELLAR ASSET TRACKING API SERVICES WILL BE FREE OF VULNERABILITY TO UNAUTHORIZED ACCESS, UNLAWFUL INTRUSION OR ATTACK.

SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO COMPANY. IF THE

IMPLIED WARRANTIES ARE NOT ALLOWED TO BE EXCLUDED IN THEIR ENTIRETY, COMPANY AGREES THAT THEY WILL BE LIMITED TO THE GREATEST EXTENT AND SHORTEST DURATION PERMITTED BY LAW.

6. Liability.

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, REGARDLESS OF THE FORM OR CAUSE OF ACTION WHETHER IN CONTRACT OR TORT OR THE NUMBER OF CLAIMS, AND WHETHER IN RESPECT OF A BREACH OF CONDITION OR FUNDAMENTAL TERM OR A FUNDAMENTAL BREACH: (A) NEITHER ALE NOR ANY OF ALE'S SUPPLIERS OR LICENSORS SHALL HAVE ANY LIABILITY TO COMPANY FOR ANY ECONOMIC, CONSEQUENTIAL, DIRECT, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY LOST REVENUES OR PROFITS) ARISING OUT OF THIS AGREEMENT. THE FOREGOING EXCLUSION OF LIABILITY SHALL NOT APPLY TO BREACH BY ALE OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 8 HEREIN AND OTHERWISE SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW TO THIS AGREEMENT.

BECAUSE SOME COUNTRIES/STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIABILITY BUT MAY ALLOW LIABILITY TO BE LIMITED, IN SUCH CASES, THE LIABILITY OF ALE, ITS SUPPLIERS OR LICENSORS SHALL, UNDER THIS AGREEMENT, WHICHEVER THE NUMBER OF CLAIMS, BE LIMITED IN THE AGGREGATE TO TEN EUROS OR THE EQUIVALENT AMOUNT IN US DOLLARS AT THE TIME THE CLAIM IS MADE WHETHER OR NOT THE RELATED DAMAGES ARE FORESEEABLE AND WHETHER OR NOT ALE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

COMPANY ACKNOWLEDGES AND AGREES THAT ALE IS NOT A MEDICAL CARE API PROVIDER AND THE OMNIACCESS STELLAR ASSET TRACKING API SERVICE IS AN INFORMATION TOOL ONLY AND IS NOT A SUBSTITUTE FOR PROFESSIONAL JUDGMENT OF HEALTHCARE PROVIDERS IN DIAGNOSING AND TREATING PATIENTS. COMPANY SHALL INDEMNIFY ALE AND ITS AFFILIATES FULLY AND HOLD ALE AND ITS AFFILIATES HARMLESS AGAINST ANY LOSSES OR LIABILITY IN CONNECTION WITH ANY CLAIM ARISING DUE TO THE USE OF THE STELLAR ASSET TRACKING API SERVICE FOR PURPOSES OF DIAGNOSIS OR TREATMENT. THE SERVICE IS NOT INTENDED FOR USE IN A MEDICAL EMERGENCY.

7. Confidentiality.

For the purpose of this Agreement, "ALE Confidential Information" means all information and material shared with or made available to Company by or for ALE in connection with this Agreement and the use of the Stellar Asset Tracking API services (whether in writing, or in oral, graphic, electronic or any other form) that is marked as (or provided under circumstances reasonably indicating it is) confidential or proprietary. ALE Confidential Information may include valuable intellectual property and Company agrees to hold all ALE Confidential Information in strict confidence and not disclose any ALE Confidential Information to any third party, other than to its employees or agents who need to know such information to perform Company's obligations or exercise Company's rights hereunder and who are bound by restrictions regarding disclosure and use of such information comparable to and no less restrictive than those set forth herein.

The foregoing restrictions on disclosure shall not apply with respect to any ALE Confidential Information which (i) was or becomes publicly known through no act or omission of Company; or (ii) Company is legally compelled to disclose.

8. Termination.

(a) Either Party may terminate this Agreement by notice if the other Party (i) commits a material breach of this Agreement and such breach, if capable of being cured, is not cured within thirty (30) days of a notice of termination. This Agreement may be terminated immediately upon notice by ALE to Company if Company: (A) breaches, does not comply or otherwise violates Sections 4 (a) (ALE proprietary rights), 8 (Confidentiality) or 10 (b) (Compliance with law); (B) terminates or suspends its business; (C) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors or becomes subject to direct control of a trustee, receiver or similar authority; or (D) becomes subject to any bankruptcy or insolvency proceedings or orders. In addition to any other appropriate equitable relief (which shall be available without the necessity of proving actual damages) or remedies it may have at law, if ALE has terminated this Agreement pursuant to this Section 9(b), it shall be entitled to revoke the right to use granted.

(b) In case of expiry or termination of this Agreement for whatever reason, it is the Company's and/or Users' sole responsibility, as the case may be, to take necessary action for retrieving all its(their) data and documents from the Stellar Asset Tracking API services (where applicable) prior to the expiry or termination date.

(c) Upon any termination or expiration of this Agreement, all right to use granted hereunder shall terminate and Company shall promptly (not to exceed ten (10) days) deliver to ALE or destroy all copies of ALE Confidential Information, including without limitation, all extracts of the foregoing and shall furnish to ALE within the same time period an affidavit signed by an officer of Company certifying that that such delivery or destruction has been fully effected.

(d) The following provisions of this Agreement shall survive the expiration or any termination of this Agreement in accordance with their terms: Sections 1 (General), 2 (Definitions), 4 (Proprietary Rights Personal Data), 5 (Warranty), 6 (Liability), 7 (Confidentiality), 8 (Termination), and 9 (Miscellaneous). Termination of this Agreement by either Party shall not act as a waiver of any breach of this Agreement and shall not act as a release of either Party from any liability for breach of such Party's obligations under this Agreement. Neither Party shall be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement by a Party shall be without prejudice to any other right or remedy of such Party under this Agreement or applicable law.

9. Miscellaneous.

(a) **Applicable Law – Forum.** This Agreement shall be governed by the laws of France, without regard to its choice of law provisions. Any dispute arising out of or relating to this Agreement which cannot be amicably settled by the Parties shall be finally settled by the competent courts of Paris, France.

(b) **Compliance with Law.** Company is responsible for ensuring that its use of the Stellar Asset Tracking API services and the Documentation is in accordance with laws and regulations that apply to Company and its business or industry.

Company undertakes to apply, including through its own corporate policy, standards similar to those set out in sections A through E of the latest applicable Electronics Industry Citizenship Coalition Code of

Conduct (“EICC Code of Conduct”) with respect to its business including the performance of this Agreement as such relates to labor, environmental health and safety (EH&S), and ethics. Further, Company shall comply with such laws and regulations governing use, export, re-export, and transfer of the Stellar Asset Tracking API services, the Documentation and/or the Company Devices including the Developed Works and will obtain all required local and extraterritorial authorizations, permits or licenses. Company acknowledges and agrees that the Stellar Asset Tracking API services may not be provided or made available, and Company shall not permit the Stellar Asset Tracking API services to be provided or made available such as to or through Users, either directly or indirectly, (i) to any country subject to United States or France trade sanctions, to individuals or entities controlled by such countries, or to nationals or residents of such countries other than nationals who are lawfully admitted permanent residents of countries not subject to such sanctions; or (ii) to any person (a) that is on one of the then current various United States Government restricted lists or similar lists of any other relevant States or Governments because such entity, organization or individual has violated export control regulations, is engaged in proliferation activities, is involved in terrorism, is designated nationals of embargoed countries, etc. or, otherwise, (b) that has violated any law, directive, ordinance, decree or regulation leading to trade and/or export control sanctions. Company warrant that neither it, any of its affiliates, or any User are on any government-issued list of restricted persons or entities including the US Commerce Department Entity List, Denied Persons List or Unverified List, the Treasury Department Specially Designated Nationals and Blocked Persons List, and the State Department Debarred Parties List.

(c) **Assignment.** Except if expressly permitted herein, Company may not assign any of its rights, or delegate any of its obligations, under this Agreement, without the prior written consent of ALE. Such prior written consent is not required if assignment is made to any subsidiary company of Company.

(d) **Company's business partners.** Company takes full responsibility for ensuring that all of its personnel, third party business partners, Users, and all other third parties that access or use the Stellar Asset Tracking API services in connection with the right to use granted herein to Company comply with this Agreement and will be liable for their acts and omissions. Company shall defend, indemnify and hold ALE, its affiliates, its suppliers and licensors, and their respective officers, directors, employees and agents harmless from and against any and all claims, damages, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from or in connection with: (i) all matters related to the Company's use of the Stellar Asset Tracking API services in violation with the terms of this Agreement. Without prejudice to the foregoing, ALE reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by the Company, Company hereby agreeing in such case to cooperate with ALE defense of the claim.

(e) **Audit.** During the term of this Agreement and for two years after its termination or expiry, ALE or its audit-related agents shall, upon ALE's request, have access to any books, documents, records, papers, or other materials of the Company related to this Agreement. The Company shall accordingly maintain such books, documents, records, papers, or other materials and ensure they will be available to ALE throughout and up to the expiry of ALE's audit period right.

Exhibit 1 **SPACEWALKERS STELLAR ASSET TRACKING API** **Service Level Agreement**

ALE shall make Stellar Asset Tracking API Services available 99.5% of the time, except as provided below.
(Total – Downtime – Excluded downtime) / (Total – Excluded downtime) > 99.5%

SLA of 1 day to answer Developer Center Forum Community