OMNIACCESS STELLAR ASSET TRACKING DEVELOPER CENTER API

DEVELOPER AGREEMENT

This Developer Agreement (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 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 Developer Materials (as defined below). By clicking on the "Accept" button within the ALE Stellar Asset Tracking Developer Center API portal you agree to the terms and conditions of this Agreement for yourself and on behalf of the legal person that you represent. If you or 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 on-line 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 Developer Materials acknowledge that the Company has read this Agreement, understand it, and agrees to be bound by its terms and conditions.

1. General. This Agreement governs Company's use of the Developer Materials, as defined below. This Agreement consists of (i) the following terms and conditions and (ii) the Stellar Asset Tracking Developer Center API Use Policy attached hereinafter (the "Use Policy"). The provisions of this Agreement shall supersede any conflicting provisions otherwise presented to ALE within the Company's registration process.

This Agreement constitutes the entire agreement between ALE and Company concerning the subject of Stellar Asset Tracking Developer Center API for access and use of the Developer Materials and supersedes all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, agreements and communications, whether oral or written, between the ALE and Company relating to this subject matter. 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. To the extent applicable (if 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 itself through the Stellar Asset Tracking Developer Center API portal for using the Developer Materials, as such access and use has been authorized by ALE under and subject to terms and conditions of this Agreement.

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

(c) **"Developed Works"** means the software code (including without limitation the application or integration) developed by Company by using the Developer Materials, which software code enables Company Devices to access, communicate or interoperate with the 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"** means ALE tools, in object code (and clear text formats if applicable) only (which may include modifiable script files which shall not be modified by Company), and Documentation, made available by ALE to Company for the purpose of this Agreement. Developer Material excludes (i) any ALE API or SDK that is not obtained under this Agreement, (ii) any ALE API or SDK that has not been productized for external use by ALE and (iii) any features or functionality not explicitly set forth in the Documentation.

(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) **"Subcontractor"** means a third Party entity or individual independent contractor whom, where appropriate, Company contracts to perform on its behalf the authorized development activities set forth in this Agreement to create, debug and/or test Developed Works; provided that (i) such third Party shall not be a competitor of ALE; (ii) Company shall bind such third Party by restrictions regarding disclosure and use of Proprietary Information that are no less restrictive than those set forth herein; (iii) and Company shall ensure that such third Party delivers to Company: (A) the Developer Materials, (B) the Developed Works and (C) all information, documentation and materials (including without limitation, source code) relating to the Developed Works, (the requirements of this Section 2(f) collectively, "Additional Subcontractor Requirements"). Company shall be entitled to replace the Subcontractor subject to each of the foregoing conditions, including without limitation, the Additional Subcontractor Requirements.

3. License Grants.

(a) Development Rights. Subject to the provisions of this Agreement (including without limitation, all of the conditions set forth in Section 4 (Restrictions), ALE grants to Company a personal, non-exclusive, non-transferable, terminable right, without any right to delegate such right (except as expressly permitted herein), to permit its employees or a Subcontractor to use the Developer Material and solely in accordance with the Documentation and the Use Policy, to create, debug and/or test the Developed Works. This development right is being provided by ALE under this Agreement to Company so that Company can evaluate the features and benefits of the Stellar Asset Tracking API Services for marketing the Developed Works to its own end-user customers solely for the purpose of enabling such end-users to access, communicate or interoperate with Stellar Asset Tracking API Services, and being subject to a separate dedicated agreement to be entered with ALE *

(b) Internal Use. Subject to the provisions of this Agreement, Company shall be entitled to use the Developed Works solely for its own internal business operations and/or for testing purposes of the Stellar Asset Tracking API services during the Term of this Agreement. Upon the expiry of this Agreement, the Company may further use the Developed Works for its own internal business operations or for marketing purposes of the Developed Works in connection with the Stellar Asset Tracking API services as set forth in paragraph (a) (i) and (ii) above provided however that through a separate agreement Company has purchased/subscribed from ALE (directly or through an authorized ALE Business Partner, at ALE's election) the Stellar Asset Tracking API services prior to deployment of the Developed Works within its organization or any end-user customer of the Developed Works.

4. **Restrictions.**

(a) Company shall not directly or indirectly, without the prior written consent of ALE: (i) copy all or any portion of the Developer Materials; (ii) determine or attempt to determine any source code, algorithms, methods, interfaces, data structures or techniques embodied in or used by the Developer Materials or any portion thereof (except to the extent, if at all, expressly permitted by applicable law, notwithstanding a contractual obligation to the contrary); (iii) distribute, disclose, market, sell, rent, lease, time-share, assign, sublicense, pledge, encumber or otherwise transfer or make available the Developer Materials or Developed Works, or rights granted under this Agreement, as applicable, in whole or in part, to any third party; (iv) remove or alter any copyright, trademark, trade name, confidentiality or other proprietary notices, legends, symbols or labels appearing on or in copies of the Developer Materials; (v) perform, or release the results of, benchmark tests or other comparisons of the Developer Materials with other programs; (vi) incorporate the Developer Materials or any portion thereof into any other program or product; and (vii) use the Developer Materials other than in accordance with the provisions of this Agreement. Company shall not create Developed Works, and shall not permit the Developed Works to be used or distributed in a manner that subjects or may subject ALE Proprietary Information, in whole or in part, to all or part of license provisions which seek to require any ALE Proprietary Information to be licensed to or otherwise shared with any third Party under provisions that require such ALE Proprietary Information to (A) be disclosed or distributed in source code form; (B) be licensed for the purpose of making derivative works; or (C) be redistributable at no charge.

(b) Without limiting Section 4(a) above, Company's development activities shall be subject to all of the following additional conditions:

(i) Company shall use the Developer Materials to create Developed Works, which, running in conjunction with the Stellar Asset Tracking API services, shall conform to design and implementation guidelines and restrictions set forth in the Documentation. Company shall not use the Developer Materials to create or have created a product which has substantially similar or the same functionality as Stellar Asset Tracking API services as documented in the applicable documentation;

(ii) Company shall be solely responsible for updating the Developed Works as required to access, communicate or interoperate with the latest release of the Developer Materials and/or the Stellar Asset Tracking API services, based on information communicated by ALE as available onto www.developer.omniaccess-stellar-asset-tracking.com; and

(iii) Company shall provide to ALE a description of Developed Work, enabling ALE to reasonably confirm that the proposed Developed Work conforms to the terms of this Agreement. Such description shall be provided by the Company through the Stellar Asset Tracking API Developer Center portal. If the Company does not comply with this provision, ALE will have the right to suspend the Company's access to the Stellar Asset Tracking API portal until such description is provided to the satisfaction of ALE. The foregoing is without prejudice of other rights or remedies available to ALE.

5. **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 ALE Proprietary Information, including without limitation, any copy or portion thereof. Company shall retain all rights, title and interest in and to Company Devices and Developed Works. Company shall have only those rights in or to ALE Proprietary Information expressly granted to Company pursuant to this Agreement. Company acknowledges and agrees that ALE and other users of Developer Materials may use, develop and/or sell the same or similar technology as Company's Developed Works or Company Devices; provided that such technology is developed without the use of or reference to Company's Developed Works. Company agrees to take any action reasonably requested by ALE to evidence, maintain, enforce or defend the foregoing rights, and agrees not to take any action to jeopardize, limit or interfere in any manner with ALE's ownership of, and rights with respect to, the Developer Materials or the Stellar Asset Tracking API services (including any new release of such service). Company hereby agrees (i) to promptly provide ALE with any report, feedback or other information concerning the Developer Materials, and (ii) not to disclose to any third party -and shall cause its personnel, its sub-contractor(s) or agent(s) as the case may be, to comply with the same- any report, feedback or other information concerning the Developer Materials. Company shall have only those rights in or to the Developer Materials expressly granted to Company pursuant to this Agreement.

6. **Warranty disclaimer**. Company shall be solely responsible for all use, installation, function, performance, operation, maintenance and support of the Developed Works. ALE AND ITS SUPPLIERS MAKE NO WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY WITH RESPECT TO ANY DEVELOPED WORKS, AND ALE EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. **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 AKNOWLEDGES AND AGREE 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.

8. Confidentiality. For the purpose of this Agreement, "Proprietary Information" means all information and material disclosed by or for a Party ("Discloser") to the other Party ("Recipient") (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, or if disclosed orally or in other intangible form or in any form that is not so marked, that is identified as confidential at the time of such disclosure. Proprietary Information, includes without limitation, the Developer Materials, the Stellar Asset Tracking API services, the Documentation, and any trade secrets, know-how, inventions (whether or not patentable), techniques, processes, programs, ideas, algorithms, formulas, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and function specifications, product requirements, problem reports, performance information, software documents, and other technical, business, product, marketing and financial information, plans and data. Company acknowledges and agrees that the Developer Materials and the Stellar Asset Tracking API services embody substantial creative efforts and constitutes and contains valuable trade secrets and confidential information of ALE.

Recipient shall hold all Proprietary Information in strict confidence and shall not disclose any Proprietary Information to any third party, other than to its employees or agents who need to know such information to perform Recipient's obligations or exercise Recipient'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. Recipient shall not use any Proprietary Information for the benefit of itself or any third party or for any purpose other than the performance of Recipient's obligations or exercise of Recipient's rights hereunder. Recipient shall take the same degree of care that it uses to protect its own confidential and proprietary information and materials of similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication or dissemination of the Proprietary Information. Recipient shall not make any copies of the Proprietary Information except as necessary to perform its obligations or exercise its rights hereunder, unless otherwise approved in writing in advance by Discloser.

The foregoing restrictions on disclosure and use shall not apply with respect to any Proprietary Information which the Recipient reasonably demonstrates: (i) was or becomes publicly known through no act or omission of Recipient; (ii) was known by Recipient before receipt from Discloser or (iii) becomes known to Recipient without confidential or proprietary restriction from a source other than Discloser that does not owe a duty of confidentiality to Discloser with respect to such Proprietary Information. In addition to the foregoing, Recipient may disclose Proprietary Information to the extent (A) approved by Discloser or (B) Recipient is legally compelled to disclose such Proprietary Information; provided that Recipient shall (1) promptly notify Discloser of the notice compelling disclosure, (2) reasonably cooperate with Discloser in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Proprietary Information, (3) reproduce any confidentiality or proprietary markings appearing on the Discloser Confidential Information in the copies of such disclosed to the Company, (4) only furnish the portion of the Proprietary Information that it is required to disclose and (5) use reasonable efforts to obtain reliable assurances that the disclosed Proprietary Information shall be treated confidentially. Notwithstanding any such compelled disclosure by the Recipient, such compelled disclosure shall not otherwise affect the Recipient's obligations hereunder with respect to Proprietary Information so disclosed.

9. Term and Termination.
(a) This Agreement shall commence upon the Effective Date and continue in full force and effect for an unlimited period. As the case ALE 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 if the other Party: (A) violates Sections 3(a) (Development Rights) and 3(b) (Internal Use), 4 (Restrictions), 5 (Proprietary Rights) or 8 (Confidentiality); (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 10(b), it shall be entitled to revoke the right to use granted.
(c) Upon any termination 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 the Developer Materials (if any made) and all ALE Proprietary Information, including without limitation, all extracts of the foregoing and all documents, notes and other materials relating to Company's testing and evaluation of the Developer Materials, 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 (Restrictions), 5 (Proprietary Rights), 6 (Warranty Disclaimer), 8 (Confidentiality), 9 (Term and Termination), and 10 (Miscellaneous). 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.

10. 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) Assignment. 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.
(c) Parties relationship nature. The Parties do not intend that any agency or partnership relationship be created between them by this Agreement.
(d) Indemnification. 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 Developer Materials and 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) Verification. During the Term of this Agreement and for two (2) years thereafter, Company shall keep complete and accurate records relating to the Developer Materials, Developed Works and Company's compliance with the provisions of this Agreement. Company shall provide ALE promptly upon its request with any information necessary to verify Company's compliance with the provisions of this Agreement.

OMNIACCESS STELLAR ASSET TRACKING API

USE POLICY

This OmniAccess Stellar Asset Tracking API Use Policy (this "Use Policy") describes uses and actions that are prohibited by ALE from any person using the Developer Materials and use of the Stellar Asset Tracking services within the frame of the OmniAccess Stellar Asset Tracking API – Stellar Asset Tracking Developer Agreement and/or the Stellar Asset Tracking API services Agreement for Developer (the Developer Materials and the Stellar Asset Tracking API services collectively referred below to as the "Services").

This Policy is incorporated by reference and governed by the ALE Stellar Asset Tracking API Developer Agreement and the Stellar Asset Tracking API services Agreement for Customer Developer existing between ALE and you, the Customer (each and collectively the "Agreement(s)"); Capitalized terms used herein which are not otherwise defined in this Use Policy shall have the meaning ascribed to them in the relevant Agreement.

The Service helps to keep track equipment and persons as staff employees or patients within a health care or any other organization only for a legitimate purpose and you have to comply with all the applicable law and regulation under your sole responsibility. You, may not use the Tracking Services (the Service) without agreeing to this Use Policy. Therefore, you agree not to use, and not to encourage or allow any of your agents, Subcontractor(s) and Users (and its(their) respective agents) to use and/or permit, encourage, facilitate or instruct any person to use the Services under the relevant Agreement in prohibited manners including but not limited to the following:

1. engage in or in connection with fraudulent tracking activity; that violates privacy and infringes the intellectual property rights or other proprietary rights of third parties;
2. using sensitive data outsite the legally authorized community;
3. protect sensitive information in a manner this information is accessible only by users and administrators;
4. use the Service only for legitimate purpose with valid legal consent of a geolocalize person or on behalf of a person having the authority;
5. collect or harvest any information of geolocation person, and especially personal data, from or through the Services only among an authorized group of users;
6. comply with the personal data protection of your country of origin, in particular when processing and sending personal data to Service Supplier or ALE in the context of using the service;
7. when Tracking Service is used in Healthcare environment: Using the service as a medical device for diagnosis patients or treatment in a medical emergency without professional judgment of healthcare associated;
8. interfere with or disrupt the integrity or performance of the Services or the data contained therein;
9. attempt to gain unauthorized access to the Services or its related systems or networks such as without limitation bypassing or breaking any security mechanism on any of the Services or using the Services in any other manner that poses a security or service risk to ALE or any of its users; disable, interfere with, abuse, disrupt, intercept, circumvent or otherwise violate the security of the Services;
10. attack, abuse, interfere with, surreptitiously intercept, or disrupt any users, systems or services, including but not limited to Denial of Service (DoS), unauthorized monitoring or crawling, distribution of malware (including but not limited to viruses, worms, time bombs, spyware, adware, or cancelbots);
11. reverse-engineer the Services in order to find limitations, vulnerabilities, or evade filtering capabilities;
12. launch or facilitate, whether intentionally or unintentionally, a denial of service attack on any of the Services or any other conduct that adversely impacts the availability, reliability, or stability of the Services.
13. transmit or store through the Services any material that contains viruses, trojan horses, worms or any other malicious, harmful, or deleterious computer code, files, scripts, agents or programs; distribute unwanted, unsolicited or harassing mass e-mail or other messages, promotions, advertising, or solicitations through whatever means or media ("Spam")
14. violate in any manner any requirements that ALE may communicate to its customers including any usage requirements;
15. use in hazardous environments requiring fail-safe performance (including without limitation, the operation of nuclear activities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems) in which failure of the Stellar Asset Tracking services could lead directly or indirectly to death, personal injury or severe physical or environmental damage;
16. violate or facilitate the violation of any local, state, federal, or foreign law or regulation, including without limitation export control laws and regulations (including but not limited to those of the United States and France), laws and regulations regarding the transmission of data or software;
17. launch and perform any manual or automated system, including without limitation, "robots," that accesses the Services in a manner that sends more request messages to the servers hosting the Services in any given period than a human can reasonably produce in the same period;

and otherwise use the Services, or any component of the Services, in any manner not authorized by ALE, by any applicable law, regulation, or order the above list of prohibited uses and actions being provided by way of example and not to be considered exhaustive. All determinations related to violations of this Use Policy will be made by ALE in its sole discretion.