

Agreement May 2020

CYBE END-USER LICENSE AGREEMENT

Is active from 01-Mar.-2020, version V1.1.

Between

CyBe Construction B.V.
Kanaalstraat 12 b
5347 KM Oss, Netherlands
Hereinafter referred to as **CyBe**

and

Global CyBe Lybrary licence user
Hereinafter referred to as **Licensee**

Each a “**Party**” and collectively the “**Parties**”.

Whereas,

- (a) License to log-in to the CyBe Lybrary provides access to the available information regarding high tech construction methodologies f.e. 3D Concrete Printing (3DCP) and Parametric design structured based on:
- (i) CyBe Academy for 3DCP training and courses.
 - (ii) Use of CyBe Design and Engineerings models (based on parametric designs).
 - (iii) CyBe software f.e. for printing and slicing.
 - (iv) CyBe Knowledge database.
- (b) The Licensee may only use the CyBe Lybrary, for the in this agreement included purposes, further distribution of access and / or information of the Lybrary is not allowed.

Taken into account,

- (a) CyBe is developing high tech construction methodologies for example 3D concrete printing technology in the construction sector. CyBe’s business model is to develop, to distribute and to sell in this respect their 3D printing and related technology solutions, including the worldwide selling, production and distribution of CyBe Mortar.
- (b) CyBe agrees to license access to the CyBe Lybrary to the Licensee on the terms of the agreement. The Licensee will only use the CyBe Lybrary on the terms of this agreement.

Now, Therefore,

For good and valuable considerations of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. CyBe has developed the knowledge and experience in high tech construction methodologies such as in 3D Concrete Printing (3DCP) based on the CyBe Mortar. Knowhow, experiences and other information regarding CyBe 3D Concrete Printing (education, Design & Engineering, software, hardware and material) is considered to be property of CyBe. CyBe shall retain the copyright and other intellectual property rights of any of the documents referred to 3DCP (3D Concrete Printing) and CyBe Mortar.
2. CyBe has developed and maintains the CyBe Lybrary, the online platform for sharing the information and latest developments on high tech construction methodologies such as in 3D Concrete Printing technology based on the CyBe Mortar. The CyBe Lybrary includes:
 - (i) CyBe Academy for 3DCP and D&E training and courses among others.
 - (ii) Use of CyBe Design and Engineerings models (based on parametric designs).
 - (iii) CyBe software f.e. for printing and slicing.
 - (iv) CyBe 3DCP Knowledge database, including documentation about software, hardware, material, principle details, Way of Workings, and Method statements, among others.

The information of the CyBe Lybrary is restricted in access for which multiple types of accounts are available. The goal of the CyBe Lybrary is to provide a platform for centralizing the 3DCP information for the CyBe community. The CyBe community can use the information for better and faster implementation of high tech construction methodologies such as 3D Concrete Printing technology.

3. The start date of the license is depending of the type of license, the following options are available:
 - (i) The start date of this agreement and access to the CyBe Lybrary for a subscriber (free, pro and standard) starts on the day of activation of the online account and successful completion of the first payment. The license will be valid for a period of one (1) month from the starting day.
 - (ii) The license for a CyBe construction project partner starts after receiving a signed purchase offer and receiving the first payment, the number of users is limited to three (3) users for each purchase offer.
 - (iii) The licence for a CyBe partner with a CyBe 3D printer starts after receiving a signed purchase offer and receiving the first payment, the number of users is limited to three (3) users for each purchase offer.

The Licensee must pay the full amount without any deduction, except to the extent required by law. If the Licensee is required by law to make any deduction, the Licensee must pay Cybe any additional amount that is necessary to ensure CyBe receives the full amount as determined before the deduction. CyBe has the right to deny access to people and / or organisations to the CyBe Lybrary when they are / should not be part of the CyBe community.

4. The end date of the license is depending of the type of license:
 - (i) The licence for a subscriber (free, pro and standard) will be automatically extended with a period of one (1) month, unless the agreement is ended by written notice by either the Licensee at least one week before the end date. For the extension an automatic payment request will be sent, the price will be reviewed yearly and when needed indexed. If the payment is not completed before the start of the new license period, will the account automatically be blocked 4 days after the expiration date of the agreement.
 - (ii) The license for a CyBe construction project partner will end with the official completion and handover of the project to the partner.
 - (iii) The license for a CyBe partner with a CyBe 3D printer will end on the same day as the Service Level Agreement will end or be terminated. In the case a printer is purchased without Service Level Agreement will the license be stopped with the handover of the printer to the partner.
 - (iv) The license may be immediately terminated if the Licensee fails to install an update in accordance with section ii of the Annex.

The Licensee can terminate the agreement at any time by written notice to CyBe. In the case of termination by the Licensee will there be no refund.
5. During the online account registration for the CyBe Lybrary the CyBe End-user License Agreement is accepted without any limitations or changes, this will be confirmed when selecting the check box. It is the responsibility of the Licensee to read and understand the full End-user License Agreement before selecting to accept.
6. The access to the CyBe Lybrary is a personal access, it is forbidden to share log-in details and or work with multiple users on the same account, the license is non-transferable. The use of a log-in will be limited to a single IP-address at the time. When it is expected that a single user account is being shared, the account will be blocked.
7. CyBe may, in its sole and absolute discretion, at any time and for any or no reason, suspend or terminate the license and the rights afforded to the Licensee hereunder with or without prior notice. In the case of a (expected) violation of the account, will the account be automatically terminated without refund. CyBe has the right to terminate an account or accounts without prior notice if there are any other problems through which it cannot fulfill its obligations anymore to the required extent of the agreement.
8. CyBe will:
 - (i) Provide access to the CyBe Lybrary to the Licensee after receiving payment, unless any misuse of the Lybrary is expected.
 - (ii) Maintain a proper operation environment for the use of the CyBe Lybrary with sufficient content.
 - (iii) Comply with the terms and conditions of this agreement.

9. The License must:
- (i) Use the CyBe Lybrary only for lawful purposes and must not copy (except making a single copy for the Licensee's own back-up purposes), reproduce, translate, decompile, reverse-engineer, resell, modify, vary, sub-license or otherwise deal in the content of the CyBe Lybrary.
 - (ii) Ensure the CyBe Lybrary content is protected at all times from misuse, damage, destruction or any form of unauthorized use, copying or disclosure.
 - (iii) Not transfer, assign or otherwise deal with or grant a security interest in the CyBe Lybrary content or the licensee's rights under the agreement.
 - (iv) Not challenge CyBe's ownership (including the intellectual property rights) of the content of the CyBe Lybrary or any other item or material created or developed by or on behalf of CyBe under or in connection with the agreement.
 - (v) Notify CyBe in writing immediately after it becomes aware of any circumstance which suggests that any person may have unauthorized knowledge, possession or use of the content available of the CyBe Lybrary.
 - (vi) The Licensee acknowledges and agrees that the CyBe Lybrary is provided on an "as available" basis including all (potential) improvements and adjustments. That the reliance upon the CyBe Lybrary thereby is at the licensees sole risk and discretion.
10. With the use of the CyBe Lybrary, the Licensee understands and agrees that the use is monitored for the purposes of data collection and statistics. The data will be used for improving the content of the CyBe Lybrary.
11. The price conditions for the products according to item v are listed in the Annex.
12. The information of the CyBe Lybrary and other information regarding 3D Concrete Printing with CyBe Mortar is and stays the intellectual property of CyBe. This includes copyright and all worldwide rights conferred under statute, Dutch Law in relation to inventions (including patents), registered and unregistered trademarks, designs, software, data and databases, confidential information, know-how and all other rights resulting from intellectual activity. Intellectual property has a consistent meaning any enhancement, modification or derivative work of the intellectual property. The intellectual properties stay property of CyBe and are timely unlimited and continue also after termination of this agreement.
13. In the allegation of an intellectual property rights infringement by a third party (IP claim) the Licensee will promptly notify CyBe in writing of the IP claim. The Licensee will make no admission of liability and not otherwise prejudicing or settling the IP claim without CyBe's prior written consent. The Licensee will give CyBe complete authority and information required for CyBe to conduct and / or settle the negotiations and litigation relating to the IP claim. In the case the IP claim results from a breach of the agreement by the Licensee, use of the content of the CyBe Lybrary for a purpose not approved in

the agreement, any third-party data or modification or alteration of the content of the CyBe Lybrary by a person other than CyBe, will CyBe hold no responsibility.

14. Either party, CyBe and the Licensee, obliges to keep shared information confidential. This includes but is not limited to prices, designs, software, documentation, material information, company details, CyBe partners details and suppliers. The parties must have and maintain adequate security measures to safeguard the other party's confidential information from unauthorized access or use. A data breach will be reported to CyBe if (potentially) any related data to this agreement is accessed. The confidentiality does not apply to any disclosure or use of confidential information:
- (i) For the purpose of performing the agreement or exercising a party's rights under the agreement.
 - (ii) Required by law (including under the rules of any stock exchange).
 - (iii) Which is publicly available through no fault of the recipient of the confidential information or its personnel.
 - (iv) Which was rightfully received by a party to the agreement from a third party without restriction and without breach of any obligation of confidentiality.

Upon termination or expiry of the agreement each party must return or destroy all confidential information of the other party (including in the case of the licensee, the software and documentations). The obligation regarding confidentiality is timely unlimited and continues also after termination of this agreement.

15. CyBe warrants to the best of its knowledge that the content of the CyBe Lybrary does not infringe the intellectual property rights of any third party and that the material will perform in conformity with the agreement although the Licensee acknowledges that the content is of a technical nature and may not be error-free, bug-free or function without interruptions. CyBe hereby disclaims any and all representations, warranties and guarantees regarding the CyBe Lybrary, whether express, implied or statutory and including, without limitation, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Furthermore CyBe makes no warranty that (1) The CyBe Lybrary will meet your requirements, (2) The CyBe Lybrary will be uninterrupted, accurate, reliable timely secure or error-free, (3) The quality of product, services, information or other material accessed or obtained by the Licensee through the CyBe Lybrary will be as represented or meet the Licensees expectations, or (4) any error in the CyBe Library will be corrected.
16. CyBe holds no liability for loss of revenue, profit, business or goodwill, for consequential, indirect, incidental or loss of any kind, for the information of the CyBe Lybrary, whether or not the events were foreseeable and whether or not CyBe was advised of the possibility of such event. All information must be checked and when needed adjusted to local regulations and standards. The starting point of the information of the CyBe Lybrary is the uses of the CyBe 3DCp and standard CyBe mortar. Before using any of the information, software or models from the CyBe Lybrary the compatibility with the available printer must be checked, this will differ between the printer types in range,

software version or available printer options. CyBe holds no liability for the use of any different system (such as: robot, mixing system, software or options) or material, any deviation can require adjustments to the available content of the CyBe Lybrary. CyBe holds no liability for the use of the models available of the CyBe Lybrary, successful use will also depend on the level of experience of the printing team, the type of printer used, the used material and the climatic conditions. The licensee holds CyBe harmless from any potential claim after the use of any content of the CyBe Lybrary. The Licensee is in the case of a breach of the agreement liable for the caused damage to CyBe. Without limiting the generality of the foregoing, CyBe's aggregate liability to the licensee (whether under contract, tort, statute or otherwise) shall not exceed the amount of one hundred euro (€100,00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose. The obligation regarding liability is timely unlimited and continues also after termination of this agreement.

17. Licensee does not employ any children. Licensee must ensure that his suppliers, subcontractors or manufacturers also do not employ any children. CyBe considers that the term to protect human rights should be specifically recognised and consequently generally supports the human rights principles of the Global Compact of the UN, and encourages those with whom CyBe does business, to do the same.
18. The CyBe General Sale Terms and Conditions apply to this agreement (will be provided on request).
19. In case one of the stipulations of this Agreement should be or become invalid, it must be replaced by a valid stipulation. Such amendments resp. supplements must be fixed in written form to become effective. In the case of an invalid stipulation will this not impact the other stipulations, these will stay valid and effective.
20. Place of jurisdiction for any dispute in context with this agreement is 's- Hertogenbosch, The Netherlands. Dutch Law will be used. In case of disputes CyBe and Licensee shall try to first settle the dispute out of court with a mediator.

ANNEX

To the End-User Licence agreement between CyBe and the Licensee, date 01-Mar.-2020, with version V1.1

- i. Contact with CyBe in the event this is required (for support or to report issues) will happen only in writing to the following account: support@CyBe.eu. Contact should only be made after the Licensee has used reasonable efforts to resolve the issues.
- ii. CyBe may, at its discretion, from time to time provide the Licensee with update(s), over the CyBe Lybrary, in which case the terms set out below will apply:
 - (1) Where CyBe provides an update, the Licensee must promptly install / use the update.
 - (2) Without limiting clause 4.iv, if the Licensee fails to install / use the update, CyBe may at its option:
 - (a) Cease providing the service / access;
 - (b) Increase the Fees with immediate effect by an amount CyBe considers reasonable to cover the additional cost of CyBe continuing to provide the service.
- iii. Nothing in the agreement requires CyBe to provide support services where the support is required as a result of a circumstance in which the Licensee is in violation with any of the clauses of the agreement.
- iv. Extension of services provided on the CyBe Lybrary (such as, but not limited to extra training, Design & Engineering works, structural engineering support or support adjusting the content to local regulations and standards), is possible this must be requested in writing to CyBe (support@CyBe.eu). For these requests CyBe will provide a separate offer including the scope of works and related cost.
- v. The price for the CyBe Lybrary license is divided into the following categories:
 - (1) License for subscribers is divided in the following categories, (1) free subscription, (2) standard subscription and (3) pro subscription.

The differences and benefits of the different subscriptions can be found on the registration page of the CyBe Lybrary. CyBe has the right to change the options within every type of subscription at any time and without prior notice. The price for the different subscriptions can be found on the registration page of the CyBe Lybrary the prices will be yearly indexed and can be adjusted to the content value with an amount CyBe considers reasonable and can be changed at any time by CyBe without prior notice. No rights can be derived from errors in the price write and print errors.
 - (2) License for CyBe construction project partner, the price for the license is included in the project purchase offer.
 - (3) License for CyBe partners with a CyBe 3D printer with Service Level Agreement (SLA), the price for the license is included in the SLA.
 - (4) License for CyBe partners with a CyBe 3D printer without Service Level Agreement (SLA), a separate license could be purchased according to item: v.1.