

DESIGN AND MANUFACTURING LICENSE AGREEMENT

License agreement number: *to be added by Labrys Oy*

License period start date: *to be added by Labrys Oy*

License period length: *to be added by Labrys Oy*

License period end date: *to be added by Labrys Oy*

License period length is defined in the purchase process and license period start date is dated to start from the day the data package is provided. Explained below in Clause 4. Licensee data is also registered in the purchase process. This includes below points 2-17. Purchase is required to be made by a representative of the Licensee.

PARTIES

- (1) Labrys Oy, a company registered in Finland with company number FI30081956 whose registered office is PL22, 61501 Isokyrö, Finland (“**Licensor**”); and
- (2) Licensee Company is the company purchasing the License. Licensee Company data is filled in by a representative of the Licensee as making the License purchase: company name, company country, company number, company registered office address and phone number. Data is provided in in the purchase process (“**Licensee**”).

LICENSEE DATA:

- (3) Company name
- (4) Company business unit name
- (5) Company country
- (6) Company number
- (7) Company registered office address
- (8) Company phone number

COMPANY REPRESENTATIVE DATA:

- (9) Representative name
- (10) Representative title
- (11) Postal address of representative
- (12) Email address of representative
- (13) Phone number of representative

FACTORY DATA (*)

- (14) Factory name where InfiniSpring License is utilized
- (15) Factory address where InfiniSpring License is utilized
- (16) Factory country where InfiniSpring License is utilized
- (17) Factory location where InfiniSpring License is utilized: EU, USA, or Other location

**Optional and filled in if manufacturing license is utilized. Otherwise, license is purely for design use.*

1. BACKGROUND

- 1.1. The Licensor has the right to grant licenses of the Intellectual Property, Designs and Brand Name.
- 1.2. The Licensee has requested a license to use the Intellectual Property, Design and Brand Name.
- 1.3. The Licensor can agree to grant such a license to the Licensee on the terms set out in this Agreement.
- 1.4. The Licensor has the right to check the license request data and approve or decline the license order.

2. INTREPRETATION

2.1. The following definitions shall apply to this Agreement:

“**Brand Name**” means the InfiniSpring and associated Intellectual Property.

“**Design**” means the InfiniSpring design owned by the Licensor.

“**Intellectual Property**” means the copyright, design rights, trademarks, patents, and all other intellectual property rights capable of existing worldwide in the Designs, InfiniSpring and in the Brand Name, whether such rights are registered or not.

“**InfiniSpring**” means the spring Design, Brand Name and Intellectual Property owned by Labrys Oy.

“**License Period**” has the meaning given in Clause 4.

“**Year**” means the period of 12 months. More information below in Clause 4.

“**Territory**” means the country Licensee can use the License.

“**New Product**” means new products designed and manufactured by the Licensee. New Product includes established product designs which are redesigned using InfiniSpring.

“**Aftersales**” refers to the aftersales arising from the New Products (with InfiniSpring) manufactured under a License from Labrys Oy.

“**Factory**” means a licensee company factory making discrete products.

3. LICENSE

- 3.1. The Licensor grants to the Licensee a license to design New Products using InfiniSpring and to manufacture New Products using InfiniSpring in accordance with the terms of this Agreement.
 - 3.1.1. New Products include products utilizing vibration, shock, and noise control solutions.
 - 3.1.1.1. Included products mean products such as fans, pumps, compressors, generating sets, conveyors, screens, shakers, electric cabins, laboratory devices, pipework, room isolation, etc.
 - 3.1.2. New Products exclude products used for vibration, shock, and noise control.
 - 3.1.2.1. Excluded products mean products such as vibration mounts, spring hangers, vibration isolators, etc.
- 3.2. New Product manufacturing rights are granted to one Factory. Factory details are specified when making the agreement.

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- 3.2.1. If the Licensee wants to manufacture InfiniSpring for New Products manufactured in additional Factories the Licensee needs to make new Factory specific License Agreement for the additional Factories.
- 3.2.2. In case Factory details are not specified in the agreement the license is purely for New Product design use. This option is suitable for example for companies without a Factory such as engineering offices and offers opportunity to design New Products with InfiniSpring. If the company such as the engineering office or their customer wants to manufacture the New Product, separate license agreement is required for a manufacturing company with a Factory.
- 3.3. The License is granted to Territory, where the Factory is located. In case the Factory is not specified the Licensee company country making the agreement defines the Territory. Territory is defined in the purchase process and is defined in the Licensee data.
 - 3.3.1. Each Territory, where the license is used, is required to have license specific to that location.
- 3.4. Aftersales manufacturing rights are granted to the Factory. Factory can manufacture InfiniSpring for aftersales arising from the New Products manufactured earlier. Aftersales requires in all circumstances that the Licensee has valid License Agreement with Labrys Oy.
- 3.5. The Licensee Factory can use subcontractors in same Territory for manufacturing of its New Products components and/or for making New Product assembly work, if manufacturing and/or assembly cannot be made in the Licensee Factory. As subcontractor is used the Intellectual Property needs to be carefully protected and Clause 6 defines the use and protection of Intellectual Property in detail.
- 3.6. New Product documents (e.g. product datasheet or manufacturing drawing) with information about InfiniSpring shall have the following statement "Spring design by InfiniSpring®" and marked with the License agreement number. Clause 6 explains the requirements in detail.
- 3.7. The Licensee may not manufacture InfiniSpring for sale.
- 3.8. The Licensee may not manufacture InfiniSpring for existing products.
- 3.9. The Licensee shall have traceability for all InfiniSpring-springs manufactured and for all New Products with InfiniSpring-springs. This includes the aftersales products. The traceability shall be kept for 20 years from the date of the manufacturing. Licensor or their representative shall have access to check this data. This needs to be enabled for the Licensor during the License Agreement period, but also after the License Agreement expires or is cancelled.
- 3.10. The Licensee can use InfiniSpring as a separate or integral part of the Licensee New Products.
- 3.11. The Licensor grants to the Licensee limited, non-exclusive, non-transferrable, non-sublicensable license to Licensee for defined license period. Clause 4 explains the license period in detail.
- 3.12. The Licensor can sell the License for other parties in same Territory and outside of the territory.

License cost & purchase

- 3.13. License options and cost information can be found from Labrys Oy webpages (www.infinispring.com). License cost is the cost stated at the specific date. License cost, conditions and terms might vary depending on the License. License terms and conditions are agreed in the webpages as License is being bought and the License is also paid through the webpages.
- 3.14. The Licensor keeps the rights to review the Licensee details and right to approve or deny the License. As approved the Licensor provides the confirmation and the data package for InfiniSpring manufacturing within one month from the date of purchase.

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- 3.15. In case License is declined the Licensor informs this within one month from the date of purchase. License cost is returned within one month from the date the cancellation was informed.
- 3.16. Labrys Oy has right to change License Agreement and License Agreement terms for future License Agreements including the renewals of currently valid License Agreements.

4. LICENSE PERIOD AND CANCELLATION

- 4.1. This Agreement shall be for fixed period lasting defined number of years from the Commencement Date (start date). License period length is defined in the purchase process. Commencement Date is the date the data package is send by the Licensor to the Licensee. If the Licensee wants to continue utilizing InfiniSpring (including the Intellectual Property, Designs and Brand Name) new License Agreement shall be made before this agreement terminates and new License Agreement continues from the expiration date of the previous License Agreement. Otherwise, the License Agreement is expired, and Clause 5 explains the obligations.
- 4.2. License Agreement Commencement Date is the date the data package is sent by the Licensor to Licensee. In case the date is wrongly written or stated as the License data package is provided the correct date can be tracked from the date the data package was sent. License is valid from the data package delivery date (the date the data package was sent by the Licensor) forward for fixed number of years defined in the purchase process.
- 4.3. In case either party violates or neglects this agreement the other party can cancel this agreement immediately through a written letter or an email.
- 4.4. This agreement is canceled automatically without any notice in case the Licensee company License data changes. This can be the case if new company purchases the Licensee company. The new company is required to make a license agreement with Labrys Oy in this case, if the license use is to be continued.
- 4.5. In case the Licensee is set to bankruptcy this agreement is canceled automatically without any notice.

5. OBLIGATIONS AFTER LICENSE IS EXPIRED OR CANCELLED

- 5.1. All license related material provided by the Licensor and all license related material created by the Licensee shall be deleted immediately when the License Agreement expires or is cancelled. Created material includes for example Licensee drawings and documents utilizing Licensor Intellectual Property.
- 5.2. The Licensee shall discontinue all use of the Intellectual Property and shall immediately scrap any remaining stock.
- 5.3. Any products in the course of manufacture at the time of termination may not be completed and need to be scrapped.
- 5.4. Clause 8 confidentiality terms remain valid.
- 5.5. Manufacturing and/or assembly drawings provided to subcontractor(s) need to be requested to be deleted by the subcontractor(s).
- 5.6. All relevant stakeholders in the Licensee company need to be informed to delete all License related data (including the Intellectual Property and Design Data) by Licensee representative or other suitable employee.
- 5.7. Only New Product manufacturing and/or assembly drawings are allowed to be stored by the Licensee for traceability purposes.

6. USE AND PROTECTION INTELLECTUAL PROPERTY

- 6.1. The copyright material comprised in the Intellectual Property shall be protected as follows:

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- 6.1.1. every New Product document (e.g. product datasheet or manufacturing drawing) with information about InfiniSpring shall be marked with the License Agreement Number defined in the final license document shared together with the data package; and
- 6.1.2. every New Product document (e.g. product datasheet or manufacturing drawing) with information about InfiniSpring shall have the following statement "Spring design by InfiniSpring®"; and
- 6.1.3. In case subcontractors are used, for manufacturing and/or assembly of New Products, subcontractors shall only be provided minimum data for manufacturing Licensee New Product. All license data package data need to be protected and not delivered outside; and
 - 6.1.3.1. Labrys Oy Intellectual Property is not allowed to be given outside of the Licensee; and
 - 6.1.3.2. Subcontractors are only allowed to manufacture InfiniSpring for aftersales needs as Clause 3.5 obligations are met; and
 - 6.1.3.3. No Licensor license data package data is allowed to be given to subcontractors; and
 - 6.1.3.4. New Product manufacturing and/or assembly drawings can be only provided to subcontractors; and
 - 6.1.3.5. Labrys Oy Intellectual Property needs to be always protected; and
 - 6.1.3.6. Subcontractors are not allowed to use subcontractors; and
 - 6.1.3.7. Non-Disclosure Agreement needs to be in place between the Licensee and the subcontractor.
- 6.1.4. Inside the Licensee Company only persons utilizing the Licensor product shall be provided the Licensor Intellectual Property data. These persons shall also be informed about the License Agreement terms prior to having access to the data; and
- 6.1.5. Licensor Intellectual Property data shall not be provided outside of the Licensee Company. Above Clause 6.1.3. allows subcontractors to be used, if the Licensee cannot manufacture New Product(s) in the Factory and this is the only exception, but the subcontractor shall be provided minimum data for conducting the work. Above Clause 3.5 defines subcontractor use in more detail;
- 6.2. The Licensee shall not use any of the Intellectual Property as part of the Licensee's name. Instead, the Licensee needs to inform InfiniSpring Licensor Brand Name. Clause 6.1.2. statement "Spring design by InfiniSpring®".
- 6.3. The Licensee is not allowed to design and/or develop competing spring solution or other competing solutions during the License Agreement.
- 6.4. The Licensee is not allowed to design and/or develop competing spring solution or other competing solutions violating InfiniSpring Intellectual Property after the License Agreement ends.
- 6.5. The Licensee shall not during the term of this Agreement or at any future time register or use any of the Intellectual Property in its own name as proprietor.
- 6.6. The Licensee recognises the Licensor's title to the Intellectual Property and shall not claim any right title or interest in the Intellectual Property or any part of it, save as is granted by this Agreement.
- 6.7. The Licensee shall promptly call to the attention of the Licensor the use of any part of the Intellectual Property by any third party or any activity of any third party which might in the opinion of the Licensee amount to infringement or passing off.
- 6.8. The Licensee shall not except with the prior written consent of the Licensor make use of the name of the Licensor in any connection otherwise than is expressly permitted by this Agreement.

7. LIABILITY LIMITATIONS

- 7.1. Neither party is liable to other party of any direct or indirect damages.
- 7.2. Liability in any case towards other party is limited to one thousand (1000) Euro.

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7.3. The restriction in 7.1 is however not used for damages caused by intentional or egregious negligence. These also include for example InfiniSpring manufacturing violation or Intellectual Property violation. Major negligence is also the case the License Agreement expires and InfiniSpring (including the Intellectual Property, Designs and Brand Name) use is continued. Labrys Oy is entitled to significant compensations in these cases. Significant compensation is in minimum one hundred thousand (100 000) Euro.

8. CONFIDENTIALITY

- 8.1. The Licensee undertakes that it shall keep (and it shall ensure that its respective directors and employees keep) secret and confidential all know-how relating to the manufacture of the InfiniSpring and any information (whether or not technical) of a confidential nature communicated to it by the Licensor, either preparatory to, or as a result of, this Agreement, and shall not disclose the same or any part of the same to any person other than its directors or employees directly or indirectly concerned in the design, manufacture, use of the InfiniSpring, provided that before any such disclosure takes place, the Licensee shall ensure that each of the directors and employees concerned shall execute a confidentiality undertaking with the Licensor in a form approved by the Licensor, such approval not to be unreasonably withheld.
- 8.2. The Licensor shall equally be bound to keep the Licensee's know-how confidential.
- 8.3. Both parties agree to avoid all possible actions, which might harm other party reputation.
- 8.4. Both parties have right to give information about this Agreement to public authorities if law or the use of agreement requires this.
- 8.5. In addition, both parties are engaged to pass coming contacts belonging to other party appropriately to belonging party. This can be the case if a third-party company is interested from the springs and contacts the Licensee or if a third-party company is interested from a product with InfiniSpring and contacts the Licensor.

9. GOVERNING LAW AND JURISDICTION

- 9.1. This Agreement shall be governed by the laws of Finland and the parties exclusively submit to the jurisdiction of the Court of Finland.
- 9.2. Disagreements related to this Agreement shall primarily be solved through negotiations. In case these negotiations will not solve disagreement within 60 days, disagreements arising from this Agreement are solved in a court chosen by the Licensor.

10. AGREEMENT CHANGES

- 10.1. This Agreement can be changed only through official agreement signed by both parties.
- 10.2. This Agreement is not transferrable to third parties.
- 10.3. Copy of this Agreement will be sent through email to Licensee.

11. AGREEMENT FORMAL APPROVAL BETWEEN THE LICENSOR AND THE LICENSEE

- 11.1. Agreement is dated, signed, and officially approved between Labrys Oy and the Licensee through the purchase made at the webpages (www.infinispring.com). Licensee Representative needs to make the purchase and fill in all necessary information. No additional signatures are required, and the License Agreement is agreed as official through the webpage purchase. In making the purchase the Licensee accepts the License Agreement and this officializes the License Agreement between the Licensee and Labrys Oy. Labrys Oy holds right to approve or decline the License Agreement after the purchase.