LICENCE AGREEMENT

LICENCE AGREEMENT concluded between

[Name of company _____]
[type of company _____] a company organised and existing under the laws of [Country _____],
whose registered office is located at [address of the company _____],
hereinafter referred to as "short name of the company _____ "
Represented by [company representative _____]

on one hand,

AND

ez-Wheel, a joint-stock company, organised and existing under the Laws of France, whose registered office is located at Moulin de l'Abbaye, 135 rte de Bordeaux 16400 LA COURONNE France,
hereinafter referred to as "ez-Wheel"
Represented by Antoine JUAN, CEO

on the other hand,

on the effective date of [date _____].

Hereafter referred to individually as the "**Party**" and collectively as the "**Parties**",

Clause 1. Object

Under this licence agreement (the "**Licence**") ez-Wheel permits the Client to use the ez-config configuration software (the "**Software**") upon the terms defined herein. It is a non-exclusive, personal and non-transferable Licence for the Software throughout the period of protection of the rights in this Software.

The Software has been specially designed by ez-Wheel to configure wheels, interface and commands manufactured by it (the "**Product**"). The Software enables the parameters for using the Product to be programmed. The use of the Product is described in an instruction manual (the "**Manual**"), describing the conditions for use, the guarantee restrictions, the limitations on and dangers associated with the use of the Product.

Clause 2. Acceptance of the Licence

The Client shall be deemed to have accepted the terms of the Licence by:
- loading the Software by any means;
- first exercise by the Client of any right granted under the Licence.

The Client also acknowledges receipt of the Manual and having been informed of its contents.

Clause 3. Remuneration

The license is free for users of the ez-Wheel products. Use of the Software does not involve fees or royalties.

Clause 4. Extent of rights relating to the Software

The Client may neither grant a sub-licence nor authorise a third party which might have access to the Software via the Client, to use, distribute or sell the Product.

ez-Wheel grants the Client the rights set out below.

4.1 The Client may use the Software for configuring the Product and exclusively for the use thereof.

ez-Wheel SAS
135, route de Bordeaux
Moulin de l'Abbaye
16400 LA COURONNE / FRANCE

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4.2 The Client is authorised permanently or temporarily to copy the Software in whole or in part by any means and in any form as a personal backup.

4.3 The Client shall not:

- modify, adapt, alter or translate the Software or create a derivative version thereof;
- assign, sub-licence, hire, lend, transfer, disclose or provide the Software;
- merge or incorporate the Software with or into any other software; or
- save as otherwise expressly provided by law, disassemble, decompile, redevelop or otherwise attempt to extract the Software's source code without the written authorisation of ez-Wheel.

Clause 5. Associated Services

The Licence shall in no circumstances oblige ez-Wheel to provide technical assistance or maintenance services for the Software.

ez-Wheel may, however, at its option, provide such a service. The terms and conditions for provision of such a service shall be set out in a separate agreement concluded between the Parties.

Clause 6. Intellectual Property

All intellectual property rights in the Software, including, without limitation, any design, plan, sketch, specification, mark, copyright, trademark, software and / or documentation rights or data included in, with or comprising the Software (the "IP rights") and all rights of ownership in this intellectual property are solely and exclusively the property of ez-Wheel, whether or not developed specifically for the Client. No right or licence other than those expressly referred to in the Licence is granted to the Client.

Clause 7. Commencement of the Licence

The Licence comes into force on the date of its acceptance by the Client, pursuant to clause 2 hereof.

Clause 8. Term

The Licence is granted for a term of one (1) year and shall be tacitly renewed by the Parties. It will continue in force throughout the period of legal protection of the rights in this Software.

For each new calendar year, the Client must apply to ez-Wheel for renewal of the password enabling access to the Software. This password is provided on request without payment.

Clause 9. Liability - Compensation

9.1 Subject to the provisions of clause 9.2, should either Party fail to comply with any of its obligations under the Licence, the other Party may claim compensation for any direct loss resulting therefrom, subject to proof thereof.

9.2 ez-Wheel's liability is limited to the obligations set out in this Licence and it shall not be liable for: (i) loss or damage due to any total or partial non-performance of the obligations of the Client; (ii) loss or damage resulting from non-compliant use of the Software with the Product; and (iii) indirect loss or damage arising from the use or performance of the Software. The Parties expressly agree that any financial or commercial prejudice (e.g., loss of data, profit, use, clients or orders, earnings or any trade problem) or any action brought against ez-Wheel or the Client by a third party, shall be indirect loss or damage, for which ez-Wheel will not be liable.

9.3 The Client shall, however, compensate ez-Wheel for any loss, damage or costs arising from any unauthorised use of the Software by a third party via the Client or any derivative product. The Client shall reimburse any costs or expenses incurred by ez-Wheel in defending any claim, application, prosecution or proceedings arising from or related to such infringement.

9.4 ez-Wheel's liability to the Client under the Licence is limited to the amount of fees paid by the Client.

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Clause 10. ez-Wheel Guarantee

The Parties acknowledge that ez-Wheel gives no guarantee that the Product will remain operational with the configuration effected by the Client.

The Client acknowledges that it is impossible, in the state of technical and scientific knowledge existing at the time of commissioning of the Software, to test and verify all the uses thereof nor to detect the existence of any defect therein. The Client's attention has been drawn to the risks associated with the loading and use of the Software, which are reserved for experienced users.

The Client acknowledges that the Software is supplied "as is" by ez-Wheel, without any other guarantee as to its trade value, security, originality or relevance. ez-Wheel does not guarantee that the Software is exempt from error, will operate without interruption or will comply with the Client's requirements.

Clause 11. Termination

11.1 Should the Client fail to comply with its obligations under the Licence, ez-Wheel may terminate the contract automatically, with immediate effect, on simple notification sent to the Client. The notification shall be deemed to have been received on acceptance of the notification by the Client. Any notification between the Parties must comply with clause 12.

11.2 Either Party may terminate the Licence at any time, subject to giving notice of thirty (30) working days from receipt of the notification or any other period agreed by the Parties.

11.3 The Client shall, before the end of the notice period, return the Software and any copies thereof, to ez-Wheel, at its own expense.

Clause 12. Notification

To be valid, either Party shall send any notification by recorded delivery letter (i) to ez-Wheel, at the address stated on the Licence or (ii) to the Client, at the address ted on the Licence.

Clause 13. Applicable law and jurisdiction

13.1 The Licence is governed by French law.

13.2 The Parties agree that that they will endeavour to settle any difference or dispute which may arise with regard to the Licence amicably.

13.3 In default of amicable settlement within two (2) months from occurrence of the dispute, and save for any need for summary proceedings, the difference or dispute shall be brought by one of the Parties before the Commercial Court of Paris.

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Signed in Angoulême, on▒▒▒▒▒▒▒▒▒▒▒▒▒▒

ez-Wheel

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Position: ▒▒▒▒▒▒▒▒▒▒▒▒▒
Date: ▒▒▒▒▒▒▒▒▒▒▒▒▒▒

The Client*

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Name: ▒▒▒▒▒▒▒▒▒▒▒▒▒▒
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Date: ▒▒▒▒▒▒▒▒▒▒▒▒▒▒

(* signature of the Client to be preceded by the notation "*lu et accepté*" - "read and approved")