

ETHERNET IP SOFTWARE LICENSE AGREEMENT

This EtherNet/IP Software License Agreement (the "Agreement") is made as of the 20th day of April, 2016 (the "Effective Date"), between Pyramid Solutions, Inc., a Michigan corporation with its principal place of business at 30200 Telegraph Road, Suite 440, Bingham Farms, Michigan 48025 ("Pyramid") and Metal Work S.p.A. a Italian company with its principal place of business at Via Segni 5/7/9, 25062 Concesio (BS), Italy ("Customer") (each of Pyramid and Customer, a "Party"; together, the "Parties").

The Parties hereby agree as follows:

1 Definitions

As used in this Agreement, the following terms shall have the following meanings:

- 1.1 "Distributor" shall mean the authorized distributor through which Customer ordered the Software.
- 1.2 "Documentation" shall mean the user documentation pertaining to the use of the Software and made available to Customer by Pyramid or Distributor.
- 1.3 "Fees" shall mean all license and support fees payable to Distributor regarding the Software.
- 1.4 "Key" shall mean a numerical or alphanumeric code necessary to gain access to or operate certain Software on certain media as delivered to Customer.
- 1.5 "Order Form" shall mean the document pursuant to which Customer orders the Software from Distributor.
- 1.6 "Site" shall be defined herein as a single physical business location directly owned and operated by Customer that will receive, view and use the Software and related Documentation to develop products. The Site's physical location (mailing address) will be identified on the applicable Order Form.
- 1.7 "Software" shall mean the software programs listed on the applicable Order Form, in object code only unless otherwise stated therein, and provided by Distributor to Customer, including any updates thereto provided by Pyramid or Distributor to Customer.
- 1.8 "Term" shall have the meaning set forth in Section 3.1.
- 1.9 "Node" shall be defined as a single PC or device.

2 License Grants and Limitations

- 2.1 **Software License.** Subject to all the terms and conditions of this Agreement and to Customer's payment of all applicable Fees, Pyramid hereby grants to Customer, and Customer hereby accepts, a perpetual, worldwide, fully-paid, non-exclusive, non-transferable right and license to (a) use the Software only at the Site identified on the Order Form to create Customer products, and (b) to sublicense the Software to its customers solely as it is incorporated into the Customer's products. Customer shall ship Software in binary (compiled & linked or DLL) form only and only as a non-removable part of Customer products. Customer is permitted unlimited distribution of Customer products with a Site License. Customer shall be restricted to distribute Customer products equal to the number of licenses purchased for Node Licenses. Customer shall not alter, change, or remove from the Software any identification, including copyright and trademark notices, and further agrees to place all such markings on any copies thereof.
- 2.2 **Documentation License.** Subject to all the terms and conditions of this Agreement, Pyramid hereby grants to Customer, and Customer hereby accepts, a nonexclusive, nontransferable, nonsublicensable license during the Term under Pyramid's intellectual property rights in the Documentation to use and copy the same in support of Customer's licensed use of the Software.

2.3 Restrictions.

- 2.3.1 **General.** The Software and Documentation are valuable, proprietary and unique, and Customer agrees to be bound by and observe the proprietary nature thereof as provided in this Agreement. Customer agrees to take the actions necessary to fulfill its obligations hereunder by instruction or agreement with its employees or agents who are permitted access to the Software or Documentation. Customer shall only give access to the Software or Documentation in accordance with this Agreement. Customer shall not document, expose or provide remote access to Software APIs and functions and shall not distribute any Software source code or Documentation. Customer shall not use any portion of the Software or Documentation to compete with Pyramid products.

- 2.3.2 **No Implied Licenses.** The Parties acknowledge and agree that (a) except for the license grants expressly set forth herein, Pyramid or its licensors exclusively own all right, title and interest in and to the Software and the Documentation, including all intellectual property rights therein and thereto; and (b) Customer acquires no rights or licenses therein or thereto except those expressly granted herein. Any use, modification or distribution of the Software or Documentation by Customer outside the scope of the licenses granted herein is expressly prohibited.

- 2.3.3 **Proprietary Rights.** Title to and all patents, copyrights, trade secrets, and other proprietary rights in or related to the Software and Documentation (including all of the parts thereof) are and shall remain the exclusive property of Pyramid or its licensors, whether or not specifically recognized or perfected under the laws of the United States or a foreign jurisdiction. Customer shall not acquire any right in the Software or Documentation except the limited rights specified in this Agreement, or take any action that jeopardizes Pyramid's or its licensors' proprietary rights.

- 2.3.4 **Required Proprietary Notices.** Customer shall ensure that each copy it makes of the Software or Documentation contains the same proprietary notices that appear on or in the same as provided by Pyramid or its licensors to Customer and as otherwise reasonably required by Pyramid or any such licensor.

- 2.3.5 **Unauthorized Distribution or Copying.** Other than in strict accordance with this Agreement, Customer shall not, and shall not knowingly permit others to (a) lease, license, sublicense, transfer or assign any of its rights under this Agreement, (b) sell, rent, or distribute the Software, including providing access to the Software or using the Software to operate a service bureau or on a timesharing basis, or (c) use, copy, duplicate or otherwise reproduce all or any part of the Software or Documentation. Any breach of the foregoing shall be considered a material breach of this Agreement that is incapable of cure.

- 2.4 **Failure to Pay.** Customer acknowledges that its failure to pay timely any of the Fees, or any portion thereof, shall be a material breach of this Agreement for which Pyramid may, in addition to pursuing all other remedies, terminate both this Agreement and all licenses granted hereunder.

- 2.5 **Acceptance.** Customer shall be deemed to have accepted the Software upon receipt of the first copy thereof. All copies made by Customer hereunder shall be deemed accepted upon acceptance of the first copy delivered to Customer hereunder.

- 2.6 **No Technical Support.** Pyramid will not provide any technical support to Customer. Customer should seek such support from Distributor, if available.

- 2.7 **Use By Customer Subcontractors and Vendors.** Customer's right and license to use the Software under Section 2.1(a) shall include the right of Customer's subcontractors and vendors to use the Software in accordance with this Agreement at licensed Sites, provided that (a) such parties are bound to comply with the terms of this Agreement and (b) all actions by such parties shall be deemed actions by Customer for purposes of this Agreement.

- 2.8 **Audit.** On Pyramid's written request, Customer shall provide to Pyramid a signed certification (a) verifying the Software is being used in accordance with the terms of this Agreement; and (b) listing the locations in which the Software is run. Pyramid may, at Pyramid's expense and not more than once annually, audit Customer's use of the Software and compliance with the terms hereof, upon notice to Customer. Any such audit shall be conducted during business hours and shall not unreasonably interfere with Customer's business activities. Customer shall provide Pyramid with all reasonable assistance and information (including but not limited to copies of related software applications and other software) required to enable Pyramid to determine whether Customer is in compliance with the license granted hereunder. If such an audit reveals that Customer has underpaid Fees, Customer shall be invoiced for the underpaid Fees based

upon the generally available price list at the time the Fees would have otherwise been incurred, together with interest thereon at a rate of one and one-half percent (1.5%) per month or partial month or the highest rate allowed by law, whichever is less, compounded, during which any amounts were owed and unpaid. If such audit reveals that Customer has underpaid Fees totaling 5% or more of the Fees due in any year, Customer shall reimburse Pyramid all reasonable costs, fees, and expenses associated with such audit.

3 Term and Termination

- 3.1 **Term.** This Agreement shall commence on the Effective Date and continue until the termination date, if any, set forth on the applicable Order Form, unless otherwise terminated as set forth in Section 3.2 (the "Term").
- 3.2 **Termination.** Either Party may terminate this Agreement and all licenses granted hereunder upon written notice if the other Party breaches this Agreement or the terms of any Order Form and fails to correct such breach within thirty (30) days after written notice specifying the breach.
- 3.3 **Effect of Termination.** Upon termination of this Agreement, all licenses granted to Customer hereunder shall immediately terminate. Termination of this Agreement or any Software license by either Party shall not limit either Party from pursuing any other remedies available to it, including injunctive relief, nor shall such termination release Customer from any obligation to pay all Fees that have accrued or that Customer has agreed to pay under any Order Form up to the date of termination. The Parties' rights and obligations under Sections 2.3, 2.5, 2.8, 3, 4, 5, and 6 shall survive termination of this Agreement. If this Agreement or any license granted under this Agreement expires or otherwise terminates, Customer shall (a) immediately cease using the applicable Software or Documentation, and (b) certify to Pyramid within thirty (30) days of expiration or termination that Customer has permanently ceased using the applicable Software or Documentation. Underlying sublicenses shall survive termination.

4 Warranty Disclaimers and Limitations of Liability

- 4.1 **Disclaimers and Limitations.** THE SOFTWARE IS PROVIDED STRICTLY "AS IS," AND NEITHER PYRAMID NOR ITS LICENSORS MAKE ANY WARRANTIES, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE OR STATUTORY, AS TO THE SOFTWARE, SUPPORT, PROFESSIONAL SERVICES, OR ANY MATTER WHATSOEVER. PYRAMID HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT. NEITHER PYRAMID NOR ITS LICENSORS WARRANT THAT THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE SOFTWARE WILL OPERATE IN THE COMBINATIONS THAT CUSTOMER MAY SELECT FOR USE, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED.
- 4.2 **Limitation of Liability.** EXCEPT WITH REGARD TO CLAIMS BASED UPON CUSTOMER'S BREACH OF SECTION 2.3, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, SAVINGS, REVENUE, USE, DAMAGED FILES OR DATA, OR BUSINESS INTERRUPTION, WHICH MAY ARISE IN CONNECTION WITH THIS AGREEMENT, THE USE OR SUPPORT OF THE SOFTWARE, OR ANY MATTER WHATSOEVER, REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED OR REMEDIES ARE SOUGHT IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF THE PARTY SOUGHT TO BE HELD LIABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL PYRAMID BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR FOR AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE USE OR SUPPORT OF THE SOFTWARE, OR ANY MATTER WHATSOEVER, REGARDLESS OF WHETHER THE CLAIMS ARE BASED OR REMEDIES ARE SOUGHT IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEEDING THE AMOUNT OF LICENSE FEES PAID BY CUSTOMER FOR THE SOFTWARE. THE FOREGOING LIMITATIONS OF LIABILITY ARE INDEPENDENT OF ANY EXCLUSIVE REMEDIES FOR

BREACH OF WARRANTY SET FORTH IN THIS AGREEMENT, AND SHALL SURVIVE AND APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDIES SPECIFIED HEREIN.

- 4.3 **Essential Basis of Bargain.** The provisions of this Section 4 form an essential basis of the bargain between the Parties. Customer acknowledges and agrees that the Fees charged for the Software reflect the overall allocation of risk between the Parties, including by means of the provisions for limitation of liability and indemnity described in this Agreement. A modification of such provisions would affect substantially the Fees charged for the Software and, in consideration of such Fees, Customer agrees to such allocation of risk and hereby waives any and all rights, through equitable relief of otherwise, to subsequently seek a modification of such provisions or allocation of risk.

5 Indemnity

- 5.1 **Pyramid Intellectual Property Indemnity.** Pyramid shall defend or, at its sole option, settle, at its own expense any suit, action or proceeding brought in a court of competent jurisdiction against Customer by a third party to the extent it is based on or arises out of a claim that any Software infringes any United States patent issued or any copyright or trade secret arising under the laws of any jurisdiction (an "IP Action"), and Pyramid shall pay damages finally awarded against Customer in such IP Action, or those monetary damages agreed to in a monetary settlement of such IP Action; provided that Pyramid shall be relieved of the foregoing obligations unless Customer: (a) gives Pyramid prompt written notice of each such claim; (b) tenders to Pyramid sole control of the defense or settlement of each such IP Action; and (c) cooperates with Pyramid in defending or settling each such IP Action. If Pyramid receives notice of an allegation that any Software infringes or misappropriates a third party's intellectual property rights, or if Customer's use of any Software is prohibited by permanent injunction of a court of competent jurisdiction as a result of such an infringement or misappropriation, Pyramid may, at its sole option and expense: (a) procure for Customer the right to continue using such Software as provided hereunder; (b) modify such Software so that it is no longer infringing; or (c) replace the Software with other Software of equal or superior functional capability. If none of the foregoing is in Pyramid's determination commercially reasonable, Pyramid shall have the right to terminate any and all licenses and sublicenses to such Software. If Pyramid terminates any Software licenses as described above: (1) Pyramid shall refund the applicable Fees paid by Customer for the license of such Software, prorated over a straight-line five year period; and (2) Customer shall immediately deliver to Pyramid all copies of the applicable Software in Customer's possession or control. Notwithstanding any other provision of this Agreement, in no event shall Pyramid accept new orders for Software that is subject to a claim of infringement.
- 5.2 **PYRAMID IP INDEMNITY LIMITATIONS.** THE RIGHTS GRANTED TO CUSTOMER UNDER SECTION 5.1 SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND PYRAMID'S SOLE OBLIGATION FOR ANY ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHT. PYRAMID SHALL HAVE NO LIABILITY, INCLUDING UNDER SECTION 5.1, TO THE EXTENT ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION IS BASED UPON OR ARISES OUT OF: (A) ANY SOFTWARE MODIFIED WITHOUT THE APPROVAL OF PYRAMID; (B) ANY CUSTOMER OR THIRD-PARTY APPLICATION OR OTHER TECHNOLOGY; (C) USE OF THE SOFTWARE IN CONNECTION OR IN COMBINATION WITH EQUIPMENT, DEVICES, OR SOFTWARE NOT PROVIDED BY PYRAMID (BUT ONLY TO THE EXTENT THAT THE SOFTWARE ALONE WOULD NOT HAVE INFRINGED); (D) SOFTWARE DEVELOPED OR MODIFIED IN COMPLIANCE WITH CUSTOMER'S DESIGN REQUIREMENTS OR SPECIFICATIONS; (E) THE USE OF SOFTWARE OTHER THAN AS PERMITTED UNDER THIS AGREEMENT OR IN A MANNER FOR WHICH IT WAS NOT INTENDED; OR (F) USE OR DISTRIBUTION OF OTHER THAN THE MOST CURRENT RELEASE OR VERSION OF THE SOFTWARE (IF SUCH INFRINGEMENT OR CLAIM WOULD HAVE BEEN PREVENTED BY THE USE OF SUCH RELEASE OR VERSION).
- 5.3 **Customer Use Indemnity.** Except with respect to infringement of third-party rights for which Pyramid is obligated to indemnify under Section 5.1, Customer shall defend at its own expense any suit,

action or proceeding brought against Pyramid by a third party based on any claim arising in connection with Customer's direct or indirect use of the Software (a "Use Action"), and Customer shall pay damages incurred by Pyramid in such Use Action, or those damages agreed to in a settlement of such Use Action, and all reasonable attorneys fees incurred in connection therewith. Pyramid shall (a) notify Customer promptly in writing of each such Use Action, (b) tender to Customer sole control of the defense or settlement of each such Use Action at Customer's expense, and (c) cooperate and, at Customer's expense, assist in such defense. Pyramid shall have the right to participate at its own expense in any such Use Action or related settlement negotiations using counsel of its own choice.

6 General

- 6.1 **Export.** The Parties acknowledge that the manufacture and sale of the Software is subject to the export control laws of the United States of America, including the U.S. Bureau of Export Administration regulations, as amended, and hereby agree to obey any and all such laws and those of the European Union or any member state of the European Union. The Parties agree not to take any actions that would cause either Party to violate the U.S. Foreign Corrupt Practices Act of 1997, as amended.
- 6.2 **Government Customers.** Software and Documentation are "commercial items," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), and the Software and Documentation are "commercial computer software" and "commercial computer software documentation," respectively, as such terms are used in 48 C.F.R. 12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), the Software and Documentation are provided to U.S. Government customers: (a) only as commercial end user items; and (b) only pursuant to this Software License Agreement. The citations in this Section shall be deemed updated as necessary from time to time to reflect any successor provisions of the same import.
- 6.3 **Notice.** All notices under this Agreement, including notices of address change, shall be in writing and shall be deemed to have been given when sent by (1) registered mail, return receipt requested, or (2) a nationally recognized overnight delivery service (such as Federal Express), to the General Counsel of the appropriate Party at the relevant address first listed above, or to a Party's address as changed in accord with this Section 6.3.
- 6.4 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any law of a federal, state, or local government, the validity of the remaining portions or provisions shall remain in full force and effect.
- 6.5 **Governing Law.** This Agreement, and all matters arising under or related hereto, shall be governed according to the laws of the State of Michigan, without regard to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. All litigation arising under or related to this Agreement shall be brought in a state or federal court located in metropolitan Detroit, Michigan, as permitted by law. Customer hereby consents to the personal jurisdiction of the above-referenced courts.
- 6.6 **Waiver.** The waiver by either Party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

- 6.7 **Assignment.** Customer may not assign, by operation of law or otherwise, this Agreement or any right or duty arising hereunder to a third party without Pyramid's prior written consent. Any purported assignment in violation of this section shall be void. Pyramid may assign this Agreement and its rights and obligations hereunder to a successor in interest in its sole discretion.
- 6.8 **Relationship of the Parties.** The relationship of the Parties is that of independent contractors. No one Party is the agent of the other, and neither Party is authorized to act on behalf of the other Party.
- 6.9 **No Third-Party Beneficiaries.** Except as may be set forth in Sections 2.3, 4.1 or 4.2, no third party, including Customer's end-users, shall be deemed a third party beneficiary hereunder.
- 6.10 **Construction.** All references in this Agreement to "Articles," "Sections" and "Exhibits" refer to the articles, sections and exhibits of this Agreement. The article and section headings and titles appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or extent of such section or in any way affect this Agreement or the interpretation hereof. The words "hereof," "herein" and "hereunder" and other words of similar import refer to this Agreement as a whole, as the same may from time to time be amended or supplemented, and not to any subdivision contained in this Agreement. The word "including" when used herein is not intended to be exclusive and means "including, but not limited to." The word "or" is not intended to indicate exclusivity. Each of the Parties and their counsel have carefully reviewed this Agreement, and, accordingly, no rule of construction to the effect that any ambiguities in this Agreement are to be construed against the drafting party shall apply in the interpretation of this Agreement.
- 6.11 **Force Majeure.** Except with regard to any obligation to pay money hereunder, neither Party hereto shall be held responsible for any delay or failure in performance hereunder caused in whole or in part by fire, strike, flood, embargo, labor dispute, delay or failure of any subcontract, act of sabotage, riot, accident, delay of carrier or supplier, limitations or delays inherent in the use of the internet, voluntary or mandatory compliance with any governmental act, regulation or request, act of God or by public enemy, or any act or omission or other cause beyond such Party's control. If any such contingency does occur, the time to perform an obligation under this Agreement affected thereby shall be deemed extended by the length of time such contingency continues.
- 6.12 **Entire Agreement.** This Agreement, together with the Exhibits hereto and all Order Forms, which are hereby incorporated herein by this reference, contain all the agreements, representations, and understandings of the Parties and supersedes any previous understandings, commitments, or agreements, oral or written, with respect to the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each Party that expressly states the sections of this Agreement to be modified; no other act, usage, or custom shall be deemed to amend or modify this Agreement.
- 6.13 **Applicable Terms; Customer Purchase Orders.** The provision of the Software shall be governed exclusively by the terms of this Agreement. Customer may, for purposes of administrative convenience, use Customer's standard form of purchase order but the Parties understand and agree that any terms or conditions in any way different from or in addition to the terms and conditions of this Agreement shall have no effect whatsoever and Pyramid hereby rejects all such terms and conditions.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE EFFECTIVE DATE.

PYRAMID SOLUTIONS, INC.	CUSTOMER
Name	METAL WORK SPA
Title	ZOLA DIEGO
Signature	Mr. Zola Diego