



## **AnswerModules End User Trial License Agreement**

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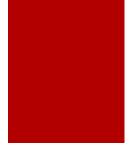
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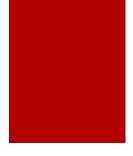






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  6.3 As between the Parties, LICENSEE shall retain all ownership rights to any and all innovations, inventions or developments
- 6.3 As between the Parties, LICENSEE shall retain all ownership rights to any and all innovations, inventions or developments ("Innovations"), whether or not jointly conceived, and IP Rights arising therefrom, that derive directly from LICENSEE's technology, and/or the LICENSEE IP Rights therein, provided by LICENSEE to AnswerModules during the term of this Agreement. As between the Parties, AnswerModules shall retain all ownership rights to all other innovations, whether or not jointly conceived, and all IP Rights arising therefrom, including, but not limited to, those Innovations that (i) derive from AnswerModules' Products, proprietary information, materials and/or IP Rights, and/or (ii) relate to the business of AnswerModules.
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- 7.3 The obligations under paragraphs 7.1 and 7.2 shall survive the termination of this Agreement and continue in full force and effect for 10 years after the termination of this Agreement.
- 7.3 LICENSEE agrees that, during the term of this Agreement and for six (6) months after the Expiry Date it will not, directly or indirectly, solicit for hire any employee of the other party.
- 8. Applicable law
- 8.1 This Agreement shall be governed by and interpreted in accordance with Swiss law. All provisions of the United Nations Convention On Contracts For The International Sale of Goods ("CISG") as of 11 April 1980 are hereby rejected by the Parties and excluded from this Agreement in its entirety. Any dispute regarding this Agreement is subject to the exclusive jurisdiction and venue of the courts of Lugano, Switzerland. Excluding conflicts of law regulations.
- 9. Severability
- 9.1 All provisions of this Agreement apply to the maximum extent permitted by applicable law. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this License will continue in effect.
- 10. Miscellaneous
- 10.1 This Agreement constitutes the sole, complete, and entire agreement between the Parties and supersedes all prior, contemporaneous, and collateral agreements, understandings, and representations, whether written or oral, concerning the subject.
- 10.2 This Agreement can only be amended by a written document signed by the Parties which states it is an amendment to this Agreement.
- 10.3 This Agreement shall not be assigned by LICENSEE, in whole or in part, without AnswerModules' prior written consent.
- 10.4 This Agreement is drawn up in English language in two counterparts, one for each Party.