# SOFTWARE LICENSE AGREEMENT
Inventive Designers

# 1. Definitions

1.1. INVENTIVE DESIGNERS N.V. or their representative named on the "Software License Certificate" will be referred to hereafter as "ID" unless otherwise stipulated in this agreement.

1.2. "Licensee" shall mean the undersigning or accepting party, which is also specified on the original "Software License Certificate".

1.3. "Software License Certificate" shall mean a certificate, in physical or electronic format, delivered separately to "Licensee" or if necessary attached in an Appendix 1 hereto. This "Software License Certificate" also contains the "Software License Key", needed to activate the "Licensed Software".

1.4. "Licensed Software" shall mean the specified INVENTIVE DESIGNERS N.V. Program Product, as specified on the "Software License Certificate" and as mentioned during the installation process. No customization can be considered as part of "Licensed Software".

1.5. "License Date" shall mean the "Software License Certificate's" creation date or the date of a mutual signed "Software License Agreement", whichever comes first.

1.6. "Environment", as specified in the original "Software License Certificate" and depending on the "Licensed Software" shall mean:

- in respect of a seat- or client-based "Licensed Software"-model all information about particular hardware capacity such as the total number of logical CPU's or processors, the System CPU Serial Number/Model/Feature-code, a version of the Operating System, etc. of all client systems on which the "Licensed Software" will operate
- in respect of a volume-based "Licensed Software"-model, all information about the maximum yearly volume that may be produced by the total set of systems and the actual yearly volume produced by these systems
- in respect of a power-based "Licensed Software"-model, all information about particular hardware capacity such as the total number of logical CPU's or processors, the System CPU Serial Number/Model/Feature-code, a version of the Operating System, etc. of all systems on which the "Licensed Software" will operate
- in respect of a customer or enterprise specific "Licensed Software"-model, all information about any involved system, arrangement, agreement, volume or any other parameter as specified in the "Software License Certificate", on which the "Licensed Software" will operate.
- in respect of a performance-based "Licensed Software"-model, all performance related information further described in the "Software License Certificate", such as time and volume specifications, used to define the performance specifications for the production of "Licensee's" business information required in "Licensee's" normal business environment and according to "Licensee's" requested performance parameters and business requirements.

1.7.    "Software License Key" shall mean all electronic information needed to activate the "Licensed Software" on and according the original or current "Environment" specifications. This "Software License Key" will be delivered in electronic format during or after the initial installation of the "Licensed Software" and may be periodically and automatically updated during a connection with "ID's" "Software License Key" server system.

1.8.    "Emergency Software License Key" shall mean a temporary "Software License Key" needed to activate the "Licensed Software" in a disaster recovery environment to be used in the event of an emergency and according to the original or current "Environment" specifications.

1.9.    "Technical Account Management" shall mean the service delivered by a Technical Account Manager (TAM) advising the "Licensee" on the use, integration and deployment of the "Licensed Software". This service is only of advisory nature, the final responsibility remains with "Licensee".

1.10.   "Warranty period" shall mean the period of ninety (90) days from the "License Date" during which "ID" warrants that the "Licensed Software" will perform substantially in accordance with the accompanying "Software Documentation" and be free from material errors in logic.

1.11.   "Purchase Order" shall mean a separate order, in physical or electronic format, as drawn up by "ID" and signed by "Licensee" or if necessary as described in Appendix 2 and according "ID's" "General Conditions of Sale".

1.12.   "General Conditions of Sale" describes the general conditions to which all sales concerning Licenses, Maintenance and Support or Services are subject to. Deviations to these general conditions are only possible with "ID's" written approval. The latest version of the "General Conditions of Sale" is at "Licensee's" disposal on http://www.inventivedesigners.com but if necessary or for convenience they may also be attached in Appendix 3 hereto. It is important to accentuate that only the latest version of these "General Conditions of Sale" will apply.

1.13.   "Software Documentation" shall mean all user manuals, and their accessory maintenance modifications, as originally supplied by "ID" in the English language, in printed, soft-copy or electronic format and in connection with the "Licensed Software" supplied.

1.14.   "Software Defect" or "Bug" occurs when the software does not behave conform the accompanying and enclosed "Software Documentation".

1.15.   "PTF" or "Program Temporary Fixes" are fixes to the "Licensed Software" to solve a "Software Defect" or "Bug" between formal "Release Updates".

1.16.   "Release Update's" are technically or functionally complete, partial enhanced or renewed components of the "Licensed Software".

1.17.   "System Upgrade" shall mean any change in the "Environment" (i.e. available CPU's …) which may require a new "Software License Key" from "ID".

1.18.   "Software Upgrade" shall mean the replacement of the original "Licensed Software" by a more recent version of the "Licensed Software" in case this replacement is not covered by a valid "Software Maintenance" agreement.

1.19.    "Software Maintenance" shall mean that using electronic support, problem determination, problem logging, and problem resolution "ID" will maintain, when technically feasible, the software components in such a state that the "Licensed Software" behaves conform the specifications as described in the "Software Documentation". Therefore and if necessary "ID" may provide "PTF's" or "Release Updates" to correct any "Software Defect" or "Bug".

1.20.    "Software Support" shall mean that using electronic communication "ID" will assist the "Licensee" in problem determination, problem logging and problem resolution as far as technically feasible and in answer to product and/or functionality questions. Different levels of "Software Support" and additional services (such as the "Emergency Software License Key" and "Technical Account Management") are available. The definition, terms and conditions concerning the different levels and services are at "Licensee's" disposal on http://www.inventivedesigners.com or if necessary or for convenience they may also be attached in Appendix 4 hereto.

1.21.    "Business Hours" are:

1.22.    For the USA, Canada and South America business hours are from Monday till Friday (excluding holidays), from 09:00 a.m. to 05:00 p.m. (Central Time).

1.23.    Outside USA, Canada and South America business hours are from Monday till Friday (excluding holidays), from 09:00 a.m. to 05:00 p.m. (Central European Time).

## 2.    Terms & Uses

2.1.    This "Software License Agreement" together with the "Software License Certificate", which can be supplied in printed or in electronic format depending on the media used to deliver the software, fully describes the software license terms.

2.2.    "ID" hereby grants to the "Licensee" which is also specified on the original "Software License Certificate", and "Licensee" hereby accepts from "ID" a nontransferable, nonexclusive and, unless otherwise specified on the "Software License Certificate", a perpetual License to the "Licensed Software" only for the "Environment" specified on the "Software License Certificate".

2.3.    Unless otherwise specified on the "Software License Certificate", "Licensee" agrees to pay "ID" a one-time, nonrefundable "Software License Fee", which consists of an "Environment" dependent "License Fee", for the amount specified on the "Purchase Order", or its electronic equivalent, accordingly to the Inventive Designers' "General Conditions of Sale", the latest version of which is at "Licensee's" disposal on http://www.inventivedesigners.com.

2.4.    "Licensee" agrees to utilize the "Licensed Software" for "Licensee's" business purposes only and "Licensee" agrees not to disseminate the "Licensed Software", in any form, to any person or entity.

2.5.    This License allows "Licensee" to use "Licensed Software" only on the "Environment" as specified on the "Software License Certificate". "Licensee" agrees to notify "ID" in writing of any "Environment" changes to the initial "Environment" specified.

2.6. "Licensee" may not copy, modify or transfer this License or the "Licensed Software" to any third party, except that "Licensee" may make a back-up or archival copy of the "Licensed Software" provided not more than one copy of the "Licensed Software" may be used at a time.

2.7. "Licensee" will not translate, modify, adapt, decompile, disassemble or reverse engineer the "Licensed Software", except as and to the extent specifically authorized by applicable law. In no event will "Licensee" deactivate the related "Software License Keys".

2.8. Any breach of this License by the "Licensee" shall subject the "Licensee" to liability for damages sustained by "ID" for said breach, including reasonable attorney's Fees and costs which are usually recoverable as a consequence of that breach or of contract enforcement to the "Licensee".

## 3. Fees

3.1. Software License Fee
The "Software License Fee" is a one-time, nonrefundable fee, paid by "Licensee" to "ID", which consists of an "Environment" dependent "License Fee", for the amount specified on the "Purchase Order", or its electronic equivalent and accordingly to the Inventive Designers' "General Conditions of Sale".

3.2. Software Maintenance Fee
The "Software Maintenance Fee", if applicable for the "Licensed Software" on the "Environment", is the uninterrupted, nonrefundable annual fee which is due to "ID" to cover the "Software Maintenance" for the coming year and which is based on the current maintenance percentage of the current "Environment" dependent "Software License Fee", for the "Licensed Software" on "Licensee's" current "Environment" at time of renewal, unless otherwise specified on the "Software License Certificate". The "Software Maintenance Fee" shall be paid separately at the time of purchase. The annual Software Maintenance period starts after the expiration of "Warranty Period".

3.3. Software Upgrade Fee
The "Software Upgrade Fee", if applicable for the "Licensed Software" on the "Environment", is a one-time, nonrefundable fee which is due to "ID" to cover a "Software Upgrade". The amount of this fee can be obtained from "ID". The "Software Upgrade Fee" does not cover "System Upgrades" and does not include "Software Maintenance".

3.4. System Upgrade fee
The "System Upgrade Fee", if applicable for the "Licensed Software" on the "Environment", is a one-time, nonrefundable fee which is due to "ID" to cover a "System Upgrade". The amount of this fee can be obtained from "ID". The "System Upgrade Fee" does not cover any "Software Upgrade" and does not include "Software Maintenance".

3.5. All fees can be subject to an annual indexation.

# 4. Warranty & Liability

4.1.  The "Licensed Software" is provided by "ID" on an "AS IS" basis to run on the "Environment" it was installed on and purchased for at time of purchase.

4.2.  Limited warranty
"ID" warrants that the "Licensed Software" will perform substantially in accordance with the accompanying and enclosed electronic documentation materials and be free from material errors in logic during the "Warranty Period".

4.3.  Licensee remedies
"ID's" entire liability and "Licensee's" exclusive remedy, during the "Warranty Period", shall be to repair, as it is technically feasibile, the "Licensed Software" that does not meet "ID's" Limited Warranty. This Limited Warranty is void if failure of the "Licensed Software" has resulted from accident, abuse, or misapplication.

4.4.  No other warranties, either expressed or implied, with respect to "Licensed Software" apply.

4.5.  Under no circumstances will "ID" be liable for any consequential, indirect, special, punitive or incidental damages or lost profits, whether foreseeable or unforeseeable, based on "Licensee's" claims or those of its "Licensees" (including, but not limited to, claims for loss of data, goodwill, use of money or use of the products, interruption in use or availability of data, stoppage of other work or impairment of other assets), arising out of breach or failure of express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in tort or otherwise. In no event will the aggregate liability which "ID" may incur in any action or proceeding exceed the total amount actually paid by "Licensee" for the "Licensed Software" that directly caused the damage.

4.6.  "ID" warrants that to the best of its knowledge the "Licensed Software" does not infringe or violate any patents, copyright, trademark or other rights of a third party.

# 5. Copyright

5.1.  The "Licensed Software" is exclusive of their representatives copyrighted to "ID" or its respectful owner in which case the copyrighted details may be found in "Software Documentation". "Licensee" may not copy, in whole or part, nor reproduce it in any manner without the express, written prior permission of "ID" exclusive of their representatives. "Licensee" may copy "Licensed Software" in whole to other physical media (e.g. tape, DVD, CD …) for backup purposes only. "Licensee" may not remove any copyright or other proprietary notices contained in the Software.

**Inventive Designers nv**
Sint-Bernardsesteenweg 552, 2660 Hoboken, Belgium
BANK IBAN BE53 0682 2030 9053 • BIC GKCCBEBB • VAT BE 0453 758 377 • RPR **Antwerp**
EU PHONE +32 3 425 40 00 • US PHONE 011 32 3 425 40 00
EMAIL info@inventivegroup.com • www.inventivedesigners.com

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# 6. Confidentiality

### 6.1. Confidentiality
"Licensee" acknowledges that the "Licensed Software" incorporates confidential and proprietary information developed or acquired by or licensed to "ID". "Licensee" will take all reasonable precautions necessary to safeguard the confidentiality of the "Licensed Software", including (i) those taken by "Licensee" to protect "Licensee's" own confidential information and (ii) those which "ID" or its authorized representative may reasonably request from time to time. "Licensee" will not allow the removal or defacement of any confidentiality or proprietary notice placed on the "Licensed Software". The placement of copyright notices on these items will not constitute publication or otherwise impair their confidential nature.

### 6.2. Disclosure
"Licensee" will not disclose, in whole or in part, any item of the "Licensed Software" bearing a confidentiality notice, or items mentioned on the original "Software License Certificate", to any individual, entity, or other person, except to those of "Licensee's" employees or consultants who (i) require access for "Licensee's" authorized use of the "Licensed Software" and (ii) agree to comply with the use and nondisclosure restrictions applicable to the "Licensed Software" under this Agreement. "Licensee" acknowledges that any unauthorized use or disclosure of the "Licensed Software" may cause irreparable damage to "ID", its "Licensees" and its licensors. If an unauthorized use or disclosure occurs, "Licensee" will immediately notify "ID" and take, at "Licensee's" expense, all reasonable steps which may be available to recover the "Licensed Software" and to prevent their subsequent unauthorized use or dissemination.

### 6.3. Limitation
"Licensee" will have no confidentiality obligation with respect to any portion of the "Licensed Software" that (i) "Licensee" independently developed before receiving the "Licensed Software" under this Agreement, (ii) "Licensee" lawfully obtained from a third party under no confidentiality obligation, or (iii) became available to the public other than as a result of any act or omission by "Licensee" or any of "Licensee's" employees or consultants.

# 7. Software Maintenance

### 7.1.
"Software Maintenance" is automatically and implicitly purchased together with the "Licensed Software", unless it is explicitly refused at the time of purchase, and starts after the expiration of "Warranty Period". As a result of "Software Maintenance" "ID" can provide "PTF's" or "Release Updates" to assure the good working of the "Licensed Software".

### 7.2.
"Software Maintenance" automatically includes "Software Support" of "Standard" level during "Business Hours" in providing electronic communication, problem determination, problem logging and problem resolution as is technically feasible. In order to automate "Software Maintenance", "Licensed Software" will generate logging, error, status communication messages that are provided to "ID" using "Licensee's" maintenance account.

7.3. Additionally as part of "Software Maintenance" and as far as technically feasible, "ID" may also, through "PTF's" or "Release Updates", provide generally improved components and new features of the "Licensed Software" if such generally improved components are available. These "PTF's" or "Release Updates" can never include components that are offered as add-ons or options that were never licensed to the "Licensee" before. This latter case can be handled by a "Software Upgrade". Updates will be announced by mail and/or on "ID's website". The "Licensee" is responsible for correct downloading and installing the "PTF's" and/or "Release Updates" according the associated documentation. The "Licensee" can install the updates at his own convenience. Older releases of the "Licensed Software" will be supported during 5 years after the official release date or 6 months after termination notification. The list of releases and supported versions will be published on "ID's" website.

7.4. Fees may be charged on national, international or priority shipments and for physical media (e.g. CD, DVD,…). Fees may also be required for certain "Software Upgrades".

7.5. "Software Maintenance" does not cover "System Upgrades". Note that "Software Support", "PTF's" and "Release Updates" will be made available only to "Licensees" who are operating under current "Software Maintenance" and who have paid all due fees to "ID". "Licensees" not operating under current "Software Maintenance" and who need "PTF's" or "Release Updates" will be required to pay a "Software Upgrade Fee" prior to receiving "PTF's" or "Release Updates". The "Software Upgrade Fee" does not cover "System Upgrades". The "Software Upgrade Fee" does not include "Software Maintenance".

7.6. "Licensees" not operating under current "Software Maintenance" and who need support services will be required to pay a fee per support service call.

7.7. If the yearly subscription is interrupted by the "Licensee" due to a termination-request or unpaid fees, recent releases can be delivered again after the payment of a "Software Upgrade Fee" or a catch-up fee. This catch-up fee covers the period starting from the termination date of the last paid maintenance period up to and including this year's annual maintenance.

7.8. "Software Maintenance" terms and conditions are at "Licensee's" disposal on http://www.inventivedesigners.com but if necessary or for convenience they may also be attached in Appendix 4 hereto. It is important to accentuate that only the latest version of these "Software Maintenance" terms and conditions will be applicable.

# 8. Software Upgrade

8.1. "Software Upgrade" only includes "Licensed Software" modifications, release and/or version upgrades, which are made available electronically. "Licensees" not operating under current "Software Maintenance" will be required to pay a "Software Upgrade Fee".

8.2. "Licensees" not operating under current "Software Maintenance" and who need support services will be required to pay a fee per support service call. More information about this fee can be obtained from "ID". The "Software Upgrade Fee" does not cover any "System Upgrade". The "Software Upgrade Fee" does not include "Software Maintenance".

## 9. System Upgrade

9.1. A "System Upgrade" is needed whenever a change in the "Environment" occurs that, depending **on** the "Software License"-model (i.e. server-based, client-based, volume-based or enterprise-based), affects the capacity of the "Software License"-model. A "System Upgrade Fee" may be charged to the "Licensee" and, if necessary, a new "Software License Key" will be provided by "ID".

9.2. The "System Upgrade Fee" does not cover any "Software Upgrade". The "System Upgrade Fee" does not include "Software Maintenance".

## 10. Payments

10.1. "Licensee" will pay to "ID", the "Software License Fee" and related "Software Maintenance Fees", "Software Upgrade Fees" and/or "System Upgrade Fees" as specified in this Agreement in the currency and by the dates as mentioned on the "Purchase Order" on the original "Software License Certificate" accordingly to "ID's" "General Conditions of Sale", of which the latest version is at "Licensee's" disposal on http://www.inventivedesigners.com. Payments will be made in full without deduction for any import duties, value added, sales, use or other taxes or similar charges, which shall be borne and paid by "Licensee".

## 11. Termination

11.1. "Licensee" may terminate this "Software License Agreement" or the "Software Maintenance", without any right to refund, by registered letter to "ID" of such termination at least 60 days prior to the expiration date of the annual "Software Maintenance" term. Unless otherwise specified on the "Software License Certificate", "ID" may terminate this "Software License Agreement" or the "Software Maintenance" immediately and without judicial or administrative resolution, if "Licensee" or any of "Licensee's" employees or consultants breach any term or condition hereof.

## 12. Open Source

12.1. "ID" hereby agrees to defend and indemnify every Open Source Contributor ("Indemnified Contributor") against any losses, damages and costs (collectively "Losses") arising from claims, lawsuits and other legal actions brought by a third party against the "Indemnified Contributor" to the extent caused by the acts or omissions of "ID" in direct connection to its development and distribution of the Program. The obligations in this section do not apply to any claims or losses relating to any actual or alleged intellectual property infringement. In order to qualify, an Indemnified Contributor must: a) promptly notify "ID" in writing of such claim, and b) allow "ID" to control, and cooperate with "ID" in, the defense and any related settlement negotiations. The Indemnified Contributor may participate in any such claim at its own expense.

## 13. General

13.1. "Licensee" may not sell, assign, give, or otherwise transfer this License or "Licensed Software" to any third party without "ID's" prior written consent.

13.2. If the "Software License Certificate" contains aberrant information about a specific paragraph of the Software License Agreement Terms, then the "Software License Certificate" specifications will apply for that specific paragraph.

13.3. This Agreement is governed by Belgian Law. Any dispute concerning the validity, the interpretation or the performance of this "Software License Agreement" shall be brought before the competent courts of Antwerp (Belgium).

13.4. "Licensee" acknowledges to have read this Agreement, understands it and agrees to be bound by its terms and conditions. "Licensee" agrees that this document together with the original "Software License Certificate" represents the complete Agreement between the parties and that it supersedes all previous oral and written Agreements concerning the "Licensed Software".

## 14. Notices

14.1. Use of the Commercial Features for any commercial or production purpose requires a separate license from Oracle. "Commercial Features" means those features identified Table 1-1 (Commercial Features In Java SE Product Editions) of the Java SE documentation accessible at http://www.oracle.com/technetwork/java/javase/documentation/index.html.