

# License Agreement

By ordering and/or downloading, copying, installing or using the Software, the Client indicates that he agrees to the terms, restrictions, rights and limitations defined in this Agreement.

## 1. Definitions and Interpretation

1.1. In this Agreement the following expressions have the following meanings:

Agreement	means this License Agreement;
Client	means any person or entity, which purchases and/or downloads, copies, installs or uses the Software, as identified in the Order Form;
Commencement Date	means, depending on the license model the Client has chosen: <ul style="list-style-type: none"> <li>• the date on which the Software has been installed in the Client's IT environment, in case of a local installation; or</li> <li>• the date on which the Client has started to use the Software in a hosted environment, in case of use in XPERTDOC's or third party hosted environment;</li> </ul>
Confidential Information	means this Agreement and all information obtained by one party from the other pursuant to the performance or entering into this Agreement which by its nature may reasonably be considered confidential (whether or not marked as confidential);
Designated Hardware	means, either: <ul style="list-style-type: none"> <li>• the Client's hardware equipment specified by a mark and serial number, with an operating system with a recognizable and legitimate license key;</li> <li>• the hardware equipment of a hosting party, specified by a mark and serial number, with an operating system with a recognizable and legitimate license key;</li> <li>• the hardware equipment owned or hired by XPERTDOC that is leased or hired as hosting to the Client, specified by a mark and serial number, with an operating system with a recognizable and legitimate license key;</li> </ul>
XPERTDOC	means Xpertdoc BV, a company duly organized and existing under the laws of Belgium, with registered offices at Winninglaan 3, 9140 Temse (Belgium), company number 0477.834.668 (Register of Legal Entities of Dendermonde);
Maintenance Agreement	means XPERTDOC's standard maintenance agreement as published on XPERTDOC's or XperiDo's website;
Maintenance Services	means the maintenance services to be provided by XPERTDOC pursuant to clause 3 of this Agreement or as a result of the Parties concluding a separate Maintenance Agreement, as the case may be;
Modification	means individual corrections, fixes, and revisions, which are indicated by the Software version number going from, for instance, x.x.1 to x.x.2;
Order Form	means the order form submitted by the Client or Partner and agreed to by XPERTDOC, under which the Client orders one or more items of Software;
Partner	means the partner of XPERTDOC, either reseller or OEM partner;
Party / Parties	means either the Client or XPERTDOC, or both;

Period	means the period for which the license is granted, and which can be either, as determined in the Order Form: <ul style="list-style-type: none"><li>• perpetual; or</li><li>• subscription, limited in time (“software as a service arrangement” or otherwise), for the duration of the period convened in the Order Form;</li></ul>
Software	means: <ul style="list-style-type: none"><li>• the machine-readable object code (no source code) of the XperiDo software, developed by and owned by XPERTDOC, that is made available by XPERTDOC as described in the Order Form, whether embedded on disc, tape, or other media or downloadable from a secured section on the XPERTDOC’s or XperiDo’s website;</li><li>• the published user manuals and documentation that XPERTDOC makes generally available for the Software (“Documentation”);</li><li>• subject to entitlement by the Client thereto, the Modifications, the Updates and the Upgrades;</li><li>• all abovementioned items, but physically changed, improved, labelled, redeveloped or custom made (subject to XPERTDOC’s ownership) to fulfil a specific order of the Client (the “Custom-made Software”);</li><li>• all authorized copies of the foregoing items.</li></ul>
Update	means a release of the Software which corrects faults, adds functionality or otherwise amends or Upgrades the Software, but which does not constitute an Upgrade; an Update shall be indicated by the Software version going from, for instance, x.1 to x.2.
Upgrade	means a new version of the Software, usually consisting of several bundled improvements, adjustments and reviews. An Upgrade shall be indicated by the Software version going, for instance, from 1.x.x to 2.0.

1.2. Headings are included only for convenience and shall not serve to interpret the Agreement.

## 2. Grant of License

- 2.1. XPERTDOC grants to the Client, and the Client accepts, subject to the terms and conditions specified in this Agreement, a personal, non-exclusive and non-transferable license to use the Software on the Designated Hardware for the Period for Client's own internal purposes and business operations.
- 2.2. The Client only acquires the use of rights of the Software. Nothing in this Agreement will entitle the Client to receive the source code of the Software, in whole or in part.
- 2.3. The Client agrees that:
  - he shall not make the Software available in any form for the use or benefit of any third party and agrees to take all reasonable steps to ensure that the Software is not disclosed or duplicated by any of its agents or employees in breach of the provisions of this Agreement;
  - he will not permit any other person to use the Software, whether on a time-sharing, remote job entry, or other multiple-user arrangement;
  - he may make a reasonable number of back-up archival copies of the Software and any related Modifications, Updates, or Upgrades;
  - he will reproduce all confidentiality and proprietary notices on each of these copies and maintain an

accurate record of the location of each of these copies. The Client may not otherwise copy, translate, modify, adapt, decompile, disassemble, reverse engineer or create derivative works on the basis of the Software, except as and to the extent specifically authorized by applicable law;

- he shall not, at any time, sub-license, sublease, sub-host, sell or give away control of any portion of the Software. The Software is protected by either a temporary or permanent license-key. In no event will the Client deactivate the security codes related to the Software or crack the related license-keys.
- He shall not, at any time, use the Software for more users and/or pages than the number of users and/or pages ordered. If the Client wants to use the Software for more users and/or pages, he needs to inform XPERTDOC immediately in order to buy additional users and/or pages. XPERTDOC reserves the right to regulate the number of users and/or pages backwards in time.

2.4. The Client is exclusively responsible for the supervision, management and control of its use of the Software, including, but not limited to, providing all reasonable measures for detecting promptly and minimizing the effect of any errors, failures or interruptions that might occur in using the Software. The Client is solely responsible for the (technical) skills and abilities of his agents and employees involved with (the use of) the Software.

### 3. Pricing and payment conditions

3.1. The Client shall pay to XPERTDOC a remuneration for the license granted pursuant to clause 2. The remuneration shall be either, as determined in the Order Form:

- A one-time license fee for the Period (if the license is granted perpetually), as described in the Order Form, in which case Maintenance Services are included in the price for year one (1). The Maintenance Services will be renewed annually for successive Periods of one (1) year, unless terminated at the latest three (3) months prior to expiry. Prior to the full payment, the Client shall obtain a temporary license key. After full payment, the Client shall obtain a permanent license key;
- A recurring fee for one or more parts of the Period, as described in the Order Form, if the Software is provided under a time-limited model (subscription). If no Period is defined in the Order Form, the Period shall be one (1) year, renewed annually for successive Periods of one (1) year, unless terminated at the latest three (3) months prior to expiry. The Period can be also (i) one (1) month, renewed monthly for successive Periods of one (1) month, (ii) three (3) months, renewed quarterly for successive Periods of three (3) months, (iii) six (6) months, renewed each semester for successive Periods of six (6) months, unless terminated at the latest three (3) months in prior to the end date. In this case, the license fee also includes Maintenance Services, which shall be provided in accordance with the Maintenance Agreement. XPERTDOC shall provide a time-limited key for each Period, upon payment of the recurring license fee.

3.2. All charges payable by the Client hereunder shall be paid within fourteen (14) days after the invoice date.

3.3. The license fees and any additional charges payable under this Agreement are exclusive of VAT.

3.4. If any sum payable under this Agreement is not paid by the Client within the due date, without prejudice to XPERTDOC's other rights and remedies (including the right to claim higher proven damages), XPERTDOC shall be entitled to charge interest on such sum at the rate of 1% per commenced month, as well as a fixed amount of compensation of 10% of the unpaid amount, with a minimum of 125 EUR. XPERTDOC shall also be entitled to withhold any license key or to suspend the use of any specific license key until full payment is obtained.

3.5. The Client shall not be entitled to assert any credit, set-off or counterclaim against XPERTDOC in order to justify withholding payment of any amounts due under this Agreement (whether in whole or in part).

3.6. The Client acknowledges and agrees that any failure to comply with the terms of clause 3 shall constitute a material breach of this Agreement.

3.7. XPERTDOC shall be entitled to apply a price index mechanism to all recurring license fees and charges due under this Agreement, annually on the anniversary of the Commencement Date, in accordance with the following formula:

New Charge = Old Charge x [0,2 + 0,8 x (Current Index / Base Index)]

Old Charge = the charge applicable at the indexation date.

Current Index = Agoria index (national average) for salary costs and social charges of the month preceding the index date.

Base Index = Agoria index (national average) for salary costs and social charges of the month preceding the Commencement Date or, in case indexation has already been applied, the month preceding the date of the last indexation.

## 4. Limited warranty

4.1. XPERTDOC warrants that the Software is in all material respects in conformity with XPERTDOC's published specifications that are in effect on the installation date of the Software.

The Client acknowledges that this warranty shall not apply if the Software malfunction is due to extrinsic causes, such as, without limitation:

- natural disasters, including smoke, water, earthquakes or lightning;
- electrical power fluctuations or failures;
- the neglect or misuse of the Software or other failure to comply with the instructions set forth in the Documentation;
- a correction or Modification of the Software not provided or approved in writing by XPERTDOC;
- the failure to promptly install a Modification, Update or Upgrade;
- a malfunction of the Client's hardware and/or communication equipment;
- the (wrong) combination of a Software with other non-XPERTDOC software;
- the incorrect use of the Software that violates the general rules of programming.

4.2. In no event, not even in the event that XPERTDOC would take care of the installation of a Software and/or the training of the Client, XPERTDOC provides any other warranty, whether express or implied, in relation to the Software, except for the mandatory legally provided warranties. In particular, XPERTDOC provides no warranties of any kind in relation to:

- the merchantability and/or fitness of any Software for a particular purpose;
- the compatibility of any Software with the software and/or the hardware of the Client and/or any third party;
- the expectation of the Client that the Software will satisfy or may be customized to satisfy all or any of Client's specific requirements;
- the uninterrupted or error-free use of the Software by the Client, regardless of whether such warranty would otherwise be imposed by contract, statute, course of dealing, custom and usage, or otherwise.

4.3. In case of physical delivery of the Software, the Client acknowledges that he shall promptly inspect all Software upon arrival at destination for defects and shortages. In case of download or installation by XPERTDOC, the Client acknowledges that he shall promptly inspect all Software upon arrival at destination for defects and shortages.

4.4. The Client shall notify XPERTDOC by e-mail, immediately confirmed by registered mail, of any shortage or apparent defects within two (2) days of receipt of the Software and of any other defects within seven (7) days of receipt of the temporary license-key. Should the Client fail to give such notification, the Software shall be deemed to be accepted. Any notification by the Client will provide sufficient detail with regard to the alleged defect or shortage.

4.5. In any case where the warranty under this clause 4 can be applied, XPERTDOC will, at no cost, either repair or replace the Software within a reasonable time. XPERTDOC reserves the right to decide whether it will repair or replace the deficient software media. The Client acknowledges that this warranty is limited to

defects that are found to be due to XPERTDOC's manufacturing or testing procedures and not to the Client's or third party's developed applications or solutions with the Software.

## 5. Limitation of liability

- 5.1. Except in case of fraud or intentional default, XPERTDOC shall not be liable for any indirect, incidental, consequential or similar damages or losses incurred by the Client (including, but not limited to, loss of profit revenue, data, goodwill, opportunity) in relation to the Software, whether these damages or losses were foreseeable or not.
- 5.2. Except in case of fraud or willful intent, the liability of XPERTDOC shall be limited to direct damages only and, to the lower of the following amounts: (i) 25.000 EUR or (ii) an amount equal to the amounts paid in that calendar year by the Client to XPERTDOC.
- 5.3. It is known and accepted by the Client that clauses 4 and 5 of this Agreement contain the exclusive remedy and XPERTDOC's exclusive and maximum liability for any and all breaches of warranty or other duties related to the Software.

## 6. Title and ownership

- 6.1. All trademarks, service marks, patents, copyrights, trade secrets and other proprietary rights in and/or related to the Software are and will remain the exclusive property of XPERTDOC, whether or not specifically recognized or perfected under applicable law.
- 6.2. The Client shall not take any action that jeopardizes XPERTDOC's proprietary rights or shall not acquire any other rights in the Software than the limited use rights specified in clause 2 of this Agreement.
- 6.3. XPERTDOC will at no cost own all rights to any copy, translation, Modification, adaptation or derivation of the Software, including any improvement or development thereof or the development of custom-made Software. At XPERTDOC's first request, the Client will obtain the execution of any instrument that may be appropriate to assign these rights to XPERTDOC or perfect these rights in XPERTDOC's name.

## 7. Indemnity

- 7.1. XPERTDOC shall indemnify the Client against any direct damages which may be awarded against it by an enforceable court decision or arbitration award, as a result of the Software being held to infringe a patent or copyright of a third party which exists as of the date of the acceptance in writing by XPERTDOC of the Client's Order Form, but only if:
  - the Client notifies XPERTDOC promptly by e-mail, immediately confirmed by registered mail, upon learning that a claim might be asserted;
  - XPERTDOC has the sole control over the defense of the claim and of any negotiations for its settlement or compromise;
  - the Client takes no action that is contrary to XPERTDOC's interests.
- 7.2. If a claim, as described in clause 7.1, may be or has been asserted, the Client will permit XPERTDOC, at XPERTDOC's option and expense, to:
  - procure the right to continue using the Software;
  - replace or modify the Software to eliminate the infringement while providing functionally equivalent performance, or;
  - accept the return of the Software and the refund to the Client of the amount actually paid to XPERTDOC for such Software, and to ensure the refund of a pro rata share of the license and maintenance fee that the Client has actually paid for the Period that the Software are not usable.
- 7.3. XPERTDOC shall have no indemnity obligation whatsoever in respect of the Client under this clause 7 if the patent or copyright infringement claim results from:
  - a correction or Modification of the Software not provided by XPERTDOC;

- the failure to promptly install a Modification, an Update or an Upgrade which would resolve the infringement;
- the use of the Software by the Client in a manner not consistent with the terms of this Agreement or the reasonable instructions of XPERTDOC or;
- the combination of the Software with other non-XPERTDOC software.

## 8. Confidentiality

- 8.1. Each Party acknowledges that in the course of this Agreement, a Party (the "Receiving Party") may become privy to Confidential Information which is disclosed by the other Party (the "Disclosing Party").
- 8.2. The Receiving Party shall keep all Confidential Information confidential. The Receiving Party shall not disclose Confidential Information to any other person, and shall not use Confidential Information for any purposes other than for the purposes of this Agreement. The Receiving Party shall safeguard the Confidential Information to the same extent that it safeguards its own confidential and proprietary information and in any event with no less care than a reasonable degree of protection.
- 8.3. Each Party agrees that before any of its subcontractors and/or agents may be given access to Confidential Information, each such subcontractor and/or agent shall agree to be bound by a confidentiality undertaking comparable to the terms of this Agreement. Notwithstanding the return of any Confidential Information, each Party and its subcontractors and/or agents will continue to hold in confidence all Confidential Information, which obligation shall survive any termination of this Agreement.
- 8.4. In the event the Receiving Party is requested or required to disclose, by court order or regulatory decision, any of the Disclosing Party's Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt written notice so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. The Receiving Party shall furnish only that portion of the Confidential Information which is legally required.
- 8.5. Within ten (10) Business Days upon (i) the termination of this Agreement or (ii) the Disclosing Party's reasonable earlier request at any time, the Receiving Party shall destroy or return to the Disclosing Party (at its option) any and all of the Disclosing Party's Confidential Information, and shall purge all copies and traces of the same from any storage location and/or media.
- 8.6. The confidentiality undertaking under this clause 8 shall not be applicable if the Confidential Information:
  - had entered the public domain prior to being divulged or thereafter, but without any breach of confidentiality undertaking; or
  - had been legitimately obtained from a third party neither tied by an obligation of confidentiality nor professional secrecy; or
  - was independently created by the Receiving Party without use of any Confidential Information of the Disclosing Party; or
  - was already known or developed by the Receiving Party, as can be demonstrated by documentary evidence.
- 8.7. Any infringement by the Client of his obligations under this clause 8 will entitle XPERTDOC to claim payment of a 25.000,00 EUR lump sum, without prejudice to XPERTDOC's right to claim higher damages if XPERTDOC can prove the existence of such higher damages.

## 9. Audit and inspection

- 9.1. XPERTDOC may request that Client provide a certification to the effect that actual usage of the Software is in compliance with the terms of this Agreement and any ordering document like the Order Form. In addition, XPERTDOC may monitor or upon five (5) business day advance notice, perform an audit to determine compliance with the licensing terms and/or subscription terms of this Agreement and any ordering document like the Order Form during the Client's regular business hours, at Client's head office, and which audit shall not unreasonably interfere with Client's course of business. For greater certainty, XPERTDOC will

make best efforts to minimize disruption to Client in respect of any audit (e.g. the parties will favor a desk audit where Client runs an audit tool on behalf of XPERTDOC rather than an onsite audit). The audits shall also be restricted to those systems, data or information directly relating to the Software. If the number of copies, level and type of usage, or number of users or volume of documents generated is found to be greater than those specified in the Agreement and any ordering document like the Order Form, the Client shall pay to XPERTDOC, within thirty (30) days of the date of an invoice as for this matter, the amounts that should have been paid for such greater use, based upon the current list prices for use under the relevant ordering document like the Order Form. XPERTDOC shall keep all information obtained during any such audit confidential and all information obtained pursuant to this Section will be treated as Confidential Information.

- 9.2. Any underpayment disclosed by such examination shall be paid promptly to XPERTDOC, together with an indemnity of 10% of the underpaid amount. If the underpaid amount exceeds in any calendar year 10% of the amounts due for that calendar year, the Client shall also pay for the expenses of the audit.

## 10. Miscellaneous

- 10.1. In no event shall any delay, neglect or forbearance on the part of either Party in enforcing (in whole or in part) any provision of this Agreement be or be deemed to be a waiver thereof or a waiver of any other provision or shall in any way prejudice any right of that Party under this Agreement.
- 10.2. If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this Agreement shall continue in full force and effect as if this Agreement has been executed with the invalid, illegal or unenforceable provision eliminated. The Parties shall immediately commence negotiations in good faith to remedy this invalidity.
- 10.3. This Agreement sets out the entire agreement and understanding between the Parties relating to the subject matter of this Agreement, and supersedes any and all prior agreements, presentations, proposals, terms or conditions provided by XPERTDOC, correspondence and understandings, oral or written, relating to the subject matter hereof.
- 10.4. No amendment, Modification or waiver of any provision of this Agreement, nor consent to any departure by any Party, shall in any event be effective unless the same shall be in writing and signed by both Parties, and then such amendment, Modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.
- 10.5. This Agreement shall be governed by and construed under the laws of Belgium. Each Party submits to the exclusive jurisdiction of the competent courts of Antwerp for the purposes of any dispute arising hereunder.