

END USER LICENSE AGREEMENT
infostrait Products bv

straitPortal
straitBatch
ALFEmail
/FS
infostrait/CBIS

INTRODUCTION

This End User License Agreement (“EULA”) is applicable to all licenses granted by Company on the Product(s) and services and support associated to the Product(s).

This Agreement is between **infostrait Products bv**, Loenen, the Netherlands (hereinafter “**Company**”), and the legal entity to which Company has provided the Product(s) (“**Licensee**”) and – (if applicable) if the Product has been sold and distributed by a VAR - the Value Added Reseller (“**VAR**”).

Each party acts exclusively in its own name and on its own behalf with respect to the rights and obligations pursuant to this Agreement.

In the quote, commercial offer, subscription form, order form or any other document (including email or any other form of electronic correspondence) (“Quote”), the respective parties have identified which Product(s) has(have)been licensed by Company to Licensee, as well as the conditions to which the license is subject.

Per respective Product, such conditions may vary. Applicable conditions may include: (maximum) number of users, named users, physical hardware (designated machine), term, scope and/or a specific geographical area.

This Agreement shall also be published on Company’s website(s) (www.infostrait.nl/eula).

Use of the Product(s) shall include full acceptance of the terms and conditions of this Agreement by Licensee.

The parties agree as follows:

1. DEFINITIONS

Agreement means this End User License Agreement.

Designated Machine means the central processing unit or workstation and/or any other type of physical hardware identified in the Quote, by (i) type, serial number and target ID; and/or (ii) installation address; and/or (iii) if applicable, named Users.

Effective Date of the License(s) means, for the Product(s), the date on which the licensed program(s) and the associated password(s), access- or other code(s) or license key(s), if applicable, are made available to Licensee, or per the date specified in the Quote. This Agreement shall become effective per the Effective Date of the License(s).

Product(s) means the licensed program or programs “straitPortal” and/or “ALFEmail” and/or “straitBatch” and/or “/FS” and/or “infostrait/CBIS”, as identified in the Quote, including, if applicable, related documentation. Company may make any such Product(s) available as “software as a service” (“SaaS”).

License Fee(s) means the License Fees due by Licensee as defined in the Quote and/or this Agreement.

License Fees are due by Licensee for the use of the Product(s) per the Effective Date of the License(s).

License Fees are also due for the provision of Support Services and are due per each annual anniversary date.

With regard to some Product(s), the License Fee for Support Services is or may be included in the License Fees due and paid for the use of the Product(s) as identified in the Quote.

Quote means a commercial proposal, subscription form, order form or any other document (including email or any other form of electronic correspondence) containing a quote, price and/or (license) fee(s) for the (use of the) Product(s), made to Licensee by the Company (or, if applicable, the VAR) in which document the Product(s) is(are) identified, the License Fee(s) for use of the Product(s) and Support Services as well as any other relevant conditions, such as scope, geographical area, term and any other information related and with respect to the licensing and use of the Product(s). The Quote shall form an integral part of this Agreement. In the event of a conflict between the Quote and this Agreement, the Quote shall prevail.

Support Services means the services described in Section 5.

Territory means – if applicable - the region(s) or country(countries) as described in the Quote and in which geographical area the License may be used by Licensee in accordance with this Agreement.

Users means employees, consultants of Licensee or subcontractors of Licensee who work on or within Licensee's

premises (in, if applicable: the Territory and/or on Designated Machines) and for the exclusive and specific internal needs of Licensee.

VAR means a distributor that has signed a VAR-Agreement with Company. VAR is entitled to sell and distribute the Product(s) in accordance with such VAR-Agreement.

If the Product(s) has(have) not been sold and distributed by a VAR, but the order is made directly to Company, all rights and obligations made and implemented in this Agreement, shall be made directly and apply directly between Company and Licensee.

2. GRANT OF RIGHT AND LICENSE BY COMPANY

Upon the Effective Date of the License, and subject to the terms and conditions of this Agreement, Company grants Licensee a:

- (a) non-exclusive;
- (b) non-transferable;
- (c) non-sublicensable;
- (d) perpetual (unless explicitly or implicitly defined otherwise in the Quote, in which case the License is granted for a limited term and/or scope)

license;

to use the Product(s), upon the conditions as identified in the Quote:

- (1) in the Territory; and/or
- (2) on the Designated Machines; and/or
- (3) by the maximum number of Users; and/or
- (4) by the named users; and/or
- (5) within a limited term; and/or
- (6) within the scope of a certain project and/or any other well defined limited scope of use; and

upon:

- (i) full and timely payment of the License Fee(s), and (if applicable);
- (ii) full and timely performance of any other obligations (as identified in the Quote and/or this Agreement, pursuant to which Licensee placed its order).

Licensee has no right to rent, lease, sublicense the Product(s) to any third party, whether in whole or in part, and/or enable by any other means, directly or indirectly, any third party to use the Product(s).

Licensee is under no circumstances entitled to resell, redistribute and/or commercially exploit the Product(s).

Licensee shall not modify, reverse engineer, decompile, disassemble or otherwise translate the licensed Product(s).

Licensee is not authorized to use the Product(s) (i) to develop software applications for use by or distribution to any third party, whether in whole or part, whether as standalone products or as components, and whatever the means of such distribution (including without limitation through the Internet or as Internet-based services), (ii) to perform or offer any type of services directly or indirectly related to the Product(s), including but not limited to, consulting, training, assistance, customization or development for any third party, irrespective of how such services are offered or performed (including without limitation through the Internet or as Internet-based services).

The Product(s) may not be operated on a wide area network or over the Internet, unless explicitly specified otherwise in the Quote.

The Product(s) may only be operated by Users for Licensee's specific and exclusive internal use for which a license for the relevant Product(s) has(have) been ordered, and in accordance with this Agreement.

Licensee may make a reasonable number of copies of the applicable Product(s) for installation and one copy for back-up per Designated Machine (if applicable) in support of Licensee's authorized use as described above.

Any change of Designated Machine (if applicable) shall be notified in writing to VAR (or, if the Product has not been distributed by a VAR: to Company).

Except as is expressly set forth herein, no other express or implied right or license is provided to Licensee.

Any other use and/or any unauthorized use and/or any violation of Licensee's obligations as defined in this Section 2 and/or any other use exceeding the conditions, scope and/or term as identified in this Agreement, shall be considered a major and material breach of this Agreement.

Licensee shall reimburse, indemnify and hold Company harmless in this respect for and against all losses, costs and damages, including in particular Company's right to an additional payment of License Fees, without prejudice to any other rights Company has or may have, including Company's right to terminate this Agreement with immediate effect and/or disable Licensee's access to the Product(s).

Within a reasonable period of time after Company's acceptance of a corresponding order, VAR (if applicable) will deliver to Licensee one copy of the Product(s) and/or provide Licensee with access or other codes, license keys and/or passwords. If the Product(s) has(have) not been distributed by a VAR, such obligation shall rest upon Company. The Product(s) shall – where applicable - be delivered EXW (Incoterms 2000) at VAR's premises (or, if the Product(s) has(have) not been distributed by a VAR: Company's premises) identified in the Quote. Passwords, license keys or codes shall be provided via email or any other means designated by Company.

Without prejudice to Section 6, Licensee shall keep all passwords, license keys and codes strictly confidential. Licensee shall store these in a secure manner. Licensee is responsible for the loss of passwords, license keys or codes. Licensee is liable for any abuse and/or unauthorized use of such password, license keys and/or codes. If any unauthorized use is suspected by Licensee, Licensee shall report to Company (or, if applicable: VAR).

Licensee shall comply with all instructions, administrative and security regulations provided by Company (or, if applicable: VAR). Licensee shall ensure that its activities and its use of the Product(s) shall comply with all applicable national laws.

If the use of any Product, requires the possession, payment and/or use of any third party software license, Licensee shall on its own behalf and at its own risk ensure that sufficient licenses shall be acquired by Licensee and paid for. In this respect, it is the sole and exclusive responsibility and liability of Licensee to ensure that Licensee possesses a sufficient number of appropriate licenses. Licensee shall hold Company – and/or, if applicable: VAR - harmless and reimburse all Company's costs and expenses made in this respect.

3. VAR

Products may be distributed directly by Company or a VAR, such VAR being appointed by Company.

It is specifically understood and agreed by Company, Licensee and (if applicable:) VAR respectively that any and all rights and obligations of VAR hereunder shall be conditional upon VAR's right to distribute the Product(s) to Licensee.

VAR acts exclusively in its own name and on its own behalf. VAR is not entitled to represent Company and has no power of attorney to represent or legally bind Company.

VAR shall cease to be a party to this Agreement, without any right of set-off, compensation or indemnity, if (a) for any reason VAR ceases to be an authorized distributor of the Product(s); (b) is in breach of this Agreement; (c) Licensee has requested Company to change its VAR. VAR's obligations may be transferred and assumed by either Company or a new VAR.

Should VAR cease for any reason to be entitled to distribute the Product(s), VAR shall automatically cease to be a party to this Agreement without any right to compensation, indemnity or set off of any kind.

Company may, upon written notification to Licensee, elect to assume directly all of VAR's rights and obligations under this Agreement and/or assign or otherwise transfer them in whole or in part to any other distributor (VAR) that has signed a VAR-Agreement with and has been designated by Company.

In such event, any License Fees for Support Services paid by Licensee to VAR, shall be reimbursed and paid by VAR to Company. VAR shall provide all reasonable required assistance to enable a smooth transfer to Company or a newly appointed VAR. VAR thus undertakes to provide all necessary assistance and to complete all formalities

required or advisable, as the case may be, to achieve the purpose of the above.

4. PRICE & LICENSEE'S PAYMENT OBLIGATIONS

In consideration for the rights, licenses and services provided hereunder, Licensee shall pay the charges applicable to each license of the Product(s) and, unless provided otherwise in this Agreement, at the price identified in the Quote pursuant to which Licensee made its order.

All fees and any other charges will be invoiced upfront. Unless stated otherwise in the Quote, all invoices shall be paid ultimately within 30 calendar days.

Payments pursuant to this Section 4 shall be made to Company (or: if the Product(s) has(have) been distributed by a VAR, payment shall be made to VAR).

License Fees are specific to each country or region as the case may be. Transfer of existing licenses to a new Designated Machine located in another country or region may be subject to an adjustment in price and applicable taxes.

All prices are exclusive of VAT and any other taxes. Licensee shall be responsible for any and all taxes, however designated, levied or based on licenses, activities or payments under this Agreement, exclusive of taxes based on the net income of VAR (or, if the Product has not been distributed by a VAR: Company) as applicable.

Non(-timely) payment may result in termination of this Agreement by VAR or Company and/or the immediate denial of access to the Product(s), without any notice being required and without prejudice to VAR or Company's other rights and without Licensee being entitled to any refund of License Fees.

5. SUPPORT & OTHER SERVICES

5.1 Support Services. VAR will provide Support Services for the Product(s) as follows and subject to continued payment by Licensee of applicable License Fees (as provided in this Section):

- (1) Licensee shall be entitled to receive (if available) new releases for the Product(s);
- (2) Licensee may report errors in the Product(s) to VAR;
- (3) VAR shall be the primary, single and exclusive point of contact for collecting, qualifying, and managing Licensee's incident reports. VAR shall be responsible for redirecting the reports of incidents qualified as errors to Company.

If the Product(s) has(have) not been sold and distributed by a VAR, the obligations as defined in this paragraph shall rest upon Company.

For the sake of clarity it is expressed: (a) that Licensee's right to receive (if available) new releases does not include the right to receive new versions of the Product; (b) that non-defect support is not included in the Support Services; (c) that solving of eventual errors is not guaranteed.

Support Services renew automatically on an annual basis. License Fees for Support Services shall thus become due per each annual anniversary date of the License(s) for the Product(s). The first anniversary date shall be one calendar year after the Effective Date of the License(s) for the Product(s).

Support Services are subject to change. Any such changes shall not require the separate and/or explicit consent of Licensee and/or VAR (if the Product(s) has(have) been distributed by a VAR) and shall be effective immediately upon receipt of notice of any such change. Any change shall be communicated to Licensee in writing, via email or via Company's website(s) (www.infostrait.nl) and/or any other website administered and owned by Company, of which Licensee shall be informed).

Support Services are not perpetual. Company retains the right at all times to terminate Support Services. Company thus may at all times terminate Support Services for the Product upon six (6) months prior written notice to Licensee and shall become effective per the first anniversary date after said six (6) months have passed. Licensee shall not be

entitled to any refund or any other form of compensation.

Licensee can terminate Support Services, provided Licensee shall provide written notice to VAR (of, if the Product(s) has(have) not been distributed by a VAR: Company), subject to a notice period of one month. Such termination shall apply to all licenses for a certain Product. In such case Support Services for the Product(s) will terminate per the first anniversary date of the License after the notice period of one month has passed. Licensee shall not be entitled to a refund.

In case of failure by Licensee to pay to VAR (or, if the Product has not been distributed by a VAR: Company) any License Fee, VAR (or, if the Product has not been distributed by a VAR: Company) shall be entitled to terminate the provision of Support Services related to the Product(s) with immediate effect, without prejudice Company's other rights.

If a license is granted for a specific and limited term and/or for the a certain project and/or any other well defined scope and/or is conditional as identified in the Quote, Support Services will automatically cease if such term has expired and/or the purposes or boundaries of the scope and/or conditions have been met and/or have been completed, without any notice being required.

Company may immediately cease Support Services, without prejudice to Company's other rights, if Licensee violates one or more of its obligations under this Agreement, without any notice being required and without prejudice Company's other rights.

5.2 Other services. No services are included in the License Fee, except those mentioned in Section 5.1. Licensee may require additional services from Company, such as helpdesk services, training and education, implementation services, advisory or consultancy services and/or any other services.

Any such services shall be offered separately by the appropriate legal entity in accordance with the applicable general terms and conditions.

Services not explicitly quoted and agreed upon in advance, but nevertheless ordered by Licensee, may be invoiced by Company to Licensee at appropriate, reasonable market rates.

5.3 Service Levels; SaaS. Products provided as "Software as a Service" ("SaaS") may be subject to specific Service Levels. Any such Service Levels shall be separately agreed upon between Company and Licensee in a Service Level Agreement. The arrangements described in this Article 5.3 shall only apply to Products provided as a 'SaaS' and shall thus not apply to any other Products.

If no specific Service Levels have been agreed upon between Company and Licensee – and without prejudice to Section 9 and in particular Section 9.2 - the following service levels shall apply between Company and Licensee:

If Licensee has ordered helpdesk services from Company and/or if these are included in the License Fee, these services shall be provided during regular office times (in the Netherlands; GMT+1) i.e. between 9.00-17.00 during regular working days (thus excluding weekends and official holidays).

If a serious disruption has been logged, Company shall within 8 hours provide Licensee with a proposal of measures to be taken, including a timeframe, although Company can and shall not guarantee that the disruption has been resolved within the proposed timeframe. A disruption is considered serious if 50% (or more) of the users have no access to the Product.

Minor incidents shall be managed by Company the next regular working day after the incident has been logged. Corrective Support is included in the Licensee Fee. Corrective support shall mean any proven and reproducible error. Any other form of support is considered Non-Defect Support and is not included in the License Fee. Company is entitled to invoice Licensee for such services. Company and Licensee shall make additional agreements in this respect. Services not explicitly quoted and agreed upon in advance, but nevertheless ordered by Licensee, may be invoiced by Company to Licensee at appropriate, reasonable market rates.

Company does not warrant or guarantee any so called uptime or accessibility.

Without prejudice to the foregoing, Company shall nevertheless apply the exact and identical service levels as the service levels granted to Company by the third party providing connection, access, storage and/or any other services to Company with regard to the (use of the) Product.

Upon request, Company shall provide Licensee with a copy of the service levels granted by the third party provider. Any liability in this respect is governed by Article 9 and in particular Article 9.2

6. INTELLECTUAL PROPERTY RIGHTS & CONFIDENTIALITY

The Product(s), including any copies, compilations, made by or for Licensee, in whole or in part, are the sole and exclusive (intellectual or other) property of Company. All intellectual property rights in the Product(s) belong exclusively and solely to Company. Company shall retain all title, copyright and other intellectual property rights in the Product(s) and all modifications, enhancements or other works derivative of the Product(s).

Licensee shall preserve and reproduce any copyright, patent and trademark notices which may appear in the Product(s) on all copies thereof, in whole or part.

Licensee shall not provide, disclose or transmit any Product(s) or copy thereof, in whole or in part, without the prior written consent of Company, except to Users within the limits of the rights granted under this Agreement. Licensee shall take appropriate action with Users, to ensure that Licensee complies with its obligations under this Agreement.

Licensee recognizes that the methodologies, techniques, expressions, ideas and concepts contained in or expressed within the Product are proprietary information or trade secrets of Company. Licensee shall treat them as confidential information and not disclose them as long as this Agreement is in effect and for three (3) years thereafter.

Licensee - and VAR (if the Product(s) has(have) been distributed by a VAR) - shall not reverse engineer, decompile, disassemble, or otherwise translate all or part of the Product(s) and/or otherwise infringe upon Company's intellectual property rights with regard to the Product(s).

Any violation of this Section by Licensee and/or any other infringement by Licensee of Company's intellectual property rights on the Product(s), shall be considered a major and material breach of this Agreement. Licensee shall reimburse, indemnify and hold Company harmless in this respect for and against all losses, costs and damages, without prejudice to any other rights Company has or may have, including Company's right to terminate this Agreement with immediate effect and/or disable Licensee's access to the Product(s).

7. PATENT & COPYRIGHT INFRINGEMENT

Company will defend and indemnify Licensee against any and all claims made by a third party that (a) Product(s) delivered under this Agreement infringes a copyright or a patent, provided that (i) Licensee provides VAR (if the Product has been distributed by a VAR) and Company with prompt written notice of the claim, and (ii) Licensee gives Company control of the defense of the claim and provides reasonable cooperation in the defense of the claim. Such indemnification is limited to costs, damages and expenses (including reasonable legal fees) finally awarded against Licensee by a court of competent jurisdiction or agreed to in a written settlement agreement signed by Company arising out of such claim.

Company shall have no obligation to defend or indemnify Licensee against any claim related to (i) any modification of the Product(s) by the Licensee or anybody but the Company or (ii) the use of the Product(s) in combination with other elements, data, programs not provided by the Company.

If operation of (a) Product(s) becomes, or in Company's reasonable opinion, is likely to become the subject of an infringement claim, Licensee shall permit Company, at Company's option and expense, either to secure for Licensee the right to continue using the Licensed Program or to modify it, or replace it with another program which is functionally equivalent. If neither of the foregoing options is available on terms which are reasonable in Company's judgment, Licensee shall destroy or return said Product(s), and all copies thereof, to Company within one (1) month from Company's written request. In such a case, Company will grant Licensee an appropriate refund.

This Section 7 states Company's entire liability and Licensee's exclusive remedy for any claim of infringement under this Agreement.

8. WARRANTIES, LIMITATION AND DISCLAIMER OF WARRANTIES

Subject to continuing payment of the License Fees and compliance with the other obligations as laid down in this Agreement, Company warrants for three months from delivery to Licensee that the Product(s), will materially perform in accordance with documentation provided by Company, provided that it is properly used in the operating environment specified by Company, under normal use and circumstances, for the purpose intended.

If the Product(s) does(do) not perform, Company will attempt to make the Product(s) perform as warranted. If after sixty (60) days from notice by Licensee of the non-conformity, Company has not provided (a) performing Product(s), Licensee's exclusive remedy and Company's entire liability for any breach of such warranty is for Licensee to terminate the license related to the non-conforming Product(s) and obtain a refund of (an appropriate part of) the License Fee.

THE FOREGOING WARRANTIES ARE IN LIEU OF AND EXCLUDE, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON INFRINGEMENT.

Company does not warrant that the functions of Product(s) will meet Licensee's requirements or will enable it to attain the objectives Licensee has set for itself, or that they will operate in the combination or environment selected for use by Licensee, or that the operation of the Product(s) will be uninterrupted or free of errors. In all instances, Licensee shall be responsible for insuring that the results produced by the Product(s) comply with quality and safety requirements of the Licensee products or services.

No employee or agent of Company or VAR (if the Product has been distributed by a VAR) is authorized to give a greater or different warranty.

Licensee shall have exclusive responsibility for (a) program selection to achieve Licensee's intended results, (b) Product(s) installation, (c) taking adequate measures to properly test, operate and use each Product(s) and (d) results obtained there from. Licensee shall also have exclusive responsibility for selection, use and results of any other programs or programming equipment or services used in connection with the Product(s).

9. LIMITATION OF LIABILITY

9.1 Limitation of liability. EACH PARTY IS INDEPENDENTLY AND EXCLUSIVELY RESPONSIBLE FOR OBLIGATIONS UNDERTAKEN BY IT UNDER THIS AGREEMENT.

NO PARTY CAN BE HELD JOINTLY AND SEVERALLY LIABLE WITH ANOTHER PURSUANT TO THIS AGREEMENT.

NO PARTY SHALL BE DEEMED AN AGENT OF ANOTHER PARTY PURSUANT TO THIS AGREEMENT.

COMPANY'S LIABILITY TO LICENSEE UNDER THIS AGREEMENT, FOR ANY AND ALL CLAIMS, IS LIMITED TO THE SOLE AND EXCLUSIVE COMPENSATION OF DIRECT DAMAGES, WHICH SHALL UNDER NO CIRCUMSTANCES EXCEED THE AGGREGATE AMOUNT CORRESPONDING TO THE FEES ACTUALLY PAID BY LICENSEE IN THE PRECEDING SIX MONTH PERIOD FOR THE USE OF THE PRODUCTS WHICH CAUSED THE DAMAGES.

IN ANY CASE, LICENSEE EXPRESSLY ACKNOWLEDGES THAT THE COMPANY CANNOT AND UNDER NO CIRCUMSTANCES BE HELD LIABLE FOR:

- DAMAGES CAUSED BY THE LICENSEE'S FAILURE TO PERFORM ALL OR PART OF ITS OBLIGATIONS UNDER THIS AGREEMENT;
- INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, NOTABLY, FINANCIAL OR COMMERCIAL DAMAGES, LOSS OF PROFITS, REVENUE OF ANTICIPATED SAVINGS, BUSINESS INTERRUPTION, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES;
- THE (TOTAL OR PARTIAL) LOSS OF DATA THAT MAY RESULT FROM THE USE OF THE PRODUCTS BY THE LICENSEE;
- THIRD PARTY CLAIMS;
- FORCE MAJEURE OR ANY OTHER CIRCUMSTANCES BEYOND THE REASONABLE CONTROL OF COMPANY;

- THE NON-PERFORMANCE BY THIRD PARTIES, CONTRACTED BY COMPANY;
 - DAMAGES RESULTING FROM LICENSEE'S HARDWARE AND/OR THIRD PARTY SOFTWARE USED BY LICENSEE.
- LICENSEE IRREVOCABLY WAIVES ANY SUCH CLAIMS.

COMPANY SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY DISRUPTION IN THE INTERNET AND/OR ANY OTHER TRAFFIC OR THIRD PARTY CONNECTIONS, NECESSARY TO USE THE PRODUCT(S).

LICENSEE UNDERTAKES NOT TO SEEK LIABILITY FROM THE COMPANY'S PROVIDERS, VAR'S OR SUBCONTRACTORS FOR ANY REASON WHATSOEVER.

COMPANY'S LIABILITY AS PROVIDED IN THIS SECTION IS SUBJECT TO PAYMENT BY LICENSEE'S OF THE LICENSE FEES AND COMPLIANCE WITH OTHER OBLIGATIONS AS LAID DOWN IN THIS AGREEMENT.

ANY CLAIMS SHALL BE MADE IN WRITING ULTIMATELY WITHIN 60 CALENDAR DAYS AFTER THE LICENSEE KNEW OR SHOULD HAVE KNOWN THE GROUNDS FOR ITS CLAIM. ANY LEGAL ACTION MUST BE FILED ULTIMATELY WITHIN ONE CALENDAR YEAR WITH THE COMPETENT COURTS.

9.2 Limitation of liability; SaaS. Some Products of Company are made available as a so called "Software as a Service" ('SaaS'). In order to provide such 'SaaS', Company requires the provision of third party services, such as hosting services, data storage services and/or Internet or other connection services.

Licensee acknowledges that the use of the Products provided as 'SaaS' may be disrupted and/or data may be lost. Company shall to the best of its ability select and contract with appropriate third parties/providers of good reputation on the basis of appropriate market conditions.

Company does not provide any warranty or guarantee to Licensee in this respect. If any warranty or guarantee is provided, they shall under no circumstances exceed the warranties or guarantees provided by the third party providing the services to Company.

Without prejudice to Section 9.1 of this Agreement, Company explicitly excludes any and all liability if the provision of services is disrupted, irrespective of the causes, and/or any data are lost. Licensee is thus advised to make regular data back-ups and its own risk and behalf.

Nevertheless, Company shall award and/or pay to Licensee any damages or credits granted by any such third party to Company and actually received by Company, if Licensee's use of the Products, provided as 'SaaS', has been disrupted and/or data are lost.

Without prejudice to Section 9.1, Company's liability vis-à-vis Licensee shall thus in all circumstances be maximized to any amount or credit actually received by Company from such third party.

10. TERM & TERMINATION

10.1 Term and Termination of this Agreement

This Agreement shall come into force on the Effective Date of the License ordered by Licensee and shall remain in full force and effect until the expiration of the term of the licenses granted under this Agreement and/or if the scope and/or conditions as identified in the Quote have been met or completed, unless terminated earlier as provided hereunder.

10.2 Termination by Company

Company may terminate this Agreement and/or any licenses granted hereunder and/or terminate or deny further access to the Product(s) with immediate effect, if Licensee is in material breach of any of its obligations, without any notice being required. The termination will not prejudice any other rights and remedies of Company, including Licensee's obligation to pay all License Fees that are owed by Licensee to Company under or as a result of this Agreement.

In case of termination of the Agreement for material breach by Licensee, Licensee shall provide promptly to VAR

(or, if the Product(s) has(have) not been distributed by a VAR: to Company) a written certificate that all copies, in whole or in part, of the Product(s) have been destroyed or returned to VAR (or, if the Product(s) has(have) not been distributed by a VAR: to Company).

With regard to the termination of Support Services by Company, the agreements made in Section 5 shall apply.

10.3 Termination by Licensee

Licensee may terminate the licenses to any Product(s) by providing written notice to Company and to VAR (if the Product has been distributed by a VAR). In such case, Licensee shall immediately destroy or return all copies, in whole or in part, of the terminated or expired Product(s). Licensee shall not be entitled to a refund.

Licensee may terminate this Agreement if Company is in material breach of any of its obligations provided the Company has failed to remedy such breach within 30 calendar days of receipt of a written notice.

With regard to the termination of Support Services by Licensee, the agreements made in Section 5 shall apply.

11. MISCELLANEOUS

Purchase Orders. Licensee's purchasing terms and conditions are explicitly rejected by Company and shall thus not apply to this Agreement (and shall thus not in any way modify, supersede, overrule or supplement the terms of this Agreement).

Entire Agreement. The Quote and this Agreement, including any changes, amendments, modifications and additions in the future, shall form the entire and complete agreement between Company, Licensee and, if applicable, VAR and shall thus supersede any prior proposals, communications and offers.

Force majeure. Neither Party hereto shall be liable for any default in the performance of its obligations under this Agreement resulting from force majeure as defined by Dutch law.

Severability. In the event any part of this Agreement (other than the provision obliging Licensee to make payment) are found to be invalid, illegal or unenforceable in any respect, the remaining provisions shall nevertheless be binding with the same effect as if the invalid, illegal or unenforceable part was originally deleted.

Transfer, Assignment & Subcontract. Neither Licensee nor VAR (if the Product has been distributed by a VAR) shall subcontract, assign, delegate or otherwise transfer all or part of its rights, duties, benefits or obligations under this Agreement, or sublicense the Product(s) to any third party without the explicit and prior written consent of Company.

Company is entitled to assign and transfer this Agreement to a company of the same group as to which Company belongs, without Licensee (or, if applicable: VAR's) consent being required.

Non-Waiver. No waiver, alteration, modification, or cancellation of any of the provisions of this Agreement shall be binding unless duly made in writing by all parties. A party's failure at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce such provision.

Audit. Company is at all times entitled to verify Licensee's compliance with this Agreement at Company's expense. Licensee shall grant Company access to its premises, files and records, in order to conduct such verification. Company shall keep Licensee's information confidential. Any such verification shall take during reasonable business hours and with minimal business interruption. Company may engage a third party to conduct such verification. If the audit reveals unauthorized use of the Product(s), Licensee shall be due immediately to Company additional License Fees for the Product(s), including reimbursement of Company's expenses to conduct the verification. The foregoing shall not apply if the unauthorized use can be deemed appropriate and considered fair and reasonable use.

Export and re-export laws and regulations. Export to Licensee of the Product(s) is(are) subject to all applicable laws. Licensee shall provide VAR (or, if the Products has not been distributed by a VAR: Company) with all necessary assistance for any application for such authorizations, licenses and other approvals. Company shall have no liability whatsoever towards Licensee if such authorizations, licenses or approvals are not obtained. Licensee shall not export or re-export, either directly or indirectly, the Product(s) to any individual or entity which requires an export license or other governmental approval without first obtaining such license or approval.

Amendments. Company may at all times add, amend, modify or cancel any provision of this Agreement as deemed necessary or appropriate by the Company by written notice to VAR (if the Product has been distributed by a VAR) and/or Licensee.

Such additions, amendments, modifications and cancellations shall not require the separate consent of Licensee and/or VAR (if the Product has been sold and distributed by a VAR) and shall be effective immediately upon receipt of such notice. Any addition, amendment or modification shall be communicated to Licensee in writing, via email of via Company's website(s) (www.infostrait.nl/eula, www.infostrait.nl) and/or any other website administered by

Company). Subsequently, Licensee has the right to terminate this Agreement within 30 calendar days after such communication, provided the addition, amendment or modification can be deemed of major importance and materially affecting Licensee's use of the Product(s). Licensee shall be exclusively entitled to a pro rata refund of the applicable License Fee (unless such addition, amendment or modification results into a change with regard to Support Services in which case the agreements made in Section 5 apply).

Communication. Any communication by Company shall be deemed to have been received by Licensee if sent by email and/or if published on Company's website.

Governing law. This Agreement shall be exclusively construed, and the legal relations between the parties hereto shall be interpreted, in accordance with the laws of the Netherlands.

Governing jurisdiction. The competent courts of Amsterdam, the Netherlands, shall have exclusive jurisdiction to hear any dispute arising out of or in connection with the interpretation and/or performance of this Agreement.