

SOFTWARE LICENSE AGREEMENT FOR INTELLISTAMP

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 "Software License 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 on the original "Software License Certificate" and depending on the "Licensed Software" shall mean all information about any involved system, business model, arrangement, agreement, volume or any other parameter as specified on the "Software License Certificate", on which the "Licensed Software" may operate.
- 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 "IntelliStamp" shall mean "Licensed Software" used to create, place, verify and maintain a digital, electronic, or hybrid signature, further referred to as the "IntelliStamp Stamp", on electronic, physical or logical documents under this "Software License Agreement".
- 1.9 "ID's Website" is the website of Inventive Designers, namely <http://www.inventivedesigners.com>.
- 1.10 "Supported Version" shall mean a supported version of the "Licensed Software". The list of releases and "Supported Versions" will be published on "ID's Website".
- 1.11 "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.
- 1.12 "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".
- 1.13 "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.
- 1.14 "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".
- 1.15 "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 "ID's Website" 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.
- 1.16 "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.
- 1.17 "Software Defect" or "Bug" occurs when the software does not behave conform the accompanying and enclosed "Software Documentation".

- 1.18 "PTF" or "Program Temporary Fixes" are fixes to the "Licensed Software" to solve a "Software Defect" or "Bug" between formal "Release Updates".
- 1.19 "Release Updates" are technically or functionally complete, partial enhanced or renewed components of the "Licensed Software".
- 1.20 "System Upgrade" shall mean any change in the "Environment" (i.e. available CPU's ...) which may require a new "Software License Key" from "ID".
- 1.21 "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".
- 1.22 "Business Hours" are from Monday till Friday (excluding bank holidays), from 09:00 a.m. to 05:00 p.m. (Central European Time).

2 TERMS AND 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 License to the "Licensed Software" only for the "Environment" specified on the "Software License Certificate" for a limited period as specified on the "Software License Certificate". This period is divided into one year segments.
- 2.3 The "Software License Key" will be valid for a single segment and will be renewed at the beginning of a new segment, if the "Licensee" has fulfilled its obligations as foreseen in this "Software License Agreement" and in the "Purchase Order".
- 2.4 Unless otherwise specified on the "Software License Certificate", "Licensee" agrees to pay "ID" an annual, nonrefundable "Software License Fee".
- Besides the "License Fee" for the use of the "Licensed Software", the "Licensee" has the right to purchase "IntelliStamp Stamps" to sign documents. Unused "IntelliStamp Stamps" are not refundable after the termination or breach of the "Software License Agreement". When the "Software License Agreement" is renewed the unused "IntelliStamp" stamps can be transferred to be used during the new period.
- 2.5 "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.
- 2.6 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.
- 2.7 "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.
- 2.8 "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. "Licensee" will not change the visual representation of the "IntelliStamp Stamp" without prior written approval by "ID". In no event will "Licensee" deactivate the related "Software License Keys".
- 2.9 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 of contract enforcement to the "Licensee".

3 FEES

- 3.1 Software License Fee

The "Software License Fee" is an annual, 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 IntelliStamp Stamp Fee

The "IntelliStamp Stamp Fee" is a non-refundable, volume-based fee, prepaid by "Licensee" to "ID", for the amount of "IntelliStamp Stamps" specified on the "Purchase Order", or its electronic equivalent and accordingly to the Inventive Designers' "General Conditions of Sale".

3.3 Software Maintenance Fee

During the term of the Agreement, "Software Maintenance" is free of charge for all "Supported Versions" of the "Licensed Software" and for "Licensees" who have met all their obligations as foreseen in the "Software License Agreement" and the "Purchase Order".

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".

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".

This "Limited Warranty" is void if failure of the "Licensed Software" has resulted from accident, abuse, or misapplication.

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 feasible, the "Licensed Software" that does not meet "ID's" "Limited Warranty".

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

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., DVD, CD ...) for backup purposes only. "Licensee" may not remove any copyright or other proprietary notices contained in the Software.

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" automatically includes email communication, problem determination, problem logging and problem resolution as is technically feasible during "Business Hours". 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.
- 7.2 As a result of "Software Maintenance" "ID" can provide "PTF's" or "Release Updates" to assure the good working of the "Licensed Software".
- 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 payable add-ons or payable options that were never licensed to the "Licensee" before. 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 to the associated documentation. The "Licensee" can install the updates at his own convenience. "ID" will only support the "Supported Version".
- 7.4 Fees are charged on shipments and for physical media (e.g. CD, DVD, ...).
- 7.5 "Software Maintenance" does not cover "System Upgrades".

8 SYSTEM UPGRADE

- 8.1 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 PAYMENTS

- 9.1 "Licensee" will pay to "ID", the fees due 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 "ID's Website". 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".

10 TERMINATION

- 10.1 "Licensee" or "ID" may terminate this "Software License Agreement", without any right to refund for "Licensee" or obligation to refund to "Licensee" by "ID", by registered letter to "ID" or "Licensee" of such termination at least 90 days prior to the expiration date of the "Software License Agreement". If "ID" or the "Licensee" does not terminate the "Software License Agreement" at least 90 days prior to the expiration date of the "Software License Agreement", the "Software license Agreement" will be renewed for a new period, with a maximum of two renewals.
- 10.2 Unless otherwise specified on the "Software License Certificate", "ID" may terminate this "Software License Agreement" immediately and without judicial or administrative resolution, if "Licensee" or any of "Licensee's" employees or consultants breach any term or condition hereof, including unpaid invoices after receiving the relating final notice.
 - 10.2.1 Unused "IntelliStamp Stamps" are not refundable after the termination of the "Software License Agreement", whatever the cause of the termination.
 - 10.2.2 "ID" shall allow and provide guidelines at termination time to the "Licensee" to be able to keep verifying placed "IntelliStamp Stamps" after the termination of the "Software License Agreement".

11 OPEN SOURCE

- 11.1 "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.

12 GENERAL

- 12.1 "Licensee" may not sell, assign, give, or otherwise transfer this License or "Licensed Software" to any third party without "ID"'s prior written consent.
- 12.2 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.
- 12.3 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).
- 12.4 "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".

13 NOTICES

- 13.1 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>.