General License Terms and Conditions ("GT")

These General License Terms and Conditions are also available via the following link:
https://www2.intellecteu.com/files/catbm_general_terms_and_conditions.pdf

1. **Definitions.**

"**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

"**Agreement**" collectively means these GT, each Purchase Order, SLAs, applicable Specific License Terms, with Exhibits, appendices and amendments attached hereto.

"**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or ownership of more than fifty percent (50%) of the voting securities of a Person.

"**Business Day**" means a day other than a Saturday, Sunday and any other day on which commercial banks in Belgium are authorized or required by Law to be closed for business.

"**Confidential Information**" has the meaning set forth in Section 9.1.

"**Copyleft Material**" shall mean any software or other intellectual property that is distributed or made available as "copyleft software" or "free software with mandatory distribution" or is otherwise publicly distributed or made generally available in source code or downloadable form under terms that permit modification and redistribution of such software or intellectual property.

"**Disclosing Party**" has the meaning set forth in Section 9.1.

"**Effective Date**" means the date stated in the Purchase Order when the Agreement takes effect.

"**End User**" means the Licensee using the Software for Permitted Use (as defined in the Specific License Terms) and any Person authorized by Licensee to use the Software under provisions of this Agreement.

"**Force Majeure Event**" has the meaning set forth in Section 19.7

"**GT**" shall mean these General License Terms and Conditions applicable to Agreement.

"**Indemnitee**" has the meaning set forth in Section 11.3

"**Indemnitor**" has the meaning set forth in Section 11.3

"**Initial Term**" has the meaning set forth in Purchase Order.

"**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

"**Licensee**" has the meaning set forth in the Purchase Order.

"**Licensee Indemnitee**" has the meaning set forth in Section 11.1

"**Licensor Indemnitee**" has the meaning set forth in Section 11.2

"**Loss**" or "**Losses**" means all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right

to indemnification hereunder and the cost of pursuing any insurance providers.

"**New Version**" means any new version of the Software, including Major and Minor updates as references in Exhibit B, that Licensor may from time to time introduce and market generally as a distinct licensed product (as may be indicated by Licensor's designation of a new version number), and which Licensor may make available to Licensee at an additional cost under a separate written agreement.

"**Non-Production**" means a non-operational environment into which the Licensed Software may be installed, which is not processing live data and which has not been deployed to permit any Licensee's customers/clients to access live data. Non-Production environments include development, staging, demo and test environments.

"**Open Source Components**" means any software component that is subject to any open source license agreement available online. The Software includes Open Source Components licensed under provisions of Open Source License the list of which as of the Effective Date is outlined in Exhibit A. Due to rapid development of the Software the list is not exclusive and may be further updated by the Licensor. The Licensee has a right to demand from the Licensor an updated list of Open Source Components.

"**Open Source License**" is license agreement under provisions of which the Open Source Components are being licensed and used with the Software.

"**Service Instance**" means one instance of the Software that is installed on one environment**.**

"**Parties**" means both Licensee and Licensor.

"**Party**" means either Licensee or Licensor.

"**Payment Failure**" has the meaning set forth in Section 14(a).

"**Patch Update**" means any update, upgrade, release, or other adaptation or modification of the Software, including any updated documentation, that Licensor may provide to Licensee from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements, or other changes to the user interface, functionality, compatibility,

capabilities, performance, efficiency, or quality of the Software, but does not include any New Version.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

"**Production**" means an operational environment into which the Licensed Software has been installed, which is processing live data and which has been deployed to enable the intended Licensee's customers/clients of the environment are able to access the live data.

"**Receiving Party**" has the meaning set forth in Section 9.1.

"**Renewal Term**" has the meaning set forth in Section 14.1.

"**Representatives**" means, with respect to a Party, that Party's employees, officers, directors, consultants, agents, independent contractors, service providers, and legal advisors.

"**Restricted Open Source License**" means any open source license that could (a) create, or purport to create, obligations for, or a waiver of any rights by Licensor with respect to the Software or any related derivative works; (b) grant, or purport to grant, to a third-party or the general public, any rights to Licensor's or its Affiliates' intellectual property or proprietary rights in Software or any related derivative works; or (c) require, or purport to require, the licensing, disclosure or distribution of any source or executable code of the Software, or any related derivative work, or any related licensing terms or information.

"**SLA**" shall mean the Service License Agreement between Licensor and Licensee. SLA constitutes Part 3 of the Agreement.

"**Software**" shall have the meaning established in Purchase Order.

"**Third-Party Materials**" means materials and information, in any form or medium, that are not proprietary to Licensor, including any third-party: (a) documents, data, content or specifications; (b) Open Source Components or other software, hardware or other products, facilities, equipment or devices; and (c) accessories, components, parts or features of any of the foregoing.

"Term" has the meaning set forth in Section 14.1.

"Territory" has the meaning set forth in the Purchase Order.

"Fees" shall have the meaning set forth in Section 7.1.

2. Structure. An Agreement has the following structure:

Part 1. Purchase Order to the General License Terms and Conditions;

Part 2. General License Terms and Conditions;

Part 3. Service Level Agreement;

Part 4. Specific License Terms:

   Exhibit A. List of the Open Source Components;

   Exhibit B. Software Release Management Document.

All of the listed above shall form an integral part of the Agreement and cannot be withdrawn or waived without separate mutual waiver executed by the parties in writing.

In the event of any inconsistency between the statements made in the body of the Agreement and its Parts (1-4) with the related exhibits, schedules, parts, amendments, and appendices (other than an exception expressly set forth as such therein) and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, Purchase Order; (b) second, Specific License Terms with exhibits, schedules, amendments, and appendices; and (c) third, these GT.

3. Validity. An Agreement shall commence on the Effective Date and shall (subject at all times to earlier termination in accordance with the provisions of the Agreement) remain in effect for the whole Term, specified in Purchase Order at the end of which it shall automatically expire unless otherwise stated in the Purchase Order.

4. License.

4.1 The Software subject to the Agreement consists of the Software listed in the Purchase Order.

4.2 The Initial Term of the Agreement will commence on the Effective Date and will continue for the period set forth in the Purchase Order.

4.3 License is granted to Licensee only on conditions established in the Purchase Order and Specific License Terms to the Agreement.

4.4. <u>License Restrictions</u>**.** Except as this Agreement expressly permits, and subject to provisions related to Open Source Components, Licensee shall not, and shall not permit any other Person to:

(a) copy the Software, in whole or in part;

(b) modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements of any Software outside of Permitted Use;

(c) rent, lease, lend, sell, assign, distribute, publish, transfer, or otherwise make available the Software to any third party being not an End User;

(d) reverse engineer, disassemble, decompile, decode, or adapt the Software, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part;

(e) bypass or breach any security device or protection used for or contained in the Software or documentation;

(f) remove, delete, efface, alter, obscure, translate, combine, supplement, or otherwise change any trademarks, terms of the documentation, warranties, disclaimers, or Intellectual Property Rights, proprietary rights or other symbols, notices, marks, or serial numbers on or relating to any copy of the Software or documentation;

(g) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any Person, or that violates any applicable Law;

(h) use the Software for purposes of: (i) benchmarking or competitive analysis of the Software; (ii) developing, using or providing a competing software product or service; or (iii) any other purpose that is to Licensor's detriment or commercial disadvantage;

(i) use the Software in or in connection with the design, construction, maintenance, operation, or use of any hazardous environments, systems, or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Software could lead to personal injury or severe physical or property damage; or

(j) use (i) the Software or documentation other than for the Permitted Use or in any manner or for any purpose or application not expressly permitted by this Agreement or (ii) any Open Source Components in any manner or for any purpose or application not expressly permitted by the controlling Open Source License.

4.5 Licensee Undertakings: The Licensee shall not represent itself as an agent of the Licensor for any purpose, nor pledge the Licensor's credit or give any condition or warranty or make any representation on the Licensor's behalf or commit the Licensor to any contracts. Further, the Licensee shall not without the Licensor's prior written consent make any representations, warranties, guarantees or other commitments with respect to the specifications, features or capabilities of the Software which are inconsistent with those contained in the Software documentation or promotional material supplied by the Licensor or otherwise incur any liability on behalf of the Licensor howsoever arising.

5. Delivery. Licensor shall deliver the amount of copies of the Software as agreed in the Purchase Order electronically via Internet access in Licensor's sole discretion, to Licensee.

6. Patch Updates and New Versions. During the Term, Licensor will provide Licensee with Patch Updates and New Versions (including updated documentation) that Licensor may, in its sole discretion, make generally available to its sub-licensees at no additional charge. The Patch Updates and New Versions shall be issued and installed by the End Users in terms of **Exhibit B** attached hereto. **Exhibit B** may be updated from time to time by the Licensor via advance 10 working days written notice to Licensee.

7. Fees and Payment.

7.1 Fees. Licensee shall pay Licensor the fees, including the License fee and the Support fee, set forth in **Purchase Order** attached hereto in accordance with that order and the terms of this Section 7 (collectively, the "**Fees**"). SLA fees are established in the **Service Level Agreement**, which constitutes an integral part of the Agreement.

7.2 Taxes. All Fees and other amounts payable by Licensee under Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Licensee is responsible for all sales, use and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Licensee hereunder, other than any taxes imposed on Licensor's income.

7.3 Payment. Licensee shall pay the Fees due and owing under Agreement within the payment schedule set forth in the **Purchase Order**. Licensee shall make all payments hereunder in the currency agreed in the Purchase Order to the address or account specified by Licensor in writing (Invoices) from time to time. If other provisions are specified in the Purchase Order, such other provisions shall prevail.

7.4 Late Payment. If Licensee fails to make any payment when due then, in addition to all other remedies that may be available to Licensor:

(a) Licensor may charge interest on the past due amount at the rate of 1.0% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law;

(b) Licensee shall reimburse Licensor for all reasonable costs incurred by Licensor in collecting any late payment of amounts due or related interest, including attorneys' fees, court costs, and collection agency fees; and

(c) if such failure continues for fifteen (15) days following written notice thereof, Licensor may: (i) disable Licensee's use of the Software (including by means of a disabling code, technology or device); (ii) withhold, suspend or revoke its grant of a license hereunder; and/or (iii) terminate the Agreement under Section 14.1 (a) or Section 14.1(b), as applicable.

7.5 No Deductions or Setoffs. All amounts payable to Licensor under the Agreement shall be paid by Licensee to Licensor in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable Law).

8. Audits.

8.1 Audit Procedure. Licensor or its nominee (including its accountants and auditors) may, on reasonable at least 10 days request, inspect and audit Licensee's use of the Software under the Agreement at any time during the Term. All audits will be conducted during regular business hours and in a manner that does not unreasonably interfere with Licensee's business operations. The Licensor shall reserve the right to conduct an audit by having access to the Software with reasonable assistance of relevant Licensee's employee at any time and request infrastructure system logs related to the Software, either

of which have to be provided to the Licensor within 30 days from the date of request.

8.2   Cost and Results of Audit. If the audit determines that Licensee's use of the Software exceeded the usage permitted by this Agreement, Licensee shall pay to Licensor all amounts due for such excess use of the Software, plus interest on such amounts, as calculated pursuant to Section 7.4(a). If the audit determines that such excess use exceeds Licensee's permitted level of use, Licensee shall also pay to Licensor all reasonable costs incurred by Licensor in conducting the audit. Licensee shall make all payments required under this Section 8.2 within thirty (30) days of the date of written notification of the audit results.

9. Confidentiality.

9.1   Confidential Information. In connection with the Agreement, each Party (the "**Disclosing Party**") may disclose or make available Confidential Information to the other Party (the "**Receiving Party**"). "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, whether or not marked, designated or otherwise identified as "confidential." Without limiting the foregoing: (a) the Software and documentation are the Confidential Information of Licensor; and (b) the terms of this Agreement are the Confidential Information of each of the Parties.

9.2   Exclusions. Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

9.3   Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

(a)   not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

(b)   except as may be permitted under the terms and conditions of Section 9.4, not disclose or permit access to Confidential Information other than to its Representatives who:

(i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 9; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 9;

(c)   safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; and

(d)   promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps to prevent further unauthorized use or disclosure.

Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section 9 with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

9.4   Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party will: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 9.3; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and

expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 9.4, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party will disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

10. Intellectual property rights.

10.1 Intellectual Property Ownership. Licensee acknowledges and agrees that:

(a) the Software and documentation are licensed, not sold, to Licensee by Licensor and Licensee does not have under or in connection with this Agreement any ownership interest in the Software or documentation, or in any related Intellectual Property Rights;

(b) Licensor and its licensor(s) are the sole and exclusive owners of all right, title and interest in and to the Software and documentation, including all Intellectual Property Rights relating thereto, subject only to the rights of third parties in Open Source Components and the limited license granted to Licensee under this Agreement; and

(c) Licensee hereby unconditionally and irrevocably assigns to Licensor or Licensor's designee, its entire right, title and interest in and to any Intellectual Property Rights that Licensee may now or hereafter have in or relating to the Software or documentation (including any rights in derivative works or patent improvements relating to either of them), whether held or acquired by operation of law, contract, assignment or otherwise.

10.2 Licensee Cooperation and Notice of Infringement. Licensee shall, during the Term:

(a) take all commercially reasonable measures to safeguard the Software and documentation (including all copies thereof) from infringement, misappropriation, theft, misuse or unauthorized access;

(b) at Licensor's expense, take all such steps as Licensor may reasonably require to assist Licensor in maintaining the validity, enforceability and Licensor's ownership of the Intellectual Property Rights in the Software and documentation;

(c) promptly notify Licensor in writing if Licensee becomes aware of: (i) any actual or suspected infringement, misappropriation or other violation of Licensor's Intellectual Property Rights in or relating to the Software or documentation; or (ii) any claim that the Software or documentation, including any production, use, marketing, sale or other disposition of the Software or documentation, in whole or in part, infringes, misappropriates or otherwise violates the Intellectual Property Rights or other rights of any Person; and

(d) at Licensor's sole expense, fully cooperate with and assist Licensor in all reasonable ways in the conduct of any Action by Licensor to prevent or abate any actual or threatened infringement, misappropriation or violation of Licensor's rights in, and to attempt to resolve any Actions relating to, the Software or documentation, including having Licensee's employees testify when requested and making available for discovery or trial relevant records, papers, information, samples, specimens and the like.

10.3 No Implied Rights. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel or otherwise, to Licensee or any third party any Intellectual Property Rights or other right, title, or interest in or to any of the Software or documentation.

10.4 Rights Not Permitted. Licensee shall not: (a) reverse engineer, decompile, or disassemble the Software, or make any attempt to unlock or bypass the Software keycode and/or hardware key used, as applicable;

(b) remove or obscure any Licensor's copyright, trademark, proprietary rights notices, or other proprietary marking of the Licensor that may now or hereafter appear on the Software; (c) acquire any rights to the Software other than those specified herein; or (e) market or sell the Software to any End User who does not agree, or indicate its assent to the terms of Licensee's End User in contradiction with provisions of this Agreement, the License Grant and the Sub-license Agreement.

11. Indemnification.

11.1 Licensor Indemnification. Licensor shall indemnify, defend, and hold harmless Licensee and Licensee's officers, directors, employees, agents, permitted successors and permitted assigns (each, a "**Licensee Indemnitee**") from and against any and all Losses incurred by the Licensee Indemnitee resulting from any Action by a third party that the Software or documentation, or any use of the Software or documentation in

accordance with this Agreement, infringes or misappropriates such third party's patents, copyrights, or trade secrets. This Section 11.1 does not apply to the extent that the alleged infringement arises from:

(a) Open Source Components or other Third-Party Materials;

(b) use or combination of the Software by or on behalf of Licensee or any of its Representatives with any third-party hardware, software, system, network, service, or other matter whatsoever, that has critical impact given the tech specifications and documentation to the Software in contradiction with applicable agreements, this Agreement and Software Documentation;

(c) modification of the Software other than: (i) by Licensor or its contractor in connection with the Agreement; or (ii) with Licensor's express written authorization and in strict accordance with Licensor's written directions and specifications;

(d) use of any outdated version of the Software version of the Software outside of time limits outlined in Working order or failure to timely, in accordance with Working order, implement any Patch Update, modification, update or replacement of the Software made available to Licensee by Licensor;

(e) use of the Software after Licensor's notice to Licensee of such activity's alleged or actual infringement, misappropriation or other violation of a third party's rights;

(f) negligence, abuse, misapplication, or misuse of the Software or documentation by or on behalf of Licensee, Licensee's Representatives, or a third party;

(g) use of the Software or documentation by or on behalf of Licensee that is outside the Permitted Use, purpose, scope, or manner of use authorized by the Agreement or in any manner contrary to Licensor's instructions;

(h) events or circumstances outside of Licensor's commercially reasonable control (including any third-party hardware, software, or system bugs, defects, or malfunctions); or

(i) Third-Party Claims or Losses for which Licensee is obligated to indemnify Licensor pursuant to Section 11.2.

11.2 Licensee Indemnification. Licensee shall indemnify, defend, and hold harmless Licensor and its Affiliates, and each of its and their respective officers, directors, employees, agents, subcontractors, permitted successors and permitted assigns (each, a "**Licensor Indemnitee**") from and against any and all Losses incurred by the Licensor Indemnitee resulting from any Action by a third party:

(a) that any Intellectual Property Rights or other right of any Person, or any Law, is or will be infringed, misappropriated, or otherwise violated by any:

(i) use or combination of the Software by or on behalf of Licensee or any of its Representatives with any hardware, software, system, network, service, or other matter whatsoever that is neither provided by Licensor nor authorized by Licensor in this Agreement and the Software documentation; and

(ii) information, materials, or technology directly or indirectly provided by Licensee or directed by Licensee to be installed, combined, integrated, or used with, as part of, or in connection with the Software or Software documentation;

(iii) use of a third party intellectual property without purchase of the license to it or any abuse of third party intellectual property combined with the Software, including but not limited to breach of Section "Intellectual Property Ownership" of the Specific License Terms and Section 10 of these GT.

(iv) incorporation of Copyleft Material into, or combining of Copyleft Material with the Software and/or distribution of Copyleft Material in conjunction with Software.

(b) relating to facts that, if true, would constitute a breach by Licensee of any representation, warranty, covenant, or obligation under the Agreement;

(c) relating to negligence, abuse, misapplication, misuse or more culpable act or omission (including recklessness or willful misconduct) by or on behalf of Licensee or

any of its Representatives with respect to the Software or documentation or otherwise in connection with the Agreement; or

(d) relating to use of the Software or documentation by or on behalf of Licensee or any of its Representatives that is outside the Permitted Use, purpose, scope or manner of use authorized by the Agreement or the documentation, or in any manner contrary to Licensor's instructions.

11.3   Indemnification Procedure. Each Party shall promptly notify the other Party in writing of any Action for which such Party believes it is entitled to be indemnified pursuant to Section 11.1 or Section 11.2. The Party seeking indemnification (the "**Indemnitee**") shall cooperate with the other Party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall promptly assume control of the defense and investigation of such Action and shall employ counsel to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any Action on any terms or in any manner that adversely affects the rights of any Indemnitee without the Indemnitee's prior written consent. If the Indemnitor fails or refuses to assume control of the defense of such Action, the Indemnitee shall have the right, but no obligation, to defend against such Action, including settling such Action after giving notice to the Indemnitor, in each case in such manner and on such terms as the Indemnitee may deem appropriate.

11.4   Mitigation. If the Software, or any part of the Software, is, or in Licensor's opinion is likely to be, claimed to infringe, misappropriate or otherwise violate any third-party Intellectual Property Right, or if Licensee's use of the Software is enjoined or threatened to be enjoined, Licensor may, at its option and sole cost and expense:

(a) obtain the right for Licensee to continue to use the Software materially as contemplated by the Agreement;

(b) modify or replace the Software, in whole or in part, to seek to make the Software non-infringing, while providing materially equivalent features and functionality, and such modified or replacement software will constitute Software under the Agreement; or

(c) terminate an Agreement subject to Section 14, in its entirety or with respect to the affected part or feature of the Software, effective immediately on written notice to Licensee, in which event:

(i) Licensee shall cease all use of the Software and documentation immediately on receipt of Licensee's notice; and

(ii) provided that Licensee fully complies with its post-termination obligations set forth in Section 11.4, Licensor shall promptly refund to Licensee, on a pro rata basis, the share of any license fees prepaid by Licensee for the future portion of the Term that would have remained but for such termination.

11.5   Sole Remedy. THIS SECTION 11 SETS FORTH LICENSEE'S SOLE REMEDIES AND LICENSOR'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SOFTWARE OR DOCUMENTATION OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

12.   Representations and Warranties

12.1 Mutual Representations and Warranties. Each Party represents, warrants and covenants to the other Party that:

(a) it is duly organized, validly existing and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization;

(b) it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses and authorizations it grants and is required to grant under the Agreement;

(c) the execution of the Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such Party; and

(d) when executed and delivered by both Parties, Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

12.2 LICENSEE UNDERSTANDS AND AGREES THAT LICENSOR MAKES NO WARRANTIES WHATSOEVER REGARDING THE SOFTWARE, DOCUMENTATION OR ANY OTHER PRODUCTS OR SERVICES PROVIDED HEREUNDER, AND SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, REGARDLESS OF ANY KNOWLEDGE OF LICENSOR'S OR ANY END USER'S PARTICULAR NEEDS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LICENSOR DOES NOT WARRANT THAT THE FEATURES OR FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET LICENSEE'S OR ANY END USER'S REQUIREMENTS, THAT LICENSEE`S OR ANY END USER'S USE OF THE SOFTWARE WILL BE UNINTERRUPTED, OR THAT OPERATION OF THE SOFTWARE WILL BE ERROR FREE.

12.3 DISCLAIMER OF WARRANTIES. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION "LIMITED WARRANTIES" OF SPECIFIC LICENSE TERMS, ALL SOFTWARE, DOCUMENTATION AND OTHER PRODUCTS, INFORMATION, MATERIALS AND SERVICES PROVIDED BY LICENSOR ARE PROVIDED "AS IS." LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, LICENSOR MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE OR DOCUMENTATION, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET LICENSEE'S OR OTHER PERSONS' REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEMS, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL OPEN SOURCE COMPONENTS AND OTHER THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN LICENSEE AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH OPEN SOURCE COMPONENTS AND THIRD-PARTY MATERIALS.

13. Limitations of Liability.

13.1 EXCLUSION OF DAMAGES. EXCEPT FOR FRAUD, IN NO EVENT WILL LICENSOR AND ITS AFFILIATES, OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY (A) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES OR PROFITS, (B) LOSS OF GOODWILL OR REPUTATION, (C) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY SOFTWARE OR OPEN SOURCE COMPONENTS OR OTHER THIRD-PARTY MATERIALS, (D) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, (E) COST OF REPLACEMENT GOODS OR SERVICES, OR (F) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

13.2 CAP ON MONETARY LIABILITY. EXCEPT FOR FRAUD, IN NO EVENT WILL THE AGGREGATE LIABILITY OF LICENSOR ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNTS PAID TO LICENSOR UNDER THIS AGREEMENT IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

14. Term and Termination.

14.1 The term of Agreement commences on Effective Date and continues in effect during the period agreed by Parties in

the Purchase Order. This Agreement will automatically renew for additional successive one year term unless earlier terminated pursuant to any of the Agreement's express provisions or if either Party gives the other Party a written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term (each a **"Renewal Term"** and, collectively, together with the **"Initial Term"**, the **"Term"**). An Agreement may be terminated at any time subject to the following terms:

(a) by Licensor, effective on written notice to Licensee, if Licensee fails to pay any amount when due under this Agreement, where such failure continues more than fifteen (15) days after Licensor's delivery of written notice thereof ("**Payment Failure**");

(b) by Licensor, immediately on written notice to Licensee if any two (2) or more Payment Failures occur in any twelve (12) month period;

(c) by either Party, effective on written notice to the other Party, if the other Party breaches an Agreement and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach;

(d) by Licensor, effective immediately, if the Licensee: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay its debts as they become due; (iii) becomes the subject of any voluntary or involuntary bankruptcy proceeding under any domestic or foreign bankruptcy or insolvency Law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property.

14.2 Effect of Termination or Expiration.

(e) On the expiration or earlier termination of the Agreement:

(i) unless otherwise agreed in writing by the Parties, all rights, licenses and authorizations granted to Licensee hereunder will immediately terminate and Licensee will (A) immediately cease all use of and other activities with respect to the Software and documentation; (B) within five (5) days deliver to Licensor, or at Licensor's written request destroy, and

permanently erase from all devices and systems Licensee directly or indirectly controls, the Software, the documentation and the Licensor's Confidential Information, including all documents, files, and tangible materials (and any partial and complete copies) containing, reflecting, incorporating, or based on any of the foregoing, whether or not modified or merged into other materials; and (C) certify to Licensor in a signed written instrument that it has complied with the requirements of this Section 14.1; and

(f) all amounts payable by Licensee to Licensor of any kind are immediately payable and due no later than thirty (30) days after the effective date of the expiration or termination of the Agreement.

14.3. Surviving Terms. The provisions set forth in the following sections, and any other right, obligation or provision under the Agreement that, by its nature, should survive termination or expiration of Agreement, will survive any expiration or termination of Agreement: this Section 14.2; Section 1; Section 7; Section 9; Section 11; Section 13; Section 19 and Section "Ownership. Intellectual Property Rights" of Specific License Terms with Section 10 of these GT.

14.4. License Suspension. Licensor may suspend License and Services provided if (i) Licensor reasonably determines that use of Software by Licensee or End-User poses a security risk to, or may adversely impact Licensor its Affiliates, the Software or other Licensor's customers or (ii) Licensor reasonably suspects fraud or abuse regarding to use of Software.

The access to the Software could be restored promptly after the issue causing the suspension has been resolved. Licensor may Terminate the Agreement if Licensee fails to cure the issue that caused suspension within 30 (thirty) days of the suspension notice.

15. Assignment. Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under the Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Licensor's prior written consent. No assignment, delegation, or transfer will relieve the Licensee of any of its obligations or performance under the Agreement. Any purported assignment, delegation, or transfer in violation of this Section 15 is void.

16. Governing Law; Submission to Jurisdiction. Any relations arising from or with regard to the Agreement shall be governed by the substantive law of the Kingdom of Belgium.

All disputes and disagreements arising from this Agreement, shall be resolved by negotiations. In case when such disputes may not be resolved through negotiations, such disputes shall be resolved by competent courts of the Kingdom of Belgium.

17. Equitable Relief. Licensee acknowledges and agrees that a breach or threatened breach by Licensee of any of its obligations regarding: Security Measures (Section 2.4 of Specific License Terms); Fees and Payment (Section 7 of this GT); Ownership. Intellectual Property Rights (Section "Ownership. Intellectual Property Rights" of Specific License Terms with Section 10 of these GT); Indemnification (Section 11 of these GT), would cause Licensor irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, Licensor will be entitled to equitable relief, including in a specific performance and compensatory damages, and any other relief that may be available from any court of competent jurisdiction, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

18. Public Announcements. Neither Party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to the Agreement or, unless expressly permitted under the Purchase Order, otherwise use the other Party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, association or sponsorship, in each case, without the prior written consent of the other Party, which shall not be unreasonably delayed or withheld, provided, however, that Licensor may, subject to confirmation via email from Licensee, include Licensee's name and other indicia in its lists of Licensor's current or former customers in promotional and marketing materials. Licensee herewith confirms that Licensor may name Licensee as the client in such marketing materials and press releases.

19. Miscellaneous

19.1. Further Assurances. On a Party's reasonable request, the other Party shall, at the requesting Party's sole cost and expense, execute, and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to this Agreement.

19.2 Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

19.3 Notices. Except as otherwise expressly set forth in the Agreement, any notice, request, consent, claim, demand, waiver, or other communication under the Agreement have legal effect only if in writing and addressed to a Party as agreed in Purchase order (or to such other address or such other person that such addressee Party may designate from time to time in accordance with this Section 19.3).

Notices sent in accordance with this Section 19.3 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if via email, with confirmation of transmission; and (d) on the fifth day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

19.4. Interpretation. For purposes of this Agreement: (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to sections, exhibits, schedules, attachments, and appendices mean the sections of, and exhibits, schedules, attachments, and appendices to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

19.5 <u>Headings</u>. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

19.6 <u>Export Regulation</u>. The Software may be subject to export control laws. Licensee will not directly or indirectly, export, re-export, or release the Software to, or make the Software accessible from, any country, jurisdiction or person to which export, re-export, or release is prohibited by applicable law. Licensee will comply with all applicable laws and complete all required undertakings (including obtaining any necessary export license or other governmental approval) prior to exporting, re-exporting, releasing, or otherwise making the Software available.

19.7 <u>Force Majeure</u>.

19.7.1 <u>No Breach or Default</u>. In no event will Licensor be liable or responsible to Licensee, or be deemed to have defaulted under or breached an Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any circumstances beyond Licensor's reasonable control (a "**Force Majeure Event**"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the Effective Date, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either Party may terminate this Agreement if a Force Majeure Event continues substantially uninterrupted for a period of thirty (30) days or more.

19.7.2 <u>Affected Party Obligations</u>. In the event of any failure or delay caused by a Force Majeure Event, Licensor will give prompt written notice to Licensee stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

19.8 <u>No Third-Party Beneficiaries</u>. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

19.9 <u>Amendment and Modification; Waiver</u>. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof is effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19.10 <u>Severability</u>. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. On such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

19.11 <u>Attorneys' Fees</u>. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party against the other Party arising out of or related to this Agreement, the prevailing Party is entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party.

These General License Terms and Conditions are agreed and accepted by Licensee:

LICENSEE: _____

Authorized Representative Name: _____

Authorized Representative Title: _____

Signature: _____

**LINKS TO THE SPECIFIC LICENSE TERMS AND CONDITIONS APPLICABLE
FOR VARIOUS COMPONENTS**

1. [Specific License Terms applicable to the Agreement for Catalyst Blockchain Manager with the Hyperledger Fabric component](#);
2. [Specific License Terms applicable to the Agreement for Catalyst Blockchain Manager with Corda component](#);
3. [Specific License Terms applicable to the Agreement for Catalyst Blockchain Manager with the Canton component](#).