CSI tools LICENSE AGREEMENT

PLEASE READ THIS CSI TOOLS LICENSE AGREEMENT CAREFULLY BEFORE DOWNLOADING OR USING THE SOFTWARE. BY USING THE SOFTWARE, YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT.

1. Definitions

Agreement: this Agreement between CSI tools bv, with registered office at 3020 Herent (BELGIUM), Bieststraat 2, (*CSI tools*) and the Customer mentioned on the order documents (*Customer*).

"*CSI tools Software Products*" mean products delivered by CSI tools at this moment and in the future, including documentation, and any further development thereof, and the resulting related activities which do not originate from third parties and whose intellectual property rights, industrial property rights and other rights are held by the parent company Control Software International bv from which CSI tools has exclusive distributor rights.

Object Codes: the computer programming codes substantially in binary form. It is directly executable by a computer after processing, but without reverse engineering, compilation or assembly.

"*Software Products*" mean CSI tools Software Products and/or software products which originate from third parties and whose intellectual property rights, industrial property rights and other rights are not held by the CSI tools' parent company, i.e., Control Software International bv. Software Products include their updates and upgrades. The extent of the user rights and any other rights or obligations regarding a third party product is determined by the third party general conditions.

Source Codes: the computer programming codes that may be displayed in a form readable and understandable by a programmer of ordinary skill. Source Codes do not include Object Codes.

2. Object of the Agreement

Customer is granted the non-exclusive right to use the Software Products and the corresponding documentation. This right shall be effective after Customer has provided the appropriate purchase order(s) or order document(s), made the required payments of the fees (and incidental costs, if any) relating to (i) the licensing schedule (e.g., yearly recurring fees), and (ii) models (e.g., client/server, PC-based, SaaS licensing models) of CSI tools, has fulfilled its other obligations and as long as Customer pays all fees in time to CSI tools.

User rights are limited exclusively to own use of the Software Products for the agreed upon CPU's (Central Processing Unit), number of users, servers and/or workstations as set out in the order documents signed with Customer.

User rights relating to the software part of the Software Products are limited to the Object Codes. Rights to the Source Codes are not provided.

It is prohibited for Customer directly or indirectly (through a third party) to copy, duplicate, alter, sell, lease, rent, share, sublicense, made available through any SaaS solution and/or any other "as-a-Service" solution or otherwise disclose the Software Products in any way, without the prior written approval from CSI tools. Customer is allowed to make back-up copies of the Software Products for continuity purposes only.

Customer shall not correct or make a third party correct any error in the CSI tools Software Products and shall not reverse engineer or decompile the Software Products. Without the prior written consent and related conditions of CSI tools, user rights on the Software Products cannot be transferred or assigned to any third party including holding companies and subsidiaries. In particular, if Customer wants to permit the use of the Software Products by a specific third party for Customer's account and business, Customer shall ask the prior written consent of CSI tools and, if accepted by CSI tools, shall apply CSI tools' reasonable instructions related to that purpose.

Additional conditions for the use of the Software Products are or may be listed in the order document(s) and this Agreement shall be deemed to be incorporated by reference in the related order document(s) (e.g., Customer's purchase order, CSI tools' order notice or proposal signed by the Customer, etc.).

This Agreement does not include any escrow service. A separate escrow agreement can be entered into by CSI tools upon request and at the costs of Customer.

3. Intellectual property

All intellectual property rights regarding the CSI tools Software Products and the corresponding documentation are and remain the absolute property of CSI tools or an affiliated company. Customer shall not acquire any title, copyright or other proprietary rights other than specified in this Agreement.

CSI tools is entitled to incorporate technical limitations and control mechanisms in the Software Products in order to prevent and/or verify that the actual number of CPU'S, users, servers, workstations, etc. does not surpass the agreed upon number of CPU's, users, servers, workstations, etc. as stated in the order documents.

4. Compliance Verification

CSI tools' right to verify compliance: CSI tools has the right to verify compliance with this Agreement, at CSI tools' expense. Customer agrees to provide reasonable cooperation in the event of a compliance audit. CSI tools may request that Customer grants its consent to allow access to the usage information captured by the system database as a tool (or otherwise) in conducting the audit.

Verification process and limitations: to verify compliance, CSI tools may engage an independent auditor from an internationally recognized public audit firm, which shall be subject to a confidentiality obligation. Verification shall take place upon not fewer than 30 days' notice, during normal business hours and in a manner that does not interfere unreasonably with Customer's operations. As an alternative, CSI tools can require Customer to complete CSI tools' self-audit questionnaire relating to the Software Products Customer and any of Customer's affiliates use under this Agreement, but reserves the right to use a verification process as set out above. By invoking the rights and procedures described above, CSI tools does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

Remedies for non-compliance: if verification or self-audit reveals any unlicensed use, Customer must promptly order sufficient licenses to cover Customer's use. In addition, CSI tools has the right to verify as of when the unlicensed use occurred and to invoice retroactively the related fees being due.

5. Warranty

CSI tools undertakes to perform its contractual obligations with all reasonable care according to usual professional practices.

The Software Products will perform substantially as described in the original offer CSI tools provides for the Software Products.

The Software Products are provided "as-is" without warranty of any kind, express or implied, and CSI tools does not warrant that the Software Products shall function without interruption or without errors, are suitable for every intended use of Customer and/or shall lead to results desired by Customer.

6. Liability

Customer shall keep the Software Products and the environment in which they operate (including other software and hardware products) in good condition and/or compliant with the minimum requirements communicated by CSI tools;

Customer shall be fully responsible at all times for generating adequate back-ups for its data and software environment, which shall not be the responsibility of CSI tools. CSI tools shall not be liable for the loss of data even if this is the result of an error in the Software Products. The Customer shall ensure the relevance, accuracy and completeness of the data or other

information needed by CSI tools. CSI tools can never be held responsible for inappropriate, inaccurate, incomplete information - and the results and/or consequences thereof - given by Customer to CSI tools. CSI tools cannot be held liable for personal data handled by Customer with the Software Products. CSI tools is not responsible for any other software than the Software Products. All problems caused by such other software or by Customer's hardware fall outside the scope of this Agreement. In addition, CSI tools shall not be liable for any damage regardless of its nature caused by third party products. If possible CSI tools shall assign its rights vis-à-vis the supplier of the third party product to Customer.

The performance of the CSI tools' obligations only creates an obligation of means on the part of CSI tools, with the explicit exclusion of any obligation of result.

CSI tools (and the authors or copyright holders of the Software Products), shall have no liability, whether in contract or in tort, for loss of or damage to Customer arising from, out of or in connection with the Software Products or the use or other dealings in the Software Products, regardless of whether or not CSI tools may have been negligent, except for such loss or damage which is caused by CSI tools' fraud and/or willful misconduct. CSI tools shall have no liability to Customer for any indirect, or consequential damages whether or not arising from or in connection with (i) a breach of this Agreement or (ii) its negligence in the performance of its obligations under this Agreement, except for such losses or damages which are caused by CSI tools' fraud and/or willful misconduct.

CSI tools' liability exists solely when Customer immediately and appropriately notifies CSI tools of a deficiency of the Software Products in writing and, at the latest, within ten working days after occurrence of the damage.

CSI tools accepts no liability regarding its marketing and communication material including for example, the content of its website, conferences, webinars, white papers, etc. which can change from time to time without notice.

In any case, all damage claims shall be time-barred after 2 years, dependent on knowledge thereof.

CSI tools' liability under this Agreement shall in any case be limited to the license fees actually paid to CSI tools by Customer during the previous year with a maximum of 100.000 EUR.

7. Ordering and Delivery

The persons signing the order documents are indisputably deemed to being vested with the necessary authority for committing the latter. Any order document of Customer has to be approved by CSI tools to be valid.

CSI tools can require Customer to order and to use the most recent versions of the Software Products.

Delivery of the Software Products is done electronically, remotely (i.e., download by Customer of the licensed Software Products, etc.) and in accordance with a planning mutually agreed by the parties. Delivery does not imply further products and/or services (e.g. training) other than the Software Products agreed between CSI tools and Customer. However, CSI tools is entitled to develop and add new features in the new releases of the CSI tools Software Products.

8. Prices, Invoicing and Payment

Fees, charges, taxes, etc. related to the licensing schedule and model Customer is indebted on the basis of the Agreement are stated in the order documents.

All prices are VAT, charges and taxes exclusive. All invoices are always calculated in euro. They are drawn up in euro unless agreed upon otherwise in writing. Prices indexation shall be applied pursuant to the Belgian ICT sector rules.

CSI tools' prices are based on the fact that the CSI tools activities are done remote. If activities are to be performed on site, CSI tools shall be entitled to charge additional costs and expenses subject to prior mutual agreement with Customer. The migration of one or more licenses of CSI tools Software Products from or to another Customer's billing authority, e.g. a migration to a sister company, is not included in any CSI tools' fee and will be subject to further to be specified CSI tools' terms and conditions.

CSI tools shall invoice the amount, appropriately itemized, owed by Customer. Customer shall pay all amounts indebted within 30 days of the invoice date. For that purpose, Customer undertakes to provide CSI tools with the appropriate purchase order(s), otherwise Customer accepts that CSI tools is entitled to terminate the Agreement.

Payments for any annual or periodic amounts are due in advance, and can be invoiced to Customer prior to each year or any other period during which the Agreement between CSI tools and Customer continues.

If only one of the agreed fees corresponding to the license schedule and model ordered is not paid or is no longer paid by Customer (e.g. yearly recurring server fee), the Software Products cannot be used or can no longer be used by Customer and this situation shall vest CSI tools with the authority to suspend its own obligations and to cancel all or part of this Agreement and the related agreements in progress between the parties, without any other formality than a notification by email to Customer and without indemnity.

The Customer's payments shall not be subject to any compensation or deduction.

9. Term, Termination, End-of-Life

According to the order documents this Agreement may have a yearly or a multi-year term. After its expiration each Agreement shall be automatically renewed each year unless Customer notifies CSI tools minimum three months prior to the Agreement renewal date or unless CSI tools considers that the Software Products shall reach their end of life which shall be announced by CSI tools to Customer three hundred and sixty (360) calendar days in advance. It may be terminated with immediate effect and without prior notice:

(i) in case of failure by either party to observe or perform any term or covenant or any term or provision of this Agreement as far as such failure has not been remedied within one month after a written request from the other party to remedy such failure;

(ii) in case either party makes an assignment for the benefit of its creditors, admits in writing its inability to pay its debts when due, commits an act of bankruptcy, is adjudicated or petitioned for the adjudication of bankruptcy or insolvency or is subject to any of the proceedings instituted against it for bankruptcy or insolvency or relief of creditors.

In any case of termination of the Agreement Customer is obligated to immediately (i) stop using the Software Products and (ii) execute a complete deregistration of the licenses granted in accordance with CSI tools rules. This deregistration can be controlled by CSI tools afterwards with the obligation for Customer to prove the complete deregistration.

In any case of termination, no refund shall be made by CSI tools. After any termination of the Agreement Customer can no longer obtain any of the rights provided by the Agreement, leaving unhindered the existence of the obligations of both parties which by their nature continue automatically after the termination of the Agreement.

10. Miscellaneous

CSI tools and Customer mutually commit themselves to the confidentiality of all data and information concerning each other's business, organization, clients, files, products, personal data, etc. which they become aware of under their business relationship.

If any provision of this Agreement is or is held to be invalid or unenforceable, then so far as it is invalid or unenforceable it has no effect and is deemed not to be included in this Agreement. This shall not invalidate any of the remaining provisions of this Agreement. The

parties shall then use all reasonable endeavors to replace the invalid or unenforceable provision by a valid provision the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.

The Agreement and all documents referred to by the Agreement, including for example, agreement or contract signed between the parties, Customer's purchase order, order documents, etc., constitute the entire agreement between parties concerning the provision of Software Products and supersedes all prior oral or written agreements concerning this subject. The rights and obligations arising from the Agreement, cannot be assigned to a third party by Customer without the prior written consent from CSI tools.

The Agreement is governed by the laws of Belgium. Any dispute arising out of or in connection with this Agreement shall be referred to the Courts of Brussels, Belgium.