

R&D TECHNOLOGY SRL SOFTWARE LICENSE AGREEMENT

This License Agreement is a legally binding agreement between you, hereinafter called “Licensee” and R&D Technology SRL located at Rue du Cimetière 22, 5640 Mettet, BELGIUM, and with registration number BCE 0533.706.965, hereinafter called “R&D”. It applies in addition to and with priority over any other terms and conditions between the parties.

PLEASE READ THIS AGREEMENT CAREFULLY.

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IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL, COPY, ACCESS OR USE THE PROGRAM.

The Licensed Software may require the installation of other software (referred to as “Third Party Software”) which is not part of the licensed Software, and to which the present Software License Agreement is therefore not applicable.

ARTICLE 1 — DEFINITIONS

The terms used are defined as follows:

- “Agreement” means the present Software License Agreement.
- “Authorization Codes” means any key, authorization number, activation code, account user name and password or other mechanism required for use of the Software.
- “Computer” means a virtual or physical device that accepts information in digital or similar form and manipulate it for a specific result based on a sequence of instructions, including without limitation desktop computers, laptops and hardware products capable of operating a wide variety of software applications.
- “Documentation” means all user reference documentation provided to Licensee by R&D (whether electronic or printed) which accompanies the Software.

- “Internal Network” means the private, proprietary network resource of Licensee accessible only by its Users. It excludes the internet or any other network community open to the public.
- “Software” means any program or data file that is the Intellectual Property of R&D and that is supplied to Licensee by R&D, including any possible Upgrades and Updates supplied by R&D to Licensee. The term Software does not include Third Party Software.
- “Update” means a subsequent release of a software which consists of minor technical or functional additions or modifications to the software, and which are identified by new digits to the right of the decimal point (e.g., version 1.1 as an Update to version 1.0).
- “Upgrade” means a subsequent release of a software which includes a major functional enhancement and which is identified by new digits to the left of the decimal point (e.g., version 1.5 being upgraded to version 2.0).
- "Use" means, with respect to the Software, (a) using or executing the Software or (b) using or otherwise taking advantage of the functionality or features of the Software.
- “Users” means Licensee’s employees and individual contractors who are Using the Software on behalf of Licensee and in compliance with the present Agreement.

ARTICLE 2 — GRANT OF LICENSE

Subject to Licensee’s continuous compliance with this Agreement and payment of the applicable license fees, R&D grants Licensee a non-transferable, non-exclusive, non-sublicensable and limited license to install and Use the Software:

- During the term of such License (“License Term”),
- Within the scope of the License features as specified below (the “Features”) and in the Documentation, and
- In a manner consistent with the terms of this Agreement and applicable Documentation.

Licensee ensures that anyone who Uses the Software complies with the terms of this Agreement.

The Software is licensed not sold. The Software and its copies are protected by Belgium and applicable international laws, treaties and conventions regarding intellectual property. Licensee shall not become the owner of the copyrights in the Software or in the Documentation. The copyright, all industrial property rights and other intellectual property including business secrets, remain with R&D or the third party from which R&D has received the right to distribute and grant the rights of Use to Licensee.

The Software contains valuable business secrets belonging to R&D or third parties and that may only be used for the intended internal business operations of Licensee. Licensee accordingly undertakes to preserve secrecy in relation to the Software and not to disclose the same to third parties, either in whole or in part, or to pass them on to such third parties. Data and information may only be made accessible to such persons who have a need to access the same for the Use of the software on behalf of Licensee.

Copyright notices, serial numbers and other distinguishing features which serve to identify the software may not be removed or changed.

Licensee agrees to use reasonable means to protect the Software from unauthorized use, reproduction, distribution or publication. Licensee shall inform each User who has access to the Software or to copies of the same about the contents of these terms and conditions and shall ensure that the Users comply with its provisions.

Licensee declares that it is aware of, and accepts, the fact that the Software incorporates technical measures enabling the Licensor to verify compliance with its intellectual property and this Agreement by Licensee and its Users, and to stop all Use of the Software in the event of infringement.

If and when applicable, should R&D in the course of rectification, maintenance or customization provide Licensee with additions (e.g. patches, additions to the user documentation) or a new release of the Software which replace any software previously supplied ("Old Software"), such addition shall also be governed by the provisions of this Agreement.

R&D shall be entitled to verify whether the Software is being Used in compliance with this Agreement. For this purpose, R&D may demand information from Licensee, in particular concerning the period and scope of the Use of the Software, and may also inspect the books and documents, as well as the hardware and software of Licensee. For this audit purpose Licensee has to grant R&D access to its business premises during normal business hours. Licensee will provide reasonable assistance and access to information in the course of such audit. R&D reserves the right to report the audit results to other Right Holders.

ARTICLE 3 — SCOPE OF USE

3.1 Permitted Uses

Licensee may use the Software as follows (reference is made to the option selected in your purchase order and mentioned in the invoice):

Option 1 for “one shot purchase”:

Store the Software on one Computer;

Make archival copies and routine computer backups, which must be expressly be labelled as such;

Install the Software on one Computer

Corrected updates included – internet connection is required at least once a month (without such connection, the software could not work properly or become unusable)

Upgrades are not included in this type of purchase

Move the Software in the licensed configuration to a replacement Computer.

Option 2 for purchase with “a monthly subscription”:

Store the Software on one Computer;

Make archival copies and routine computer backups, which must be expressly be labelled as such;

Install the Software on one Computer

Corrected updates and upgrades are included – internet connection required once a month.

Your monthly payment is verified via the payment platform – internet connection required at least every month (without such connection, the software could not work properly or become unusable). In case of no payment of your monthly subscription the software becomes immediately unusable (without prior notification).

Move the Software in the licensed configuration to a replacement Computer.

Any reproduction that Licensee makes of the Software (including backups) must include all proprietary and/or intellectual property notices.

Licensee may only Use the Software for the purpose of processing its own internal business matters. In particular a) any computer center services for third parties or b) the temporary provision of the Software or of its functionalities to third parties (e.g. as application service providing or software as a service) or c) the Use of the Software for the training of persons who are not Users of Licensee, are not permitted without the further prior written consent of R&D.

3.2 Features of the licence

The permitted uses granted by the present Agreement are further limited according to the Features of the licence as listed follows:

Geographical scope: In the absence of any express agreement on this regard between the parties, the right of use is granted only for the country in which Licensee has its registered office.

Period of validity: Licensee's right of use shall only remain valid during the Term of this Agreement, as defined below.

Number of Computers: Licensee shall be entitled to use the Licensed Software within its network on a designated Computer. The default setting for the price of 1 (one) License is 1 (one) Computer. If Licensee wants to install the Software on several Computers, Licensee shall have to pay the same number of Licenses.

Number of concurrent Users: The right of use granted by this Agreement may only be exercised simultaneously by the maximum number of concurrent Users as provided in the Documentation. In absence thereof, the number of concurrent Users is unlimited.

This the respect of the License's Features (and other limitations) is controlled by technical measures, which will limit the use to what is specifically authorized in this license. Licensee explicitly acknowledges and accepts this fact.

In the case of an exceeding use without consent (in particular in the case of any Use exceeding the licensed scope and Features), R&D shall be entitled to automatically invoice the amount payable for the additional Use in accordance with the price list applicable to Licensee (increased by an indemnity for compensation due to R&D and resulting from the intellectual property infringement, which will be at least equal to said payable amount for additional Use, without prejudice to R&D's right to claim the full indemnity due in application of the applicable law).

3.3 Not permitted Uses

Licensee shall not

Use, copy, modify or distribute the Software except as expressly permitted in this Agreement ;

Use any of the Software's components, files, modules, audio-visual content or related licensed materials separately from that Software ;

Sell, assign, lend, sublicense, rent, lease, hire out or timeshare the Software or pass the Software on to third parties in any other manner;

Provide third parties with the Software or with Authorization Code for the use of the Software ;

Use or distribute the Software in violation with R&D or third party's rights including notably intellectual property rights ;

Use or combine any computer code in a manner that would subject such code to open source license terms and disclose such code to third parties.

Licensee is not permitted to re-translate the Software into other code forms (decompilation) or to carry out any other types of reverse engineering of the various

production stages of the Software. Any such intervention is only admissible within the limits laid down in Art. XI.300 of the Belgian Code of Economic Law (implementing article 6 of EU Directive 2009/24/EC on the legal protection of computer programs), in so far as it is indispensable in order to obtain the necessary information to create the interoperability of the Software with other software programs, and only in so far as this information is neither published nor otherwise freely accessible and Licensee has not obtained it from R&D in response to a corresponding inquiry. In the aforementioned case, Licensee shall inform R&D which parts of the Software it is decompiling. R&D may demand reasonable remuneration for the grant of access to the information and for the decompilation by Licensee.

ARTICLE 4 — Installation

When Licensee is responsible for the installation of the software, it will do it according to the installation instructions contained in the user documentation (which has to be kept by Licensee), which includes specifications in relation to the hardware and software environment, including access to the internet which Licensee must provide for.

ARTICLE 5 — TERM AND TERMINATION

5.1 Term.

This Agreement is effective upon acceptance.

If OPTION 1 (as provided in art. 3.1) is selected, the license is granted without expiry date from the downloading of the Software.

If OPTION 2 (as provided in art. 3.1) is selected the license is granted to expire every month after the downloading of the Software. The license will be then tacitly renewable for a period of 1 (one) month after processing of the monthly payment. The party that refuses the tacit renewal will not access to the software immediately after the monthly expiry date (without any further notification)

In any cases, the parties shall be entitled to give notice of termination of the Agreement, where an important reason exists. In particular, either party may terminate the Agreement with immediate effect in the following cases:

a)where, despite a formal warning notice, the other party repeatedly breaches its obligations under this Agreement;

b)where Licensee ceases to make payments, is over-indebted or there are any other indications that the economic or financial situation of Licensee has deteriorated to such an extent that the fulfilment of its obligations is jeopardised and R&D cannot reasonably be expected to adhere to the agreement;

c)where judicial insolvency proceedings have been opened in respect of the assets of the other party or the opening of such proceedings has been refused on account of lack of assets;

d)any other important reason exists for which either of the parties is responsible and which makes it unacceptable for the other party to maintain the agreement until the end of the agreed Term.

The termination of all rights to use the Software implies the termination of all Licensee's rights under this Agreement and any other agreement pertaining to the software.

Any notice of termination must be given in writing. Transmission by fax is sufficient for the purpose of meeting the stipulated deadline. The date of receipt by the addressee shall be authoritative for the purpose of ascertaining compliance with the deadline.

Software removal

Upon termination, all licenses granted to Licensee terminate as well. Licensee will stop accessing and using the Software, uninstall, remove and destroy all copies of the Software and Documentation in his possession or control. Licensee shall confirm to R&D in writing that it has complied with the foregoing duties.

No refunds

In the event that this Agreement expires or is terminated, no portion of any payments of any kind whatsoever shall be owed or be repayable or refunded to Licensee.

ARTICLE 6 — LIMITED WARRANTIES AND DISCLAIMERS

6.1 Limited Warranties.

Except as otherwise provided in this Article 5, R&D warrants for a period of thirty (30) days following delivery of the Software when used on the recommended operating system, that the Software will substantially be conformed to the Documentation under normal use. Non substantial variation of performance from the Documentation does not establish a warranty right. In particular, Licensee may not derive any such obligation from other presentations of the software in any public statements or advertising by R&D, a Reseller or from their staff unless the additional features have been expressly confirmed by in writing.

Before entering into the present Agreement, Licensee acknowledges that it has had the opportunity to test the Software. Licensee has a duty to further examine the Software and any new release and to notify R&D of the existence of any hidden defect within one month after the date of the delivery. In any case, Licensee must notify R&D of any defect within 5 days after its noticing. After those periods, the delivered items are presumed to be free of any defects and fully accepted by Licensee (this step being referred to as the "Acceptance" of the Software).

R&D gives no warranty and assumes no liability for any suggestions or advice provided to Licensee by employees of R&D as a courtesy outside the contractual scope owed; this applies correspondingly for any assistance provided in this context.

If Licensee acquired the Licensed Software from another party than R&D (including from a reseller), Licensee must address any claim to such third party or reseller, which could process the claim according to its own procedures and, if applicable, according to its general terms and conditions of sale (which are only binding Licensee and the corresponding reseller without having any compelling or obligatory effect on R&D).

6.2 Internet Disclaimer.

The parties expressly acknowledge and agree that the internet is a network of private and public networks and that the internet is not a secure infrastructure. The parties have no control over the internet and none of the parties shall be held liable for damages related to the performance or discontinuance of operation of any portion of the internet or possible regulation of the internet that might restrict or prohibit the operation of online services.

6.3 General Disclaimer.

The Software is provided on an “as is” basis under the strictly limited licence as set forth in the present Agreement. R&D makes no other warranty, representation or promise not expressly set forth in this agreement. Except for the above express limited warranties, R&D disclaims all other warranties or conditions of any kind, whether express or implied, including but not limited to those of merchantability, fitness for a particular purpose, non-infringement and absence of hidden defects (unknown by R&D at the time of the performance of its obligations). R&D does not warrant that the Software will meet Licensee’s needs, that Licensee’s use of the Software will be uninterrupted, error free or fail-safe and that all non-conformities can or will be corrected. Licensee shall not make any Use of the Software that appear to be hazardous, unsafe or illegal. Any such Uses shall be at Licensee’s own risk and cost. R&D makes no warranty with respect to any hardware, software or product of any third party. All use of and reliance on the software, Documentation and services by Licensee or under this agreement are at the sole risk of Licensee.

6.4 Remedy.

Should Licensee have notified R&D in due time of the existence of a reproducible and adequately specified defect covered by an applicable warranty, Licensee’s remedy and R&D’s entire liability for breach of the limited warranties set forth in Article 5 shall be limited at R&D’s sole discretion, to replacement of any defective media, repair of the Software or return of the license fees paid by Licensee within a period of one (1) year from the order of the Software.

In case R&D] does not opt for a refund, R&D shall have the right to rectify the defect and shall at its option, perform the rectification through elimination of the defect or delivery of a new Software release free from defects and free of charge or, until the delivery of the defect-free release, in the form of a temporary defect correction. Licensee shall be obliged to accept a new Software release provided the functional scope in accordance with the Agreement is kept. Following consultation with R&D, Licensee shall provide the necessary time and opportunity for R&D to undertake all rectification measures and replacement deliveries which the R&D considers necessary. Should the attempt to rectify the defect definitively fail, Licensee is entitled to rescind the contract. Rescission is precluded if the breach of duty by R&D is only insignificant.

In any case, no defect exists a) if the software is used in the operations of Licensee in a functional connection with hardware and software components already present or acquired from a third party, where the defect is caused through components not supplied by R&D or through their lack of compatibility (where R&D has explicitly given an express warranty as to compatibility with third party products, this only relates to the current product release at the time this warranty was given and not to any older or future product releases of this product) or b) if and in so far as the defect results from Licensee having failed to ensure compliance with technical framework conditions prescribed in the Documentation.

Should it turn out that the Licensed Software contained no defect, Licensee shall pay for any service provided by R&D for the elimination of any reported incident and the location and resolution of an alleged defect at the normal applicable rates and in accordance with the applicable terms and conditions of R&D.

ARTICLE 7 — Infringements of intellectual property rights

Should a third party assert any claim against Licensee due to a corresponding infringement of intellectual property rights by the Software and should Licensee notify R&D thereof without delay in writing, then R&D shall at its own discretion:

- a) defend or settle the claim and assume all the necessary and reasonable costs in this connection, including the reasonable costs of any litigation or
- b) procure the corresponding and necessary right of use for Licensee or
- c) replace the Software, with such software that does not give rise to any infringement of intellectual property rights.

If an infringement of intellectual property rights cannot be eliminated through the measures referred to in the previous paragraph, R&D shall be entitled to take back the Software and reimburse the remuneration paid by Licensee for the same less a reasonable sum as compensation for the period during which the Licensed Software could be used by Licensee.

Should the infringement of intellectual property rights be attributable to the conduct of Licensee, in particular to any modification to the Software or to the definition of certain work processes or to use in combination with software, deliveries or services not provided by R&D, Licensee shall nevertheless be obliged to pay the agreed remuneration for the Software as well as, if applicable, a remuneration in accordance with the usual rates for the services provided by R&D in such circumstances.

ARTICLE 8 — LIMITATION OF LIABILITY

8.1 Principle.

R&D will not be liable to Licensee for any loss, damages, claims, or cost whatsoever including any consequential, indirect or incidental damages, exemplary or punitive damages of any kind, any lost profits or lost savings, any loss of revenue, turnover, business, production or opportunity, any damages resulting from business interruption, personal injury or failure to meet any duty of care, or claims by a third party, even if R&D has been advised of the possibility of such loss, damages, claims, or costs. R&D is not responsible for loss of use of any website, internet access, hardware or software, loss of data, costs of re-creating lost data, the cost of any substitute performance, equipment, software or system, or claims by any party other than Licensee. All these liability exclusions also apply in case of damages resulting from (non-deliberate) grossly negligent breach of duty by R&D or by its statutory representatives or auxiliary persons.

R&D takes no responsibility for destructive or intrusive computer programs such as but not limited to viruses that may damage your computer system or data resulting from the use of our software.

8.2 Limitation of liability.

R&D's aggregated liability arising from or relating to this agreement, the Licensed Software and/or the services (regardless of the form of action or claim, e.g. contract, warranty, tort, malpractice, and/or otherwise) and which cannot otherwise be excluded by applicable law will not exceed i) the amount of the licence fees paid by Licensee under this agreement during the last 12 months before the sending of an official notice to R&D, or ii) or the sum of EUR 2.000 (two thousand euros) whichever is the lower.

The parties acknowledge that this Agreement defines a mutually agreed upon allocation of risks, which is also proportional to the price paid by Licensee.

ARTICLE 9 — GENERAL PROVISIONS

9.1 Future Updates.

Use of the Software licensed under this Agreement is covered by the terms and conditions contained herein. The Software will be likely subject to update so that

additional or revised terms may be required. R&D will make new or revised terms of use available on www.ridecomposer.com/licence.

9.2 Severability.

If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to serious misconduct by the Party seeking such compensation.

9.3 Survival of terms.

The termination of this agreement does not relieve the parties from any obligation concerning, intellectual property, liability, restrictions and requirements and applicable law.

9.4 Governing Law and Jurisdiction.

If a dispute arises out of or in connection with this Agreement, the Parties shall use all reasonable efforts to attempt to settle and resolve any such dispute amicably. This however does not bar any Party from seeking judiciary temporary, evidentiary or emergency measures or using the remedies available under the Agreement or under law.

All issues, questions and disputes concerning the validity, interpretation, enforcement, performance or termination of this Agreement shall be governed by and construed in accordance with the Belgian law, without giving effect to any other choice of law or conflict-of-laws rules or provisions (Belgian, foreign or international, including the United Nations Convention on Contracts for the International Sale of Goods (1980) ("Vienna Convention") (if applicable), that would cause the laws of any jurisdiction other than Belgium to be applicable.

In the event a dispute arises in connection with this Agreement and a settlement is not reached pursuant to § (1), the competent courts of Namur, in Belgium, shall have exclusive jurisdiction.

9.5 Modification of the License Agreement.

This agreement may only be modified in writing, signed by an authorized officer of R&D.

9.6 Language of the Agreement.

This Agreement is drawn up in French. It may be made available to the Licensee in other languages — including the present English version — for convenience only.

In the event of any divergence, contradiction or difficulty of interpretation between the French version and any translation thereof, the French version shall prevail and shall be the only authoritative text. The French version, together with translations into nine languages, is available at www.ridecomposer.com/licence.