

## EOMYS ENGINEERING SOFTWARE LICENSE AGREEMENT

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  - B. "EOMYS" Means EOMYS ENGINEERING SAS, a company organized under the laws of France at 121, rue de Chanzy 59260 Lille Hellemmes under SIREN number 793135476.
  - C. "Software." Means the computer software programs provided with this Agreement (in particular MANATEE) and which are being installed together with all accompanying Documentation and utilities. If the SOFTWARE is part of an EOMYS suite product, the term SOFTWARE means all of the applicable EOMYS software programs comprising the applicable suite (including all accompanying documentation and utilities) you have acquired. SOFTWARE includes all Upgrades that may be provided by EOMYS.
  - D. "Upgrade." Means any supplemental or replacement code for computer software you have previously licensed from EOMYS.
  - E. "Authorization Codes" means any license key, license file, license manager, dongle or other key, code or information issued by (or on behalf of) EOMYS that is necessary to download, install, operate and/or regulate to access to the applicable Software.
  - F. "User" means a specific human being who is identified by Licensee as a person who is authorized to use the applicable Software on behalf of Licensee. In cases where Licensee is an individual who has obtained a license from EOMYS for his/her individual use, Licensee and User are one and the same.
  - G. "Licensee" means the individual, corporation or other legal entity to which EOMYS has issued a licence as described herein.
2. Purpose. The purpose of this Agreement is to define the terms under which EOMYS will grant to you a non exclusive license to use the SOFTWARE.
3. Grant of License. In consideration of payment of the applicable fees to EOMYS, EOMYS is willing to provide you with a limited, non-exclusive right to use the SOFTWARE, but only pursuant to the

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  - C. Multiple Access License. If you have acquired a multiple access licence, you may install and use the SOFTWARE (including any or all versions thereof as provided by EOMYS) on any number of computers or storage devices in your workplace. A specific agreement must then be signed to agree in particular on the maximum number of users. Only in that circumstance is shared use permitted.
  - D. Evaluation License. If you have acquired an evaluation license, you may install and use one (1) copy of the SOFTWARE on a single computer in your workplace for internal evaluation purposes only. All of the SOFTWARE must be installed and used on the same computer. Your license is for your own internal use only. You acknowledge and agree that the SOFTWARE IS EVALUATION ONLY AND/OR PRE-RELEASE SOFTWARE. AS SUCH, THE SOFTWARE MAY NOT BE FULLY FUNCTIONAL AND YOU ASSUME THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE. EOMYS WILL NOT UPDATE THE SOFTWARE, NOR WILL EOMYS SUPPORT THE SOFTWARE. THE SOFTWARE MAY CONTAIN CODE THAT WILL, AFTER A CERTAIN TIME PERIOD, DEACTIVATE THE SOFTWARE AND RENDER THE SOFTWARE UNUSABLE. ALTHOUGH THE SOFTWARE WILL ATTEMPT TO WARN YOU OF THE TIME-FRAME IN WHICH IT WILL BE DISABLED, YOU ACKNOWLEDGE AND AGREE THAT THE SOFTWARE MAY BE DEACTIVATED OR RENDERED UNUSABLE WITH OR WITHOUT WARNING. Upon such deactivation, this Agreement will be considered terminated. Prior to deactivation of the SOFTWARE, you may contact EOMYS to convert your evaluation license for the SOFTWARE to a single computer license by paying to EOMYS the applicable license fee and obtaining from EOMYS the applicable authorization code(s). EOMYS may (in its sole discretion and upon notice to you) terminate the evaluation license, whereupon this Agreement will be considered terminated.
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5. **Transfer.** If you have a single computer license, you may transfer the SOFTWARE to a third party provided that you notify EOMYS in writing of such transfer (including the name and location of such third party), such third party accepts the terms and conditions of this Agreement, and after such transfer you do not retain any copies of the SOFTWARE (including all Upgrades that you may have received) nor retain any of the written materials accompanying the SOFTWARE. EOMYS may, in its discretion, charge you a fee for the transfer of the SOFTWARE. If you have an evaluation license, the license is non-transferable and you may not distribute or otherwise provide the SOFTWARE to any third party.
6. **Upgrades.** If the SOFTWARE is an Upgrade, you may only use the SOFTWARE if you have (at the time you receive the Upgrade) a valid license to use the pre-existing SOFTWARE. Further, the license agreement accompanying the Upgrade applies to your use of the Upgrade. While you may continue to use the pre-existing SOFTWARE, you may only use it on the same machine upon which the Upgrade is used and the license that accompanied the pre-existing SOFTWARE will continue to apply to your use of the pre-existing SOFTWARE.
7. **Home Usage Exception.** Notwithstanding anything in this Agreement to the contrary, if you are a business or other entity, the primary user of the single computer on which the SOFTWARE is installed and used as authorized by the applicable license may also install and use the SOFTWARE on one computer located in such user's home; provided the use of the SOFTWARE on such home computer is limited to work performed in the scope of such person's employment with you and further provided, such person promptly deletes the SOFTWARE from the home computer upon the termination of his or her employment with you.
8. **Multiple Versions.** If the SOFTWARE is distributed on a physical storage media containing multiple versions of the SOFTWARE for use with different operating systems, you may only use one version of the SOFTWARE. The foregoing limitation does not apply to Multiple Access Software.
9. **Software/Hardware Key.** If the SOFTWARE requires a software key code or a hardware key (for example with a Dongle Key Licence), you acknowledge that the SOFTWARE will not function without a certain, unique software key code or hardware key. This software key code or hardware key will be furnished to you by EOMYS and you agree that such software key code and hardware key is to be used solely with the SOFTWARE for which it is provided. While EOMYS may (in its sole discretion) provide you with the applicable key prior to receipt from you of the applicable license fees, you will remain obligated to pay such fees to EOMYS. In case of accidental loss or damage of the hardware key, EOMYS may charge you additional fee for the distribution of a new hardware key. This additional fee may represent up to 20% of the licence cost. For hardware key, cloning and emulating methods are forbidden.
10. **Use of the SOFTWARE.** You undertake to use the SOFTWARE: (i) in compliance with all applicable French and European laws and regulations; (ii) in accordance with the terms and conditions of this

Licence agreement; (iii) exclusively for the purposes specified in this Licence agreement. You will hold harmless EOMYS from and against any sentence as may be rendered against EOMYS in the event where the software would be used in violation of this Licence agreement, a law or a regulation. You will be exclusively liable for any use of the SOFTWARE and you will have no remedy against EOMYS. In addition, you will be responsible for safeguarding your data. You shall assist the users in using the software. You will be responsible for ensuring that the users observe this Agreement. You shall not develop, commercialize, sub-lease or make available to any unauthorized third party the SOFTWARE covered by this Licence Agreement or a competing product. You undertake to notify to EOMYS any malfunction of the SOFTWARE.

11. Laws and regulations/Ethical rules and standards. You undertake to comply with all applicable French and European laws and regulations, especially: (i) labor laws and regulations, such as regarding forced labor, child labor, minimum wages, hours of work, non-discrimination, health and safety of the employees etc.; (ii) environmental laws and regulations; (iii) laws and regulations regarding the corruption and prohibited business practices. Generally, you undertake to conduct your business in accordance with ethical rules and standards.
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15. Limited Warranty. Except for SOFTWARE provided under an evaluation license which SOFTWARE is provided without warranty, EOMYS warrants, for your benefit alone, that for a period of ninety

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16. Customer Remedies. EOMYS's sole obligation (and your sole remedy) with respect to the foregoing Limited Warranty shall be to, at EOMYS's option, return the fees paid or repair/replace the SOFTWARE, provided that EOMYS receives written notice of applicable defects during the warranty period. You may not bring an action to enforce your remedies under the foregoing Limited Warranty more than one (1) year after the accrual of such cause of action.
17. No Other Warranties. EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED ARE MADE WITH RESPECT TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY OTHER WARRANTIES THAT MAY ARISE FROM USAGE OF TRADE OR COURSE OF DEALING. EOMYS DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULTS OF THE USE OF THE SOFTWARE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE AND DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. EOMYS EXPRESSLY DISCLAIMS ANY WARRANTIES NOT STATED HEREIN.
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19. Compliance. You agree to make all applicable records available for review by EOMYS during your normal business hours so as to permit EOMYS (upon reasonable notice to you) to verify your compliance with the terms and conditions of this Agreement. Further, if you are a business or other entity, you agree that upon the request of EOMYS or EOMYS's authorized representative, you will promptly document and certify in writing to EOMYS that your and your employees' use of the SOFTWARE complies with the terms and conditions of this Agreement. EOMYS may (upon written notice) inspect your use of the SOFTWARE during your normal business hours to ensure your compliance with this Agreement. If the results of any such inspection indicate the underpayment by you of applicable fees due and payable to EOMYS, you shall: (i) immediately pay such amounts to EOMYS and (ii) reimburse EOMYS for the cost of such inspection.
20. Financial terms. This Licence will be granted under such price and payment terms as set out in the quotation sent by EOMYS to the Licensee.
21. Term of the license. This Licence is granted for indeterminate period.
22. Termination. This Agreement shall automatically terminate upon failure by you to comply with its terms. Upon termination of this Agreement, regardless of the reason, you must destroy all copies of the SOFTWARE and immediately return the dongle key at your own expense. You may not in any case whatsoever make or retain a copy of all or any part of the SOFTWARE, on pain of being charged with infringement. In addition, the SOFTWARE must be de-installed.
23. Confidentiality. Each party undertakes to treat in strict confidentiality any confidential information disclosed or any information to which such party may have had access in connection with the performance of this License agreement, unless such information should be public, for the full term hereof and for 5 (five) years following expiry thereof. The Parties also undertake to cause their staff members, employees, affiliated companies, sub-contractors if any to observe this clause.
24. General.
  - A. Completeness. This Agreement constitutes the complete agreement between you and EOMYS regarding the SOFTWARE and it supersedes any oral or written proposals, prior agreements, purchase orders, or any other communication between you and EOMYS relating to the subject matter of this Agreement. The present Agreement can only be modified by means of an additional clause signed by both Parties.
  - B. Waiver and tolerance. The Parties formally agree that any tolerance or waiver by any party to apply all or any part of the obligations herein provided, whatever the frequency or period thereof, may not be deemed to amend this Agreement or generate any right whatsoever. In more precise terms, no delay or failure to act, waiver or omission by EOMYS ENGINEERING to exercise any of its rights hereunder may affect such rights or may be considered as involving from EOMYS ENGINEERING any waiver to rely upon its rights.
  - C. Severability. In case any special stipulation herein should be held as invalid or declared as

such under any res judicata decision from a court having jurisdiction, other stipulations will survive unaffected.

- D. Mutual independence. The Parties expressly represent that they are and will remain independent commercial and business partners, each one assuming risks relating to its own operations for the full term hereof.
  
- E. Governing law/Dispute. This Agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the laws of France. With a view to finding a solution to any dispute arising in the performance of this licence, the Parties agree to meet within 15 (fifteen) days from the receipt of notice by registered letter with acknowledgement of receipt from either Party If, after a period of 30 days from this meeting, or if no meeting is organised within the period specified above, the Parties are unable to agree on a compromise or solution, the dispute shall then be submitted to the Courts having jurisdiction for the city of Lille in France, notwithstanding multiple respondents or the introduction of third Parties.