
Synclude Commercial License Agreement

1. Definitions

In this Agreement:

“**Licensor**” means Synclude sprl, a company registered in Belgium with the company number 862046225 and with its offices at Avenue Chazal 37, 1030 Brussels, Belgium.

“**Licensee**” means the undersigning or accepting party, as specified in Annex 1.

“**License Key**” means a computer file used by the Software to verify a license validity.

“**Software**” means the combination of programs and supporting documentation which comprise the items of the computer application described or identified in Annex 1, including any upgrades or enhancements made available by Licensor to Licensee from time to time.

“**Fee**” means the sums payable by Licensee for the use of the Software, such sums and the manner and times for payment being specified in Annex 1.

“**Intellectual Property Rights**” means all property in the Software and rights to patents, licenses, trade marks, trade names, inventions, trade secrets, copyrights, and know-how relating to the origin, manufacture, programming, operating and/or servicing of the Software and any enhancements or modifications relating thereto.

“**Warranty Period**” means the period during which the clause 1.c in the Warranty section applies. The Warranty Period is specified in Annex 1.

2. License

1. Licensor grants to Licensee, who accepts, a non-exclusive, non-transferable, perpetual license for Licensee to use the Software at Licensee's offices for internal business purposes, and in accordance with the terms and condition set out in this Agreement.
2. Annex 1 specifies the license type granted. This clause details agreement items which are specific to a license type:
 - a. A “**Per-computer**” License is granted for a limited number of computers located inside Licensee's premises. Annex 1 specifies on how many computers Licensee may install and use the Software. Any number of users may use the Software on the computers on which it has been legally installed.
 - b. A “**Per-organisation**” License is granted for an unlimited number of computers located inside Licensee's premises. Annex 1 specifies the address of the site(s) where Licensee may install and use the Software. Any number of users may use the Software on the computers on which it has been legally installed. The Software may be embedded into another software, using the provided application programming interface (API).
 - c. A “**Source Code**” License is a payable option on top of a Per-organisation License. This Agreement does not cover the source code of the Software: a separate, specific Source Code License Agreement must be signed by the Parties.
 - d. An “**Evaluation**” License is granted for a limited number of computers located inside Licensee's premises, for a limited purpose, and for a limited period. Annex 1 specifies on how many computers Licensee may install and use the Software, and the evaluation period, starting on the day of original delivery of the Software, after which this License shall terminate automatically without notice. An Evaluation License further restricts the use of the Software to the purpose of evaluating and trying the Software. Any number of users may use the Software on the computers on which it has been legally installed.
3. No support or maintenance services shall be rendered by Licensor to Licensee under this Agreement.

3. License Keys

1. For each computer on which the Software may be installed according to this Agreement, Licensee must request

from Licensor, and Licensor must provide Licensee with, a License Key. A License Key is bound to a single computer and must be installed by Licensee on said computer. The Software documentation contains instructions on how to request and install a License Key.

2. License Key requests and License Keys themselves must be provided electronically, in a textual form, so that the data can be copied and processed easily.
3. License Keys must not be tampered with, as they may become invalid on the slightest change.
4. Licensee may physically transfer an installation of the Software from one computer to another. It is possible that the transfer invalidates the License Key. If it is the case, a new License Key should be requested by Licensee after the transfer, provided by Licensor and installed by Licensee. Upon reception of the License Key, and after verification that it is accepted by the Software, Licensee must completely and immediately delete the previous installation of the Software.
5. Certain software or hardware changes made on a computer where the Software is installed may invalidate the License Key. If it is the case, a new License Key should be requested by Licensee after the transfer, provided by Licensor and installed by Licensee.
6. This License Agreement grants Licensee the right to make two (2) License Key requests per year, starting from the original delivery of the Software, at no cost. A single request may concern several License Keys. The number of License Keys per request must be equal to or less than the number of installations allowed, as specified in Annex 1.
7. Licensee may make additional License Key requests at a fixed price of twenty-five (25) Euros per request, to cover Licensor's administrative costs. Licensor may adapt this amount following prices inflation in Belgium.

4. Fee

1. Licensor provides the license to Licensee for the one-time, non-refundable Fee.
2. The Fee does not include any tax, which must be paid by Licensee.
3. Taxes which must, by law, be collected by Licensor, such as Value-Added Tax (VAT), must be paid in addition to the Fee.
4. Licensor provides Licensee with the Software after reception of the Fee and any applicable taxes.

5. Intellectual Property Rights and Confidentiality

1. Licensee acknowledges that the Intellectual Property Rights in the Software belong to Licensor. Licensee undertakes not to copy, decompile, reverse engineer, translate, adapt, vary or modify the Software except as expressly permitted by this Agreement.
2. Decompilation of the Software is only allowed in the strictly limited application of the relevant Belgian law dated 30 June 1994 related to legal protection of computer programs. Notably, the sole purpose of such decompilation must be to obtain necessary information in order to make the Software interoperable with other software, provided such information is not readily accessible.
3. Licensee is not allowed to sub-license, distribute, publish, resell or rent the license, or otherwise let any other party than Licensee itself, its officers, employees, agents and consultants use the Software.
4. Licensee is allowed to make copies of the Software only for back-up purposes.
5. Licensee will treat all information communicated in confidence under or in connection with this Agreement as confidential unless: (i) it is published by Licensor; or (ii) enters the public domain other than through breach of this Agreement by Licensee.
6. Licensee will at all times take all reasonable steps to ensure the non-disclosure and confidentiality of the Software and all matters relating thereto.
7. Licensee will use its best endeavors to bind its officers, employees, agents and consultants not to disclose, communicate, copy or reveal for any purpose whatsoever the Software or any part thereof except as expressly per-

mitted by this Agreement.

8. Licensee will notify Licensor immediately after it becomes aware that any person may have unauthorized knowledge, possession or use of the Software.
9. Licensee shall maintain the Program and the source code in a secure fashion, and take all reasonable measures to protect the Program and the source code from theft, disclosure, reproduction and/or copying.
10. Licensee shall not use all or any part of the Software or any information contained in or learned from the Software in any manner in competition with Licensor for a period of two (2) years following termination of this Agreement.

6. Warranty

1. The Licensor warrants that:
 - a. it has full power and authority to grant the license set out in Section 2.
 - b. to the best of its knowledge and belief, the Software does not infringe any copyright, trade secret or other proprietary right of any third party.
 - c. the Software will function in accordance with its specification but Licensee acknowledges that the Software is of a complicated and technical nature and may have minor or inherent defects. The Licensor will provide reasonable programming and remedial services to correct documented code errors which are caused by a defect in an unaltered version of the Software. This non-transferable warranty will be valid during the Warranty Period from the date of original delivery of the Software. This warranty is void if failure of the Software has resulted from accident, abuse, or misapplication.
2. No other warranties, either expressed or implied, with respect to the Software apply.

7. Liability

1. Licensor shall in no event be liable to Licensee or any third party claiming damages as a result of the use of the Software, or for any loss of profits, whether direct or indirect, special or general, consequential or incidental, arising out of or in connection with the use of the Software.
2. The Licensor's liability to Licensee arising out of any claim for damages for any cause whatsoever made under this Agreement will under no circumstances exceed in aggregate the total amount of the sums actually paid by Licensee to Licensor.
3. Licensee accepts liability for any breach of this Agreement by its officers, employees, agents and consultants.

8. Termination

1. Licensor may terminate this Agreement by written notice to Licensee if Licensee:
 - a. is in breach of any of its obligations under this Agreement and fails to remedy such breach within 14 days after written notice from Licensor requiring the breach to be remedied; or
 - b. becomes bankrupt or goes or is put into liquidation or has a receiver or statutory manager appointed of its assets or any of them or becomes insolvent, ceases to carry on its business or makes any composition or arrangement with its creditors.
2. Licensee may terminate this Agreement at any time, without right to refund, by written notice to Licensor.
3. Upon termination of this Agreement, the license, granted to Licensee in Section 2, "License", to use the Software shall terminate. All obligations to make payments under this Agreement to Licensor, which were incurred prior to the termination of this Agreement, shall survive the termination of this Agreement. The clauses in Sec-

tion 1, "Definitions", Section 4, "Fee", Section 5, "Intellectual Property Rights and Confidentiality", Section 7, "Liability", Section 8, "Termination" and Section 9, "General" of this Agreement shall survive termination of this Agreement.

- 4. Within 7 days of termination of this Agreement, Licensee will deliver to Licensor all copies of the Software supplied to it by Licensor and will destroy all other copies of the Software possessed by it in whatever form. Licensee will allow Licensor or its agents or subcontractors access to Licensee's premises, and provide reasonable assistance, to ensure compliance with this clause.

9. General

- 1. Any notice under this Agreement will be in writing and sent to the registered office or principal place of business (as stated herein) of the other party or to such other address as may be notified by either party to the other from time to time.
- 2. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.
- 3. This Agreement embodies the entire understanding of the parties relating to the matters referred to and supersedes all other agreements and representations made by the parties whether oral or written. No amendment to this Agreement will be binding on either party unless confirmed in writing by both parties.
- 4. This Agreement shall be governed by the laws of Belgium.
- 5. In order to solve any dispute arising between the Parties in connection with this Agreement, the Parties hereby agree:
 - a. To first discuss in good faith, in order to try to find an amicable solution.
 - b. If such discussion does not lead to satisfaction of both Parties, to seek assistance from third party arbitration.
 - c. In the last resort, to bring the dispute to the competent courts of Brussels (Belgium).
- 6. Each Party acknowledges that it has read and it understands this Agreement, and that it agrees to be bound by its terms.
- 7. By signing this Agreement, the signers hereby certify that they have signatory power thereto.

Made in two originals. The parties have entered into this Agreement as of the date of

Licensor:

For and on behalf of Synclude sprl,

.....

.....(signer's name)

(signature)

Licensee:

For and on behalf of

.....(organisation name)

.....

.....(signer's name)

(signature)