



Software License Agreement

Informatique-MTF SA

RIA-Suite Evaluation License

This Software License Agreement (hereinafter "Agreement") made by and between Informatique-MTF SA, Rte du Bleuet 1, 1762 Givisiez, Switzerland (hereinafter "Licensor") and the customer (hereinafter "Licensee"):

Preamble:

Licensor or its suppliers have proprietary software including documentation identified as RIA-Suite that is delivered according to the Licensee's order in different package combinations identified as ULC (Ultra Light Client), ULC Core, ULC Application Integration, ULC Chart, ULC FxBrowser, ULC Graph, ULC Office Integration, ULC ServerPush and ULC Spring Integration (hereinafter "Licensed Software").

Licensee intends to evaluate Licensed Software for a limited period (cf. Clause 10 below).

Both parties hereto agree as follows:

1. Grant of License

Licensor grants to Licensee a royalty-free, non-transferable and non-exclusive license to internally copy and use Licensed Software.

2. License Terms

Licensee shall have the right to use the Licensed Software or any portion thereof on a single Computer System (hereinafter "Computer") located at the Licensee's premises according to the number of licenses acquired.

For this purpose, Licensee may:

- a) transfer the Licensed Software from one computer to another provided that the Licensed Software is used only on one computer at a time;
- b) copy the Licensed Software for the purpose of (i) evaluating the Licensed Software on the Computer; and (ii) for archive or backup purposes;
- c) create derivative works only for evaluation purposes and only based on the public API of Licensed Software. Components (including, but not limited to Classes, Interfaces, etc.) of the derivative works must not be placed in any package named or starting with com.ulcjava.

3. Restrictions

Licensed Software contains copyrighted material, trade secrets, and other proprietary material of Licensor and Licensor's suppliers. Except as expressly permitted in this Agreement, Licensee may not decompile, reverse engineer, disassemble, modify, rent, lease, loan, sublicense, distribute or create derivative works based upon the Licensed Software in whole or part or transmit the Licensed Software over a network.

Any use of Licensed Software for commercial purposes is strictly prohibited.

4. Copies

- a) Licensee agrees to reproduce and include Licensor's copyright notice and any other proprietary legends thereon on all copies, in whole or in part, of the Licensed Software or any modification thereof in any form. If Licensee received the Licensed Software over a data network the legend shall read: "Copyright (c) 2000-2019 Informatique-MTF SA, Parts Copyright (c) 1997-2000 Object Technology International Inc. (OTI)".
- b) Except as provided in Clause 2, no right to reprint or copy the Licensed Software in whole or in part is granted.

5. Security

Licensee agrees not to disclose, provide, transfer, sublicense, or otherwise make available the Licensed Software or any portion whatsoever, including but not limited to flow charts, logic diagrams, object codes, source codes, and technical documentation, to any person other than Licensee or Licensor personnel without prior written approval of Licensor except as otherwise specified in this Agreement. Furthermore, Licensee agrees that it will not store on any media or otherwise use said Licensed Software or portions thereof such that any third party through any data processing network or other means may gain access to said Licensed Software.

6. Title

No title to or ownership of the Licensed Software or any parts thereof is transferred to Licensee. Licensee shall do nothing inconsistent with Licensor's or Licensor's suppliers' title in the Licensed Software.

7. Warranty

The Licensor does not warrant that the Software will meet all of Licensee's requirements or will operate uninterrupted or error-free.

8. Indemnification

Licensee agrees to indemnify Licensor and hold Licensor harmless from any damages, costs (including, but not limited to costs for legal proceedings), or expenses Licensor may suffer as a result from Licensee's use or distribution of Licensed Software.

9. Maintenance and Support

Provisions regarding maintenance and support of the Licensed Software shall, to the extent that the Licensee wishes to receive such maintenance and support, be subject to a separate agreement between the parties.

10. Coming into Effect

This Agreement enters into effect upon downloading and/or installation of the Licensed Software and/or upon breaking the wrapping of any data medium (e.g. CD-Rom, DVD).

It shall expire 90 days after downloading and/or installation of the Licensed Software (whichever is earlier).

11. Assignment

This Agreement and the licenses granted hereunder may not be assigned, sublicensed, or otherwise transferred by the Licensee without prior written consent from Licensor, except as otherwise explicitly provided in this Agreement.

12. Disclaimer and Limitation of Liability

THE LICENSEE SHALL HAVE THE SOLE RESPONSIBILITY FOR ADEQUATE PROTECTION AND BACK-UP OF ITS DATA USED IN CONNECTION WITH THE LICENSED SOFTWARE. IN NO EVENT WILL LICENSOR BE LIABLE FOR (i) SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OR (ii) ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA, OR PROFITS, RERUN TIME, INACCURATE INPUT OR WORK DELAYS, OR ANY DIRECT PROPERTY DAMAGE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE LICENSED SOFTWARE, WHETHER IN ACTION, IN CONTRACT, OR TORT INCLUDING SLIGHT NEGLIGENCE, SUBJECT TO ANY RESTRICTIONS RELATING THERETO SET OUT IN SWISS LAW.

13. Confidential Information

The parties hereby agree to maintain in confidence and not to disclose to any non-affiliated third party the terms of this agreement and/or any confidential information disclosed to or received by the other party, including, though not limited to, information or data, in whatever form and irrespective of whether or not marked confidential or similar, concerning the discloser's products or product plans, business operations, strategies, customers and related business information etc., except:

- a) with the prior written approval of both parties;
- b) as required by applicable law or governmental regulation; and
- c) on confidential basis, to investment bankers, accountants, attorneys and similar representatives of either party.

Information shall not be considered to be confidential if i) already published or available to the public other than by a breach of this Agreement; ii) received from a third party not in breach of any obligation of confidentiality; iii)

independently developed by personnel or agents of one party without access to the Confidential Information of the other as substantiated by written records; iv) proven to be already known to the recipient at the time of disclosure; or (v) produced in compliance with applicable law or a court order, provided the receiving party first gives the disclosing party reasonable notice of such law or order and gives the disclosing party an opportunity to object to and/or limit such production.

14. General

This Agreement supersedes all prior agreements concerning the subject matter herein and may not be changed or terminated except by a written communication signed by the party against whom the same is sought to be enforced.

In particular, this Agreement supersedes any existing general terms and conditions or other similar standard form contracts the Licensee might have.

15. Salvatorian Clause

Should a provision of this Agreement be invalid or become invalid or should this Agreement contain an omission, then the legal effect of the other provisions shall not thereby be affected. Instead of the invalid provision a valid provision is deemed to have been agreed upon which comes closest to what the parties intended commercially; the same applies in the case of an omission.

16. Force Majeure

No delay, failure or default in performance of any obligation of either party hereunder, excepting all obligations to make payments hereunder, shall constitute a breach of this Agreement to the extent caused by force majeure.

17. Governing Law and Place of Jurisdiction

This Agreement shall be governed by the laws of Switzerland. The parties agree that the competent courts at the registered office of the Licensor shall have exclusive jurisdiction over any disputes arising from or in connection with the execution or interpretation of this Agreement or breach thereof.