

Imagem Standard EULA

END-USER LICENSE AGREEMENT

IMPORTANT—READ CAREFULLY: This End-User License Agreement (“EULA”) is a legal agreement by and between “you” (either an individual or a single legal entity) and Imagem for the Imagem specific software product(s) (“SOFTWARE PRODUCT”) delivered with this EULA, which includes the computer software, object code copy, and all of the contents of the files, disk(s), CD-ROM(s) or other media with which this EULA is provided, including any templates, printed materials, and online or electronic documentation. All copies of the SOFTWARE PRODUCT and any Updates of the SOFTWARE PRODUCT, if any, are licensed to you by Imagem pursuant to the terms of this EULA. Any software, including, without limitation, any open source components and/or Upgrades, associated with a separate end-user license agreement is licensed to you under the terms of that license agreement. By installing, copying, downloading, accessing or otherwise using the SOFTWARE PRODUCT, you agree to be bound by the terms of this EULA, which shall take precedence over any other document and shall govern your use of the SOFTWARE PRODUCT, unless Imagem and you have agreed to a signed license agreement with Imagem that specifically addresses the licensing of the applicable SOFTWARE PRODUCT(s) for a discrete transaction, in which case the signed license agreement shall take precedence and shall govern your use of the SOFTWARE PRODUCT. You agree that this EULA is enforceable against you the same as any written, negotiated contract signed by you. If you do not agree to the terms of this EULA, you are not authorized to, and you shall not, download, install or use the SOFTWARE PRODUCT.

1.0 DEFINITIONS. As used in this EULA, the following terms are defined as follows and other capitalized terms set forth in this EULA shall have the meaning ascribed to them in this EULA:

1.1 “Core” means a physical processor on a computer server that can respond to and execute the basic instructions that drive the computer. A Central Processing Unit (CPU) may have one or more Cores, and a given server may have multiple CPU sockets that may each contain multiple Cores.

1.2 “Installation Guide” means a computer file in a Microsoft Word or Adobe PDF document or a text file that contains information a User may need to install or operate a SOFTWARE PRODUCT program

1.3 “Primary License” means the license(s) of the SOFTWARE PRODUCT provided to you for general production use as authorized by this EULA.

1.4 “Supplementary License” means a license(s) of the SOFTWARE PRODUCT which is made available by Imagem for select SOFTWARE PRODUCTS to augment Primary Licenses for special purposes. Each Supplementary License requires a Primary License and the term of the Supplementary License shall not exceed the term of the applicable Primary License.

1.5 “System” means a physical or operational location where the SOFTWARE PRODUCT resides and operates on an individual server or where a single operational identification number (“Site ID”) has been assigned by Imagem.

1.6 “**Update**” means any modified version, fix, or patch of the SOFTWARE PRODUCT.

1.7 “**Upgrade**” means each new release of the SOFTWARE PRODUCT that is as a result of an architectural, major, or minor change to the SOFTWARE PRODUCT. Upgrades may be provided with a separate EULA. The EULA delivered with the Upgrade will supersede any EULA or signed license agreement associated with prior releases of the SOFTWARE PRODUCT.

1.8 “**User**” means you or an individual employed by you. A User may also include your contractor who requires temporary use of the SOFTWARE PRODUCT to provide services on your behalf.

1.9 “**Web-based SOFTWARE PRODUCT**” means a Webservices-based SOFTWARE PRODUCT that is accessed by Users solely over the World Wide Web, Internet or intranet.

1.10 “**XML Files**” means the XML (Extensible Markup Language) files generated by the SOFTWARE PRODUCT, where applicable.

1.11 “**XSL Stylesheets**” means the XSL (Extensible Stylesheet Language) presentation of a class of XML Files which, when included with the SOFTWARE PRODUCT, describe how an instance of the class is transformed into an XML (Extensible Markup Language) document that uses the formatting vocabulary.

2.0 **LICENSE GRANT.** Provided you are not in breach of any term or condition of this EULA, Imagem hereby grants you a limited, non-exclusive license to install and use the SOFTWARE PRODUCT, in object code form only, strictly for your internal use and strictly in accordance with this EULA. The license is non-transferable, except as specifically set forth in this EULA. You assume full responsibility for the selection of the SOFTWARE PRODUCT to achieve your intended results, and for the installation, use and results obtained from the SOFTWARE PRODUCT.

2.1 **Supplementary Licenses** are described below:

- (a) **Developer’s License (DEV)** is a license of a Web-based SOFTWARE PRODUCT that is delivered solely in connection with the Primary License of such SOFTWARE PRODUCT for the purposes of developing and testing your website built only with the SOFTWARE PRODUCT. Developer’s Licenses shall not be used for production purposes (i.e. a fully deployed website).
- (b) **Test License (TST)** is licensed solely for testing purposes. However, Imagem also allows a Test License to be used to conduct no-cost training on test servers for a maximum of thirty (30) days per year.

2.3 Updates and Upgrades. If the SOFTWARE PRODUCT is an Update or Upgrade to a previous version of the SOFTWARE PRODUCT, you must possess a valid license to such previous version in order to use the Update or Upgrade. The SOFTWARE PRODUCT and any previous version may not be used by or transferred to a third party. All Updates and Upgrades are provided to you on a license exchange basis and are subject to all of the terms and conditions of the EULA provided with the latest version of the SOFTWARE PRODUCT. By using an Update or Upgrade, you (i) agree to voluntarily terminate your right to use any previous version of the SOFTWARE PRODUCT, except to the extent that the previous version is required to transition to the Update or Upgrade; and (ii) acknowledge and agree that any obligation that Imagem may have to support the previous version(s) of the SOFTWARE PRODUCT will end upon availability of the Update. If an Update is provided, you will take prompt action to install such Update as directed by Imagem. If you fail to do so, you acknowledge that the SOFTWARE PRODUCT may not work correctly or that you will not be able to take advantage of all of the SOFTWARE PRODUCT's available features. In such event, Imagem will not be liable for additional costs you incur as a result of your failure to install such Update.

3.0 RIGHTS AND LIMITATIONS.

3.1 THE FOLLOWING ARE PERMITTED FOR YOUR LICENSE:

3.1.1 For a Web-based SOFTWARE PRODUCT:

- (a) You may load this Web-based SOFTWARE PRODUCT on multiple machines.

3.2 THE FOLLOWING ARE PROHIBITED FOR YOUR LICENSE:

3.2.1 You may not sell, rent, license, lease, lend or otherwise transfer the SOFTWARE PRODUCT, or any copy, modification, or merged portion thereof, to another company or entity (i.e. inter-company transfer) or person. Any such unauthorized transfer will result in automatic and immediate termination of the license.

3.2.2 You may not, and you may not authorize anyone else to, decompile, disassemble, or otherwise reverse engineer the SOFTWARE PRODUCT.

3.2.3 You may not, and you may not authorize anyone else to, work around any technical limitations in the SOFTWARE PRODUCT.

3.2.4 You may not, and you may not authorize anyone else to, publish the SOFTWARE PRODUCT for others to copy or use.

3.2.5 You may not, and you may not authorize anyone else to, use, copy, modify, distribute, disclose, license or transfer the SOFTWARE PRODUCT, or any copy, modification, or merged portion, in whole or in part, except as expressly provided for in this EULA.

3.2.6 You may not, and you may not authorize anyone else to, re-use the component parts of the SOFTWARE PRODUCT with a different software product from the one you are licensed to use or on different computers. The SOFTWARE PRODUCT is licensed as a single product.

3.2.7 You may not, and you may not authorize anyone else to, circumvent any license mechanism in the SOFTWARE PRODUCT or the licensing policy.

3.2.8 You may not, and you may not authorize or allow anyone else to, use or view the SOFTWARE PRODUCT for any purposes competitive with those of Imagem.

3.2.9 You may not, and you may not authorize anyone else to, use the SOFTWARE PRODUCT except as expressly set forth in this EULA.

3.2.10 You may not, and you may not authorize or allow anyone else to, use the Developer's License for production purposes (i.e., a fully-deployed website).

3.2.11 You may not, and you may not authorize or allow anyone else to, publish to a third party any results of benchmark tests run on the SOFTWARE PRODUCT. The sample and demo data set(s) and related script(s) delivered with some SOFTWARE PRODUCTS (the "Sample Data") are provided solely for the purpose of instructing the User on how to use the SOFTWARE PRODUCT with which the Sample Data are delivered. The Sample Data are licensed in conjunction with the SOFTWARE PRODUCT and are not to be redistributed, licensed, sold, transferred, used or otherwise dealt with in a production solution without Imagem's prior written consent.

3.2.12 The SOFTWARE PRODUCT is not one hundred percent (100%) fault-tolerant. The SOFTWARE PRODUCT is not designed or intended for use in any situation where failure or fault of any kind of the SOFTWARE PRODUCT could lead to death or serious bodily injury of any person, or to severe physical, property or environmental damage ("High Risk Use"). You are not licensed to use the SOFTWARE PRODUCT in, or in conjunction with, any High Risk Use. High Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: operation of aircraft or other modes of human mass transportation, nuclear or chemical facilities, and Class III medical devices. You hereby agree not to use the SOFTWARE PRODUCT in, or in connection with, any High Risk Use.

3.2.13 For a Web-based SOFTWARE PRODUCT:

- (a) You may not use the Web-based SOFTWARE PRODUCT to operate software as a service or hosting without the prior written consent of Imagem.
- (b) You may not use Primary Licenses (and their allocated Load Balancing Licenses) ordered or delivered under a single part number (e.g. "product name – WORKGROUP") for other entities or organizations or at a different physical geographic address.

3.3 Indemnification by You. You agree to hold harmless and indemnify Imagem for any causes of action, claims, costs, expenses and/or damages resulting to Imagem from a breach by you or any User of any of the limitations or prohibited actions set forth in this EULA.

4.0 TERM. This EULA is effective until terminated or until your software subscription or lease expires without being renewed. This EULA may be terminated (a) by you, by returning to Imagem the original SOFTWARE PRODUCT or by permanently

destroying the SOFTWARE PRODUCT, together with all copies, modifications and merged portions in any form; (b) by Imagem, upon your breach of any of the terms hereof or your failure to pay the appropriate license or subscription fee(s); (c) upon your installation of an Upgrade that is accompanied by a new license agreement covering the SOFTWARE PRODUCT Upgrade; or (d) by expiration of the applicable license files, if this is a temporary license. You agree upon the earlier of the termination of this EULA or expiration of your software subscription to cease using and to permanently destroy the SOFTWARE PRODUCT (and any copies, modifications and merged portions of the SOFTWARE PRODUCT in any form, and all of the component parts of the SOFTWARE PRODUCT) and certify such destruction in writing to Imagem.

5.0 AUDIT. Imagem shall have the right, during your normal business hours, to audit your use of the SOFTWARE PRODUCT and your compliance with the provisions of this EULA. Imagem will provide you with thirty (30) days prior written notice of an audit. The right of audit shall be limited to twice per calendar year. Prior to the start of an audit, Imagem's personnel will sign a reasonable non-disclosure agreement provided by you. During the audit, you shall allow Imagem's personnel to be provided reasonable access to both your records and personnel. The cost of the audit shall be paid by Imagem unless the results of the audit indicate that you have underpaid fees to Imagem, in which case, you agree to promptly pay Imagem such fees at the price previously agreed to for the SOFTWARE PRODUCT license or software subscription *plus* interest on such underpayments from the original due date at the lesser of two percent (2%) per month or the highest rate allowed by applicable law, and you further agree to bear all costs associated with the audit.

6.0 INTELLECTUAL PROPERTY.

6.1 Ownership.

6.1.1 Software. ALL SOFTWARE PRODUCTS ARE PROPRIETARY PRODUCTS OF IMAGEM AND ADDITIONAL THIRD PARTIES, AND ARE PROTECTED BY COPYRIGHT LAWS AND INTERNATIONAL TREATIES. TITLE TO SOFTWARE PRODUCTS AND ALL COPIES, MODIFICATIONS AND MERGED PORTIONS OF A SOFTWARE PRODUCT SHALL AT ALL TIMES REMAIN WITH IMAGEM AND SUCH THIRD PARTIES. SOFTWARE PRODUCTS are licensed, not sold pursuant to this EULA. Imagem and additional third parties retain all right, title and interest in and to all SOFTWARE PRODUCTS, including, but not limited to, all Intellectual Property rights in and to each SOFTWARE PRODUCT. All rights not expressly granted to you by this EULA or other applicable third party software license agreement or terms and conditions are reserved by Imagem and such third parties. No source code is deliverable hereunder unless otherwise agreed to in writing by Imagem.

6.1.2 Intellectual Property. You acknowledge and agree that Imagem and third party manufacturers, as applicable, own all rights in and to Imagem's and the applicable third party manufacturer's trade names, and no right or license is granted to you pursuant to this EULA to use such trade names. You also acknowledge and agree that Imagem and third party manufacturers, as applicable, own all right, title and interest in and to all intellectual property relating to and for the SOFTWARE PRODUCT, including, without limitation, patents, trademarks, copyrights, inventions (whether registerable or not), trade secrets, concepts, ideas, methods, techniques, formulae, algorithms, logic designs, screen displays, schematics, and source and object code computer programs (collectively, "Intellectual Property"). If you bring

a patent claim against Imagem or any third party manufacturer over patents you claim are being infringed by the SOFTWARE PRODUCT, your patent license from Imagem and any applicable third party manufacturer(s) for the SOFTWARE PRODUCT automatically ends.

6.2 Intellectual Property Infringement.

6.2.1 Remedy by Imagem. In the event the SOFTWARE PRODUCT is, in Imagem's opinion, likely to or becomes the subject of a claim of infringement of any duly issued U.S. Intellectual Property, Imagem may, at its sole option and expense (a) procure for you the right to continue using the SOFTWARE PRODUCT; (b) modify the SOFTWARE PRODUCT to make it non-infringing, but functionally the same; (c) replace the SOFTWARE PRODUCT with a SOFTWARE PRODUCT which is non-infringing, but functionally the same; or (d) provide a prorated refund to you of the actual amount you paid Imagem for the SOFTWARE PRODUCT.

6.2.2 Indemnification by You. In the event any proceeding (suit, claim, or action) is based (in whole or in part) on modifications, enhancements or additions made by you or any person or entity on your behalf, or your use of the SOFTWARE PRODUCT in combination with other products not furnished by Imagem, you agree to hold harmless and defend, at your sole cost and expense, all of Imagem's right, title and interest in and to the SOFTWARE PRODUCT, as well as Imagem's goodwill and reputation both in good faith and at a standard as if the claim is made against you. You shall reimburse Imagem any defense expenses inclusive of reasonable attorneys' fees expended by Imagem in defense of said claim, and pay any judgment rendered against Imagem. You shall make such defense by counsel of your choosing and Imagem shall reasonably cooperate with said counsel at your sole cost and expense. You shall have sole control of said defense, but you shall allow Imagem to reasonably participate in its own defense and you shall reasonably cooperate with Imagem with respect to the settlement of any claim. Notwithstanding the foregoing, Imagem may at any time decide to take over any defense of Imagem at Imagem's cost and expense and you shall render full cooperation and assistance to transfer such defense to Imagem and with respect to such defense.

6.3 DISCLAIMER OF INTELLECTUAL PROPERTY WARRANTIES AND LIMITATION OF LIABILITY. THE INTELLECTUAL PROPERTY LIMITED WARRANTIES SET FORTH IN THIS EULA ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATED TO INTELLECTUAL PROPERTY INFRINGEMENT AND THESE INTELLECTUAL PROPERTY LIMITED WARRANTIES ALONG WITH THE STATED REMEDIES REPRESENT THE FULL AND TOTAL WARRANTY OBLIGATION AND LIABILITY OF IMAGEM WITH REGARD TO INTELLECTUAL PROPERTY INFRINGEMENT. THE INTELLECTUAL PROPERTY LIMITED WARRANTIES PROVIDE YOU WITH SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. IF ANY PART OF THIS DISCLAIMER OF EXPRESS OR IMPLIED WARRANTIES OR LIMITATION OF LIABILITY IS RULED INVALID, THEN IMAGEM DISCLAIMS EXPRESS OR IMPLIED WARRANTIES AND LIMITS ITS LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW. IF A GREATER WARRANTY OR LIABILITY IS MANDATED PURSUANT TO THE LAW HELD APPLICABLE TO THIS AGREEMENT, THEN IMAGEM WARRANTS THE SOFTWARE PRODUCT AND PROVIDES LIABILITY TO THE MINIMUM EXTENT REQUIRED BY SAID LAW.

7.0 LIMITED WARRANTIES.

7.1 Imagem warrants to you for a period of thirty (30) days from the date of shipment that the SOFTWARE PRODUCT delivery media will be free of defects in material and workmanship, provided the SOFTWARE PRODUCT is used under normal conditions and in strict accordance with the terms and conditions of this EULA. You agree to promptly notify Imagem of any unauthorized use, repair or modification, or misuse of the SOFTWARE PRODUCT, as well as any suspected defect in the SOFTWARE PRODUCT delivery media.

7.2 Imagem warrants that it has the right to grant you this license.

7.3 THE ABOVE LIMITED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND REPRESENT THE FULL WARRANTY OBLIGATION OF IMAGEM. THE LIMITED WARRANTIES PROVIDE YOU WITH SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. IF THIS WARRANTY SECTION DOES NOT ADHERE TO LOCAL LAWS, THEN THE MINIMUM WARRANTY TERM PRESCRIBED BY THE LAWS OF YOUR JURISDICTION SHALL APPLY.

8.0 WARRANTY DISCLAIMERS. ALL WARRANTIES PROVIDED PURSUANT TO THIS EULA ARE VOID IF FAILURE OF A WARRANTED ITEM RESULTS DIRECTLY, OR INDIRECTLY, FROM AN UNAUTHORIZED USE OR MISUSE OF A WARRANTED ITEM, INCLUDING, WITHOUT LIMITATION, USE OF A WARRANTED ITEM UNDER ABNORMAL OPERATING CONDITIONS OR UNAUTHORIZED MODIFICATION OR REPAIR OF A WARRANTED ITEM OR FAILURE TO ROUTINELY MAINTAIN A WARRANTED ITEM. EXCEPT AS SPECIFICALLY SET FORTH IN THIS EULA, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IMAGEM AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, RELATING TO THE SOFTWARE PRODUCT, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, HIGH RISK USE AND NON-INFRINGEMENT. IMAGEM DOES NOT WARRANT THAT ANY SOFTWARE PRODUCT WILL MEET YOUR REQUIREMENTS, AND UNDER NO CIRCUMSTANCES DOES IMAGEM WARRANT THAT ANY SOFTWARE PRODUCT WILL OPERATE UNINTERRUPTED OR ERROR FREE. THE SOFTWARE PRODUCT IS PROVIDED "AS IS" AND YOU BEAR THE SOLE RISK OF USING THE SOFTWARE PRODUCT. IF ANY PART OF THIS DISCLAIMER OF EXPRESS OR IMPLIED WARRANTIES IS RULED INVALID, THEN IMAGEM DISCLAIMS EXPRESS OR IMPLIED WARRANTIES TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW. IF A GREATER WARRANTY OR LIABILITY IS MANDATED PURSUANT TO THE LAW HELD APPLICABLE TO THIS AGREEMENT, THEN IMAGEM WARRANTS THE SOFTWARE PRODUCT AND PROVIDES LIABILITY TO THE MINIMUM EXTENT REQUIRED BY SAID LAW.

9.0 LIMITATION OF LIABILITY. YOU ASSUME FULL AND COMPLETE LIABILITY FOR YOUR USE OF THE SOFTWARE PRODUCT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL IMAGEM OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE OR PRODUCTION, LOSS OF

REVENUE OR PROFIT, LOSS OF DATA, LOSS OF BUSINESS INFORMATION, BUSINESS INTERRUPTION, CLAIMS OF THIRD PARTIES OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT AND/OR THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, EVEN IF IMAGEM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL IMAGEM BE LIABLE FOR ANY CLAIM, DAMAGES, OR OTHER LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, THE DOWNLOADING, VIEWING, USE, DUPLICATION, DISTRIBUTION OR DISCLOSURE OF ANY SAMPLE DATA PROVIDED BY IMAGEM, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM, LIABILITY OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LOSS OR CORRUPTION OF DATA ARISING FROM, OUT OF OR IN CONNECTION WITH, THE SAMPLE DATA OR THE USE OR OTHER DEALINGS WITH THE SAMPLE DATA. IMAGEM'S ENTIRE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS EULA SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU TO IMAGEM FOR THE SOFTWARE PRODUCT OR SOFTWARE SUBSCRIPTION AT ISSUE AT THE TIME THE INITIAL EVENT GIVING RISE TO THE CLAIM OCCURS. EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, NO CLAIM, REGARDLESS OF FORM, ARISING OUT OF OR RELATING TO THIS EULA MAY BE BROUGHT BY YOU MORE THAN ONE (1) YEAR FOLLOWING THE INITIAL EVENT GIVING RISE TO THE CAUSE OF ACTION. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF ANY PART OF THIS SECTION IS HELD INVALID, THEN IMAGEM LIMITS ITS LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW.

9.1 In the event the SOFTWARE PRODUCT does not substantially comply with the limited warranties set forth in this EULA, Imagem's entire liability and your exclusive remedy shall be, in Imagem's sole and absolute discretion, either (i) the modification, repair or replacement of the SOFTWARE PRODUCT; or (ii) termination of this EULA and a prorated refund to you of the actual amount you paid Imagem for the SOFTWARE PRODUCT for the period of time that the SOFTWARE PRODUCT did not substantially conform to the limited warranties set forth in this EULA. All replacements, Updates, and/or Upgrades made during the original warranty period will be warranted only for the remainder of the original warranty period. So long as Imagem performs any one of the remedies set forth above, this limited remedy shall not be deemed to have failed of its essential purpose.

10.0 RESTRICTIONS.

10.1 To any entity if you know, or have reason to know, the end use is related to the design, development, production, or use of missiles, chemical, biological, or nuclear weapons, or other unsafeguarded or sensitive nuclear uses.

10.2 To any entity if you know, or have reason to know, that an illegal reshipment will take place.

You agree to hold harmless and indemnify Imagem for any causes of actions, claims, costs, expenses and/or damages resulting to Imagem from a breach by you or any User of the export restrictions set forth in this EULA. Any questions regarding export or re-export of the SOFTWARE PRODUCT should be addressed to Imagem at Barbizonlaan 1, 2908 MA, Capelle aan den IJssel or at info@imagem.nl.

10.3 Territorial Use Restriction. Unless otherwise specifically permitted in writing by Imagem, use of the SOFTWARE PRODUCT outside the country in which it is licensed is strictly prohibited.

10.4 Non-disclosure. You understand that Imagem possesses information and data, including, without limitation, Intellectual Property, that was developed, created or discovered by Imagem, or which has become known to or has been conveyed to Imagem, which has commercial value in Imagem's day-to-day business ("Confidential Information"). Imagem considers such Confidential Information to be proprietary and confidential. You agree to treat and maintain as proprietary and confidential Imagem's Confidential Information and any information or data provided by Imagem, in whatever form, as you would treat your own proprietary and confidential information and data, but in any event, no less than with reasonable care, and to comply with all license requirements, copyright, patent, trademark and trade secret laws as they may pertain to any of Imagem's Confidential Information or other information or data provided by Imagem.

11.0 GENERAL.

11.1 Entire Agreement. You acknowledge that you have read this EULA, understand it and agree to be bound by its terms and conditions. You further agree that this EULA is the complete and exclusive statement of the agreement between you and Imagem relating to the subject matter of this EULA and that this EULA supersedes any proposal or prior agreement, oral or written, and any other communications between you and Imagem relating to the subject matter of this EULA. This EULA may be amended only by a written instrument signed by both you and Imagem; *provided however*, certain Imagem SOFTWARE PRODUCTS and Upgrades may be subject to additional, or different, as applicable, terms and conditions contained in a EULA Addendum or separate EULA that is delivered with the applicable SOFTWARE PRODUCT or Upgrade. Any reproduction of this EULA made by reliable means (for example, printed, photocopy or facsimile) will be deemed an original.

11.2 Severability. Whenever possible, each provision of this EULA shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this EULA shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this EULA.

11.3 Headings. The various headings in this EULA are inserted for convenience only and shall not affect the meaning or interpretation of this EULA or any section or provision of this EULA.

11.4 No Waiver. Any failure by either party to enforce performance of this EULA shall not constitute a waiver of, or affect said party's right to avail itself of, such remedies as it may have for any subsequent breach of the terms of this EULA.

11.5 Notices. Any notice or other communication ("Notice") required or permitted under this EULA shall be in writing and either delivered personally or sent by electronic mail, facsimile, overnight delivery, express mail, or certified or registered mail, postage prepaid, return receipt requested. A Notice delivered personally shall be deemed given only if acknowledged in writing by the person to whom it is given. A Notice sent by electronic mail or facsimile shall be deemed given when transmitted, provided that the sender obtains written

confirmation from the recipient that the transmission was received. A Notice sent by overnight delivery or express mail shall be deemed given twenty-four (24) hours after having been sent. A Notice that is sent by certified mail or registered mail shall be deemed given forty-eight (48) hours after it is mailed. If any time period in this EULA commences upon the delivery of Notice to any one or more parties, the time period shall commence only when all of the required Notices have been deemed given. Imagem's address for Notices is Imagem, Barbizonlaan 1, 2908 MA, Capelle aan den IJssel.

11.6 Assignment. Neither party shall have the right to assign any of its rights nor delegate any of its obligations under this EULA without the prior written consent of the other party, except that Imagem may assign its rights and obligations under this EULA, without your approval, to (i) an entity which acquires all or substantially all of the assets of Imagem or the Imagem division providing a product or service subject to this EULA; (ii) an entity which acquires all or substantially all of the product or product line assets subject to this EULA; or (iii) any subsidiary, affiliate or successor in a merger or acquisition of Imagem. Any attempt by you to sublicense, assign or transfer the license or the SOFTWARE PRODUCT, except as expressly provided in this EULA, is void and immediately terminates the license.

11.7 Other Imagem software products. If you have or use other Imagem software products, please read this EULA and all other terms and conditions carefully, as there may be differences in the terms and conditions.

11.8 Limited Relationship. The relationship between you and Imagem is that of independent contractors and neither you nor your agents shall have any authority to bind Imagem.

11.9 Governing Law; Venue and Jurisdiction. This EULA shall for all purposes be construed and enforced under and in accordance with the Laws of the Netherlands. You and Imagem agree that any legal action or proceeding arising, directly or indirectly, out of or relating to this EULA shall be instituted in the Court in the Netherlands. You and Imagem agree to submit to the jurisdiction of and agree that venue is proper in these courts for any such legal action or proceedings. This EULA shall not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

11.10 Waiver of Jury Trial. Imagem and you Each hereby waive, to the fullest extent permitted by applicable law, any right either may have to a trial by jury for any legal proceeding arising, directly or indirectly, out of or relating to this eula. Both Imagem and you (I) certify that no representative, agent or attorney of any other Party has represented, expressly or otherwise, that such other Party would not, in the event of litigation, seek to enforce the foregoing waiver; and (II) acknowledge that both Imagem and you have been induced to enter into this EULA by, among other things, the mutual waivers and certifications in this waiver of jury trial.

11.11 Injunctive Relief; Cumulative Remedies. You acknowledge and agree that a breach of this EULA by you could cause irreparable harm to Imagem for which monetary damages may be difficult to ascertain or may be an inadequate remedy. You agree that Imagem will have the right, in addition to its other rights and remedies, to seek and obtain injunctive relief for any breach of this EULA by you, and you expressly waive any objection that Imagem has or may have an adequate remedy at law with respect to any such breach. The

rights and remedies set forth in this EULA are cumulative and concurrent and may be pursued separately, successively or together.

11.12 Attorneys' Fees and Costs. In the event of any legal proceeding arising out of or relating to this EULA, the prevailing party in such action shall be entitled to an award of its reasonable attorneys' fees and costs for all such legal proceedings, including for trial and all levels of appeal.

11.13 Governing Language. The controlling language of this EULA is English. If you received a translation of this EULA into another language, it has been provided for your convenience only.

11.14 USE OUTSIDE THE Netherlands. If you are located outside the Netherlands, then the provisions of this section shall also apply: (i) Les parties en présence confirment leur volonté que cette convention de même que tous les documents y compris tout avis qui s'y rattachent, soient rédigés en langue anglaise (Translation: "The parties confirm that this agreement and all related documentation is and will be in the English language."); and (ii) You are responsible for complying with any local laws in your jurisdiction which might impact your right to import, export or use the SOFTWARE PRODUCT, and you represent that you have complied with any and all regulations or registration procedures required by applicable law to make this EULA fully enforceable.

11.15 Survival. The provisions of this EULA which require or contemplate performance after the expiration or termination of this EULA shall be enforceable notwithstanding said expiration or termination.

Imagem18112016