Framework agreement for the supply of ADLIB program products and the associated usage rights and the associated maintenance services by ADLIB INFORMATION SYSTEMS B.V.

The Undersigned:

a. ADLIB INFORMATION SYSTEMS B.V., with offices in Maarssen at Safariweg 18-22, represented by Mrs M. van der Kwartel, Financial Director, hereinafter to be called: AIS

and

b. **[client name]**, with registered offices at XXXXXXXXX in XX, represented by XXXXXXXXXXXXXXXXXXXXXXXXX, hereinafter to be called: CLIENT,

both jointly hereinafter to be called "parties",

Considering that:

(a) AIS grants usage licences for a model application which is sufficient for many CLIENTS (often museums, libraries and archives) to meet part of their information needs, namely that part which relates to the collection or to the library and/or the archive. AIS also issues usage licences for ADLIB Designer, the 'ADLIB toolkit' with which heritage institutions are able to produce their own specific modifications or implementations of ADLIB products. The ADLIB toolkit contains the same tools as those with which AIS builds and maintains the model applications;

(b) AIS offers all sorts of services for the development of additional applications in addition to the above. Those applications are sometimes built using ADLIB Designer, and sometimes on another development platform;

(c) AIS supports the principle that third parties build and maintain additional functionalities for ADLIB users using ADLIB Designer and that ADLIB applications or data from ADLIB applications can be used in applications which go beyond the limits of the ADLIB-based system;

(d) The CLIENT wishes to have software products, the associated usage rights and - if required - the associated maintenance services supplied by AIS;

(e) This agreement will constitute the framework agreement under which AIS will offer its services;

(f) This agreement applies to all (service) agreements which AIS will conclude with the CLIENT, including in the future;

(g) The above considerations result from the discussions conducted between the parties in connection with the services potentially to be provided by AIS, the key agreements of which are set out below in writing.

The parties agree the following:

1. Definitions

ADLIB service(s)	The services to be provided by AIS under this agreement, the Sub-Agreements and the associated Appendices for the benefit of the CLIENT including the provision of ADLIB products to the CLIENT, possible training and installation thereof at the CLIENT and where agreed the maintenance of ADLIB products.
ADLIB product(s)	Standard software, possibly hosted via the Internet, provided by AIS, including user documentation as described in the Quote and the Licensing Agreement and the associated Appendices.
Appendices	The documentation attached to the Framework Agreement and Sub-Agreements which form part of the agreement(s) concerned.
Sub-Agreement(s)	The quote from AIS and the Licensing Agreement and - insofar as agreed - the Maintenance Agreement.
Bug	A 'bug' is a deviation from the working of an ADLIB product which could be expected in view of the user documentation **or** which is caused by that product.
Users group	An association of ADLIB users.
User documentation	Description of the functionality and working of the ADLIB products.
Tailored software	Standard software which has been specially modified and/or expanded for the CLIENT by AIS on the instructions of the CLIENT and software which has been specially developed for the CLIENT.
Standard software The ADLIB standard software is divided into (1) Basic software and (2) Applications. These are summarised on the right:	**(1) Basic software:** (a) ADLIB core software: The basic program on which ADLIB applications and databases run (adlwin.exe). The ADLIB core software is the motor of the ADLIB package (similar to Access.exe). The software is supplied in various versions depending on the licensing

	model chosen which match different types of database (e.g.: file-based ADLIB database, MS SQL, Oracle). **(b) ADLIB Designer:** The program (the ADLIB tool) with which the ADLIB applications and databases are built and modified (ADLIBDesigner.exe). <u>AIS</u> uses this program itself to build the model applications. **(c) ADLIB Internet server:** The program that <u>AIS</u> has developed as a link between the ADLIB database and the Internet. **(2) Applications:** The standard applications which <u>AIS</u> has built with its knowledge of practice in libraries, museums and archives and which it supplies ready-to-use, including: - ADLIB Museum - ADLIB Library - ADLIB Archive - ADLIB Plus / Xplus; a combination of the Museum, Library and Archive application
System software	The <u>operating system software</u>, the database management software and the web server software which the ADLIB products use and on which they are reliant.

2. Agreement

2.1 AIS and CLIENT wish to enter into a linked system of agreements consisting of:

  (1) This agreement, which is intended to describe the shared elements of this system of agreements, and to make binding agreements which will apply to all <u>Sub-Agreements</u>;

  (2) The granting of usage rights for ADLIB products (in a separate *licensing agreement* to be linked to this framework agreement);

  (3) Insofar as contracted - the provision of maintenance services for ADLIB products (in a separate *maintenance agreement* to be linked to this framework agreement).

2.2 AIS and the CLIENT are of the opinion that the specified agreements together with this framework agreement set out the service to be provided to the CLIENT by AIS as AIS offers it to the CLIENT and as the CLIENT has accepted it.

2.3 Agreements involving the instruction to develop Tailored software, the use thereof and any maintenance of it will be recorded by the parties in a separate written agreement.

2.4 The following Sub-Agreements will be attached to this framework agreement, which form an integral part of this agreement and which consist of:
- The quote from AIS with Appendices;
- The Licensing Agreement with Appendices;
- Insofar as agreed - the Maintenance Agreement with Appendices.

2.5 This framework agreement includes the following Appendix which will be attached below and also forms an integral part of this agreement and which consists of:

- Appendix 1 contains information about contact persons, addresses, telephone numbers and contactability of (representatives of) the CLIENT and AIS.

3.   Parties' obligations

3.1 AIS undertakes to the CLIENT to provide the agreed ADLIB service. The services and the terms under which they are provided are described in more detail in the Sub-Agreements and can include the installation of ADLIB products at the CLIENT, the granting of usage rights for ADLIB products and the maintenance of ADLIB products purchased by the CLIENT.

3.2 The CLIENT undertakes to AIS to purchase the ADLIB services at the agreed price and subject to the agreed procedures.

3.3 All prices to be charged annually are payable in advance. Such costs will be increased annually without pre-announcement in line with the latest published Consumer Price Index figure. AIS undertakes to inform the CLIENT in writing of any other increases in costs at least 3 (three) months before the start of a new charging period.

4.   Use

The CLIENT will ensure that the ADLIB products are only used in accordance with the terms set out in the Licensing Agreement, the Quote and the User Documentation.

5.   Maintenance

Insofar as the CLIENT does not conclude a maintenance agreement for the software, AIS is not obliged to provide maintenance and/or other service activities to the CLIENT, except insofar as specified in the guarantee (Licensing Agreement, article 7.1 ff.).

6.   Guarantee and liability

6.1 The good working of ADLIB products is dependent on the good working of the underlying System software on the underlying hardware and network systems. AIS accepts no responsibility whatever for the good working of - nor for the maintenance of - this System software, hardware or networks.

6.2 Without prejudice to the guarantee obligations contained in the Licensing Agreement, AIS expressly rules out any further liability for all indirect loss which includes but is not limited to lost profits, lost savings, loss as a result of business stagnation, corruption or loss of data, consequential loss, damage to third parties' materials or software, unless this loss is the direct result of intent or gross negligence on the part of AIS or its direct managers.

6.3 Should AIS's liability nonetheless be established in cases where there is no intent or gross negligence as specified in article 6.2 of this agreement, this is limited to an amount which corresponds to the charges (excluding VAT) which AIS has billed to the CLIENT during 12 months prior to the incident which caused the loss.

6.4 Contrary to articles 6.2 and 6.3 of this agreement, if the liability insurance for Companies and Professions which AIS has taken out with AEGON under policy number 312524809 provides cover, AIS's liability is limited to the amount which the insurer pays in the case in question.

6.5 A pre-condition for the arising of any entitlement to compensation is that the CLIENT notifies the loss to AIS in writing as soon as possible after it has occurred. Any claim for compensation against AIS will lapse 12 months after the loss has been discovered.

6.6 Any entitlement to compensation will in any case lapse if the CLIENT has failed to take steps to limit the loss as soon as it has occurred or to prevent other or additional loss from occurring.

7. Confidentiality

AIS undertakes not to reveal any information or facts relating to the CLIENT of which it becomes aware as a result of this maintenance agreement to third parties in any way other than with the CLIENT's express written permission.

8. Intellectual Property

The intellectual property rights, including copyright, relating to the ADLIB products and to the versions, releases, workarounds, patches and/or tailored products will always be held by AIS unless agreed otherwise in writing.

9. References

The CLIENT grants AIS permission to place the CLIENT's name on its list of customers. AIS may only cite the CLIENT publicly as a reference with prior written permission.

10. Changes

10.1 Proposals for changes to this agreement will be submitted by the CLIENT or AIS and will be discussed together in the regular consultation with the Users Group (which can be convened on an ad hoc basis if necessary). After approval of the change it will be recorded in writing by AIS and attached as an Appendix to the relevant Sub-Agreement after being signed by both parties. The change will form part of the agreement contained in that Sub-Agreement with effect from the date expressly specified in the amended

Appendix. If the commencement date is not specified in the new Appendix, it is not binding between the parties and does not form part of this agreement.

10.2 A separate agreement will be concluded for proposals for changes for new releases or new versions of the ADLIB products. The following approach is the most obvious:
1. Users Group draws up lists of wishes and requirements for the Basic software and for each Application and sends these to AIS at least two months prior to the bi-annual meeting.
2. AIS and a delegation from the Users Group will discuss this list, after which AIS will respond to the list(s) in writing at least two weeks prior to the bi-annual meeting. It will thereby indicate:
   a. which wishes and requirements will and will not be granted and why;
   b. estimated timetable for implementation of the wishes which are being granted.
3. AIS is not obliged to comply with a request to publish new releases and versions in the sense of this article.
4. At the bi-annual meeting AIS's response will be explained and agreements will be made as to which changes will be tested by which members of the Users Group.
5. The Users Group will report on this in writing.
6. The production and delivery by AIS of the test version of the change to the basic software and applications in accordance with the recorded agreements.
7. Testing of the application by the designated members of the Users Group and response within an agreed timescale.
8. Possible modification by AIS.
9. Delivery and release of the changes.
10. The intellectual property rights, including copyright, to the new release, version etc. supplied by AIS on request will always be held by AIS.

11.   Term, Termination and Non-compliance

11.1 This Agreement is entered into for the same term as the licence granted on ADLIB products as set out in the Quote and/or the Licensing Agreement and the associated Appendices.

11.2 Parties can suspend and/or terminate this agreement in full or in part with immediate effect without judicial intervention and without being obliged to pay (any) compensation if:

- the other party is attributably in default in complying with a material obligation under this agreement and it fails to comply with its obligations within 14 working days of receiving a written demand to this end from the other party, insofar as the shortcoming can be rectified.

- The CLIENT fails to comply with its financial obligations under this agreement and fails to comply with its obligations within 14 working days of receiving a written demand to this end from AIS or finds itself in a situation which gives AIS good grounds for fearing that the CLIENT will not comply with its obligations and fails to provide sufficient sureties within 5 working days of being asked to do so.

11.3 Parties can suspend and/or terminate this agreement in full or in part with immediate effect without judicial intervention and without being obliged to pay (any) compensation if:

- the other party has applied for or been granted a (provisional) payment moratorium;
- the other party has applied for bankruptcy or has been declared bankrupt;
- the other party ceases its trading activities or goes into liquidation.

11.4 If AIS terminates this agreement in a legally valid manner, the CLIENT will pay all the monies due to AIS under this agreement to AIS within 14 working days without any right of offsetting.

11.5 If the CLIENT is in default with respect to AIS in complying with one of its obligations towards AIS under this agreement, AIS can also retract the usage right granted to the CLIENT for ADLIB products.

12. Disputes and applicable law

12.1 This agreement and the associated agreements and Appendices are governed by Dutch law.

12.2 Disputes between the parties resulting from or relating to this agreement will be submitted to the civil court in the Utrecht court district.

13. Commencement date

The commencement date of this agreement is the date of signing.

Thus agreed and prepared and signed in duplicate in Maarssen,
date **[date]**

ADLIB Information Systems B.V.   **[client name]**

Marijke van der Kwartel   **[name for signature]**
Financial Director   **[job title]**

member of the AXIELL group

Appendix 1: Contact persons, addresses and contactability

The following information concerning contact persons, addresses and contactability applies to the CLIENT:

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The following information concerning contact persons, addresses and contactability applies to AIS:

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member of the AXIELL group