

ADLIB Licensing Agreement

The Undersigned:

- a. ADLIB INFORMATION SYSTEMS B.V., with offices in Maarsse 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 XXXXXXXXXXXXXXXXXXXXXXXXXXXX, hereinafter to be called: CLIENT,

both jointly hereinafter to be called "parties",

Considering that:

- (i) Parties have agreed that AIS will provide the CLIENT with the ADLIB service as specified in the framework agreement, of which this Licensing Agreement forms part;
- (ii) Usage rights are granted by AIS to the CLIENT for the use of the ADLIB products;
- (iii) Parties wish to record the terms under which these usage rights are granted in this agreement.

The parties agree the following:

1. Intellectual Property

Copyright and all other intellectual property rights relating to all ADLIB products and/or materials which form part of the agreed ADLIB service, such as user documentation, product descriptions and any modifications in connection with maintenance etc. are held solely by AIS or its licensors. The CLIENT will only acquire those usage rights which are expressly granted in this Licensing Agreement.

2. Licence and restrictions

2.1 AIS grants the CLIENT the conditional (see art. 3) non-exclusive non-transferable right to use the version(s) of the Adlib products and user documentation specified in Appendix A for an indefinite period at the location specified there for the one-off fee specified there. AIS will supply the ADLIB products to the CLIENT in accordance with the terms as set out in the Quote.

2.2 The usage right is granted with the restriction that the CLIENT will only use the ADLIB products in the execution and in support of the CLIENT's customary business activities, in accordance with the goal and intended functionality thereof and that they are used in accordance with the (latest) user documentation which always applies to the versions/releases of the ADLIB products in use.

2.3 All costs results from improper use or from use contrary to the (latest) user documentation for the ADLIB products concerned by the CLIENT will be borne entirely by the CLIENT.



2.4 The CLIENT is not permitted to reproduce and/or make copies of the ADLIB products and the associated user documentation other than for back-up purposes or to allow third parties access to them and/or publish them, except when the ADLIB products contain functionality which allow third parties to make use of that functionality via web access. If the CLIENT breaches this prohibition, the CLIENT will be required to pay AIS an immediately payable fine of € 25,000 per established breach. This without prejudice to AIS's right to recover the entire loss suffered as a result from the CLIENT.

2.5 The CLIENT is not permitted to include the ADLIB products provided to it or a part thereof in any program or product which will be available to third parties other than with AIS's express written permission or where permitted by law.

2.6 The CLIENT is not permitted to sell, rent, sublicense, dispose of or establish restricted rights on the ADLIB products and associated user documentation or the information carriers on which they are located, or make them available to a third party in any way for any purpose. Third party also refers to a (public) corporate entity, a company or a (semi-governmental) organisation with which the CLIENT collaborates or starts collaborating, in which the CLIENT participates or starts participating or of which it has and/or acquires (partial) ownership. The sanction(s) specified in article 2.4 of this agreement will apply correspondingly.

3 Conditional licence

The usage rights granted to the CLIENT by AIS in the licensing agreement are only granted on condition that the CLIENT complies with all its obligations to AIS under this agreement and the Sub-Agreements. The sanction(s) specified in article 11.5 of the Framework Agreement will apply correspondingly.

4 Protection and Security

The CLIENT acknowledges and accepts that the ADLIB products provided to the CLIENT under licence (as described in the Sub-Agreements and Appendices) represent a major financial value to AIS. The CLIENT guarantees that the supplied ADLIB products will be protected with sufficient security measures to ensure that the ADLIB products cannot be unlawfully reproduced, published or used.

5 Back-ups

5.1 The making, checking and managing of back-ups of the software, the configuration files and the data which is made accessible to the CLIENT by the ADLIB products will remain the responsibility of the CLIENT at all times and is expressly **not** part of the ADLIB services described in this agreement. AIS urgently recommends that the USER make daily back-ups and regularly checks these for reliability.

5.2 AIS is not liable for loss resulting from back-ups of ADLIB products, applications, configuration files and/or data being missing or unusable.

6 Maintenance

As long as a valid Maintenance Agreement is in force AIS will also grant the CLIENT the conditional (see art. 3) non-exclusive non-transferable right to use



the new versions of the ADLIB products and user documentation specified in **Appendix A** which thereby become available for an indefinite period for use in the location(s) specified in **Appendix A**.

7 Guarantee

- 7.1 The ADLIB products come with a guarantee for the CLIENT. AIS guarantees to the CLIENT for a period of three (3) months following the signing of this agreement that the ADLIB products comply with the functional specifications as set out in the product description and user documentation included with the ADLIB products. The CLIENT recognises that the size of the ADLIB products is such that the presence of a Bug in the ADLIB products cannot be ruled out. The CLIENT's claims and AIS's liability with regard to the guarantee are limited solely to compliance with AIS's obligation to resolve the bug reports specified above in accordance with article 7.2.
- 7.2 The CLIENT will inform AIS immediately and with documentation of every uncovered Bug in the ADLIB products and/or the associated products/user documentation during the guarantee period. The CLIENT is thereby obliged to provide the information which enables AIS to reproduce such a bug. If the ADLIB products do not comply with the functional specifications as set out in the product description and the User Documentation, AIS will provide maintenance as per the 'table of services and standard service levels' in the Maintenance Agreement in accordance with service level 1. If AIS and the CLIENT have entered into a Maintenance Agreement the complaint (which falls within the guarantee period) will be dealt with in accordance with the agreed service levels.

8 Escrow

AIS has deposited the source code of the ADLIB products for the CLIENT's benefit in an ESCROW deposit with Escrow Europe in Amsterdam. The CLIENT can join this ESCROW agreement with AIS directly via Escrow Europe. A copy of this ESCROW agreement can be provided to the CLIENT for information purposes on request.

9 Commencement date

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

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

ADLIB Information Systems B.V.

[client name]

Marijke van der Kwartel
Financial Director

[name for signature]
[job title]



Appendix A to Licensing Agreement (licences to be granted for ADLIB software and documentation and for what fee)

The table below specifies which ADLIB products and what associated user and management documentation will be supplied to the CLIENT by AIS, on which media and for what fee:

Products	Name/version	Licence fee
a. Program
b. UserDoc
c. Managerdoc
...		

....

CLIENT's location(s)

