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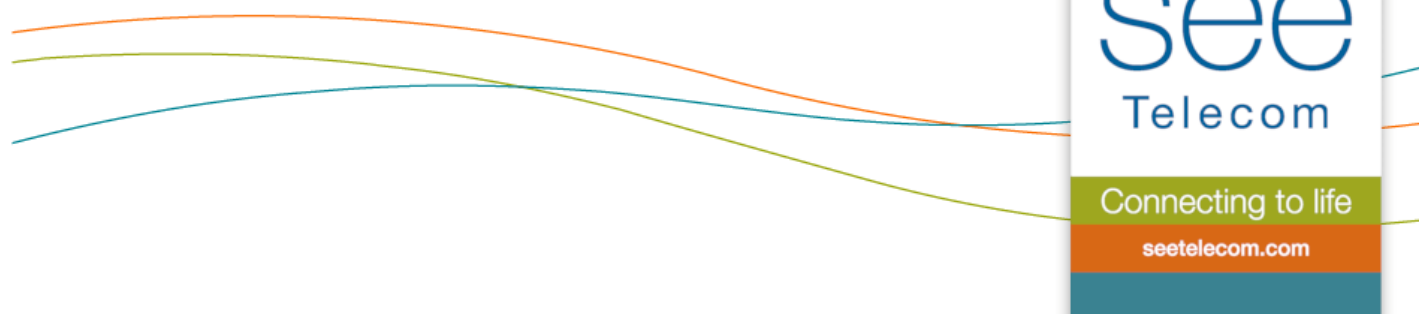**Tel : +32 2 389 00 20 – Fax : +32 2 389 00 30**
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SOFTWARE LICENSE AGREEMENT

IN FORCE FROM THE 1st OF JULY 2020

1 <u>DEFINITIONS</u>

- "Software": Any computer program, developed by the Supplier at the Customer's request, for which the Customer has obtained a License from the Supplier in accordance with the terms of this Agreement and which is described in Appendix 1 - Software Perimeter of this Agreement.

- "Intellectual Property Rights": Patents (including patent filings, reissues, divisions, continuations and extensions), utility models, copyrights, manufacturing secrets, trademarks, service marks and any other form of intellectual property protection provided by law, under the laws of any bilateral or multilateral international jurisdiction or treaties.

- "License": The right to use the Software granted by this Agreement in accordance with the terms of this Agreement.

- "Maintenance Agreement": The maintenance agreement concluded between the Customer and the Supplier concerning the Software.

- "Infrastructure": All the software (Operating System, Database software, etc.) and computer hardware (server, switch, etc.) of the Customer on which the Software is installed.

- "Incident": Any problems that arise when using the Software that prevent the proper use of the Software.

- "Exploitation": Operational use of the Software as part of the Customer's business activity, including all related tasks that are the Customer's responsibility, such as, without limitation, securing access or backing up data.

- "Software Version": A stable state of the Software delivered by the Supplier including the initial, major and corrective Software Versions.

- "Initial Software Version" The Software Version at the time of signing this Agreement.

- "Corrective Software Version": The Software Version containing only corrections of existing functionality issues of the Software.

- "Major Software Version": A Software Version containing functionality extensions which may or may not be used by the Customer.

- "Specific Development": A development carried out specifically for the Customer which is unique and cannot be reused for the Supplier outside the context of the Customer.

- "Qualification": Using and testing a Software Version to validate the correct functioning of the Software and thus "qualify" it for Operation.

- "Teleassistance": Any technical means (such as Remote Desktop, VPN,) to access the Customer's Operating or Qualification environment to allow the reproduction and identification of problems underlying an Incident in case it cannot be reproduced on the Supplier's infrastructure.

- "Documentation": Any ancillary software support, edited by the Supplier, and including all software documentation, reference manual, other possible manuals (user manuals, training manuals) configuration book, charts and technical sheets.

- "Anomaly" or "Bug": Any reproducible malfunction by the Supplier or non-compliance of the Software functionalities with the specifications described in the Documentation, which prevents normal operation of all or part of the Software or that causes an incorrect result or improper processing while the latest version of the Software is used in accordance with the Documentation and / or the Supplier's instructions.

- "Directive": Directive 95/46/EC of the European Parliament and the Council of 24 October 1995 on the protection of individuals regarding the processing of personal data and the free movement of such data.

- "Personal Data": Any personal data as defined in Article 2 a), the Directive and any applicable legislation.

- "Confidential Information": (i) Any document or information disclosed in tangible form between the Parties and clearly identified as "Confidential" or "Exclusive"; (ii) any other document or information disclosed between the Parties verbally, visually or in a machine-operated format, an electronic or non-tangible format and confirmed in writing as confidential or exclusive within ten (10) days of its disclosure; and (iii) any document or information that reasonably should be considered confidential.

- "Customer": The company or the person who signed the License Agreement.

- "Supplier": the company SEE Telecom

2 OBJECT OF THE AGREEMENT

2.1 After the payment of license fees under the Article 4 of this Agreement, the Supplier grants the Customer, for an indefinite period, the revocable, non-transferable and non-exclusive right to use the initial Software Versions of the Software described in Appendix 1 - Software Perimeter in in accordance with the terms of this Agreement.

2.2 If the Customer has entered into and complies with the Maintenance Agreement, the Supplier grants the Customer, if applicable, for an indefinite period, the revocable, non-assignable and non-exclusive right to use the Major and Corrective Versions of the Software described in Appendix 1 - Software Perimeter in accordance with the terms of this Agreement.

2.3 Under this Agreement, the Supplier is limited to providing the Customer with the executable files of each Version of the Software listed in Appendix 1 - Software Perimeter, on a defined delivery medium, as well as the Associated Documentation, if any, excluding any provision of installation services.

2.4 For each Software Version covered by the Agreement, the Customer declares to have read its functionalities and to have had the opportunity to examine them as well as their operation during repeated demonstrations and interviews, in particular with the Supplier's functional and technical teams. The Customer was thus able to observe the suitability of the Software to the needs of his company.

3 PERIMETER

3.1 The right of use granted by this Agreement is limited to the Customer, to the number of Licenses, to the number of environments and to the user profiles as defined in Article 4 - License Fee Amount and Appendix 2 - Licenses & Prices.

3.2 Without prejudice to the applicable intellectual property law and the legal protection of computer programs, the Customer is prohibited from translating, reproducing, decompiling, deconstructing, disassembling, modifying, arranging or adapting the Software. Customers are prohibited from decrypting the source code of the Software, selling, distributing, selling, sub-licensing, marketing the Software for a fee or free of charge, or conducting reverse engineering operations of the Software. The Customer is prohibited from merging the Software with other software or creating derivative works. The Customer does not merge the Software with other software or create derivative works. The Software can only be used by the Customer for the Customer's internal business purposes. In particular, the Customer will consult with the Supplier for any information regarding the interoperability of Software with any other software.

3.3 Without prejudice to the necessary backup copies, for security purposes, in the context of a legitimate use of The Software, the Customer is prohibited from permanently or provisionally reproducing a Software in whole or in any form. The Customer will take all necessary precautions to avoid the illegal disclosure of any backup copy. The Customer undertakes not to install any executables of all or part of the Software in subject of this Agreement on any computer memory other than those of computers used for its own use.

3.4   The Supplier is authorized to revoke the License at any time, without compensation and without prior notice, if the Customer does not comply with the terms of this Agreement, particularly those of Article 3 and Article 5 of this Agreement. In the event of the revocation of the License, the Customer immediately ceases all use of the Software, returns the Software to the Supplier and destroys all copies of the Software, if they exist with the agreement of the Supplier, under penalty of an irreducible and lump sum compensation that cannot be less than 200.000,00 € per infringement found, without prejudice to the Supplier's right to continue the full repair of its damage.

4   LICENSE FEE AMOUNT

4.1   The License Fee is calculated based on various parameters according to the rules included in Appendix 2 - Licenses & Prices of this Agreement. Acquired License fees can never be refunded.

4.2   The Supplier reserves the right to include in the Software a mechanism for monitoring the use by the Software Customer, for the sole purpose of verifying the compliance of the use with the License acquired by the Customer in accordance with the Agreement and Appendix 2 - Licenses & Prices. The Customer undertakes, if necessary, to transmit the reporting produced by this monitoring mechanism to the Supplier at least once a year.

4.3   The Customer authorizes the Supplier to conduct an audit at the customer's various sites in order to verify the Customer's compliance with the terms of this Agreement, including Appendix 2 - Licenses & Prices. Such an audit can only be carried out every twelve (12) months and with a prior notification of two (2) weeks.

4.4   Customers must ensure that they have a License that always complies with their use of the Software. If an adaptation of the License is necessary, the Customer will immediately send a request for adjustment to the Supplier. Any modification of the perimeter as described in Article 3 - Perimeter implies an adaptation of the License which must be recorded by signing an amendment to this Agreement, which will mention, in addition to the amount related to the adjustment of the License, the new amount of maintenance which will be reviewed in accordance with the provisions of the Maintenance Agreement. Regularization charges relating to the use of non-perimeter software may be charged by infringement, at the Supplier's discretion, between one hundred and fifty percent (150%) and three hundred percent (300%) of the basic fee appearing on the Supplier's price list.

4.5   The Customer acknowledges and accepts that in the event of a merger, acquisition or any other change of control by the Customer, at the Supplier's first request, the price and the number of Licenses provided in Appendix 2 - Licenses & Prices, must be reviewed by the Parties. In such a situation, the Parties undertake to negotiate new conditions considering this change of control. The new conditions will apply, where applicable, retroactively from the date of change of control.

5   INTELLECTUAL PROPERTY RIGHTS

5.1   Without prejudice to Article 3 of this Agreement, the Licenses granted by this Agreement only authorize the non-exclusive, internal and personal use by the Customer of the Software Versions included in Appendix 1 - Software Perimeter, within the perimeter defined in Article 3.

5.2   In addition to the perimeter defined by Appendix 1 - Software Perimeter, any development carried out as part of a delivery project to extend the functionality of the Software Versions covered by this Agreement or to build any application based on and using the development tools included in the Software Versions of Appendix 1 - Software Perimeter are considered part of the Software perimeter in relation to intellectual property.

5.3   All Intellectual Property Rights of the Supplier, communicated by the Supplier to the Customer under this Agreement, Maintenance Agreement, or any other business relationship, as well as any corrections, remain the exclusive property of the Supplier. Without prejudice to the contrary provisions of this Agreement, any reproduction or use of these provisions without the Supplier's prior written consent is expressly prohibited and may give rise to a claim for compensation from the Supplier, as well as to the application of any other sanction at the Supplier's choice.

5.4   The Supplier is considered to be the exclusive owner of all Intellectual Property Rights relating to the Software, Software Versions, Specific Developments and / or other deliverables of the Supplier.

5.5   Any infringement by the Customer of the Supplier's Intellectual Property Rights, such as transfer, copying, unauthorized duplication or counterfeiting, without this list being exhaustive, will result in the payment of an irreducible and fixed compensation which cannot be less than € 200,000.00 per infringement found , without prejudice to the Supplier's right to pursue the full repair of his damage. The breach must be noted either by an independent third party or contradictorily by the Customer and the Supplier.

5.6   The Customer undertakes to immediately notify the Supplier of any infringement or risk of infringement of the Supplier's intellectual property rights as a result of the actions of third parties.

6   RESPONSIBILITY

6.1   The Supplier can never be held responsible for damages deemed to be indirect, accidental, punitive, incidental or consequential such as, without this list being exhaustive, loss of data, corruption of data, loss of profits or income, loss of turnover, loss of machine time, financial or economic damage, increase in overheads, disruption of planning costs of business interruption, costs of withdrawal and / or reinstallation, restocking costs, damage to reputation or loss of customers, even if such damage was reasonably foreseeable.

6.2   Under no circumstances can the Supplier be held liable for any damage resulting from (i) a defect in the Customer's Infrastructure, (ii) any non-performance by the Customer of any of its obligations, (iii) any misuse of the Software by the Customer, (iv) any intervention on the Infrastructure that the Supplier would have to carry out following the Customer's request, or (v) any operations and / or changes on the Infrastructure used to operate the Software that have not been previously communicated to the Supplier and accepted by the Supplier. In addition, the Customer is solely responsible for preserving the integrity of his data.

6.3   In any event, the limitation period for the Customer's contractual liability action is 3 (three) months from the occurrence of the damage.

6.4   In any event, if the Supplier's liability was incurred under this Agreement, for any reason whatsoever, the right to repair is limited by License, for all reasons, to the License fee excluding taxes paid by the Customer to Supplier for the current year.

6.5   The exclusions and limitations of the Supplier's liability provided for in the preceding paragraphs also apply to the liability of its staff, collaborators, employees, consultants, representatives, substitutes, suppliers and of its delivery people.

6.6   The liability limitations agreed above do not apply (i) in cases of personal injury or death resulting from negligence or fault on the part of the Supplier or its agents, (ii) in cases of fraud, or (iii) where they are contrary to mandatory legal or public policy provisions.

6.7   The Customer undertakes to cover, defend and release the Supplier from all liability in the event of claims, demands, causes of action, legal actions, losses, liabilities, lawsuits, judgments, damages and expenses, including, but not limited to, legal fees and fees within a reasonable limit, arising from or in connection with (i) the infringement of a third party's intellectual property rights as a result of the modification of software by parties other than the Supplier or manufacturer, or the use of the Software in combination with other software or materials, (ii) the Customer's non-compliance with this Agreement.

7   GUARANTEES

7.1   Supplier guarantees that, to its best knowledge, the Licenses granted by the Agreement, as well as the associated Documentation or any service provided by the Supplier under this Agreement, do not infringe the intellectual property rights of third parties.

7.2   Licenses are granted to the Customer as they are ("As Is") and the Supplier does not grant any guarantees, express or implied, regarding the Software, particularly regarding its functionality and compatibility.

7.3   The guarantees stipulated in this article are the only guarantees offered by the Supplier. The Supplier does not offer any other guarantee, explicit or implied, regarding Software, including, but not limited to, in terms of quality, suitability for a particular use or absence of counterfeiting.

8 LITIGATION

8.1   Any dispute arising from this Agreement or in connection with this Agreement must be communicated and clarified to the other Party as soon as possible by recommended letter. Representatives of each of the Parties will meet as soon as possible to engage in a discussion on the issue in order to negotiate and with a real effort to resolve the dispute, without any formality being required.

8.2   In the absence of agreement within 15 days following the first meeting held between the Representatives, each of the Parties has the right to bring the dispute to the relevant court.

8.3   The Parties expressly agree that any dispute arising from the interpretation, execution or termination of this Agreement will be submitted to the Nivelles Courts, notwithstanding a warranty claim or multiple defendants.

8.4   This Agreement is subject to the Belgian law.

9 CONFIDENTIALITY

9.1   Each Party which receives Confidential Information undertakes to:

- use it only for the proper performance of the Agreement;

- not communicate it to third parties without the prior written consent of the other Party;

- authorize access to this Confidential Information only to members of staff who must absolutely read it;

- impose this confidentiality obligation on all persons having access to Confidential Information;

- copy Confidential Information only in cases of absolute necessity and for the proper performance of the Agreement;

- immediately inform the other Party in the event of a finding or presumption of disclosure of Confidential Information to unauthorized persons.

- to immediately return to the other Party, at the latter's request, all Confidential Information, including the copies that have been made.

9.2   This confidentiality obligation does not apply if the Party which received the Confidential Information can provide proof that the Confidential Information:

- were already known before their communication by the other Party or were developed independently by it;

- have been obtained legitimately from a third party not bound by an obligation of confidentiality;

- entered the public domain without violating this obligation.

9.3   The terms of this article will continue to bind the Parties for a period of three (3) years from the disclosure of Confidential Information.

9.4   If a Party is required by law or judgment to disclose Confidential Information, the receiving Party shall promptly inform the disclosing Party in a written form of this disclosure obligation to enable it to seek an order prohibiting or limiting said disclosure.

9.5   At the end of the Agreement, each Party will deliver all Confidential Information to the other Party or ensure its destruction, which must be notified in writing.

10 PRIVACY PROTECTION

10.1   The Personal Data that the Customer communicates to the Supplier is processed in accordance with the Directive and any applicable law.

10.2 In the event of processing of Personal Data within the framework of the Agreement, particularly in the case of processing of Personal Data of customers or potential customers of the Customer, the Customer always acts as data controller and the Supplier as subcontractor. The Supplier only processes Personal Data under the Agreement on the instructions and in accordance with the instructions of the Customer.

10.3 The Customer guarantees to comply always with the Directive as well as any applicable law in its capacity as data controller.

10.4 Personal Data will not be used for commercial purposes without the prior consent of the Customer. The Customer already accepts that the Customer's name may appear or be referenced on the Supplier's website, in order to enable the Supplier to promote its software and services.

10.5 The Supplier, in its function of subcontractor, takes all reasonable measures to ensure the security of Personal Data.

11 <u>FINAL PROVISIONS</u>

11.1 The Parties cannot be breached of their contractual obligations if these breaches are due to the occurrence of a case of force majeure. Force majeure means any event beyond the control of the Party or one of its suppliers, unforeseeable and unstoppable, of any nature whatsoever, natural disasters, bad weather, sabotage, embargoes, strikes, interruptions or delays in transport or means of communication or supply of raw materials, energy or components, tooling accidents which have the effect of rendering this Agreement temporarily or definitively unenforceable. It is specified that the list of cases of force majeure is not exhaustive. The Party invoking force majeure is required to report it without delay by a recommended letter to the other Party, indicating the reasons and circumstances which prevent the proper performance of the Agreement.

11.2 This Agreement constitutes the complete contract between the Parties on the subject matter and can only be amended on the written consent of both Parties. The Agreement expresses all the obligations of the Parties. No document external to it, except for appendices, may be included in it. If a part or more parts of this Agreement are declared invalid, illegal or null and void, invalidity, illegality or nullity will not affect the remaining parts of this Agreement and they will retain their full force and effect as if that party or those parties declared unlawful, invalid or void were not included. In this case, the Parties will endeavor to replace this canceled provision with a valid provision corresponding to the spirit and purpose of the Agreement. The fact that the Supplier does not avail itself of the application of any of the clauses in this Agreement does not mean that the Supplier waives it.

11.3 As long as this Agreement binds the Parties, and within twelve months of the end of it, the Parties agree not to engage, to have engaged, to charge a third party to engage or to have engaged, without mutual written agreement, any member of the staff of the other Party and to entrust him directly or indirectly with remunerated missions. In the event of a breach of the provisions of this section, the offending Party will be liable to the other, as soon as the offense committed, of an amount equivalent to one year of the gross salary of each of the persons concerned.

11.4 This Agreement is concluded "intuitu personae": it is not transferable, except with the written consent of the Supplier. This Agreement may under no circumstances be the subject of a total or partial transfer for payment or free of charge by the Customer, except application of the legal provisions relating to the reorganization or judicial liquidation of companies. This stipulation is an essential condition of the Agreement. The Supplier reserves the right to transfer the benefit of the Agreement to any natural or legal person who would take over all the obligations in question to the Customer. In addition, the Customer authorizes the Supplier to outsource all or part of the services entrusted to it by this Agreement.

11.5 Any communication between the Parties will be validly sent to the address of the head office of each company. Any modification of these addresses must, to be valid, be communicated without delay to the other Party. In the event of a letter notification, it will be recommended to be carried out and will take place on the date of the mailing, with the stamp of the post valid in this regard.

<u>APPENDIX 1 - SOFTWARE PERIMETER</u>

Covered Software Versions are listed in the purchase order(s).

APPENDIX 2 - LICENSES & PRICES

NUMBER OF LICENSES

The number of Licenses granted by this Agreement is determined in the purchase order(s).

PRICE

The amount of the License fee is set out in the purchase order(s) and / or the invoice.