

END USER LICENSE AGREEMENT THIS END USER LICENSE AGREEMENT ("EULA") IS A BINDING LEGAL AGREEMENT BETWEEN COGNIT BV ("COGNIT") AND YOU ("YOU") REGARDING THE SOFTWARE THAT YOU ARE ACCESSING, USING, DOWNLOADING, INSTALLING AND/OR COPYING, INCLUDING ANY ACCOMPANYING MANUAL, DOCUMENTATION OR OTHER RELATED MATERIAL PROVIDED BY COGNIT AS PART OF THE SOFTWARE, OR IN CONNECTION THEREWITH (COLLECTIVELY, THE "SOFTWARE"). BY USING AND DOWNLOADING THE SOFTWARE YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT AGREE, YOU SHALL NOT CONTINUE TO ACCESS, USE, DOWNLOAD, INSTALL AND/OR COPY THE SOFTWARE.

1. LICENSE GRANT AND RESTRICTIONS.

1.1 License Grant.

COGNIT hereby grants you a non-exclusive, non-transferable, worldwide subscription or license; that must be renewed yearly; to display and use the Software on a compatible electronic device.

1.2 Restrictions. You shall not: (i) decompile, disassemble or reverse engineer the Software or otherwise attempt to gain access to its source code, except to the extent that such restrictions are expressly prohibited by law; (ii) copy, offer for public display, translate, adapt, modify or otherwise alter the Software, or create derivative works thereof, except to the extent that such restrictions are expressly prohibited by law; (iii) rent, lease, loan, sublicense or distribute the Software, or offer it on a timeshare, service bureau, outsourced or other for charge (or free) basis; (iv) use the Software to infringe the copyrights or other intellectual property rights of others in any way; (v) remove, circumvent, disable, damage or otherwise interfere with security-related or limiting features of the Software; and/or (vi) modify or delete the copyright and other proprietary rights notices on or in the Software; (vii) incorporate, embed, combine merge or bundle the Software with any other hardware or software (except to the extent strictly necessary to use the Software in accordance with its intended purpose and these terms (viii) directly or indirectly permit any third party to any of the above.

1.3 Additional Restrictions for licenses sold for a proof of concept apply. If the Software was provided to you for trial use for a limited period of time or during a proof of concept, you agree not to use the Software beyond the expiration or termination of that period. You acknowledge and agree that the Software may include code designed to prevent you from exceeding these limits, and that such code may remain on your computer or device after deletion of the Software to prevent you from installing another copy of the Software and repeating the trial.

2. TERMINATION.

This EULA is effective until terminated. You may terminate this EULA at any time by discontinuing use of the Software, uninstalling the Software and permanently destroying all copies of the Software in your possession or control. COGNIT may terminate this EULA if you breach any of its terms or conditions and fail to do remedy the breach within 30 days of a written notice. Upon termination of this EULA, you agree to immediately uninstall the Software and permanently destroy all copies of the Software, to the extent practicable. Failing to do so will result in a fine of 1000 euro per day the terms or conditions are breached.

3. SOFTWARE OWNERSHIP. The Software is the copyrighted proprietary material of COGNIT and/or its third-party licensors and is subject to copyright protection under copyright law and international copyright treaties, as well as other intellectual property laws and treaties. COGNIT and/or its third-party licensors retain all right, title, and interest in the Software (and any copies thereof), including

patents, copyrights, trademark, trade secrets and other intellectual property rights applicable thereto, and specifically reserve all rights not expressly granted under this EULA. This EULA and the access, use, download, installation and/or copying of the Software by you constitutes a license only and is not a sale of the Software or any copy thereof. 2 (3)

4. CONFIDENTIALITY. You acknowledge that the Software contains proprietary and confidential information of COGNIT and/or COGNIT's licensors (collectively, "Confidential Information.") You shall not disclose, provide or otherwise make available to any third parties any such Confidential Information.

5. NO WARRANTIES BY COGNIT.

5.1 Disclaimer of Warranty. EXCEPT AS SPECIFICALLY PROVIDED HEREIN COGNIT MAKES NO WARRANTIES PERTAINING TO THE SOFTWARE, WHICH IS BEING PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, OR WARRANTIES THAT THE SOFTWARE WILL BE ERROR-FREE, SECURE OR VIRUS-FREE, ARE HEREBY EXPRESSLY DISCLAIMED.

THE SOLE WARRANTIES MADE BY COGNIT IN CONNECTION WITH THE SOFTWARE ARE THAT:

(A) IT WILL WORK SUBSTANTIALLY IN THE MANNER DESCRIBED IN THE SOFTWARE DOCUMENTATION FOR A PERIOD OF 30 DAYS FROM THE FIRST DAY THE SOFTWARE IS FIRST INSTALLED; AND (B) IT DOES NOT INFRINGE THE IP OF ANY PERSON.

YOUR SOLE REMEDY FOR ANY BREACH OF THE WARRANTIES IS THAT WE MUST, AT OUR OPTION, EITHER: (A) MODIFY THE SOFTWARE; OR (B) REPLACE THE SOFTWARE WITH SOFTWARE OF SUBSTANTIALLY SIMILAR FUNCTIONALITY, SO AS TO CORRECT ANY DEFECT OR TO RENDER ITS USE NON INFRINGING (AS THE CASE MAY BE) PROVIDED THAT THE IDENTIFIED DEFECT OR INFRINGEMENT HAS NOT BEEN CAUSED BY: (I) ANY MODIFICATION, VARIATION OR ADDITION TO THE SOFTWARE NOT PERFORMED BY US; (II) INCORRECT USE, ABUSE OR CORRUPTION OF THE SOFTWARE; OR (III) THE USE OF THE SOFTWARE WITH OTHER SOFTWARE OR ON EQUIPMENT WITH WHICH IT IS INCOMPATIBLE. YOU MUST PROVIDE SUFFICIENT INFORMATION ABOUT ANY DEFECT TO ENABLE US TO REPRODUCE IT ON OUR SYSTEMS.

5.2 Unless otherwise agreed COGNIT shall not provide, or otherwise be responsible for providing support, training, maintenance or any other modifications or changes to the Software when working with an Involv Partner.

5.3 Right to Receive updates. When working with an Involv Partner the preferred way of receiving upgrades, enhancements, error corrections or any other modifications is through the Involv Partner. When the Involv Partner is not in the possibility to provide the services needed COGNIT will provide the upgrades and support directly.

6. LIMITATION OF LIABILITY. IN NO EVENT SHALL COGNIT'S TOTAL AGGREGATE LIABILITY TO YOU FOR DIRECT DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS EULA AND/OR YOUR USE OF THE SOFTWARE EXCEED THE AMOUNT PAID BY YOU FOR THE SOFTWARE OR TWENTY EURO (€20.00), WHICHEVER IS GREATER. IN NO EVENT WILL COGNIT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER TYPE OF DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES RELATING TO LOST PROFITS, LOSS OF DATA, PRIVACY, NEGLIGENCE OR OTHER DUTY OF CARE), EVEN IF COGNIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 3 (3)

7. BASIS OF THE BARGAIN; EXCLUSIONS. The disclaimers of warranties and limitations of liability set forth above are fundamental elements of the basis of the agreement between you and COGNIT. You understand and agree that COGNIT would not be able to economically or reasonably provide the Software to you without these limitations. HOWEVER, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES AND/OR THE LIMITATION OF INDIRECT DAMAGES AS SET FORTH IN SECTIONS 5 AND 6 ABOVE, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

8. INDEMNIFICATION. You agree to indemnify, defend and hold harmless COGNIT, including its affiliates, if any, and their respective employees, officers, directors, agents, successors and assigns from any claims, losses, damages and liabilities, including attorneys' fees, arising out of your violation of this EULA and/or your use or misuse of the Software.

9. EXPORT CONTROL. The Software may be subject to export restrictions imposed by governments of any of the countries in which COGNIT or operate. You will comply with and any such import and export laws, as applicable.

10. GOVERNING LAW AND VENUE.

10.1 Governing Law. This EULA will be governed by and construed in accordance with the laws of Belgium. The Parties submit to and submit to the personal jurisdiction of Belgian courts.

10.2 English Language. The governing language of this EULA is English. The parties confirm their express wish that this Agreement and all related agreements, documents and notices be drawn up in the English language.

11. MISCELLANEOUS. This is the entire agreement between you and COGNIT relating to the subject matter herein and replaces any and all previous representations, agreements, understandings or communications, whether written or oral. This EULA may not be modified except in writing, signed by both parties. If an arbitrator or a court of competent jurisdiction declares any provision of this EULA to be void or unenforceable, then such provision will be interpreted, construed or reformed to the extent reasonably required to render it valid, enforceable and consistent with the original intent underlying such provision, and such invalidity or unenforceability will not affect any other provision of this EULA.

12. NOTICES; HOW TO CONTACT COGNIT. The Software is made available to you by Cognit BV.
ADDRESS: Gasthuisstraat 54, 1760 Roosdaal - BELGIUM PHONE: +32 2 669 05 80 EMAIL:
info@cognit.be