

## SOFTWARE LICENSE AGREEMENT

Golaem

## LICENSES AND SERVICES AGREEMENT

Golaem Software

**READ CAREFULLY:** GOLAEM LICENSES THE SOFTWARE AND OTHER LICENSED MATERIALS ONLY ON THE CONDITION THAT LICENSEE ACCEPTS ALL OF THE TERMS CONTAINED OR REFERENCED IN THIS AGREEMENT.

By selecting the "I accept" button or other button or mechanism designed to acknowledge agreement to the terms of an electronic copy of this Agreement, or by installing, downloading, accessing, or otherwise copying or using all or any portion of the Golaem Materials, (i) you accept this Agreement on behalf of the entity for which you are authorized to act (e.g., an employer) and acknowledge that such entity is legally bound by this Agreement (and you agree to act in a manner consistent with this Agreement) or, if there is no such entity for which you are authorized to act, you accept this Agreement on behalf of yourself as an individual and acknowledge that you are legally bound by this Agreement, and (ii) you represent and warrant that you have the right, power and authority to act on behalf of and bind such entity (if any) or yourself. You may not accept this Agreement on behalf of another entity unless you are an employee or other agent of such other entity with the right, power and authority to act on behalf of such other entity.

If Licensee is unwilling to accept this Agreement, or you do not have the right, power and authority to act on behalf of and bind such entity or yourself as an individual (if there is no such entity), (a) DO NOT SELECT THE "I ACCEPT" BUTTON OR OTHERWISE CLICK ON ANY BUTTON OR OTHER MECHANISM DESIGNED TO ACKNOWLEDGE AGREEMENT, AND DO NOT INSTALL, DOWNLOAD, ACCESS, OR OTHERWISE COPY OR USE ALL OR ANY PORTION OF THE GOLAEM MATERIALS; AND (b) WITHIN THIRTY (30) DAYS FROM THE DATE OF ACQUIRING THE GOLAEM MATERIALS, LICENSEE MAY RETURN THE GOLAEM MATERIALS (INCLUDING ANY COPIES) TO THE ENTITY FROM WHICH THEY WERE ACQUIRED FOR A REFUND OF THE APPLICABLE LICENSE FEES PAID BY THE LICENSEE.

### **This agreement is made by and between:**

**GOLAEM**, a corporation organized and existing under the laws of France, having its principal office at 975 Avenue des Champs Blancs, 35576 Cesson-Sévigné Cedex, France, represented by its Chief Executive Officer Mr. Stéphane Donikian

Hereinafter referred to as "GOLAEM",

**and**

**LICENSEE**, (a) the company or other legal entity on behalf of which Golaem Materials are acquired, if the Golaem Materials are acquired on behalf of such an entity (e.g., by an employee, independent contractor, or other authorized representative), or (b) if there is no such entity, the individual who accepts this Agreement (e.g., by selecting the "I accept" button or other button or mechanism associated with this Agreement or otherwise indicating assent to this Agreement, or by installing, downloading, accessing, or otherwise copying or using all or any portion of the Golaem Materials). For clarification, "Licensee" refers only to a single, specifically identified legal entity or individual, and does not include any subsidiary or

affiliate of any such legal entity or individual or any other related person.  
Hereinafter referred to as "LICENSEE",

Hereinafter collectively referred to as the "Parties"

**WHEREAS**, GOLAEEM is the owner of rights with respect to the Software, as defined in this Agreement, and Documentation related to the Software, and

**WHEREAS**, LICENSEE desires to obtain a license of Golaem hereto and its related generally available Documentation

**NOW, THEREFORE, THE PARTIES AGREE TO THE FOLLOWING:**

### **SECTION 1. Definitions**

« Software »: means Golaem software, in object code.

« Documentation »: means user's manual, reference manuals, installation guides and any other documentation relating to the Software

« Error » or « Bug »: means every functioning default of the Software impeding all or part of the functionalities described in the Documentation solely attributable to the Software and repeatable.

« Golaem License File »: means the license file provided by GOLAEEM to the LICENSEE to run the Software.

### **SECTION 2. Scope**

Under this contract, GOLAEEM grants LICENSEE and LICENSEE accepts a personal, nonexclusive and non-transferable right to use the Software for the purposes listed in Exhibit A, within the scope of the License Type, according to the terms and conditions specified below.

### **SECTION 3. Right of use**

Under this contract GOLAEEM grants to LICENSEE the right to use the Software in the following conditions.

Solely:

- within the scope of the License Type, described in Exhibit A.
- in the following territory : LICENSEE's country.
- for use with or without software owned by LICENSEE

The right to use the Software includes the right to use the Documentation.

LICENSEE will not duplicate, alter, modify or adapt the Software, not sublicense, sell, lease, rent or otherwise disclose it to any third party.

LICENSEE shall not, nor permit others, to decompile, reverse engineer or disassemble the Software. By exception, LICENSEE may decompile the Software only to the extent permitted by Law when it is indispensable to obtain the information necessary to achieve the interoperability with another program.

LICENSEE will not correct or make a third party correct any error contained in the Software without GOLAEM's prior and written consent.

#### **SECTION 4. *Intellectual Property***

The copyright and all other intellectual property rights of the Software are and remain the property of GOLAEM.

LICENSEE shall not acquire any title, copyright or other proprietary rights in the Software or any copy than specified in this contract.

LICENSEE undertakes to keep the copyright notice on the object code of the Software and in the Documentation.

#### **SECTION 5. *Warranty***

The Software is licensed to LICENSEE on an "as is" basis.

LICENSEE will acknowledge that GOLAEM do not represent or warrant that the Software will perform in every operating environment, will have uninterrupted or error free operation or that any error will be corrected or correctable.

#### **SECTION 6. *Liability***

Under no circumstance will GOLAEM be liable for any consequential, indirect or incidental damages or loss of profits, whether foreseeable or unforeseeable, based on claims of LICENSEE (including, but not limited to, claims for loss of data, goodwill, use of money, interruption in use or availability of data).

#### **SECTION 7. *Maintenance***

GOLAEM will not provide any maintenance or assistance for the use of the Software except to LICENSEE under upgrade and support contract.

#### **SECTION 8. *Force Majeure***

Neither Party will incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this contract if such delay or failure is caused by an event of force majeure, by events, occurrences or causes beyond the control and without negligence of the Parties. Such events, occurrences or causes will include, without limitation: acts of Gods, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, pandemic, acts of any government authority, water damage or interruption in telecommunication network or electricity network.

#### **SECTION 9. *Duration***

This contract comes into force at the date of its acceptance by the LICENSEE and shall continue in full force for the duration specified in the Golaem License File.

## **SECTION 10. Termination**

In case of failure in the contract by LICENSEE, this contract may be terminated automatically by GOLAEEM if LICENSEE has not remedied such breach within fifteen (15) days from the notification of the breach by GOLAEEM.

In this case, LICENSEE shall immediately cease to use the Software, and delete all the elements of the Software and its Documentation. LICENSEE will send to GOLAEEM an attestation that it has done this deletion.

## **SECTION 11. Non disclosure**

LICENSEE agrees to respect and make its employees respect the strictest confidentiality about all the information of any kind that LICENSEE could learn about the Software and during the execution of this agreement (together called "Confidential Information").

LICENSEE agrees to:

- use Confidential Information for the sole purpose of the execution of this agreement in the conditions specified in section 2 and 3 of this agreement;
- maintain the confidentiality of the Confidential Information, and in particular, not to disclose to any third party the Confidential Information without prior written authorization of GOLAEEM,
- not to use or allow to be used all or part of the Confidential Information for the benefit of a third party without prior written authorization of GOLAEEM
- adhere to at least the same standard of care in protecting the Confidential Information as that employed to preserve and safeguard its own confidential information;
- make all arrangements necessary with employees and agents under the authority of the Parties so that the obligations of this commitment are respected;
- not make or allow public or private reports, written or oral, mentioning all or part of the said Confidential Information without prior written authorization of GOLAEEM
- not make any copy of Confidential Information without prior written authorization of GOLAEEM
- not submit requests in its name or a third party for any intellectual property rights on the Confidential Information;

In the month following the end of this agreement LICENSEE agrees to:

- delete all Confidential Information
- certify in writing to GOLAEEM that no Confidential Information has been retained and that Confidential Information has been deleted.

## **SECTION 12. Assignment**

No right under this contract shall be assigned by either Party without the prior written approval of the other Parties.

## **SECTION 13. Miscellaneous provisions / General**

### *Modifications*

This contract may not be modified except by an amendment signed by a duly authorized representative of both Parties.

### *Severability*

If any provision of this contract is identified to be invalid, unlawful or unenforceable, it shall be declared

void or invalid, but such decision will not affect the validity or enforceability of the remaining provisions, continuing in full force and effect.

**SECTION 14. *Governing law***

This contract will be governed and construed in accordance with the Laws of France.

**SECTION 15. *Litigation / disputes***

In the event of a dispute ensuing from the interpretation or the performance of this contract, the Parties undertake to initially seek a friendly solution.

If such solution cannot be reached, the dispute will be for the exclusive competence of French Courts.

## **Exhibit A**

### **License Types**

#### **SECTION 1. Network license**

If the License Identification identifies the License Type for the Licensed Materials as a "Network License," LICENSEE may Install copies of the specific release of the Licensed Materials designated in the applicable License Identification on a Computer and permit Access to such Licensed Materials on multiple Computers, on a Networked Basis, solely by LICENSEE's Personnel, solely for LICENSEE's Internal Business Needs, only so long as the maximum number of concurrent Authorized Users does not exceed the Permitted Number of Authorized Users or other limits imposed by the Golaem License Manager (if any). A Network License is only valid for the duration specified in the Golaem License File.

#### **SECTION 2. Personal Learning Edition License**

If the LICENSEE is using the Personal Learning Edition (PLE) license generated by the Golaem software (or provided by GOLAEM), LICENSEE may Install a copy of the specific release of the Licensed Materials designated in the applicable License Identification on one (1) Computer, on a Stand-alone Basis, and permit Access to such copy of the Licensed Materials, solely by LICENSEE's Personnel, solely for Learning and Evaluation Purposes, only so long as the maximum number of concurrent Authorized Users does not exceed one (1). LICENSEE will inform GOLAEM (by any written media) of any use of the Software for demonstration. Production work is strictly prohibited when using a Personal Learning Edition License.