

Maintenance and Support Agreement

Version 1.0

Effective June 1, 2015

THIS DOCUMENT IS A LEGAL AGREEMENT (“Agreement”) BETWEEN DATA SOLUTIONS DE SPIRLET SPRL AND YOU OR THE ORGANIZATION ON WHOSE BEHALF YOU ARE ENTERING INTO THIS AGREEMENT (“Customer”) IN RELATION TO DATA SOLUTIONS DE SPIRLET MAINTENANCE AND SUPPORT SERVICES. BY UNDERTAKING TO RECEIVE AND/OR PAYING FOR THE SERVICES DESCRIBED BELOW (“Services”), YOU ACCEPT THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT, DO NOT PROCEED WITH RECEIVING THE SERVICES. THIS AGREEMENT DESCRIBES YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO THE SERVICES.

Commencing on the purchase or renewal of a maintenance and support term (“Effective Date”), DATA SOLUTIONS DE SPIRLET will supply the Services to Customer with respect to the Software described in Section 1 below, for which DATA SOLUTIONS DE SPIRLET has granted a license to Customer pursuant to a software license agreement (the “License Agreement”) by and between DATA SOLUTIONS DE SPIRLET and Customer and for whom the applicable maintenance and support fee has been paid.

1. Included Support Services The Services listed below apply only to the DATA SOLUTIONS DE SPIRLET product(s) for which they are purchased (“Software”) and do not apply to any other application, library or product developed or sold by DATA SOLUTIONS DE SPIRLET or DATA SOLUTIONS DE SPIRLET’s resellers. The support, if any, for any other such product will be governed by a separate agreement. All features listed below are available only for the Support Term (as hereinafter defined), and the Services will become unavailable immediately upon termination of this Agreement. Software generally offered by DATA SOLUTIONS DE SPIRLET in un-

obfuscated source code format is sometimes hereinafter referred to as Source Software. Subject to the payment of applicable fee, the term “Software” may refer to and/or include DATA SOLUTIONS DE SPIRLET Space software and services (collectively “DATA SOLUTIONS DE SPIRLET Space”).

The Services include the following basic features:

- Access to the current documentation for the Software (the “Documentation”), including tutorials and examples.
- Access to the most current source code for Source Software.
- Public support forums or blogs if available.
- Limited incident support as detailed in Section 2a.
- Maximum incident response time of 48 hours.
- Eligible to receive emergency hot-fix builds as may be provided.

2. Metered Support Services

Support Services for DATA SOLUTIONS DE SPIRLET Space are not metered.

a. Support Requests

Support requests submitted to the DATA SOLUTIONS DE SPIRLET Support email (support@dsds-it.net) must be in English or French. Foreign language support is addressed in Section 3c below.

b. Telephone Support

No phone support is provided.

3. Terms of Support

a. Hours of Availability

Published information are generally available 24 hours per day, 7 days a week, 365 days a year barring unforeseen interruptions in Internet service or planned exceptions by DATA SOLUTIONS DE SPIRLET. Notwithstanding anything to the contrary in this Agreement, DATA SOLUTIONS DE SPIRLET does not guarantee such availability. All metered Services are also generally available 24 x 7 x 365, although the response to each request for metered support may not happen immediately, and will be governed by the response time terms outlined in section 3b. Any planned exceptions to the availability of Services will be communicated on the DATA SOLUTIONS DE SPIRLET website as far in advance as possible. Hours of availability above are for English or French based support and foreign language support is addressed in Section 3c below.

b. Response Time

The response time listed in each support plan is the elapsed time between the receipt of a support request via the DATA SOLUTIONS DE SPIRLET Support email (support@dlds-it.net) and the time when DATA SOLUTIONS DE SPIRLET begins the support service, including a verbal or written confirmation to the Customer thereof. The actual time required to fully resolve the support request, if such full resolution occurs, may be longer than the maximum response time listed. Response times above are for English or French based support and foreign language support is addressed in Section 3c below.

c. DATA SOLUTIONS DE SPIRLET's Responsibilities

DATA SOLUTIONS DE SPIRLET will use commercially reasonable efforts to assist Customer to resolve problems in its use of the Software as described in Section 1. DATA SOLUTIONS DE SPIRLET makes no guarantee that it can, or will, solve any problems with respect to the Software presented by Customer, and further disclaims any warranties above and beyond any limited warranties that may have been expressly made by DATA SOLUTIONS DE SPIRLET in the License Agreement.

Services are provided in English or French by DATA SOLUTIONS DE SPIRLET. Provided, however, that DATA SOLUTIONS DE SPIRLET's distributors, partners and/or resellers ("Resellers") may provide support in Resellers' local language(s). In such case Resellers may offer Customers such Resellers' own terms of support (including, but not limited to hours of availability, response times, method of access and delivery) in Resellers sole discretion, and such Reseller's own terms of support will control Resellers' local language support, and Section 3a and 3b shall not be applied to such Reseller's local language support.

DATA SOLUTIONS DE SPIRLET will offer Services for the then-current version of the Software (Version N) only. Customer who subscribed for support will automatically receive any update of the purchased product.

d. Customer's Responsibilities

Customer is responsible for all hardware, operating systems, network setup, network maintenance and setup and use of any file access control systems required in the support of the Software. Customer may be required to provide DATA SOLUTIONS DE SPIRLET with reproducible test case(s). In other cases, Customer may be required to grant DATA SOLUTIONS DE SPIRLET certain limited access rights to Customer's proprietary computer systems in order that DATA SOLUTIONS DE SPIRLET may render Services. In some cases, Customer may be required to grant Resellers certain limited access rights to Customer's proprietary computer systems in order that Resellers may provide Resellers' local language support pursuant to Section 3c.

Customer is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software. If DATA SOLUTIONS DE SPIRLET determines, in DATA SOLUTIONS DE SPIRLET's sole discretion, in responding to a Customer request for Support, that the solution is provided in available media (including, but not limited to, the source code documentation, tutorials and examples, websites or support forums if available), DATA SOLUTIONS DE SPIRLET may direct Customer's personnel to the appropriate media for the solution to the problem. Even if the support request were resolved in so doing, any minimum support charges outlined in section 2 would still apply.

All Services are offered only to Services subscribed individuals, who are not permitted to use the Services on behalf of other developers. Customer is not permitted to use generic or shared email accounts to access the Services.

4. Subscription Services

During the Support Term, and provided Customer shall have continuously subscribed to the Services from the date of purchase of the Software or reinstated the Services pursuant to Section 7 hereof, DATA SOLUTIONS DE SPIRLET will provide Customer access to and extend Customer's License Agreement to Major Releases, Minor Releases, Maintenance Releases, if any, as well as corresponding Documentation, for each Services subscribed developer that has licensed the Software under a License Agreement. Issues are often resolved by these updates. The subscription services referred to this section do not apply to DATA SOLUTIONS DE SPIRLET Space, as DATA SOLUTIONS DE SPIRLET Space generally includes all regular updates and upgrades for subscribing customers without reference to versioning.

"License Agreement" shall mean the commercial license agreement in effect between DATA SOLUTIONS DE SPIRLET and Customer for the Software as generally published on DATA SOLUTIONS DE SPIRLET's website and as may be amended by Customer and DATA SOLUTIONS DE SPIRLET.

"Major Release" means a generally available release of the Software that contains functional enhancements or extensions, designated by DATA SOLUTIONS DE SPIRLET by means of a change in the digit to the left of the first decimal point (e.g. Software 3.0 >> Software 4.0). "Minor Release" means a generally available release of the Software that introduces a limited amount of new features and functionality, designated by DATA SOLUTIONS DE SPIRLET by means of a change in the digit to the right of the decimal point (e.g. Software 3.0>>Software 3.1). "Maintenance Release" means a generally available release of the Software that typically provides maintenance corrections or fixes only, designated by DATA SOLUTIONS DE SPIRLET by means of a change in the digit to the right of the second decimal point (e.g. Software 5.0 >> Software 5.0.1).

5. Term and Termination

DATA SOLUTIONS DE SPIRLET's provision of the Services to Customer will commence on the Effective Date and will continue for an initial term of one (1) year (the "Initial Term"). If Customer has elected a Services plan with auto-renewals, Services will automatically renew for successive one (1) year terms (each a "Renewal Term") unless either party gives written notice of its intent not to renew at least thirty (30) days prior to the end of the current Support Term (as hereinafter defined). If Customer has elected a Services plan without auto-renewals, the Services will automatically terminate at the end of the Initial Term, unless Customer chooses to renew Services, subject to DATA SOLUTIONS DE SPIRLET's written agreement (each such renewal also referred to as a "Renewal Term"). A decision to terminate Services or otherwise not renew Services will not terminate the applicable Software licenses. ("Support Term" shall mean the Initial Term as extended by each Renewal Term.)

DATA SOLUTIONS DE SPIRLET may update Services terms with thirty (30) days advance notice to Customer of any changes deemed by DATA SOLUTIONS DE SPIRLET to have potential adverse and/or material impacts to the Customer. Upon any renewal, DATA SOLUTIONS DE SPIRLET's then current terms and conditions for the Services will apply.

6. Fees

a. Services Fee Schedule

Unless otherwise agreed in writing, fees that are applicable for the Services ("Services Fees") are payable on the Effective Date or, in the case of a renewal term, no later than the date of commencement of the applicable Renewal Term. Services Fees are non-refundable upon payment. Services Fees, including renewals, are at the then-current list price. DATA SOLUTIONS DE SPIRLET may increase applicable Services Fees for renewals.

If Customer elects not to renew the Services, Customer may later re-enroll or enroll, as the case may be, for the Services. If Customer purchases Services after acquiring the Software licenses, or had elected not to renew Services and later wishes to re-enroll in the Services, Customer must pay: (i) the applicable Services Fees for the current

Services Period, and (ii) the amount of Services Fees that would have been paid for the period of time that Customer had not enrolled in the Services.

b. Taxes

All Services Fees are exclusive of any taxes, duties, or similar charges imposed by any government. Customer shall pay or reimburse DATA SOLUTIONS DE SPIRLET for all federal, state, dominion, provincial, or local sales, use, personal property, excise, value added, withholding or other taxes, fees, or duties relating to the transactions contemplated by this Agreement (other than taxes on the net income of DATA SOLUTIONS DE SPIRLET).

c. Invoicing and Late Payments

All invoices issued hereunder are due and payable within thirty (30) days of the date of the invoice. If payment of any Fee is overdue, DATA SOLUTIONS DE SPIRLET may also suspend performance until such delinquency is corrected. Notwithstanding the foregoing, Services ordered through Resellers is subject to the fees and payment terms set forth on the applicable Resellers' invoice.

d. Non-Payment and Breach

DATA SOLUTIONS DE SPIRLET may suspend performance of Services if Customer fails to meet its obligations as set forth under this Agreement. DATA SOLUTIONS DE SPIRLET may terminate Services if such failure continues for thirty (30) days after DATA SOLUTIONS DE SPIRLET's written request to meet these obligations. DATA SOLUTIONS DE SPIRLET may terminate the Agreement and all Services at any time if (i) it is discovered that Customer is in breach of its Software license restrictions, pursuant to Customer's License Agreement, or (ii) Customer is in breach of this Agreement or any other agreement with DATA SOLUTIONS DE SPIRLET.

7. Service Limitations; Limitation of Liability

Neither DATA SOLUTIONS DE SPIRLET nor DATA SOLUTIONS DE SPIRLET's resellers shall be responsible for providing Services to the extent that the issue is caused by (a) Customer's misuse, improper use, mis-configuration, alteration, or damage to the Software; (b) Customer's use of the Software with any hardware or software not supplied or supported by DATA SOLUTIONS DE SPIRLET; (c) Customer's

failure to install an update to the Software if such update would have resolved the issue; or (d) uses in a manner not in accordance with the Agreement. DATA SOLUTIONS DE SPIRLET shall have no responsibility for loss of or damage to Customer's data, regardless of the cause of any such loss or damage. Services for DATA SOLUTIONS DE SPIRLET Space refer to issues with the use or functioning of the DATA SOLUTIONS DE SPIRLET Space product, and do not refer to matters relating to application development.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DATA SOLUTIONS DE SPIRLET AND ITS RESELLERS DISCLAIM ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SOFTWARE. AND SERVICES. DATA SOLUTIONS DE SPIRLET AND RESELLERS DO NOT GUARANTEE THAT THE OPERATION OF THE SOFTWARE OR ANY OTHER CODE WILL BE UNINTERRUPTED OR ERROR-FREE, AND CUSTOMER ACKNOWLEDGE THAT IT IS NOT TECHNICALLY PRACTICABLE FOR US TO DO SO.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DATA SOLUTIONS DE SPIRLET OR ITS RESELLERS BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR ANY OTHER PECUNIARY LAW) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR THE SERVICES OR ANY OTHER SUBJECT MATTER RELATING TO THIS AGREEMENT, EVEN IF DATA SOLUTIONS DE SPIRLET OR RESELLERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, DATA SOLUTIONS DE SPIRLET'S AND RESLLERS' ENTIRE LIABILITY WITH RESPECT TO ANY SUBJECT MATER RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID FOR THE SERVICES.

8. Miscellaneous



DATA SOLUTIONS DE SPIRLET
Rue de Petit-Hallet, 1
B-4280 Hannut

Customer and DATA SOLUTIONS DE SPIRLET are independent parties, and nothing in this Agreement shall be construed as making them partners or as creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither party shall make any contracts, warranties or representations or assume or create any other obligations, express or implied, in the other party's name or on its behalf. DATA SOLUTIONS DE SPIRLET's resellers act as independent parties, and any agreements between Customer and a DATA SOLUTIONS DE SPIRLET reseller or other obligations agreed to be resellers shall be the responsibility of that reseller and not DATA SOLUTIONS DE SPIRLET.

All notices given under this Agreement shall be effective upon receipt and shall be in writing and, if to Customer, sent to the email or physical address provided by Customer to DATA SOLUTIONS DE SPIRLET, and if to DATA SOLUTIONS DE SPIRLET, by certified mail at DATA SOLUTIONS DE SPIRLET's headquarters as listed on DATA SOLUTIONS DE SPIRLET's website. You may not assign or transfer this Agreement without Our prior written consent. Any attempted assignment or delegation in violation of this Section shall be null and void. This Agreement may be assigned by Us in whole or part and will inure to the benefit of Our successors and assigns.

This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. No oral or written information given by Us, Our resellers, or otherwise on Our behalf shall create a warranty or collateral contract, or in any way increase the scope of this Agreement in any way, and You may not rely on any such oral or written information. Any waivers or amendments shall be effective only if made in writing. Further, any different or additional terms of any related purchase order, confirmation, or similar form shall have no force or effect.

If any provision in this Agreement shall be determined to be invalid, such provision shall be deemed omitted; the remainder of this Agreement shall continue in full force and effect. If any remedy provided is determined to have failed for its essential purpose, all limitations of liability and exclusions of damages set forth in this Agreement shall remain in effect. No action, regardless of form, arising out of this Agreement may be brought by either party more than one year after the cause of action has been or reasonably should



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have been discovered, or, in the case of an action for nonpayment, more than two years after the date the last payment was due.

This Agreement shall be governed by the substantive laws (notwithstanding conflicts of laws provisions) of Belgium and all parties irrevocably submit to the jurisdiction of the courts of Liège, Belgium and further agree to commence any litigation which may arise hereunder in the state or federal courts located in Liège, Belgium.