

## **SOFTWARE LICENSE AGREEMENT**

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The License is granted for an indefinite period of time starting as of the date of acceptance of this agreement, or the date mentioned on the invoice of the licence fee, should this last date be different from the date of acceptance of this agreement, hereafter referred to as the "Starting Date".

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Licensee is obliged to immediately report any damage to Emweb. For insurance reasons, every claim must, under penalty of cancellation, be reported to Emweb in writing, at the latest within five calendar days after occurrence of the incident on which the claim is based.

### **Article 6: Termination**

6.1. The License may immediately be terminated, in addition to any other remedy, for breach of any term of this agreement, by written notice of termination to the breaching party.

6.2. Each of the parties may immediately terminate the License, in whole or in part, by written notice of termination, and without judicial intervention, if with regard to the other party a

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6.3. The party terminating this agreement under the provisions of this article shall never be liable for any damages by reason of such termination. Any amounts invoiced by Emweb for the License before termination of this agreement, shall remain due and payable for the full amount.

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6.5. Articles 2 and 5 of this agreement will continue to apply, even after termination of the Licence, and will survive the termination of the agreement.

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Payment of license fees owed by Licensee to Emweb pursuant to this agreement shall be paid within thirty (30) days following the date of invoice by Emweb. In the event that Licensee fails to pay the licensing fees within this period, interests for late payment shall be due by Licensee and will be calculated at a rate of 1% per month on the outstanding amounts, without any notice of default being required. Additionally, in the event that Licensee is delinquent in paying undisputed or unrightly disputed invoices by more than 60 days from the date of the invoice, Emweb shall be entitled to charge Licensee, without any notice of default, an indemnity of 15% of the invoice amount.

Each party warrants that it is authorized to enter into this agreement and that there are no other agreements which may conflict with this agreement.

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Any notice required or permitted to be given hereunder shall be sent by registered mail to the other party at its address shown above or such other address subsequently notified to the other party for this purpose.

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This agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. Any amendment of this agreement shall only be binding upon the parties when duly executed in writing by both parties.

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