

## **SOFTWARE LICENSE AGREEMENT**

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Further referred to as "Emweb"

"Licensee" refers to the individual or entity that wishes to use the programs from Emweb bv. "Library" refers to the most recent version at the Starting Date of this agreement of the Wt C++ software library the Licensee wishes to use and library documentation. "License" refers to Licensee's right to use the Library under the terms of this agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, you and we agree as follows:

### **Article 1: License**

1.1. Emweb grants Licensee a perpetual, non-exclusive, non-transferable limited license for use of the Library by a group (one or more) of named developers, further referred to as "Developers", for the purpose of creation and maintenance of software products. The Developers are listed on the invoice. The identities of the Developers may only be changed upon notification of Licensee to Emweb.

1.2. In addition, Emweb warrants Licensee a perpetual, non-exclusive, limited License to redistribute the Library to third parties in compiled form, for the sole purpose of allowing these third parties to run the software that was developed by Licensee and linked to the Library, under the terms of this License. This compiled form of the Library shall be referred to as "Redistributables".

1.3. In consideration for the grant of the license and the use of the Library, Licensee agrees to pay Emweb the sum of 850.00 Euro (Eight hundred fifty Euro) per developer, excluding VAT.

### **Article 2: Restrictions**

Licensee shall not modify, copy, duplicate, reproduce, license or sublicense the Library, or transfer or convey the Library or any right in the Library to anyone else without our prior written consent; with the sole exception of providing someone else a License as meant under 1.2;

Licensee may not remove or alter any copyright, trademark or other proprietary rights notice contained in any portion of the Library;

Redistributables, if any, shall be licensed to Licensee's customer "as is";

Applications must be developed using a licensed, registered copy of the Library;

Applications must add primary and substantial functionality to the Library. Applications may not pass on functionality which in any way makes it possible for others to create software with the Library without limiting the scope of such software to a restricted application/business domain. Applications may not compete with the Library;

The Library contains source code of third parties (“Third Party Software”). This code will be clearly marked as such in the source code (including the original license terms of the third-party software). Licensee agrees to these licenses.

### **Article 3: Term**

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”.

### **Article 4: Library Maintenance**

For a period of one year starting as of Starting Date, Emweb shall provide to Licensee Updates, meaning any new, corrected or enhanced version of the Library as created by Emweb (hereinafter referred to as “Library Maintenance”), which may be used under the terms of this agreement. Such enhancement shall include all modifications to the Library which increase the speed, efficiency or ease of use of the Library, or add additional capabilities or functionality to the Library. Licensee can not use Updates released after this period of one year under the terms of this License Agreement unless extensions to the Library Maintenance are purchased.

Licensee may purchase extensions to the Library Maintenance after the above said period of one year, at Emweb’s terms and conditions applicable at the time of extension

### **Article 5: Warranty and Limitation of liability**

Emweb licenses the Library to Licensee on an "as is" basis, without warranty of any kind. Emweb hereby expressly disclaims all warranties or conditions, either express or implied, including, but not limited to, the implied warranties or conditions of merchantability, non-infringement and fitness for a particular purpose. Licensee is solely responsible for determining the appropriateness of using the Library and assumes all risks associated with the use of it, including but not limited to the risks of program errors, damage to or loss of data, programs or equipment, and unavailability or interruption of operations.

Emweb shall not be responsible for, and shall not pay any amount of damages, whether direct, incidental, consequential or other indirect damages, whether based on lost revenue or otherwise, regardless of whether Emweb was advised of the possibility of such losses in advance. Emweb will not be liable for the loss of, or damage to, Licensee’s records or data, or any damages claimed by Licensee based on a third party claim. Licensee shall indemnify Emweb against any and all claims of third parties with respect to liability as a consequence of the software supplied by Licensee to a third party and which incorporates Redistributables.

In no event shall Emweb's liability hereunder exceed the amount of license fees paid by Licensee, regardless of whether Licensee's claim is based on contract, tort, strict liability, product liability or otherwise.

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 bankruptcy or other insolvency law petition is filed by or against it or if its undertaking is closed down.

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.

6.4. Unless the License has been terminated by Emweb for a reason as provided for in the articles 6.1. and 6.2., the Licensee remains, after termination, entitled to use the Library as it is in use at termination.

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.

#### **Article 7: Miscellaneous provisions**

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.

Licensee may not assign this agreement without prior written consent of Emweb. Any attempted assignment or delegation without the required consent shall be void.

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.

Any term or provision of this agreement which is held invalid, illegal, or unenforceable for any reason, shall be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable the remaining terms and provisions of this agreement. Parties shall in that event commence in good faith negotiations to remedy such invalidity.

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.

Emweb may include Licensee's company name and logo in a publicly available list of Emweb customers.

This agreement shall be governed by the laws of Belgium and only the courts of Leuven shall be a competent jurisdiction.