



A subsidiary of Martello Technologies

Global End User License Agreement (EULA)

Savision B.V.
2019

Contents

1. Definitions	3
2. Entry into force of this EULA	4
3. License Grant	4
4. License Fee and Audit	5
5. Intellectual Property Rights and Confidential Information	6
6. Personal Data	6
7. Force Majeure	6
8. Warranty	7
9. Limitation of Liability	7
10. Term, License/Support Renewal and Termination	7
11. Miscellaneous	8

SAVISION B.V., a limited liability company under Dutch law, whose registered office and place of business are at Keizersgracht 313 1+, Amsterdam, (1016 EE) Netherlands, and all related or wholly owned subsidiaries, hereinafter referred to as 'SAVISION', either directly or through its Reseller grants the party ('CUSTOMER') using the Licensed Products the license set forth in this EULA, subject to the rights and obligations as specified herein.

1. Definitions

In this EULA, the following terms, whether used in the singular or the plural, shall have the following meaning:

'Annual Subscription'	a License form with annual renewal.
'Attachment':	an attachment, exhibit or schedule to this EULA.
'Customer':	the end-user of the Licensed Products.
'Data'	(a) the information CUSTOMER provides to SAVISION, in the course of ordering, purchasing and using the Software, including name, billing address (including postal code), email address, phone number, payment card or account number, payment card or account verification code, payment card commencement date and expiration date, the account password CUSTOMER selects for its account with SAVISION, and (other) billing Data as defined in SAVISION's Privacy Policy; (b) information SAVISION collects in the course of processing and fulfilling CUSTOMER orders, including Internet service provider, CUSTOMER Internet Protocol (IP) address; and (c) information about CUSTOMER's installation and use of the Software.
'EULA':	this End-User License Agreement, the Order Form and/or invoice and any and all Attachments.
'Intellectual Property Rights':	SAVISION's intellectual property rights in the Licensed Products, including but not limited to patents, copyrights, trade name rights, trademark rights, database rights, know-how and in whatever form.
'License Fee(s)':	the fee(s) due for use of the Licensed Products as specified in the Order Form, the invoice or the Attachment.
'Licensed Products':	Software and Documentation as set forth in the Purchase Order or an Attachment to this EULA.
'Multi-Year Subscription':	a License form for a fixed period as set forth on the Order Form.
'Order Form':	the purchase order, order form, or invoice, which details the Licensed Products, the Support, and the License Fee(s).

'Perpetual License'

a license form for an unlimited period accompanied by Support and Maintenance.

'Reseller':

the third party through whom CUSTOMER has obtained the Licensed Products, which includes channel partners or service providers of SAVISION.

'Software':

those software programs developed or owned by SAVISION, and as specified in the Order Form.

'Support and Maintenance':

the support and maintenance services provided by SAVISION pursuant to a Software services agreement or other appropriate support agreement, and which may include the provision of upgrades, updates, new versions and help desk support.

2. Entry into force of this EULA

2.1 This EULA between CUSTOMER and SAVISION shall automatically enter into force upon the earlier occurrence of one of the following events: (i) CUSTOMER installs or uses the Licensed Products, whether or not having a signed Order Form, or paid a License Fee; (ii) SAVISION enters into an agreement with an authorized representative of CUSTOMER, for instance by returning a signed Order Form, pursuant to which CUSTOMER obtains (the right to use) the Licensed Products, or (iii) CUSTOMER enters into an agreement with RESELLER pursuant to which CUSTOMER obtains (the right to use) the Licensed Products. The terms of the EULA govern any Order Form, Invoice and/or communication between the Parties.

3. License Grant

3.1 The Software is licensed, not sold. Pursuant to the terms and conditions of this EULA, and the scope of license set forth in the Order Form, the Invoice or as otherwise agreed between the Parties, SAVISION grants CUSTOMER a non-transferable, non-exclusive, non-assignable right to use, display, copy, load and run the Software, either (i) on any compatible computer platform at CUSTOMER's location and use the Documentation for its internal business purposes, or (ii) as Parties may agree otherwise, for instance pursuant to a software as a service license model. CUSTOMER shall not lend, lease or rent out the Software. SAVISION's software is restricted to a named management group, named instance, or named machine provided by customer at time of purchase. All other such licensing restrictions will be specified within the License Key email provided upon delivery of software, or within the Order Form accompanying this EULA at the time of purchase. CUSTOMER shall use the Software only in full compliance with the agreed scope of the license terms.

3.2 Unless the Parties agree otherwise in an Attachment, an Order Form and/or an invoice, the CUSTOMER obtains first a temporary license for a maximum of sixty (60) days. Upon completion of payment a license will be issued according to the scope set forth in the Order Form or the Invoice.

3.3 For perpetual licenses, the license grant pursuant to this EULA will continue for an indefinite period of time, and CUSTOMER has the right to terminate Maintenance and Support upon 2 months' written notice. CUSTOMER understands and acknowledges that termination of Maintenance and Support may result in degradation of the Software functions and use.

3.4 CUSTOMER is entitled to make one (1) back-up copy of the Software. CUSTOMER is not entitled to make more copies of the Software than specified in this EULA, unless specifically allowed by applicable law.

3.5 CUSTOMER shall not decompile, modify, work-around technical limitations, use components of the Software not running on the Software or alter the Licensed Products in any manner, unless and to the extent explicitly permitted under the Dutch Copyright Act.

3.6 If a license to use the Licensed Products was issued to CUSTOMER for an evaluation period, then such evaluation period commences on the date of delivery of the Software to CUSTOMER and automatically expires no more than sixty (60) days later at no charge to the CUSTOMER, or, if CUSTOMER advises SAVISION it no longer wishes to evaluate the Licensed Products, upon SAVISION receiving such notice. CUSTOMER expressly acknowledges that the Licensed Products will be rendered inoperative upon expiry of the evaluation period and will be responsible to purge these from its systems. Should CUSTOMER continue use of the Licensed Products after the evaluation period, then it shall be due the License Fee, the terms of this EULA shall govern such use and SAVISION shall provide CUSTOMER a permanent key to enable CUSTOMER using the Licensed Products.

3.7 In order to ensure that the Software functions properly, from time to time SAVISION publishes updates to the Licensed Products on its web pages. These updates improve the workings of the Software, ensure the Licensed Products comply with minor third party updates or remove any bugs known to SAVISION at the time of issuing of the update. CUSTOMER is entitled to receive such updates if it has entered into a Support and Maintenance agreement with SAVISION.

3.8 SAVISION does not represent that it will continue to manufacture or support any version of its Licensed Products indefinitely or for a specific period of time. SAVISION reserves the right to modify any of the specifications or characteristics of the Licensed Products, to remove any Licensed Products from the market, and/or to cease manufacturing or supporting it, and shall provide CUSTOMER reasonable advance written notice should it have the intention to do so.

3.9 The Software is not specifically designed for high-risk applications including situations where the failure of such software would threaten lives or cause extensive material damages. Such applications include operating parts of nuclear power plants, weapon systems, equipment designed for sustaining people's basic bodily functions, etc.

3.10 SAVISION may, from time to time, give CUSTOMER written notice of amendments to this EULA. Any such amendment will automatically become a part of this EULA thirty (30) days from the date of such notice, unless otherwise specified in the notice.

3.11 The Geographic maps feature is sub-licensed by SAVISION from Microsoft BING. If CUSTOMER makes use of geographic maps feature in any SAVISION product, then they will be limited to a maximum of 10 Users. By signing this EULA, the CUSTOMER agrees that they will limit use of the Geographic maps feature to not more than 10 persons. Should a CUSTOMER require more than 10 users, then it is their responsibility to license more users from Microsoft themselves. It is not SAVISION's responsibility to police the number of users, and CUSTOMER agrees to indemnify SAVISION in the case there is a breach of BING licensing.

4. License Fee and Audit

4.1 CUSTOMER will pay SAVISION or RESELLER – as the case may be – the applicable License Fee for the Licensed Products within thirty (30) days of receipt of an invoice.

4.2 CUSTOMER will pay SAVISION or RESELLER – as the case may be – the applicable Support and Maintenance Fee annually within thirty (30) days of receipt of the invoice.

4.3 Should CUSTOMER not pay the applicable License Fee and/or Support and Maintenance Fee in time, then SAVISION shall be entitled to charge CUSTOMER the commercial legal interest on the outstanding amounts, without any prior notice being due.

4.4 Upon request, CUSTOMER shall immediately lend its full cooperation to any



investigations to be conducted by or on behalf of SAVISION in relation to SAVISIONS' compliance with the agreed restrictions on use. At the first request of SAVISION, CUSTOMER shall grant SAVISION access to its buildings and systems. SAVISION shall maintain the confidentiality of all company information to be regarded as confidential that SAVISION obtains from or on the premises of CUSTOMER within the context of this type of investigation, in so far this information does not relate to the use of the Software itself.

5. Intellectual Property Rights and Confidential Information

5.1 CUSTOMER acknowledges that any and all of the Intellectual Property Rights used or embodied in or in connection with the Licensed Products shall be and remain the exclusive property of SAVISION.

5.2 The Licensed Products constitute confidential information and trade secrets of SAVISION and / or its licensors. CUSTOMER shall not disclose the Licensed Products to any third party other than employees of CUSTOMER involved with evaluation thereof and shall use the same degree of care to avoid disclosure as the CUSTOMER employs with respect to its own confidential information.

5.3 CUSTOMER shall not remove or alter any SAVISION designations, logos, trade names or trade-marks on the Licensed Products.

5.4 The Parties to this EULA agree to keep confidential all confidential information disclosed to it by the other Party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that neither Party shall have any such obligation with respect to use of disclosure to others not parties to this EULA of such confidential information as can be established to: (i) have been known publicly; (ii) have been known generally in the industry before communication by the disclosing Party to the recipient; (iii) have become known publicly, without fault on the part of the recipient, subsequent to disclosure by the disclosing Party; (iv) have been known otherwise by the recipient before communication by the disclosing Party; or (v) have been received by the recipient without any obligation of confidentiality from a source (other than the disclosing Party) lawfully having possession of such information.

6. Personal Data

6.1. In accordance with the General Data Protection Regulation (GDPR), CUSTOMER authorizes SAVISION to process CUSTOMER's Data, for the purposes described in the Privacy Policy. CUSTOMER acknowledges that use of Data includes processing and fulfilling your orders and providing information to CUSTOMER about the Software and offering solutions. SAVISION may share CUSTOMER Data with its partners and Resellers.

7. Force Majeure

7.1 Neither Party to this EULA shall be liable in case of force majeure. The Parties to this EULA agree that force majeure of SAVISION shall include (but shall not be limited to): inability of SAVISION to supply the Licensed Products, material breakdown of its equipment, labor disputes of whatever nature or cause, and any other circumstances reasonably beyond the control of SAVISION.



8. Warranty

8.1 SAVISION warrants that it has the full and complete legal rights and authority to grant CUSTOMER the license to use the Licensed Products. CUSTOMER warrants that it is represented by an authorized officer and that it is entitled to enter into this EULA.

8.2 For a period of thirty (30) days from the date of delivery of the Software to CUSTOMER, SAVISION warrants that it shall operate substantially and perform in accordance with the functional specifications and the Documentation.

8.3 In the event the Licensed Products do not perform in accordance with the warranty as provided in this EULA, SAVISION shall undertake all reasonable endeavors to correct the error or malfunction or to replace such copy of the Licensed Products free of charge.

8.4 Except as otherwise provided in this Article, SAVISION accepts no other responsibilities or warranties and expressly excludes the same whether implied, statutory or otherwise, especially as to quality or fitness of the Licensed Products for any particular purpose.

8.5 In addition to this Limited Warranty, if a customer is under valid Support & Maintenance, then SAVISION shall use all reasonable efforts to ensure that the product functions accordingly.

9. Limitation of Liability

9.1 If either Party does not or not properly fulfill its obligations under this EULA and after a written notice demanding performance in which a reasonable term for performance is set, still fails to fulfill its obligations, it shall be in default and shall be liable vis-à-vis the other party for any damage or loss sustained by that other party as a result thereof, with due observance of the provisions of this Article. SAVISION's liability shall be restricted to the amount CUSTOMER has paid and/or owes SAVISION under this EULA. If periodic amounts (such as Support and Maintenance Fees) are due, the size of the maximum amount in the sense of this Article shall be restricted to the amount paid and/or owed to SAVISION by CUSTOMER in respect of the last four quarters preceding the occurrence causing the loss or damage

9.2 SAVISION's liability for any other loss or damage, on whatever account, shall be excluded, unless that damage or loss is caused by willful intent and/or gross negligence on SAVISION's part.

9.3 SAVISION shall indemnify CUSTOMER against all reasonable and demonstrable costs arising from claims, actions, and from demonstrable damages, paid penalties and other losses incurred or suffered by CUSTOMER in connection with any claim or allegation that the CUSTOMER's use or possession of the Licensed Products infringes any third party intellectual property rights, provided that CUSTOMER promptly notifies SAVISION in writing of any such allegation or claim. At SAVISION's request, CUSTOMER shall fully cooperate at its own expense with SAVISION in defending or settling such claim or allegation. The indemnification provided under this Clause means that the CUSTOMER shall be reimbursed the License Fee for the time of its license where it can no longer use the Licensed Products and for the demonstrable damages incurred. SAVISION shall use its best efforts to provide CUSTOMER with a replacement product free of charge.

10. Term, License/Support Renewal and Termination

10.1 This EULA takes effect on the date of signature by the last Party mentioned in this EULA, notwithstanding the date hereof and shall remain in force either for an indefinite period of time and/or the terms of the license specified in the Order Form Order Form or the applicable

Attachment for the Licensed Products. In such case Article 3.2 shall apply to such term.

10.2 Unless CUSTOMER terminates a Subscription License or Maintenance & Support contract not later than one (1) month prior to its annual expiration date, then the License or Maintenance & Support contract and the EULA shall be renewed automatically for a period of one (1) year.

10.3 Notwithstanding any provisions contained herein, this EULA may be terminated with immediate effect by either Party upon written notification by the party not in default if any of the following events take place:

(i) if the other Party is, at any time, in default under this EULA and, if such default is capable of cure, fails to remedy such default within thirty (30) days upon the receipt of a written notification from the other Party specifying such default;

(ii) if either Party is for any reason (other than a reason directly attributable to the other Party) prevented from performing its obligations hereunder for a period of 3 (three) months or for a total period of six (6) months in any period of twelve (12) consecutive months;

(iii) if CUSTOMER becomes insolvent, admits in writing its inability to pay its debts as the mature, makes an assignment for the benefit of its creditors, files or has filed against it by a third party any petition under any bankruptcy act, or an application for a receiver of CUSTOMER is made by anyone and such petition or application is not resolved in favor of CUSTOMER within 60 (sixty) days;

(iv) if CUSTOMER does not pay the License Fees or pays later than sixty (60) days after the date the License Fees are due and payable, and without prejudice to any other rights SAVISION may have under his EULA or the law.

10.4 If any of these events occur, termination shall become effective forthwith or on the date set forth in the written notice of termination.

10.5 The expiry or termination of this EULA shall be without prejudice to the rights of the parties accrued up to the date of such expiry or termination.

10.6 Upon expiry or termination of this EULA as a result of CUSTOMER not renewing the license or not paying the applicable license fee, CUSTOMER shall return or destroy (as SAVISION shall instruct) no later than fourteen (14) days thereafter any documentation, technical information and any other data in respect of the Licensed Products supplied to CUSTOMER during the term of this EULA and all and any copies made in whole or in part of the same, and at SAVISION's request, CUSTOMER shall furnish SAVISION with a statement certifying that the same has been done.

11. Miscellaneous

11.1 In the event that any terms, conditions or provision contained in this EULA or any part thereof are found to be invalid, unlawful or unenforceable to any extent, (e.g. as the result of an EU Regulation or Directive), the parties shall endeavor to agree such amendments which shall in so far as possible effect the intentions expressed therein. In default of such agreement, such invalid term, condition or provision shall be severed from the remaining terms, conditions and provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.

11.2 Neither this EULA nor any rights granted by virtue of it shall be assigned by CUSTOMER to third parties without SAVISION's prior written consent, which consent shall not be unreasonably withheld.

11.3 In the event of a conflict between the terms of this EULA and the terms and conditions

of the Order Form, then the terms of the Order Form shall prevail.

11.4 Failure or neglect by SAVISION to enforce any of the provisions hereof at any time shall not be construed or deemed to be a waiver of SAVISION's rights hereunder nor in any way affect the validity of the whole or any part of this EULA nor prejudice SAVISION's rights to take subsequent action.

11.5 Neither Party shall (i) disclose the existence or terms of this EULA to any third party or make any press release or other public communication (other than to an Affiliate or except where required by applicable law or regulation) or (ii) use the names or marks of the other Party, without the prior written consent of the non-disclosing Party, such consent to be in the non-disclosing Party's sole and absolute discretion.

11.6 Notices under this EULA must be sent by electronic mail to the appropriate party at its address stated in this EULA (or a new address as the other party has been notified) with a copy thereof by registered mail.

11.7 SAVISION's Reseller is a third party beneficiary to the rights reserved for SAVISION under this EULA, and by executing this EULA, SAVISION shall be deemed to have accepted such on behalf of its Reseller.

11.8 Nothing contained in this EULA shall be construed as creating any agency, partnership, or other form of joint enterprise between the Parties. The relationship between the Parties shall at all times be that of independent contractors. Neither Party shall have authority to contract for or bind the other in any manner whatsoever.

11.9 This EULA shall be construed under and governed by the laws of The Netherlands.

11.10 SAVISION and CUSTOMER will attempt to settle any claim arising out of or in connection with this EULA through joint negotiation in good faith and in the spirit of mutual cooperation first. Any dispute which cannot be resolved through such negotiation shall be submitted to the competent court in Amsterdam, the Netherlands. The foregoing shall be without prejudice to SAVISION's right to obtain an injunction against CUSTOMER in urgent matters, including but not limited to non-payment of License Fees or infringement of Intellectual Property Rights.

11.11 This EULA (including its Attachments) constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous communications, agreements and understandings, written or oral, with respect to the subject matter hereof including without limitation the terms of any order form or Order Form issued in connection with this EULA.

11.12 This EULA may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same EULA. Both a facsimile copy and an electronically transmitted copy of this EULA shall be considered equivalent to the original for purposes of validity and enforcement of this EULA.