

MatchID Software License & Services Terms

Please read these MatchID Software License & Services Terms carefully. By downloading, installing, accessing, or in any way using all or any portion of the Software or receiving the Services, you agree to these terms. If you are accepting these terms on behalf of a company or other legal entity or on behalf of another person, you represent and warrant that you have full authority to bind that person, company, or legal entity to these terms. You agree that these terms are enforceable like any written negotiated agreement signed by you. If you do not agree to these terms, do not download, install, access, or in any way use the Software or receive the Services.

1. DEFINITIONS

- 1.1 "**Additional Support Services**" shall mean other support services provided by MatchID that are outside the scope of Software Support Services.
- 1.2 "**Agreement**" shall mean the agreement between MatchID and the Customer as identified on the Cover Document, consisting of the present Software License & Services Terms, the Cover Document and any Annexes as approved and agreed by the parties.
- 1.3 "**Annex**" means an annex, schedule and/or exhibit to this Agreement.
- 1.4 "**Camera Equipment**" shall mean the relevant hardware configuration, including associated peripheral equipment and terminals to be used in conjunction with the Software and as may be more particularly described in the Cover Document.
- 1.5 "**Charges**" shall mean the License Fees, fees for Services, all costs and expenses for Equipment and Third Party Software and any other charges for services or goods provided by MatchID to Customer under the terms of this Agreement.
- 1.6 "**Computer Equipment**" means any computer equipment to be used in conjunction with the Software.
- 1.7 "**Cover Document**" shall mean all the terms, conditions and provisions set forth in the "Cover Document" section of the Agreement.
- 1.8 "**Customer**" means the customer as identified in section 1 (*Customer details*) on the Cover Document.
- 1.9 "**Customer Portal**" means the secure website of MatchID via which the Customer can access the Documentation, download the Software, Updates and Upgrades, submit Errors and/or access other information relating to the Software and/or Services;
- 1.10 "**Customisations**" shall mean the revisions or changes to the Software developed by MatchID to customize or modify the Software in accordance with the Functional Specifications.
- 1.11 "**Documentation**" shall mean the External Specification, all MatchID official technical manuals generally made available to MatchID's customers, including user guides, help screens, and release notes, and, if applicable, the Functional Specification. Documentation shall not include any marketing materials in any media or any demonstration materials or tapes.
- 1.12 "**Effective Date**" shall mean the date, indicated on the Cover Document, on which the Agreement has been signed by both parties and in case the Agreement has been signed on different dates, the latest of those dates;
- 1.13 "**Equipment**" means all Computer Equipment and Camera Equipment.
- 1.14 "**Error**" shall mean any material verifiable and reproducible failure of the Software to conform in all material respects to features and functions as described in the Documentation (specifically excluding any nonconformity resulting from Misuse).
- 1.15 "**Error Correction**" shall mean a software modification or change that, when made or added to the Software corrects an Error or establishes material conformity of the Software with the Documentation.
- 1.16 "**External Specification**" shall mean the standard base software application specifications provided by MatchID.
- 1.17 "**Functional Specification**" shall mean a functional specification report prepared by MatchID and Customer and based on the results of a discovery process that defines Customer's business requirements and identifies any necessary Customisations to the Software.
- 1.18 "**Initial Term**" shall mean a period of twelve (12) months commencing upon the Effective Date.
- 1.19 "**License Fee**" has the meaning set out in the Cover Document.
- 1.20 "**Means of Access**" shall have the meaning attributed to it in section 7.5 of these Software License & Services Terms.
- 1.21 "**Misuse**" shall mean any use of the Software otherwise than in accordance with the Documentation or any other written instructions provided by MatchID, modification or change of the Software without MatchID's written consent, use of non-current releases of the Software, or combining or merging the Software with any hardware or software not supplied by MatchID or not authorized in writing by MatchID to be so combined or merged by Customer.
- 1.22 "**Professional Services**" shall mean those services so specified in section 3 (*Charges for professional services*) of the Cover Document.
- 1.23 "**Project Plan**" shall mean an outline acceptable to Customer and MatchID containing details regarding installation, development of Customisations, and performance of Services.
- 1.24 "**Scheduled Date**" means the date on which MatchID and/or its designees attempt to or have scheduled to deliver Equipment to the Customer Site.

- 1.25 "**Services**" shall mean all services performed pursuant to this Agreement, including, Software Support Services, Additional Support Services and other Professional Services.
- 1.26 "**Site**" shall mean the physical locations specified in the Cover Document.
- 1.27 "**Software**" shall mean the object code form of the software applications listed in the Cover Document that are generally made available to MatchID's customers. Software shall also include, as applicable (depending on Customer's subscription), Updates, Upgrades, and Customisations of such listed software applications.
- 1.28 "**Software License & Services Terms**" means the present MatchID Software License & Services Terms.
- 1.29 "**Software Support Services**" shall mean those services so specified in the Cover Document with respect to the Software and shall not include new products sold separately by MatchID.
- 1.30 "**Standard Rates**" shall mean the applicable MatchID rates as indicated in the Cover Document as may be updated from time to time or, in the absence of such rates on the Cover Document, MatchID's rates as set out in MatchID's standard price list.
- 1.31 "**Support Period**" shall mean the twelve (12) month period commencing upon the expiry of the Initial Term and each consecutive twelve (12) month period during which Software Support Services are purchased and paid by Customer.
- 1.32 "**System**" shall mean the combination of Equipment, Third Party Software and Software.
- 1.33 "**Third Party Software**" shall mean software that is not developed or written by MatchID (whether embedded in the Software or otherwise) and which may be obtained by Customer from either MatchID or another party.
- 1.34 "**Updates**" shall mean revised versions of the Software which contain Error Correction, Workarounds or minor enhancements or improvements, but which do not contain significant new features or functionalities, and which may (or may not) be provided by MatchID in its full discretion and on a reasonable efforts basis and which are accessible via the Customer Portal.
- 1.35 "**Upgrades**" shall mean new versions of the Software which obtain significant new features or functionalities made generally available to MatchID customers who purchase Software Support Services.
- 1.36 "**Workaround**" means a suggested set of actions or recommendations intended, when properly implemented, to restore the functionality of the Software or to provide equivalent or similar, but not inferior, functionality.
- 2.1 Subject to the provisions of these Software License & Services Terms, MatchID hereby grants for the term as indicated on the Cover Document (subject to the provisions of clause 14 ("Term and Termination") below), a non-transferable and nonexclusive license to Customer to use the Software and Documentation on the Sites as indicated on the Cover Document. This license does not include the right to sublicense or transfer the Software or Documentation to another party by whatever means. No rights are granted to Customer in respect of the source code of the Software. If no license term is indicated on the Cover Document, the license term shall be the Initial Term.
- 2.2 Software is offered in its standard form, unless Functional Specifications have been agreed between MatchID and the Customers and have been set out in writing in the Agreement.
- 2.3 All right, title and interest in and to the Software and Documentation shall remain in MatchID and its licensors at all times.
- 2.4 The number of Sites and location of the Site(s) set forth on the Cover Document may not be modified by Customer without the prior written consent of MatchID, provided Customer makes timely payment of additional license fees required thereby.
- 2.5 Customer can access the Software only when using a dongle, the number of which made available to Customer is indicated in the Cover Document. Customer is fully responsible for maintaining the dongle(s) in good order and protecting them against loss, theft or any other form of unavailability. In case the Customer does not comply with its obligations under this Agreement, MatchID may deactivate the dongle(s). Without limiting the generality of the foregoing, the Customer cannot alter or in any way modify the Software and/or the dongle so that the Software can be used without the dongle and the Customer will immediately notify MatchID in case it establishes that the Software can partly or wholly be used without a dongle, whatever the reason may be.
- 2.6 MatchID will make the Documentation available to the Customer via the Customer Portal only. Customer shall have the right to make a reasonable number of copies of the Documentation to be used internally for purposes consistent with this Agreement. All copies must contain proprietary markings or legends appearing on or contained within the Documentation.
- 2.7 Customer expressly acknowledges that operation of the Software requires that Customer has or obtains, at Customer's sole cost and expense, appropriate Equipment and certain database management systems, operating systems, environments and other Third Party Software. Except as otherwise set forth in the Cover Document, this Agreement does not grant any license in or to any Third Party Software and Customer is responsible for procuring all necessary licenses and Equipment.

2. LICENSE

3. USE OF THE SOFTWARE

- 3.1 The Software shall only be used by Customer in accordance with the license grant as indicated in the Cover Document. The Software may only be used for the internal business needs of Customer and only by Customer's authorized employees whom have a need to access and use the Software. For the avoidance of doubt and except as expressly permitted by MatchID, Customer may not permit access to the Software to any third party, including consultants and agents of the Customer and Competitors of MatchID. Competitor shall mean any third party that makes commercially available software application products similar to those offered by MatchID or provides related services in connection with such software applications.
- 3.2 Except as expressly stated in the Agreement, Customer shall not make or allow others to make copies or reproductions of the Software or Documentation in any form. Distribution or disclosure of the Software or Documentation, including derivative works, modifications or adaptations is expressly prohibited.
- 3.3 Customer may not alter, modify or adapt the Software or Documentation, including, but not limited to translating, reverse engineering, decompiling, disassembling, or creating derivative works, and may not take any other steps intended to produce a source language statement of the Software or any part thereof without MatchID's prior express written consent, which can be withheld for any reason. If mandatory applicable law requires or permits access to such source code for some purpose such as interoperability with other software, and Customer desires access for that required purpose, Customer shall notify MatchID in writing, detailing the basis for such access. On receipt of Customer's notice, MatchID shall have the option, in its discretion, to: a) perform the work to derive any required information; or b) allow Customer access to the relevant section of the source code of the Software solely for the legally required purpose. Customer may not remove or circumvent any technical means or device which has been applied to the Software to protect MatchID's rights therein.
- 3.4 Customer shall not register any trade mark, trade name, corporate name, logo, domain name, copyright or design of MatchID, or anything confusingly similar thereto, anywhere in the world. Further, Customer shall not remove or allow to be removed any patent, trade mark, copyright, or other proprietary marking or notice placed by MatchID or its suppliers on the Software and/or the Documentation.
- 3.5 During the term of this Agreement, upon reasonable advance notice to Customer, MatchID shall have the right to conduct an annual audit to confirm Customer's compliance with this Agreement. Customer agrees to fully cooperate with any such audit. To the extent that an audit reveals unauthorized use of the Software or Third Party Software, Customer shall, and without prejudice to MatchID's rights and remedies under this Agreement and otherwise, be responsible for

procuring from MatchID additional licenses to remedy such unauthorised use.

4. EQUIPMENT AND THIRD PARTY SOFTWARE

- 4.1 MatchID makes available a list of Equipment and Third Party Software compatible with the Software on its website, as may be amended from time to time. It is Customer's sole responsibility to consult the website and verify whether the Equipment and/or Third Party Software it intends to use, is compatible with the Software.
- 4.2 Unless otherwise specified, the Customer is responsible for Third Party Software and Equipment to be used in conjunction with the Software for Customer's intended purposes. If expressly agreed, MatchID can procure, at Customer's full expense (including without limitation purchase costs, duties, freight, shipping, insurance, taxes or other costs), the Equipment and, where relevant, Third Party Software specified in the Cover Document. All Third Party Software and Equipment procured by MatchID for Customer shall be subject to the applicable third party vendors' product terms and conditions, including warranty and product liability provisions. Customer agrees that it is responsible for complying with any license and other terms applicable to such Third Party Software and/or Equipment. Pricing for such Third Party Software and Equipment is subject to vendor pricing adjustments as of the date of such order by Customer.
- 4.3 Property and title in the Equipment provided by MatchID shall not pass to Customer until MatchID has received in full all sums due for the Equipment. Until such time Customer will: (a) keep the Equipment in good condition and complete and marked as the property of MatchID; (b) permit MatchID to enter Customer's site for the purpose of inspecting or maintaining the Equipment or for repossessing the Equipment; (c) not permit the Equipment to become the subject of any charge or lien, whether by operation of law or otherwise, or purport to sell (or otherwise seek to dispose of or to transfer) the Equipment. Risk of loss and damage to the Equipment shall pass from MatchID to Customer upon delivery of the Equipment to the Customer Site or on the Scheduled Date if the Customer fails to take delivery on such Scheduled Date or MatchID and/or its designees have been unable to deliver because, for instance, Customer has not provided appropriate instructions, documents or authorisations. Customer shall properly insure the Equipment to its full replacement value between the time risk of loss and damage passes and the time title passes.
- 4.4 Unless and to the extent otherwise specifically agreed between the parties in writing, delivery terms shall be Ex-Works (Incoterms 2000) MatchID's and/or its designees' premises, so that all transportation charges, including costs of insurance against loss or damage in transit are payable by the Customer. Customer is responsible for shipping of the Equipment through

such commercial carrier and under such shipment terms as Customer may decide. If relevant, Customer shall reimburse MatchID for freight and insurance charges incurred in connection with shipment of the Equipment.

- 4.5 In the event MatchID provides any Services in relation to the Equipment, such Services shall be billed at the Standard Rates, plus expenses as provided in this Agreement.

5. SERVICES

- 5.1 MatchID shall undertake its commercially reasonable efforts to provide the Services indicated in the Cover Document.

- 5.2 If considered relevant by MatchID, Customer and MatchID will mutually develop and approve a Project Plan in connection with the Services to be provided pursuant to this Agreement. Such Project Plan may be amended from time to time upon mutual agreement of the parties. MatchID shall undertake its commercially reasonable efforts to perform its Services in accordance with the Project Plan. Any Professional Services requested by Customer which are not reflected in the Project Plan and which MatchID has accepted to be delivered, shall be delivered by MatchID with commercially reasonable endeavours and shall be separately billed at MatchID's then prevailing Standard Rates.

- 5.3 Each party shall assign a project manager who shall have the principal responsibility for overseeing and managing the performance by such party under this Agreement and who shall be the primary point of contact for and person authorized to issue to and receive communications from the other party in relation to any issue arising under this Agreement. The parties may substitute other persons in this position upon prior notice to the other party. Each party's project manager shall dedicate such time as needed to perform that party's obligations.

6. WARRANTIES

- 6.1 MatchID warrants that the Software will perform substantially in accordance with the Documentation and will undertake reasonable efforts to provide Software Support Services in accordance with the terms and conditions as set out in this Agreement. MatchID will use reasonable endeavours to provide Updates so long as Customer purchasing Software Support Services provides notice of Errors to MatchID. Customer's exclusive remedy for damage or loss arising from breach of this warranty shall be, at MatchID's option, (a) the replacement of the Software at no cost to Customer; (b) a Workaround and/or Update to address the Error in a manner that provides Customer with reasonably equivalent functionality as provided in the Documentation, at no cost to Customer; or (c) a refund of the License Fee plus a pro rata portion of any unused Software Support Services fee paid by Customer. MatchID shall have no liability or responsibility for problems in the Software caused by Misuse, the alteration or modification of the

Software by Customer, or for problems arising out of the malfunction of Equipment or any Third Party Software.

- 6.2 MatchID warrants to deliver the Services using commercially reasonable efforts and industry standards. For purposes of this provision, industry standards shall mean the prevailing standard of care exercised by software professionals in the development and programming of software under the same or similar circumstances as those to be encountered with Customer's project, it being understood that it is nearly impossible (if not technically impossible or financially impractical) to develop software that will be error free or that will perfectly conform to a user's purposes. Customer's exclusive remedies for damage or loss arising from breach of this warranty shall be for MatchID to use commercially reasonable endeavours to cure the defective Service or, at MatchID's option, a refund of the portion of fees allocable to such defective Service.
- 6.3 If, and to the extent, legally permissible, MatchID will endeavour to transfer to the Customer the benefit of any warranties, service agreements, and infringement indemnities given by a supplier to MatchID in respect of the Third Party Software but MatchID shall have no liability in respect of the Third Party Software beyond this clause.

7. CUSTOMER OBLIGATIONS

- 7.1 Customer shall keep available qualified personnel, who have the appropriate technical and application skills, and information reasonably necessary to assist MatchID in the performance of its Services.
- 7.2 Unless and to the extent otherwise agreed in the Cover Document, Customer is solely responsible for proper installation of the System. If and under the conditions parties have agreed that MatchID will perform or assist with installation, as indicated on the Cover Document, Customer shall prepare a suitable installation environment for the System to conform to the specifications furnished by MatchID. Customer shall provide MatchID, together with its agents and employees, reasonable access to the installation site for purposes of performing its installation Services, if agreed, and shall fully cooperate with MatchID by, among other things, making management decisions concerning the installation as reasonably requested by MatchID.
- 7.3 Customer shall bear sole responsibility for the supervision, management, and control of the operation of the System, including: (a) assuring proper machine environment, audit controls, and operating methods; (b) establishing adequate backup plans to apply in the event of a program or equipment malfunction; (c) implementing sufficient procedures to satisfy the requirements for security and accuracy of input and output as well as restart and recovery to apply in the event of a program or equipment malfunction; and (d) for consumables and other supplies used in the operation of the System. MatchID may advise Customer as to the feasibility of such procedures

but shall not be responsible for their implementation or execution or integration of Equipment components with the Software unless specifically provided in this Agreement.

- 7.4 Customer will comply with all applicable laws and regulations relating to its use of the System, including relevant data protection laws.
- 7.5 Access to and use of the Customer Portal may require the use of means of access, such as login and password, as may be further described in the Documentation or otherwise notified to Customer by MatchID. Such means of access (jointly referred to hereinafter as "**Means of Access**") are strictly personal. The Customer is responsible for the safeguarding, confidentiality, security and appropriate use of the Means of Access by him and its users and undertakes to take all steps to prevent any unauthorized third party from gaining knowledge and making use thereof. The Customer will notify MatchID immediately by email of the loss, theft, breach of confidentiality or any risk of misuse of the Means of Access. If MatchID has any reason to suspect that the confidentiality and/or security of the Means of Access has been breached or that the Software or Customer Portal are being misused, MatchID may, without prior notice, suspend access to the Software or Customer Portal, at its sole discretion. The Customer undertakes to comply strictly with and to ensure the compliance with the appropriate procedures regarding access to the Software and Customer Portal, laid down in the documents provided for that purpose or which are accessible for the Customer, including the Documentation and the Agreement. The Customer guarantees to inform all of its users of all appropriate information, including the Documentation and the Agreement and any changes thereto.
- 7.6 To enable MatchID to use its online capability in providing Services, Customer and MatchID shall agree on a mutually acceptable form of connectivity (node on Customer's WAN or B2B VPN connection) which Customer shall provide at its cost (including maintenance thereof and line costs) and retain in operable condition at all times.

8. SOFTWARE SUPPORT SERVICES

- 8.1 MatchID shall undertake commercially reasonable efforts to render Software Support Services during the Initial Term and, where applicable to those Customers that have purchased Software Support Services, during the Support Period. In providing such Software Support Services, only the most current version and the version immediately preceding the most current version of the standard product version of the Software will be supported along with Updates.
- 8.2 During the Initial Term and, where applicable to those Customers that have purchased Software Support Services, during the Support Period, MatchID will be responsible for using commercially reasonable endeavours in correcting Errors when reported to MatchID and which can be reproduced in accordance with MatchID's standard reporting procedures.

- 8.3 From time to time, Updates and Upgrades for the Software may be released. During the Initial Term and, where applicable to those Customers that have purchased Software Support Services, during the Support Period, a copy of each Update and/or Upgrade will be made available and reasonable efforts will be made to inform Customer of a pending Upgrade no less than thirty (30) days from the expected date of general release. Customer may be required to install all Updates and/or Upgrades in sequential order, which will be at the sole discretion of MatchID. It is expressly not assured that an Update and/or Upgrade will be compatible with the version of the Software installed at Customer's Site. Upon Customer's request, instructions can be issued with the Update/Upgrade that will itemize the necessary steps to update/upgrade from the previous non-customized version to the new non-customized version. All services requested by Customer to install Updates and Upgrades will be considered Additional Support Services and will be payable by Customer according to the Standard Rates or standard fees which are otherwise applicable.
- 8.4 All Software Support Services will be performed remotely whenever possible. If MatchID agrees to provide Software Support Services at Customer's facility, Customer will provide reasonable office space and system access commensurate with Customer's system administration staff. Any Software Support Services requested by Customer to be performed at Customer's Site may attract additional charges for labour, expenses and travel.
- 8.5 Customer will make reasonable efforts to resolve any support question with Customer's personnel before contacting its supplier. Customer shall provide an internal "help desk" function accessible via the Customer Portal. Each Site shall be staffed by Customer with an appropriate number of qualified "super users" who have completed the highest training level available for users of the Software and are capable of answering routine and technical questions from Customer's users.
- 8.6 For the avoidance of doubt, Customer shall be responsible for maintaining support agreements with Third Party Software and Equipment vendors directly.
- 8.7 Unless otherwise instructed, Customer shall install any Updates at the latest within thirty (30) days of such Update being made available to Customer in accordance with any reasonable instructions given. In case of non-compliance with this obligation by the Customer and in accordance with clause 8.1, Software Support Services may not be delivered without any liability for MatchID.
- 8.8 Customer shall permit MatchID or its designees, or at MatchID's option, the manufacturer, in performance of MatchID's obligations, to make modifications or substitutions to improve the operation and/or reliability of the Software.

9. ADDITIONAL SUPPORT SERVICES

- 9.1 Upon Customer's written request, MatchID may provide services outside the scope of Software Support Services provided that MatchID agrees, in writing, to provide such services. Such services will be billed as Additional Support Services at the Standard Rates.
- 9.2 If MatchID determines that an Error resulted from Misuse, MatchID may, at its discretion, agree to provide services to assist Customer in taking steps to remedy such Error, in which event such efforts will be deemed Additional Support Services and will be payable by Customer according to the Standard Rates.
- 9.3 Software Support Services requested outside of normal working hours during week days (excluding Saturdays, Sundays public and bank holidays in Belgium) shall be billed at Standard Rates.

10. PAYMENT

- 10.1 Except as otherwise provided in the Cover Document, all invoices are due and payable within thirty (30) days from the date of invoice, without any deductions, withholdings, set offs or counter claims ("Deductions") in cash or cleared funds in the currency specified in the invoice. MatchID will send the invoice to Customer upon making available the Software. If any such Deductions are required by law from any Charges hereunder, Customer shall pay MatchID the same amount as MatchID would have been entitled to receive in the absence of the requirement to make such Deductions. Customer shall provide MatchID with a copy of the receipt for any Deduction paid by the Customer hereunder.
- 10.2 In the event Customer purchases Software Support Services, Customer shall be invoiced at least sixty (60) days before the start of each annual Support Period.
- 10.3 Interest shall be charged on any sums not paid on the due date at a rate provided for by the law applicable to late payments in commercial transactions between merchants on the moment when payment is delayed, calculated on a daily basis on the amount outstanding as from the due date (both before and after any judgment) and compounded annually.
- 10.4 Customer's failure to pay any Charges when due will entitle MatchID, without prejudice to its rights to damages or any other remedy available at law, to partially or entirely (at MatchID's sole discretion) suspend outstanding deliveries of Equipment or Third Party Software where relevant, and/or to suspend performance of Services until all outstanding Charges have been received by MatchID.
- 10.5 If Customer purchases any Equipment or Third Party Software from MatchID, a fifty percent (50%) down payment of the total price for such Equipment and Third Party Software is required within ten (10) days following the order, with the remainder due upon MatchID's delivery of the Equipment and the Third Party Software in accordance with the terms set forth herein or on

the Scheduled Date if the Customer fails to take delivery on such Scheduled Date or MatchID has been unable to deliver because, for instance, Customer has not provided appropriate instructions, documents, or authorisations. Customer is responsible for any fees or costs charged to MatchID by the manufacturer as a result of Customer's cancellation of an order.

- 10.6 MatchID has the right, at any time in its sole discretion, to change the Charges. Notice of such change shall be provided to Customer via email to the registered email address, via post, via the Customer Portal or via any other way MatchID deems reasonable. In case Customer does not agree with such change, it must notify MatchID by registered letter within thirty (30) calendar days as from the notification of the change by MatchID, in absence of which the Customer is deemed to agree with the change. In case of a notification by registered letter from the Customer that it does not agree with the change, MatchID has the right to terminate the Agreement at any time without court intervention and without entitling Customer to damages or payment of whatever nature. MatchID has the right to provide Customer yearly with an adapted price list of Standard Rates and it is Customer's sole responsibility to consult the most up to date price list for Standard Rates.
- 10.7 The Charges are exclusive of expenses, including travel, living and meal expenses incurred by MatchID in furtherance of this Agreement which shall be payable by Customer. MatchID shall add an administrative fee of two percent (2%) of the total Professional Service fees to cover the cost of administrative expenses such as temporary use of MatchID equipment, maintenance of customer specific development environments, telephone, photo-copying and similar expenses. MatchID shall make supporting documentation of all travel and living expenses available to Customer upon written request.
- 10.8 All Charges payable under this Agreement shall be by electronic funds transfer (EFT) to the bank account specified by MatchID.
- 10.9 All Charges set out in this Agreement are, unless otherwise indicated, exclusive of Value Added Tax and any of the other taxes described in this clause. Customer shall pay to MatchID all taxes (including, without limitation, those for sales, use, property, excise, Value Added Tax, duty, custom, gross receipts or any other tax, fee or charge imposed by any governmental authority) levied on this Agreement or the Software, except taxes based on MatchID's net income. For the avoidance of doubt, Customer shall also be responsible for all delivery, packaging, insurance and transportation charges in connection with Equipment provided by MatchID under the terms and conditions of this Agreement.

11. CONFIDENTIALITY OBLIGATIONS

- 11.1 For purposes of this Agreement, "Confidential Information" means the Software, Documentation, the Cover Document, and any financial, statistical, business, technical, copyright, and/or confidential

or proprietary information relating to a party's business which is submitted by either MatchID or Customer to the other party in order to carry out, or in the course of carrying out this Agreement and is not generally known or available publicly.

11.2 Any prior obligations or agreements between the parties with respect to the Confidential Information shall continue and shall supplement the terms of this Agreement. These confidentiality obligations, as well as any additional confidentiality obligations in this Agreement, shall survive the termination of this Agreement.

11.3 Except as otherwise provided herein, each party agrees that it shall not use or disclose to any third party any Confidential Information of the other party. Each party shall instruct its personnel to keep such information confidential by using the same care and discretion that it uses for its own Confidential Information and in no event, less than a reasonable degree of care. Each party may disclose Confidential Information to its third party consultants or service providers who have been specifically retained to perform services in connection with this Agreement, provided that all such third parties are informed of, and agree to be bound by confidentiality terms consistent with this Agreement.

11.4 The obligations set forth in this Confidentiality Obligations Section shall not apply to any information which (a) is published or otherwise becomes available to the general public through no fault of the receiving party; (b) has been obtained by the receiving party from another party that the receiving party reasonably believed had the right to disclose it; (c) was in the receiving party's possession without proprietary restrictions prior to the date of disclosure by the disclosing party to the receiving party; (d) the receiving party establishes by documentary evidence was developed without reference to the Confidential Information; or (e) is required to be disclosed pursuant to applicable law, provided that the receiving party shall, if feasible, give to the disclosing party prior notice of such proposed disclosure and a reasonable opportunity to contest such disclosure. For purposes of this clause, the "disclosing party" means the party that owns or possesses the Confidential Information and the "receiving party" means the party to which the Confidential Information is disclosed.

11.5 Each party acknowledges that monetary damages may not be a sufficient remedy or protection for the aggrieved party in the event of a breach of these confidentiality obligations, and the aggrieved party shall be entitled to injunction or other equitable relief as may be deemed proper or necessary by a court of competent jurisdiction.

12. INTELLECTUAL PROPERTY INDEMNITY

12.1 MatchID shall indemnify, defend and hold harmless Customer in accordance with the provisions of this clause 12.1 from and against any third-party claim asserted against Customer that the Software (when used in accordance with its Documentation) directly infringes or

misappropriates the patent or other intellectual property right of such claimant registered in or valid in the jurisdiction to which this Agreement is subject (an "IP Claim"). MatchID will pay those costs and damages finally awarded or settled (upon terms acceptable to MatchID) against the Customer based on such IP Claim provided that: a) the Customer promptly notifies MatchID in writing of such IP Claim; b) MatchID has sole control of and the Customer reasonably cooperates in all respects in the defence of each such IP Claim and all related settlement negotiations and Customer does not make any admission or disclosure or otherwise take any action prejudicial to MatchID; and c) such IP Claim does not relate to any act of the Customer, including (without limitation) a change in the Software, a combination of the Software with or the addition of the Software to products or other software which has not been developed and supplied by MatchID, or failure to install an Update and/or Upgrade where installation would have removed the cause of the infringement, or any breach of this Agreement by Customer.

12.2 If a final judgment is entered against Customer on any such IP Claim, or if in MatchID's reasonable opinion Customer is likely to become subject to a successful IP Claim, then Customer shall permit MatchID, at MatchID's option and expense, either: a) to procure for the Customer the right to continue using the Software; b) to replace or modify the same so that it becomes non-infringing, with functionality essentially being equal; or c) terminate the Agreement and provide a pro rata refund of the License Fees paid by Customer to MatchID pursuant to this Agreement.

12.3 The foregoing provisions of this clause 12 set forth the entire and exclusive liability of MatchID with respect to any IP Claim.

13. RISK ALLOCATION

13.1 Except as set forth in the Documentation and as provided in this Agreement, MatchID does not warrant that: a) the Software will be uninterrupted, error free or meet Customer's requirements; or b) the Software will operate in combination with other hardware, software, systems or data not provided by MatchID.

13.2 Other than as provided in this Agreement, the Software, Services, Third Party Software and any Equipment provided by MatchID are provided "as is" and MatchID makes no representations or warranties, express or implied, of any kind whatsoever (including, without limitation, satisfactory quality, fitness for a particular purpose, custom or usage in trade). MatchID further makes no representations or warranties regarding, without limitation, the security, integrity, efficiency or capabilities of the Software.

13.3 Subject to clause 13.5, neither party shall be liable to the other for any indirect, incidental, punitive, special or consequential damages of any kind, nor for any damages for loss of good will, loss of actual or anticipated business or contracts, work stoppage, data loss or corruption of data, lost

profit or computer failure, whether based in contract, warranty, indemnity, tort, negligence, strict liability, or any other theory at law or in equity.

13.4 Notwithstanding the provisions of this clause 13, and subject to clause 13.5, in the event that MatchID shall be liable to Customer in connection with this Agreement, MatchID's maximum total aggregate (i.e. not calculated per damage-generating fact or event) liability shall be restricted to the amounts paid by the Customer to MatchID during the twelve (12) month period preceding the event, or the first event in case of a series of events giving rise to MatchID's liability, giving cause of action. It is expressly agreed that any and all payments, fees, costs or other expenses made by Customer to MatchID in relation to Equipment delivered by MatchID to Customer, is excluded to calculate MatchID's maximum total aggregate liability.

13.5 Nothing in this Agreement shall (or shall be deemed to, or construed to) exclude or restrict any liability either party may properly have for any fraud or wilful misconduct of that party.

13.6 Customer acknowledges that MatchID is not aware of the extent of any potential loss or damage to Customer resulting from any breach of warranty or other failure by MatchID to discharge its obligations under this Agreement and that the extent and limits of any appropriate insurance cover in respect of its assets or business or otherwise are within its knowledge and not that of MatchID. Insofar as, having regard to the terms of this Agreement, Customer requires any insurance (whether in respect of loss or damage it may suffer or claims made against it by third parties or otherwise) it shall effect and maintain such insurance, ensuring always that its insurers shall in no circumstances whatsoever have any rights or remedies against MatchID in addition to or in excess of those of Customer under this Agreement.

14. TERM AND TERMINATION

14.1 This Agreement shall commence on the Effective Date and except as otherwise provided in this Agreement, shall continue for the Initial Term, unless terminated by either party as permitted in this clause 14. After the Initial Term, the Agreement will be tacitly renewed under identical conditions for consecutive one-year periods (each an "**Extended Term**") until the Agreement is terminated by either party giving written notice of its clear intention to terminate at least three (3) months prior to the end of the Initial Term or the then-current Extended Term, as the case may be.

14.2 In the event of a material breach by the Customer of any of the terms of this Agreement which would be susceptible to cure, MatchID shall have the right to (a) immediately suspend without prior notice a part or all of the Services and access to the Software (including by deactivating the dongle(s)), and/or (b) terminate this Agreement without court intervention upon thirty (30) days prior written notice specifying the breach to the

other, provided that such breach has not been cured within said thirty (30) day period. Without excluding any other events being considered a material breach of this Agreement, the Parties agree that the following examples of events shall be considered as a material breach by the Customer: (a) any non-compliance with specific conditions imposed on certain Customers (such as universities or research institutes); (b) any non-compliance with limitations on the license granted under this Agreement; (c) any non-compliance with limitations on the use of the Software as stated in this Agreement or under applicable law; (d) any infringements on MatchID's intellectual property rights; (e) any non-compliance with payment obligations. An unauthorized disclosure or distribution of Software or Confidential Information by Customer and/or any repeated (whether consecutive or not) failure to pay Charges when due constitute material non-curable breaches of this Agreement, entitling MatchID to either suspend and (whether subsequently or not) terminate the Agreement with immediate effect on providing written notice to Customer.

14.3 In the event of termination of this Agreement by MatchID for Customer's uncured material breach, the license granted to Customer in respect of the Software hereunder shall immediately cease and Customer shall, upon the effective date of such termination, cease using the Software and, at MatchID's discretion, immediately return to MatchID or destroy all copies of the Software, Documentation, and any other Confidential Information provided to Customer. In the event of destruction, Customer shall provide MatchID with an affidavit of destruction in a form acceptable to MatchID certifying that it has destroyed all copies of the Software, Documentation and Confidential Information. Where the Customer terminates Software Support Services in case of a limited term license lease (excluding buy once licenses), Customer's license to the Software immediately ends and Customer is required to return or destroy the Software, Documentation or other Confidential Information.

14.4 Following termination of this Agreement in the circumstances described in clause 14.3 above, MatchID shall invoice Customer for all accrued fees and charges and all reimbursable expenses, and Customer shall pay the invoiced amount within ten (10) days from the date of such invoice. In the event of a breach by Customer, no refunds or credits will be due.

14.5 All clauses that are intended, by their nature, to survive the termination of this Agreement, will continue to apply after effective termination of this Agreement.

15. MISCELLANEOUS TERMS

15.1 This Agreement and any attachments and addenda, together with any confidentiality agreements already in place between the parties, constitute the entire understanding between the parties with respect to the subject matter hereof. There are no representations, promises,

warranties or understandings relied upon by Customer that is not contained herein. This Agreement may be modified only in writing, signed by the authorised representatives of each of the parties. Customer purchase orders may be submitted concurrently or later for funding and administrative purposes but terms and conditions contained therein shall have no force and effect. If there is a conflict between the terms and conditions of this Agreement and a purchase order, or any other document submitted by the Customer, the terms and conditions of this Agreement control. The failure by either party to insist upon strict enforcement of any terms and conditions of this Agreement shall not be construed as a waiver or relinquishment of the right to assert or rely upon any such terms on any future occasion.

- 15.2 Each party shall be excused from delays in performing or its failure to perform hereunder (excluding however payment of monetary obligations by the Customer) to the extent that such delays or failures result from causes beyond the reasonable direct control of such party, provided that, in order to avail itself of such excuse, such party must provide written notice to the other party within ten (10) days after such party first acquires knowledge of the occurrence of such event and act diligently to remedy the cause of, or to mitigate or overcome such delay or failure.
- 15.3 Customer agrees that MatchID may use Customer's name in press releases, product brochures, financial reports and other promotional materials in any media indicating that Customer is a customer of MatchID.
- 15.4 Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned or otherwise transferred in whole or in part by Customer, and any such attempted assignment shall be void and of no effect without the advance written consent of MatchID.
- 15.5 The governing law of this Agreement are the laws of Belgium and the parties hereby accept that the courts of Ghent, Belgium will have exclusive jurisdiction over any matter arising hereunder.
- 15.6 If a dispute should arise, the parties agree to first attempt to resolve the dispute during a meeting between both parties' project managers. If this meeting does not resolve the dispute, then the dispute will be submitted to the respective senior executive for the functional department of each party. The senior executives shall meet within ten (10) business days from the date the dispute was submitted to them. If the dispute remains unresolved after this meeting, either party shall have the right to commence any legal proceeding as permitted by law and subject to clause 15.5.
- 15.7 Each party shall be responsible for compliance with all laws and regulations governing its use, access or export of the Software or any part thereof.
- 15.8 All notices which are required to be given under this Agreement shall be in writing and sent to the

addresses of the parties set out in this Agreement or to such other address as a party may designate by notice given in accordance with this clause. Any such notice may be delivered personally, by letter or email and will be deemed to have been received: by hand delivery, at the time of delivery; by post, forty eight (48) hours after the date of mailing; and by email, immediately on transmission provided the email status irrevocably indicates the email was successfully transmitted.

- 15.9 MatchID and Customer are independent contractors and this Agreement shall not establish any fiduciary relationship or other relationship of partnership, joint venture, employment, franchise or agency between them. Neither party will have the authority to bind the other or incur obligations on the other's behalf without the other's prior written consent.
- 15.10 Each party acknowledges that the other party's employees are critical to servicing its customers. Therefore, each party agrees, during the term of this Agreement, and for a period of up to twelve (12) months after its termination, not to solicit the other party's employees without that other party's written consent for a period of twelve (12) months following the employee's last day of employment. The parties agree that in the event of any actual or threatened breach of this provision, the non-breaching party shall be entitled (in addition to any and all other rights and remedies at law or in equity for damages or otherwise) to seek specific performance or injunctive relief to prevent such breach or contemplated breach. Each party agrees that the foregoing restriction is fair and reasonable and not more than sufficient to protect the legitimate business interests of each party.