



BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SOFTWARE.

This Agreement was last updated 24 May 2019. It is effective between You and Us as of the date of You accepting this Agreement.

SOFTWARE LICENSE AGREEMENT

This Software License Agreement is entered into as of _____, 2019 (“Effective Date”) between Just-BI B.V., with its registered office at Laan van Zuid Hoorn 37, 2289 DC Rijswijk, The Netherlands (“Just-BI”) and [Customer], with its registered office at _____, (“Licensee”).

Article 1 Definitions

The following capitalized terms used in this Agreement shall have the following meanings:

- 1.1 **“Agreement”** means this Agreement and all Order Forms then in effect.
- 1.2 **“Confidential Information”** means this Agreement, the pricing and fees associated herewith, the Software, Documentation, information, data, drawings, benchmark tests, specifications, trade secrets, and any other written or electronic information that is either (i) marked as confidential and/or proprietary, or which is accompanied by written notice that such information is confidential and/or proprietary, or (ii) not marked or accompanied by notice that it is confidential and/or proprietary but which a reasonable person would or should understand to be confidential or proprietary. Confidential Information shall not include information which, as demonstrated by the receiving party, is: (i) publicly available, (ii) lawfully obtained by a party from third parties without restrictions on disclosure, or (iii) independently developed by a party without reference to or use of Confidential Information.
- 1.3 **“Documentation”** means those user guides and other written materials provided by Just-BI with the Software detailing the information and instructions needed in order to use the Software.
- 1.4 **“Order Form”** means the order form(s) for the Software and services entered into by the parties and referencing this Agreement.
- 1.5 **“Software”** means the Just-BI software in object code form set forth in the applicable Order Form(s) incorporated herein by reference, plus any new releases provided by Just-BI under article 10 below.
- 1.6 **“Third Party Products and Services”** means any hardware, software, peripherals and other equipment and services specified in the relevant Order Form (other than the Software) that are not proprietary to Just-BI.

Article 2 License Grant

- 2.1 Subject to the terms and conditions of this Agreement and the applicable Order Form, Just-BI hereby grants Licensee a limited, non-exclusive, non-sublicensable, non-transferable license to use the Software solely for Licensee’s internal business purposes and not for any commercial or other purposes. Licensee may make a reasonable number of back-up copies of the Software for



archival and disaster recovery purposes only, so long as any such copies contain the copyright and proprietary notices furnished with the original copy. Any such copies shall be subject to the terms of this Agreement.

Article 3 Prohibitions and Restrictions

- 3.1 Licensee shall not (a) copy or duplicate, or permit anyone else to copy or duplicate, the Software, Documentation, or Confidential Information of Just-BI, except as may be expressly permitted by this Agreement; (b) create or attempt to create, or permit others to create or attempt to create, by reverse engineering or otherwise, the source programs or any part thereof from the object program or from other information made available under this Agreement or otherwise (whether oral, written, tangible, or intangible); (c) use the Software for any purposes except as expressly provided in this Agreement; (d) adapt, alter, modify, translate or create derivative works of the Software; or (e) allow any third party to access or use the Software for any reason.
- 3.2 Licensee's use of the Software in excess of the authorized number of users specified in the applicable Order Form shall trigger additional fees payable by Licensee, as per Just-BI's standard list prices. Licensee may use a limited number of copies of the Software on backup servers or workstations strictly for backup purposes (and not for general production use). Licensee shall reproduce and include Just-BI's copyright and other proprietary notices on any copies of the Software it is authorized to make.

Article 4 Fees and Payment

- 4.1 Licensee shall pay all fees invoiced by Just-BI for the Software and any services as set out in the applicable Order Form within thirty (30) days from the date of invoice. All fees are stated and payable in Euros. All fees are non-refundable, except to the extent otherwise expressly set forth in this Agreement. All fees are exclusive of value added or other similar taxes imposed by applicable law, except for taxes based on Just-BI's income, and Licensee shall reimburse Just-BI for all such taxes.
- 4.2 Any amounts (unless reasonable disputed) which are not paid within the due date will be subject to interest of one percent (1%) per month, which will be immediately due and payable. Licensee may not offset an obligation to pay any charges or fees provided for in this Agreement against any claim on Just-BI or suspend payment on any ground.

Article 5 Right to Audit

- 5.1 Licensee shall keep complete and accurate books and records of its use of the Software at its principal place of business to demonstrate its compliance with this Agreement. Licensee agrees to give Just-BI access to information and reasonable assistance as may be necessary for Just-BI to physically or electronically audit Licensee's use of the Software. Just-BI shall give at least thirty (30) days written notice of its intention to perform such an audit. The audit shall be conducted at Just-BI's expense unless the results of such an audit establish that Licensee's use of the Software exceeds the authorized use as set out in the relevant Order Form. Any fees applicable to Licensee's use of the Software in excess of its licensed use, calculated retroactively, will be due within thirty (30) days of written notification by Just-BI. If Licensee fails to pay such fees, Just-BI has the right to end this Agreement.

Article 6 Term and Termination

- 6.1 Unless earlier terminated as provided herein, this Agreement grants a perpetual license to the Software.
- 6.2 Each party may terminate this Agreement (i) upon thirty (30) days prior written notice if the other party breaches any material provision of this Agreement and fails to cure such breach within the



thirty (30) day notice period, including without limitation failure by Licensee to pay any fees due to Just-BI for the Software or related services; or (ii) immediately if the other party terminates its business activities or becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors or becomes subject to direct control of a trustee, receiver or similar authority.

- 6.3 Termination shall become effective immediately or upon the date set forth in the written notice of termination and shall be in addition to any other rights or remedies available to a party law. Upon termination of this Agreement, Licensee agrees to forthwith discontinue any use of the Software and related Documentation. Licensee shall immediately return to Just-BI or destroy all copies of the Software and any Documentation, including any copies or partial copies, and certify in writing to Just-BI that it has done so.
- 6.4 All clauses that by their nature or content are intended to survive termination of this Agreement, shall so survive.

Article 7 Software Warranty

- 7.1 The Software is licensed "AS IS." To the maximum extent allowed by applicable law, Just-BI and / or any of its licensors expressly disclaim all warranties, express or implied, regarding the Software or any related services, including error free or uninterrupted performance, warranties regarding the use or the results of the Software with respect to its performance, accuracy, reliability or otherwise, or warranties of non-infringement, merchantability or fitness for Licensee's intended use. Just-BI makes no warranties that the Software will function when used in conjunction with Third Party Products and Services. No oral or written information or advice given by any person shall create a warranty in any way relating to Just-BI and / or its licensors.

Article 8 Limitation of Liability

- 8.1 Except where prohibited by mandatory provisions of the applicable law, Just-BI's maximum aggregate liability for damages or loss related to this Agreement, whether in contract or tort, shall not exceed the total fees paid by Licensee for the Software giving rise to the claim or, in case of any services, including but not limited to professional and technical support services, the total fees paid by Licensee for the services giving rise to the claim.
- 8.2 In no event will Just-BI be liable for indirect, special, incidental or consequential damages, including damages for loss of business profits, business interruption, or any loss of revenue, data or data use, even if Just-BI has been advised of the possibility of such damages.

Article 9 Infringement Claims

- 9.1 Should a claim or action be brought against Licensee alleging that the Software infringes any intellectual property right of a third party, Just-BI will, at its expense, defend or settle any such claim or action and indemnify Licensee from damages awarded by the court to the third party claiming infringement or the settlement agreed to by Just-BI, provided that (i) Licensee has given prompt written notice to Just-BI of any such claim; (ii) Licensee gives Just-BI sole control of the defense and any settlement negotiations; and (iii) Licensee gives Just-BI relevant information and assistance to defend against or settle the claim.
- 9.2 In the event that the Licensee's use of Software is or may be prohibited, Just-BI will use commercially reasonable efforts to either: (i) promptly repair or replace the infringing part of the Software with a non-infringing version of the Software of no less than equivalent functionality; or (ii) promptly obtain a license permitting Licensee's continued use of the allegedly infringing part of the Software. If neither (i) nor (ii) are reasonably possible to Just-BI, then Just-BI may terminate the Agreement and shall pay to Licensee an amount equal to the amount paid by Licensee for the Software, depreciated on a straight line basis over a forty-eight (48) month period from the date of



the applicable Order Form for the infringing Software. Just-BI will then be released from any further obligation to Licensee in connection with the infringing part of the Software.

- 9.3 Just-BI's obligations set forth in this article shall not apply to the extent the infringement arises as a result of: (i) modifications to the Software by Licensee or third parties authorized by Licensee; (ii) the combination of the Software with any software or hardware not provided by Just-BI; or (iii) Licensee using a version of the Software that has been superseded, if the infringement claim could have been avoided by using the current release of the Software.
- 9.4 This article 9 states the entire liability of Just-BI to Licensee with respect to the violation and infringement of intellectual property rights.

Article 10 Services

- 10.1 Licensee may contact Just-BI with questions regarding the use and operation of the Software during the hours of 8:30 A.M. to 6:00 P.M. CET time, Monday thru Friday excluding Dutch public holidays. Just-BI will use commercially reasonable efforts to respond to any technical support call from Licensee. Just-BI is not obligated to provide any technical support or maintenance for Third Party Products and Services (regardless of whether obtained from Just-BI or another source).
- 10.2 Just-BI may from time to time, at its sole discretion, develop new releases of the Software and will inform Licensee thereof. Just-BI will make any new release of the Software available to Licensee against Just-BI's then current fees therefor.
- 10.3 To the extent Just-BI is providing any other services to Licensee in connection with the Software, Just-BI's standard professional services terms and conditions shall apply, which shall be provided to Licensee upon request.
- 10.4 Any technical support and professional services provided by Just-BI shall be charged to Licensee against Just-BI's then current standard rates therefor.

Article 11 Intellectual Property Rights

- 11.1 All right, title and interest in and to the Software and any Confidential Information made available by Just-BI to Licensee pursuant to this Agreement, including without limitation, all intellectual property rights therein, shall remain exclusively with Just-BI and its licensors, as applicable. The Software is licensed, not sold.

Article 12 Confidentiality

- 12.1 Neither party shall, without the prior written consent of the other party, disclose or use the Confidential Information of the other party, during the term of this Agreement and for three (3) years following the expiration or termination hereof, except as expressly permitted by, or required to achieve the purposes of, this Agreement. Each party shall treat all Confidential Information of the other party with the same degree of care as it treats its own Confidential Information, but in no event less than reasonable care. Each party may only disclose Confidential Information to its employees on a need-to-know basis solely for the purpose of fulfilling its obligations under this Agreement. The receiving party may disclose Confidential Information if required by operation of law or if necessary in any proceeding to establish rights or obligations under this Agreement, provided that the receiving party gives the disclosing party reasonable prior written notice sufficient to permit the disclosing party an opportunity to contest such disclosure.

Article 13 Other Responsibilities

- 13.1 Licensee acknowledges and agrees that certain computer hardware and system requirements are required to access and use the Software. Except as expressly set forth in the applicable Order Form, Just-BI shall have no obligation to supply, provide, or deliver to Licensee any such computer



hardware and system requirements. Licensee shall be solely responsible for acquiring, maintaining, integrating and updating all computer hardware and system requirements necessary to use the Software, including all costs, fees, and expenses in connection therewith, and in accordance with specifications as set forth by Just-BI, which may be modified by Just-BI from time to time.

Article 14 Force Majeure

14.1 Neither party will incur any liability to the other party on account of any loss or damage resulting from a delay or failure to perform all or any part of this Agreement to the extent such delay or failure is caused by causes beyond the control and without negligence of the parties. The inability to meet financial obligations is expressly excluded. In the event of any of the foregoing occurrences, the delayed party shall provide written notice to the other and shall use reasonable efforts to remedy its inability to perform.

Article 15 Applicable Law

15.1 This Agreement will be interpreted and construed in accordance with the laws of the Netherlands. Any dispute arising out of or in connection with this Agreement that cannot be amicably resolved between the parties will be submitted to the District Court of The Hague.

15.2 The Vienna Convention on the International Sale of Goods of 11 April 1980 shall not be applicable to this Agreement.

Article 16 Miscellaneous

16.1 This Agreement is the entire agreement between Licensee and Just-BI with respect to the subject matter hereof and supersedes all prior and/or current agreements and understandings, written or oral, between Licensee and Just-BI with respect to the subject matter hereof. No terms, provisions or conditions of any request for proposal, purchase order or other business form that Licensee may use in connection with this Agreement will have any effect on the rights, duties or obligations of the parties hereunder or shall otherwise modify this Agreement, regardless of any failure of Just-BI to object to such terms, provisions, or conditions.

16.2 If any provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties will in good faith agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, the invalid provision will be severed from the remaining provisions, which will continue to be valid and enforceable to the fullest extent permitted by applicable law.

16.3 Any waiver of the provisions of this Agreement or of any of the rights of either party must be in made in writing by the waiving party to be effective. Failure or delay to enforce any such provisions of rights will not be construed as a waiver and will not affect the validity (in whole or in part) of this Agreement or prejudice such party's right to take subsequent action.

16.4 This Agreement may not be modified and the rights and restrictions may not be altered except by written amendment signed by authorized representatives of both parties.

16.5 Licensee may not assign or transfer this Agreement, in whole or in part, or any of its rights or obligations hereunder, without the prior written consent of Just-BI, including without limitation in connection with a merger, consolidation, sale of assets or shares or other change of control transaction involving Licensee. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

16.6 Licensee agrees that Just-BI may use its name in press releases, sales presentations, product brochures and other marketing vehicles and financial reports, indicating that Licensee is a



customer of Just-BI. Any quotation of Licensee by Just-BI will be subject to Licensee's prior consent.

Just-BI B.V.

[Customer]

By
(signatory): _____

By
(signatory): _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____