

Déhora End User License Agreement

Issue 1.0EN date: April 20, 2010

Introduction:

Very briefly, this agreement covers our supply of software and services. We explain under which conditions you may use our products and our mutual rights and liabilities.

It may be of interest to note that the use of the Product is licensed; the Product itself is not sold.

This document is important, but you don't need to memorize it. Keep it available for reference. The following explains the details in official "legalese":

IMPORTANT: READ CAREFULLY

This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Déhora Consultancy Group B.V. ("Déhora") for all Déhora software products, which includes computer software and may include associated media, printed materials, and "online" or electronic documentation ("Product"). An amendment or addendum to this EULA may accompany the Product."

YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING, COPYING, OR OTHERWISE USING THE PRODUCT. IF YOU DO NOT AGREE, DO NOT INSTALL OR USE THE PRODUCT.

1. Grant of License

Déhora grants you the following rights provided that you comply with all terms and conditions of this EULA:

2. Definitions

'Agreement' means (i) this Déhora End User License Agreement, (ii) any exhibits and amendments hereto.

'Access' means to connect to the Software either directly or indirectly through any middle tier application(s).

'Content' means any data, information or material, and in particular data sources submitted by you or by Déhora on behalf of you for use with SAAS.

'Designates' means End User's customers, suppliers, vendors, benefits providers and other such third parties providing goods or services to End User that End User may provide with a right to access the Software consistent with and subject to the terms of the Agreement. In no event shall a Designate have the right to (i) install the Software on a server, workstation or other computer, (ii) access or use the Software to run its internal data or support its internal operations except as such access or use relates to End User's use of the Software consistent with the terms of the Agreement, or (iii) access the source code for the Software. A breach by a Designate will be considered a breach by End User.

'Documentation' means the technical publications relating to the Software, such as reference, user, installation, systems administrator and technical guides, delivered by Déhora to End User.

'End User' means the party that has the right to use the Software for its internal data processing. This party may also be referred to as 'Licensee'.

'Software as a Service' (SAAS) means the Services offered to you by Déhora to use the Software while it is installed on a Server Environment which is hosted by or on behalf of Déhora.

'Server Environment' is defined as any server system, licensed from Déhora or any other entity, that consists of one or more server software processes, operating independently or otherwise, including but not limited to ASP .NET, Java servers, Citrix servers, report servers, web servers, database servers, terminal servers, mail servers, application servers or transaction servers, facilitated by an internet, intranet, extranet, client/server network, wide-area network, or any other multi-user network.

'Services' means Support Services and training provided by Déhora or its subcontractors to End User.

'Software' means all or any portion of the Déhora binary computer software programs provided on software media in object code form and associated documentation, any updates, additional modules or additional software provided by Déhora in connection therewith; but does not include any promotional software or other software product provided in the same package, which shall be governed by the online

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software license agreements included with such promotional software or software product.

'Support Services' means the particular services offered by Déhora which are designed to support the Supportable Modules and the standard terms and conditions apply thereto, in effect on the later of the following: (i) the date fees are received for such services offered by Déhora which are designed to support the Supportable Modules, or (ii) the first date of the period for which services offered by Déhora which are designed to support the Supportable Modules are provided. Different levels of Support Services may be offered.

'Supportable Modules' are those Software modules for which Déhora offers some sort of maintenance services, and are comprised of (i) Software excluding the Third Party Software modules; (ii) Tools; and (iii) those Third Party Software modules specifically designated in the Schedule as 'Supportable Modules'.

'Trade dress' is a type of trademark that is used to identify and distinguish products or goods. While trademarks are comprised of words, names, symbols, etc..., trade dress is a product's packaging, shape and overall appearance. When the product's appearance is used to distinguish and identify the goods in commerce, it may be protectable trade dress.

'Updates' means those subsequent releases of the Software and Documentation which are generally made available to licensees of the Software which are similarly situated to End User, as part of Support Services at no additional charge, other than the fees for Support Services, media and handling charges. Updates shall not include any releases, enhancements, functionality or products which Déhora licenses separately or charges for separately from Support Services. The use of an Update may be subject to additional terms. Updates are delivered only if and when available.

'View' means any work or document created using a Déhora product, regardless of resulting file format.

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3. Type of license available

Déhora has designated four (4) other types of License for the products:

Type licentie	Kenmerkende eigenschappen
Personal use license	Free of charge, limited to 2 employees, not limited in time, for one computer only
Business trial use license	Free of charge, limited to 50 employees and a maximum period of 30 days, for one computer only
Full use license	Fee structure applies, scope and time as per individual agreement, for one computer only
Academic Edition license	Fee structure applies, limited to educational purposes only. Terms will be determined on a case-by-case manner

4. Installation and Use

You may install, use up to the number of "Employees" as specified in your order, access, display and run a copy of the Product on a computer, such as a workstation, terminal or other device ("Workstation Computer") you own or operate. A "License" allows you to install, use, access, display and run additional copies of the Product to plan, evaluate and report schedules up to the number of employees specified in your order. You may not use the Product to permit any Device to use, access, display or run other executable software residing on the Workstation Computer, nor may you permit any Device to display the Product's user interface, if the total number of employees as specified in your order is reached, unless the Device has a separate license for the Product.

You may not use the Product via a VPN-connection or by any other means to display, or operate, the Software remotely for/by more employees than the license allows.

5. Storage & Network Use

You may also store or install a copy of the Product on a storage device, such as a network server, used only to install or run the Product on your other Workstation Computers over an internal network; however, you must acquire and dedicate an additional license for each separate Workstation Computer on or from which the Product is installed, used, accessed, displayed or run. A license for the Product may not be shared or used concurrently on different Workstation Computers.

6. Reservation of Rights

Déhora reserves all rights not expressly granted to you in this EULA.

7. Upgrades

To use a Product identified as an upgrade, you must first be fully licensed for the product identified by Déhora as eligible for the upgrade. Licenses for Personal use and for Business trial use do not qualify for automatic upgrades due to their limited scope. Upgrades of products under an Academic license are covered by separate agreements.

8. Additional Software

This EULA applies to updates or supplements to the original Product provided by Déhora, unless we provide other terms along with the update or supplement.

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9. Transfer or rental

You may move the Product to a different Workstation / Computer after the removal from the current Workstation / Computer.

Transfer to Third Party. The initial user of the Product may make a one-time transfer of the Product to another end user. The transfer has to include all component parts, media, printed materials, this EULA, and if applicable, the Certificate of Authenticity. Prior to the transfer, the end user receiving the transferred Product must agree to all the EULA terms.

Indirect transfer; the transfer may not be an indirect transfer, such as a consignment.

No Rental. You may not rent, lease, or lend the Product.

10. Limitation of Use

You may not reverse engineer, decompile, or disassemble the Product, except and only to the extent that it is expressly permitted by applicable law notwithstanding this limitation.

11. Use of name and trademarks:

Licensee shall not use the name, trade names or trademarks of Déhora or any of its Affiliates in any advertising, promotional literature or any other material, whether in written, electronic, or other form, distributed to any Third Party, except in the form provided by Déhora, and then solely for purposes of identifying Déhora software.

12. Termination

Without prejudice to any other rights, Déhora may cancel this EULA at anytime and without notice if you do not abide by the terms and conditions of this EULA, or the terms and conditions of any other agreement with Déhora, its partners, affiliates, or resellers, in which case you must destroy all copies of the Product and all of its component parts.

13. Consent to Use of Data

You agree that Déhora and its affiliates may collect and use technical information you provide as a part of support services related to the Product. Déhora agrees not to use this information in a form that personally identifies you.

14. Not for Resale Software

Product identified as "Not for Resale" or "NFR," may not be resold, transferred or used for any purpose other than demonstration, test, or evaluation.

15. Academic Edition Software

To use Product identified as "Academic Edition" or "AE," you must be a "Qualified Educational User." For qualification-related questions, please contact the Déhora Sales Department.

16. Limited Warranty for Software Products Acquired in the US and Canada

Déhora warrants that the Product will perform substantially in accordance with the accompanying materials for a period equal to the evaluation period of the Product. If an implied warranty or condition is created by your state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, you also have an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY. AS TO ANY DEFECTS DISCOVERED AFTER THE LIMITED WARRANTY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Some states/jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to you.

Any supplements or updates to the Product, including without limitation, any (if any) hot fixes provided to you after the expiration of the Limited Warranty period are not covered by any warranty or condition, express, implied or statutory.

Limitation on remedies; no consequential or other damages

Your exclusive remedy for any breach of this Limited Warranty is as set forth below. Except for any refund elected by Déhora, YOU ARE NOT ENTITLED TO ANY DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES, if the Product does not meet Déhora's Limited Warranty, and, to the maximum extent allowed by applicable law, even if any remedy fails of its essential purpose. The terms below ("Exclusion of Incidental, Consequential and Certain Other Damages") are also incorporated into this Limited Warranty. Some states/jurisdictions do not allow the exclusion or limitation

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of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives you specific legal rights. You may have others which vary from state/jurisdiction to state/jurisdiction.

Your exclusive remedy

Déhora's and its suppliers' entire liability and your exclusive remedy shall be, at Déhora's option from time to time exercised subject to applicable law, (a) return of the price paid (if any) for the Product, or (b) repair or replacement of the Product, that does not meet this Limited Warranty and that is returned to Déhora with a copy of your receipt. You will receive the remedy elected by Déhora without charge, except that you are responsible for any expenses you may incur (e.g. cost of shipping the Product to Déhora).

Limited Warranty

This Limited Warranty is void if failure of the Product has resulted from accident, abuse, misapplication, abnormal use or a virus. Any replacement Product will be warranted for the remainder of the original warranty period or fourteen (14) days, whichever is longer.

Outside The Netherlands

Neither these remedies nor any product support services offered by Déhora are available without proof of purchase from an authorized source. To exercise your remedy, contact: Déhora Consultancy Group B.V. – Gelderlandplein 75d, 1082 LV Amsterdam – The Netherlands.

17. Disclaimer of Warranties for products acquired in the US and Canada

The Limited Warranty that appears above is the only express warranty made to you and is provided in lieu of any other express warranties (if any) created by any documentation or packaging. Except for the Limited Warranty and to the maximum extent permitted by applicable law, Déhora and its suppliers provide the Product and support services (if any) AS IS AND WITH ALL FAULTS, and hereby disclaim all other warranties and conditions, either express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to the Product, and the provision of or failure to provide support services. Also, there is no warranty or condition of title, quiet enjoyment, quiet possession, correspondence to description or non-infringement with regard to the product.

18. Exclusion of Incidental, Consequential and Certain Other Damages

To the maximum extent permitted by applicable law, in no event shall Déhora or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use the product, the provision of or failure to provide support services, or otherwise under or in connection with any provision of this EULA, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of Déhora or any supplier, and even if Déhora or any supplier has been advised of the possibility of such damages.

19. Limitation of Liability and Remedies

Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of Déhora and any of its suppliers under any provision of this EULA and your exclusive remedy for all of the foregoing (except for any remedy of repair or replacement elected by Déhora with respect to any breach of the Limited Warranty) shall be limited to the greater of the amount actually paid by you for the Product or Euro €5,00. The foregoing limitations, exclusions and above disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

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20. Note on Java Support

The product may contain support for programs written in java. Java technology is not fault tolerant and is not designed, manufactured, or intended for use or resale as online control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of java technology could lead directly to death, personal injury, or severe physical or environmental damage. Sun Microsystems, Inc. has contractually obligated Déhora to make this disclaimer.

21. Applicable Law

If you acquired this Product in The Netherlands, this EULA is governed by the laws of The Netherlands. If this Product was acquired outside The Netherlands, then local law may apply. In case of any discrepancies between the English and the Dutch text of this EULA, the latter shall prevail.

22. Entire Agreement

This EULA (including any addendum or amendment to this EULA which is included with the Product) are the entire agreement between you and Déhora relating to the Product and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Product or any other subject matter covered by this EULA. To the extent the terms of any Déhora policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control.

The following terms, available on the Déhora website, also govern and apply to your use of the product, and they are incorporated in this EULA by this reference:

- Déhora Copyright and Trademark Notice
- Déhora Website Terms of Use
- Déhora Privacy Policy
- Déhora General terms of Trade

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23. Copyright and Intellectual Property

The Product is protected by copyright and other intellectual property laws and treaties. The details of the Déhora policies regarding Copyright and Intellectual Property are given in the separate Déhora Copyright and Trademark Notice.
Déhora or its suppliers own the title, copyright, and other intellectual property rights in the Product.

24. Property of the Product

The Product is licensed, not sold.

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