MyM Licensing Agreement version 6.3

This Licensing Agreement is being entered into between Tizio B.V., a company organized and existing under Dutch law, with its registered office in Amsterdam/the Netherlands and listed with the Amsterdam Chamber of Commerce under number 33304398, hereinafter to be referred to as "*the Supplier*", on the one hand and you as *the Licensee* on the other hand.

The terms and conditions of this Licensing Agreement shall apply to all offers, legal relationships and agreements in which the Supplier provides goods and/or services of whatever nature to you. Deviations shall only be valid if they have been expressly confirmed in writing by the Supplier to the Licensee.

Article 1 Definitions
1.1 The terms beginning with a capital letter in this Licensing Agreement shall have the meaning given to them in this Article.
Interoperability: the ability of the Software to exchange information with other components of a computer system and/or computer software and to communicate through this information.
Documentation: the information furnished by or on behalf of the Supplier.
Error: substantial non-compliance with functional or technical specifications indicated by the Supplier. An Error shall only be present if the Licensee can demonstrate this and if it is reproducible. The Licensee must report an Error immediately.
License Fee: the fee which the Licensee must pay the Supplier for using the Software.
Location: the physical location where the Software may be used.
Maintenance Agreement: a separate agreement between the Licensee and Supplier regarding correcting Errors, providing a helpdesk facility and furnishing Updates.
Software: the Software in the version delivered, expressly not including Updates, upgrades, or otherwise;
Update(s): a new version of the Software in which Errors have been eliminated in whole or in part, or a change in the functionality has occurred and/or the Documentation.
Trial Version: a version of the Software, so identified, to be used only to review, demonstrate and evaluate the Software for a limited time period. The Trial Version of the Software may only be used to review and evaluate the Software. The Trial Version may have limited features, may lack the ability for the end-user to save the end product, and may cease operating after a predetermined amount of time due to an internal mechanism within the Trial Version. The Trial Version shall expire by operation of law after 30 days. Article 3.2 is not applicable to a Trial Version.
Educational Version: a version of the Software, so identified, for use by faculties of educational institutions only. Educational Versions may not be used for, or distributed to any party for, any commercial purpose.
Lab Version: a version of the Software, so identified, for use by faculties of educational institutions only which will be used for education or research purposes only. Lab Versions may only be installed on computers and networks used in the school's classrooms and computer labs. Lab Versions may not be used for, or distributed to any party for, any commercial purpose. The Lab Version shall expire by operation of law after one year. Article 3.2 and 5.1 are not applicable to a Lab Version.
Student Version: a version of the Software, so identified, for use by students only. The Student Version may have limited features. The Student Version shall not qualify for support and cannot be upgraded. Student Versions may not be used for, or distributed to any party for, any commercial purpose. The Student Version shall expire by operation of law after one year. Article 3.2 and 5.1 are not applicable to a Student Version.
Starter Version: a version of the Software, so identified, for use by residents of countries listed by the OECD as "Least Developed Country", "Other Low Income Country" or "Lower Middle Income Country" only. The Starter Version may have limited features. The Starter Version shall not qualify for support and cannot be upgraded. Starter Versions may not be used for, or distributed to any party for, any commercial purpose. Article 5.1 is not applicable to a Starter Version.

Article 2 Subject of this Licensing Agreement
2.1 The Supplier hereby grants the Licensee a non-exclusive, non-transferable license to use the Software and Documentation, which license is hereby accepted by the Licensee. The Licensee shall only be entitled to use the Software on the Computer Configuration at the Location agreed on by the parties. The Licensee shall only be entitled to Updates of the Software if the Licensee has also concluded a Maintenance Agreement with the Supplier. The Software is not intended for use in any nuclear, aviation, mass transit, medical, or other inherently dangerous applications. It shall be the Licensee's responsibility to take all appropriate fail-safe, backup,

redundancy and other measures to ensure the safe use of such applications if the Software is used for such purposes. Liability for any damage caused by such use of the Software is hereby disclaimed.

2.2 The Licensee must install the Software in accordance with the provisions in the Documentation. Any assistance by the Supplier in this respect shall be provided based on the terms and conditions of this Licensing Agreement. The Supplier shall be entitled to charge the Licensee for such assistance by it based on the rates applied by it.

Article 3 Duration of the Licensing Agreement

3.1 The Licensing Agreement has been entered into for a one-year period.

3.2 After the initial period ends, the Licensing Agreement shall automatically be extended by the same period under the same terms and conditions, unless either of the parties indicates to the other party by certified mail no later than three months before the current period expires that it does not desire any additional extension.

3.3 Both parties shall only be entitled to rescind the Licensing Agreement if the other party breaches its obligations towards it under this Licensing Agreement and the breaching party, even after receiving a written notice of default from the party harmed, still fails to fulfill its obligations under the Licensing Agreement within a reasonable period, or it is absolutely certain that the breaching party will no longer be able in any case to fulfill its obligations under the Licensing Agreement.

3.4 If, as a result of a situation of force majeure, one of the parties cannot fulfill its obligations under the Licensing Agreement for a consecutive period longer than 30 days, the other party shall be entitled to rescind the Agreement immediately by certified mail without court intervention, without any right to compensation arising for the other party.

3.5 "*Force majeure"* shall include: shortages of personnel, strikes, employee illness, late delivery and breaches by third parties utilized by the Supplier.

3.6 The Supplier shall also be entitled to rescind the Licensing Agreement immediately if one of the following situations arises or threatens to arise:

a. a petition is filed for the Licensee's bankruptcy;

b. the Licensee is declared bankrupt;

c. the Licensee is granted a temporary or permanent suspension of payments;

d. the Licensee's business is discontinued or is transferred in whole or in part to a third party.

3.7 If, at the time of rescission, the Supplier has already commenced performance in connection with execution of the Licensing Agreement, this performance and the related payment obligations cannot be revoked. Amounts which the Supplier invoiced before rescission in connection with what it has already carried out or rendered in execution of the Licensing Agreement shall, subject to the provisions in the previous sentence, continue to be owed in full and shall be immediately due and payable at the time of rescission.

3.8 If this Licensing Agreement ends for any reason whatsoever, the Licensee hereby undertakes to stop using the Software and to return the Software, including all copies thereof, to the Supplier immediately.

Article 4 Fee

4.1 The License Fee shall only be owed once. The Licensee shall pay the Supplier the License Fee within 14 days after receiving the invoice.

4.2 The taxes and levies owed on the price shall be paid by the Licensee.

4.3 The Licensee shall not be entitled to defer or set off amounts.

4.4 If the Licensee does not pay the amounts owed within the agreed period, the Licensee shall, without any notice of default being required, owe the statutory interest on the outstanding amount. If, after a notice of default, the Licensee still fails to pay the claim, the Supplier shall be entitled to charge the Licensee a fee for the extrajudicial collection work to be performed, equal to 15% of the total amount.

4.5 As the occasion arises, rights shall always be granted or transferred to the Customer on the condition that the Customer pay the agreed fees fully and in a timely manner.

Article 5 Terms and conditions of use

5.1 During the term of the Licensing Agreement, the Licensee may load, show, execute or save the Software on one copy of the Computer Configuration, insofar as this is necessary for the intended use of the Software.

Subject to the terms and conditions of this Agreement, in addition to the copy of the Software permitted in this Article 5.1, the primary user of the primary computer on which the Software is installed may make one other copy of the Software and install it on either a portable computer or a computer located at his or her home for his or her exclusive use, provided:

a. The copy of the Software on the portable or home computer (i) is not used at the same time as the copy of the Software on the primary computer and (ii) is used by the primary user solely as allowed for such version or edition (such as for educational use only),

b. The copy of the Software on the portable or home computer is not installed or used after the time such user is no longer the primary user of the primary computer on which the Software is installed, and

c. The Software was not licensed under a volume discount.

5.2 The Licensee may only use the Software and Documentation for itself.

5.3 The Licensee shall be entitled to keep or create one back-up copy of the Software, for temporary use or security purposes.

5.4 The right of use granted in Article 2.1 shall include the following restrictions:

a. The Licensee may not provide use of the Software or Documentation to third parties or use these on behalf of third parties.

b. The Licensee may not use the Software in a network environment.

c. The Licensee may not alter or adjust the Software or Documentation.

d. The Licensee may not reproduce or publish the Documentation.

e. The Licensee may not reconstruct the source code for the Software through reverse engineering. If the Licensee needs information to achieve Interoperability of the Software with its own or third-party computer software, the Licensee shall request the necessary information from the Supplier in writing, stating the reasons. The Supplier shall then inform the Licensee within a reasonable period whether the Licensee may obtain the information desired and the terms and conditions under which this shall be provided.

f. The Licensee may not remove any details concerning copyrights, trademarks, business names or other property rights (including intellectual property rights) from the Software or Documentation.

5.5 The Supplier shall be entitled to inquire into whether the Licensee is using the Software in a manner consistent with the terms and conditions of this Licensing Agreement. The Licensee hereby undertakes to cooperate in such an inquiry and to provide the Supplier access to the Location for such purpose.

5.6 The Supplier shall pay both its own costs and the Licensee's costs which are incurred in such an inquiry. If the Supplier's inquiry reveals that the Licensee is not using the Software consistent with the terms and conditions of this Licensing Agreement, all costs regarding the inquiry concerned shall be paid by the Licensee.

Article 6 Warranties

6.1 The Supplier does not warrant that the Software shall not contain any Errors or shall otherwise operate without disruption. The Supplier does warrant, however, that, for 30 days after delivery, the Software shall basically be in compliance with the description in the Documentation.

6.2 During the warranty period, the Licensee shall be entitled to have Errors corrected free of charge. Errors may also be corrected through a problem-avoidance restriction or modification of the Documentation or by furnishing an Update. After the aforementioned 30-day period expires, the Licensee shall only be entitled to have Errors corrected if a Maintenance Agreement has been concluded between the parties.

6.3 If the Supplier is unable to resolve the Errors discovered by the Licensee during the warranty period, the Supplier shall be entitled to rescind the Licensing Agreement. The provisions in Article 3.8 shall apply in that case.

Article 7 Transfer

7.1 The Licensee may not transfer the rights under this Licensing Agreement or copies of the Software to a third party. Nor may the Licensee have a third party use the Software for the Licensee's benefit.

Article 8 Intellectual property rights

8.1 The intellectual property rights regarding the Software and Documentation shall be held by the Supplier or its licensors or suppliers. The Software shall remain the property of the Supplier.

8.2 The Supplier shall indemnify the Licensee in legal proceedings which are brought against it by third parties and which are based on the assertion that use of the Software and/or Documentation infringes the intellectual property rights held by these third parties, provided:

a. the Licensee provides immediate written notice of the claim to the Supplier, and

b. the third-party claims in question:

- are not related to changes made to the Software by or on behalf of the Licensee, and/or

- are not related to use of the Software and/or Documentation in a manner which is otherwise contrary to the terms and conditions of this Licensing Agreement.

8.3 The indemnification referred to under 8.2 shall only apply if the Licensee leaves the handling of the matter, including conducting settlement negotiations, entirely to the Supplier and, upon request, fully cooperates with the Supplier.

8.4 The Licensee hereby states that, if a claim as referred to under 8.2 is brought, it agrees that the Supplier, in its discretion:

a. shall change the Software and/or Documentation (or cause it to be changed) in such a manner that it no longer infringes;

b. shall replace the Software and/or Documentation with a functionally equivalent product;

c. shall take back the Software and/or Documentation from the Licensee and pay the Licensee compensation equal to:

1. (for a License Fee which is owed only once) the purchase price after amortization, based on amortization of the entire License Fee over a five-year period, in five equal installments;

2. (for annually recurring License Fees): one times the License Fee owed periodically.

Article 9 Liability

9.1 The Supplier's liability for damage suffered by the Licensee shall, regardless of the basis thereof, be limited to at most the amount of the License Fee paid by the Licensee under the Licensing Agreement or, if the Licensee owes a periodic License Fee, the amount of the License Fee paid over the 12 calendar months preceding the date on which the event causing the damage occurred or commenced.

9.2 The Supplier shall not be liable for indirect or consequential damage. Examples of this include lost profits or lost savings.

9.3 The Licensee may only claim compensation for its damage as referred to under Article 9.1 if this is caused by a breach or tort by the Supplier and the Supplier, after receiving a properly supported notice of default from the Licensee, does not rectify the breach within a reasonable period.

9.4 Any claim by the Licensee shall be extinguished if it has not been brought within one year after the cause thereof reasonably becomes known.

Article 10 Confidentiality

10.1 The Licensee shall do everything possible to keep the Software (or a part thereof) or information regarding the Software from being disclosed or furnished to third parties. This shall not apply if the Licensee demonstrates that specific information was already publicly known, in another manner besides through the breach of this confidentiality obligation.

10.2 The Supplier may mention at any time in its advertisements, publicity or otherwise in connection with its marketing activities the fact that the Licensee is one of its clients.

Article 11 Miscellaneous provisions

11.1 By their nature, Articles 8 (Intellectual property rights), 9 (Liability), 10 (Confidentiality) and 12 (Dispute resolution and applicable law) shall continue to apply after this Licensing Agreement is terminated or rescinded.

11.2 The Licensee's general purchasing terms and conditions shall not apply.

11.3 If one or more of the provisions of this Licensing Agreement is invalid, contrary to the law or unenforceable, this shall not affect the validity of the other provisions. The parties shall consult and negotiate with each other regarding a new provision, to replace the invalid or unenforceable provision, which is as consistent as possible with the purpose of the invalid or unenforceable provision.

11.4 Notices which the parties provide each other pursuant to the Licensing Agreement shall be in writing.

11.5 Any oral promises or agreements shall not have any effect, unless they are confirmed by the Supplier in writing.

11.6 The Supplier's failure to exercise any right or to utilize any legal remedy shall not constitute a waiver of that right or legal remedy.

11.7 The Licensee shall be responsible for the selection of the Software, the use of it and the results obtained with it, including in combination with other products, such as, for example, the Computer Configuration.

Article 12 Dispute resolution and applicable law

12.1 The agreements between the Supplier and Licensee shall be governed by Dutch law. The Vienna Sales Convention 1980 shall not apply.

12.2 Disputes arising between the Supplier and Licensee in connection with an agreement concluded between the Supplier and Licensee or in connection with later agreements resulting from this shall be settled through arbitration in accordance with the Arbitration Regulations of the Foundation for the Settlement of Automation Disputes [*Stichting Geschillenoplossing Automatisering*] in The Hague, the Netherlands, without prejudice to the

parties' right to request relief in summary arbitration proceedings and without prejudice to the parties' right to take protective legal measures.

12.3 In all situations in which the Foundation for the Settlement of Automation Disputes lacks jurisdiction, the court in Amsterdam shall have jurisdiction.