

Teklynx Newco SAS Software License Agreement

Teklynx Newco SAS (hereafter "Teklynx") or its affiliated companies hereby grant you a non-exclusive, nontransferable license to use this software and the accompanying documentation according to the terms set out in this document.

To know the concessions and conditions of your license please refer to the corresponding section which concerns your software, which appears on the invoice attached:

- 1 - Software destined for a classical physical computer, non-virtualized: see section 1 "Software for physical computer"
- 2 - Software destined for a virtual hardware system (or otherwise emulated in any other way): see section 2 "Software for Virtual Machine"

1 - SOFTWARE FOR PHYSICAL COMPUTER

This section covers traditional software, intended for a non-virtualized physical machine.

1.1 LICENSE GRANT

You may

- 1) install and use the software on the number of computers covered by invoices for this license from Teklynx, which are hereby incorporated by reference;
- 2) use and transmit the software on a network within a site if authorized by an invoice from Teklynx; and
- 3) make copies of the software in machine readable form for backup purposes only.

1.2 LICENSING CONDITIONS -

A - You may not:

1. modify, adapt, translate, reverse engineer, decompile, disassemble, create derivative works based on, or copy (except for the backup copy) the software or the accompanying documentation;
2. rent, transfer or grant any rights in the software or accompanying documentation without the prior, express written consent of Teklynx;
3. remove any proprietary notices, labels, or marks on the software and accompanying documentation;
4. install and use the license on several computers at the same time.

B - Hardware Key protection.

If you obtained your license with a Hardware Key protection and your hardware key is damaged, lost or stolen the license is no longer valid. You will need to acquire a new license.

C - Software Key Standard Offline protection.

If you obtained your license with a Software Key Standard Offline protection, you can install and use one copy of the software on one computer. Before you use the software under a license, you must assign that license to one computer. That computer is the "licensed computer." A hardware partition or blade is considered to be a separate computer.

You can perform a maximum of 5 (five) license transfers by voluntarily moving the license from one computer to another using the tools provided for this purpose.

If the licensed computer is damaged, lost or stolen the license is no longer valid. You will need to acquire a new license.

D - Software Key Standard Online protection.

If you obtained your license with a Software Key Standard Online protection, you can install and use one copy of the software on one computer. Before you use the software under a license, you must assign that license to one computer. That computer is the "licensed computer." A hardware partition or blade is considered to be a separate computer.

With Software Key Standard Online protection you can:

- Transfer the license to another computer by voluntarily moving the license from one computer to another using the tools provided for this purpose. This action can be performed a maximum of 5 (five) times.
- Activate the license on a new computer if the licensed computer is damaged, lost or stolen. In this case, the license that was assigned to the former licensed computer will no longer be valid. This action can be performed a maximum of 2 (two) times.

With Software Key Standard Online protection the licensed computer must be permanently connected to internet. If the software cannot access the Teklynx end user license validation website, your software may stop running at any time.

E – Software Key Platinum protection.

If you obtained your license with a Software Key Platinum protection, you can install and use one copy of the software on one computer. Before you use the software under a license, you must assign that license to one computer. That computer is the “licensed computer.” A hardware partition or blade is considered to be a separate computer.

With Software Key Platinum protection you can:

- Transfer the license to another computer by voluntarily moving the license from one computer to another using the tools provided for this purpose. This action can be performed a maximum of 7 (seven) times.
- Activate the license on a new computer if the licensed computer is damaged, lost or stolen. In this case, the license that was assigned to the former licensed computer will no longer be valid. This action can be performed a maximum of 4 (four) times.

With Software Key Platinum protection the licensed computer must be connected to internet when the software is installed and each time the application is started.

F - Subscription Software.

If you licensed the software on a subscription basis, your rights to use the software are limited to the subscription period. You may have the option to extend your subscription. If you extend your subscription, you may continue using the software until the end of your extended subscription period. See the software activation screens or other accompanying materials for subscription details. After the expiration of your subscription, most features of the software or the entire software may stop running.

G – Validation.

A validation check may from time to time be performed on the software. Validation verifies that the software is properly licensed. If the software is not properly licensed, the functionality of the software may be affected and the software may not run. For example, you may need to acquire a new license and reactivate the software.

H – Transmission of information.

The software may from time to time send technical information to Teklynx. This may happen for example during Software Activation, License Transfer or Validation, and during the use of the Software.

BY USING THE SOFTWARE, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION.

2 – SOFTWARE FOR VIRTUAL MACHINE

This section covers software destined for a virtual hardware system (or otherwise emulated in any other way).

2.1 LICENSE GRANT

You may

- 1) install and use the software on the number of virtual machines covered by invoices for this license from Teklynx, which are hereby incorporated by reference;
- 2) use and transmit the software on a network within a site if authorized by an invoice from Teklynx; and
- 3) make copies of the software in machine readable form for backup purposes only.

2.2 LICENSING CONDITIONS -

A - You may not:

1. modify, adapt, translate, reverse engineer, decompile, disassemble, create derivative works based on, or copy (except for the backup copy) the software or the accompanying documentation;
2. rent, transfer or grant any rights in the software or accompanying documentation without the prior, express written consent of Teklynx;
3. remove any proprietary notices, labels, or marks on the software and accompanying documentation;
4. install and use the license on several virtual machines at the same time.

B - Hardware Key protection.

If you obtained your license with a Hardware Key protection and your hardware key is damaged, lost or stolen the license is no longer valid. You will need to acquire a new license.

C - Software Key Standard Offline protection.

If you obtained your license with a Software Key Standard Offline protection, you can install and use one copy of the software on one virtual machine. Before you use the software under a license, you must assign that license to one virtual machine. That virtual machine is the “licensed virtual machine.”

You can perform a maximum of 5 (five) license transfers by voluntarily moving the license from one virtual machine to another using the tools provided for this purpose.

If the licensed virtual machine is damaged, lost or stolen the license is no longer valid. You will need to acquire a new license.

D - Software Key Standard Online protection.

If you obtained your license with a Software Key Standard Online protection, you can install and use one copy of the software on one virtual machine. Before you use the software under a license, you must assign that license to one virtual machine. That virtual machine is the "licensed virtual machine."

With Software Key Standard Online protection you can:

- Transfer the license to another virtual machine by voluntarily moving the license from one computer to another using the tools provided for this purpose. This action can be performed a maximum of 5 (five) times.
- Activate the license on a new virtual machine if the licensed virtual machine is damaged, lost or stolen. In this case, the license that was assigned to the former licensed virtual machine will no longer be valid. This action can be performed a maximum of 2 (two) times.

With Software Key Standard Online protection the licensed virtual machine must be permanently connected to internet. If the software cannot access the Teklynx end user license validation website, your software may stop running at any time.

E – Software Key Platinum protection.

If you obtained your license with a Software Key Platinum protection, you can install and use one copy of the software on one virtual machine. Before you use the software under a license, you must assign that license to one virtual machine. That virtual machine is the "licensed virtual machine."

With Software Key Platinum protection you can:

- Transfer the license to another virtual machine by voluntarily moving the license from one virtual machine to another using the tools provided for this purpose. This action can be performed a maximum of 7 (seven) times.
- Activate the license on a new virtual machine if the licensed virtual machine is damaged, lost or stolen. In this case, the license that was assigned to the former licensed virtual machine will no longer be valid. This action can be performed a maximum of 4 (four) times.

With Software Key Platinum protection the licensed virtual machine must be connected to internet when the software is installed and each time the application is started.

F - Subscription Software.

If you licensed the software on a subscription basis, your rights to use the software are limited to the subscription period. You may have the option to extend your subscription. If you extend your subscription, you may continue using the software until the end of your extended subscription period. See the software activation screens or other accompanying materials for subscription details. After the expiration of your subscription, most features of the software or the entire software may stop running.

G – Validation.

A validation check may from time to time be performed on the software. Validation verifies that the software is properly licensed. If the software is not properly licensed, the functionality of the software may be affected and the software may not run. For example, you may need to acquire a new license and reactivate the software.

H – Transmission of information.

The software may from time to time send technical information to Teklynx. This may happen for example during Software Activation, License Transfer or Validation, and during the use of the Software.

BY USING THE SOFTWARE, YOU CONSENT TO THE TRANSMISSION OF THIS INFORMATION.

3- NATURE OF THIS AGREEMENT - This license is not a sale. License fees paid by you, if any, are in consideration of the licenses granted under this Agreement. Title and copyrights to the software, accompanying documentation, and any copy made by you, remain the property of Teklynx or its suppliers. Unauthorized copying of the software or the accompanying documentation, or failure to comply with the above restrictions, shall automatically terminate this license, without further notice, and terminate your rights to use the software, and Teklynx shall, in addition to its other legal remedies, be entitled to its reasonable attorney fees.

4- LIMITED WARRANTY - Teklynx warrants that, for a period of ninety (90) days from the date of delivery to you as evidenced by a copy of your receipt, the software, as furnished, under normal use, will perform without significant errors that make it unusable. Teklynx's entire liability and your exclusive remedy under this warranty (which is subject to you returning the software to Teklynx) will be, at the option of Teklynx, to attempt to correct or help you around errors, to replace the software with functionally equivalent software, or to refund the license fee of the software and terminate this Agreement.

EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, Teklynx MAKES AND YOU RECEIVE NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR IN ANY COMMUNICATION WITH YOU, AND Teklynx

SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Teklynx DOES NOT WARRANT THAT THE OPERATION OF THE PROGRAM WILL BE UNINTERRUPTED OR ERROR FREE.

Some states/provinces/countries do not allow the exclusion of implied warranties so the above exclusions may not apply to you. This warranty gives you specific legal rights. You may also have other rights which vary in your state/province/country.

5- LIMITATION OF LIABILITY - IN NO EVENT WILL Teklynx BE LIABLE FOR ANY DAMAGES, INCLUDING LOSS OF DATA, WHEN LOADING THIS SOFTWARE OR OTHERWISE, OR LOST PROFITS, COST OF COVER OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING FROM THE USE OF THE PROGRAM OR ACCOMPANYING DOCUMENTATION, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF Teklynx HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Some states/provinces/countries do not allow the limitation or exclusion of liability for incidental, or consequential damages, so the above limitation may not apply to you.

6- APPLICABLE LAW -

a. If you acquired the software in the Americas (North America, Central America and the Caribbean, South America), this Agreement shall be governed by, and interpreted under, the laws of the State of Wisconsin, USA. If you acquired the software in the United States of America, you acknowledge that U.S. law and regulations may restrict the export/re-export of the software. You agree not to export/re-export the software or portions thereof in any form without the appropriate U.S. and foreign government licenses. This obligation shall survive and continue after this Agreement terminates.

b. If you acquired the software in Europe, the Middle East, Africa, Asia or Oceania, this Agreement shall be governed by, and interpreted under, the laws of France.

7- ENTIRE AGREEMENT - This Agreement is the entire agreement between the parties and supersedes any other communications or advertising with respect to the software and accompanying documentation. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.