This is a legally binding agreement ("Agreement") between you - the company on behalf of which *Soft***Rules**® will be used under this Agreement - (hereinafter referred to as "you" or as "End User") and Comparity B.V., a limited liability company trading under the name "Comparity", established under the laws of the Netherlands with registered office at Rijtuigweg 12 (4611 EL) Bergen op Zoom, the Netherlands – the company providing *Soft***Rules**® to End-User under this Agreement.

This Agreement grants you certain rights to download, install and use *Soft***Rules**® according to the terms and conditions hereinafter specified. If you do not agree to the terms of this Agreement, you should not make use of *Soft***Rules**®; by making use of *Soft***Rules**®, you agree to be bound by the terms of this Agreement.

Accessing or otherwise utilizing *Soft***Rules**® and/or clicking on the "I Agree" check box/button which is part of the set up procedure will confirm, both separately and individually, and (in so far as necessary) evidence your acceptance of these terms and conditions and the constitution of this Agreement. Your company official that accesses or otherwise utilises *Soft***Rules**® and/or clicks on the "I Agree" check box/button must be fully authorized to represent the company.

If you do not agree to the terms of this Agreement, you should not install or use *Soft***Rules**®; by installing *Soft***Rules**®, you agree to be bound by the terms of this Agreement.

1. Definitions

1.1. Documentation: refers to the standard user guide (and all revisions thereof) relating to *Soft***Rules**®, excluding the source code and technical and functional design material.

1.2. *Soft***Rules**®: refers to the download version as made available by Comparity of its proprietary software *Soft***Rules**® in object code including its Documentation to End-Users, without providing End-User with a physical data medium on which *Soft***Rules**® is stored.

2. *Soft***Rules**® - rights and restrictions

2.1. Subject to the terms and conditions of this Agreement Comparity grants to End-User a non-exclusive and non sub-licensable right to download, install and use *Soft***Rules**® and Documentation solely for the End-Users' own internal business purposes. The End-User has to ensure that its personnel shall abide by these terms and conditions.

2.2. The right to download, install and use as meant in article 2.1 is granted under the condition that End-User has paid any indebted amount.

2.3. End-User shall pay Comparity a yearly subscription license and maintenance fee as set out in http://www.softrules.com/pricing. Payments are due and payable within fourteen (14) calendar days from the invoice date.

2.4. As soon as the indebted fee as meant in article 2.3, has been paid by the End-User to Comparity, Comparity will provide End-User with a license key to the agreed *Soft***Rules**®. End-User will be held responsible for any misuse thereof.

2.5. All prices, charges and other sums payable by End-User to Comparity under the Agreement are in euro's and exclusive of VAT.

2.6. The right to download, install and use is restricted to the standard functionalities of *Soft***Rules**® as described in the Documentation.

2.7. After installation of one copy of *Soft***Rules**® pursuant to this Agreement you may keep the license key as provided under this Agreement solely for archival purposes or reinstallation of the *Soft***Rules**® on the same computer as *Soft***Rules**® was previously installed on.

2.8. The source code and the technical and functional design material will on no account be provided to the End-User.

2.9. The license granted herein is granted solely to the entity set forth herein, and not, by implication or otherwise, to any parent, subsidiary or affiliate of such entity.

2.10. End-User may not use or allow access to *Soft***Rules**® except as explicitly permitted under this Agreement. All rights not explicitly granted hereunder are reserved to Comparity.

2.11. End-User will on request immediately give his full cooperation to a by or on behalf of Comparity conducted audit regarding the compliance of End-User to the terms and conditions as set forth in this Agreement.

2.12. *Soft***Rules**® is delivered to End-User and accepted by End-User "as is". The *Soft***Rules**® has been developed to work substantially in accordance with the Documentation. Comparity does not warrant that *Soft***Rules**® will meet all of End-User's requirements or that the use of *Soft***Rules**® will be uninterrupted, faultless, disturbance free or free of any other imperfections.

2.13. Comparity has to its reasonable commercial efforts ensured that *Soft***Rules**® shall perform substantially the functions described in the accompanying Documentation provided by Comparity.

3. Support & maintenance

3.1. During the term of this Agreement Comparity shall provide maintenance services to End-User regarding *Soft***Rules**®.

3.2. All maintenance services are provided in the Netherlands between 09:00 and 17:00 hours on workdays (Monday through Friday with the exception of national holidays).

3.3. The maintenance obligation shall include the following activities in accordance with these terms and conditions:
   a. rectification of errors in *Soft***Rules**® ; and
   b. provision of maintenance releases and/or new releases and/or new versions of *Soft***Rules**® at Comparity's discretion.

3.4. Comparity shall issue advice by telephone, e-mail or online on the use and operation of *Soft***Rules**®. Comparity may impose conditions in relation to the qualifications and the number of contacts who are eligible for support.

3.5. Comparity shall deal with properly substantiated requests for support and maintenance within a reasonable period of time, no later than three (3) Workdays from receiving such call and in accordance with its standard procedures. Support and maintenance shall only be provided on Workdays.

3.6. Except where agreed otherwise in writing, Comparity shall not be

obliged to carry out data conversion.

3.7. Comparity shall make every commercially reasonable effort to ensure that the support and maintenance services are provided with due care.

3.8. Comparity shall make every commercially reasonable effort to rectify reproducible errors in *Soft**Rules**®* in accordance with its standard procedures, following receipt of a detailed report of such errors upon identification thereof. The results shall be made available to the End-User in a manner and at a time to be determined by Comparity, depending on the degree of urgency. Comparity shall be entitled to install temporary solutions, workarounds or problem-avoiding restrictions in the *Soft**Rules**®*.

3.9. End-User shall install, set up, parameterise and tune *Soft**Rules**®*, the corrected *Soft**Rules**®* or the new version of *Soft**Rules**®* provided, and adapt the hardware used and operating environment where necessary. Comparity does not guarantee that *Soft**Rules**®* will operate with no interruptions, errors or defects or that all errors and defects will be rectified.

3.10. If Comparity carries out the support and maintenance work online, the End-User shall for its part ensure that the proper infrastructure and telecommunication facilities are in place in a timely manner. Comparity shall be entitled to suspend or limit the support and maintenance services if the End-User's infrastructure and telecommunication facilities do not meet the requirements which can be normally be expected thereof and/or imposed by Comparity.

3.11. The End-User shall lend any cooperation required by Comparity regarding the provision of the support and maintenance services, including the temporary suspension of use of *Soft**Rules**®* by the End-User if Comparity deems this to be necessary. If the End-User fails to lend the cooperation requested, Comparity may suspend or limit the support and maintenance services.

3.12. If Comparity is providing services on the basis of information to be provided by the End-User, this information shall be prepared in accordance with the conditions to be imposed by Comparity and provided at the risk and expense of the End-User. The End-User shall at all times guarantee that all materials, information, *Soft**Rules**®*, procedures and instructions that it makes available to Comparity for the purpose of providing the services is accurate and complete and that all data carriers issued to Comparity meet Comparity's specifications.

3.13. Once six (6) calendar months have passed since the date on which Comparity provided an improved version of *Soft**Rules**®*, Comparity shall no longer be obliged to rectify any errors in the previous version or to provide support and/or carry out support and maintenance services in relation to the previous version.

3.14. Comparity may copy functionality from a previous version of *Soft**Rules**®* unchanged, however it does not guarantee that each new version will incorporate the same functionality as the previous version. Comparity shall not be obliged to maintain, change or add certain features or functionalities of *Soft**Rules**®* specifically for the End-User.

3.15. Comparity may require the End-User to adapt its system (hardware, *Soft**Rules**®*, etc.) if this is necessary in order to ensure the proper

functioning of a new version of the *Soft***Rules**®.

3.16. The maintenance of *Soft***Rules**® shall not include the rectification of errors, defects or shortcomings arising from or related to:

   a. usage errors or the improper use of *Soft***Rules**®, including errors that occur during the data input process or in the data itself;

   b. changes to *Soft***Rules**® other than those carried out by or on behalf of Comparity;

   c. use of *Soft***Rules**® contrary to these terms and conditions or contrary to the instructions in the user documentation;

   d. the use of an older version of SoftRules® that is no longer maintained by Comparity;

   e. the recovery of scrambled or lost data;

   f. other causes that are not attributable to Comparity.

3.17. In the event Comparity at its own discretion and to its reasonable efforts does provide support and maintenance services regarding errors, defects or shortcomings arising from or related to aforementioned sub a up to sub f, Comparity shall be entitled to invoice the costs of such services on a time and material basis in accordance with its than applicable standard rates.

4. Intellectual Property rights

4.1. Comparity and/or its licensors is the sole owner and shall remain the sole owner of all rights, title and interest in *Soft***Rules**®, Documentation and all preparatory design material now or hereafter subject to this Agreement and of all patents, trademarks, trade names, inventions, copyright, know how, materials and trade secrets relating to the design, operation, or maintenance of *Soft***Rules**®. On no account will such rights be transferred to End-User.

4.2. End-User will not remove, obscure, or alter any of the existing copyright notices, trademarks, or other propriety rights notices contained within *Soft***Rules**® and/or affixed to any material provided to End-User with regard to *Soft***Rules**®.

4.3. End-User agrees that Comparity at its sole option has the right to defend or at its option to settle any claim, suit or proceeding brought against End-User on the issue of infringement of any copyright, trademark or any patent of *Soft***Rules**® distributed hereunder or the use thereof subject to the limitations hereafter set forth:

4.4. Comparity or its suppliers shall have sole control of any such action or settlement negotiations;

4.5. End-User agrees that Comparity, at their sole option, shall be released from the foregoing obligations unless End-User:

   a. notifies Comparity promptly in writing of such claim, suit or proceeding; and

   b. gives Comparity authority to proceed as contemplated herein; and

   c. gives Comparity or its suppliers, at its sole discretion, proper and full information and assistance to settle and/or defend any such claim, suit or proceedings.

4.6. The foregoing notwithstanding, Comparity will not defend End-User under this Agreement with respect to claims arising out of any default by End-User and/or his employees or where the claim results from the improper download, installation or use of *Soft***Rules**® or its use with items not approved by Comparity.

4.7. If *Soft***Rules**®, or any part thereof, are, or in the opinion of Comparity may become the subject of any claim, suit or proceeding for

infringement of any patent, copyright or trademark, or if it is adjudicated that *Soft***Rules**® or any part thereof infringe any copyright or trademark or patent, or if the use of *Soft***Rules**®, or any part thereof is, as a result, enjoined, then Comparity may as sole remedy, at its sole discretion and expense or through a third party:

a. procure for End-User the right under such copyright to use, as appropriate, *Soft***Rules**® or such part thereof; or

b. replace *Soft***Rules**® or such part thereof with other suitable *Soft***Rules**® or parts; or

c. revoke *Soft***Rules**® or any part thereof supplied and credit the fee as paid by End-User in the year *Soft***Rules**® is revoked, on the deduction of a reasonable users' fee.

4.8. Notwithstanding the provisions of this section, Comparity assumes no liability for:

a. any infringement claims with respect to any product in or with which any of *Soft***Rules**® may be used;

b. any trademark infringements involving any marking or branding not applied by Comparity; nor

c. the modification of *Soft***Rules**®, or any part thereof, unless such modification is made by Comparity; nor

d. the combination of the Software with any other software product not being a software product of Comparity or its suppliers, except where *Soft***Rules**® itself infringes any intellectual property rights of third parties;

e. in connection with the performance or non performance by End-User and/or his employees and/or his subcontractors.

5. Confidentiality

5.1. Each Party agrees to use the Confidential Information only for purposes of this Agreement, and not to otherwise use or disclose to others any such information other than in instances where they are legally required to do so. Confidential Information means all information about or pertaining to the business of the other Party earmarked by such Party as confidential or which could reasonably be understood to be of a confidential nature.

6. Force Majeure

6.1. Neither Party shall be held liable for failure or delay in performing any of its obligations under this Agreement, if such failure or delay is caused by or results from an event of Force Majeure including, without limitation, acts of God, or anything other outside the reasonable control of a Party including a force majeure of the suppliers of Comparity.

7. Term and Termination

7.1. Without prejudice to the further provisions in this article 7, this Agreement shall enter into force upon accessing or otherwise utilizing *Soft***Rules**® and/or clicking on the "I Agree" check box/button which is part of the set up procedure and shall remain in force for an indefinite period of time, unless

a. terminated by End-User by written notification;

b. terminated by Comparity with immediate effect and without any intervention of a court by sending written notice to the End-User in the event the End-User fails to comply with one or more of the terms and conditions of this Agreement and this failure

continues after Comparity has properly declared the End-User in default stating a reasonable period in which to remedy the failure and End-User still not meets such terms and conditions after this period. Such notice of default is not required if compliance with such terms and conditions is rendered permanently impossible. In the event End-User fails to fulfill its payment obligation, End-User will be in default the moment the payment period as stated in article 2.3 expires without Comparity having to send a notice of default.

8. Consequences of Termination

8.1. End-User will not be entitled to any refund or reimbursement whatsoever of any amounts paid to Comparity pursuant to this Agreement following the termination of this Agreement.

8.2. In the event of termination End-User is required to
   a. immediately stop all use being made of *Soft***Rules**® and Documentation;
   b. be obliged to remove the *Soft***Rules**® and Documentation from the system it is used on; and
   c. delete all copies of *Soft***Rules**® and Documentation it has made.

8.3. End-User will pay Comparity all fees and other amounts due and owing to Comparity at the time of termination.

8.4. End-User will return all Confidential Information in its possession to Comparity.

9. Limitation of liability

9.1. Comparity shall not be liable under this Agreement to End-User for any loss of profits, loss of revenues, loss of anticipated savings, loss of opportunity, loss of goodwill, and accidental, special, indirect or consequential loss.

9.2. The total aggregated liability of Comparity under this Agreement for direct damages explicitly including any damages as a result of or in connection to an agreed upon guarantee, warranty or indemnification, shall never exceed the subscription fees paid to Comparity by End-User in the six (6) consecutive months prior to the claim arising, whichever is the lesser amount. End-User shall substantiate such damage and shall give evidence for such damage.

9.3. The limitations referred to in sections 9.1 and 9.2 shall not apply if the damage has arisen from gross negligence or willful intent of Comparity.

9.4. Comparity's liability shall not arise unless End-User forthwith and properly declares Comparity in default in writing, stating a reasonable period in which to remedy the failure, and Comparity continues, and can be blamed for continuing, to fail in the fulfillment of its obligations even after such period. The notice of default must specify the failure in as much detail as possible, so that Comparity will be able to react adequately.

9.5. Parties agree that this liability limitation is reasonable within the context of the other terms and conditions.

10. General provisions

10.1. No amendment or alteration to this Agreement is valid unless countersigned by the authorized signatories of both parties.

10.2. Failure by either Party at any time to require performance of any obligation under this Agreement or to enforce any provision of this Agreement shall neither be

construed as a waiver of any right or remedy under said agreement nor in any way affect the validity of this Agreement.

10.3. No waiver shall be effective unless given in writing and no waiver of a breach of this Agreement shall constitute a waiver of any preceding or subsequent breach.

10.4. All documents required by this Agreement to be given to either party will be sent by certified or registered mail to its address on the first page of this Agreement, or to such other address or addresses as may be specified from time to time in a written notice given by such party to the other hereunder, or by email with confirmation of receipt to the specified email address of such Party. Both Parties agree to acknowledge receipt of any notice delivered in person.

10.5. Each provision of this Agreement is severable and, if one or more provisions are declared invalid, the remaining provisions of the Agreement will remain in full force and effect.

10.6. Comparity shall be entitled to assign, transfer, mortgage, or otherwise dispose of any of its rights and obligations under this Agreement to any third party.

10.7. The Parties represent that they have obtained their respective corporate approval for the execution of this Agreement, and that their respective signatories herein are their duly authorized representatives who can bind them into this Agreement.

11. Governing law and jurisdiction

11.1. Laws of the Netherlands will govern this Agreement.

11.2. Without prejudice to the right of the Parties to institute arbitral interim injunction or the right of Parties to seize property before judgment, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination shall be exclusively referred to arbitration in accordance with the Arbitration Regulation of the Foundation for the Settlement of Automation Disputes (SGOA), with registered office at The Hague (see www.sgoa.eu).

11.3. The decision and award of such arbitration shall be final and may be implemented in any country.