

## MPDV License and Professional Services Terms and Conditions

The following terms and conditions (the “**Terms and Conditions**”) will exclusively govern all Orders for Software and Professional Services placed by the purchasing party identified in such Order (“**Customer**”) and MPDV USA, Inc. (“**MPDV**”).

### 1. Definitions

- 1.1. “**Acceptance Testing**” has the meaning set forth in Section 5.
- 1.2. “**Confidential Information**” means any and all non-public scientific, technical, financial, regulatory or business information, or data or trade secrets in whatever form (written, oral or visual) that is (a) furnished or made available by or on behalf of one party (the “**Discloser**”) to the other (the “**Recipient**”); and (b) if Customer is the Discloser, such information (i) if in tangible form, is labeled in writing as proprietary or confidential; or (ii) if in oral or visual form, is identified as proprietary or confidential at the time of disclosure or within fifteen (15) days after such disclosure. Confidential Information of MPDV includes (A) the Software and the Documentation. Without limiting the foregoing, MPDV’s Confidential Information includes (A) the Software (both Object Code and Source Code), the Documentation, the Work Product, all Intellectual Property and/or Intellectual Property Rights related to any of the foregoing, and all feedback, performance information and perceived flaws relating to the Software will be considered the Confidential Information of MPDV; (B) development and marketing plans, regulatory and business strategies, financial information, and forecasts of MPDV; and (B) all information of third parties that MPDV has an obligation to keep confidential, whether or not, in each case, such materials or information are marked or identified as confidential.
- 1.3. “**Documentation**” means all written material provided by or on behalf of MPDV to Customer in connection with the Software or Professional Services.
- 1.4. “**Excluded Components**” has the meaning set forth in Section 2.4.
- 1.5. “**Intellectual Property Rights**” means, collectively, all worldwide intellectual property rights in and to any works of authorship, moral rights, trademarks, patents, copyrights, trade secrets and design rights.
- 1.6. “**License Term**” means the term of a given Software license as set forth in an Order.
- 1.7. “**Object Code**” means the fully compiled version of a software program that can be executed by a computer and used without further compilation.
- 1.8. “**Order**” has the meaning set forth in Section 4.1.
- 1.9. “**Party**” means MPDV or Customer; “**Parties**” means, collectively, MPDV and Customer.
- 1.10. “**Personnel**” means MPDV’s employee or contractor engaged in delivering Professional Services under an Order
- 1.11. “**Professional Services**” means the specific services to be rendered by MPDV to Customer in connection with the installation or configuration of Software as set forth in the applicable Order.
- 1.12. “**Quotation**” means a quotation or proposal for Software licenses and/or Professional Services from Customer to MPDV, which will include (i) the Software being licensed, (ii) the License Term for such Software, (iii) processing for identifying the Professional Services to be provided, acceptance testing protocols and specifications that must be met for acceptance; (iv) any Hardware or other materials being provided by MPDV, and (v) the fees payable by Customer for the foregoing
- 1.13. “**Software**” means the Object Code form of the software licensed under these Terms and Conditions.
- 1.14. “**Source Code**” means the human-readable version of a software program that can be compiled into Object Code, including programmer’s notes and materials and documentation, sufficient to allow a reasonably skilled programmer to understand the design, logic, structure, functionality, operation

and features of such software program and to use, operate, maintain, modify, support and diagnose errors pertaining to such software program.

- 1.15. “**Work Product**” means work or materials generated by MPDV as part of the Professional Services and provided by MPDV to Customer under an Order, and all related Intellectual Property Rights.

### 2. License; Exclusions.

- 2.1. **Software License.** The Software is licensed, not sold, by MPDV to Customer. Subject to the remainder of these Terms and Conditions, MPDV grants to Customer for the License Term identified in an Order (and if no term is specified, for one (1) year) a non-exclusive, nontransferable, non-sublicensable license for its employees or contractors to execute and run the Software identified in such Order in Object Code form and to use the Documentation for Customer’s internal business purposes. Customer is authorized to make back-up copies of the Software and Documentation, provided that such copies will be preserved from any unauthorized use and in all the cases such copies will be deemed Confidential Information of MPDV.
- 2.2. **Work Product License.** Subject to the remainder of these Terms and Conditions, MPDV grants to Customer for the License Term identified in an Order (and if no term is specified, for one (1) year) a non-exclusive, nontransferable, non-sublicensable license for its employees or contractors to use the Work Product solely in connection with its use of the Software in compliance with Section 2.1.
- 2.3. **Limitations.** Customer will not, and will not permit any third party to (a) modify, adapt, alter, translate, or create derivative works from the Software or Documentation, nor merge the Software or Documentation with other software or documentation, (b) perform or attempt to perform any kind of reverse engineering, decompilation, disassembling of the Software, or access any of its components, including databases, or otherwise attempt to derive the Source Code, (c) use the Software or Documentation for any illegal activity or malicious attack, (d) use the Software or Documentation to provide software-related services to third parties, whether as a service bureau, application service provider, or otherwise, (e) combine the Software or Documentation with any other software or documentation (including open source software), (f) use the Software, Documentation or these Terms and Conditions for a competitive analysis or for any other purpose than as contemplated hereby, (g) copy the Software in whole or in part, or (h) move or transfer the Software from the designated locations, except as permitted in these Terms and Conditions or as otherwise agreed in writing by MPDV.
- 2.4. **Excluded Components.** In addition, the Software may include certain software owned or controlled by third parties, including open-source software and other freely available software and material (“**Excluded Components**”). The Excluded Components included in the Software are listed in the Documentation accompanying the Software. Notwithstanding anything to the contrary in these Terms and Conditions, the Excluded Components are governed by the terms and conditions of the applicable license and/or notice provided by the third-party authors, contributors and suppliers of the Excluded Components (the “**Suppliers**”), and MPDV has no responsibility or liability of any kind related to such Excluded Components. The Suppliers’ licenses and other notices (including instructions for obtaining Source Code for certain Excluded Components), are included in the Documentation accompanying the Software or in a README file accompanying the Software. Customer agrees to comply with all such licenses and other notices. Further, and notwithstanding any of the terms of these Terms and Conditions

or any other agreement Customer may have with MPDV (a) THE SUPPLIERS PROVIDE THE EXCLUDED COMPONENTS WITHOUT WARRANTIES OF ANY KIND AND SUCH SUPPLIERS DISCLAIM ANY AND ALL EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF TITLE, NON-INFRINGEMENT OR INTERFERENCE AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE EXCLUDED COMPONENTS; and (b) in no event are the Suppliers liable for any direct, indirect, incidental, special, exemplary, punitive or consequential damages, including, but not limited to lost data, lost savings and lost profits, with respect to the Excluded Components.

2.5. **Hardware.** If an Order includes the provision by MPDV to Customer of any hardware (the "Hardware"), the terms of this Section 2.5 will apply:

(a) **Delivery and Installation.** Subject to Customer's payment of all required fees, delivery of Hardware will occur Ex Works (Incoterms 2010) at MPDV's point of shipment to a common carrier, whereupon title in the Hardware and risk of loss will pass to Customer. Customer will be responsible for all freight, handling and insurance charges.

(b) **Manufacturer's Warranty; Disclaimer of Warranty.** MPDV will use commercially reasonable efforts to pass through to Customer any warranties provided by the manufacturer of the Hardware. CUSTOMER ACKNOWLEDGES AND AGREES THAT MPDV IS NOT THE MANUFACTURER OF THE HARDWARE AND THAT, AS BETWEEN CUSTOMER AND MPDV, THE HARDWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. MPDV SPECIFICALLY DISCLAIMS ALL WARRANTIES; EXPRESS, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT IN RELATION TO THE HARDWARE. EXCEPT FOR THE OBLIGATION TO ATTEMPT TO PASS THROUGH THE MANUFACTURER'S WARRANTY STATED IN THE FIRST SENTENCE OF THIS SECTION 2.5(b), MPDV WILL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR THE HARDWARE.

2.6. **Audit Rights.** MPDV may audit Customer's use of the Software and Documentation by monitoring or reviewing Customer's installation, storage and use of the Software by reasonable request. Customer acknowledges and agrees that the Software may contain internal controls to verify the proper use of the Software in compliance with these Terms and Conditions, and which may prevent the Software from working properly if the granted license is exceeded.

### 3. Professional Services.

3.1. **In General.** MPDV will perform the Professional Services specified in an Order at the Customer location referenced in such Order. MPDV will have no obligation to comply with any change in the Professional Services unless and until the Parties have agreed in writing to the scope of the change and any adjustment in the fee and/or time for performance. MPDV will provide appropriately qualified Personnel to perform the Professional Services. The Personnel will perform the Professional Services in a timely and professional manner, during normal business hours, exercising due skill and care and will use reasonable endeavors to meet any mutually agreed to target dates. The Professional Services are provided at Customer's request and Customer accepts that it is responsible for ensuring that the Professional Services are suitable for its own needs.

3.2. **Customer Obligations.** Customer will pay for the Professional Services and associated expenses under the terms of these Terms and Conditions and the applicable Order. Customer will,

at its expense, prepare the location for installation in accordance with the requirements and specifications set forth in the Documentation prior to delivery, will provide MPDV with all information and help reasonably required by MPDV and will make available such of its own appropriately qualified staff as may be reasonably required to assist MPDV with the performance of Professional Services, including (i) providing the applicable Personnel with such computer facilities, and office facilities at its premises as may be reasonably be necessary to enable the Personnel to perform the Professional Services; (ii) providing access to those areas of Customer's premises that are required for performance of Professional Services; (iii) authorizing the applicable Personnel to have access to those computer systems and applications to which it is reasonably necessary to have access for the provision of the Professional Services; and (iv) Customer will take reasonable steps to ensure the health and safety of Personnel while they are at Customer's premises. Customer is solely responsible for obtaining and maintaining all components, including all hardware, software and Internet connections, required for operation of the Software as set forth in the Documentation. Notwithstanding anything to the contrary in these Terms and Conditions, MPDV will have no liability to Customer for any failure of the Software to perform as expected resulting directly or indirectly from Customer's failure to comply with its obligations under this Section 3.2.

3.3. **Additional Support.** The Professional Services identified in an Order constitute all the services MPDV is obligated to provide in connection with the Software licensed under such Order and these Terms and Conditions. If Customer desires to obtain additional services, including support and maintenance services, in connection with the Software licensed by Customer, such services will be the subject of a separate agreement between MPDV and Customer.

### 4. Order Acceptance; Fees and Payment Terms.

4.1. **Orders.** When accepted by MPDV, a Quotation plus any additional documentation as may be required by MPDV will constitute a binding order, will be non-cancellable by Customer, and will be deemed incorporated into these Terms and Conditions by this reference (each, an "Order"). MPDV is not required to accept an Order.

4.2. **Fees and Payment.** The fees for Software licenses and Professional Services will be set forth in the applicable Order. In addition, unless otherwise set forth in the Order, Customer will reimburse MPDV for any expenses reasonably and properly incurred by MPDV and/or its Personnel in performing the Professional Services upon submission of copies of valid receipts, or as otherwise agreed in writing. MPDV will maintain full and accurate records of the expenses incurred in providing the Professional Services. Once an Order is accepted by MPDV pursuant to Section 4.1., the applicable fees will be invoiced by MPDV in accordance with the schedule set forth in the applicable Order. Payment terms will be net thirty (30) days from date of invoice and late payments will bear interest at the rate of one and one-half percent (1.5%) per month, compounding monthly, or if such rate exceeds the amount permitted by law, the highest rate permitted by law. The fees are exclusive of all taxes, including without limitation sales and use taxes, and Customer will be responsible for payment of all such taxes other than taxes on MPDV's net income.

5. **Acceptance.** The Parties will perform acceptance testing of the Software and the Work Product in accordance with the acceptance testing protocols set forth in the Order or developed as part of the Professional Services to determine if such Software and Work Product meet the specifications set forth in such Order or developed as part of the Professional Services (the "Acceptance Testing"). Within five (5) business days after completion of the Acceptance Testing, Customer will notify MPDV in writing of any failure of the Software and or Work Product to meet such specifications. If Customer (a) agrees that the Software and Work Product meet the

specifications set forth in such Order; or (b) fails to provide any notice within the five (5) business day period, then the Software and Work Product will be deemed accepted by Customer. Subject to the limitations set forth in Section 7.2, if Customer provides written notice to MPDV within such five (5) business day period that such Software or Work Product do not meet the specifications set forth in such Order, the Parties will meet and discuss in good faith a resolution to Customer's claims.

**6. Intellectual Property Rights.** Subject only the license rights expressly granted to Customer in Section 2, as between the Parties, MPDV owns, and will own, all right, title and interest (including all Intellectual Property Rights) in the Software (and all components of the Software), Documentation and, Work Product, including all modifications or customizations of any of the foregoing made by MPDV whether upon the suggestion of MPDV, Customer or otherwise. Customer will maintain any intellectual property notices included in the Software and the Documentation and will reproduce and include such notices in any back-up copy of the Software or Documentation.

**7. Mutual Representations and Warranties; Limited Warranty; Remedies**

7.1. Mutual Representations, Warranties and Covenants. Each Party represents warrants and covenants to the other that (a) it is and will remain a corporation or company duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; (b) its execution and delivery of the Order and these Terms and Conditions has been authorized by all requisite corporate or company action and such agreement is and will remain a valid and binding obligation of such Party, enforceable in accordance with its terms, subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors; and (c) it is under no contractual or other obligation or restriction that is inconsistent with its performance of its obligations under the Order or these Terms and Conditions, and it will not enter into any agreement, either written or oral, that would conflict with its responsibilities under the Order or these Terms and Conditions.

7.2. Limited Warranty by MPDV. MPDV represents and warrants to Customer that (a) the Software will not contain any viruses, Trojan horses, worms, traps, back doors, disabling devices or code that self-replicates, and (b) the Professional Services will be of professional quality conforming to generally accepted industry standards and practices. The sole remedy for a breach of the limited warranties with respect to the Software set forth in Section 7.2(a) will be for MPDV, at its option, to correct the breach or refund the fees with respect to the Software that is in breach of such warranty(ies) (pro-rated for the number of months the Software was functional, if any, during the License Term), provided that MPDV is provided with written notice of such breach, setting forth in reasonably sufficient detail for MPDV to reproduce the defect or otherwise reasonably identify the error during the warranty period. The sole remedy for a breach of the limited warranties with respect to Professional Services set forth in Section 7.2(b) will be re-performance of the Professional Services.

7.3. Warranty Disclaimer. ANY BREACH BY CUSTOMER OF SECTIONS 2.1, 2.2 OR 2.3 WILL VOID ALL WARRANTIES. FURTHER, EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 7.2, THE SOFTWARE AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS", AND STATLIFE SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, STATLIFE DOES NOT (1) WARRANT THAT THE SOFTWARE OR SERVICES WILL BE ERROR-FREE, OR THAT, EXCEPT AS REQUIRED BY APPLICABLE LAW, DEFECTS, IF ANY, WILL BE CORRECTED, OR (2) MAKE ANY REPRESENTATIONS

ABOUT THE ACCURACY, RELIABILITY, CURRENCY, QUALITY, COMPLETENESS, USEFULNESS, PERFORMANCE, SECURITY, LEGALITY OR SUITABILITY OF THE SOFTWARE, SERVICES OR RESULTS OR ANY OF THE INFORMATION CONTAINED IN THE SOFTWARE OR SERVICES.

**8. MPDV's Indemnification of Customer**

8.1. Indemnification. Subject to the limitations set forth in this Section 8, MPDV will defend, or at its option, settle any claim or action against Customer and hold Customer harmless from any and all liabilities, damages, expenses, settlements and costs (including reasonable attorneys' fees) finally awarded against Customer, arising from or occurring as a result of any third party claim or action alleging that the Software infringes any United States patent or copyright.

8.2. Limitations. MPDV will have no liability under this Section 8 for any claim or action where such claim or action results from (i) combination, operation or use of the Software with other hardware or software not provided by MPDV; (ii) modification of the Software unless such modification was made or authorized by MPDV; (iii) compliance with Customer's designs, specifications or instructions; or (iv) Customer's use of the Software in any manner inconsistent with the terms of these Terms and Conditions or any document provided by MPDV. Notwithstanding anything to the contrary, MPDV will not be liable for any claim based on Customer's use of the Software after MPDV has informed Customer of modifications of the Software required to avoid such claims and offered to implement those modifications, if such claim would have been avoided by implementation of MPDV's suggestions.

8.3. Rights of MPDV. If the Software becomes or is likely to become the subject of an infringement claim or action, MPDV may at its sole option: (i) procure, at no cost to Customer, the right to continue using the Software; (ii) replace or modify the Software to render it non-infringing; or (iii) if, in MPDV's reasonable opinion, neither (i) nor (ii) above are commercially feasible, immediately terminate MPDV's obligations (and Customer's rights) under these Terms and Conditions with regard to such Software, and, if Customer returns such Software to MPDV, refund to Customer the price originally paid by Customer to MPDV for such Software as depreciated or amortized by an equal annual amount over three (3) years.

8.4. Process. MPDV's obligation to indemnify Customer under this Section 8 will be subject to Customer: (i) promptly notifying MPDV in writing within ten (10) days of first learning of the claim or action giving rise to the indemnity; (ii) providing MPDV with sole and exclusive control over the defense and/or settlement of such action or claim; and (iii) providing MPDV with proper and full information and reasonable assistance to defend and/or settle any such claim or action. MPDV will not be responsible for indemnifying Customer with respect to costs incurred, or amounts paid in any settlement, unless MPDV approved such costs or settlements in advance.

8.5. Entire Liability; Exclusive Remedy. THE FOREGOING STATES THE ENTIRE LIABILITY AND OBLIGATIONS OF MPDV AND THE EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OF PATENTS OR, COPYRIGHTS, OR OTHER INTELLECTUAL PROPERTY RIGHTS IN CONNECTION WITH THE ACTIVITIES CONTEMPLATED BY THESE TERMS AND CONDITIONS.

**9. Customer Indemnification of MPDV.**

9.1. Indemnification. Customer will indemnify, defend and hold harmless MPDV, its affiliates, and its and their respective officers, directors, employees and agents against any third party claims, including reasonable attorneys' fees for defending those claims, to the extent such claims arise out of or relate to (i) the use of the Software or the Work Product by or on behalf of



Customer (except to the extent such claims result from a matter for which MPDV is obligated to indemnify Customer under Section 8); (ii) Customer's negligence or willful misconduct; or (iii) Customer's breach of these Terms and Conditions.

- 9.2. Process. Customer's obligation to indemnify MPDV is dependent on (i) MPDV notifying Customer in writing promptly after learning of the claim or action giving rise to the indemnity; (ii) providing Customer with sole and exclusive control over the defense and/or settlement of such action or claim; and (iii) providing Customer with reasonable information and reasonable assistance, at Customer's expense, to defend and/or settle any such claim or action. Customer will not be responsible for indemnifying MPDV with respect to costs incurred, or amounts paid in any settlement, unless Customer approved such costs or settlements in advance.

## 10. Limitations

- 10.1. IN NO EVENT WILL MPDV BE LIABLE TO CUSTOMER FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOSS OF INCOME, DATA, GOODWILL, SECURITY BREACHES OR INTRUSIONS, USE OR INFORMATION, DOWNTIME OR COSTS OF SUBSTITUTE SOFTWARE OR EQUIPMENT), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

- 10.2. MPDV'S AGGREGATE LIABILITY TO CUSTOMER FOR LOSSES, DAMAGES, COSTS, EXPENSES AND OTHER AMOUNTS ARISING OUT OF OR RELATING TO ANY ORDER, THESE TERMS AND CONDITIONS, THE SOFTWARE OR THE PROFESSIONAL SERVICES, REGARDLESS OF THEORY OF LIABILITY, WILL BE LIMITED TO, AT MPDV'S OPTION, (A) THE REPAIR OF THE SOFTWARE AND REPERFORMANCE OF THE AFFECTED PROFESSIONAL SERVICES; AND/OR (B) THE LESSER OF (i) THE FEES PAID TO MPDV BY CUSTOMER UNDER THESE TERMS AND CONDITIONS FOR THE SOFTWARE OR PROFESSIONAL SERVICES GIVING RISE TO SUCH LIABILITY DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS OR (II) USD 1 MILLION. CUSTOMER AGREES NOT TO MAKE ANY CLAIM UNDER (including all related orders) MORE THAN ONE YEAR FOLLOWING THE EVENTS GIVING RISE TO SUCH CLAIM.

## 11. Confidential Information

- 11.1. Obligations. During the Term and for a period of seven (7) years thereafter (or, in the case of trade secrets, until such time as such Confidential Information is no longer a trade secret under applicable law) Recipient agrees to (a) hold in confidence all Discloser's Confidential Information, and not disclose Discloser's Confidential Information except as expressly provided in Section 11.2, without the prior written consent of Discloser; (b) use Discloser's Confidential Information solely to carry out Recipient's rights or obligations under these Terms and Conditions; (c) treat Discloser's Confidential Information with the same degree of care Recipient uses to protect Recipient's own confidential information but in no event with less than a reasonable degree of care; (d) reproduce Discloser's Confidential Information solely to the extent necessary to carry out Recipient's rights or obligations under these Terms and Conditions, with all such reproductions being considered Discloser's Confidential Information; and (e) notify Discloser of any unauthorized disclosure of Discloser's Confidential Information promptly upon becoming aware of such disclosure.

- 11.2. Permitted Disclosures. Recipient may provide Discloser's Confidential Information to its affiliates, and to its and their directors, employees, consultants, contractors and agents on a need to know basis and solely as necessary to carry out

Recipient's rights or obligations under these Terms and Conditions; provided, that (a) Recipient remains liable for the compliance of such affiliates, directors, employees, consultants, contractors and agents with the terms of these Terms and Conditions and (b) in the case of Customer, such disclosure is only to the extent necessary for Customer to carry out its license rights under these Terms and Conditions. Recipient may also disclose Discloser's Confidential Information to third parties only to the extent such disclosure is required to (i) to comply with (A) applicable law, (B) regulation or (C) the rules of any stock exchange or listing entity; (ii) to defend or prosecute litigation; or (iii) by a governmental authority or by order of a court of competent jurisdiction; provided, that Recipient provides prior written notice of such disclosure to Discloser, takes all reasonable and lawful actions to avoid or minimize the degree of such disclosure, and cooperates reasonably with Discloser in any efforts to seek a protective order. Furthermore, MPDV may disclose Confidential Information of Customer relating to Professional Services to entities with whom MPDV has (or may have) a strategic product marketing and/or development collaboration or to bona fide actual or prospective underwriters, investors, lenders or other financing sources or to potential acquirers of the business to which these Terms and Conditions relates, and who in each case have a specific need to know such Confidential Information and who are bound by a like obligation of confidentiality and restrictions on use.

- 11.3. Exceptions. Recipient's obligations of non-disclosure and non-use under these Terms and Conditions will not apply to any portion of Discloser's Confidential Information that Recipient can demonstrate, by competent proof: (a) is generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of Recipient; (b) is in Recipient's possession at the time of disclosure other than as a result of Recipient's breach of any legal obligation; (c) becomes known to Recipient on a non-confidential basis through disclosure by sources other than Discloser having the legal right to disclose such Confidential Information; or (d) is independently developed by Recipient without reference to or reliance upon Discloser's Confidential Information.

## 12. Term; Termination; Survival

- 12.1. Term. Unless earlier terminated in accordance with Section 12.2 or 12.3, the term of these Terms and Conditions will run from the date of MPDV's acceptance of the applicable Order until the later of (a) the last to expire License Term for Software purchased under such Order, or (b) completion of all Professional Services under such Order (the "Term").

- 12.2. Termination by Customer. Customer may terminate these Terms and Conditions at any time for any reason or no reason by ceasing to use the applicable Software and complying with the provisions of Section 12.4. For avoidance of doubt, Customer will have no right to obtain any refund of any fees paid upon any such termination.

- 12.3. Termination by MPDV. MPDV may terminate these Terms and Conditions upon written notice to Customer if Customer breaches a material provision of these Terms and Conditions and fails to cure the breach within thirty (30) days following such notice, without prejudice to any of MPDV's other rights or remedies, including the right to suspend performance of MPDV's obligations under these Terms and Conditions and to claim damages. Notwithstanding the above, MPDV may terminate these Terms and Conditions immediately after providing written notice to Customer if Customer breaches an un-curable provision of these Terms and Conditions including the provisions regarding reverse engineering, disassembly, decompilation or confidentiality, without prejudice to MPDV's other rights or remedies, including the right to claim damages.

- 12.4. Effect of Termination or Expiration. Upon termination or expiration of these Terms and Conditions, neither Customer nor MPDV will have any further obligations under these Terms and

Conditions, except that Customer will: (i) immediately cease using the Software; (ii) delete all copies of the Software and certify to MPDV within thirty (30) days after termination or expiration that Customer has, as instructed by MPDV, destroyed or returned to MPDV any other copies of the Software in its possession; (iii) promptly pay to MPDV all amounts due for Professional Services provided by MPDV but not yet paid for; and (iv) either return to MPDV all MPDV Confidential Information in its possession (including all copies) or will, at MPDV's direction, destroy all MPDV Confidential Information (including all copies) and Customer (or in the case of a Customer that is an entity, an officer of Customer) will certify its destruction to MPDV.

12.5. Hardware. As long as Customer has paid all fees required fees for the Hardware, termination of these Terms and Conditions will not affect Customer's ownership of the Hardware.

12.6. Remedies. Except as otherwise provided in these Terms and Conditions, expiration or termination of these Terms and Conditions will not prevent either Party from pursuing all available legal remedies for matters that accrued prior to the effective date of such expiration or termination, nor will such expiration or termination relieve Customer's obligation to pay any and all fees that are owed.

12.7. Survival. The following provisions will survive any termination, cancellation or expiration of these Terms and Conditions: Sections 1, 2.3, 2.4, 2.5, 2.6, 3.2, 4, 5, 7.3, 8, 9, 10; 11, 12.4, 12.5, 12.6, 12.7 and 13.

### 13. Miscellaneous

13.1. Entire Agreement. These Terms and Conditions (including all Order(s)) constitute the entire understanding between the Parties and supersede all previous commitments, agreements, and understandings, whether oral or written, between the Parties with respect to the subject matter hereof and no previous agreement or understanding varying or extending the same will be binding upon any Party. In the event of a conflict between the terms of these Terms and Conditions and the terms of an Exhibit or an Order, the terms of these Terms and Conditions will control unless such other writing specifically references these Terms and Conditions and indicates that it will control.

13.2. Notices. All notices required under these Terms and Conditions will be effective upon receipt or at a later date stated in the notice and must (a) be in writing in the English language and (b) be delivered by (i) by personal delivery, with receipt acknowledged; or (ii) prepaid certified or registered mail, return receipt requested; or (iii) prepaid recognized express delivery service. Notices to Customer must be addressed to the address or contact information on file with MPDV for Customer and notices to MPDV at the following address or, in each case, to such other address as the applicable Party has designated in writing in compliance with this Section 13.2.

MPDV USA, Inc.  
10720 W 143rd St Suite 20  
Orland Park, IL 60462

13.3. Assignment; Successors. Neither Party may assign or transfer these Terms and Conditions or any of its duties under these Terms and Conditions without the prior written consent of the other Party, which consent will not be unreasonably withheld or delayed; provided that either Party may assign these Terms and Conditions in connection with a sale of all or substantially all of its stock or assets, or a merger. Any assignment or attempted assignment without the required prior written consent will be void. The terms of these Terms and Conditions will be binding upon and will inure to the benefit of the successors and permitted assigns of the Parties.

13.4. Non-Solicitation. During the term of these Terms and Conditions and for twelve (12) months after their expiry or termination, Customer will not, directly or indirectly, solicit for employment or seek to induce to leave the employ of MPDV any current employee or independent contractor of MPDV who was or is

involved in rendering Professional Services under these Terms and Conditions. Notwithstanding the above, the following solicitations will not be prohibited: (a) solicitations by independent contractors of Customer, so long as they are not specifically directed by Customer to solicit such individuals; and (b) solicitations initiated through general newspaper advertisements and other general circulation materials not directly targeted at such individuals.

13.5. Compliance. Each Party hereby represents and warrants that it is, and will remain in compliance with all applicable laws, including the requirements of all applicable export laws and regulations, e.g., the U.S. Export Administration Regulations and International Traffic in Arms Regulations.

13.6. Governing Law; Jurisdiction. These Terms and Conditions will be governed by and construed and enforced in accordance with the substantive law of the State of Illinois, without regard to any conflict of laws provisions that would lead to the application of the laws of another jurisdiction, and any and all claims arising hereunder will be subject to the exclusive jurisdiction of courts residing in the State of Illinois and the Parties consent to such jurisdiction.

13.7. Equitable Relief. Each Party acknowledges that use of any of the other Party's intellectual property in violation of these Terms and Conditions or breach of these Terms and Conditions may cause irreparable harm for which monetary damages may be difficult to ascertain or an inadequate remedy. Each Party, therefore, agrees that the other Party will be entitled, in addition to its other rights and remedies, to seek injunctive or equitable relief for any violation of these Terms and Conditions as may be deemed proper by a court of competent jurisdiction.

13.8. Severability. If a provision of these Terms and Conditions is held invalid under any applicable law, such invalidity will not affect any other provision of these Terms and Conditions that can be given effect without the invalid provision. In addition, the unenforceable provision will be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed in these Terms and Conditions.

13.9. Force Majeure. Except for any payment obligations, neither Party will be deemed to be in default of any provision of these Terms and Conditions or for any failure in the performance required of such Party to the extent such failure is caused by fire, explosion, accidents, civil disorder, a natural calamity or other Act of God, act of government, or other cause beyond the control and without the fault or negligence of such Party.

13.10. Waivers. Any delay in enforcing a Party's rights under these Terms and Conditions, or any waiver as to a particular default or other matter, will not constitute a waiver of such Party's rights to the future enforcement of its rights under these Terms and Conditions, except with respect to an express written waiver relating to a particular matter for a particular period of time signed by an authorized representative of the waiving Party, as applicable.

13.11. Headings; Interpretation. The section headings are included solely for convenience of reference and will not control or affect the meaning or interpretation of any of the provisions of these Terms and Conditions. The words "include," "includes" and "including" when used in these Terms and Conditions (and any Order(s)) are deemed to be followed by the phrase "but not limited to".