



DLT RIDER TO MANUFACTURER END USER TERMS (For Public Sector End Users)

1. **Scope.** This DLT Rider to Intenda LLC (“Manufacturer”) End User Terms (“DLT Rider”) establishes the terms and conditions enabling DLT Solutions, LLC (“DLT”) to provide Manufacturer’s Offerings to Public Sector Government Agencies to include the Federal, State and Local entities (the “Licensee” or “Customer”).
2. **Applicability.** The terms and conditions in the attached Manufacturer Terms are hereby incorporated by reference to the extent that they are consistent with Public Sector Laws (e.g., the Anti-Deficiency Act, the Contracts Disputes Act, the Prompt Payment Act, the Anti-Assignment statutes). To the extent the terms and conditions in the Manufacturer’s Terms or any resulting Customer Order are inconsistent with the following clauses, they shall be deemed deleted and the following shall take precedence:
 - a. **Advertisements and Endorsements.** Unless specifically authorized by Customer in writing, use of the name or logo of Customer is prohibited.
 - b. **Assignment.** All clauses regarding Assignment are subject to Assignment of Claims and Novation and Change-of-Name Agreements. All clauses governing Assignment in the Manufacturer Terms are hereby deemed to be deleted.
 - c. **Audit.** During the term of a Customer order subject to this Rider: (a) If Customer’s security requirements included in the Order are met, Manufacturer or its designated agent may audit Customer’s facilities and records to verify Customer’s compliance with this Agreement. Any such audit will take place only during Customer’s normal business hours contingent upon prior written notice and adherence to any security measures the Customer deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. DLT on behalf of the Manufacturer will give Customer written notice of a desire to verify compliance (“Notice”); (b) If Customer’s security requirements are not met and upon Manufacturer’s request, Customer will provide a written certification, executed by a duly authorized agent of Customer, verifying in writing Customer’s compliance with the Customer order; or (c) discrepancies in price discovered pursuant to an audit may result in a charge by the commercial supplier to the Customer however, all invoices must be: i) in accordance with the proper invoicing requirements of the Customer; ii) if there is a dispute then no payment obligation may arise on the part of the Customer until the conclusion of the dispute process, and iii) the audit, if requested by the Customer, will be performed at the Manufacturer’s expense.
 - d. **Confidential Information.** Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, and any order by a Court with appropriate jurisdiction.
 - e. **Consent to Government Law / Consent to Jurisdiction.** The validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the laws of the United States and/or the respective Customer’s state. Any Manufacturer Terms that identify the jurisdiction in which a lawsuit may be brought, the law which shall apply to such lawsuit, or the requirements to pursue Alternative Dispute Resolution prior to such lawsuit are deemed to be deleted. All clauses in the Manufacturer Terms referencing equitable remedies are deemed to be deleted.
 - f. **Contractor Indemnities.** DLT shall not be required to indemnify Customer except as explicitly stated in the contract. Any such indemnification requirement shall vest control over the matter with the United States and shall give DLT or the Manufacturer the right to intervene in the proceeding at its own expense through counsel of its own choice.





- g. **Customer.** Customer is the “Ordering Activity”, defined as any entity authorized to use government sources of supply. An individual person shall not be the Licensee or Customer.
- h. **Customer Indemnities.** Customer shall not be required to indemnify DLT except as in accordance with federal statute that expressly permits such indemnification.
- i. **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer Terms, unless a Customer determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid order placed by Customer.
- j. **Force Majeure.** Clauses in the Manufacturer Terms referencing Force Majeure and unilateral termination rights of the Manufacturer are hereby deemed to be deleted.
- k. **Future Fees or Penalties.** All fees and charges are as explicitly set forth in the Customer’s order. Additional fees or penalties such as liquidated damages or license, maintenance or subscription reinstatement fees be incorporated into the contract only by bilateral written agreement of the parties. Any clauses imposing additional fees or penalties automatically in Manufacturer’s Terms are hereby deemed to be deleted.
- l. **Renewals.** All Manufacturer Terms clauses that violate the Anti-Deficiency Act or which permit automatic renewal are hereby deemed to be deleted.
- m. **Taxes.** Taxes are subject to applicable jurisdiction regulations, which provides that the contract price includes all federal, state, local taxes and duties.
- n. **Termination.** Clauses in the Manufacturer Terms referencing termination or cancellation are hereby deemed to be deleted. Both DLT and Customer’s termination rights shall be governed by Contract Dispute Acts of the jurisdiction in which the transaction occurs.
- o. **Third Party Terms.** No entity shall have privity of contract with the United States with respect to any third-party product or service, referenced in the Manufacture’s Terms unless expressly stated in Customer’s order. Absent agreement by Customer to the contrary, third parties shall have no rights or obligations with respect to such agreements vis-à-vis the United States.
- p. **Waiver of Jury Trial.** All clauses referencing waiver of jury trial in the Manufacturer Terms are hereby deemed to be deleted.

Incorporation of Manufacturer Terms. Attached hereto are the Manufacturer Terms. As part of this Rider, the following Terms are incorporated by reference and made a part of this Rider except as modified as set forth above.



INTEGENDA

LICENSE AGREEMENT

PREPARED FOR: CLIENT NAME

DATE

Table of Contents

THE PARTIES	3
INTERPRETATION	3
BACKGROUND	6
RIGHTS GRANTED	6
DELIVERY	6
INSTALLATION.....	6
UPDATES.....	7
RIGHTS OF USE	7
MAINTENANCE AND SUPPORT SERVICES	7
LICENSE AND SUPPORT PAYMENT TERMS.....	8
INTELLECTUAL PROPERTY RIGHTS	9
WARRANTIES	11
EXCLUSION OF DAMAGES AND LIMITATION OF LIABILITY.....	12
TERM AND TERMINATION.....	13
INSPECTION	13
CONFIDENTIALITY	13
FORCE MAJEURE.....	14
ARBITRATION AND DISPUTE RESOLUTION	14
DOMICILIA AND NOTICES	15
GENERAL.....	16
APPENDIX 1	19
LICENSEE DETAILS	19
APPENDIX 2	20
DESIGNATED SYSTEMS.....	20
APPENDIX 3.....	21
LICENSE FEES	21
APPENDIX 4.....	21
LICENSOR PAYMENT DETAILS	21

THE PARTIES

- 1.1 The Parties to this Agreement are –
- 1.1.1 **Intenda UK Ltd** (Registration Number 05362414), a company duly registered and incorporated according to the company laws of the United Kingdom (hereinafter referred to as “LICENSOR” or “INTENDA”); and
- 1.1.2 **THE CLIENT** (a company duly registered in terms of the laws of **the Country**, with registration number **xxxxxxx** (hereinafter referred to as “LICENSEE”).
- 1.2 The Parties agree as set out below:

INTERPRETATION

- 2.1 In this Agreement, unless clearly inconsistent with or otherwise indicated by the context –
- 2.1.1 **“Agreement”** means this Agreement set out in this document and the appendices hereto and any agreed amendments thereto;
- 2.1.2 **“Confidential Information”** means any information or data of any nature, tangible or intangible, oral or in writing and in any format or medium, which by its nature or content is or ought reasonably to be identifiable as confidential and/or proprietary to the Disclosing Party or which is provided or disclosed in confidence, and which the Disclosing Party or any person acting on behalf of the Disclosing Party may disclose or provide to the Recipient or which may come to the knowledge of the Recipient by whatsoever means. The Confidential Information of the Disclosing Party shall include information even if it is not marked as being ‘confidential’, restricted or proprietary (or any similar designation);
Confidential information excludes information or data which –
- 2.1.2.1 is lawfully in the public domain at the time of disclosure thereof to the Receiving Party; or
- 2.1.2.2 subsequently becomes lawfully part of the public domain by publication or otherwise; or
- 2.1.2.3 is or becomes available to the Recipient from a source other than the Disclosing Party which is lawfully entitled without any restriction on disclosure to disclose such Confidential Information to the Recipient; or
- 2.1.2.4 is disclosed pursuant to a requirement or request by operation of law, regulation or court order but then only to the extent so disclosed and then only in the specific instance and under the specific circumstances in which it is obliged to be disclosed; provided that –
- 2.1.2.4.1 the onus shall at all times rest on the Recipient to establish that such information falls within such exclusions;

- 2.1.2.4.2 the information disclosed shall not be deemed to be within the foregoing exclusions merely because such information is embraced by more general information in the public domain or in a Party's possession; and
- 2.1.2.4.3 any combination of features shall not be deemed to be within the foregoing exclusions merely because individual features are in the public domain or in a Party's possession, but only if the combination itself is in the public domain or in a Party's possession; and
- 2.1.2.4.4 The determination of whether information is Confidential Information shall not be affected by whether or not such information is subject to, or protected by, common law or statute related to copyright, patent, trademarks or otherwise;
- 2.1.3 **"Commencement date"** means the date on which the Software is delivered, or if no delivery is necessary the effective date set forth in official letter from the LICENSOR to the LICENSEE attached as Appendix 1;
- 2.1.4 **"Date of signature"** means the date of signature of this Agreement by the last Party signing;
- 2.1.5 **"Destructive Elements"** means any "back door", "time bomb", "time lock", Trojan horse", "worm", "drop dead device", "virus" or other computer Software routine, code or device intended or designated to: (a) permit access to or the use of any Software, firmware, hardware and peripherals, wide area network, or local area network by an unauthorised person; or (b) disable, damage, erase, disrupt or impair in any way the operation of any Software, firmware, hardware and peripherals, wide area network, or local area network, including by the elapsing of a period of time, exceeding an authorised number of copies, advancement to a particular date or other numeral; or (c) damage, erase or corrupt data, storage media, programmes, equipment or communications or otherwise interfere with operations of any Software, firmware, hardware and peripherals, wide area network, or local area network; and/or (d) any other form of destructive coding and/or device, including those which result in aesthetical disruptions or distortions;
- 2.1.6 **"Disclosing Party"** means the Party, other than the Recipient, that discloses any of the Confidential Information to the Recipient;
- 2.1.7 **"Designated systems (FRAXSES)"** means the systems specified hereto which the LICENSEE owns, possesses and operates or the systems of a hosted service provider the details of which system the LICENSEE shall, as and when they change, furnish to the LICENSOR in writing;
- 2.1.8 **"Duration"** this Agreement commences on the Date of signature and shall endure for as long as the LICENSEE's annual licence and maintenance fees are fully paid up;
- 2.1.9 **"Intellectual Property"** means all patents, trademarks, service marks, designs, design rights, copyright (including all copyright in any designs and computer Software) source codes, inventions, processes, formulae, trade secrets, confidential information and all other intellectual property rights and rights of a similar character (whether or not the same are registered or capable of registration) and all applications and rights to apply for protection of any of the same;

- 2.1.10 **"LCIA"** means London Court of International Arbitration
- 2.1.11 **"Materials"** means any information, documentation or the like relating to the Software, whether written or in machine readable form, supplied from time to time by the LICENSOR to the LICENSEE in terms of this Agreement;
- 2.1.12 **"Parties"** means the LICENSOR and the LICENSEE and **"Party"** means either (1) one of them as the context may indicate;
- 2.1.13 **"Recipient"** means the Party, other than the Disclosing Party, that receives disclosure of the Confidential Information;
- 2.1.14 **"Software"** means the computer Software in object code form owned or distributed by the LICENSOR, for which client is granted a licence under this Agreement, the manuals for use of the Software and Updates;
- 2.1.15 **"Territory"** – refer to Appendix 1
- 2.1.16 **"Updates"** mean incremental enhancements and fixes to the Software that are signified by version number changes to the right of the decimal point, for example, version 4.10, 4.20; and
- 2.1.17 **"Upgrades"** mean new versions of the Software that include new major features and significantly improved functionality, and which are signified by version number changes to the left of the decimal point, for example, version 5.0, 6.0;
- 2.2 **VAT** means value-added tax in terms of the United Kingdom Value Added Tax Act 1994.
- 2.3 Any reference to the singular includes the plural and vice versa.
- 2.4 Any reference to natural persons includes legal persons and vice versa.
- 2.5 Any reference to a gender includes the other genders.
- 2.6 Where applicable, the provisions of clause 2.1 shall impose substantive obligations on the Parties as provided in the provision concerned.
- 2.7 The clause headings in this Agreement have been inserted for convenience only and shall not be taken into account in its interpretation.
- 2.8 Words and expressions defined in any sub-clause shall, for the purposes of the clause of which that sub clause forms part, bear the meaning assigned to such words and expressions in that sub clause.

- 2.9 This Agreement shall be governed by and construed and interpreted in accordance with the laws of Law of England and Wales.
- 2.10 Unless the Agreement specifies otherwise, if either Party is required to notify the other in terms of this Agreement, such notification shall be of no force or effect unless it is reduced to writing and delivered in accordance with clause 19.

BACKGROUND

- 3.1 The LICENSOR is the owner of the Software, is duly authorised and in a position to grant the LICENSEE a licence to use the Software in the Territory.
- 3.2 The LICENSEE is desirous of obtaining a licence to use the Software in the Territory.
- 3.3 The LICENSOR is willing to grant to the LICENSEE a licence to use the Software in the Territory, subject to the terms and conditions set out in this Agreement.

RIGHTS GRANTED

- 4.1 Intenda hereby grants the LICENSEE, with effect from the Commencement date and for the Duration of this Agreement, a personal, non-transferable and non-exclusive licence to use the Software in the Territory exclusively on the Designated Systems on the terms and conditions contained in this Agreement and subject to the payment of the licence fees provided for in clause 10.2.
- 4.2 The LICENSEE shall not be entitled to have access to, or be supplied with the source code of the Software without the prior written consent of the LICENSOR.

DELIVERY

If the LICENSOR accepts the LICENSEE's order, the LICENSOR will deliver 1 (one) copy of the Software and the Material to the address as specified in the LICENSEE's official order.

INSTALLATION

This Agreement does not provide for the installation or implementation of the Software. Installation of the Software is governed by the Service Level Agreement concluded between the Parties and attached as Appendix 3.

UPDATES

The LICENSOR undertakes to give notice to the LICENSEE of any Updates of the Software from time to time, and supply such Updates to the LICENSEE, provided the LICENSEE has paid the LICENSOR all monies due in terms of this Agreement.

RIGHTS OF USE

- 8.1 The LICENSEE may use the Software only on the Designated Systems.
- 8.2 The LICENSOR does not take responsibility for system failure due to lack of technical infrastructure or resources. This responsibility remains with the LICENSEE. The LICENSOR will not be liable for system performance issues if the environment does not fully comply with the technical specifications as provided by The LICENSOR. Please take note this includes bandwidth and network connectivity.
- 8.3 Save as provided otherwise in this Agreement, the LICENSEE shall only permit authorised persons to use the Software to enter or retrieve information in the ordinary course of processing transactions.
- 8.4 The LICENSEE shall use reasonable endeavours to ensure that the Software is at no time used in a manner which contravenes this Agreement.
- 8.5 The LICENSEE shall not –
- 8.5.1 except as provided in clause 8.3 or to the extent incidental to the use of the Software as permitted by this Agreement, copy, translate, modify, adapt, decompile, disassemble or reverse engineer the Software or the materials;
- 8.5.2 part with possession of, lend or transfer any part of the Software or the Materials to any other person, without the prior written consent of the LICENSOR, which consent shall not be unreasonably withheld.

MAINTENANCE AND SUPPORT SERVICES

- 9.1 From the Commencement date, the LICENSOR undertakes to provide to the LICENSEE the maintenance services specified in clause 10.3 against payment of the licence fees provided for in clause 10.
- 9.2 The LICENSEE may request support from the LICENSOR and or local service provider. Such support shall be rendered on a time and material basis at the rates specified in Annexure 2.

- 9.3 The LICENSOR shall support a prior release for the duration of the paid up maintenance period of 1 (one) year after Intenda has released an Upgrade which the LICENSEE has not implemented and/or paid for.

LICENSE AND SUPPORT PAYMENT TERMS

- 10.1 All prices, fees and rates specified in this Agreement are exclusive of all taxes. Where applicable VAT shall be payable by the LICENSEE.
- 10.2 In consideration for the licence granted and support rendered by the LICENSOR to the LICENSEE in respect of the Software, the LICENSEE shall pay the LICENSOR, unless disputed in good faith, the respective licence fees set out in Appendix 1, within 30 (thirty) days of the date of receipt by the LICENSEE of the LICENSOR's invoice therefore.
- 10.3 Maintenance of the Software with regard to bug fixes, Updates and the LICENSOR's helpdesk shall be included in the licence fees.
- 10.4 All payments in terms of or arising out of this Agreement –
- 10.4.1 shall be made free of set-off, bank exchange, commission or any other deduction to the Party thereto; and
- 10.4.2 neither Party shall have the right to defer, adjust or withhold any undisputed payment due to the other in terms of nor arising out of this Agreement or to obtain deferment of judgment for such amounts or any execution of such judgment by reason of any set-off or counterclaim of whatsoever nature or howsoever arising.
- 10.5 The following terms and conditions shall apply to any price adjustment in respect of the Software and the maintenance and support services –
- 10.5.1 the LICENSOR shall not increase the price more than once in any 12 (twelve) month period and such increase shall be no greater than the Consumer Price Index of the preceding year published by Office of National Statistics United Kingdom or equivalent body in the country of LICENSEE;
- 10.6 All amounts due by (1) one Party to the other in terms of or arising out of this Agreement shall, unless paid on due date, after presentation of a valid invoice, bear interest from the due date to date of payment. Such interest shall be –
- 10.6.1 calculated at the ruling prime overdraft rate publicly quoted by **UK bank or other body to be determined** from time to time.
- 10.6.2 capitalised monthly in arrears on the balance due; and

- 10.6.3 interest shall be due on outstanding interest should only the capital be settled in full.
- 10.7 In the event of non-payment of licence fees by the LICENSEE, for more than 90 (ninety) days after such fees have become due and payable, the LICENSOR shall have the right to charge a reinstatement penalty of 30% (thirty) on the annual payment due.

INTELLECTUAL PROPERTY RIGHTS

- 11.1 The LICENSOR warrants that it is authorised to licence the Software to the LICENSEE.
- 11.2 The LICENSEE acknowledges that the Software belongs exclusively to the LICENSOR and shall be and remain the sole property of the LICENSOR and that the LICENSOR intends that the LICENSEE shall use the Software only in accordance with the terms and conditions of this Agreement.
- 11.3 The LICENSEE acknowledges that any and all of the trademarks, trade names, copyrights, patents and other intellectual property rights used or embodied in or in connection with the Software, Updates, modules and the Materials belong exclusively to, and shall be and remain the sole property of the LICENSOR. The LICENSEE shall not during or at any time after the expiry or termination of this Agreement do anything that might bring into question or dispute the ownership by the LICENSOR of any such rights or the validity thereof.
- 11.4 The LICENSEE acknowledges that all rights in any copy, translation, update, upgrade, adaptation or derivation of the Software including any improvement or development thereof belong exclusively to and shall be and remain the sole property of the LICENSOR. Provided that the LICENSEE shall have an irrevocable, fully paid-up licence to any improvement or development commissioned by the LICENSEE and paid for by the LICENSEE.
- 11.5 The LICENSEE shall use reasonable endeavours to ensure that any copy of the Software or the Materials shall bear the same copyright and other proprietary notices as those on the original copies supplied by the LICENSOR to the LICENSEE pursuant to this Agreement, and the LICENSEE shall not alter or obliterate any such notice.
- 11.6 The LICENSEE shall notify the LICENSOR as soon as practicable after it becomes aware of –
- 11.6.1 any actual, threatened or suspected infringement of the copyright or other intellectual property rights of the LICENSOR in the Software, or of any breach of confidence relating to any of the foregoing;
- 11.6.2 any claim brought against the LICENSEE alleging that its use of the Software, infringes the copyright or any other Intellectual Property rights belonging to or alleged to belong to the claimant. The sole recourse of the LICENSEE arising out of any claim is explicitly set out in clause 11.8.

- 11.7 The LICENSEE acknowledges that any unauthorised use or disclosure of the Software may cause irreparable damage to the LICENSOR. If an unauthorised use or disclosure occurs, due to the negligent or wilful conduct of the LICENSEE or its employees, the LICENSEE shall promptly notify the LICENSOR and take, at the LICENSEE's expense, all steps which are necessary to recover the Software and to prevent its subsequent unauthorised use or dissemination, including availing itself of actions for seizure and injunctive relief. If the LICENSEE fails to take these steps in a timely and adequate manner, the LICENSOR may take them in its own.
- 11.8 If any claim referred to in clause 11.6.2 is brought against the LICENSEE, the LICENSOR may, at its option replace the portion of the Software which allegedly infringes the claimant's rights with material which does not so infringe or, if that is not reasonably practicable, shall be entitled to –
- 11.8.1 require the LICENSEE to cease using the material which allegedly infringes the rights of the claimant, and refund the LICENSEE part of the annual licence fee proportionate to the remaining period of the license; or
- 11.8.2 require the LICENSEE to defend or settle the claim.
- 11.9 If the LICENSOR requires the LICENSEE to defend or settle a claim in accordance with clause 11.8.2, the LICENSOR shall indemnify the LICENSEE in accordance with clause 11.10. The LICENSOR shall provide the LICENSEE with all the necessary information and support necessary to enable the LICENSEE to defend the claim.
- 11.10 The LICENSOR hereby indemnifies the LICENSEE against any damages, costs or expenses awarded against, or incurred or agreed to be paid in settlement by the LICENSEE arising out of any claim that the use of the Software, any modules or the Materials supplied by the LICENSOR infringes the copyright or other intellectual property rights of any other person, provided that the LICENSEE shall –
- 11.10.1 notify the LICENSOR, in writing, as soon as practicable after it becomes aware of the claim;
- 11.10.2 permit the LICENSOR to have exclusive control of any negotiations or proceedings in connection with the claim;
- 11.10.3 take all reasonable steps to mitigate any loss or liability in respect of the claim; and
- 11.10.4 not compromise or settle the claim in any way without the LICENSOR's prior written consent.
- 11.11 In the event and to the extent that the Software infringes any rights or laws in the Territory, the LICENSOR shall, in its sole discretion, either replace the infringing portion of the Software or discount future fees to the value of the infringing portion and subsequent loss of functionality. This shall be the LICENSEE's sole recourse for such infringement.

11.12 The LICENSEE's right to use the Software programs terminates automatically if the LICENSEE ceases to own, possess or operate the Designated Systems.

WARRANTIES

12.1 The LICENSOR warrants to the LICENSEE that for a period of 3 (three) months commencing on the Commencement date the Software shall –

12.1.1 be free from material defects in materials and workmanship; and

12.1.2 perform in accordance with the LICENSOR's then current published manuals delivered to the LICENSEE together with the Software; and

12.1.3 not infringe any Intellectual Property of any third party.

12.2 The LICENSOR warrants to the LICENSEE that the Software, Materials, Upgrades and Releases shall, on the date of delivery thereof to the LICENSEE be free from Destructive Elements.

12.3 During the period as set out in clause 12.1, the LICENSOR shall replace, any such Software which are returned to the LICENSOR and which are confirmed by the LICENSOR to be defective, which confirmation shall not be withheld unless clear manifest reasons to the contrary are furnished by the LICENSOR within 30 (thirty) days after returning such Software to the LICENSEE. This shall be the LICENSEE's sole recourse against the LICENSOR.

12.4 The LICENSEE acknowledges that, except for minor configurations which have been effected, the Software has not been prepared to meet the LICENSEE's individual business requirements.

12.5 The Parties acknowledge that in entering into this Agreement they do not do so on the basis of and do not rely on any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statutes or common law are excluded to the fullest extent permitted by law.

12.6 Notwithstanding anything to the contrary contained in this clause 12, the LICENSOR shall not be liable under any warranty claim to the extent that any defect/malfunction is caused by –

12.6.1 natural disasters, including fire, smoke, water, wind, earthquakes or lightning;

12.6.2 electric power failures;

12.6.3 the failure to maintain appropriate environmental conditions;

- 12.6.4 any neglect or misuse of the Software or failure to operate the Software other than in accordance with the LICENSOR's then current specifications as advised in writing to the LICENSEE from time to time;
- 12.6.5 the unauthorised re-location of the Software;
- 12.6.6 repairs or alterations by any unauthorised persons;
- 12.6.7 the use in any manner of the Software with other products unless such use complies with the LICENSOR's prior written instructions.

EXCLUSION OF DAMAGES AND LIMITATION OF LIABILITY

- 13.1 Under no circumstances shall a Party be liable to the other Party for any consequential, indirect, special, punitive or incidental damages, whether foreseeable or unforeseeable, based on claims (including, but not limited to, claims for loss of data, goodwill, profits, use of money or use of the Software, interruption in use or availability of data or the Software, stoppage of other work or impairment of other assets), arising out of breach or failure of express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in delict or otherwise, whether based on this Agreement, any commitment performed or undertaken under or in connection with this Agreement, or otherwise.
- 13.2 In no event will the aggregate liability which a Party may incur in any action or proceeding exceed the licence fee for a 1 (one) year period paid for the licence of the Software as stipulated in Appendix 1.
- 13.3 The LICENSOR's liability to the LICENSEE for death or injury resulting from its own or that of its employees', agents or sub-contractors' negligence shall be limited, to the extent of any insurance policy held by the LICENSOR. The merit of each claim will be investigated prior to the payment of any insurance amount by the insurance company with whom the insurance policy rests. Payment to the extent of the insurance policy is in no way guaranteed, but based on the validity and merit of the claim as determined by the insurance company.
- 13.4 On expiration or termination of this Agreement for any reason whatsoever –
 - 13.4.1 all rights and licenses granted to the LICENSEE pursuant to this Agreement shall automatically cease;
 - 13.4.2 the LICENSEE shall, within 5 (five) days after such expiration or termination, furnish the LICENSOR with all copies of the Software and Materials issued to the LICENSOR and provide the LICENSOR with a certificate confirming that all copies of the Software and Materials have been deleted and/or destroyed permanently.

TERM AND TERMINATION

- 14.1 This Agreement and each program licence granted under this Agreement shall continue **perpetually** unless terminated under this clause 14.
- 14.2 The LICENSEE may terminate this Agreement at anniversary of the licence fee payment, however termination shall not relieve the LICENSEE of its obligations specified in clause 14.4.
- 14.3 The LICENSOR may terminate this Agreement upon written notice if the LICENSEE breaches a material term of this Agreement and fails to correct the breach within 30 (thirty) days following written notice specifying breach.
- 14.4 Termination of this Agreement shall not limit either Party from using other remedies available to it, including injunctive relief, nor shall such termination relieve the LICENSEE obligation to pay all fees that have accrued or are otherwise owed by the LICENSEE.
- 14.5 The Parties' rights and obligations under sections 11, 13, 16 and 17 shall survive termination of this Agreement.

INSPECTION

During the term of this Agreement, the LICENSOR or its representatives may at their own cost, once annually, subject to the LICENSEE'S security requirements and upon 10 (ten) days prior notice to the LICENSEE, inspect the files, computer processors, equipment, facilities and the premises of the LICENSEE during normal working hours to verify the LICENSEE'S compliance with this Agreement. While conducting the inspection, the LICENSOR or its representatives will be entitled to copy or retain any item that the LICENSEE may possess in violation of this Agreement. The LICENSOR shall take reasonable care to ensure that the inspection does not disrupt the LICENSEE's business.

CONFIDENTIALITY

- 16.1 Each Party hereby undertakes for the continuance of this Agreement and indefinitely after termination of this Agreement for any reason whatsoever (including termination for breach by either Party) –
- 16.1.1 protect all Confidential Information (written, including information contained in electronic format, or oral) it shall have obtained or received from the other Party;
- 16.1.2 not without the other's written consent, disclose Confidential Information in whole or in part to any other person save those of its employees involved in the implementation of this Agreement and who have a need to know the same; and
- 16.1.3 use the Confidential Information solely in connection with the implementation of this Agreement and not for its own or the benefit of any third party.

- 16.2 The provisions of clause 16.1 shall not apply to the whole or any part of the information to the extent that it is –
- 16.2.1 already known to the Recipient without obligation of confidence;
 - 16.2.2 independently developed by the Recipient;
 - 16.2.3 publicly available without breach of this Agreement or any legislation;
 - 16.2.4 rightfully received from a third party, under no obligation of confidence to the Disclosing party;
 - 16.2.5 released for disclosure by the Disclosing party with its express prior written consent; or
 - 16.2.6 required to be disclosed in response to a valid order of court or other governmental agency or if disclosure is otherwise required by law.
- 16.3 Except with the prior written consent of LICENSEE which LICENSEE may withhold in its absolute discretion, the LICENSOR shall not make any press announcements regarding the arrangements agreed between the Parties, or otherwise publicise this Agreement or any part hereof.

FORCE MAJEURE

In the event of any delay in performance by either Party due to any cause arising from or attributable to acts, events, non-happenings, omissions, accidents or acts of God beyond the reasonable control of such Party (including, but not limited to, strikes, lock-outs, shortage of labour, civil commotion, riots, war, threat of or preparation for war, breaking off of diplomatic relations, fire, explosion, sabotage, storm, flood, earthquake, fog, subsidence, pestilence or epidemic, machinery breakdown, failure of plant or collapse of structure, voluntary or mandatory compliance with any direction, request or order of any person having or appearing to have authority, inability to obtain suitable raw material, equipment, components or transportation as a result of *force majeure*), the Party affected thereby shall be under no liability for loss or injury suffered by the other Party as a result thereof and the performance of such obligation by the Party affected thereby shall be suspended during such delay and upon cessation of the cause of such delay, this Agreement shall again become fully operative and such affected Party shall immediately rectify such delay in performance, provided that, if such delay pertains to a material obligation of the Party affected by such event of *force majeure* and such delay shall exceed 60 (sixty) days, either Party shall be entitled to terminate this Agreement by written notice to the other.

ARBITRATION AND DISPUTE RESOLUTION

- 18.1 Any dispute arising out of or in connection with this Agreement shall in the first instance be

- referred for consideration and possible resolution to the authorised representatives of the Parties of the Distributor or its representative who shall be authorised to act in its place in that matter.
- 18.2 Should the officers referred to in clause 18.1 not be able to resolve the dispute within 7 (seven) days of it being referred to them, then they shall negotiate the appointment of a third party to act as a mediator and not as an arbitrator, to mediate in the resolution of the dispute.
- 18.3 Should the mediation referred to in clause 18.2 fail to resolve the dispute with 7 (seven) days after the appointment of the mediator, then either Party shall have the right to require that the dispute be referred to arbitration and that Party shall notify the other Party in writing identifying the dispute and setting out the relief required.
- 18.4 Such arbitration shall be held in English, in London, unless otherwise agreed, and shall be held in a summary manner with a view to its being completed as soon as possible.
- 18.5 There shall be 1 (one) arbitrator, who shall be a suitable qualified person and the appointment of the arbitrator shall be made in accordance with the rules of LCIA.
- 18.6 The decision resulting from such arbitration shall be final and binding on the Parties, and may be made an order of any court of competent jurisdiction.
- 18.7 Proceedings are to be held in camera and are confidential.

DOMICILIA AND NOTICES

- 19.1 The Parties choose *domicilia citandi et executandi* ("*domicilium* address") for all purposes arising from or pursuant to this Agreement, as follows –
- 19.1.1 as regards the LICENSOR at –
- 19.1.1.1 Gate House, Fretherne Road, Welwyn Garden City, Hertfordshire, AL8 6NS, United Kingdom;
- 19.1.1.2 **mathew.harrowing@intenda.us.com**
- 19.1.2** as regards the LICENSEE as set out in **Appendix 1.**
- 19.2 A Party shall be entitled from time to time, by written notice to the other, to vary its *domicilium* address to any other address which is not a post office box or *poste restante*.
- 19.3 All notices given in terms of this Agreement shall be in writing and any notice given by any Party to another ("the addressee") which –
- 19.3.1 Is delivered by hand shall be deemed to have been received by the addressee on the first business day after the date of delivery or transmission, as the case may be; and

- 19.3.2 if posted by pre-paid registered post to the addressee at its *domicilium* address for the time being shall be deemed to have been received by the addressee on the 14 (fourteenth) business days after the date of such posting.
- 19.4 Notwithstanding anything to the contrary contained or implied in this agreement, a written notice or communication actually received by one of the parties from another shall be adequate written notice or communication to such party.
- 19.5 The Parties record that whilst they may correspond via e-mail during the currency of this Agreement for operational reasons, no formal notice required in terms of this Agreement, nor any amendment or variation to this Agreement may be given or concluded via e-mail.

GENERAL

- 20.1 This Agreement constitutes the entire Agreement between the Parties with regard to the subject matter thereof and no other conditions, warranties, guarantees and representations shall be of any force or effect other than those which are included herein.
- 20.2 No alteration or variation to, or consensual cancellation of this Agreement shall be of any force or effect unless it is recorded in writing and signed by all the Parties to this Agreement.
- 20.3 No failure by a Party to enforce any provision of this Agreement shall constitute a waiver of such provision or affect in any way a Party's right to require performance of any such provision at any time in the future, nor shall the waiver of any subsequent breach nullify the effectiveness of the provision itself.
- 20.4 The Parties to this Agreement undertake to treat all matters relating to this Agreement as being confidential and, therefore, shall not, without the written approval of the others, disclose the provisions hereof to any third party.
- 20.5 The LICENSEE shall not be entitled to assign this Agreement nor all or any of its rights and/or obligations hereunder without the prior written consent of the LICENSOR.
- 20.6 In the event that any of the terms of this Agreement are found to be invalid, unlawful or unenforceable, such terms will be severable provided that the remaining provisions shall remain of full force and effect. If any invalid term is capable of amendment to render it valid, the Parties agree to negotiate an amendment to remove the invalidity.
- 20.7 The Parties shall each pay their own costs of negotiating, drafting, preparing and implementing this Agreement and the appendices to it.
- 20.8 In the event of any conflict arising between of the provisions contained in this Agreement and

that contained in the appendices attached hereto, the provisions contained in this Agreement shall take precedence.

- 20.9 Unless otherwise agreed in writing between the Parties, neither party shall for the duration of this Agreement and for a period of 6 (six) months after termination of this Agreement, for its own account or as a representative or agent for any third party, persuade, induce, encourage, procure or solicit the employees and/or consultants of the other party –
- 20.9.1 to become employed by, or interested directly or indirectly in any manner whatsoever in any business which is in competition with the business carried on by the other Party; or
- 20.9.2 to terminate his/her employment with the other Party; or
- 20.9.3 to furnish any information or advice to any unauthorised person of the other Party.
- 20.10 Save as is expressly provided for in this Agreement, no provision of this Agreement constitutes a stipulation for the benefit of a third person (i.e. a *stipulatio alteri*) which, if accepted by the person, would bind any Party in favour of that person.
- 20.11 The Parties undertake at all times to co-operate with each other in good faith in order to carry out this Agreement.

1 ACCEPTANCE OF LICENCE AGREEMENT

THE LICENSEE	
Authorized Signatory Name	
Designation	
Signature	
Date	
Place	

THE LICENSOR - INTENDA UK LTD	
Authorized Signatory Name	
Designation	
Signature	
Date	
Place	

APPENDIX 1

LICENSEE DETAILS

COMPANY NAME	
TRADING AS	
COMPANY REGISTRATION NUMBER	
AUTHORISED REPRESENTATIVE	
PHYSICAL ADDRESS	
POSTAL ADDRESS	
TELEPHONE NUMBER	
EMAIL ADDRESS	
COMMENCEMENT DATE	
TERRITORY	

APPENDIX 2

DESIGNATED SYSTEMS

MODULES	DESCRIPTION
<ul style="list-style-type: none"> ○ fraPses ○ AnalyticZ ○ Discovery ○ FlowZ ○ LegoZ 	<ul style="list-style-type: none"> ○ Federated and/or Virtualised Database Platform including a data provisioning layer ○ Real-time, self-service Analytical Visualisation ○ Database schema and data relationship discovery ○ Data Pipelining ○ Metadata Platform

APPENDIX 3

LICENSE FEES

LICENSE FEE (Currency)	TYPE OF LICENSE
CLIENT SPECIFIC – EX VAT	ANNUAL ENTERPRISE LICENSE/ PERPETUAL

APPENDIX 4

LICENSOR PAYMENT DETAILS

ACCOUNT HOLDER	Intenda UK Ltd
ACCOUNT NUMBER	
ACCOUNT TYPE	
BANK	
BRANCH	
BRANCH CODE	
SWIFT CODE	