



STANDARD TERMS AND CONDITIONS OF SALE AND LICENSING

Version No. 1.8.2 June 2018

AKATEC INGNIEROS SL ("AKATEC")

ALL SALES OF PRESAGIS PRODUCTS ARE SUBJECT TO THESE STANDARD TERMS AND CONDITIONS OF SALE AND LICENSING ("STANDARD T&C"). THE TERMS AND CONDITIONS SET FORTH BELOW CONSTITUTES THE ENTIRE AGREEMENT BETWEEN YOU (THE "LICENSEE" OR THE "BUYER") AND AKATEC FOR THE SALE OR LICENSING OF PRESAGIS PRODUCTS (AS DEFINED BELOW) AND/OR SERVICES SET FORTH IN THE QUOTE UNLESS OTHERWISE AGREED TO IN WRITING BY AKATEC.

BY ORDERING THE PRODUCT AND/OR THE SERVICES, YOU AGREE TO BE BOUND BY SUCH STANDARD T&C. AKATEC AGREEMENT TO THE SALE OR THE LICENSING OF ANY PRODUCTS OR SERVICES, IS EXPRESSLY CONDITIONED UPON BUYER'S ASSENT TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE EVENT THAT THE LICENSEE ISSUES ANY COMMERCIAL AGREEMENT, PURCHASE ORDER OR OTHER FORM OF ORDER (THE "PURCHASE ORDER") TO AKATEC FOR THE PURCHASE OF THE PRODUCT, IT IS AGREED THAT SUCH PURCHASE ORDER IS ISSUED EXCLUSIVELY FOR THE PURPOSE OF CONFIRMING BUYER'S PURCHASE OF THE SPECIFIED PRODUCT OR SERVICE AND THE PRICE THEREOF AND THAT NO OTHER TERMS AND CONDITIONS SPECIFIED OR PREPRINTED ON SUCH PURCHASE ORDER SHALL ADD OR MODIFY THESE STANDARD T&C.

In the event the Buyer issues a Purchase Order, it shall refer to the Quote number.

1. PRODUCTS AND SERVICES

The products, including any services, shall be those identified in AKATEC's Quote and ordered by Buyer and as further defined in the SLA (the "Products").

2. QUOTE

The fees and prices contained in the attached Quote (the "Fees") are valid for a period of fifteen (15) days from the date of the Quote, except if a different period is specified on the face of the Quote. Thereafter, the Fees are subject to change without notice. Any funds referred to in the Quote or these Standard T&C are in Euros unless otherwise specified by Akatec. The Fees do not include any applicable taxes, export fees, or other tariffs which are the sole responsibility of the Buyer. Prices quoted are for Spain and Portugal domestic use only. All training and consulting services do not include travel and expenses unless indicated otherwise and Buyer agrees to pay such travel and expense upon receipt of an invoice.

3. ORDER PROCESSING

Any delivery of Products or services rendered, in part or in whole, including, without limitation, any support and maintenance services ("S&M Services"), training, consulting or other work, shall not be deemed an acceptance of the Buyer's Purchase order and its terms and conditions unless accepted in writing by Akatec. Orders and payment must be addressed to the Akatec entity and the related address indicated on Akatec's Quote. Akatec reserves the right to require an order to be secured by irrevocable letter of credit.

4. DELIVERY

Akatec will deliver the Products to Buyer EXW from AKATEC's or Presagis' point of shipment (Incoterm 2000) as applicable. Partial shipments may be made and are invoiced separately upon shipment. No special packaging instructions will apply unless accepted in writing by Akatec. Akatec reserves the right to charge any special instructions for the packaging or the shipping of the Products.

5. PAYMENT AND ORDER CANCELLATION

Licensee agrees to pay any Fees for the Products as indicated in the Quote. Buyer agrees to pay Akatec the Fees within thirty (30) days of receiving an invoice from Akatec to this effect. Orders cancelled prior to shipment are subject to cancellation costs, which amount will be communicated by Akatec case by case. Orders cancelled after shipments are subject to acceptance by Akatec and issuance of a return material authorization number. Akatec

reserves the right to suspend S&M Services if payment for such service is past due. No credit, refund or extension of Software S&M Services period will be granted if services are delayed due to late payment. Presagis Products are protected from unauthorized copying and use by means of a license key or hardware locking technology (dongle). A temporary unlock key will be provided for approved Buyers during Akatec's standard payment terms period. Permanent hardware key will be issued after Akatec receives full payment. Any training must be paid in advance.

6. SOFTWARE LICENSE

The use of any Software is conditional of the acceptance of the SLA. A right-to-use License must be purchased prior to deployment of each copy of an application executable for commercial gain and is subject to the signature of a Right to Use Library License Agreement. No modification to source code of any Software shall be permitted under the S&M Services or under the SLA. Purchase and shipment of any Presagis Software that contains Presagis source code is conditional on Presagis' acceptance and return of a completed and signed Source Code License Agreement. In no event the Licensee shall be authorized to perform any corrective action or to cure any Software defect. Any third party software delivered by Akatec or Presagis is supported by the original software manufacturer only and may be subject to additional provisions. All Presagis Software has a ninety (90) day warranty from the date of receipt of the Software. The warranty includes the support for the licensing and for the installation on a supported platform during the said ninety (90) day period for the license key generation. For full terms and conditions of the warranty, please see the SLA. The warranty and the Software License Fees do not include Software updates or upgrades, twelve (12) months of S&M Services, the installation or the training. To receive these services during the warranty period and thereafter, you may purchase separately such services to the extent offered by Akatec.

7. SUPPORT AND MAINTENANCE SERVICES (S&M SERVICES)

Unless otherwise indicated, the duration of all S&M Services period is twelve (12) months. S&M Services provides technical assistance, Product upgrades, Product updates and access to support web. Presagis supports only the current and one (1) previous version of the Software and provides a twelve (12) months support for any discontinued Software. Defect corrections will be provided only on the current shipping version of the Software. The S&M Services do not include any consulting or professional service.

If you do not renew the S&M Services upon expiration, you may reinstate annual maintenance retroactively; renewing from the date of expiration through the next renewal anniversary. S&M Services period will commence upon delivery of the license key or dongle. New versions or new releases of any Software delivered during the S&M Services period is governed by the SLA contained in such Software. If you have purchased annual maintenance, and then add an option to your base License, the annual maintenance for the option must also be purchased. The price of annual maintenance for the option will be pro-rated so that the renewal date for your base License and options will be the same. If you have purchased annual maintenance and then modify your base License configuration, the annual maintenance of the new portion of the configuration must also be purchased. The difference between the price of annual maintenance for the original Product and the price of annual maintenance for the new configuration will be pro-rated so that the renewal date for the modified base License will remain the same.

Product updates will be made available from time to time and may include most recent defect corrections and workarounds. Product updates will be provided via electronic download or on digital media. Product upgrades, including Product enhancements and new features, will be made available from time to time, at Presagis' sole discretion, via electronic download or on digital media. The method of delivery for Product updates and upgrades is at the sole discretion of Presagis. For technical assistance, Akatec and Presagis may be contacted by e-mail or phone with questions related to the use of Presagis Products, and for assistance in identifying and reporting Software defects. Akatec and Presagis will provide the technical support within a reasonable timeframe.

Please visit www.akatec.es and www.presagis.com for the latest phone numbers and email addresses for T&M Services.

8. TRAINING

All Akatec's and Presagis' training materials are under copyright with all rights reserved to the owners. Unless otherwise set out in this section: (a) Akatec will not cancel or reschedule a training session to which Buyer has registered, and (b) all training fees, including Akatec's travel expenses to Buyer's site incurred by Akatec ("Training Fees") are non-refundable and due to Akatec regardless of the training cancellation. Buyer is responsible for all its travel expenses associated with any training.

Cancellation by Buyer of training at Akatec's site: If for any reason, Buyer cannot attend the training, Buyer has the option to (1) be transferred to the next available training session, (2) register to a different training of equivalent value, or (3) transfer the training certificate to another person in its organization, provided however that, for any of these options, a notice is provided to Akatec in a timely manner and that such option is exercised within 12 months of the initial training date.

Cancellation by Buyer of training at Buyer's site: If for any reason, Buyer wishes to cancel the training, Akatec will reschedule the training at no cost, provided however that Akatec is advised at least 30 days prior to the training and that the rescheduled training date is set within 12 months of the initial training date.

Cancellation by Akatec: If for any reason beyond Akatec's reasonable control, including instructor illness or cancelled flight, Akatec cannot provide the training, Akatec is entitled to cancel the training without any liability, provided however that it takes all reasonable steps to advise Buyer in a timely manner. Akatec will refund all training fees paid but it is not responsible for travel expenses incurred by Buyer.

9. CONSULTING SERVICES

In addition to these Standard T&C, Additional terms and conditions for consulting services apply to any consulting services order.

10. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY OBLIGATIONS

Any intellectual property rights and titles to any Software, Products, documentation or work product shall vest to and are the sole property of Presagis. The complete and entire term for the use of the Software is the SLA. No additional rights are granted to the Buyer unless accepted in writing by Presagis. In no circumstance the Buyer shall be entitled to continue any work or services for the reason Presagis is unable or unwilling to complete the work or provide the service or the Product and no additional rights shall be granted except those specifically stated in the SLA or the Standard T&C.

Buyer shall not use, duplicate or disclose outside its organization any of Akatec's and Presagis' Confidential Information, except as expressly authorized by this Agreement, and shall protect all such Confidential Information using the same degree of care which Buyer uses with respect to its own proprietary information, but in no event with safeguards less than a reasonably prudent business would exercise under similar circumstances with respect to like materials. Buyer shall take prompt and appropriate action to prevent unauthorized use, duplication or disclosure of Akatec's and Presagis' Confidential Information.

11. EXPORT

Presagis Products may be subject to one or more United States and Canada export laws and regulations, including the Export Administration Regulations, 15 C.F.R. §§ 730-774, the International Traffic in Arms Regulations, 22 C.F.R. §§ 120-130 and the Canadian Export and Import Permits Act, R.S., 1985, c. E-19. Please see the SLA for the complete export terms of the Products.

12. LIMITATION OF LIABILITY

AKATEC AND PRESAGIS SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR, AND BUYER SHALL INDEMNIFY AND HOLD AKATEC AND PRESAGIS HARMLESS FROM, ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES WHETHER IMMEDIATE, NON-IMMEDIATE, FORESEEABLE OR UNFORESEEABLE OR OF WHATSOEVER KIND OR NATURE, EVEN IF AKATEC AND/OR PRESAGIS HAD BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE

POSSIBILITY THEREOF, INCURRED BY BUYER OR ANY THIRD PARTY AS A RESULT OF, ARISING OUT OF THE LICENSE GRANTED TO THE BUYER, IN RELATION TO THE USE OR PERFORMANCE OF THE PRODUCT OR LACK, OR LOSS OF USE OF THE PRODUCT, OR SERVICES RENDERED FOR ANY REASON WHATSOEVER. AKATEC AND PRESAGIS EXPRESSLY DISCLAIM ALL LIABILITY WITH RESPECT TO, AND BUYER AGREES THAT AKATEC AND PRESAGIS SHALL HAVE NO LIABILITY WITH RESPECT TO, ANY DAMAGES CAUSED BY THE USE OF THE PRODUCT OR ANY MALFUNCTION OF THE PRODUCT OR ANY SERVICES RENDERED.

IN THE EVENT THAT THE ABOVE LIABILITY LIMITATION IS FOUND TO BE INVALID UNDER ANY APPLICABLE LAW OR IF AKATEC AND/OR PRESAGIS ARE CONDEMNED OR ORDERED TO PAY ANY DAMAGES TO BUYER, SUCH DAMAGES AWARD SHALL NOT EXCEED THE LESSER OF: A) THE DIRECT DAMAGES ACTUALLY INCURRED BY BUYER AS A RESULT OF AKATEC'S AND PRESAGIS' BREACH HEREOF; OR, B) THE AMOUNT ACTUALLY PAID BY BUYER TO AKATEC FOR THE PRODUCT OR SERVICE TO WHICH THE CLAIM RELATES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING SUCH CLAIM. ANY WARRANTY, LIABILITY, INDEMNIFICATION OR INFRINGEMENT CLAUSE IN ANY PURCHASE ORDER SHALL BE VOID AND HAVE NO EFFECT.

13. GOVERNING LAW

The Quote and the related Purchase Order will be governed by the Spanish laws. Any dispute regarding this Agreement shall be subject to the exclusive jurisdiction of the Madrid court and each party submits to the jurisdiction thereof. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or any Customer order issued under the Quote.

The License and its use will be governed as stated in the SLA of Presagis.

14. Intentionally left blank

15. ASSIGNMENT

Neither party can assign (by operation of law, merger or otherwise) this Agreement, or any of its rights, interests and obligations under it, without the prior written consent of the other party. Any purported assignment by a party without the other party's consent will be without effect. In the event of corporate merger, amalgamation, divestiture or asset sale, Akatec and Presagis will have the right to transfer and assign its rights, interests and obligations under the Agreement to any third party (Assignee), upon written notice to the other party, provided that the Assignee agrees, in writing, to all of the provisions set out in the Agreement. Notwithstanding any provision in the Agreement to the contrary, the Agreement may be assigned without notice in whole or in part by Akatec or Presagis to any of its subsidiaries and affiliated companies.