



Software License Agreement
Лицензионное соглашение
о программном обеспечении

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Лицензионное соглашение
о программном обеспечении

SLA # KAPPA-21096-200127

between
между

KAPPA Engineering

and
и

Tomsk Polytechnic University
(School of Earth Sciences & Engineering)
Томским Политехническим Университетом
(Инженерная школа природных ресурсов)



Software License Agreement

SLA # KAPPA-21096-200127

Лицензионное соглашение о программном обеспечении

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Terms in capital letters are defined in the General License Service Conditions (GLSC1908).

Термины, написанные заглавными буквами, определены в Общих условиях лицензии (GLSC1908).

By this AGREEMENT between **KAPPA** and

По данному СОГЛАШЕНИЮ между **КАППА** и

Tomsk Polytechnic University (School of Earth Sciences & Engineering) for the Department of Development and Exploitation of oil and gas fields, а university having its registered office at, **30 Lenina Avenue, 634050 Tomsk, Russian Federation,** referred to hereinafter and in the appendix as the CUSTOMER,

Томским Политехническим Университетом (Инженерная школа природных ресурсов) для Кафедры разработки и эксплуатации нефтяных и газовых месторождений, зарегистрированным по адресу: **634050, г. Томск, проспект Ленина, дом 30,** в дальнейшем, в том числе и в Приложении, именуемым КЛИЕНТ,

KAPPA grants to the CUSTOMER the LICENSE to use the SOFTWARE defined below, under the financial terms and conditions of this AGREEMENT.

КАППА официально предоставляет КЛИЕНТУ ЛИЦЕНЗИЮ на использование ПРОГРАММНОГО ОБЕСПЕЧЕНИЯ (ПО), указанного ниже, на следующих финансовых условиях этого СОГЛАШЕНИЯ.

The total AGREEMENT between the parties is composed of the different contractual documents listed in the table below. This table also lists the order of precedence of the different documents. If there is any conflict between the English and the Russian versions of the AGREEMENT, the English version shall prevail.

Полное СОГЛАШЕНИЕ между сторонами состоит из различных контрактных документов, перечисленных в таблице ниже. Документы в таблице перечислены в порядке приоритетности. В случае сомнения в толковании этих двух версий, английская версия будет иметь преобладающую силу над русским переводом.



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Order of precedence	List of Contractual documents	Part of the AGREEMENT
Приоритет	Перечень контрактных документов	Является ли частью СОГЛАШЕНИЯ
1	This Software License Agreement (SLA)	Yes/Да
	Данное Соглашение о Программном Обеспечении (SLA)	
2	Specific License Conditions (SLC)	-
	Особые Лицензионные Условия (SLC)	
3	Educational License Conditions (ELC)	Yes/Да
	Условия Академической Лицензии (ELC)	
4	Competitive Upgrade Conditions (CUC)	
	Условия по стимулированию к переходу на более совершенную версию (CUC)	
5	General License Service Conditions (GLSC 1908)	Yes/Да
	Общие условия лицензирования (GLSC 1908)	



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Description of the LICENSE and relevant financial conditions:

Описание ЛИЦЕНЗИИ и соответствующих финансовых условий:

License Agreement type: Тип лицензионного соглашения:	EDUCATIONAL УЧЕБНОЕ
License Agreement date: Дата лицензионного соглашения:	31st January 2020 31 января 2020г.
SOFTWARE acquired: Приобретаемое ПРОГРАММНОЕ ОБЕСПЕЧЕНИЕ:	KAPPA-WORKSTATION (Saphir NL + Topaze NL + Rubis + Azurite + Cirine) – Emeraude KAPPA-WORKSTATION (Saphir NL + Topaze NL + Rubis + Azurite + Citrine) – Emeraude
Number of LICENSES: Количество ЛИЦЕНЗИЙ:	1 NET license # 9346 for 25 users 1 сетевая лицензия # 9346 на 25 пользователей
Selected option: Выбранный вариант:	Option 2 Вариант 2
Unit LICENSE cost (excl. of VAT): Стоимость одной ЛИЦЕНЗИИ (без НДС):	FREE БЕСПЛАТНО
Total LICENSE cost (excl. of VAT): Стоимость всех ЛИЦЕНЗИЙ (без НДС):	FREE БЕСПЛАТНО
Delivery date: Дата поставки:	February 2020 Февраль 2020г.
End date: Дата окончания:	28th February 2021 28 февраля 2021г.

For KAPPA:

For the CUSTOMER/КЛИЕНТ:

Date: 31st January 2020	Дата:
Signature/подпись: Eric Gross	Подпись/Signature:
Name: Olivier Houzé Имя: Оливье Хузэ	Имя: Name:
Title/Должность: Managing Director/ Управляющий Директор	Должность/Title:



Educational License Conditions



Terms in capital letters are defined in the General License Service Conditions (GLSC).

This document defines the conditions of the AGREEMENT between KAPPA and the CUSTOMER, when the SOFTWARE is delivered for academic purposes. It is provided as an annex to a Software License Agreement (SLA). The order of precedence of the different documents is defined in the SLA.

Article 1 - Qualification for an EDUCATIONAL SOFTWARE LICENSE

The CUSTOMER is a University, a School or an Institute with a recognized Petroleum Engineering Department. It performs student training and/or research involving the methodology implemented in the SOFTWARE. KAPPA, at its sole discretion, has decided to offer a SOFTWARE LICENSE for free or at marginal fee. This EDUCATIONAL LICENSE has the status of a RENTAL LICENSE at preferential rate. It is valid for one (1) year from the Delivery Date and may be synchronized with a calendar year or an academic year. It is not renewed by default.

Article 2 - SOFTWARE LICENSE

The LICENSE provided with this AGREEMENT is a NET LICENSE for twenty-five (25) simultaneous users.

Article 3 - LICENSE fee

The CUSTOMER may select between two options. The selected option is indicated in the Software License Agreement:

- Option 1: For a fee of 1,000 € or 1,250 US\$ per year, exclusive of VAT, the LICENSE is delivered with no reporting obligation.
- Option 2: The LICENSE is free of charge, in exchange for the following information, provided at least once per year:
 - A list of courses where the SOFTWARE was used with a profile of the students
 - Feedback and suggestions on the SOFTWARE
 - A copy of the reports on any research where the SOFTWARE was used
 - A list of projects underway related to past, present or future usage of the SOFTWARE

Article 4 - Contractual commitment

The SOFTWARE will be used solely and exclusively for academic purpose, either for teaching or for research by the students. Under no circumstances should the SOFTWARE be used for commercial gain or reward and hence no consulting services or remunerated training will be delivered using the SOFTWARE. Should the SOFTWARE be required for commercial usage, the CUSTOMER will contact KAPPA and the KAPPA price list will apply. Any infringement of this condition will be seen as a serious breach of good faith and the AGREEMENT will be terminated immediately.

Article 5 - Termination

Both parties have the right to terminate this AGREEMENT without prior notice or formal procedure and without justification.

../ End of Document

CUSTOMER initials	KAPPA initials
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GENERAL LICENSE AND SERVICES CONDITIONS

1. GENERAL PRINCIPLES

These General License and Services Conditions (hereinafter referred to as the 'GLSC') apply to all SOFTWARE and SERVICES offered by the SUPPLIER.

In the absence of a specific contract signed by both PARTIES, the mere act of the CUSTOMER proceeding with the installation of the SOFTWARE implies the full acceptance of the GLSC integrated in the SOFTWARE installation procedure.

When a specific contract is signed between the CUSTOMER and the SUPPLIER, the only terms and conditions that may prevail over these GLSC are those integrated in the AGREEMENT that have precedence over these GLSC.

2. DEFINITIONS

In these GLSC and the AGREEMENT, the following definitions apply:

AFFILIATE(S): Any company which controls, is controlled by, or which is controlled by an entity that controls, either PARTIES. 'Control' means the direct or indirect ownership of fifty percent (50%) or more of the capital and the voting stock rights of a PARTY.

AGREEMENT: In the absence of a specific contract signed by the PARTIES, the GLSC constitute the whole AGREEMENT upon acceptance of these GLSC when a SOFTWARE is installed by the CUSTOMER. Otherwise the AGREEMENT is constituted by the specific contract, optionally the SLSC, these GLSC and any other annex and/or amendment signed by the PARTIES.

CITRINE: A SOFTWARE developed in cooperation between KAPPA and a third party, for which specific conditions apply.

CLOUD LICENSE: A SOFTWARE LICENSE installed on a VIRTUAL MACHINE created in the cloud or in a computing center, where HARDWARE KEY cannot be installed, protected by a SOFTWARE KEY specifically designed to handle VIRTUAL MACHINES with 'strong identifiers'.

COMMERCIAL PROPERTY: The right for a PARTY to control the conditions of commercialization of a SOFTWARE or SERVICES.

CONSULTANT: Any SUPPLIER's employee, associate consultant, instructor, and/or agent who provides the SERVICES to the CUSTOMER for and on behalf of the SUPPLIER.

CONSULTING: The delivery by the CONSULTANT of expert work, reporting and advice based on data and information provided by the CUSTOMER to the CONSULTANT.

DATE OF DELIVERY: For SOFTWARE, the date when the CUSTOMER has received all technical elements required to download and install the SOFTWARE; for SERVICES the moment when the SUPPLIER has completed the SERVICES.

DELIVERABLES: All documents, licensed software, products and materials developed by KAPPA or its agents, subcontractors, consultants and employees in relation to the SOFTWARE and/or SERVICE provided in any form, either tangible or intangible.

DISCLOSER: The PARTY disclosing CONFIDENTIAL INFORMATION to the RECIPIENT.

GLSC: These General License and Service Conditions.

HARDWARE KEY: A piece of hardware (also called dongle or bitlock), connected to a computer port, required, as an alternate or complement to a SOFTWARE KEY, to execute the SOFTWARE.

INTELLECTUAL PROPERTY: Any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, rights of author, know-how, trademark, trade secret, database protection or other intellectual property right laws, and all similar or equivalent rights or forms of protection, in any part of the world.

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KAPPA: KAPPA Engineering SA, a company incorporated in France under the (RCS) number 342.067.857, with headquarters located 17, rue Eugène Delacroix, 75116 Paris, France. KAPPA is the legal owner of the SOFTWARE.

KTCS: KAPPA Training & Consulting Services Ltd, a company incorporated in the United Kingdom under the number 5413231, with headquarters located 1st Floor Brookworth House, 99 Bell Street, Reigate, Surrey, RH2 7AN, United Kingdom. KTCS is an affiliate of KAPPA and centralizes the delivery of SERVICES.

LICENSE: The right to use the SOFTWARE in accordance with the provisions of this GLSC for any legal purpose as set out in this GLSC and limited to the scope of the latter.

LICENSE FEE: The fee that CUSTOMER pays to SUPPLIER for the usage of the LICENSE.

LICENSE SERVER: The machine hosting the NETWORK LICENSE mechanism, distributing to CUSTOMER the right to use the SOFTWARE.

LTA: License Transfer Agreement, the document signed by the SUPPLIER, the CUSTOMER and a third party, to authorize the transfer of the SOFTWARE LICENSE to this third party.

MAINTENANCE: A service provided by the SUPPLIER to the CUSTOMER, including access to all new releases of the SOFTWARE and TECHNICAL SUPPORT on the SOFTWARE usage.

NETWORK (or NET) LICENSE: A SOFTWARE LICENSE, protected by a HARDWARE and/or SOFTWARE KEY, set for a specific number of simultaneous users on a computer network.

PARTY: Either the CUSTOMER or the SUPPLIER.

PARTIES: The CUSTOMER and the SUPPLIER.

PERPETUAL LICENSE: A LICENSE where the CUSTOMER acquires the right, for an unlimited time and for any legal purpose as set out in the AGREEMENT in accordance with the provisions of the latter, to use only the versions of the SOFTWARE delivered during the period of MAINTENANCE.

QUOTATION: The formal statement, submitted by SUPPLIER, setting out the content and the estimated fee for the SOFTWARE and the SERVICES referred to in the AGREEMENT.

RECIPIENT: The PARTY receiving CONFIDENTIAL INFORMATION from the DISCLOSER.

RENTAL LICENSE: A LICENSE where the CUSTOMER acquires the right, for a limited time and for any legal purpose, to use all versions of the SOFTWARE delivered during the RENTAL PERIOD. The LICENSE FEE includes MAINTENANCE during the RENTAL PERIOD.

RENTAL PERIOD: The limited time period the CUSTOMER acquires the right to use the SOFTWARE. The beginning of the RENTAL PERIOD will be the DATE OF DELIVERY and the end of the RENTAL PERIOD will be defined in the AGREEMENT.

SERVICES: The TRAINING and/or the CONSULTING services provided in accordance with the provisions of the AGREEMENT.

SLSC: Specific License and Service Conditions, an optional document that defines the contractual elements, inserted between the specific contract and the GLSC, which deviate from or complement the GLSC, and which have precedence over these GLSC.

SOFTWARE: A computer program, in binary form, which ownership is defined in the Article 4.2, which comprises series of instructions, regardless of the media in which recorded, that allow or cause a computer to perform a series of specific operations. In the AGREEMENT the delivery of SOFTWARE excludes any access to the source code from which the binary objects were created. Delivery of the SOFTWARE also includes documentation such as user manuals, installation instructions, operating instructions and other similar items, regardless of storage medium, that explain the capabilities of the SOFTWARE or provide instructions for using the SOFTWARE.

SOFTWARE KEY: A text file (also called FlexLM license file), installed on a computer disk, required, as an alternate or complement to a HARDWARE KEY, to execute the SOFTWARE.

SPECIFICATIONS: KAPPA technical details of the SOFTWARE mentioned.

STAND-ALONE LICENSE: A LICENSE to use the SOFTWARE on one (1) computer at a time.

CUSTOMER initials	SUPPLIER initials 
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SUPPLIER: The company that supplies the SOFTWARE and/or the MAINTENANCE and/or the SERVICES to the CUSTOMER. It may be KAPPA, KTCS or any company, AFFILIATE of KAPPA or not, legally entitled by KAPPA to act as SUPPLIER.

TECHNICAL SUPPORT: support services, delivered by telephone, fax, e-mail or other online services, delivered by the SUPPLIER to the CUSTOMER on the usage of the SOFTWARE during the KAPPA regional offices opening hours. TECHNICAL SUPPORT excludes any training on methodology or any assistance on interpretations.

TRAINING: Delivery by the CONSULTANT to the CUSTOMER's employee(s) of training in petroleum exploration and production related methodology, theory and/or practice, and/or on the usage of the SOFTWARE.

USERS: The CUSTOMER, its employees but only employees having an interest to use the SOFTWARE, CUSTOMER'S AFFILIATE and the CUSTOMER'S AFFILIATE employees having an interest to use the SOFTWARE.

VIRTUAL MACHINE: One software instance of an operating system along with one or more SOFTWARE running on an isolated partition within a physical computer. It enables different operating systems to run on the same computer at the same time.

3. CONSTRUCTION

In the AGREEMENT, including these GLSC, the following rules apply:

- (a) The headings in the AGREEMENT do not affect interpretation;
- (b) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality), an association (whether incorporated or not), a government and a governmental, semi-governmental or local authority or agency;
- (c) References to a party includes its personal representatives, successors or permitted assigns;
- (d) References to 'including' or 'includes' shall be deemed to have the words 'without limitation' inserted after them;
- (e) References to articles are to articles of the AGREEMENT;
- (f) Words in the singular include the plural and those in the plural include the singular; and
- (g) In the event the AGREEMENT or any part of it is translated into another language, only the English language version shall be valid in the event of a conflict.

The AGREEMENT shall replace and supersede all previous contract or document signed between the CUSTOMER and the SUPPLIER on SOFTWARE and SERVICES delivered in the context of this AGREEMENT.

4. SOFTWARE LICENSES

4.1. GRANT

In consideration of the LICENSE FEES, the SUPPLIER grants to the CUSTOMER and USERS a non-exclusive, non-transferable right to use the SOFTWARE, in accordance with the terms and conditions of the AGREEMENT, and for CUSTOMER's business purposes only.

4.2. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

With the exception of CITRINE, KAPPA warrants to be the sole owner of the SOFTWARE and that it has all INTELLECTUAL PROPERTY rights of the SOFTWARE. For CITRINE, KAPPA warrants that the INTELLECTUAL PROPERTY of this SOFTWARE is shared between KAPPA and DeGolyer & MacNaughton, a Delaware corporation with its principal place of business at 5001 Spring Valley Road, Dallas, Texas 75244 U.S.A. KAPPA owns the COMMERCIAL PROPERTY of all SOFTWARE, including CITRINE.

CUSTOMER initials	SUPPLIER initials



The AGREEMENT does not grant or transfer, to the CUSTOMER, any KAPPA's INTELLECTUAL PROPERTY and/or COMMERCIAL PROPERTY rights of and/or related to the SOFTWARE. Nothing confers or shall be deemed to confer to the CUSTOMER any rights to use any KAPPA's INTELLECTUAL PROPERTY rights, except as specified in the Article 4.1 of these GLSC.

The CUSTOMER will not take any action that might impair or challenge in any way any right, title or interest of KAPPA in any such INTELLECTUAL PROPERTY and/or COMMERCIAL PROPERTY rights. The CUSTOMER will not alter nor remove KAPPA's trade names, trademarks or copyright notices and all other INTELLECTUAL PROPERTY notices or markings on the SOFTWARE.

4.3. LIMITATION OF USE

Without limitation, the CUSTOMER agrees not to modify, alter, reverse, engineer, interfere, decompile, disassemble, disclose, decrypt, incorporate other software or create derivative work of any part of the SOFTWARE or other modifications which reduce the SOFTWARE to human-readable form to gain access to INTELLECTUAL PROPERTY or CONFIDENTIAL INFORMATION of and/or related to the SOFTWARE.

CUSTOMER may copy the SOFTWARE and DELIVERABLES for backup purposes only, provided that all KAPPA trade names, trademarks or copyright notices and all other INTELLECTUAL PROPERTY notices or markings are reproduced.

CUSTOMER agrees that it will not itself, or through any parent, USERS, AFFILIATES, agent or any other third party: sell, lease, license, sublicense, lend, encumber or otherwise deal by all means with any portion of the SOFTWARE or DELIVERABLES. The CUSTOMER warrants that it will reasonably inform all USERS of the terms and conditions of the AGREEMENT, including all limitations of use.

4.4. UNFAIR COMPETITION

The CUSTOMER has the right to use any competitor software. However the CUSTOMER will not use its knowledge of the SOFTWARE, the DELIVERABLES, any other INTELLECTUAL PROPERTY and/or any proprietary rights of KAPPA, to develop, help develop or give specifications to improve a third party product that compete with the SOFTWARE.

If the CUSTOMER decides to develop or help develop a product competing with the SOFTWARE, the CUSTOMER will formally inform KAPPA in writing in advance and ensure that the conditions of this AGREEMENT are strictly enforced during the development of this competing product.

4.5. CONVERSION OF A RENTAL LICENSE INTO A PERPETUAL LICENSE

The CUSTOMER may convert a RENTAL LICENSE into a PERPETUAL LICENSE at any time, and will get a credit for the RENTAL PERIOD, under the following conditions:

- (a) No credit will apply for RENTAL LICENSES invoiced on a monthly basis.
- (b) For other rentals, the CUSTOMER will be credited an amount equal to the cost of rental paid in the last twelve (12) calendar months for the same LICENSE before the conversion, minus the corresponding price of MAINTENANCE for the same period.

4.6. PROTECTION KEYS

The CUSTOMER agrees not to attempt to modify, alter, reverse engineer or in any way interfere with the security provisions incorporated in the SOFTWARE KEYS and HARDWARE KEYS, and to implement appropriate measures to grant that all USERS of the SOFTWARE respect such commitment.

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Replacement of a HARDWARE KEY:

- (a) Keys which have failed without CUSTOMER's misuse will be replaced at no cost;
- (b) Damaged keys will be replaced at cost;
- (c) Lost PERPETUAL keys will not be replaced. However: the CUSTOMER may acquire a replacement key for 50% of the relevant digressive discount rate; or if the conditions of usage represent a high risk of loss, the CUSTOMER may decide to obtain a key with a RENTAL (limited duration) setting and only the penalty for the loss RENTAL key (described below) will apply;
- (d) RENTAL keys are programmed to stop working after the date of expiration of the LICENSE. Security provisions neutralize the key if the computer date is arbitrarily changed, accidentally or in an attempt to by-pass this restriction. The CUSTOMER should therefore notify USERS to always check that the computer date is correct before using the SOFTWARE. Disabled keys can be reset and extended by SUPPLIER by telephone or e-mail. Should the key be lost, CUSTOMER will indemnify SUPPLIER for the cost of the remaining RENTAL PERIOD until the limit date of the lost key. Alternately, CUSTOMER may decide to only replace the lost key on the date of its technical expiration.

4.7. VIRTUAL MACHINES, CLOUD AND COMPUTING CENTERS

Installation of the SOFTWARE LICENSE on a VIRTUAL MACHINE in the cloud or in a computing center where HARDWARE KEY cannot be installed, require a CLOUD LICENSE.

4.8. MAINTENANCE AND TECHNICAL SUPPORT

Unless specifically agreed otherwise, the initial fee paid by the CUSTOMER for a PERPETUAL LICENSE specified in the AGREEMENT includes one (1) year of MAINTENANCE from the DATE OF DELIVERY.

For LICENSES under MAINTENANCE, the SUPPLIER commits to release at least once a year a commercial update which corrects all errors detected on the previous commercial version and reported to the SUPPLIER at least two (2) months before this release.

CUSTOMER shall be entitled to receive MAINTENANCE only upon complete payment of the annual MAINTENANCE fee as set forth in the QUOTATION. If the CUSTOMER ceases paying MAINTENANCE invoices, this will automatically terminate the MAINTENANCE.

Beyond this initial period of one year, MAINTENANCE is tacitly extended every year and SUPPLIER will either send a MAINTENANCE QUOTATION or directly issue an invoice. The CUSTOMER will be allowed to terminate the MAINTENANCE by rejecting the QUOTATION by writing within one month from the reception of the MAINTENANCE quotation.

Interruption or termination of MAINTENANCE does not constitute a termination of a PERPETUAL LICENSE. A CUSTOMER that acquired a PERPETUAL LICENSE maintains the right to use the versions of the SOFTWARE that were released during the active MAINTENANCE period, in perpetuity but with no guaranty that it will remain compatible with updates of Operating Systems.

Notwithstanding the statement above, a PERPETUAL NETWORK LICENSE for 'N' users, if not maintained for three (3) years will be automatically converted into 'N' STAND ALONE LICENSES, each protected by one STAND ALONE key.

MAINTENANCE is a continuous process. When a MAINTENANCE period expires, the CUSTOMER will have twelve (12) months to renew it. If the MAINTENANCE is renewed within this delay the start of the new MAINTENANCE period will be the time of expiration of the previous maintenance.

If the CUSTOMER fails to renew the MAINTENANCE within this delay the SUPPLIER will have no obligation to offer any MAINTENANCE service to the unmaintained LICENSE, even with the payment of the unmaintained period.

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No TECHNICAL SUPPORT will be delivered beyond the MAINTENANCE period, even on versions of the SOFTWARE released during this period, and only SOFTWARE errors ('bugs') formally notified to SUPPLIER by the CUSTOMER before the end of the MAINTENANCE period will be corrected.

4.9. SOFTWARE WARRANTY

The SUPPLIER warrants that the SOFTWARE operates according to its SPECIFICATIONS. However the SUPPLIER does not warrant that the SOFTWARE is error-free.

The CUSTOMER accepts responsibility for the selection of the SOFTWARE to achieve its intended results and acknowledges that the SOFTWARE has not been developed to meet the individual requirements of the CUSTOMER.

If, within thirty (30) days from the DATE OF DELIVERY of the SOFTWARE or the release of any new version of the SOFTWARE ('WARRANTY PERIOD'), the CUSTOMER evidences that the SOFTWARE does not meet this SPECIFICATION, it will formally notify the SUPPLIER by way of written courier letter to the SUPPLIER's registered office with the description of the SOFTWARE failure to be received prior to the expiry of the 30 days period ('NOTIFICATION') and thereafter provide all such further information reasonably required by the SUPPLIER.

Upon receipt of such letter, the SUPPLIER will then have thirty (30) days to: [1] prove that there is no failure; or [2] rectify the problem and deliver a corrected version of the SOFTWARE.

If the SUPPLIER fails to do either of the above within thirty (30) days, the CUSTOMER will be eligible for reimbursement upon termination by CUSTOMER and the reference date will be the date of NOTIFICATION, under the following conditions:

- (a) PERPETUAL LICENSES: CUSTOMER will be credited for the difference (if positive) between the PERPETUAL LICENSE FEE and the RENTAL FEE for the period between the delivery of the LICENSE and the date of NOTIFICATION. In other words, the net cost to the CUSTOMER will be the RENTAL FEE for the period during which the SOFTWARE was either satisfactory or during which such dissatisfaction had not been notified to the SUPPLIER.
- (b) RENTAL LICENSES: Any LICENSE FEE paid in advance will be refunded in proportion to the amount of time left to run in respect of the period for which advance payment was made. In this case, the minimum RENTAL period described in Article 4.11 of these GLSC will not apply.

Warranty only applies if the SOFTWARE has been properly installed and used according to the SUPPLIER's instruction, and that the SOFTWARE has not been modified nor altered.

4.10. ADJUSTMENTS AND PAYMENTS

The fees in relation to the RENTAL or PERPETUAL LICENSE are set out in the QUOTATION.

The KAPPA digressive price list is based on the number of STAND-ALONE LICENSES. The fee for a NETWORK LICENSE is based on an equivalent number of STAND-ALONE users. A NET LICENSE for N concurrent users is equivalent to $[1.5 * N]$ STAND-ALONE LICENSES.

Adjustment fees for LICENSE users:

- (a) KAPPA shall be entitled, every year, to revise and adjust the fees (including MAINTENANCE fees) related to the SOFTWARE. Unless specifically agreed otherwise with the CUSTOMER, the increase will not exceed the cumulative European Union Consumer Price Index (or EU-CPI) since the date of the previous increase. If the European Union Consumer Prices index ceases to exist in its current form, the index shall be replaced by a similar index that reflects as closely as possible the evolution of the EU-CPI.
- (b) By default all prices are quoted in Euros from the reference price list available on the KAPPA website. By mutual agreement between the PARTIES, invoicing may be in an alternative currency. In this case, prices will be converted at the spot rate of the day based on the official rate quoted in the Financial Times with a quoted validity period.

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- (c) Although an invoice may be in an alternative currency, in all cases the AGREEMENT will be denominated in Euros. In the case of MAINTENANCE, payment will be quoted in Euros in accordance with the indexed MAINTENANCE price or the price list in force at the time MAINTENANCE falls due. In the event that the MAINTENANCE price list exceeds the indexed price specific prior agreement will be sought from the CUSTOMER.
- (d) In the event that additional LICENSES of the same SOFTWARE type are purchased, a digressive discount will apply to all centralized LICENSES (meaning the same billing address) of the same SOFTWARE type in line with the price list in force at the time of the new acquisition. For the avoidance of doubt, additional purchases will invoke the current price list for all LICENSES of the same type and provide the commensurate digressive discount to all centralized LICENSES of the same SOFTWARE type.

Payments: Unless otherwise agreed by a written agreement between the PARTIES, all invoices shall be paid within thirty (30) calendar days after receipt by the CUSTOMER of such invoice ("DUE DATE"). All the sums of money owed by the CUSTOMER to the SUPPLIER will be deemed to have been paid, when the total amount of the sums owed will be on the SUPPLIER's bank account.

Penalty for late payment: In case of non-payment or late payment of such invoices, by the CUSTOMER, on the DUE DATE, as in application by rights of this AGREEMENT, the SUPPLIER reserves the right to apply to the CUSTOMER a penalty for late payment as stated in the Late Payments of Commercial Debts (Interest) Act 1998.

4.11. EFFECT OF SOFTWARE LICENSE TERMINATION

Upon termination, as stated in Article 9:

- (a) All rights granted to the CUSTOMER under this AGREEMENT shall cease;
- (b) The CUSTOMER shall cease all activities authorized by this AGREEMENT;
- (c) The CUSTOMER shall immediately pay to the SUPPLIER any sums due to the SUPPLIER under this AGREEMENT and termination shall not be a waiver of any monies due;
- (d) For a RENTAL LICENSE, the termination reference date will be the date the SOFTWARE leaves the CUSTOMER's office by registered or courier mail. Any RENTAL FEE paid in advance will be refunded 'pro rata temporis' beyond the minimum RENTAL PERIOD of one (1) month.
- (e) The CUSTOMER will immediately return any HARDWARE KEY, delete and never restore any SOFTWARE KEY, return or destroy the physical support of the SOFTWARE, delete and never restore any copy of the SOFTWARE, and, in the case of destruction, certify in a signed statement to the SUPPLIER that it has done so. However it is acknowledged that installations may be performed on computer networks where regular and systematic back-ups are performed by the CUSTOMER. The CUSTOMER will not have to delete the SOFTWARE from the back-up media provided that the SOFTWARE is not restored;
- (f) The applicable material should be returned by hand, by special carrier (DHL, FedEx, UPS, etc) or registered courier (France only). When reimbursement or complementary invoicing is applicable, the reference date will be the date at which the material leaves the CUSTOMER's office by courier delivery. In the case of loss, standard mail delivery will not be considered as a suitable method of returning the LICENSE;
- (g) Files created by the SOFTWARE during the period of legitimate usage of the SOFTWARE remain the sole property of the CUSTOMER. For some KAPPA products, a subset of the SOFTWARE called a 'Reader' is available free on the KAPPA website. A Reader can load SOFTWARE files, print reports and export SOFTWARE data to ASCII format. The CUSTOMER has the right to keep permanently a copy of this Reader.

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5. SERVICES

5.1. OWNERSHIP

SOFTWARE ownership

SERVICES generally involve some usage of the SOFTWARE. CUSTOMER represents, warrants, acknowledges and agrees that KAPPA has and will retain all INTELLECTUAL PROPERTY rights, title, interests and all ownership, in and/or to the SOFTWARE, the use of the SOFTWARE during the SERVICE, all SOFTWARE updates and/or modifications supplied during the MAINTENANCE, all DELIVERABLES provided by KAPPA and all derivative works thereof. Nothing confers or shall be deemed to confer on CUSTOMER any rights to use any INTELLECTUAL PROPERTY rights of KAPPA, unless such rights are explicitly granted in writing by KAPPA in a separate agreement.

CUSTOMER will not take any action that might impair or challenge in any way any right, title or interest of KAPPA in any such KAPPA INTELLECTUAL PROPERTY rights. CUSTOMER must not alter or remove KAPPA trade names, trademarks or copyright notices and all other INTELLECTUAL PROPERTY notices or markings on the SOFTWARE, SERVICE and/or DELIVERABLES.

TRAINING ownership

In the case of TRAINING, CUSTOMER will not have any rights or any INTELLECTUAL PROPERTY rights to any course material or immaterial or example delivered by the CONSULTANT during the execution of the TRAINING. However CUSTOMER shall have a non-transferable, non-exclusive license to use, the course material and examples, delivered by CONSULTANT, including the KAPPA DDA book, manuals and examples that provides theory, methodology and practical application of the SOFTWARE, for the CUSTOMER's business purposes only. CUSTOMER, shall, expressly, not have any right or any INTELLECTUAL PROPERTY to the PowerPoint presentations associated with the TRAINING which shall remain the property of KAPPA.

CONSULTING ownership

In case of CONSULTING, CUSTOMER shall be the owner of the following support: the files, reports and deliverables created by the CONSULTANT(s) during the execution of the CONSULTING. Unless explicitly agreed otherwise in writing by KAPPA in a separate agreement, CUSTOMER will not have any INTELLECTUAL PROPERTY to any new idea on methodology or SOFTWARE improvement that the CONSULTANT may have during the execution of the CONSULTING. Any provision of idea by CUSTOMER to the CONSULTANT will not be considered as an acknowledgement by the SUPPLIER that this idea is a new idea and that CUSTOMER has a right or any INTELLECTUAL PROPERTY rights to this idea.

If CUSTOMER considers that a new idea should be treated as CONFIDENTIAL INFORMATION, to which CUSTOMER should keep an INTELLECTUAL PROPERTY right, CUSTOMER will inform the SUPPLIER and obtain from the SUPPLIER a written agreement before communicating this idea to the CONSULTANT(s).

5.2. CONTENT OF CONSULTING SERVICES

CUSTOMER acknowledges that the content of the CONSULTING is specified in the QUOTATION. Any additional operation beyond the scope of the QUOTATION is not supposed to be part of the CONSULTING mutually agreed otherwise by the PARTIES and shall be by default subject to a new QUOTATION.

5.3. ADJUSTMENTS AND PAYMENTS

The fees and payment conditions in relation to the SERVICE are set out in the QUOTATION.

Invoicing, settlements and payments for SERVICE provided:

- (a) The CUSTOMER shall pay the invoice prior to the delivery of the TRAINING and/or CONSULTING services or shall pay in advance on-line. No registration of a TRAINING and/or CONSULTING SERVICE will be effective until the full payment of the invoice.

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- (b) Invoices shall reference the AGREEMENT by the assigned CUSTOMER number and may be accompanied by supporting documentation and timesheets. VAT or its equivalent will be added if applicable.
- (c) Unless agreed otherwise in writing by the PARTIES, all invoices shall be paid within thirty (30) calendar days after receipt by the CUSTOMER of such invoices ('SERVICE DUE DATE').
- (d) Penalty for late payment: In case of non-payment or late payment of such invoices, by the CUSTOMER, on the DUE DATE, as in application by rights of this AGREEMENT, the SUPPLIER reserves the right to apply to the CUSTOMER a penalty for late payment as stated in the Late Payments of Commercial Debts (Interest) Act 1998.

5.4. SERVICES WARRANTIES

SUPPLIER warrants that the CONSULTANT(s) will make reasonable efforts to diligently perform this SERVICE in a workmanlike manner.

Further, the SERVICE includes TRAINING on and effective interpretations of test or other data. The CUSTOMER agrees that any recommendation or reservoir description based upon such interpretations are opinions based upon inferences from measurements, empirical relationships and theoretical assumptions which are not infallible and with respect to which professional engineers or analysts may differ.

Accordingly, the SUPPLIER cannot and does not warrant the accuracy, correctness or completeness of any such interpretation, recommendation or reservoir description. Under no circumstances should any such interpretation, recommendation or reservoir description be relied upon as the sole basis for any drilling, completion, well treatment, production or financial decision or any procedure involving any risk to the safety of any drilling venture, drilling rig or its crew or any other individual.

The CUSTOMER has full responsibility for any such decisions and for all decisions concerning other procedures relating to the drilling or production operation. No responsibility is therefore accepted or implied for any errors in the derived parameters or any losses arising from the use of these results either directly or consequentially. The validation and the use of the results are therefore wholly the responsibility of the CUSTOMER.

5.5. TERMINATION

Termination of the AGREEMENT before its full execution is subject to approval by both PARTIES, except for provisions defined in Article 9.

6 OTHER WARRANTIES

So far as and to the extent permitted by the applicable governing laws, all other conditions, warranties or other terms which might have effect between the PARTIES or be implied or incorporated into the AGREEMENT or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

7 NON INFRINGEMENT

KAPPA shall defend the CUSTOMER at its sole expense (excluding fault or willful misconduct by CUSTOMER) against any and all legal proceedings, or, at its option, settle any claim or action, brought against CUSTOMER or KAPPA, claiming infringement of any INTELLECTUAL PROPERTY rights based on SOFTWARE, upon any method, material or equipment (excluding any such method, material or equipment provided by CUSTOMER to KAPPA) used or provided by KAPPA in performance of the SERVICES ('INFRINGEMENT CLAIM'), and KAPPA shall be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or entitled to any sums awarded to the CUSTOMER as a result of or in connection with any such INFRINGEMENT CLAIM.

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If any third party makes an INFRINGEMENT CLAIM, or notifies an intention to make an INFRINGEMENT CLAIM against the CUSTOMER, KAPPA's obligations under this Article 7 or otherwise are conditional on the CUSTOMER:

- (a) as soon as reasonably practicable, giving written notice of the INFRINGEMENT CLAIM to KAPPA, specifying the nature of the claim in reasonable detail;
- (b) not making any admission of liability, agreement or compromise in relation to the INFRINGEMENT CLAIM without the prior written consent of KAPPA (such consent not to be unreasonably conditioned, withheld or delayed);
- (c) giving KAPPA and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the CUSTOMER, so as to enable KAPPA and its professional advisers to examine them and to take copies (at KAPPA's expense) for the purpose of assessing the INFRINGEMENT CLAIM; and
- (d) subject to KAPPA providing security to the CUSTOMER to the CUSTOMER's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, taking such action as KAPPA may reasonably request to avoid, dispute, compromise or defend the INFRINGEMENT CLAIM.

If any INFRINGEMENT CLAIM is made, or in KAPPA's reasonable opinion is likely to be made, against the CUSTOMER, KAPPA may at its sole option and expense:

- (a) procure for the CUSTOMER the right to continue using or maintaining the SOFTWARE (or any part thereof) in accordance with the terms of the AGREEMENT;
- (b) modify the SOFTWARE so that it ceases to be infringing;
- (c) replace the SOFTWARE with non-infringing software; or
- (d) terminate this LICENSE immediately by notice in writing to the CUSTOMER and refund any of the fee paid by the CUSTOMER as at the date of termination (less a reasonable sum in respect of the CUSTOMER's use of the SOFTWARE to the date of termination) on return of the SOFTWARE and all copies thereof in accordance with Article 4.11 provided that if KAPPA modifies or replaces the SOFTWARE, the modified or replacement SOFTWARE must comply with the warranties contained in Article 4 and the CUSTOMER shall have the same rights in respect thereof as it would have had under those articles had the references to the date of the AGREEMENT been references to the date on which such modification or replacement was made.

8 CONFIDENTIALITY

8.1. CONFIDENTIAL INFORMATION

Both PARTIES agree and acknowledge that they will be exposed to confidential information concerning the other PARTY. 'CONFIDENTIAL INFORMATION' means and includes, but not limited to:

- written, graphic or machine-readable information including, but not limited to, that which relates to patents, patent applications, research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software (including source and object code), hardware configuration, computer programs, algorithms, regulatory information, business plans, agreements with third parties, services, customers, marketing or finances of the DISCLOSER.
- Trade secret (meaning information, including a formula, pattern, compilation, program, device, method, technique or process that is the subject of efforts that are reasonable under the circumstances to maintain its secrecy)
- Related or otherwise all information exchanged between the PARTIES shall be deemed to be 'confidential',

Regardless of whether such information is designated as 'CONFIDENTIAL INFORMATION' at the time of the disclosure.

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The DISCLOSER shall use its best efforts to mark the CONFIDENTIAL INFORMATION which is disclosed in writing as being confidential. Failure to do so, however shall leave the RECIPIENT's obligations set forth in this AGREEMENT unaffected.

8.2. USE OF INFORMATION

The RECIPIENT shall not disclose or permit disclosure of any CONFIDENTIAL INFORMATION of the DISCLOSER to third parties or to employees of the RECIPIENT, other than directors, officers, employees, consultants or agents who are required to have the information in order to use the SOFTWARE LICENSE and/or the SERVICE. Accordingly, the RECIPIENT agrees that prior to any of its directors, officers, employees, consultants or agents, being given access to the CONFIDENTIAL INFORMATION, the RECIPIENT will procure and will undertake that each of its directors, officers, employees, consultants, AFFILIATES or agents shall comply with the terms of this AGREEMENT.

The RECIPIENT agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of CONFIDENTIAL INFORMATION of the DISCLOSER in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this AGREEMENT to have any such CONFIDENTIAL INFORMATION. Such measures shall include, but not be limited to, the highest degree of care that the RECIPIENT utilizes to protect its own CONFIDENTIAL INFORMATION of a similar nature, which shall be no less than reasonable care.

The RECIPIENT agrees to notify the DISCLOSER in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of CONFIDENTIAL INFORMATION of the DISCLOSER which may come to the RECIPIENT's attention.

8.3. EXCEPTION OF NON DISCLOSURE

Notwithstanding the provisions of this AGREEMENT, the RECIPIENT shall have no liability to the DISCLOSER with regard to any CONFIDENTIAL INFORMATION of the DISCLOSER, which the RECIPIENT can prove was:

- (a) in the public domain at the time it was disclosed or has entered the public domain through no fault of the RECIPIENT;
- (b) known to the RECIPIENT, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure;
- (c) disclosed with the prior written approval of the DISCLOSER;
- (d) independently developed by the RECIPIENT without any use of the CONFIDENTIAL INFORMATION of the DISCLOSER and by employees of the RECIPIENT who have not had access to the CONFIDENTIAL INFORMATION, as demonstrated by files created at the time of such independent development;
- (e) disclosed generally to third parties by the DISCLOSER without restrictions similar to those contained in this AGREEMENT; or
- (f) disclosed pursuant to the order or requirement of a court, administrative agency, or other government body, provided, however, that the RECIPIENT shall provide prompt notice of such court order or requirement to the DISCLOSER to enable the DISCLOSER to seek a protective order or otherwise prevent or restrict such disclosure.

8.4. RETURN OF INFORMATION

Except as otherwise provided in the AGREEMENT, promptly upon any termination or expiration of the AGREEMENT the RECIPIENT will make diligent efforts to dispose of all copies of CONFIDENTIAL INFORMATION, as set forth more fully below (hereinafter referred to as the 'RETURN REQUIREMENT').

- (a) The copies to be disposed of are any and all that are in the possession, custody, or control of (i) the RECIPIENT and/or (ii) any individual or organization to which the RECIPIENT provided CONFIDENTIAL INFORMATION.

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- (b) If returned, the copies must be returned to (i) the DISCLOSER or (ii) a party designated in writing by the DISCLOSER.
- (c) If so requested by the RECIPIENT, the DISCLOSER will acknowledge in writing its receipt of returned copies of CONFIDENTIAL INFORMATION.
- (d) The RETURN REQUIREMENT does not apply to copies of CONFIDENTIAL INFORMATION not reasonably capable of being readily located and segregated (such as, for example, backup copies of email and other information). For the avoidance of doubt, the confidentiality restrictions will continue to apply to all such copies.

No later than the specified certification deadline, the RECIPIENT will provide the DISCLOSER with a certificate that it has complied with the RETURN REQUIREMENT. The certificate must:

- (a) be signed by an officer of the RECIPIENT or other individual authorized to bind the RECIPIENT;
- (b) note any known compliance exceptions; and
- (c) for each exception, whether and how the exception is authorized by the AGREEMENT.

8.5. DISCLAIMER

For the avoidance of doubt:

- (a) The RECIPIENT is not granted any license rights or ownership rights of any kind, in CONFIDENTIAL INFORMATION, nor in other any INTELLECTUAL PROPERTY of the DISCLOSER, EXCEPT to the extent (if any) expressly stated otherwise in the AGREEMENT.
- (b) The DISCLOSER DISCLAIMS all warranties, representations, conditions, and terms of quality, express or implied, about CONFIDENTIAL INFORMATION (for example, warranties of completeness or accuracy), all of which is provided or otherwise made available AS IS, WITH ALL FAULTS, EXCEPT to the extent (if any) expressly stated otherwise in the AGREEMENT. Accordingly:
 - (1) The RECIPIENT is not entitled to rely, and agrees not to rely, on CONFIDENTIAL INFORMATION for any purpose, EXCEPT to the extent (if any) expressly stated otherwise in the AGREEMENT; and
 - (2) The DISCLOSER will not be liable for any use of CONFIDENTIAL INFORMATION made by the RECIPIENT EXCEPT to the extent (if any) expressly stated otherwise in the AGREEMENT.

9. TERMINATION

Without prejudice to any rights that have accrued under this AGREEMENT:

- (a) SUPPLIER may terminate this AGREEMENT (a) upon any default by CUSTOMER in the payment provisions or upon any breach of the provisions of this AGREEMENT sending a written notice to the CUSTOMER, the termination will be effective within thirty (30) calendar days after receipt by the CUSTOMER of such notice;
- (b) upon the commencement of any insolvency or bankruptcy proceedings against CUSTOMER or CUSTOMER making an arrangement with creditors (c) if any event occurs (or circumstances exist) which, in its reasonable opinion, is likely to materially and adversely affect CUSTOMER's or CUSTOMER's ability to perform all or any of its obligations under, or otherwise comply with the terms of, this AGREEMENT, with the termination effective on the date specified on the notice.
- (b) CUSTOMER may terminate this AGREEMENT (a) at any time by sending to SUPPLIER a written notice of such termination. The termination will be effective within thirty (30) calendar days after receipt by the SUPPLIER of such notice ('NOTICE PERIOD'). Any relevant payment is due until the end of the 'NOTICE PERIOD'; (b) if SUPPLIER breaches any of its obligations or warranties under the AGREEMENT, with the termination effective on the date specified on the notice.
- (c) Either PARTY may terminate the AGREEMENT if the other PARTY suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business by sending to the other PARTY a written notice of such termination. The termination will be effective within thirty (30) calendar days after receipt by the other PARTY of such notice.

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Termination by either PARTY in accordance with the rights contained in this Article 9 shall not affect the accrued rights, remedies, obligations or liabilities of the PARTIES existing at termination.

Any provision of this AGREEMENT which expressly or by implication is intended to come into or continue in force on or after termination of this AGREEMENT. In particular Article 4.2, Article 4.11, Article 8 and Article 10, will remain in full force and effect after termination.

10 CLAIMS, LIABILITY AND INDEMNITIES

This Article sets out the entire financial liability of the SUPPLIER (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the CUSTOMER in respect of:

- (a) any breach of the AGREEMENT however arising;
- (b) any use made by the CUSTOMER of the SERVICE, the DELIVERABLES or any part of them; and
- (c) any representation, statement or tortuous act or omission (including negligence) arising under or in connection with the AGREEMENT.

All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the AGREEMENT.

Nothing in the AGREEMENT limits or excludes the liability of the SUPPLIER:

- (a) for death or personal injury resulting from negligence;
- (b) for any damage or liability incurred by the CUSTOMER as a result of fraud or fraudulent misrepresentation by the SUPPLIER;
- (c) any other liability which may not be excluded by law.

The SUPPLIER shall not under any circumstances whatever be liable for loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss of corruption of data or information, or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and

The SUPPLIER's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the AGREEMENT shall in all circumstances be limited to the fees paid by CUSTOMER within the last twelve (12) months before the breach.

CUSTOMER is fully responsible for the USERS. CUSTOMER shall indemnify and hold harmless KAPPA and/or the SUPPLIER from and against all losses, costs, liabilities, use of the SOFTWARE by sanctioned persons and/or entities and expenses arising out of or relating to any breaches by such USERS of the AGREEMENT.

11 TAXES

'TAXES' or 'TAX' shall include all, but not be limited to, taxes: federal, state, and local excise taxes, sales and transaction taxes, use, property or similar taxes, gross receipts taxes, utility taxes, withholding taxes, duties as well as packaging, marking, handling, freight and delivery levies, delivery insurance and any other applicable costs and charges or any other taxes that SUPPLIER may be required to collect or pay on the transactions governed by the AGREEMENT.

All TAXES that shall have been collected or paid by SUPPLIER on the transactions governed by this AGREEMENT, shall be clearly identified by the CUSTOMER which shall inform SUPPLIER of such TAXES in advance. If CUSTOMER fails to do so, such TAXES shall be paid by the CUSTOMER.

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Notwithstanding the statement above, should such TAXES change, should the TAX percentage change or should new TAXES or levies be imposed by a Government during the AGREEMENT, SUPPLIER reserves the right to modify the final amount of the invoice.

CUSTOMER shall not be liable for any of SUPPLIER's income taxes; any franchise tax measured by capital, capital stock, net worth, gross margin, gross receipt or gross profit (including any withholding taxes imposed on gross amounts); any minimum or alternative minimum tax; or any taxes imposed by law on SUPPLIER that are prohibited by law from being passed on to CUSTOMER.

Further, CUSTOMER shall not be liable to SUPPLIER for any employment related tax, fee, or charge.

CUSTOMER shall be responsible for filing returns and paying inventory based taxes, ad valorem taxes and property taxes on property and/or inventory that they own on the assessment date.

If SUPPLIER has to pay any TAXES for the CONSULTANT(s), the CUSTOMER shall indemnify SUPPLIER for all such taxes paid by SUPPLIER, together with any penalties and interest.

The CUSTOMER agrees to provide SUPPLIER with any certificate requested to facilitate the exportation from France, whether due to French law or any agreement with the CUSTOMER's national authorities, and will comply in all respects with all requirements and procedures with regards to the importation of the SOFTWARE in and to the CUSTOMER's country, and thereafter on any procedure to import/export the SOFTWARE between CUSTOMER locations or otherwise.

12 HEALTH, SAFETY AND INSURANCE

12.1. INSURANCE

SUPPLIER guarantees that the CONSULTANT, whether a SUPPLIER employee or an independent consultant, is legally entitled to perform the SERVICE and is personally covered for medical insurance and repatriation. In the event that the CONSULTANT needs to be hospitalized as a matter of urgency and in the event there is no health center nearby the CUSTOMER premises or if the health center is not in compliance with the emergency requirements, the CUSTOMER accepts to allow the CONSULTANT access to its private health center if there is a health center in the CUSTOMER's premises. The medical costs incurred will be borne by the CONSULTANT.

The following will apply to additional insurance required by the CUSTOMER:

- (a) If SUPPLIER fails to locate a provider for this additional coverage, the CUSTOMER will communicate to SUPPLIER the name of a provider who can offer such coverage. In the event the CUSTOMER is unable to suggest a provider capable of underwriting this additional insurance this additional insurance request will be considered void.
- (b) SUPPLIER will recharge to CUSTOMER the cost of this additional coverage plus a 20% administrative fee.

12.2. HEALTH

SUPPLIER and the CUSTOMER accept that the SERVICE may be provided in locations that may be subject to unrest, war, terrorism or health risk and that the safety of personnel is of paramount importance and overrides any commercial interest in this AGREEMENT. This AGREEMENT is made on an assessment of the risks to SUPPLIER and CUSTOMER personnel in good faith and based on best knowledge at the time of offer of the AGREEMENT. Both PARTIES accept that circumstances may change or more information may come to light that may change this risk assessment and that ultimately it is the decision of the CONSULTANT due to perform said SERVICE that shall override both SUPPLIER and CUSTOMER in the decision to travel to the location of the SERVICE.

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In the event that KTCS or the SUPPLIER is unable to perform such SERVICE due to the decision of the CONSULTANT not to travel based on CONSULTANT's assessment of the risk involved, SUPPLIER will attempt to replace CONSULTANT with an alternative CONSULTANT prepared to travel. If this proves to be impossible SUPPLIER will not be held responsible for cancellation or postponement of the AGREEMENT and any losses, neither direct nor, consequential incurred.

13 ANTI-CORRUPTION AND DATA PRIVACY

13.1. BRIBERY ACT

KAPPA Anti-Bribery Act Policy is available on KAPPA Website.

Each PARTY shall:

- (a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
- (b) not engage in any activity, practice or conduct which would constitute an offence under Sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (c) comply with the SUPPLIER's ethics, anti-bribery and anti-corruption policies in each case as the SUPPLIER or the relevant industry body may update them from time to time;
- (d) promptly report to the SUPPLIER any request or demand for any undue financial or other advantage of any kind received by the CUSTOMER in connection with the performance of this AGREEMENT; and
- (e) immediately notify the SUPPLIER (in writing) if a foreign public official becomes an officer or employee of the CUSTOMER or acquires a direct or indirect interest in the CUSTOMER.

13.2. ETHICS

With respect to any activity undertaken in connection with the AGREEMENT, SUPPLIER agrees that any SUPPLIER director, officer, employee, agent and sub-contractor have been formally instructed to comply with the following rules of ethics ('RULES OF ETHICS'):

- (a) not to violate nor fail to comply with any laws, regulations, rules, decrees and orders of any Governmental entity of the country(ies) where this AGREEMENT will be executed;
- (b) never offer, give or loan money or anything of value to any CUSTOMER employee or persons acting on behalf of CUSTOMER;
- (c) limit CUSTOMER employee entertainment and commercial gifts to levels accepted in the industry, such as (1) lunch or dinner invitations for a cost not exceeding €50 per person, (2) reasonable tour of local places of interest in case of CUSTOMER employee visit to a SUPPLIER office, for a cost not exceeding €100 per person, (3) promotional gifts of no resale value, for an amount not exceeding €20 per gift;
- (d) enforce even stricter rules if and when formally requested by CUSTOMER; and
- (e) SUPPLIER always favors direct transactions with CUSTOMER; when a third party is imposed by CUSTOMER or Governmental authorities as an intermediary for the transaction, SUPPLIER will strictly apply these same RULES OF ETHICS in its transaction with the third party. Any royalty and commission attributed to the third party (and deducted from the retail price) shall be approved by SUPPLIER in exchange for real service, and once approved the information on the amount will be provided to CUSTOMER upon request. SUPPLIER will not guarantee the contents or the ethics of any transaction beyond its control if the third party was not selected by SUPPLIER.

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13.3. DATA PRIVACY

SUPPLIER will comply with all reasonable requests of CUSTOMER with respect to protecting personal data of CUSTOMER and USERS it receives in connection with its performance of the AGREEMENT, including following SUPPLIER's instructions in connection with processing such personal data; implementing adequate security measures to protect such personal data; not disclosing such personal data to any third party without CUSTOMER's written permission; and complying with all applicable data privacy laws.

14 RESOLUTION OF DISPUTE AND GOVERNING LAW

This AGREEMENT, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

15 FORCE MAJEURE

- (a) The term 'FORCE MAJEURE EVENT' refers to any event to which a prudent person, in the position of the PARTY invoking the event, would not reasonably have been able to anticipate the event or events; or to avoid the resulting failure of timely performance
- (b) For the avoidance of doubt, the invoking PARTY is considered not reasonably to have been able to avoid a failure of timely performance if such avoidance was not possible at commercially reasonable cost.
- (c) For the avoidance of doubt the term FORCE MAJEURE EVENT may include one or more otherwise eligible events in any of the following categories: Act of God, Act of any government or regulatory body, whether civil or military, domestic or foreign not resulting from violation of law by invoking party, Act of war, whether declared or undeclared, including for example civil war, Act of omission of the other party, Act of threat of terrorism, Blockade, Boycott, Civil disturbance, Court order, Earthquake, Economic condition changes generally, Electrical power outage, Embargo imposed by government or governmental authority, Epidemic, Explosion, Fire, Flood, Hurricane, Insurrection, Internet outage, Invasion, Labor dispute, including for examples strikes, lockouts, work slowdowns, Law change including any change in constitution, statute regulation or binding interpretation, Legal impediment such as an inability to obtain or retain a necessary authorization license or permit from a governmental authority, Nationalization, Riot, Sabotage, Storm, Telecommunications service default, Tornado
- (d) As soon as reasonably possible, the PARTY facing force majeure shall notify the other PARTY in writing of any occurrence of a FORCE MAJEURE EVENT, the estimated extent and duration of its inability to perform its obligations under this AGREEMENT. The PARTY facing force majeure shall use all reasonable endeavors to minimize the effects of the FORCE MAJEURE EVENT.
- (e) If a FORCE MAJEURE EVENT subsists for more than 40 days then either PARTY may terminate this AGREEMENT with written notice to the other, according to the stipulations of Article 9.

16 ASSIGNMENT

CUSTOMER shall not assign this AGREEMENT (expressly, by implication, by operation of law including any merger or sale of assets or business) without the prior written consent of the SUPPLIER. Any purported, transfer, assignment or delegation without the appropriate prior written consent of the SUPPLIER shall be null and void when attempted and of no force and effect.

SUPPLIER may, on a case-by-case basis, accept the assignment of the AGREEMENT that shall be governed by the KAPPA License Transfer Agreement ('LTA').

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17 NOTICES

- (a) Any notice required to be given under the AGREEMENT shall be in writing in English (or accompanied by a properly prepared translation in English) and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each PARTY required to receive the notice as set out below:
- (i) KAPPA: [CONTACT], [17, rue Eugène Delacroix, 75116 Paris, France].
 - (ii) KTCS: [CONTACT], [2nd Floor Oakdene House, 34, Bell Street, Reigate Surrey, RH2 7SL, U.K.]; or
 - (iii) as otherwise specified by the relevant PARTY by notice in writing to each other PARTY.
- (b) Any notice shall be deemed to have been duly received:
- (i) if delivered personally, when left at the address and for the contact referred to in this Article 17,
 - (ii) if sent within the United Kingdom by pre-paid first-class post or recorded delivery, at 9.00 am on the second (2) business day after posting;
 - (iii) if sent by airmail, five (5) business days from date of posting; or
 - (iv) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

18 VARIATION

No variation, amendment, modification and addition to or cancellation of any provision of this GLSC shall be effective unless it is in writing and signed by the PARTIES.

19 WAIVER AND CUMULATIVE REMEDIES

- (a) A waiver of any right under this GLSC is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a PARTY in exercising any right or remedy under this GLSC or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- (b) Unless specifically provided otherwise, rights arising under this GLSC are cumulative and do not exclude rights provided by law.

20 ENTIRE AGREEMENT

This GLSC and any documents referred to in it constitute the entire agreement between the PARTIES and supersede and extinguish all previous drafts, arrangements, understandings or agreements between them, whether written or oral, relating to the subject matter of this GLSC.

21 SEVERANCE

- (a) If a court or any other competent authority finds that any provision of the AGREEMENT (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the AGREEMENT shall not be affected.
- (b) If any invalid, unenforceable or illegal provision of the AGREEMENT would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

CUSTOMER initials	SUPPLIER initials 
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22 NO PARTNERSHIP OR AGENCY

Nothing in the AGREEMENT is intended to, or shall operate to, create a joint venture or partnership between the PARTIES, or to authorize either PARTY to act as agent for the other, and neither PARTY shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

23 RIGHTS OF THIRD PARTIES

A person who is not a party to the AGREEMENT shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the AGREEMENT, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

24 COUNTERPARTS AND SIGNATURE

The AGREEMENT may be executed in two or more counterparts, each of which shall be deemed a duplicate original. Counterparts received by facsimile or electronically by email shall be deemed original signatures for all purposes.

Neither PARTY shall use the name, marks or logo of the other in any advertising, publicity, or user lists, including customer lists, unless that PARTY has received written permission from the other to do so.

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