NON-EXCLUSIVE SOFTWARE LICENSE AGREEMENT

BETWEEN:

BEMATRIX BVBA, a company incorporated under the laws of Belgium, having its principal office at 8800 Roeselare, Wijnendalestraat 174, registered with the Crossroad Bank for Enterprises under number 0872.770.168, duly represented for all purposes by **Mr. Stefaan Decroos, CEO**

Hereinafter referred to as "beMatrix"

AND:

…………………..… *(company)* company incorporated under the laws of ……………… *(country)* having its principal office at **…………………………** *(city)* duly represented for all purposes by **……………………………………..** *(CEO, MD)*

Hereinafter referred to as "Licensee".

BeMatrix and Licensee are hereinafter commonly referred to as the "Parties" and individually as a "Party".

PREAMBLE:

(A) Whereas beMatrix is engaged in the business of designing, developing, manufacturing and selling systems for stands, events and displays;

(B) Whereas beMatrix has developed a software program, known as "beCad", which constitutes an add-on on the standard Inventor software and which is protected by intellectual property rights;

(C) Whereas Licensee wishes to use beCad for [*making drawings of beMatrix systems for stands and events of its customers and subsequently ordering such systems with beMatrix*];

(D) Whereas, therefore, beMatrix is willing to license its rights in beCad to Licensee, who accepted this agreement subject to the terms and conditions of this agreement.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

For the purposes of this Agreement, the following terms, when capitalized, have the following meaning:

-	<u>Agreement</u>:	the present non-exclusive license agreement and its annexes, which constitute an integral part of the present non-exclusive license agreement. In case of discrepancy, the present non-exclusive license agreement prevails over the annexes.
-	<u>beCad</u>:	the software program, developed by beMatrix, constituting an add-on on the standard Inventor software, as well as any updates, releases, enhancements or modifications to beCad provided by beMatrix.
-	<u>Documentation</u>:	all documentation, specifications and information of beMatrix relating to beCad.
-	<u>Intellectual Property Rights</u>:	copyrights, design rights, patents, trade names, trademarks, including the Trademarks, rights in software and topographies of semiconductor products, rights in databases, know-how, trade secrets, and all other intangible property rights relating to beCad and the Documentation, and all rights related thereto, including but not limited to the rights to use, prosecute, register and enforce.

2. GRANT OF LICENSE

2.1. Subject to the terms and conditions of this Agreement, beMatrix hereby grants to Licensee, and Licensee hereby accepts, a worldwide, personal, royalty-free, non-exclusive and non-transferable license (hereinafter the "License"):

- to install, perform, access and otherwise use beCad in the course of Licensee's business of selling systems for stands and events; and
- to use the Documentation for internal purposes only; and
- to use the Trademarks only on or in connection with beCad and the drawings or other documentation generated through the use of beCad.

2.2. Licensee undertakes that all drawings and other documentation generated through the use of beCad according to the License shall always state the Trademarks in a clearly visible manner.

2.3. Licensee undertakes not to reverse engineer, decompile, disassemble or attempt to derive the source code or underlying ideas or algorithms of beCad.

Licensee undertakes not to reproduce, copy, make available, adapt, modify or translate beCad, not to merge beCad with other software and not to create derivative works based upon beCad.

2.4. Licensee acknowledges and agrees that beCad can only be run on the hardware, equipment, configurations and programs as described by beMatrix in the Documentation.

2.5. The License is personal to Licensee and may not be assigned, transferred, sublicensed or otherwise disposed, directly or indirectly, in whole or in part, by process of law or otherwise, to any person or entity without the prior written consent of beMatrix.

For the avoidance of doubt, the Parties hereby clarify that the License is strictly limited to use by Licensee's employees during their working relationship with Licensee and subject to the terms and conditions of this Agreement. Licensee acknowledges and accepts that it (i) remains fully responsible and liable for the use of the License by each and any of its employees and to ensure compliance of all terms and conditions of this Agreement by each and any of its employees, and (ii) shall indemnify beMatrix and hold beMatrix harmless from any claim, suit, loss, damage or expense (including the reasonable costs and expense of attorneys and other professionals) as a result of or in connection with the breach of such obligations by each and any of its employees, and (iii) represents and warrants that such employees shall immediately cease using the License upon termination of their working relationship with Licensee.

2.6. beMatrix shall provide Licensee with the support and training which beMatrix deems necessary to properly install and implement beCad and to properly train Licensee in the use of beCad.

3. **INTELLECTUAL PROPERTY RIGHTS**

3.1. Licensee undertakes to use the Trademarks only in the interest of beMatrix and not to do anything that would or might in any way adversely affect the Trademarks.

3.2. Licensee expressly acknowledges that the Trademarks, beCad and the Documentation are protected by Intellectual Property Rights.

3.3. Licensee expressly acknowledges that beMatrix is and remains the sole and exclusive owner of all Intellectual Property Rights relating to beCad, the Documentation and the Trademarks.

Licensee shall not in any manner represent that it has any ownership in any of the Intellectual Property Rights, and Licensee acknowledges that use of any of the Intellectual Property Rights shall not create in Licensee's favor any right, title or interest in or ownership to any of the Intellectual Property Rights.

3.4.   Licensee shall not itself, nor assist any third parties, to reproduce, make available or otherwise infringe upon beMatrix' Intellectual Property Rights or to do or cause to be done any act or thing that may in any way adversely affect any Intellectual Property Right of beMatrix or the value thereof.

3.5.   In the event Licensee becomes aware that the Trademarks, beCad and/or the Documentation (potentially) infringes the rights of third parties or that third parties (potentially) infringe upon beMatrix' rights in the Trademarks, beCad and/or the Documentation, Licensee shall immediately notify beMatrix thereof.

Licensee shall cooperate fully with beMatrix at beMatrix' reasonable request and at beMatrix' expense for the purpose of securing, preserving and protecting beMatrix' Intellectual Property Rights.

3.6.   In the event beCad and/or the Documentation, or any part thereof is, or in the opinion of beMatrix may become, subject to any infringement claim, Licensee hereby explicitly and irrevocably accepts that beMatrix has the right to either (i) use its best efforts to obtain for Licensee the right to use beCad and/or the Documentation, or the affected part thereof, or (ii) replace beCad and/or the Documentation, or the affected part thereof within a reasonable time period with a modified or substituted software and/or documentation or part that does not violate any third party's rights and that is qualitatively and functionally at least the equivalent of the affected beCad and/or Documentation or part.

3.7.   Licensee will indemnify and hold harmless beMatrix for any and all damages suffered in case of Intellectual Property Rights infringement by one of Licensee's employees receiving or having received access thereto from Licensee, whereby it is not relevant whether such Intellectual Property Rights infringement has been committed during or after termination of such employee's working relationship with Licensee.

4.   CONFIDENTIALITY AND NON-DISCLOSURE

4.1.   "Confidential Information" is all information, software and Documentation disclosed or made available by beMatrix to Licensee within the framework of this Agreement.

4.2.   Licensee shall retain all Confidential Information in strict confidence and shall not in any manner, directly or indirectly, disclose or communicate, without the prior written consent of beMatrix, any Confidential Information to anyone other than a Party hereto, or, to its own attorneys and accountants.

4.3. The non-disclosure obligation specified in this article 5 shall not apply in the event Licensee can reasonably demonstrate that such disclosure of information is necessary to comply with any legal or regulatory requirements or pursuant to an order of a court of competent jurisdiction or any competent judicial, governmental or regulatory body.

4.4. Licensee shall reveal the Confidential Information only to those employees and persons who need to know such Confidential Information for purposes permitted under this Agreement. Licensee guarantees that those persons and employees shall treat the Confidential Information as strictly confidential as well.

4.5. The confidentiality provisions shall survive any termination of the Agreement and shall remain in force as long as the Confidential Information remains confidential, with a minimum of [**ten (10)**] years from the date of the last signature of this Agreement.

4.6. Failure to comply with the confidentiality provisions shall constitute a material breach of the Agreement.

5. WARRANTIES AND LIABILITIES

5.1. The License is granted "as is". No promise is given as to the accuracy or completeness of any information processed by beCad and beMatrix does not warrant uninterrupted or error free operation of beCad.

To the maximum extent permitted by the applicable law, beMatrix disclaims all warranties with regard to beCad and the Documentation. Any such warranty obligation will in any event be limited to [two (2) months] after delivery of beCad and the Documentation.

Licensee agrees and accepts that beMatrix hereby excludes all liability for indirect damages, such as loss of profit, damages to third parties or other additional costs.

5.2. Licensee agrees that it will exercise the rights granted by beMatrix under this Agreement entirely at Licensee's risk and that Licensee will be fully and solely liable and responsible, also where liability against third parties is concerned, for all consequences of its exercise of those rights.

Licensee shall indemnify and hold beMatrix harmless from any claim, suit, loss, damage or expense (including reasonable costs and expenses of attorneys and other professionals) as a result of or in connection with Licensee's exercise of the rights under this Agreement.

6. TERM AND TERMINATION OF THE AGREEMENT

6.1. Without prejudice to any of the provisions on early termination, the Agreement is concluded for as long as Licensee continuously and systematically orders with beMatrix the (parts of the) beMatrix systems for stands [for its customers] through the use of beCad.

Should this in the reasonable opinion of beMatrix (since the License is given on a royalty-free basis) no longer be the case, Licensee acknowledges and agrees that beMatrix has the right to terminate the Agreement without compensation due, immediately following written notice by registered letter. Such notice shall be effective on the date of receipt of the registered letter and shall be deemed received on the third calendar day following the mailing of the notice.

6.2. In the event of a material breach of the Agreement, or if the legal structure, control or management of Licensee or its shareholders is changed in any significant manner, beMatrix reserves the right to immediately terminate the Agreement upon written notification to Licensee and without notice period. Exercise of this right is without prejudice to beMatrix' right to pursue damages arising out of Licensee's material breach of the Agreement.

6.3. If any of the following events occurs, the Agreement shall be terminated immediately, by operation of law, without notification and without any compensation due:

- Licensee ceases to carry on its business;
- Licensee becomes insolvent;
- Licensee declares itself bankrupt;
- Proceedings for bankruptcy, pursuant to any insolvency law, or for reorganizations, receivership, or dissolution are instituted by or against Licensee;
- Licensee, in any way, seeks to take advantage of any bankruptcy or insolvency statutes.

6.4. Without prejudice to any of the provisions on early termination of this Agreement, Parties explicitly agree that no compensation whatsoever shall be due either to the Licensee or to beMatrix at the end of the term of this Agreement.

6.5. Upon termination of this Agreement for whatever reason, Licensee shall immediately cease using the Trademarks, beCad and the Documentation and shall immediately and completely erase and destroy beCad, the Documentation in its possession and all drawings and documentation in its possession and generated through the use of beCad.

Licensee shall confirm in writing that Licensee has fulfilled the obligations contained in the first paragraph of this article. Additionally, Licensee explicitly and irrevocably acknowledges that beMatrix is entitled to verify whether these obligations are complied with and Licensee undertakes to grant access during normal business hours to its company and to its premises, offices or buildings to beMatrix and to its duly authorized representatives in order to conduct this control.

7. MISCELLANEOUS

7.1. This Agreement can and may not be assigned or transferred by Licensee, directly or indirectly, in whole nor in part, by process of law or otherwise, to any person or entity without the prior written consent of beMatrix.

7.2. This Agreement together with its annexes constitutes the entire Agreement between Parties hereto and supersedes all prior oral or written agreements between the Parties relating to the subject matter thereof. There are no agreements, understandings, restrictions, warranties or representations between the Parties other than those set forth herein or provided for herein.

7.3. No modifications, amendments or supplements to this Agreement shall be binding on the Parties unless made in writing and duly executed by both Parties.

7.4. Unless otherwise specified, all notices required to be given hereunder shall be in writing and shall be sent by fax or by email to the Party as follows:

For communication to beMatrix: For communication to Licensee:

Email: info@bematrix.com   Email: ……………………………….

or to such other fax number or email address as may be designated by notice given by either Party to the other. Such notice by fax or by email shall be deemed to have been given on the next working day.

7.5. If any provision in this Agreement is void or non-applicable but would be valid if some part of the provision were deleted or restricted, the provision in question shall apply with such deletion or restriction as may be necessary to make it valid. The Parties undertake to replace that provision by a provision which to the fullest extent possible achieves the original interest and meaning of the Parties and the economic balance contemplated by the initial version of this Agreement.

7.6. The official language of the Agreement is English. Words shall be given meaning according to the definitions provided herein and, where not defined herein, to their common usage in the English language.

7.7. The terms, conditions, representations, warranties, and obligations which in their nature are intended to continue even after termination of this Agreement will survive any termination of this Agreement.

7.8. This Agreement shall be solely governed (in form and substance) by and construed in accordance with the application of international private law.

Any dispute between the Parties arising out of or in relation to the Agreement, shall fall under the exclusive jurisdiction of the Courts of the judicial district of Ghent (Belgium).

IN WITNESS WHEREOF, done at …………………………….. *(city + country)* on ……………. *(date)* with two (2) originals of which each Party acknowledges having received one duly signed original:

beMatrix   Licensee
By: **Mr. Stefaan Decroos**   **By: …………………………….**
CEO beMatrix