

SOFTWARE LICENSE AGREEMENT

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT CAREFULLY BEFORE USING THE SOFTWARE IDENTIFIED BELOW. BY USING THE SOFTWARE, YOU ARE CONSENTING TO BE BOUND TO THE TERMS AND CONDITIONS SET FORTH IN THIS SOFTWARE LICENSE AGREEMENT.

1. Grant of License. Presence Technology, S.L. ("Presence") hereby grants to End User, and End User accepts, a non-exclusive and non-transferable license (the "License") to use the Presence Technology computer programs modules (collectively, the "Software") describe in the purchased orders that the customer deliver in agreement with this contract.

The Software may only be used by End User in its own computer systems at its premises and for the number of licences and addresses indicated in the purchased order. The License is a non-exclusive and non-transferable right to use the Software. In no way does the License grant End User the right to grant sub-licenses or authorizations, whether exclusive or non-exclusive, to third parties for use or exploitation of the Software.

2. <u>Limitations on using the Software</u>. In no way does the License permit End User to do any of the following: (i) adapt the Software or create derivative versions of the Software; (ii) transmit, distribute or supply, whether by rental, sale, licensure, loan, or any other mechanism, partially or in full, the Software to any third party; (iii) rework, for the purpose of correcting deficiencies, additions, or improvements in the Software; (iv) allow any third party to reverse engineer the Software; (v) alter or modify the technical documentation or User's Manual of the Software; or (vi) copy the Software for any reason, except to the extent Presence has given prior written consent to End User to copy the Software. In the event that Presence has authorized End User to make copies of the Software for any purpose, End User hereby agrees to ensure that any notices regarding the proprietary and confidential nature of the Software are not disturbed or omitted from any backup copies.

The License is a temporary license subject to full payment of any invoices issued by Presence for the Software, upon payment of which the License shall become a permanent license. In the event that any payment for the Software is not received in a timely manner, End User shall discontinue its use of the Software immediately.

3. <u>Intellectual Property</u>. The trademarks, trade names, insignia, logos, and other depictions on the Software or any related documentation, as well as the design, structure, and technical specifications of the Software, constitute valuable trade secrets or intellectual property belonging to Presence (the "Intellectual Property Rights"). End User recognizes that the Intellectual Property Rights to the Software, and any related documentation are the property of Presence and / or any original suppliers of third-party products. End User shall take reasonable steps to ensure that such trade secrets and intellectual property are protected and not disclosed to any third party without the prior written consent of Presence. End User shall also refrain from removing, copying or defacing any logo, trademark or other insignia displayed on the Software, or any related documentation, and from copying the design, structure, and technical specifications of the Software, except to the extent that Presence has otherwise given prior written consent to End User to make copies for backup or other purposes. In the event that



Presence has authorized End User to make copies of the Software for any purpose, End User hereby agrees and acknowledges that it will preserve any trademarks, trade names, insignia, or logos depicted on the Software and any related documentation, as well as any copyright, confidentiality and proprietary notices contained in the Software. In no way does this License relinquish any of Presence's Intellectual Property Rights.

End User hereby acknowledges that the terms and conditions of any sub-license between Presence and third-party product suppliers are enforceable against End User by Presence and/or the suppliers of third-party products whose Intellectual Property Rights have been materially affected by End User.

- DISCLAIMER OF WARRANTIES. PRESENCE WARRANTS THAT THE SOFTWARE MEETS THE TECHNICAL SPECIFICATIONS SET FORTH IN ANY DOCUMENTATION PROVIDED ALONG WITH THE SOFTWARE. HOWEVER, DOES NOT WARRANT THAT THE SOFTWARE MAY BE USED FOR PURPOSES OTHER THAN THOSE SET FORTH IN THE TECHNICAL DOCUMENTATION FOR THE SOFTWARE. PRESENCE WARRANTS THAT THE SOFTWARE IS DELIVERED TO END USER WITHOUT ANY VIRUSES OR OTHER ELEMENTS THAT COULD CAUSE SIGNIFICANT DAMAGE TO END USER'S INFORMATION SYSTEM (HARDWARE AND SOFTWARE), OR THE ELECTRONIC DOCUMENTS STORED THEREIN. PRESENCE, HOWEVER, DOES NOT WARRANT THAT THE SOFTWARE WILL REMAIN FREE OF VIRUSES AFTER IT HAS BEEN INSTALLED AND USED IN END USER'S INFORMATION SYSTEM. UNLESS EXPRESSLY STATED OTHERWISE IN THIS LICENSE, PRESENCE MAKES NO GUARANTEE, REPRESENTATION, OR WARRANTY THAT USE OF THE SOFTWARE WILL BE ACCURATE, RELIABLE, CURRENT, UNINTERRUPTED. OR WITHOUT ERRORS. PRESENCE DISCLAIMS WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND COMMERCIAL REASONABLENESS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- 5. <u>Limitation of Liability</u>. By using the Software, End User acknowledges and agrees that the maximum liability or recovery on any claim or cause of action (whether in contract, tort, or otherwise) associated with the Software shall be the amount paid by End User to Presence for the Software. End User agrees and understands that Presence does not in any way guarantee the absence of incidents or interruptions in the use of the Software or End User's information systems. Presence is accordingly exempt from liability to End User for any liability associated with interruptions in the functioning of the Software or End User's information systems. End User expressly waives any claim it might otherwise have to recover any of the following: (i) incidental, consequential, exemplary, punitive, special, or indirect damages; (ii) lost business profits; or (iii) damages associated with the loss, damage, or destruction of data.
- 6. **Dispute Resolution**. This License shall be governed and construed in accordance with the laws of the State of Florida. Any disputes arising from the provisions of this License shall be resolved pursuant to a binding arbitration conducted in accordance with the commercial litigation rules of the American Arbitration Association. The forum for such arbitration or any dispute arising under this License shall be Miami-Dade County, Florida and the prevailing party



in any legal dispute associated with this License shall be entitled to recover its litigation (or arbitration) costs, including its attorney's fees. By using the Software, End User hereby submits itself to the personal jurisdiction of the state and federal courts based in Miami-Dade County, Florida.