



## INTER2FACE – TERMS OF LICENSE

### **1 Article 1 – License Terms – Application**

- 1.1 These License Terms apply to all offers of and agreements with Inter2Face BVBA, having its registered offices at Persilstraat 51E/401, 3020 Herent (Belgium) (hereinafter “i2f”), with regard to the use by the Client of the i2f Media Products and/or the i2f Media Box.
- 1.2 The general conditions of the Client (if any) do not apply.
- 1.3 I2f reserves the right to modify or complete these License Terms at any time. The new version of the License Terms shall enter into force as from their notification to the Client through the website <http://inter2face.com>.

### **2 Article 2 – Subject matter**

- 2.1 On the conditions and in accordance with the modalities set out in these License Terms and if applicable, in the specific conditions set out in the order form, i2f shall give the Client access to i2f Media Products, a software package which consists of i2f MediaBrick, i2f MediaDisplay and/or i2f MediaController (hereinafter “the Software”). The Software may be provided to the Client on a hardware device, in particular the i2f MediaBox (hereinafter “the MediaBox”). The Software is protected by way of a key, which must be inserted in the Hardware (hereinafter “the Key”). The Key and the MediaBox are hereinafter together referred to as “the Hardware”.
- 2.2 Updates of the Software will be provided to the Client under the conditions specified in the specific conditions set out in the order form.
- 2.3 Upgrades of the Software will be made available by i2f from time to time. The conditions under which such upgrades will be provided to the Client, will be communicated at the same time.

### **3 Article 3 – Intellectual Property Rights – License on Software**

- 3.1 Intellectual property rights are all intellectual, industrial and other property rights (irrespective of whether these are registered or not), including but not limited to copyrights, related rights, marks, trade names, logos, drawings, models or applications for registration as a drawing or model, patents, patent applications, domain names, knowhow, as well as rights to databases, computer programs and semi-conductors (hereinafter “Intellectual Property Rights”).
- 3.2 The Client recognizes that (1) all Intellectual Property Rights with regard to the Software belong to i2f or third parties with whom i2f has concluded an agreement in this regard and (2) the Client acquires no control over these rights other than the user rights explicitly conferred to it by these License Terms.
- 3.3 The Client will respect the Intellectual Property Rights of i2f and will make a reasonable effort to protect these rights. The Client shall inform i2f immediately of any infringement by third parties on i2f ‘s Intellectual Property Rights of which it gets knowledge.
- 3.4 I2f gives a non-exclusive, non-transferable license to the Client to use the Software for its own business activities.
- 3.5 The license granted to the Client is valid for the duration of the agreement between the parties, specified in the specific conditions set out in the order form. The license relates to the territory specified in the specific conditions set out in the order form.
- 3.6 The license is granted to the Client upon the condition for the Client to have paid the Fee owed as provided in article 5 of these License Terms.
- 3.7 The license is granted per Key provided to the Client in accordance with article 4 of these License Terms.



- 3.8 The Client undertakes not to: (i) translate or adapt any part of the Software for any purpose nor arrange or create derivative works based on the Software, (ii) transfer, distribute or supply (whether by rental, sale, license, loan or otherwise) all or any part of the Software to any other person without the prior written agreement of i2f, (iii) make for any purpose, including (without limitation) for any error correction, any alterations, modifications, additions or enhancements to the Software, (iv) decompile, reverse engineer or disassemble the Software except if and to the extent permitted by law (v) remove, suppress or modify in any way any proprietary marking including any trade mark or copyright notice, on or in the Software, or which are visible during its operation or which are on its carrier medium, (vi) make or permit others to make any copies of the Software.
- 3.9 To the extent that the Client supplies material to i2f such as images, logo's, portraits, text, etc. for inclusion in the Software, the Client warrants that this material does not infringe the Intellectual Property Rights or other rights (such as privacy or portrait rights) of third parties. The Client will indemnify and hold i2f harmless from and against all claims of third parties based on the alleged infringement of their rights caused by the use of this material.

#### **4 Article 4 – Hardware**

- 4.1 The specific conditions set out in the order form may provide that i2f shall rent to the Client the Hardware. I2f remains the sole owner of the Hardware. The rental price of the Hardware and the license fee referred to in article 5 of these License Terms, may be offered as a package price by i2f.
- 4.2 The Client shall bestow as much care to the Hardware as to its own property, which care may not be less than reasonable.
- 4.3 The specific conditions set out in the order form may provide that i2f shall sell to the Client the Hardware. The purchase price of the Hardware and the license fee referred to in article 5 of these License Terms, may be offered as a package price by i2f.
- 4.4 The Client may request reparation or replacement of any damaged Hardware device, under the conditions that such Hardware device is first returned to i2f. The costs and the risk of a return of Hardware to i2f, shall be borne by the Client. I2f has the right to decide in a discretionary manner whether it will provide the Client with a new Hardware device, or whether it shall repair the returned Hardware device. The costs for such replacement or reparation shall be charged entirely to the Client, including the costs for shipping the Hardware back to the Client, notwithstanding the guarantee applicable to the MediaBox.
- 4.5 In case of loss of the Key by the Client, the license on the Software, which was protected by the lost Key, will be lost for the Client, without any possibility for reimbursement of the Fee specified in article 5 of these License Terms. In case the Client returns a damaged Key, the Client can obtain a replacement Key against payment of the costs.

#### **5 Article 5 – Fees – Payment**

- 5.1 For the license on the Software, the Client will pay a license fee further specified in the specific conditions set out in the order form. The license fee is under no conditions refundable to the Client, except in the circumstances provided in article 7.3 of these License Terms.
- 5.2 All invoices of i2f are immediately payable from the invoice date, by bank transfer to the i2f account number, unless otherwise specified in the specific conditions set out in the order form.
- 5.3 In case of a late payment of an invoice, i2f is automatically and without prior notice entitled to the payment of interests at the rate of 10% per year, starting from the due date of the invoice until the complete payment of the invoice. Notwithstanding its right to claim an indemnity for the actual damages it has suffered in case of late payment of an invoice, i2f is automatically and without prior notice entitled to the payment of a lump sum amount of 10% of the invoiced amount with a minimum of 125 EUR, by way of indemnification clause. A fixed amount of 40 EUR is due as an administration fee.

## **6 Article 6 – Liability – General**

- 6.1 All obligations of i2f are effort obligations. Except in the case of willful misconduct, i2f may not be held liable for any error, misconduct or negligence on the part of it or its employees or agents (hereafter Appointees), in the performance of the agreement.
- 6.2 In no event, i2f may be held liable for any consequential damages, such as loss of data, loss of expected profit, reduced sales, increased operating expenses, loss of clients or damage to equipment or data that the Client, customers or users might suffer due to any error or negligence on the part of i2f or an Appointee.
- 6.3 The total liability of i2f shall never exceed the license fee paid by the Client to i2f specified in article 5 of these License Terms, or 500 EUR, whichever amount is lower.
- 6.4 If i2f turns to external suppliers, i2f does not accept any liability above or besides the liability accepted by those external suppliers for their products or services.

## **7 Article 7 – Liability – Software/Hardware**

- 7.1 The Software is provided to the Client “as is”. I2f can in no way be held liable for malfunctioning or temporary or permanent unavailability of the Software and/or Hardware or for any damages resulting thereof. I2f will make reasonable efforts in order to prevent that the Software would contain faults, bugs, computer viruses and/or malware. This is an effort obligation, and not a result obligation. I2f cannot be held liable for faults, bugs, computer viruses and/or malware, which the Software would contain despite its efforts.
- 7.2 I2f is not liable for defects in the Hardware and/or the Software attributable to inadequate or incorrect use or implementation by the Client or third parties. I2f does not accept any liability for damages resulting from the use of software or hardware by the Client that is not supplied by i2f, incorrect actions or non-compliance with legislation or with the instructions given by i2f, or from maintenance or support services not supplied by i2f.
- In case the Client consults i2f for analysis and/or reparation in such cases, i2f’s intervention will be charged to the Client at its hourly rates specified in the specific conditions set out in the order form To the best of i2f’s knowledge, the Software does not infringe the Intellectual Property rights of third parties. In case a third party would pretend that the Software does infringe its rights, or if a third party would initiate legal proceedings against i2f or the Client on the basis of an alleged infringement of its Intellectual Property Rights, i2f has the right to decide in a discretionary manner to: (i) invalidate those allegations or claims, (ii) adapt the Software so that it no longer infringes the rights of that third party, or (iii) withdraw the Software from the Client against repayment of the license fee (pro rata of the use rendered impossible in a given license period). The Client has no right to claim additional damages from i2f.
- 7.3 I2f reserves the right to adapt, change or complete the Software without giving prior notice to the Client.

## **8 Article 8 – Confidentiality**

- 8.1 All information disclosed by one party to the other, whether in written, oral or any other form including but not limited to information on a party’s products, services, prices or clients, (hereafter referred to as “Confidential Information”) will be kept strictly confidential by the party receiving it (hereafter “the Recipient”).
- 8.2 The Recipient shall not publish or disclose to any third party any of the Confidential Information or use the Confidential Information for any purposes other than the performance of the agreement, without the express prior written consent of the other party (hereafter “the Disclosing Party”).
- 8.3 The Recipient shall make Confidential Information available only to those of its employees or appointees who strictly need to know the Confidential Information for the performance of the Agreement.
- 8.4 The Recipient shall inform any such employees or appointees of the terms and conditions of the agreement and shall ensure that such employees or appointees are bound by confidentiality and non-use obligations no less stringent than those included herein.



- 8.5 Will not amount to Confidential Information, information which: (i) is in the public domain at the time of disclosure, (ii) becomes part of the public domain after disclosure otherwise than through an act or omission of, or breach of the agreement by the Recipient, (iii) was in the possession of the Recipient in written or other documentary form already at the time of disclosure without any restriction on disclosure and was not acquired directly or indirectly from the Disclosing party, (iv) is disclosed to the Recipient by a third party who has the right to make such disclosure; or (v) is independently developed by the Recipient without any use of information provided by the Disclosing party. The Recipient shall have the burden of proof as to any claimed exception to the obligations of confidentiality and non-use provided herein.
- 8.6 Information shall not be deemed to be in the public domain or in the Recipient's possession merely because it may be embraced in a more general disclosure, or be derived from non-evident combinations of disclosures generally available to the public or in the Recipient's possession.
- 8.7 The Confidential Information shall be returned to the Disclosing party (along with all copies thereof) within thirty (30) days of receipt by the Recipient of a written request from the Disclosing Party setting forth the Confidential Information to be returned.]

## **9 Article 9 – Duration – Termination**

- 9.1 The Agreement is entered into for the duration specified in the specific conditions set out in the order form / for the duration of the protection of the Software by Intellectual Property Rights and takes effect as of the moment of execution of the order form by the parties.
- 9.2 The Agreement automatically takes an end on the termination date.
- 9.3 The Client must return the Hardware device to i2f within 7days from termination of the Agreement if the Hardware is rented to the Client, In the absence thereof, i2f shall charge the Client the cost of a new Hardware device.

## **10 Article 10 – Applicable law – Jurisdiction**

- 10.1 The validity, interpretation, and implementation of this Agreement shall be governed by Belgian law.
- 10.2 All disputes with respect to the Agreement shall be submitted to the competent Court in Leuven, Belgium. Before instituting proceedings before the Court, Parties will, however, attempt to negotiate in good faith in order to reach an out-of-court settlement.

## **11 Article 11 – Miscellaneous**

- 11.1 These License Terms together with the specific conditions set out in the order form, form the entire agreement between the parties with regard to the subject matter stated above.
- 11.2 These License Terms replace and annul any prior written or oral understanding, agreement, offer, correspondence or proposal between i2f and the Client.

Should any provision of these License Terms, or the implementation thereof, be void or unenforceable, the other provisions will not be affected by this and remain in full force and effect. In this case parties, within the limits of the applicable law, will draft a new stipulation that meets the objectives intended by the void or unenforceable stipulation, and include this as an appendix to these License Terms.

Inter2Face BVBA  
Represented by

The Client  
Represented by