

Reseller Agreement

1. Definitions and Interpretation

1.1. In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

Agreement	means this Reseller Agreement, including its Schedules and the Reseller Agreement Addendum;
Commencement Date	means the date of the Reseller Agreement Addendum;
Confidential Information	means this Agreement and all information obtained by one party from the other pursuant to the performance or entering into this Agreement which by its nature may reasonably be considered confidential (whether or not marked as confidential);
Consultancy Services	Means consultancy services and software development services with a view of creating a client specific version of the Software or client specific additions to the Software;
End User	means the party that has acquired the Software and one or more Services through Reseller for its own internal use;
Excluded Clients	means the party or parties that are reserved on an exclusive basis to Invenso or to another reseller, as listed in the Reseller Agreement Addendum;
Invenso	means Invenso BVBA, a company duly organized and existing under the laws of Belgium, with registered offices at 9220 Hamme (Belgium), Hooirt 194, company number (Register of Legal Entities of Dendermonde);
License Agreement	means the standard software use conditions imposed on the End User in relation to the use of the Software;
List Price	means the prices for the Software and the Services;
Maintenance Services	means the review of Software bugs and the provision of updates and upgrades to the Software to resolve such bugs, as described more in details in the Maintenance Service offering of Invenso.
Reseller Agreement Addendum	Means the addendum to the reseller agreement specifying the Reseller, Commencement Date, Excluded clients, Sales Quota and Signatures, etc.;
Party / Parties	means either the Reseller or Invenso, or both;
Reseller	means the reseller appointed by Invenso, as identified in the Reseller Agreement Addendum;
Sales Quota	means the minimum sales volume for (any specific) Software or Maintenance Services, as identified in the Reseller Agreement Addendum;
Services	means Maintenance Services, Support Services, Training Services and Consultancy Services
Services Agreement	means the standard services agreement pursuant to which Invenso may perform services to the Reseller as a subcontractor;
Schedule	means any schedule to the Reseller Agreement;
Software	means the software products, in object code only, and their

	manuals in electronic form, as listed in Schedule A;
Sub-Reseller	Means any physical person or legal entity appointed by the Reseller pursuant to clause 15 – Appointment of Sub-Resellers;
Support Services	means the assistance of the End User in relation to the use of the Software and the interpretation of the results obtained through the use of the Software, other than assistance related to Maintenance Services.
Territory	the geographical area indicated in the Reseller Agreement Addendum.
Training Services	means the provision of training in relation to the use of the Software.

- 1.2. Heading shall not serve to interpret this Agreement.
- 1.3. In case of contradiction between the Reseller Agreement and any of its Schedules, the Reseller Agreement shall prevail on the Schedules.

2. Appointment of the Reseller

- 2.1. Subject to the terms and conditions of this Agreement, Invenso appoints the Reseller as a non-exclusive reseller and authorizes the Reseller to promote, market, distribute and resell the Software and the Maintenance Services to End Users in the Territory during the term of this Agreement.
- 2.2. The Reseller agrees not to actively promote, market, distribute and resell the Software and the Services to End Users outside the Territory or to Excluded Clients.
- 2.3. The Reseller is an independent reseller. Reseller is fully and solely responsible for its own activities, products and services and the manner in which it carries out those activities. Reseller agrees and confirms that any costs, expenses or liabilities incurred by Reseller in connection with undertaking its activities under this Agreement shall be at Reseller's sole risk and expense.
- 2.4. Provided the Resellers has passed the training described in Schedule B from Invenso, the Reseller shall have the non-exclusive right to render Training Services, Support Services and Consultancy Services to End Users. All Training Services, Support Services and Consultancy Services may be subcontracted to Invenso, which shall perform such Services in accordance with its Services Agreement.

3. Orders for Software and Services

- 3.1. All orders (i) shall be submitted by the Reseller using Invenso's standard order form available on Invenso's website, as modified from time to time, (ii) shall be subject to the terms of this Agreement; (iii) shall identify and specify the quantity of the Software and Services being ordered, the name and address of the End User, a Reseller and End User contact name, mailing address, telephone number and email address, and to whom the Software and Services shall be delivered; and (iv) shall be binding and non-cancelable.
- 3.2. All orders for Software or Services are subject to acceptance or rejection by Invenso in Invenso's sole discretion, provided, however, that Invenso will notify Reseller within ten (10) business days of receipt of an order if the order is rejected.
- 3.3. Delivery of the Software shall take place upon either (i) the receipt of the Software by the Reseller, if the Software is physically shipped to the Reseller, or (ii) the downloading by the Reseller of the Software from Invenso's download site, or installed by Invenso, if the Reseller has subcontracted the installation of the Software to Invenso. All shipments are FOB Invenso's registered office and shall be deemed accepted by Reseller upon delivery. Invenso shall not be obligated to accept orders for Software and Services from any person or entity other than Reseller.

4. Obligations of the Reseller

- 4.1. The Reseller will use its best efforts and devote such time as may be reasonably necessary to promote, market, distribute and sell the Software and the Services, including (but not limited to):
 - promote the licensing and use of the Software within the Territory;
 - solicit orders for the Software and the Maintenance Services within the Territory;
 - hire and retain technically qualified and trained personnel and management who shall solicit orders and promote the Software and the Services in the Territory;
 - provide regular sales forecasts containing such information as Invenso may reasonably request;
 - inform Invenso about new laws and regulations (or changes to existing laws and regulations) which may impact the promoting, marketing, distribution and sale of Software and Services in the Territory.
- 4.2. If the Reseller sells Software to an End User, it shall ensure that the End User shall have concluded a binding License Agreement prior to the delivery of the Software.
- 4.3. If the Resellers sells Maintenance Services, it shall ensure that the End User concludes a binding maintenance agreement with Reseller. The End User shall purchase a minimum of twelve months of Maintenance Services for the Software. Thereafter, Maintenance Services shall be automatically renewable for one year periods unless the End User notifies Reseller in writing of its election not to renew Maintenance Services at least three (3) months prior to the expiration of the then current term (a copy of such notice shall be forwarded by Reseller to Invenso).
- 4.4. Reseller shall keep and maintain accurate records, including without limitation any and all electronic records, which may be necessary to verify its activities under this Agreement.
- 4.5. The Reseller will comply with all policies and procedures reasonably established by Invenso from time to time regarding the promotion of the Software and Services, the solicitation or submission of orders, and all other matters related to the distribution of the Software and Services.
- 4.6. Reseller shall meet or exceed the agreed Sales Quota.
- 4.7. The Reseller acknowledges and agrees that all goodwill created or otherwise associated with the advertising, promotion, marketing, distribution and/or sale of the Software and Services during or following the term of this Agreement shall accrue directly to the benefit of Invenso and shall be the sole and exclusive property of Invenso.
- 4.8. Reseller shall submit to Invenso for review any advertising or marketing materials relating to the Software or Services, and shall not publish or distribute any such materials without Invenso's prior written approval.
- 4.9. The Reseller agrees to obtain – if and when applicable - at his expense all necessary customs, import, export and other governmental authorizations and approvals (including, without limitation, foreign exchange) with respect to this Agreement.
- 4.10. During the term of this Agreement and for a period of 12 months thereafter, the Reseller shall refrain itself to be involved, directly and/or indirectly, within the Territory in any activity and/or business concerning Software and Services which are competitive with (any of) the Software and Services.

5. Obligations of Invenso

- 5.1. Invenso agrees to use commercially reasonable efforts to perform each of its obligations described in this Agreement.
- 5.2. Invenso shall provide the Reseller's personnel with basic training as described in Schedule B regarding the Software and the Services.
- 5.3. Invenso shall employ and maintain an adequate number of experienced training personnel to support the Reseller.

- 5.4. Invenso shall provide the Reseller with a free of charge demo version of each Software, which shall only be used by Reseller for demonstration purposes. Invenso shall release on a quarterly base the license key to the Reseller.
- 5.5. Invenso reserves the right to make changes to the Software, the Services and the List Price at any time and from time to time in its sole discretion. Invenso shall inform the Reseller of any such change by e-mail or by means of publication on its website.

6. Price and Payment Terms

- 6.1. The Reseller shall pay to Invenso:
 - For each Software ordered by Reseller for resale to an End User, Invenso's then-current List Price for that Software, subject to the discounts specified in the Reseller Agreement Addendum. Invenso shall invoice Reseller on delivery of the Software.
 - For Maintenance Services it orders for resale to an End User, the applicable annual fees for Maintenance Services at the time of the applicable order and annually thereafter for as long as the End User remains on active maintenance with Reseller. Invenso shall invoice the Reseller yearly in advance. Reseller shall pay Invenso such renewal fees unless Reseller provides Invenso with a written election signed by the End User electing not to renew such Maintenance Services in accordance with the conditions listed in Clause 4.3. Reseller agrees not to provide any Maintenance Services to any End User who is not fully-paid up in connection with their Maintenance Services.
- 6.2. The Reseller will keep and maintain proper records and books of account relating to its distribution of Software and sale of Maintenance Services to End Users. During the term of this Agreement and for a period of two (2) years thereafter, Reseller shall permit Invenso and its agents, including but not limited to independent accountants designated by Invenso, upon reasonable advance notice and during regular business hours, to examine portions of Reseller's books and records that relate to Reseller's activities under this Agreement. Any underpayment disclosed by such examination shall be paid promptly to Invenso, together with an indemnity of 10% of the underpaid amount. If the underpaid amount exceeds in any calendar year 10% of the amounts declared for that calendar year, Reseller shall also pay for the expenses of the audit.
- 6.3. Reseller shall collect, report, and pay to the relevant taxing authority, and indemnify Invenso for any liability relating to, all applicable excise, property, value-added tax (VAT), sales and use, or similar taxes, any withholding requirement in addition to or in lieu thereof, and any customs, import, export or other duties, levies, tariffs, taxes, or other similar charges that are imposed relating to Reseller's obligations herein.
- 6.4. All invoices are due within fourteen (14) days from the invoice date. All payments made hereunder shall be made in Euro.
- 6.5. Interests thereon shall automatically and without any formality accrue on amounts due at the rate of one percent (1 %) per commenced month or the maximum rate otherwise permitted by applicable law, whichever shall be lower, and be payable from the due date thereof until paid in full. If the Reseller fails to fulfill any payment obligation under the Agreement fourteen (14) days after having been notified thereof by register letter, such amount shall be increased with an indemnity of 10% of the outstanding amount, without prejudice to Invenso's other rights and remedies under the Agreement and applicable law.

7. Term and Termination

- 7.1. This Agreement shall commence on the Commencement Date and have an initial term of one (1) year. Upon expiry of the initial term or any renewal term, the Agreement shall automatically be renewed for successive periods of one (1) year, unless a Party provides written notification of termination of this

Agreement to the other Party not later than three (3) months preceding the date on which this Agreement would otherwise renew or unless earlier terminated as provided herein.

7.2. Invenso may terminate this Agreement:

- At any time, subject to 30 days prior written notice;
- immediately in the event of a material breach of this Agreement by the Reseller;
- immediately if the Reseller commits a breach of this Agreement that is not cured within thirty (30) days of written notice thereof from Invenso;
- immediately if the Reseller ceases doing business, is the subject of a voluntary bankruptcy, insolvency or similar proceeding, is the subject of an involuntary bankruptcy, insolvency, or similar proceeding that is not dismissed within sixty (60) days of filing, makes an assignment for the benefit of creditors, becomes unable to pay its debts when due, or enters into an agreement with its creditors providing for the extension or composition of debt;
- upon written notice to the Reseller if the Reseller fails to satisfy the Sales Quota.

7.3. The Reseller may terminate this Agreement:

- immediately in the event of a material breach of this Agreement by Invenso that is not cured within thirty (30) days of written notice thereof from the other party;
- immediately if Invenso ceases doing business (other than in connection with a sale of such party's business or assets to a third party who agrees to assume this Agreement), is the subject of a voluntary bankruptcy, insolvency or similar proceeding, is the subject of an involuntary bankruptcy, insolvency, or similar proceeding that is not dismissed within sixty (60) days of filing, makes an assignment for the benefit of creditors, becomes unable to pay its debts when due, or enters into an agreement with its creditors providing for the extension or composition of debt.

7.4. Upon termination or expiration of this Agreement, the appointment of the Reseller as reseller shall terminate and Reseller shall immediately return to Invenso, at Reseller's own expense, all copies of the Software and any other materials in the possession of Reseller. All authorized licenses of Software to End Users pursuant to License Agreements and all Maintenance Services shall continue after termination of this Agreement until the termination of such License Agreements and Maintenance Agreements. The Reseller shall transfer the End Users to Invenso, without any compensation being due by Invenso to the Reseller.

7.5. Upon expiration of this Agreement or termination, Reseller shall not be entitled to any separation compensation or damages of any kind, including indemnification, compensation, reimbursement, or damages for loss of prospective compensation, goodwill or loss thereof, or expenditures, investments, leases, or any type of commitment made in connection with Reseller's and/or its End User's business, or in reliance on the existence of this Agreement including, but not limited, to advertising and promotion costs, costs of supplies, termination of employees, employee salaries, and other such costs and expenses. Reseller shall not be entitled to any future fees paid by an End User to Invenso.

8. Intellectual Property Rights

- 8.1. Invenso retains all right, title, and interest in and to the Software, and all intellectual property rights contained therein. The Software is protected by national and international copyright laws, treaties, and conventions.
- 8.2. The Reseller agrees to report promptly in writing to Invenso any use by any third party of intellectual property rights or trade names identical or similar to the trade names of the Software, and agrees to assist Invenso, at Invenso's expense, in enforcing such rights in the Territory. The Reseller acknowledges that Invenso shall, in its discretion, have the sole right to bring, or to authorize the Reseller to bring, in Invenso's name, a legal action or suit to prohibit such use and, in such event, the Reseller agrees to cooperate fully with Invenso in connection therewith.

- 8.3. Reseller is prohibited from using the Software to develop modifications and/or derivatives of any nature without the express prior written consent of Invenso in each instance. Except as expressly permitted in this Agreement, Reseller will not (and will not allow any third party to): (i) reverse engineer or attempt to discover any source code or underlying ideas or algorithms of the Software, (ii) modify, translate, or otherwise create derivative works of the Software, (iii) incorporate or embed the Software, in whole or in part, into another product or other computer software code, or integrate the Software with any other product (iv) reproduce or otherwise manufacture the Software, (v) provide, lease, lend, or use the Software for timesharing, ASP or service bureau purposes; or (vi) allow the removal, alteration, covering or obscuring of any copyright notice or any other notice or mark that appears on the Software, on any copies, or any media or proceed to any of these actions.
- 8.4. Reseller is authorized to identify the Software according to the Software's applicable brand name, to identify Reseller as an independent business that has been authorized by Invenso to market the Software and the Services, and to use and display Invenso's trade name, trademarks, service marks, and logos for purposes of promotion and marketing of the Software and the Services intended for End Users. All such action shall be subject to reasonable advertising and usage guidelines provided by Invenso.

9. Confidentiality

- 9.1. Each Party undertakes that it will not disclose, divulge or communicate to any third party, except to its professional advisers, lawyers, the members of the group of companies to which this Party belongs and to any of its employees, agents or sub-contractors to whom it is necessary to divulge it, or as may be required by law or by any legal, judicial or regulatory authority, any Confidential Information, which may have (or may in the future) come to its knowledge.
- 9.2. Each Party shall take all necessary measures to prevent the publication or disclosure of any Confidential Information. Confidential Information shall only be used for the purpose of performing this Agreement.
- 9.3. Each Party shall take all necessary steps to ensure that its Personnel engaged for the purposes of the Agreement and to whom Confidential Information has been disclosed do not make public or disclose Confidential Information.
- 9.4. Without prejudice to any legal or regulatory archiving obligation, each Party shall upon the first written demand of the other Party return to this requiring Party any documents or other carriers of Confidential Information supplied in connection with the Agreement.
- 9.5. Without prejudice to any legal or regulatory archiving obligation, upon termination of the Agreement, the Parties undertake to return all the documents or other carriers of Confidential Information supplied in connection with this Agreement, which were in their possession, to the owner thereof or to destroy as the same, as instructed by the owner.
- 9.6. Confidential Information shall not include information that :
 - is, or later becomes, generally known to the public (other than by breach of any agreement or undertaking of confidentiality);
 - is lawfully obtained free from confidentiality constraints from any third party who has lawfully obtained such information free from confidentiality constraints; or
 - is required to be disclosed pursuant to any applicable statute, law, rule or regulation of any governmental or regulatory authority or pursuant to any order of any court of competent jurisdiction, provided that the Parties shall if possible advise each other of the request for disclosure in sufficient time to apply for such legal protection as may be available with respect to the confidentiality of the Confidential Information.
- 9.7. This clause shall survive the termination of the Agreement and last as long as the Confidential Information remains confidential.

9.8. Neither Party shall publicize or disclose to any third party the terms or provisions of this Agreement, or the discussions relating thereto, without the prior written consent of a duly authorized officer of the other Party, except as required by law or if Invenso is willing to assign, sell or otherwise transfer (indirectly) this Agreement.

10. Warranties

- 10.1. Invenso's limited warranty to End Users is stated in the License Agreement. Reseller shall not make or pass on to End Users any warranty or representation on behalf of Invenso, other than the limited warranty contained in the License Agreement.
- 10.2. Invenso warrants that the media on which the Software is recorded will be free of defects in material workmanship under normal use and service for a period of ninety (90) days following the date on which such Software is delivered to an End User. If, during such ninety (90) day period, a defect in the media is discovered, Reseller shall notify Invenso during such period and Invenso shall provide Reseller with a replacement copy of the Software.
- 10.3. Except as set out in Clauses 10.1 and 10.2, Invenso makes no warranties or representation in relation to any Software and Service rendered to the Reseller, its End Users or any other person. Except as set out above, and to the extent permitted by law, Invenso disclaims all express and implied warranties, oral or written, including, but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement.
- 10.4. The Reseller warrants that:
- it will comply at any time during the term of this Agreement with all applicable laws and regulations that apply to its business;
 - it has and will maintain, for the duration of this Agreement, all the required authorizations, financial guarantees and insurance coverage's required under this Agreement and by applicable laws and regulations.

11. Limitation of Liability

- 11.1. Invenso shall not be liable for any indirect or consequential damages, including (but not limited to), loss of profit, loss of revenue, loss of goodwill, loss of opportunity, loss and corruption of data.
- 11.2. Invenso's total liability arising out of or in connection with this Agreement shall not exceed, per calendar year, the aggregate amount paid to Invenso under this Agreement during that calendar year.
- 11.3. No limitation of liability shall apply in case of fraud or willful intent.

12. Indemnification

- 12.1. Invenso shall indemnify End Users pursuant solely to the terms of the License Agreement. The Reseller agrees to notify Invenso immediately upon learning of any action, or any threatened or pending judicial action brought against Reseller alleging that Reseller's use of the Software infringes a patent or copyright. If the Reseller is otherwise in compliance with its obligations under this Agreement, Invenso shall defend the Reseller against such action at its own expense and will pay (up to the total fees paid by Reseller to Invenso under this Agreement): (i) the legal fees of counsel engaged by Invenso to defend the Reseller, (ii) any costs and damages finally awarded against the Reseller in such action, and (iii) any amount agreed to be paid by Invenso in settlement of such action. Invenso shall have the sole control of the defense of such action, all negotiations, and its settlement, and the Reseller shall cooperate fully with Invenso.
- 12.2. In the event that the Software is held, or is believed by Invenso, to be infringing, Invenso shall have the option, at its expense, to (i) modify the Software to be non-infringing, (ii) obtain a license for continued use of the Software or (iii) cease selling the Software pursuant to this Agreement, in which case the Software shall automatically be removed from the list of software that Reseller may use and resell. This remedy is the Reseller's sole remedy.

12.3. The foregoing obligations do not apply with respect to Software or portions or components thereof (i) modified after delivery hereunder, (ii) combined with other products, processes or materials to the extent the alleged infringement relates to such combination, or (iii) used other than as specified in the accompanying documentation.

12.4. The Reseller shall defend and indemnify Invenso from and against any and all damages, costs and expenses, including attorneys' reasonable fees, incurred by Invenso as a result of, or in connection with, any breach by the Reseller of this Agreement.

13. Specific provisions for OEM-resellers

13.1. If Invenso has appointed the Reseller to resell the Software and the Services as OEM-reseller in the Reseller Agreement Addendum, the following provisions of the Agreement shall be replaced with the provisions contained in this Clause 13 in relation to such OEM sales only:

- Clause 4.2;
- Clause 4.8;
- Clause 8.3., (iii)

13.2. Subject to the appointment referred to in Clause 13.1 and subject to compliance with the requirements of Clause 8.3 (vi), Reseller shall be entitled to resell and incorporate the Software, for the duration of this Agreement, as part of its own Software, provided its license agreement towards the End User contains provisions that are no less protective to Invenso than those set out in the License Agreement. Reseller warrants that Invenso shall not be held to warrant or indemnify any End User to an extent that exceeds the warranty and indemnification set out in Clause 9 and 12.

14. Specific provisions for resellers providing software as a service

14.1. If Invenso has appointed the Reseller to resell the Software and the Services under a hosted software as a service arrangement in the Reseller Agreement Addendum, the following provisions of the Agreement shall be replaced with the provisions contained in this Clause 14 in relation to such software as a service offerings only:

- Clause 4.8;
- Clause 8.3., (v)

14.2. Subject to the appointment referred to in Clause 14.1, Reseller shall be entitled to resell the Software, for the duration of this Agreement, under a software as a service arrangement.

14.3. The Reseller shall not sell, license, lease or lend the Software for timesharing, ASP or service bureau purposes, or otherwise permit the End User to use the Software for ASP or service bureau purposes.

15. Appointment of Sub-Resellers

15.1. If Invenso has appointed the Reseller to resell the Software with Sub-Resellers in the Reseller Agreement Addendum, by manner of derogation to Clause 16.2 of the Agreement, the Reseller shall be allowed to appoint non-exclusive Sub-Resellers within the Territory if this is set forth in the Reseller Agreement Addendum. The Reseller shall include in his agreement with the Sub-Reseller terms which are compliant with the terms of the Agreement and shall be solely responsible to ensure that the Sub-Reseller(s) conform to all the rights and the obligations that have been conferred on the Reseller by Invenso in terms of the Agreement.

15.2. The Reseller agrees and undertakes that it shall, during and after the Agreement keep Invenso indemnified against any loss or damage that may be suffered by Invenso or any claim or demand made against Invenso due to any act or negligence on the part of the Sub-Reseller(s).

15.3. The Reseller agrees that the Sub-Reseller(s) appointed by it in terms of this Clause 15. cannot in any way be considered to be resellers or agents of Invenso for any purpose whatsoever, and the Sub-Reseller(s) shall have no authority or power to bind Invenso in any way or for any purpose.

- 15.4. Any appointment as Sub-Reseller by Reseller shall automatically terminate upon termination or expiry of the Agreement.

16. Miscellaneous

- 16.1. Any demand, notice, consent, or other communication required by this Agreement must be given in writing and shall be deemed delivered upon receipt when delivered personally or upon confirmation of receipt following delivery by internationally recognized overnight courier service, in each case addressed to the Legal Department of the receiving party at the address first listed above for each party. Either party may change its address by giving written notice of such change to the other party.
- 16.2. The Reseller shall not sell, assign, transfer, convey, delegate or encumber his duties and obligations hereunder, or any rights or interests hereunder, and the Reseller shall not suffer or permit any assignment or transfer or encumbrance thereof, whether voluntary, by operation of law or otherwise, without the prior written consent of Invenso.
- 16.3. The Agreement and the attached Schedules constitute the entire agreement between the Parties, and supersedes all prior oral or written agreements or communications with regard to the subject matter described. No additional or conflicting term in a purchase order or other document shall have any effect on the terms of this Agreement.
- 16.4. This Agreement may not be modified except by a writing signed by authorized representatives of both Parties.
- 16.5. The failure of either Party to exercise any right or option it is granted herein, or to require the performance by the other Party hereto of any provision of this Agreement, or the waiver by either Party of any breach of this Agreement, shall not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of the same or any other provision of this Agreement.
- 16.6. If any provision of this Agreement is determined by a court of competent jurisdiction to be in violation of any applicable law or otherwise invalid or unenforceable, such provision shall to such extent as it shall be determined to be illegal, invalid or unenforceable under such law be deemed null and void, but this Agreement shall otherwise remain in full force and effect. The Parties shall then replace the illegal, invalid or unenforceable provision by a new provision which will be as similar as possible to the intention of the replaced provision.
- 16.7. This Agreement shall be governed by and construed in accordance with Belgian law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
- 16.8. Any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the courts of Antwerp (Belgium).

List of Schedules

Schedule A: Software

Schedule B: Training

Schedules

Schedule A: Software

Software



Invenso developed XBIntegrator, a powerful and developer-friendly software integration and development platform. It allows to develop multi-tier business solutions with a SOA mindset. With XBIntegrator, companies can enjoy all the benefits of SOA without the inherent complexity of a full-blown enterprise service bus. XBIntegrator provides a service oriented approach for multi-tier application integration and data exchange for all types of business, scalable, affordable, open and platform independent. XBIntegrator offers programmable workflow orchestration of inbuilt services to fulfill Data Exchange, Application Integration & Modernization, Multi-tier Application Development, Web Enabling, Office Integration, Document Management & Mining, Database Interchange and XML.

The core components of XBIntegrator runs on a server site are now based upon the number of threads. Some hardware platforms use virtualization or logical partitioning, where a virtual server or logical partition is considered as an individual server. See List Price made available to the Reseller. Specific prices will be mentioned in the Order Form.



Invenso developed XperiDo, a SOA-based Document Creation and Output Management application. XperiDo is the ultimate platform to create conditional professional documents and manage your document output. With XperiDo an IT department will gain control over complex information flows, the marketing department will gain control over the consistency of the print output and the end

user will gain time and productivity. XperiDo is built on a service oriented architecture, based on open standards. You can design document templates in the familiar Microsoft Office Word processor.

Some hardware platforms use virtualization or logical partitioning, where a virtual server or logical partition is considered as an individual server.

See List Price made available to the Reseller. Specific prices will be mentioned in the Order Form.

Schedule B: Training

Invenso provides to the Reseller a free of charge ready to start training of 1 day, or at the premises of Invenso or via web conferencing. Additional training can be ordered at the standard rates defined in the Order Form.