# AMENDMENT ONE

to the

# PREPAID ROYALTY ADDENDUM

to the

### EMBEDDED SOFTWARE LICENSE DISTRIBUTION ADDENDUM

to the

# ISV MASTER DISTRIBUTION AGREEMENT

between

Informatics B.V.

and

Oracle Nederland B.V.

## ORACLE AGREEEMENT INFORMATION

This Amendment One (the "amendment") amends the Prepaid Royalty the Embedded Software License Distribution Addendum to the ISV Maste	
Agreement with reference NL-OPN-MA-ISV-ESL- (the "Addendum") and all amendments and addenda the	effective 21-
Informatics B.V. ("you" and "your") and Oracle Ne ("Oracle").	

In consideration of Informatics B.V.'s payment of an additional fee of total 45,000.00 Euro for Net License Fees and a total of 8,550,00 Euro for Support Fees the parties agree to amend the above Addendum as follows:

The parties agree to amend the Addendum as follows:

#### A. AMENDMENTS TO THE PREPAID LICENSE ADDENDUM

# 1. Section 1. Agreement Definitions

Delete the first paragraph in its entirety and replace it with the following: "For the purposes of this Prepaid Royalty Addendum, the term "Distribution Term" shall mean a period of 6 (six) years from the effective date hereof unless terminated earlier as provided herein."

## 2. Section 2. Prepaid Licenses

Delete the second paragraph in its entirety and replace it with the following:

"Notwithstanding anything to the contrary in the agreement, the amount deducted from the Prepaid Licenses Fees for each application package distributed under this addendum the license fee payable for each Prepaid License will be equal to 5% of the applicable license fee for the application packages the Standard and Regroup and 10% of the applicable license fee for the application package Enterprise, based on (i) your standard commercial price list in effect at the time you issue a quote or (ii) your standard commercial price list for the application package(s) in effect as of the effective date of this addendum (attached Exhibit A Partner Price List), which ever higher. Such fees shall not be: (a) lower than the amount specified in this paragraph, even if your standard commercial price list changes; and (b) modified as a result of any discounts you have offered to your end

1

IL\_ Amendment One

users. Upon Oracle's request, you agree you will provide Oracle with the following so that Oracle may verify the fees deducted from the Prepaid Licenses Fees amount: your standard commercial price list for the application package(s) in effect as of the effective date of this addendum (attached Exhibit A Partner Price List); and your documentation of the applicable discounts for each end user order."

## 3. Section 3. Incremental Licenses

Delete the second paragraph in its entirety and replace it with the following:

"Notwithstanding anything to the contrary in the section of the agreement entitled Fees and Taxes, for the remainder of the addendum's term you agree to pay fees for the distribution of Incremental Licenses ("Incremental Licenses Fee") at the percentage of the license fee due and payable to you by your end user(s) for the application package(s) the license fee payable for each Prepaid License will be equal to 5% of the applicable license fee for the application packages Suite Standard and kgroup and 10% of the Enterprise, based on (i) your applicable license fee for the application package standard commercial price list in effect at the time you issue a quote or (ii) your standard commercial price list for the application package(s) in effect as of the effective date of this addendum (attached Exhibit A Partner Price List), which ever is higher. Such fees shall not be: (a) lower than the amount specified in this paragraph, even if your standard commercial price list changes; and (b) modified as a result of any discounts you have offered to your end users. Upon Oracle's request, you agree you will provide Oracle with the following so that Oracle may verify the fees deducted from the Prepaid Licenses Fees amount: your standard commercial price list for the application package(s) in effect as of the effective date of this addendum (attached Exhibit A Partner Price List); and your documentation of the applicable discounts for each end user order."

# B. ADDITIONAL TERMS

## 1. Order of Precedence

In the event of any inconsistencies between the Addendum and this amendment, this amendment shall take precedence.

### 2. Other

Subject to the modifications herein, the Addendum shall remain in full force and effect.

This amendment is valid through 31-MAY-2017 and shall become binding upon execution by you and acceptance by Oracle.

The effective date of this amendment is <u>22-May-2017</u> (effective date to be completed by Oracle).

Informatics B.V.	Oracle Nederland B.V.
Burtoken	By:
Name: Lu MEMPEU	Name: M. van Cechbeh
Title: CTO	Title: Sa Seles Priestor

1

Date 22-11/2/-2017

Date 22 Mac 2017

\_Amendment One

3