



ORACLE PARTNERNETWORK ISV MASTER DISTRIBUTION AGREEMENT

This ISV Master Agreement ("agreement") includes the terms and definitions set out below and any orders you submit. This agreement is not effective until accepted by Oracle. If accepted, Oracle will notify you and the terms of this agreement will govern.

A. Agreement Definitions

"You" and "your" refer to the entity that has entered into this agreement with Oracle Nederland B.V. ("Oracle") to distribute Oracle's programs, hardware and/or services with the value added package including your wholly- and majority-owned subsidiaries that you bind to this agreement ("subsidiary"). You warrant that you have the authority to bind your subsidiaries to the terms of this agreement and any applicable order with Oracle and further warrant that you shall be responsible for a breach of such terms by your subsidiaries.

The term "distribution addendum" refers to an addendum to this agreement specifying additional distribution terms for the various Oracle products and services that you may distribute.

The term "distribution rights" refers to the right to distribute the programs, hardware, learning credits, and/or services to an end user with the value added package under the terms of this agreement and the applicable distribution addendum.

The term "end user" refers to a third party that is authorized to use the programs and/or hardware for its own internal business operations subject to the terms of an end user license agreement, end user hardware agreement, and/or any distribution addendum, as applicable. End user shall not include any public sector entity.

The term "end user agreement" refers to either an end user hardware agreement or an end user license agreement as defined in the applicable distribution addendum.

The term "hardware" refers to the hardware equipment (including components, options and spare parts), operating system, integrated software and related software media listed in Oracle's price list. Hardware includes hardware documentation. Operating system and integrated software include any software updates acquired through technical support. Hardware or parts of it may be new or like new.

The term "hardware documentation" refers to the hardware specifications, user manuals, and installation manuals. Hardware documentation is delivered with the hardware and/or provided online.

The term "integrated software" refers to software embedded in the hardware which is essential to hardware functionality (e.g. firmware).

The term "learning credit" is defined in the license definitions and rules, which are incorporated in this agreement and which are available at <http://partner.oracle.com> (log in, select Membership / Agreements & Policies).

The term "Oracle Finance Division Contract" refers to a contract between you and Oracle (or one of Oracle's affiliates) that provides for payments over time of some or all of the sums due to Oracle under this agreement.

The terms "Oracle PartnerNetwork" and "OPN" refer to Oracle's partner program which provides access to specified Oracle services, tools and resources. You can access the Oracle PartnerNetwork at <http://partner.oracle.com>.

The term "Partner Ordering Policy" refers to Oracle's Partner Ordering Policy in effect at the time an order is submitted to Oracle which is incorporated into this agreement and is subject to change at Oracle's discretion. You may access the current version of the Partner Ordering Policy at <http://partner.oracle.com> (log in, select Membership / Agreements & Policies).

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The term "programs" refers to the software products owned or distributed by Oracle including program documentation, and any program updates acquired through technical support, as further defined in a distribution addendum.

The term "program documentation" refers to the program user manual and program installation manuals. Program documentation is delivered with the programs, or documentation may be accessed online at <http://oracle.com/contracts>.

The term "public sector entity" is any government, legislature or decision making body, judiciary, instrumentality, department, or agency at any level (national, local, municipal or otherwise); entities managed, controlled or majority owned by government interests; public organizations or foundations of any kind (including political parties, political organizations, or political candidates); and any public international organization, such as, but not limited to, the International Red Cross, United Nations, or the World Bank.

The term "services" refers to technical support, Oracle On Demand services (excluding CRM On Demand and any software as a service offering), or other services which you have ordered from Oracle.

The term "technical support" consists of annual technical support services you have ordered for the programs and/or hardware consisting of any of the technical support levels defined in Oracle's technical support policies in effect at the time such technical support is ordered.

B. Distribution Rights

In order to distribute programs, hardware, learning credits, and/or services, you and your subsidiaries must be members of the Oracle PartnerNetwork. Subject to the terms of this agreement, Oracle grants distribution rights to you as detailed in the applicable distribution addendum.

Oracle shall inform you of any notices and other instructions that are related to third party components (including open source software) that are included in a program and/or hardware and that Oracle is required to distribute with such programs and/or hardware. These notices and other instructions shall be provided to you in at least one of the following ways, at Oracle's sole discretion: (a) automatically installed with the programs or in the installation details; (b) in the program documentation; (c) in the readme files or notice files; or (d) via a supplemental list. You shall comply with all instructions related to third party software components (including open source software). If you reproduce the programs, operating system and/or integrated software, you shall reproduce all third party notices in an appropriate location in the reproduction and/or in its related documentation and include any associated source code (to the extent such source code is provided by Oracle), as required by the applicable notices or as otherwise directed by Oracle.

Oracle may request that you acquire any third party, royalty-free license offered generally to the public that Oracle, in its reasonable discretion, determines may be necessary to avoid a claim of infringement for distribution of any hardware, program or other Oracle software either by Oracle or by you under the terms of this agreement. In the event you fail to acquire such license, Oracle may terminate this agreement with respect to the relevant hardware, program(s) and/or other software on thirty (30) days written notice, and whether or not this agreement is terminated, Oracle shall have no obligation to indemnify you under Section F (Indemnification) for any claim of infringement that would have been avoided by the acquisition of such license.

C. Ownership and Restrictions

Oracle or its licensors retain all ownership and intellectual property rights to: (i) the programs, the operating system, the integrated software and learning credits; and (ii) anything developed by Oracle and/or delivered to you under this agreement. In addition, Oracle or its licensors retain all ownership in the intellectual property rights related to the hardware. Each end user may make a sufficient number of copies of each program for the licensed use and one copy of each program media. Each end user may only make copies of the operating system and integrated software for archival purposes, to replace a defective copy or for program verification. All other rights are reserved, and this agreement does not grant any rights, whether by implication, estoppel, or otherwise, other than those rights specifically described in this agreement.

The programs, the operating system and the integrated software may contain third party technology. Third party technology will be licensed to you either under the terms of this agreement or, if specified in the program documentation, the hardware documentation, readme files, notice files, or the installation details, or otherwise as set forth in section B

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(Distribution Rights), under separate license terms ("separate terms") and not under the terms of this agreement ("separately licensed third party technology"). Oracle is required in certain cases to provide notices to you and will do so in accordance with section B (Distribution Rights); however, such a notice will not change the terms under which third party technology is licensed to you.

Your rights to use (including without limitation the right to distribute) separately licensed third party technology under the separate terms are not restricted in any way by this agreement. However, solely with respect to separately licensed third party technology that is part of the program, the operating system or the integrated software and is used: (i) in unmodified form; (ii) as part of the program, the operating system, or the integrated software; (iii) in accordance with the license grant for the relevant program, operating system or integrated software and all other terms and conditions of this agreement, and (iv) in compliance with the separate terms, Oracle will provide indemnification for separately licensed third party technology to the same extent as Oracle is required to provide indemnification for the program, the operating system and/or the integrated software under the terms of this agreement. Oracle will provide indemnification for third party technology that is part of the program, the operating system and/or the integrated software and not separately licensed third party technology to the same extent as Oracle is required to provide indemnification for the program, the operating system and/or the integrated software under the terms of this agreement.

For GPLv2, GPLv2.1, GPLv3 and LGPLv3 licensed code you receive in binary form on physical media, you may order a copy of the source code ("source code") via postal service, by submitting your written request at <http://oss.oracle.com/systems-opensourcecode>. Alternatively, you can mail your written request to Attn: VP of Legal, Development and Engineering, MS-5OP10, Oracle Corporation, 500 Oracle Parkway, Redwood Shores, CA 94065. Your request should include the name and version number of the product, your name, your company name (if applicable), your return mailing address, and your email address. Certain source distributions require a fee for physical media. Should this be the case, you will be sent details on the cost and payment procedure via email. Your request must be sent within three (3) years of the date of our last delivery of the applicable product. This offer only applies if you received your operating system and/or integrated software on physical media.

You may not:

- distribute the programs, hardware or learning credits in any manner except as provided under this agreement and any distribution addenda to this agreement;
- use the programs or hardware except as expressly provided in this agreement;
- use the learning credits for your own business operations;
- remove or modify any program or hardware markings or any notice of Oracle's or its licensors' proprietary rights;
- rent, lease, or timeshare the programs or the learning credits or provide subscription services for the programs or the learning credits, or permit your end users to do so (unless Oracle expressly permits such access for the specific program license the end user has acquired);
- distribute the hardware for use in the planning, construction, operation or maintenance of any nuclear facility and you acknowledge that the hardware is not designed, manufactured or intended for such use;
- cause or permit reverse engineering (unless required by law for interoperability), disassembly, or decompilation of the programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs);
- disclose results of any program and/or hardware benchmark tests without Oracle's prior written consent;
- engage in any conduct that may be detrimental to Oracle or to the programs, hardware, the learning credits, or the services;
- enter into any agreement which requires you to take any actions that are in conflict with the terms of this agreement;
- refurbish the hardware returned by an end user to you and distribute such remanufactured hardware; and
- distribute Oracle hardware that you acquire from unauthorized resellers.

D. Order Terms

You will place orders and reports in accordance with the applicable distribution addendum to this ISV Master Agreement. Each order placed must be complete and shall be subject to the terms of this agreement and the terms in the Partner Ordering Policy. You should review the Partner Ordering Policy prior to entering into the order for programs, hardware, learning credits and/or services. With each order for programs, hardware, learning credits and/or services you shall provide the information set out in the Partner Ordering Policy or the information in the required fields of any online ordering system and any other information required by Oracle for processing the order. Your order must be complete

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when submitted to Oracle and may not (a) require any concessions (including requiring Oracle to perform any obligations or to incur any liability not set forth in your order to Oracle) or (b) be changed after it is submitted to Oracle. Oracle reserves the right to accept or reject any order submitted by you in its sole discretion.

Upon request, you will provide Oracle with a copy of the end user agreement and any amendments and documents that together with the end user agreement form the complete end user agreement, and any ordering documents or purchase agreements between you and the end user related to the order. You shall be responsible for removing from the end user agreement any pricing information and any other information you reasonably deem to be confidential. For programs, hardware and/or services, at a minimum you must provide information related to the programs, hardware and/or services, including but not limited to, the end user's name, the programs, hardware and/or services distributed, the number of users, the license levels, the license grant to the end user, any definitions related to licensing metrics, the date of the order, and any other information reasonably requested by Oracle. For learning credits, at a minimum, you must provide information related to the learning credits, including but not limited to, the end user's name, the learning credits distributed, the date of the order, and other information reasonably requested by Oracle.

You agree to comply with Oracle's "Third Party Financing Notice – Financing for End-user Customer's Payment Obligation" dated February 15, 2011 whenever: (i) the acquisition of programs, hardware, and/or technical support is financed or leased, (ii) the end user agreement or order refers to any payments other than net 30 day payment terms, or (iii) a funder is placing the end user order with you or is responsible for payment under the end user order with you. You will ensure that the end user and any funder have received the Third Party Financing Notice, and where applicable, have acknowledged that they will comply with those terms. The term "funder" refers to a financial entity that provides financing or leasing to the end user for the programs, hardware and/or services subject to a funding contract between the funder and the end user. Oracle's "Third Party Financing Notice – Financing for End-user Customer's Payment Obligation" dated February 15, 2011 is subject to change at Oracle's discretion and can be accessed at <http://partner.oracle.com> (log in, select Membership / Agreements & Policies).

E. Fees and Taxes

You may place an order for programs, hardware, learning credits, and/or services with Oracle Corporation or any local majority owned subsidiary of Oracle Corporation (both of which are referred to in this agreement as an "Oracle group company") or an Oracle VAD. If you are placing an order for hardware on an Oracle group company then Oracle will instruct you with which Oracle group company to place your order. You agree to pay the applicable Oracle group company or the appropriate Oracle VAD a fee for programs, hardware, learning credits, and/or services ordered and/or distributed as specified in the applicable distribution addendum and order. Fees for programs, hardware, learning credits, and/or services will be paid directly to the entity to which you submit the order. You will not be relieved of your obligation to pay any fees owed to the Oracle group company by the nonpayment of such fees by your end user. Oracle VADs and partners are free to determine the fees charged to partners and end users, respectively for program licenses, hardware, learning credits, and services.

All fees payable to the applicable Oracle group company are due within 30 days from the invoice date. You agree to pay any freight charges for hardware in accordance with the Order and Delivery Policies which are available at <http://partner.oracle.com> (log in, select Membership / Agreements & Policies). You also agree to pay any sales, value-added, customs, levies or other similar taxes imposed by applicable law that the applicable Oracle group company must pay based on the programs, hardware, learning credits, and/or services you ordered, except for taxes based on Oracle's income. You agree and you will obtain your end users' written agreement that you and your end users have not relied on the future availability of any programs, hardware, learning credits, or services in entering into the payment obligations in the applicable order, however, (a) if you order technical support for programs and/or hardware for distribution to end users, the preceding sentence does not relieve Oracle of its obligation to provide updates to such end users, if-and-when available, in accordance with Oracle's then current technical support policies and (b) the preceding sentence does not change the rights granted to your end users for any program licensed by Oracle under the applicable order per the terms of the applicable order, the applicable distribution addendum and this agreement. Oracle reserves the right to check your credit rating periodically during the term of this agreement and to modify these payment terms in the event that there is a material change in your credit rating. Fees listed in this agreement or the applicable distribution addendum are exclusive of value added tax and/or similar sales taxes. Such taxes shall be charged at the appropriate rate by the applicable Oracle group company and shall be shown separately on the relevant invoice. Payments shall be in U.S. dollars or in the local currency designated by the applicable Oracle group company. Upon your submission of an order to the applicable Oracle group company, this payment obligation is non-cancelable, and the sum paid is nonrefundable, is not subject to

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set-off for any reason, and is not subject to the completion or occurrence of any event after the date your order is submitted to Oracle, other than the shipment of programs and/or hardware by Oracle if required and Oracle's obligation to provide annual technical support services to end users if ordered.

F. Indemnification

If a third party makes a claim against you or an end user that any (i) hardware (excluding the operating system or integrated software); or (ii) programs ((i) and (ii) collectively referred to as the "indemnified material"); infringes their intellectual property rights based on your distribution of the indemnified material (as applicable) in accordance with the terms of this agreement, Oracle, at its sole cost and expense, will defend you and the end user against the claim and indemnify you and the end user from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Oracle, if you do the following:

- notify the General Counsel, Oracle Legal Department, promptly in writing, not later than 30 days after you receive notice of the claim (or sooner if required by applicable law);
- give Oracle sole control of the defense and any settlement negotiations; and
- give Oracle the information, authority, and reasonable assistance Oracle needs to defend against or settle the claim.

Provided you and the end user (as applicable) are a current subscriber to Oracle technical support services for the operating system, then for the period of time for which you and the end user (as applicable) are/were a subscriber to the applicable Oracle technical support services, (i) the phrase "indemnified material" in this section of the agreement shall include the operating system and the integrated software. Notwithstanding the foregoing, with respect solely to the Oracle Linux operating system, Oracle will not indemnify you for materials that are not part of the Oracle Linux covered files as defined at <http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf>.

If Oracle believes or it is determined that any of the indemnified material may have violated a third party's intellectual property rights, Oracle may choose to either modify the indemnified material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Oracle may end the license for the applicable indemnified material and refund any fees you may have paid to Oracle for it and any unused, prepaid technical support fees you have paid to Oracle for the applicable product. If Oracle believes or it is determined that the hardware (or portion thereof) may have violated a third party's intellectual property rights, Oracle may choose to either replace or modify the hardware (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, Oracle may remove the applicable hardware (or portion thereof) and refund the net book value. Oracle will not indemnify you or an end user if you or an end user alter indemnified material or if you distribute or the end user uses indemnified material for purposes outside the scope of use identified in the user documentation or if you distribute or the end user uses a version of the indemnified material which has been superseded, if the infringement claim could have been avoided by distributing or using an unaltered current version of the indemnified material which was provided to you. Oracle will not indemnify you or an end user to the extent an infringement claim is based upon any indemnified material not provided by Oracle. Oracle will not indemnify you or an end user to the extent that an infringement claim is based upon the combination of any indemnified material with any products or services not provided by Oracle. Oracle will not indemnify you or an end user for infringement caused by you or your end user's actions against any third party if the Oracle indemnified material as delivered to you and distributed by you or used by an end user in accordance with the terms of this agreement and any distribution addendum would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you or an end user for any infringement claim that is based on: (1) a patent that you and/or the end user were made aware of prior to the effective date of this agreement (pursuant to a claim, demand, or notice); or (2) your actions or the end user's actions prior to the effective date of this agreement. If a third party makes a claim against Oracle that any indemnified material, when used in combination with any product or services provided by you, infringes their intellectual property rights, and such claim would have been avoided by the exclusive use of the indemnified material, you will indemnify Oracle. This section provides your exclusive remedy for any infringement claims or damages.

G. Term and End of Agreement

This agreement shall begin on the effective date specified herein unless you accept the terms of this agreement online, in which case the effective date shall be as set forth in an email from Oracle confirming Oracle's acceptance of this agreement. The term of this agreement shall continue for 2 years. If your membership in the Oracle PartnerNetwork expires or is terminated, you will not be permitted to distribute programs, hardware, learning credits, and/or services until

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your membership is made current. When this agreement or any applicable distribution addendum expires or terminates, in order to keep distributing the programs, hardware, learning credits and/or services, you must execute the then current version of Oracle's distribution agreement or distribution addendum, as applicable, and the agreement and such distribution addendum will be subject to acceptance by Oracle, and Oracle may require you to complete certain training and assessment requirements to Oracle's satisfaction. If either of us breaches a material term of this agreement or a distribution addendum and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate this agreement and the applicable distribution addendum. If Oracle ends this agreement and a distribution addendum as specified in the preceding sentence, you must pay within 30 days from notification of the termination all amounts which have accrued prior to such end, as well as sums remaining unpaid for programs, hardware, learning credits, and/or services received under this agreement and the applicable distribution agreement plus related taxes and expenses. If Oracle ends the license for a program under the Indemnification section, you must pay within 30 days from notification of the termination all amounts remaining unpaid for services related to such license which have accrued prior to such end plus related taxes and expenses. In addition, if Oracle terminates this agreement and/or any distribution addendum as provided under this section, Oracle also may terminate your Oracle PartnerNetwork agreement and your membership in the Oracle PartnerNetwork. Except for nonpayment of fees, the non-breaching party may agree, in its sole discretion, to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if you are in default under this agreement or any distribution addendum, you may not place orders for and/or distribute the programs, hardware, learning credits, and/or services and Oracle has the right to cancel any orders that you have placed but that have not yet been shipped. You agree that if you have used an Oracle Finance Division Contract to pay for fees due under this agreement or a distribution addendum and you are in default under that contract, you may not distribute the programs, hardware and/or services that are subject to such contract. The end users' rights to use the programs and or learning credits, properly distributed by you under this agreement and the applicable distribution addendum shall survive termination of this agreement, unless such rights are otherwise terminated in accordance with the applicable end user agreement. Provisions that survive termination or expiration are those relating to limitation of liability, infringement indemnity, payment, ethical business practices, and others which by their nature are intended to survive.

H. Nondisclosure

By virtue of this agreement, the parties may have access to information that is confidential to one another ("confidential information"). We each agree to disclose only information that is required for the performance of obligations under this agreement. Confidential information shall be limited to the terms and pricing under this agreement, and all information clearly identified as confidential at the time of disclosure.

A party's confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

We each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure. In addition, you agree that you may not disclose to investors or potential investors information regarding Oracle's financial performance or your company's financial performance specifically related to Oracle programs and/or services without prior written consent from Oracle's Investor Relations group. Nothing shall prevent (1) either party from disclosing the terms or pricing under this agreement or orders submitted under this agreement in any legal proceeding arising from or in connection with the terms of this agreement, (2) Oracle from disclosing to an Oracle VAD information about the status of your membership in the Oracle PartnerNetwork or the programs, hardware, learning credits and/or services you are permitted to distribute under this agreement, or (3) either party from disclosing the confidential information to a governmental entity as required by law.

I. Trademarks and Copyrights

You are authorized to use Oracle's trademarks and service marks (the "Oracle trademarks") to refer to the associated Oracle products and services. Your use of the Oracle trademarks shall comply with Oracle's Third Party Usage Guidelines for Oracle Trademarks, and all goodwill based upon use of the Oracle trademarks shall inure to Oracle's benefit. Oracle's Third Party Usage Guidelines for Oracle Trademarks are subject to change. You may access Oracle's Third Party Usage Guidelines for Oracle Trademarks at <http://www.oracle.com/html/3party.html>. In marketing, promoting or licensing the programs, hardware and/or services, you agree to make it clear that Oracle is the source of the programs, hardware

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and/or services. You shall retain all notices, including copyright and trademark notices, on the programs, operating system and integrated software and any copies of the programs, operating system and integrated software. When you are distributing Oracle programs and/or hardware under a Full Use Distribution Addendum, you shall not modify the programs and/or hardware and shall deliver the programs and/or hardware exactly as you receive them or have Oracle deliver the programs in the original media. When you are distributing Oracle programs under an Application Specific Full Use Program Distribution Addendum or an Embedded Software License Distribution Addendum, you shall include on all documentation, the sign-on screen for any software incorporating the program(s), and any media containing the program(s); (a) a reproduction of Oracle's copyright notice for the program(s); or (b) a copyright notice for your software that is being distributed with the program(s).

J. Relationships between Parties

In all matters relating to this agreement, you will act as an independent contractor. This agreement does not create a partnership, joint venture, agency, employee/employer, lobbyist/lobbyist employer relationship, or franchisee/franchisor relationship between the parties. Except with regard to your distribution of first year Oracle technical support to the end users under a distribution addendum and Oracle's obligation to ship programs in connection with orders that comply with the terms of this agreement if requested to do so, neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee, or in any other capacity. Nothing in this agreement or any distribution addendum shall be construed to limit either party's right to independently develop or distribute software or hardware that is functionally similar to the other party's product, so long as proprietary information of the other party is not included in such software or hardware or used to create such software or hardware.

K. Privacy

If you provide Oracle with personal information concerning your customers, prospects or employees, Oracle will only use the information in manners consistent with those specified in this agreement to accomplish their purposes, or as otherwise indicated at the time Oracle collects such information. This information may be maintained by Oracle in data centers in the United States and may be accessed by Oracle's global personnel as required for business purposes. You agree to provide all relevant notices and obtain any consents required to share the information with Oracle.

If Oracle provides you with personal information concerning Oracle's partners, customers, prospects or employees, you agree that you will permit access to and use of such information solely in connection with the sale of Oracle products or services and for the limited purpose(s) for which it was provided by Oracle under this agreement and any distribution addendum. You also agree to comply with all laws that apply to your use of this information for such purposes. The requirements of this section do not apply to either party's relationships with its customers.

From time to time, the parties may exchange information regarding marketing and sales opportunities through Oracle's partner management application. Both parties agree to use any such information in compliance with the terms of this agreement and Oracle's Partner Management Opportunity Routing Policy, the current version of which is located at <http://partner.oracle.com> (log in, select Membership / Agreements & Policies).

L. URLs

It is your responsibility to regularly monitor all applicable URLs referenced in this agreement and any distribution addendum. You confirm that you have access to the Internet and confirm that prior to entering into this agreement you have read the policies on the websites referenced above and agree to the terms and conditions set out in those policies. You undertake that you will visit the websites referenced above on a regular basis so that you are aware of any amendments Oracle may make to those policies from time to time.

M. Ethical Business Practices

You acknowledge and agree that you and your owners, directors, officers, employees or agents have not, and will not, make or promise to make corrupt payments of money or anything of value, directly or indirectly, to any government or public international organization officials, political parties, or candidates for political office, or employee of a commercial customer or supplier, for the purpose of obtaining or retaining business or securing any improper advantage. You agree to accurately document all transactions related to this agreement and any distribution addendum, in your financial books, records, statements, and in reports or other documents provided to Oracle. You agree to comply with the terms of the Oracle Partner Code of Conduct and Business Ethics, which is available at <http://partner.oracle.com> (log in, select Membership / Agreements & Policies). You agree that the handling and disbursement of funds related to an Oracle

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transaction must be pursuant to a duly authorized Oracle written contract with clearly defined procedures. No undisclosed or unrecorded fund or asset related to any Oracle transaction may be established or maintained for any purpose. You agree that any violation of this section constitutes just cause for the immediate termination by Oracle of this agreement without any liability incurred by Oracle to you. You will also indemnify and hold Oracle, Oracle Corporation, and subsidiaries, parents and affiliates harmless from any claims, losses and liabilities resulting from any breach of any of your obligations under this section. The obligations under this section shall survive the termination or expiration of this agreement and any distribution addendum.

N. Entire Agreement

You agree that this agreement and applicable distribution addenda and the information which is expressly incorporated into this agreement and applicable distribution addenda by written reference (including reference to information contained in an URL or referenced policy), together with the applicable order, are the complete agreement for each order that you place with Oracle for programs, hardware, learning credits, and/or services, and that this agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such programs, hardware, learning credits, and/or services. Moreover, you agree that any rights you may have to distribute learning credits under any Oracle PartnerNetwork Education Distribution Agreement shall be replaced and superceded by the rights to distribute learning credits under this agreement and the applicable distribution addendum. If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of this agreement. It is expressly agreed that the terms of this agreement, any distribution addendum, and any order with Oracle shall supersede the terms in any purchase order or other non-Oracle ordering document and no terms included in any such purchase order or other non-Oracle ordering document shall apply to the programs, hardware, learning credits, and/or services ordered. This agreement, any distribution addendum, and any order with Oracle may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through an Oracle online ordering system by authorized representatives of you and of Oracle. Any notice required under this agreement or any distribution addendum shall be provided to the other party in writing.

O. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO (A) THE AMOUNT OF FEES YOU PAID ORACLE UNDER THIS AGREEMENT, AND IF SUCH DAMAGES RESULT FROM YOUR USE, DUPLICATION, OR DISTRIBUTION OF PROGRAMS, HARDWARE OR SERVICES OR YOUR DISTRIBUTION OF LEARNING CREDITS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT PROGRAM, HARDWARE OR SERVICES OR RELEVANT LEARNING CREDITS GIVING RISE TO THE LIABILITY OR (B) IF YOU ORDERED PROGRAMS, HARDWARE, LEARNING CREDITS, AND/OR SERVICES THROUGH AN ORACLE VAD, THE AMOUNT OF FEES THAT YOU WOULD HAVE PAID TO ORACLE UNDER THIS AGREEMENT HAD YOU ORDERED DIRECTLY FROM ORACLE, AND IF SUCH DAMAGES RESULT FROM YOUR USE, DUPLICATION, OR DISTRIBUTION OF PROGRAMS, HARDWARE, OR SERVICES OR YOUR DISTRIBUTION OF LEARNING CREDITS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES THAT YOU WOULD HAVE PAID ORACLE FOR THE DEFICIENT PROGRAM, HARDWARE OR SERVICES OR RELEVANT LEARNING CREDITS GIVING RISE TO THE LIABILITY HAD YOU ORDERED DIRECTLY FROM ORACLE.

P. Export

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs and hardware. You agree that such export laws govern your use of the programs (including technical data), hardware and any services deliverables provided under this agreement, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program, hardware and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. You shall include the following notice on packing lists, commercial invoices, shipping documents and other documents involved in the transfer, export or re-export of the programs and hardware: *"These commodities, technology, software or hardware were exported in accordance with the U.S. Export Administration Regulations and applicable export laws. Diversion contrary to applicable export law is prohibited."*

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A&C Director Benelux



Q. Other

1. This agreement is governed by the substantive and procedural laws of The Netherlands and you and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts in Utrecht, The Netherlands in any dispute arising out of or relating to this agreement.

If you have a dispute with Oracle or if you wish to provide a notice under the Indemnification section of this agreement, or if you become subject to insolvency or other similar legal proceedings, you will promptly send written notice to: Oracle Nederland B.V., Hertogswetering 163-167, P.O. Box 40387, 3504 AD Utrecht, The Netherlands, Attn. Director of Legal Affairs.

2. You may not assign this agreement or give or transfer the programs, the operating system, the integrated software and/or any services ordered or an interest in them to another individual or entity. If you grant a security interest in the programs, the operating system, the integrated software and/or any services deliverables, the secured party has no right to use or transfer the programs, the operating system, the integrated software and/or any services. The foregoing shall not be construed to limit the rights you may otherwise have with respect to the linux operating system, third party technology or separate works licensed under open source or similar license terms.
3. Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this agreement may be brought by either party more than two years after the cause of action has accrued.
4. You agree that you will keep accurate books and records in connection with the activities under this agreement and any applicable distribution addenda. Upon 45 days written notice, Oracle may audit your distribution of the programs, hardware, learning credits and services and any other activities under this agreement and any applicable distribution addenda. Any such audit shall not unreasonably interfere with your normal business operations. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information including but not limited to relevant books, records, agreements, servers, technical personnel, and order reporting systems. Upon Oracle's request, you will also provide to Oracle a system generated list of the Oracle program licenses, hardware, learning credits and/or services distributed to end users under this agreement during the time period specified by Oracle and any supporting documentation requested by Oracle pursuant to the terms of Section D (Order Terms) for the purposes of validating the completeness and accuracy of your obligations under this agreement and any applicable distribution addenda. You agree to pay within 30 days of written notification any fees applicable to your distribution of the programs, hardware, learning credits and/or services in excess of your rights and any underpaid fees. If you do not pay, Oracle can end your technical support, licenses, services, the validity of any learning credits, and this agreement and/or may choose not to accept your application to renew this agreement at such time of renewal. Upon Oracle's request, you agree to audit end user(s) and report the findings to Oracle, or assign your right to audit end user(s) to Oracle. You agree that Oracle shall not be responsible for any of your costs incurred in cooperating with this audit.

R. Force Majeure

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God, pandemic, electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 90 days, either of us may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for programs delivered or services and/or learning credits provided.

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The effective date of this Agreement shall be 21-NOV-14, 201 *[to be completed by Oracle]*

PARTNER: Prometheus Informatics B.V.

ORACLE ORACLE NEDERLAND B.V.

PARTNER ADDRESS: Landjuweel 28, Veenendaal,
3905 PG

PARTNER FAX NO.: 131 360542447

Authorized Signature:

Name: Bas Diepen

Title: A&C Director Benelux

Signature Date: 5-10-2014

Agreement No.:

Authorized Signature: Bas Diepen
Bas Diepen (Nov 14, 2014)

Name: Bas Diepen

Title: A&C Director Benelux

Signature Date: Nov 14, 2014

[to be completed by Oracle]

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AMENDMENT ONE
to the
ORACLE PARTNERNETWORK
ISV MASTER DISTRIBUTION AGREEMENT
between
Prometheus Informatics B.V.
and
Oracle Nederland B.V.
DATED 21-NOV-14

This document ("Amendment One") shall serve to amend the ORACLE PARTNERNETWORK ISV MASTER DISTRIBUTION AGREEMENT dated 21-NOV-14, and all amendments and addenda thereto ("the agreement"), between Prometheus Informatics B.V. ("you" and "your") and Oracle Nederland B.V. ("Oracle").

Amended Agreement Name:	ORACLE PARTNERNETWORK ISV MASTER DISTRIBUTION AGREEMENT (the "agreement")
Amended Agreement Number:	_____

Partner Name:	Prometheus Informatics B.V. ("PARTNER")
Partner Address:	Ptolemeusweg 52, Utrecht

The parties agree to amend the agreement as follows:

A. AMENDMENT DETAILS

1. Section G – “Term and End of Agreement”

Solely for the purpose of the application packages "MobCom Suite Standard", "MobCom Enterprise" and "MobComWorkgroup" distributed under the Embedded Software License Distribution Addendum to the Oracle PARTNERNETWORK ISV Master Distribution Agreement delete the second sentence of the first paragraph and replace with the following:

"The term of this agreement shall continue for 3 (three) years."

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B. ADDITIONAL TERMS

1. Order of Precedence

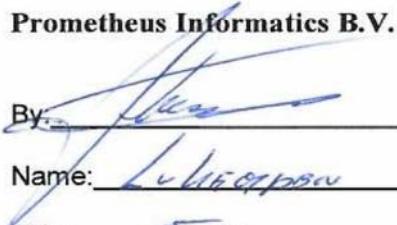
In the event of any inconsistencies between the agreement and this Amendment One, this Amendment One shall take precedence.

2. Other

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

This Amendment One is valid through 21-NOV-2014 and shall become binding upon execution by you and acceptance by Oracle.

Prometheus Informatics B.V.

By: 
Name: Bas Diepen
Title: CEO
Date 5-11-2014

Oracle Nederland B.V.

By: Bas Diepen
Bas Diepen (Nov 14, 2014)
Name: Bas Diepen
Title: A&C Director Benelux
Date Nov 14, 2014





EMBEDDED SOFTWARE LICENSE DISTRIBUTION ADDENDUM
to the
ORACLE PARTNERNETWORK
ISV MASTER DISTRIBUTION AGREEMENT
between
Prometheus Informatics B.V.
and
ORACLE Nederland B.V.

This Embedded Software License Distribution Addendum (the "addendum") is between Oracle Nederland BV ("Oracle") and Prometheus Informatics B.V. ("you") and shall be governed by the terms of the Oracle PartnerNetwork ISV Master Distribution Agreement between Oracle and you dated 21-NOV-14 (the "agreement") and the terms set forth below. Definitions used in the agreement shall have the same meaning under this addendum, unless expressly stated otherwise. If there is a direct conflict between a term of this addendum and a term of the agreement, the term of this addendum shall prevail.

1. Agreement Definitions

For purposes of this addendum, insert the following new definitions at the end of section A of the agreement, Agreement Definitions:

The term "application package" refers to your application program into which the programs are embedded, and that is distributed to an end user. You must complete a separate application package registration form for each application package.

The term "application program" refers to an application program or physical device developed by you and specified in the applicable application package registration form which is developed to run on the programs and complies with the following requirements: (1) the application program or physical device must be generally commercially available to commercial customers; (2) the application program or physical device must be accompanied by end user documentation; and (3) the application program or physical device must be commercially available to multiple end users and must not be intended for the exclusive use of a specific end user or group.

The term "distribution rights" refers to the right to distribute the programs to an end user embedded with the application package defined in an application package registration form in accordance with the terms of this addendum and the agreement.

The term "embedded" refers to the following requirements, with which the application package must comply:

- (i) The programs must be packaged, installed, and configured as an integrated component on the application program's product media or set of media. When loading the software, the application software must launch the programs silently. If the Oracle Universal Installer (OUI) is available as an installer for one or more of the programs then those programs must be installed by the OUI in silent mode. The application package must include pre-set configurations for the programs you are embedding. The end user must not be permitted to install or configure the programs separately and independently from the application package;
- (ii) The application program must be designed and developed by you to eliminate program administration tasks by the end user by including all program administration functions within the application program. You may not customize the application package for a single end user or a group of end users. All administration scripts including startup, shutdown, and backup are to be provided by you within the application program. The end user must not be permitted to access the programs directly but rather only through the application program;
- (iii) All information from the programs must be accessed by the end user either through prepackaged reports, or ad hoc reports that are developed by you, and included in the application package, which do not require or permit the

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end user to navigate the underlying data schema. If you include Oracle or third party reporting tools in the application package, such tools must be embedded in the application package pursuant to the terms of this agreement;

(iv) If the application package must interface with another application or database, the end user is not permitted to directly access the database or use Oracle-supplied APIs to establish the transfer of data. To transfer data, you must set up predefined APIs unique to the application package and management of the data transfer must be done through the application program;

(v) If you include Oracle or third party database tools in the application package, such tools must be embedded in the application package pursuant to the terms of this agreement. The end user may not be permitted to use such tools to access the programs directly, rather all access must be provided by you within the application program;

(vi) Program upgrades must be certified and distributed as a component of the application package and the end user shall be unable to upgrade the database or other Oracle program technology versions as a separate component;

(vii) As you deem necessary, you will provide customer service, support, and education for all program operations to the end user. If you discontinue providing customer service, support, or education for your application package to the end user, Oracle will not be obligated to provide ongoing service, support, or education to the end user. You will notify Oracle of your intention to discontinue any support services provided by you to the end user;

(viii) Only you can access the programs directly for purposes of technical assistance to your end user and such access is limited to providing technical assistance, including troubleshooting, problem resolution, and support assistance. You shall not provide remote or onsite program administration tasks on behalf of the end user that are otherwise prohibited under the terms of this agreement;

(ix) The embedded programs and the application program must be priced together on your standard price list and on the end user's invoice as the price of the application package, and must not be distributed separately; and

(x) The application program(s) described on the applicable application package registration form and with which the programs are embedded must not be distributed under any other Oracle distribution agreement.

The term "end user license agreement" refers to a legally binding written agreement as further described in Section 6 (License Agreement).

For the purposes of this addendum, the term "programs" refers to the software products owned or distributed by Oracle (including program documentation and any program updates acquired through technical support) that are set forth on the Oracle Embedded Product and Royalty Matrix and specified on the application package registration form. The term "programs" does not include any Oracle programs which are not included on the Oracle Embedded Product and Royalty Matrix. You may access the Oracle Embedded Product and Royalty Matrix at <http://partner.oracle.com> (log in, select Membership / Agreements & Policies).

2. Distribution Rights

Subject to the terms of the agreement, Oracle grants you a nonexclusive, nontransferable right to (a) duplicate the programs for which you have received a development license under an Oracle PartnerNetwork Agreement between you and Oracle and (b) distribute such programs to end users as part of the application package. The programs must be embedded with your application program and distributed with your application program and cannot be provided separately. Prior to distributing programs, you must obtain an order from the end user for the programs, which order and programs shall be subject to a valid end user license agreement. Each distributed embedded program must be used only for the internal business operations of the end user and must be used only in conjunction with the application package. Each distributed embedded program shall be subject to the terms of this addendum and the agreement and the terms provided in the end user license agreement. You may distribute the application package to yourself or your affiliated entities and you and any such entity shall be considered an end user under this addendum and the agreement provided that: (1) you comply with the requirements of Section 6 (License Agreement), and (2) you report such distribution in accordance with Section 5 (Reporting). You may not distribute the programs, learning credits, and/or services to end users that are public sector entities. The total fees paid to Oracle for distribution of the application package to you and any affiliated entities may not exceed 20% of the total fees paid to Oracle under this addendum. Oracle may disclose

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information about the rights granted to you pursuant to this addendum and the agreement to an Oracle Value Added Distributor ("Oracle VAD").

3. Trial Licenses

Oracle grants you a nonexclusive right for you and your distributors to distribute trial licenses of the application package to no more than 50 end users, at any one time, for the end users' own internal evaluation purposes (and not for development, prototype, training or technical support purposes) pursuant to section 6 (License Agreement) below. Trial licenses shall be for 30 days and shall be subject to the terms of this addendum and the agreement and the terms provided in the order. If your end users want to use a trial license for more than 30 days, then they must obtain an appropriate license and pay the appropriate fees. You must pay Oracle a fee for any trial licenses that you distribute that extend for more than 30 days. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or any warranties for these programs.

4. Distributors

You may appoint distributors to distribute the programs embedded with your application package as provided under the terms of this addendum and the agreement. Distributors have no right to make copies of the programs and shall obtain all programs from you. Each distributor must be subject to a legally binding written agreement between you and the distributor that (a) grants the rights for the distributor to distribute the application package to end users, (b) contains or incorporates provisions which are equivalent to the terms of this addendum and the agreement, and (c) permits you to audit your distributors' activities under such agreement and report such activities to Oracle or assign your right to audit the distributors' activities to Oracle. In addition, the agreement with your distributors shall require the distributors to distribute the application package subject to terms that are consistent with the terms of this addendum and the agreement. Any distribution of the application package by your distributors shall be subject to an end user license agreement between you and the end user as set forth in Section 6 (License Agreement) of this agreement. You shall keep executed distributor agreements for Oracle to inspect upon request. You agree to conduct appropriate due diligence to ensure the compliance of your distributors with all laws applicable to ethical business practices, the guidance for which can be found in section M of the agreement and in the Oracle Partner Code of Conduct and Business Ethics. You shall defend and indemnify Oracle from all claims and for all damages arising out of the activities of your distributors.

You shall be financially responsible for all claims and damages to Oracle caused by your failure to include the required contractual terms set forth above in each agreement between you and a distributor. You agree to inform Oracle promptly if you are aware of any breach of a distributor agreement. You agree to enforce the terms of a distributor agreement between you and a distributor if Oracle requests you to do so to protect its interest, or, at Oracle's request, to assign to Oracle or its designee the right to enforce such agreement.

5. Reporting

In connection with your distribution activities under this addendum and the agreement, you shall submit monthly reports for programs distributed with the application package to Oracle in accordance with the Partner Ordering Policy. You should review the Partner Ordering Policy prior to submitting a report. Your monthly report must be complete when submitted to Oracle and may not (a) require any concessions (including requiring Oracle to perform any obligations or to incur any liability not set forth in your monthly report or this addendum and the agreement) or (b) be changed after it is submitted to Oracle.

6. License Agreement

It is your responsibility to ensure that any distribution of the programs and/or services to an end user is subject to a legally binding end user license agreement. The end user license agreement must, at a minimum:

- (1) limit the use of the programs to the legal entity that executed the end user license agreement.
- (2) restrict use of the programs to the scope of the application package and to the internal business operations of the end user. You may allow your end users to permit agents or contractors (including, without limitation, outsourcers) to use the application package on the applicable end user's behalf for the end user's internal business operations as described above, subject to the terms of the end user license agreement. For an application package that includes programs that are specifically designed to facilitate interactions between the end user and the end user's customers and suppliers, you may allow the end user to permit its customers and suppliers to use the application package in furtherance of such interactions subject to the end user license agreement. The end user license agreement shall require the end user to be responsible for its agent's, contractor's, outsourcer's, customer's and supplier's use of the application package and compliance with the end

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A&C Director Benelux



- user license agreement.
- (3) state that Oracle or its licensor retains all ownership and intellectual property rights to the programs.
 - (4) prohibit (a) the transfer of the programs except for temporary transfer in the event of computer malfunction if the application package embeds the programs in a physical device and (b) the end user from assigning, giving, or transferring the programs and/or any services ordered or an interest in them to another individual or entity (in the event the end user grants a security interest in the programs and/or any services, the secured party has no right to use or transfer the programs and/or any services).
 - (5) prohibit (a) use of the programs for rental, timesharing, subscription service, hosting, or outsourcing; (b) the removal or modification of any program markings or any notice of Oracle's or its licensors' proprietary rights; (c) the end user from making the programs available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license); and (d) title to the programs from passing to the end user or any other party.
 - (6) prohibit the reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs) and prohibit duplication of the programs except for a sufficient number of copies of each program for the end user's licensed use and one copy of each program media.
 - (7) disclaim, to the extent permitted by applicable law, Oracle's liability for (a) any damages, whether direct, indirect, incidental, special, punitive or consequential, and (b) any loss of profits, revenue, data or data use, arising from the use of the programs.
 - (8) require the end user, at the termination of the agreement, to discontinue use and destroy or return to you all copies of the programs and documentation.
 - (9) prohibit publication of any results of benchmark tests run on the programs.
 - (10) require the end user to comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the programs, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.
 - (11) notify the end user that the programs are subject to a restricted license and can only be used in conjunction with the application package and that the end user is not permitted to modify the programs.
 - (12) not require Oracle to perform any obligations or incur any liability not previously agreed to between you and Oracle.
 - (13) permit you to audit your end user's use of the programs, require the end user to provide reasonable assistance and access to information in the course of such audit and permit you to report the audit results to Oracle or to assign your right to audit the end user's use of the programs to Oracle. Where you assign your right to audit to Oracle then Oracle shall not be responsible for any of your or the end user's costs incurred in cooperating with the audit.
 - (14) designate Oracle as a third party beneficiary of the end user license agreement
 - (15) inform the end user that some programs may include source code that Oracle may provide as part of its standard shipment of such programs, which source code shall be governed by the terms of the end user license agreement.
 - (16) state that third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the application package documentation or as otherwise notified by you and that such third party technology is licensed to the end user only for use with the application package under the terms of the third party license agreement specified in the application package documentation or as otherwise notified by you and not under the terms of the end user license agreement.

You shall be financially responsible for all claims and damages to Oracle caused by your failure to include the required contractual terms set forth above in each end user license agreement between you and an end user. Oracle is a third party beneficiary of any end user license agreement between you and the end user, but does not assume any of your obligations thereunder, and you agree that you will not enter into any end user license agreement that excludes Oracle as a third party beneficiary.

You agree to inform Oracle promptly if you are aware of any breach of an end user license agreement. You agree to enforce the terms of an end user license agreement between you and an end user if Oracle requests you to do so to protect its interest, or, at Oracle's request, to assign to Oracle or its designee the right to enforce such agreement.

7. Fees and Taxes

You may place an order or submit a monthly report for programs and/or services with Oracle. You agree to pay Oracle a

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fee for each order placed for programs and/or services ordered and/or distributed under this addendum and the agreement, as specified in the applicable order with Oracle and/or report. You also agree to pay Oracle a fee for every application package with which the programs are embedded regardless of an end users prior possession or pre-existing license of these programs unless you are shipping only an updated version of the application package as part of your technical support service for which you are paying technical support fees to Oracle as specified herein. At your option, fees payable to Oracle for programs distributed to end users with the application package will be equal to either (a) the applicable license fee for each individual program based on the Oracle Embedded Product and Royalty Matrix in effect at the time you issue a quote or (b) the percentage shown in Oracle's Embedded Product and Royalty Matrix of the applicable standard license fee for the application package based on your standard commercial price list in effect at the time you issue a quote, incorporated in this addendum and the agreement, and such fees owed to Oracle will not take into account any discounts you have offered to your end users.

In addition, with regard to fees for technical support you provide to end users for perpetual or term licenses of the programs, you agree to pay Oracle a technical support fee as set forth in the Oracle Embedded Product and Royalty Matrix. Technical support may be available to the end user on the date you ship the application package, or the date you distribute the application package to the end user, if shipment is not required. If technical support is provided by you to an end user, you must pay technical support fees to Oracle and the term for which you must pay fees to Oracle for such technical support shall begin on the last day of the month in which the application package is shipped, or distributed if shipment is not required, and if renewed, on that date in each subsequent year thereafter. If the end user does not continuously maintain technical support for the application package, you will be required to pay reinstatement fees to Oracle in accordance with Oracle's current technical support policies if the end user wants to reinstate technical support. Fees for technical support are due and payable annually in advance.

You must select one of the above fee options for each application package by completing the Application Package Registration Form attached hereto and your selection will be in effect for the term of this addendum. If you select option (a), to view the Oracle Embedded Product and Royalty Matrix, you must log into the OPN web site at <http://partner.oracle.com> (log in, select Membership / Agreements & Policies). It is your responsibility to access the Oracle Embedded Product and Royalty Matrix to obtain current information. If you select option (a), and Oracle's Embedded Product and Royalty Matrix changes after you issue a valid written quote for program licenses to an end user, then, for 90 days after the date you submit the quote to the end user, the fee applicable to the programs identified in the quote shall be based on the Oracle Embedded Product and Royalty Matrix in effect on the date you submitted the quote to the end user. If you select option (b), you will provide Oracle with a copy of your current standard commercial application package price list at least twice a year so that Oracle may verify the fees due and payable to Oracle.

Except as provided herein, all fees payable to Oracle (including fees for annual technical support which you provide to end users) are due within 20 days of the last day of the month in which the application package is distributed to the end user. If you submit a purchase order to Oracle, fees payable under such purchase order are due within 30 days of the date of the purchase order.

8. Warranties, Disclaimers and Exclusive Remedies

Oracle warrants to you that a program will operate in all material respects as described in the applicable program documentation for one year from delivery (i.e. via physical shipment or electronic download) to the end user. You must notify Oracle of any program warranty deficiency within one year from such delivery. Oracle also warrants that services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies within 90 days from performance of the defective services described in the order with Oracle.

ORACLE DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS.

FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES PAID TO ORACLE FOR THE PROGRAM LICENSE AND ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE PROGRAM LICENSE; OR (B) THE REPERFORMANCE OF THE DEFICIENT SERVICES; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU

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MAY END THOSE SERVICES AND RECOVER THE FEES PAID TO ORACLE FOR THOSE SERVICES.

TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. End User Technical Support

You are responsible for providing all technical support services and updates to distributors and end users. Any technical support questions Oracle receives from end users will be referred to you. You shall have the right to provide technical support for the programs to end users, including you or your affiliated entities if you have distributed the application package to you or such entities, provided (a) that you continually maintain your membership in the Oracle PartnerNetwork and maintain annual technical support for the development licenses that you acquire pursuant to your Oracle PartnerNetwork Agreement with Oracle and (b) subject to your payment to Oracle of the applicable annual fees for end user technical support set forth in Section 7 (Fees and Taxes) above. If you contract to provide or provide technical support services to an end user for an application package, including but not limited to providing any updates to the programs, then you must report such services to Oracle in accordance with Section 5 (Reporting) above and pay the applicable end user technical support fee. Technical support is effective upon shipment or delivery by you to the end user, or if shipment or delivery is not required, upon the effective date of the order with Oracle, unless otherwise stated in your order with Oracle. If your order was placed through the Oracle Store or other online ordering system, the effective date is the date your order was accepted by Oracle.

Upon expiration of this addendum and/or the agreement, you may continue to provide technical support to end users provided that (a) this addendum and/or the agreement was not terminated due to your breach of a material term of this addendum or the agreement; (b) you continuously maintain your membership in the Oracle PartnerNetwork and thereby maintain technical support for the development licenses that you acquired pursuant to your Oracle PartnerNetwork Agreement with Oracle; and (c) you pay all applicable fees and comply with the reporting requirements set forth in this addendum and/or the agreement. After expiration of this addendum and/or the agreement, renewal fees for end user technical support shall be invoiced by Oracle annually in advance. Fees for technical support shall be due and payable in advance thirty (30) days from date of invoice.

Annual technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated in this addendum and/or the agreement, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported program licenses during the period for which fees for technical support have been paid. You should review the policies prior to entering into the order for the applicable services. You may access the current version of the technical support policies at <http://partner.oracle.com> (log in, select Membership / Agreements & Policies).

You or your distributor will be responsible for any assistance needed to install the application package at end user sites. In addition to technical support (as discussed above), you are responsible for providing all training and consultations to distributors and end users and any related questions Oracle receives from end users will be referred to you.

10. Term and End of Agreement

This addendum shall begin on the effective date specified herein unless you accept the terms of this addendum online, in which case the effective date shall be as set forth in an email from Oracle confirming Oracle's acceptance of this addendum. The term of this addendum shall expire when the agreement expires or is terminated.

The effective date of this Addendum shall be 21-NOV-14, 201 [to be completed by Oracle]

Bas Diepen

E-signed 2014-11-14 12:15PM GMT+1

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A&C Director Benelux



PARTNER: Prometheus Informatics B.V. ORACLE NEDERLAND B.V.

PARTNER ADDRESS: Landjuweel 28, Veenendaal,
3905 PG

PARTNER FAX NO.: 731 318542442

Authorized Signature: 

Name: Bas Diepen

Title: CTO

Signature Date: 5-11-2014

Agreement No.:

Bas Diepen
Bas Diepen (Nov 14, 2014)

Authorized Signature:

Name: Bas Diepen

Title: A&C Director Benelux

Signature Date: Nov 14, 2014

[to be completed by Oracle]

NL-OPN-MA-ISV-ESL-10047372-21-NOV-2014

ISV Master ESL Addendum_ Prometheus

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A&C Director Benelux



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EMBEDDED SOFTWARE LICENSE APPLICATION PACKAGE REGISTRATION FORM

This registration form must be completed in its entirety by you. Any distribution rights granted will be limited to the application package detailed on this form and may not be combined with any additional functionality or additional application programs outside the scope of the application package as described below. A separate registration form is required for each application package that is functionally unique. Additional information on Oracle's Embedded Software Licenses can be found on the Oracle PartnerNetwork website at <http://partner.oracle.com>.

Once the registration form is complete and signed by you and Oracle, it will be attached to either (please mark the applicable executed document):

- Embedded Software License Distribution Agreement signed by you and Oracle; or
 Embedded Software License Distribution Addendum to the ISV Master Distribution Agreement signed by you and Oracle.

Whichever of the foregoing executed documents has been marked as the applicable document is the "agreement" governing this registration form. This registration form shall be in effect until the termination or expiration of the agreement unless a shorter term is provided for herein.

A. Partner Information

Date Submitted:	
Effective Date:	21-NOV-14
Application Packages covered under agreement	1 of

Partner (Company) Name:	Prometheus Informatics B.V.	Partner Contact Name:	Leon van Kempen
Partner Address:	Landjuweel 28, Veenendaal, 3905 PG	Partner Contact Title:	Technical Director
OPN Membership Level:	Gold	Partner Phone Number:	+31 6 51 00 62 92
ESL Distribution Status: (Initial registration, renewal, or update)	initial registration	Partner Contact Email Address:	leon.van.kempen@prometheus.nl

B. Oracle Programs

Oracle Programs to be Embedded (Please enter the name of each Oracle program included in the application package distributed to end users. Please refer to the Oracle Embedded Product and Royalty Matrix and ensure you enter the correct program name in its entirety. Please refer to the Oracle Technology global price list or the Oracle MySQL global price list for product dependencies.):			
Licensing Metric	Oracle Programs	Licensing Metric	Oracle Programs
Non-standard	Oracle Database Standard Edition One		

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A&C Director Benelux



C. Other Contracts

Please provide details of other existing contracts between you and Oracle for this application package:		
Full Use Distribution	Contract Name / APRF ID	Effective Dates to
Application Specific Full Use Distribution	Contract Name / APRF ID	Effective Dates to
	Contract Name / APRF ID	Effective Dates to
	Contract Name / APRF ID	Effective Dates to
	Contract Name / APRF ID	Effective Dates to
	Contract Name / APRF ID	Effective Dates to

D. Fees

Please mark, as applicable, ONE of the following Fee categories (this fee will be in effect for the term of this agreement):	
<input type="checkbox"/>	20% of the applicable license fee for each program based on the most current Oracle Embedded Product and Royalty Matrix
<input type="checkbox"/>	The royalty rate percentage shown in the Oracle Embedded Product and Royalty Matrix of the partner's list price based on the Partner's most current price list
<input checked="" type="checkbox"/>	each Prepaid License will be equal to 5% of the applicable standard license fee for the application package(s) based on your standard commercial price list in effect at the time you issue a quote or based on the attached price list to this Prepaid Royalty Addendum (Exhibit A – Partner Price List), which ever higher

E. Third Party Software/Hardware Information

Third Party Software/Hardware Information (Please mention details of any third party software/hardware that are packaged as a part of or offered as an option with the application package.)			
Name of the third party product / tool (As known in the market)	Vendor Name	Are these products "Embedded" OR are they offered as an "Additional Option" to the application package?	Explain the role, function and specification (if hardware) of the third party product or tool in the overall functioning of the application package

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F. Application Overview

Application Information (please provide the information requested below):		
1	Name and the last version (if any) of application package:	MobCom Suite Standard
2	Technical description of the application or device (please provide as much detail as possible):	ERP/Data Communication for transport market
3	Business functions and objectives of the application package (please provide as much detail as possible):	Data Communication, dispatching, order entry, analysis
4	Are the Oracle programs embedded in a physical device, on an appliance, or pre-installed on a server? <i>(If yes, please elaborate on the hardware configuration.)</i>	No
5	Is this application comprised of separate application modules or components that are offered separately to end users? <i>(If yes, list all such modules. Also explain if these modules need individual Oracle program instance(s) to function.)</i>	No
6	How does the application interact with or use the embedded Oracle programs?	Oracle Database Standard Edition One is used to collect and manage application data.
7	How often do you plan to release an upgrade of your application package? (Time frame in months)	Every 6 months
8	Target geographical markets:	worldwide
9	Target industries (industry SIC codes, if available):	Trucking companies, public transportation, LSP's
10	If renewing the agreement or updating the APRF for this application package, please highlight any changes in your application package since the last agreement or APRF was signed:	N/a

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G. Application Package Details

Application Package Details (please answer yes or no to the questions below and provide a detailed explanation in the space provided):			
	Package specific questions:	Y/N	Please explain:
1	<p>Are the Oracle programs configured as an integrated component on the application program's product media or integrated as an inseparable element (if delivered via electronic delivery/downloads) prior to being packaged/delivered and installed?</p> <p>Please explain how the application package will be delivered to the end user.</p>	Y	The database is configured and packaged as an integrated component of the Prometheus application. Prometheus staff delivers the complete application via a turn-key project to end customers. Oracle database is installed in silent mode.
2	<p>Can an end user install the Oracle programs independently from the application package?</p> <p>Please explain how installation of the application package is performed. An installation manual for your application package may be required for review.)</p>	N	Oracle database is installed in silent mode. The application is installed by Prometheus staff via turn-key implementation.
3	<p>Would you pre-install the application package including embedded Oracle programs on a hardware device (appliance) or on a physical server before shipping to an end-customer?</p> <p>Please describe the installation/manufacturing steps of the appliance server bundle concerning Oracle programs.</p>	N	
4	<p>Do you provide resources (consultants or service personnel) to install the application package at the end user?</p> <p>If yes, please explain how the installation procedures are different from standard Oracle install processes.</p>	Y	The application is installed by Prometheus staff via turn-key implementation.
5	<p>Do you intend to offer multi-node/clustered architecture for your application package? (Typically involving, but not limited to, Oracle programs such as Real Application Clusters, Active DataGuard, Coherence, WebLogic Cluster, etc.).</p> <p>If yes, please elaborate how the installation and configuration of each node in the cluster is accomplished for your application package.</p>	N	
6	<p>Do you plan to distribute more than one edition of any Oracle programs or do you plan to offer more than one pre-set program configuration of the application package?</p> <p>If yes, please explain and list the different configurations (i.e., SKUs) and confirm that each configuration is generally available to all customers.</p>	N	
7	<p>Can the end user configure the Oracle programs outside the installation process?</p> <p>If yes, please describe how this is accomplished?</p>	N	The end users cannot access the oracle programs directly
8	Does the application program that is designed and developed by you eliminate program administration tasks by the end user by including all program administration functions within the application program?	Y	User and rights management is part of the application.

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	Please describe how the end user will manage ongoing program management (backup/recover, space management, user management)?		Database space/resource management is automated. Backup is initiated by the application
9	Are there any instances where the end user will need to access the programs directly? If yes, please explain the situations in detail.	N	
10	Do you provide customization outside the prepackaged reports, or ad hoc reports that are developed by you and included in the application package, which do not require or permit the end user to navigate the underlying data or logical schema? If yes, please explain.	N	
11	If the application must interface with another application or database, please explain how the end user will manage the transfer of data. Please explain (are there predefined APIs to transfer data in the application package and management of the data transfer must be done through the application program).	Y	Data is exchanged via standard APIs of the application (XML).
12	If you are embedding any Oracle Fusion Middleware (FMW) products, will you or the end user develop or deploy any customized web pages, workflows or software components that are not included in the application package? If yes, please explain.	N	
13	Is the end user permitted to upgrade or update the Oracle program versions as a separate component to the application package?	N	
14	Do you provide technical support on the application package or device to your end users? If no, please explain.	Y	We provide application support. Training for Oracle programs is not required, because the database runs embedded.
15	Are you providing support and/or customer service for all embedded Oracle programs to the end user? If no, please explain.	Y	We provide application support.
16	Are you providing any administrative services (on-site or remote) for day-to-day maintenance and administration of the application package on behalf of the end user? If yes, please explain.	N	
17	Does the end user require any consulting services to implement the application package? If yes, please explain the maximum scope of any consulting engagement and who provides the services.	N	
18	Do you have distributors to distribute your application package? If yes, please explicitly state whether your distributors need to make their own copies of the application package in order to distribute it?	N	

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PARTNER: Prometheus Informatics
B.V.

PARTNER ADDRESS: Landjuweel 28,
Veenendaal, 3905 PG

PARTNER FAX NO.: +31 318572442

Authorized Signature:
Name: J. Diepen
Title: CTO

Signature Date: 5-11-2014

Agreement No.:

Oracle Nederland BV

Bas Diepen
Bas Diepen (Nov 14, 2014)

Authorized Signature:

Name: Bas Diepen
Title: A&C Director Benelux

Signature Date: Nov 14, 2014

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EMBEDDED SOFTWARE LICENSE APPLICATION PACKAGE REGISTRATION FORM

This registration form must be completed in its entirety by you. Any distribution rights granted will be limited to the application package detailed on this form and may not be combined with any additional functionality or additional application programs outside the scope of the application package as described below. A separate registration form is required for each application package that is functionally unique. Additional information on Oracle's Embedded Software Licenses can be found on the Oracle PartnerNetwork website at <http://partner.oracle.com>.

Once the registration form is complete and signed by you and Oracle, it will be attached to either (please mark the applicable executed document):

- Embedded Software License Distribution Agreement signed by you and Oracle; or
 Embedded Software License Distribution Addendum to the ISV Master Distribution Agreement signed by you and Oracle.

Whichever of the foregoing executed documents has been marked as the applicable document is the "agreement" governing this registration form. This registration form shall be in effect until the termination or expiration of the agreement unless a shorter term is provided for herein.

A. Partner Information

Date Submitted:	
Effective Date:	21-NOV-14
Application Packages covered under agreement	1 of

Partner (Company) Name:	Prometheus Informatics B.V.	Partner Contact Name:	Leon van Kempen
Partner Address:	Landjuweel 28, Veenendaal, 3905 PG	Partner Contact Title:	Technical Director
OPN Membership Level:	Gold	Partner Phone Number:	+31 6 51 00 62 92
ESL Distribution Status: (Initial registration, renewal, or update)	initial registration	Partner Contact Email Address:	leon.van.kempen@prometheus.nl

B. Oracle Programs

Oracle Programs to be Embedded (Please enter the name of each Oracle program included in the application package distributed to end users. Please refer to the Oracle Embedded Product and Royalty Matrix and ensure you enter the correct program name in its entirety. Please refer to the Oracle Technology global price list or the Oracle MySQL global price list for product dependencies.):			
Licensing Metric	Oracle Programs	Licensing Metric	Oracle Programs
Non-standard	Oracle Database Enterprise Edition		
Non-standard	Active Data Guard		

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C. Other Contracts

Please provide details of other existing contracts between you and Oracle for this application package:		
Full Use Distribution	Contract Name / APRF ID	Effective Dates to
Application Specific Full Use Distribution	Contract Name / APRF ID	Effective Dates to
	Contract Name / APRF ID	Effective Dates to
	Contract Name / APRF ID	Effective Dates to
	Contract Name / APRF ID	Effective Dates to
	Contract Name / APRF ID	Effective Dates to

D. Fees

Please mark, as applicable, ONE of the following Fee categories (this fee will be in effect for the term of this agreement):	
<input type="checkbox"/>	20% of the applicable license fee for each program based on the most current Oracle Embedded Product and Royalty Matrix
<input type="checkbox"/>	The royalty rate percentage shown in the Oracle Embedded Product and Royalty Matrix of the partner's list price based on the Partner's most current price list
<input checked="" type="checkbox"/>	license fee payable for each Prepaid License will be equal to 10% of the applicable standard license fee for the application package(s) based on your standard commercial price list in effect at the time you issue a quote or based on the attached price list to this Prepaid Royalty Addendum (Exhibit A – Partner Price List), which ever higher

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E. Third Party Software/Hardware Information

Third Party Software/Hardware Information (Please mention details of any third party software/hardware that are packaged as a part of or offered as an option with the application package.)			
Name of the third party product / tool <i>(As known in the market)</i>	Vendor Name	Are these products "Embedded" OR are they offered as an "Additional Option" to the application package?	Explain the role, function and specification (if hardware) of the third party product or tool in the overall functioning of the application package

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F. Application Overview

Application Information (please provide the information requested below):		
1	Name and the last version (if any) of application package:	MobCom Enterprise
2	Technical description of the application or device (please provide as much detail as possible):	ERP/Data Communication for transport market
3	Business functions and objectives of the application package (please provide as much detail as possible):	Data Communication, dispatching, order entry, analysis
4	Are the Oracle programs embedded in a physical device, on an appliance, or pre-installed on a server? (If yes, please elaborate on the hardware configuration.)	No
5	Is this application comprised of separate application modules or components that are offered separately to end users? (If yes, list all such modules. Also explain if these modules need individual Oracle program instance(s) to function.)	No
6	How does the application interact with or use the embedded Oracle programs?	Oracle Database Enterprise Edition is used to collect and manage application data. Active dataguard is used to provide high availability of the application
7	How often do you plan to release an upgrade of your application package? (Time frame in months)	Every 6 months
8	Target geographical markets:	worldwide
9	Target industries (industry SIC codes, if available):	Trucking companies, public transportation, LSP's
10	If renewing the agreement or updating the APRF for this application package, please highlight any changes in your application package since the last agreement or APRF was signed:	N/a

G. Application Package Details

Application Package Details (please answer yes or no to the questions below and provide a detailed explanation in the space provided):			
	Package specific questions:	Y/N	Please explain:
1	Are the Oracle programs configured as an integrated component on the application program's product media or integrated as an inseparable element (if delivered via electronic delivery/downloads) prior to being packaged/delivered and installed? Please explain how the application package will be delivered to the end user.	Y	The database is configured and packaged as an integrated component of the Prometheus application. Prometheus staff delivers the

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			complete application via a turn-key project to end customers. Oracle database is installed in silent mode.
2	<p>Can an end user install the Oracle programs independently from the application package?</p> <p>Please explain how installation of the application package is performed. An installation manual for your application package may be required for review.)</p>	N	Oracle database is installed in silent mode. The application is installed by Prometheus staff via turn-key implementation.
3	<p>Would you pre-install the application package including embedded Oracle programs on a hardware device (appliance) or on a physical server before shipping to an end-customer?</p> <p>Please describe the installation/manufacturing steps of the appliance server bundle concerning Oracle programs.</p>	N	
4	<p>Do you provide resources (consultants or service personnel) to install the application package at the end user?</p> <p>If yes, please explain how the installation procedures are different from standard Oracle install processes.</p>	Y	The application is installed by Prometheus staff via turn-key implementation.
5	<p>Do you intend to offer multi-node/clustered architecture for your application package? (Typically involving, but not limited to, Oracle programs such as Real Application Clusters, Active DataGuard, Coherence, WebLogic Cluster, etc.).</p> <p>If yes, please elaborate how the installation and configuration of each node in the cluster is accomplished for your application package.</p>	N	
6	<p>Do you plan to distribute more than one edition of any Oracle programs or do you plan to offer more than one pre-set program configuration of the application package?</p> <p>If yes, please explain and list the different configurations (i.e., SKUs) and confirm that each configuration is generally available to all customers.</p>	N	
7	<p>Can the end user configure the Oracle programs outside the installation process?</p> <p>If yes, please describe how this is accomplished?</p>	N	The end users cannot access the oracle programs directly
8	<p>Does the application program that is designed and developed by you eliminate program administration tasks by the end user by including all program administration functions within the application program?</p> <p>Please describe how the end user will manage ongoing program management (backup/recover, space management, user management)?</p>	Y	User and rights management is part of the application. Database space/resource management is automated. Backup is initiated by the application
9	<p>Are there any instances where the end user will need to access the programs directly?</p> <p>If yes, please explain the situations in detail.</p>	N	
10	<p>Do you provide customization outside the prepackaged reports, or ad hoc reports that are developed by you and included in the application package, which do not require or permit the end user to navigate the underlying data or logical schema?</p>	N	

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	If yes, please explain.		
11	If the application must interface with another application or database, please explain how the end user will manage the transfer of data. Please explain (are there predefined APIs to transfer data in the application package and management of the data transfer must be done through the application program).	Y	Data is exchanged via standard APIs of the application (XML).
12	If you are embedding any Oracle Fusion Middleware (FMW) products, will you or the end user develop or deploy any customized web pages, workflows or software components that are not included in the application package? If yes, please explain.	N	
13	Is the end user permitted to upgrade or update the Oracle program versions as a separate component to the application package?	N	
14	Do you provide technical support on the application package or device to your end users? If no, please explain.	Y	We provide application support. Training for Oracle programs is not required, because the database runs embedded.
15	Are you providing support and/or customer service for all embedded Oracle programs to the end user? If no, please explain.	Y	We provide application support.
16	Are you providing any administrative services (on-site or remote) for day-to-day maintenance and administration of the application package on behalf of the end user? If yes, please explain.	N	
17	Does the end user require any consulting services to implement the application package? If yes, please explain the maximum scope of any consulting engagement and who provides the services.	N	
18	Do you have distributors to distribute your application package? If yes, please explicitly state whether your distributors need to make their own copies of the application package in order to distribute it?	N	

PARTNER: Prometheus Informatics
B.V.

Oracle Nederland BV

PARTNER ADDRESS: Landjuweel 28,
Veenendaal, 3905 PG

Bas Diepen
Bas Diepen (Nov 14, 2014)

PARTNER FAX NO.: 731318542797

Authorized Signature:

Authorized Signature:

Name: J. Diepen

Name: Bas Diepen

Title: CTO

Title: A&C Director Benelux

Signature Date: 5-11-2014

Signature Date: Nov 14, 2014

Agreement No.: [to be completed by Oracle]

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EMBEDDED SOFTWARE LICENSE APPLICATION PACKAGE REGISTRATION FORM

This registration form must be completed in its entirety by you. Any distribution rights granted will be limited to the application package detailed on this form and may not be combined with any additional functionality or additional application programs outside the scope of the application package as described below. A separate registration form is required for each application package that is functionally unique. Additional information on Oracle's Embedded Software Licenses can be found on the Oracle PartnerNetwork website at <http://partner.oracle.com>.

Once the registration form is complete and signed by you and Oracle, it will be attached to either (please mark the applicable executed document):

- Embedded Software License Distribution Agreement signed by you and Oracle; or
 Embedded Software License Distribution Addendum to the ISV Master Distribution Agreement signed by you and Oracle.

Whichever of the foregoing executed documents has been marked as the applicable document is the "agreement" governing this registration form. This registration form shall be in effect until the termination or expiration of the agreement unless a shorter term is provided for herein.

A. Partner Information

Date Submitted:	
Effective Date:	21-NOV-14
Application Packages covered under agreement	1 of

Partner (Company) Name:	Prometheus Informatics B.V.	Partner Contact Name:	Leon van Kempen
Partner Address:	Landjuweel 28, Veenendaal, 3905 PG	Partner Contact Title:	Technical Director
OPN Membership Level:	Gold	Partner Phone Number:	+31 6 51 00 62 92
ESL Distribution Status: (Initial registration, renewal, or update)	initial registration	Partner Contact Email Address:	leon.van.kempen@prometheus.nl

B. Oracle Programs

Oracle Programs to be Embedded (Please enter the name of each Oracle program included in the application package distributed to end users. Please refer to the Oracle Embedded Product and Royalty Matrix and ensure you enter the correct program name in its entirety. Please refer to the Oracle Technology global price list or the Oracle MySQL global price list for product dependencies.):

Licensing Metric	Oracle Programs	Licensing Metric	Oracle Programs
Non-standard	Oracle Database Enterprise Edition		
Non-standard	Active Data Guard		

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C. Other Contracts

Please provide details of other existing contracts between you and Oracle for this application package:		
Full Use Distribution	Contract Name / APRF ID	Effective Dates to
Application Specific Full Use Distribution	Contract Name / APRF ID	Effective Dates to
	Contract Name / APRF ID	Effective Dates to
	Contract Name / APRF ID	Effective Dates to
	Contract Name / APRF ID	Effective Dates to
	Contract Name / APRF ID	Effective Dates to

D. Fees

Please mark, as applicable, ONE of the following Fee categories (this fee will be in effect for the term of this agreement):	
<input type="checkbox"/>	20% of the applicable license fee for each program based on the most current Oracle Embedded Product and Royalty Matrix
<input type="checkbox"/>	The royalty rate percentage shown in the Oracle Embedded Product and Royalty Matrix of the partner's list price based on the Partner's most current price list
<input checked="" type="checkbox"/>	license fee payable for each Prepaid License will be equal to 10% of the applicable standard license fee for the application package(s) based on your standard commercial price list in effect at the time you issue a quote or based on the attached price list to this Prepaid Royalty Addendum (Exhibit A – Partner Price List), which ever higher

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E. Third Party Software/Hardware Information

Third Party Software/Hardware Information (Please mention details of any third party software/hardware that are packaged as a part of or offered as an option with the application package.)

Name of the third party product / tool <i>(As known in the market)</i>	Vendor Name	Are these products "Embedded" OR are they offered as an "Additional Option" to the application package?	Explain the role, function and specification (if hardware) of the third party product or tool in the overall functioning of the application package

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F. Application Overview

Application Information (please provide the information requested below):	
1	Name and the last version (if any) of application package:
2	Technical description of the application or device (please provide as much detail as possible):
3	Business functions and objectives of the application package (please provide as much detail as possible):
4	Are the Oracle programs embedded in a physical device, on an appliance, or pre-installed on a server? <i>(If yes, please elaborate on the hardware configuration.)</i>
5	Is this application comprised of separate application modules or components that are offered separately to end users? <i>(If yes, list all such modules. Also explain if these modules need individual Oracle program instance(s) to function.)</i>
6	How does the application interact with or use the embedded Oracle programs?
7	How often do you plan to release an upgrade of your application package? (Time frame in months)
8	Target geographical markets:
9	Target industries (industry SIC codes, if available):
10	If renewing the agreement or updating the APRF for this application package, please highlight any changes in your application package since the last agreement or APRF was signed:

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G. Application Package Details

	Application Package Details (please answer yes or no to the questions below and provide a detailed explanation in the space provided):		
	Package specific questions:	Y/N	Please explain:
1	<p>Are the Oracle programs configured as an integrated component on the application program's product media or integrated as an inseparable element (if delivered via electronic delivery/downloads) prior to being packaged/delivered and installed?</p> <p>Please explain how the application package will be delivered to the end user.</p>	Y	The database is configured and packaged as an integrated component of the Prometheus application. Prometheus staff delivers the complete application via a turn-key project to end customers. Oracle database is installed in silent mode.
2	<p>Can an end user install the Oracle programs independently from the application package?</p> <p>Please explain how installation of the application package is performed. An installation manual for your application package may be required for review.)</p>	N	Oracle database is installed in silent mode. The application is installed by Prometheus staff via turn-key implementation.
3	<p>Would you pre-install the application package including embedded Oracle programs on a hardware device (appliance) or on a physical server before shipping to an end-customer?</p> <p>Please describe the installation/manufacturing steps of the appliance server bundle concerning Oracle programs.</p>	N	
4	<p>Do you provide resources (consultants or service personnel) to install the application package at the end user?</p> <p>If yes, please explain how the installation procedures are different from standard Oracle install processes.</p>	Y	The application is installed by Prometheus staff via turn-key implementation.
5	<p>Do you intend to offer multi-node/clustered architecture for your application package? (Typically involving, but not limited to, Oracle programs such as Real Application Clusters, Active DataGuard, Coherence, WebLogic Cluster, etc.).</p> <p>If yes, please elaborate how the installation and configuration of each node in the cluster is accomplished for your application package.</p>	N	
6	<p>Do you plan to distribute more than one edition of any Oracle programs or do you plan to offer more than one pre-set program configuration of the application package?</p> <p>If yes, please explain and list the different configurations (i.e., SKUs) and confirm that each configuration is generally available to all customers.</p>	N	
7	<p>Can the end user configure the Oracle programs outside the installation process?</p> <p>If yes, please describe how this is accomplished?</p>	N	The end users cannot access the oracle programs directly
8	<p>Does the application program that is designed and developed by you eliminate program administration tasks by the end user by including all program administration functions within the application program?</p> <p>Please describe how the end user will manage ongoing program</p>	Y	User and rights management is part of the application. Database space/resource

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	management (backup/recover, space management, user management)?		management is automated. Backup is initiated by the application
9	Are there any instances where the end user will need to access the programs directly? If yes, please explain the situations in detail.	N	
10	Do you provide customization outside the prepackaged reports, or ad hoc reports that are developed by you and included in the application package, which do not require or permit the end user to navigate the underlying data or logical schema? If yes, please explain.	N	
11	If the application must interface with another application or database, please explain how the end user will manage the transfer of data. Please explain (are there predefined APIs to transfer data in the application package and management of the data transfer must be done through the application program).	Y	Data is exchanged via standard APIs of the application (XML).
12	If you are embedding any Oracle Fusion Middleware (FMW) products, will you or the end user develop or deploy any customized web pages, workflows or software components that are not included in the application package? If yes, please explain.	N	
13	Is the end user permitted to upgrade or update the Oracle program versions as a separate component to the application package?	N	
14	Do you provide technical support on the application package or device to your end users? If no, please explain.	Y	We provide application support. Training for Oracle programs is not required, because the database runs embedded.
15	Are you providing support and/or customer service for all embedded Oracle programs to the end user? If no, please explain.	Y	We provide application support.
16	Are you providing any administrative services (on-site or remote) for day-to-day maintenance and administration of the application package on behalf of the end user? If yes, please explain.	N	
17	Does the end user require any consulting services to implement the application package? If yes, please explain the maximum scope of any consulting engagement and who provides the services.	N	
18	Do you have distributors to distribute your application package? If yes, please explicitly state whether your distributors need to make their own copies of the application package in order to distribute it?	N	

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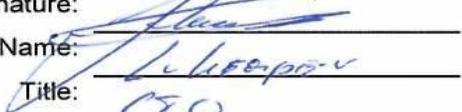


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PARTNER: Prometheus Informatics
B.V.

PARTNER ADDRESS: Landjuweel 28,
Veenendaal, 3905 PG

PARTNER FAX NO.: 731318542772

Authorized Signature:
Name: 
Title: Bas Diepen
CEO

Signature Date: 5-11-2014

Agreement No.:

Oracle Nederland BV

Bas Diepen
Bas Diepen (Nov 14, 2014)

Authorized Signature:

Name: Bas Diepen
Title: A&C Director Benelux

Signature Date: Nov 14, 2014

[to be completed by Oracle]

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PREPAID ROYALTY ADDENDUM
to the
EMBEDDED SOFTWARE LICENSE DISTRIBUTION ADDENDUM
to the
ORACLE PARTNERNETWORK
ISV MASTER DISTRIBUTION AGREEMENT
between
Prometheus Informatics B.V.
and
ORACLE Nederland B.V.

This Prepaid Royalty Addendum (the "Prepaid Royalty Addendum") is between Oracle Nederland B.V. ("Oracle") and Prometheus Informatics B.V. ("you") and shall be governed by and incorporated into the terms of the Oracle PartnerNetwork ISV Master Distribution Agreement and Embedded Software License Distribution Addendum between Oracle and you dated 21-NOV-14 (the "agreement"), with reference

in the agreement. Defined terms used in the agreement shall have the same meaning under this Prepaid Royalty Addendum, unless expressly stated otherwise. If there is a direct conflict between a term of this Prepaid Royalty Addendum and a term of the agreement with respect to the subject matter of this Prepaid Royalty Addendum, the term of this Prepaid Royalty Addendum shall prevail.

1. Agreement Definitions

For the purposes of this Prepaid Royalty Addendum, the term "Distribution Term" shall mean a period of 3 (three) years from the effective date hereof unless terminated earlier as provided herein.

2. Prepaid Licenses

Notwithstanding anything to the contrary in and pursuant to the terms of this Prepaid Royalty Addendum and the agreement, in consideration for your payment of Euro 66,914.00 ("Prepaid Royalty") you may distribute the embedded programs as part of the application package specified in section 6 below (the "application package(s)") to end users ("Prepaid Licenses") during the Distribution Term. Notwithstanding anything to the contrary in the agreement, the license fee payable for each Prepaid License will be equal to 5% of the applicable standard license fee for the application package(s) "MobCom Suite Standard" and 10% of the applicable standard license fee for the application package(s) "MobCom Enterprise" and "MobComWorkgroup" based on your standard commercial price list in effect at the time you issue a quote or based on the attached price list to this Prepaid Royalty Addendum (Exhibit A – Partner Price List), which ever higher and such fees owed to Oracle will not take into account any discounts you have offered to your end users. Any distribution rights granted will be limited to the application package(s) and may not be combined with any additional functionality or additional application programs. For the first year of the Distribution Term, the fee for end user technical support for the Prepaid Licenses (the "Initial Annual Support Fee") shall be Euro 12,713.66.

You agree to submit to Oracle a monthly report for Prepaid Licenses distributed to end users in accordance with section 5 of the Embedded Software License Distribution Addendum, Reporting. During the Distribution Term, the license fee due under such monthly report shall be deducted from the amount of the Prepaid Royalty until such time as the Prepaid Royalty is reduced to zero. When the Prepaid Royalty is reduced to zero then further distribution of the embedded programs and services and the related fees due shall be in accordance with section 3 below.

Technical support for the Prepaid Licenses shall be renewed annually for the duration of the Distribution Term. Notwithstanding anything to the contrary in the agreement, for each renewal year in the Distribution Term the fee for such renewal will not increase by more than 3% over the prior year's fees. The Initial Annual Support Fee set forth above does not include any fees due and payable to Oracle for technical support for any programs distributed by you prior to the effective date of this Prepaid Royalty Addendum, any fees due and payable to Oracle for technical support for any programs distributed by you under a prior distribution agreement with Oracle, or any fees due and payable to Oracle for technical support for any programs distributed by you under the agreement which are not included in this

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Prepaid Royalty Addendum.

The Prepaid Royalty and Initial Annual Support Fee payable to Oracle under this section 2 of this Prepaid Royalty Addendum are due within 30 days of the effective date of this Prepaid Royalty Addendum. This payment obligation is non-cancelable, and the sum paid is nonrefundable, is not subject to set-off for any reason, and is not subject to the completion or occurrence of any event after the effective date of this Prepaid Royalty Addendum.

In the event that you do not (a) distribute the embedded programs and Prepaid Licenses in accordance with this Prepaid Royalty Addendum and the agreement or (b) pay the annual technical support fees due for any renewal year under this Prepaid Royalty Addendum for the duration of the Distribution Term, then the Distribution Term and your right to distribute the embedded programs and the Prepaid Licenses under this Prepaid Royalty Addendum and to provide technical support for the embedded programs and the Prepaid Licenses shall immediately terminate.

3. Incremental Licenses

When the amount of the Prepaid Royalty has been reduced to zero then, for the remainder of the Distribution Term, you may continue to distribute the embedded programs with the application package to end users pursuant to section 2 of the Embedded Software License Distribution Addendum, Distribution Rights (hereinafter such additional distributed programs shall be referred to as "Incremental Licenses") provided that you (a) pay Oracle the applicable license fees and annual technical support fees for any such Incremental Licenses in accordance with the terms of this section 3 and (b) submit monthly reports for the Incremental Licenses and services for such Incremental Licenses in accordance with section 5 of the Embedded Software License Distribution Addendum, Reporting.

Notwithstanding anything to the contrary in section 7 of the Embedded Software License Distribution Addendum , Fees and Taxes, for the Distribution Term, you agree to pay fees for the distribution of Incremental Licenses ("Incremental License Fee") equal to 5% of the applicable standard license fee for the application package(s) "MobCom Suite Standard" and 10% of the applicable standard license fee for the application package(s) "MobCom Enterprise" and "MobComWorkgroup" based on your standard commercial price list in effect at the time you issue a quote or based on the attached price list to this Prepaid Royalty Addendum (Exhibit A – Partner Price List), which ever higher and such fees owed to Oracle will not take into account any discounts you have offered to your end users. In addition, with regard to fees for technical support you provide to end users for the Incremental Licenses, you agree to pay Oracle an annual technical support fee equal to 19% of the Incremental License Fee for each year that end users contract for or obtain technical support from you.

4. Technical Support Following the End of the Distribution Term

Following the end of the Distribution Term, you may continue to renew technical support for the embedded programs and provide technical support to your end users of such programs provided that you continuously maintain technical support for the development licenses, you pay all applicable fees set forth in this agreement, and you maintain your membership in the Oracle PartnerNetwork. Following the end of the Distribution Term, renewal of annual technical support services shall be provided in accordance with Oracle's then-current technical support policies and the terms of the agreement and this Prepaid Royalty Addendum. Subject to the terms of the agreement, the renewal fee for the first year for technical support for the embedded programs shall be equal to the total technical support fee paid for the last year of the Distribution Term plus Oracle's then current technical support annual percentage increase which shall not exceed 3%. After the first year following the end of the Distribution Term, renewal fees for annual technical support services for the embedded programs shall be subject to Oracle's then current technical support policies and the terms of the agreement.

Renewal fees for technical support shall be invoiced by Oracle annually in advance. Fees for technical support shall be due and payable in advance thirty (30) days from date of invoice. Your payment obligation for technical support fees is non-cancelable, and the sum paid is nonrefundable, is not subject to set-off for any reason, and is not subject to the completion or occurrence of any event after the effective date of this Prepaid Royalty Addendum.

5. Term

The term of this Prepaid Royalty Addendum shall commence on the effective date below and shall be effective for the Distribution Term unless terminated earlier as provided herein or in the agreement. Upon the end of the Distribution Term, your right to distribute the embedded programs and the Prepaid Licenses under this Prepaid Royalty Addendum and, except as set forth in section 4 above, to provide technical support for the embedded programs and the Prepaid Licenses, shall cease. You will not be entitled to receive any refund or credit for any amount of the Prepaid Royalty that remains unused at the end of the Distribution Term. Notwithstanding anything to the contrary in the agreement, the

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term of this Prepaid Royalty Addendum may not be extended or renewed, unless the parties agree in writing. You understand and agree that you may not continue to distribute the programs with the application package defined herein after the expiration or termination of this Prepaid Royalty Addendum or the Distribution Term unless and until new terms and pricing have been agreed in writing by both parties. In the event that the term of the agreement expires before the term of this Prepaid Royalty Addendum then the term of the agreement shall be extended for the remainder of the term of the Prepaid Royalty Addendum.

6. Application Packages

Your distribution of the embedded programs under this Prepaid Royalty Addendum applies only to the application packages identified below and described in the relevant Application Package Registration Form attached to this Prepaid Royalty Addendum.

List of Application Packages

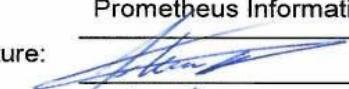
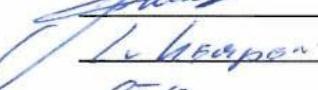
MobCom Suite Standard

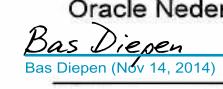
MobCom Enterprise

MobComWorkgroup

This Prepaid Royalty Addendum is valid through 21-NOV-2014 and shall become binding upon execution by you and acceptance by Oracle.

Other than the modifications above, the terms and conditions of the agreement remain unchanged and in full force and effect. The effective date of this Prepaid Royalty Addendum is 21-NOV-14, 2014 [to be completed by Oracle]

PARTNER: Prometheus Informatics B.V.
Authorized Signature: 
Name: 
Title: CTO
Signature Date: 5-11-2014

ORACLE
Authorized Signature: 
Name: Bas Diepen
Title: A&C Director Benelux
Signature Date: Nov 14, 2014

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