

ESD LICENSE AGREEMENT



ESD AGREEMENT

This Electronic Software Download License Agreement (the "Agreement") is made and entered into by and between the undersigned:

AVANQUEST SOFTWARE S.A.S, a French corporation having its principal place of business at 89-91 Boulevard National, Immeuble Vision Défense, 92257 La Garenne-Colombes Cedex, France.

Hereinafter referred to as "**AVANQUEST**" or "**LICENSOR**"

OF THE FIRST PART,

And

PROCESS FLOWS UK Ltd., an English Corporation having its principal place of business at Gateway House, Tollgate, Chandler's Ford, SO53 3TG, UK.

Hereinafter referred to as the "**LICENSEE**"

OF THE SECOND PART,

Hereinafter referred to collectively as the "**Parties**".

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PREAMBLE

AVANQUEST is involved in the business of software development and desires to market its software to the attention of a new public and particularly by means of the conclusion of an agreement with a reputable software publisher.

LICENSEE is involved in the business of software publishing and marketing including through several Internet platforms.

It is within this framework that AVANQUEST allows LICENSEE, under the conditions defined below, to commercialize the Software in a downloadable format.

THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

Term Sheet

Effective Date	September 23, 2019
Initial Period	2 years
Renewal Terms	1 year
Territory:	Outlined in Exhibit A
Software / Product Name	Outlined in Exhibit A
Channel	ESD
Exclusivity	None
Localization Right	No
Trademark(s)	
Royalty rate	Outlined in Exhibit A
Calculation Period	Monthly
Payment Terms	30 days from receipt of invoice
Interest Rate	means the last published 3-month LIBOR rate

1. DEFINITIONS

- 1.1. **“Calculation Period”** means the period stated in the Term Sheet during which LICENSEE shall record the number of distributed Software.
- 1.2. **“Documentation”** means every document related to the use of the Software without, limitation, in

whatever media. This includes manuals, commercial documentations and end-user license agreement.

- 1.3. **“Localization” or “Localize”** means the process of translation and adjustment of the Software by LICENSEE in one or several other language versions than the one delivered by AVANQUEST.
- 1.4. **“Marketing Materials”** means each and every material provided by AVANQUEST to LICENSEE for the marketing of the Software, such as logos, videos, commercial documentations, banners, editorial texts etc.
- 1.5. **“Master”** means the master copy of the Software delivered by AVANQUEST to LICENSEE in order to allow LICENSEE to proceed to the online distribution of the Software.
- 1.6. **“Net License Key Usage”** means the quantity of license keys sold by LICENSEE to end users through the distribution of the Software. This includes (if applicable): (i) license keys for the Standard Version; (ii) license keys for the Pro/Platinum Version; (iii) license keys for the Cross-sell and Post-sale Products; (iv) license keys for the Major Updates.
- 1.7. **“Royalty”** means the fees payable by LICENSEE to AVANQUEST for the distribution of the Software. The Royalty rate(s) is/are outlined in Exhibit A.
- 1.8. **“Technical Support Level 1”** means the assistance provided to end user via Website, by email or by phone, to manage the problems associated with downloading the Software, Software installation and acceptance of key Software license.
- 1.9. **“Technical Support Level 2”** means the assistance regarding questions relating to the use of the Software and to major technical problems insoluble at Level 1.
- 1.10. **“Software”** means the AVANQUEST’s software product(s) object of this Agreement which is/are listed in the Term Sheet and Exhibits A and B. This includes (if applicable) (i) the Standard Version; (ii) the Pro/Platinum Version; (iii) the Cross-sell and Post-sale Products; (iv) the Major Updates.
- 1.11. **“Trademark”** AVANQUEST’s trademarks and logos as described in the Term Sheet that AVANQUEST has the right to license to.
- 1.12. **“Subsidiary”** means a company in which AVANQUEST owns directly or indirectly at least 50% of share capital or votes.
- 1.13. **“Change of Control”** means a merger, a stock purchase, an asset sale, or any other form of corporate transaction.



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- 1.14. "ESD" means the sale of the Software by LICENSEE or its resellers via an online electronic download service made available over the internet.
- 1.15. "Standard Version" means the regular version of the Software. Pricing per license key for Standard Version outlined in Exhibit A.
- 1.16. "Pro/Platinum Version" means a version with additional features. LICENSEE may elect to offer this version as an upsell. Pro/Platinum Versions along with the additional features may be featured in an alternative executable file. The pricing per license key for Pro/Platinum versions is outlined in Exhibit A (if applicable).
- 1.17. "Cross-sell and Post-sale Products" means products offered for sale in the cart for an additional price and sold in addition to the main product. LICENSEE may elect to use AVANQUEST products for cross-sells and post-sales. The pricing per license key for Cross-sell and Post-sale Products is outlined in Exhibit A (if applicable).
- 1.18. "Major Updates" means offering existing end users new major versions of the product they purchased. LICENSEE may elect to offer those Major Updates to its end users. The pricing per license key for Major Updates is outlined in Exhibit A (if applicable).
- 1.19. "Retail" means physical packaged versions of the Software, to be sold in retail stores and catalogues, and online retail stores that display, market and sell packaged copies of software products in executable form on CDs or other media to end users.

2. LICENSE

- 2.1. AVANQUEST hereby grants for the Territory, and LICENSEE hereby accepts on terms and conditions stated herein and for the duration of this Agreement a license, under the exclusive conditions set forth in the Term Sheet and Exhibit A hereof, to directly or indirectly through third party resellers:
 - i. market and distribute electronically the Software and the Documentation;
 - ii. reproduce the Software and the Documentation for the purpose(s) of this Agreement;
 - iii. sublicense the Software and the Documentation to end users;
 - iv. sublicense the Software and the Documentation to third parties;
 - v. use the Trademarks in connection with the marketing and the distribution of the Software;
 - vi. use internally a reasonable number of copies of the Software and of the Documentation, notably for support.

- 2.2. LICENSEE shall not, or permit others, to modify, correct any error contained in the Software, decompile, reverse engineer or disassemble the Software under any conditions unless authorized by the law.
- 2.3. LICENSEE shall decide whether to market and distribute the Software using LICENSEE's trademarks, AVANQUEST's Trademarks or/and third party trademarks.
- 2.4. LICENSEE acknowledges that the Trademarks are the exclusive and sole property of AVANQUEST, or its licensors, and that AVANQUEST, or its licensors, retains full ownership of the Trademarks. LICENSEE shall not obtain any rights whatsoever in the Trademarks as a result of such use. LICENSEE shall not use the Trademarks in connection with the marketing, promotion and distribution of the Software in the Territory, without AVANQUEST's prior written consent. LICENSEE agrees that it shall refrain from endangering the validity of the Trademarks and comply with all applicable laws and regulations.
- 2.5. No rights or licenses are granted either directly or by implication by AVANQUEST except as expressly set forth herein.
- 2.6. LICENSEE acknowledges that AVANQUEST, and its licensors, own and retain all right (except those expressly licensed herein), title and interest in and to the Software.
- 2.7. LICENSEE shall be allowed to make special operations and promotions regarding the Software (e.g. update, upgrade from the Standard Version to a Pro/Platinum version, bundles etc.).

3. COMPLIANCE

- 3.1. LICENSEE shall, at their own cost, ensure that their distribution channels (including their licensee's if applicable), advertising, landing pages, web sites, carts or any other permitted form of the Software offering are compliant with applicable laws, rules, regulations, policies, and AVANQUEST guidelines as provided in this Agreement and as may be provided from time to time during the Term of this Agreement.
 - 3.1.1. **Advertising.** Ads promoting Software should comply with the applicable media seller policy (whether search or display). Without limiting the generality of the above, such Ads should not be misleading to consumers, nor should they use tactics to scare the customer into downloading, installing or purchasing the Software. No auto or direct download of the Software from Advertising is permitted.
 - 3.1.2. **Landing Pages and Web Sites.** Landing pages and web sites used to promote and download Software should accurately reflect

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the name and functionality of Software and not present claims that are not true or use unauthorized logos or endorsements of the Software. Reviews that are not actual customer reviews for the Software should not be used. In addition, Landing Pages and Web Sites shall include visible and accessible links to the Software End User License Agreement, Privacy Policy, Uninstallation Instructions, Refund Policy and LICENSEE's contact details.

3.1.3. Installation and Offering. No Software will be installed on an end user machine unless it was first offered and/or otherwise presented to the end user and the end user had an easy way to accept or decline the Software offering or Software installation.

3.1.4. Shopping Carts. Carts selling Software should not trick customers into purchase or use misleading claims about the Software and any cart upsell shall include the option to decline or opt-out of a Software offer.

3.1.5. AppEsteem Compliance

LICENSEE and AVANQUEST shall comply with all Certification Requirements as provided by AppEsteem (https://customer.appesteem.com/home/check_list). LICENSEE and AVANQUEST understand that the Certification Requirements may be updated or change and both parties must comply with any and all updated or changed Requirements.

3.1.5.1. AVANQUEST shall provide AppEsteem certifiable SOFTWARE to LICENSEE. If SOFTWARE is classified by AppEsteem as a Deceptor, AVANQUEST will provide updated and compliant SOFTWARE within seven (7) business days of request by LICENSEE. LICENSEE shall replace the SOFTWARE with the new compliant version within two (2) business days.

3.1.5.2. LICENSEE shall maintain AppEsteem certifiable website, distribution and advertising. IF LICENSEE's website, distribution or advertising causes SOFTWARE to be classified as Deceptor, LICENSEE will have twenty-one (21) calendar days to correct non-compliance (from date of original Deceptor classification) and submit to AppEsteem for removal from Deceptor list. If LICENSEE does not obtain AppEsteem's approval and removal from Deceptor list under 29 calendar days, AVANQUEST shall have the right to disable new installations of the

SOFTWARE without any previous notification. LICENSEE understands and accepts that AVANQUEST has no liability for any financial loss due to such disabling of new installations. However, AVANQUEST will enable new installations once AppEsteem clears the licensed SOFTWARE from the Deceptor List.

3.2. AVANQUEST shall provide LICENSEE with Compliant Software as per Google's Unwanted Software Policy found at <https://www.google.com/about/company/unwanted-software-policy.html>.

4. TRANSPARENCY

4.1. AVANQUEST reserves the right, but under no obligation, to screen, monitor, and audit LICENSEE's compliance with this Agreement and with section 3 in particular. LICENSEE shall provide AVANQUEST with links to web sites, landing pages, cart pages and copies of Ads upon request so that Compliance may be verified.

4.2. AVANQUEST will use LICENSEE's ads, web sites, landing pages and carts to ensure compliance only and will not duplicate or use LICENSEE's content for any other purpose.

5. SOFTWARE AND MATERIAL DELIVERY

5.1. AVANQUEST shall provide LICENSEE within thirty (30) days of the execution of this Agreement with the Master. The Master shall be in electronic format. The Master shall contain the Software in the languages and versions specified in the Term Sheet and in Exhibit A.

5.2. LICENSEE shall review the Master within ten (10) business days from its receipt. If LICENSEE does not accept the Master, LICENSEE shall send AVANQUEST a written notice with the list of errors observed. If there is no answer from LICENSEE within this period, the Master will be deemed accepted by LICENSEE. AVANQUEST shall promptly correct or contest the errors by written notice. LICENSEE may approve the Master after AVANQUEST has corrected the Software by means of the signature of an acceptance letter.

5.3. It is expressly agreed that LICENSEE shall market and promote the Software in the Territory at its own costs and expenses.

6. TECHNICAL AND END USER SUPPORT

6.1. AVANQUEST shall be responsible for providing the Technical Support Level 2 to LICENSEE's

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quality assurance support team. LICENSEE shall be responsible for providing all pre-sale and post-sale Technical Support to the end users.

- 6.2. The Parties agree that the costs of any communication will be financially borne by the initiating Party.

7. TERM

- 7.1. This Agreement shall enter into effect on Effective Date and will be running for the Initial Period stated in the Term Sheet. The Agreement will renew automatically at the end of the Initial Period for subsequent Renewal Terms as stated in the Term Sheet, except when a notice of termination is given by one or the other of the Parties via a notice of ninety (90) calendar days, notified via a registered letter with proof of receipt. It is agreed that at the end of the Initial Period either Party may terminate this Agreement prior to a ninety (90) day written notice.
- 7.2. **Termination effects.** Upon termination or expiration of the Agreement, LICENSEE shall immediately cease to continue the marketing and selling of the Software. LICENSEE commits itself that when granting the Software, its End User License Agreement shall contain all limitations as to the duration or use of the Software so as to be compliant with the terms and conditions of this Agreement. The termination or expiration of the Agreement shall not affect the end user's right to use the Software if the purchase was made prior to the effective date of termination or expiration.

8. ROYALTIES

- 8.1. **Calculation.** A "Royalty Statement" shall be sent by LICENSEE to AVANQUEST on the 20th of the month following each applicable Calculation Period at the latest. Such Royalty Statement shall specify an abstract of the Net License Key Usage for the Calculation Period.
- 8.2. **Refunds.** LICENSEE shall be entitled to refund its end users at its sole discretion for any sale of the Software within thirty (30) calendar days after the sale of the Software as justified per the end user's invoice and subject always to the end user's prior request of the refund within such timeframe. For the avoidance of doubt, no Royalties shall be paid to AVANQUEST for refunded Software.
- 8.3. **Refund Statement.** LICENSEE shall notify to AVANQUEST of the refunds made to end users (hereinafter the "Refund Statement"). The Refund Statement shall be sent by LICENSEE to AVANQUEST along with the Royalty Statement. Such Refund Statement shall specify an abstract of

the applicable refunds with their corresponding dates for the Calculation Period.

- 8.4. **Payment.** AVANQUEST will send an invoice based upon the Royalty Statement, the Refund Statement and the Royalty rate(s). This invoice shall be paid by LICENSEE according to the Payment Schedule.
- 8.5. **Missing Royalty Statement and Payment.** If no Royalty Statement is being sent to AVANQUEST for 3 continuous months, AVANQUEST will issue an invoice for this period based upon the last Royalty Statement received. The amount of this invoice may be revised upwards if an audit or the reception of the missing Royalty Statement(s) show AVANQUEST was due a superior amount.
- 8.6. **Minimum Resale Price.** LICENSEE agrees to minimum pricing for end users per Exhibit A.
- 8.7. **Records.** LICENSEE undertakes to keep accurate records of the number of sold Software and correlative earned royalties in its books for one (2) year. AVANQUEST shall have the right to audit these records by means of an independent third party chosen by AVANQUEST. Such an audit is subject to a fourteen (14) day prior written notice to LICENSEE and shall occur, upon coordination with LICENSEE, during normal business hours at LICENSEE's premises. AVANQUEST will support the costs related to such an audit. In case an underpayment or declaration of royalties in excess of five percent (5%) is revealed, LICENSEE will support the costs and expenses related to such an audit. LICENSEE will immediately proceed to the payment of all the royalties owed to AVANQUEST.
- 8.8. Without prejudice of any other remedy at law or in equity, failure to pay an invoice as per the applicable due date will entitle automatically and without prior notice AVANQUEST to charge LICENSEE interest on the unpaid amount equal to five percent (5%) above the Interest Rate.
- 8.9. **TAXES.** All amounts payable hereunder shall be exclusive of all use, sale, value-added and other similar taxes and all duties and governmental charges whether presently in force or that come into force in the future relating thereto. If any such taxes or duties are payable to AVANQUEST by LICENSEE, LICENSEE will pay such taxes or duties to AVANQUEST on receipt of an appropriate invoice. In the event that any tax exemptions may apply, both parties agree to undertake all reasonable actions to obtain those tax exemptions. LICENSEE shall pay, and hold AVANQUEST forever harmless from, all taxes, customs, duties, levies, imposts or similar charges now or hereafter imposed or based upon the manufacture, delivery, license, sale, possession or

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use hereunder to or by LICENSEE of the Software. In the event of any withholding required to be made to any amounts to be paid to AVANQUEST, LICENSEE shall gross up any amount to be paid to ensure that AVANQUEST receives payment in full without deduction (i.e. an amount equal to the one that AVANQUEST would perceive if no withholding occur).

9. REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION

- 9.1. AVANQUEST represents and warrants to LICENSEE that (i) it has and will have throughout the term of this Agreement the right to license the Software to LICENSEE according to the terms and conditions of this Agreement; (ii) the performance by LICENSEE of this Agreement does not and will not violate any agreements, rights or obligations existing between AVANQUEST and any third party; (iii) the Software does not include or otherwise comes near in any fashion to a program or channel which are or otherwise facilitate a virus, malware, spyware, adware, or any other malicious program with the purpose of harming LICENSEE's machines or exploiting any system vulnerability.
- 9.2. LICENSEE represents and warrants to AVANQUEST that (i) the making or performance of the Agreement by LICENSEE does not violate an agreement, rights or obligations existing between LICENSEE and any other person, firm or corporation, or end user; (ii) the distribution by LICENSEE and/or any reseller with which LICENSEE is entered into an agreement will not violate any applicable law, rule, regulation or industry policy, including those issued by Google and MMPC (Microsoft Malware Protection Center); (iii) LICENSEE will avoid using any deceptive, misleading or tricking practices with respect to advertising, marketing and offering of the Software; (iv) LICENSEE will not act in any manner which might harm or dilute AVANQUEST's or the Software's name, reputation or good will; (v) the distribution of the Software will not include or otherwise come near in any fashion to a program or channel which are or otherwise facilitate a virus, malware, spyware, adware, or any other malicious program with the purpose of harming end user machines or exploiting any system vulnerability .

10. INFRINGEMENT INDEMNITY

- 10.1. AVANQUEST shall defend, indemnify and hold LICENSEE harmless against, any claim, suit, action, threat, allegation, or proceeding (collectively, the "Claim") brought against LICENSEE by any person alleging that the Software infringes a third party copyright or other intellectual property right. AVANQUEST

aforementioned obligations are contingent upon LICENSEE: (a) notifying to AVANQUEST any events that may engage LICENSEE's liability, as soon as LICENSEE becomes aware of such Claim and no later than fifteen (15) calendar Days thereafter; (b) granting AVANQUEST the sole control over the defence and settlement of such Claim; and (c) giving to AVANQUEST, at AVANQUEST's reasonable expense, all information and assistance necessary in the defense of the Claim.

- 10.2. Notwithstanding the foregoing, AVANQUEST assumes no responsibility and is not liable to the LICENSEE in the event the Claim is based on: (a) the use of other than the then-current version of the Software if LICENSEE was provided the then-current version; (b) the use of the Software other than as set forth in its accompanying documentation and as permitted herein; (c) the use of the Software in combination with a product not supplied by AVANQUEST provided that the ground of infringement is the combination and not solely the Software; (d) the modification of the Software by any party other than AVANQUEST or its use as so modified; (e) AVANQUEST's compliance with LICENSEE's designs, specifications or instructions; or (f) any infringement arising from the use of any Software by LICENSEE after AVANQUEST has issued a written notice to LICENSEE requiring LICENSEE to cease using such Software.
- 10.3. In the event of a Claim, AVANQUEST shall either procure for LICENSEE the right to continue to sell and distribute the Software or replace the Software with a similar and non-infringing software. If the aforementioned remedies are not commercially reasonable, AVANQUEST may immediately terminate this Agreement without cause.

11. ASSIGNMENT, TRANSFER, CHANGE OF CONTROL

- 11.1. LICENSEE shall assign or transfer no right under this Agreement without the prior written consent of AVANQUEST, nor delegate or subcontract its obligations hereunder without the prior written consent of AVANQUEST.
- 11.2. AVANQUEST shall have the right to assign or transfer its rights under this Agreement, or delegate or subcontract its obligations hereunder at its sole discretion and without prior notice.
- 11.3. For the avoidance of doubt, the Agreement shall remain in full force and effect between the Parties in case of a Change of Control involving AVANQUEST and shall benefit to the lawful assignees and successors in interest of AVANQUEST.

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12. TERMINATION

- 12.1. Each Party shall have the right to terminate this Agreement by notice in writing to the other Party (by registered letter with proof of receipt) with immediate effect should the other Party fail within 30 days from a formal notice to cure a material breach (by registered letter with proof of receipt) to remedy such breach.
- 12.2. Upon termination or expiration of this Agreement, all rights granted to LICENSEE shall revert to AVANQUEST.
- 12.3. Either Party shall have the right to terminate this Agreement immediately upon giving written notice to the other Party in the event of:
 - 12.3.1. The liquidation or bankruptcy of the other Party, either voluntary or compulsory, but this shall not include a voluntary liquidation for the purposes of reconstruction; or
 - 12.3.2. The appointment of a receiver, liquidator, manager or trustee in bankruptcy for the other Party.
- 12.4. Should AVANQUEST's rights in or to the Software expire, be terminated or for whatever reason should AVANQUEST not be able to keep granting LICENSEE the license described herein, AVANQUEST shall immediately notify LICENSEE of such event. AVANQUEST may then immediately terminate this Agreement without cause.

13. FORCE MAJEURE

Neither Party will incur any liability to the other Party on account of any loss or damages resulting from any delay or failure to perform all or any part of this agreement if such failure is caused by an event of force majeure, by events, occurrences or causes beyond the control and without negligence of the Party. Such events, occurrences or causes will include, without limitation: acts of God, strikes, lock-out, riots, acts of war, earthquakes, fire and explosions, act of any government authority, water damage, or interruption in telecommunication network or electricity network.

14. CONFIDENTIALITY

- 14.1. Each of the Parties hereto undertakes to keep confidential all information (written or oral) concerning the business and affairs of the other Party whether or not labelled "confidential" that it shall have obtained or received as a result of the discussions leading up to or the entering into or during performance of this Agreement.
- 14.2. Each of the Parties undertakes to the other to take all such steps as shall from time to time be necessary

to ensure compliance with the provisions of this section by its employees, agents and sub-contractors.

- 14.3. All confidential information shall be used solely for the purpose of this Agreement. All confidential information shall remain the property of the disclosing Party. Upon expiration or termination of this Agreement, receiving Party shall cease the use of the other Party's confidential information and, upon disclosing Party's demand, shall return all such information to the disclosing Party.
- 14.4. The obligations hereunder shall survive after the end of this Agreement.

15. CONTACT POINTS

The Parties shall name respectively a contact person for the operational aspects of the Agreement.

For AVANQUEST, the contact person is:

Graham Upshaw

Tel: +1-250-388-5469

Email: gupshaw@avanquest.com

Legal notices and communications intended for AVANQUEST should be sent at the following email address: juridique@avanquest.com

For LICENSEE, the contact person is:

Name: Desi Boncheva

Email: desi.boncheva@processflows.co.uk

16. SEVERABILITY

If any provision of this Agreement is determined to be invalid, unlawful or unenforceable, it shall be declared void or invalid but such decision will not affect the validity or enforceability of the remaining provisions.

17. INDEPENDENT CONTRACTOR

- 17.1. AVANQUEST's relationship to LICENSEE is that of an independent contractor, and neither party is an agent or partner of the other. Either Party will not have, and will not represent to any third party that it has, any authority to act on behalf of the other Party.
- 17.2. LICENSEE may hold itself out to the public as an "Authorized distributor" of AVANQUEST's product hereunder, provided always that LICENSEE is and shall act solely as an independent contractor operating and performing its obligations hereunder.

18. AMENDMENT

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No amendment, change or modification to this Agreement shall be effective or enforceable unless it is in writing and executed by each Party to this Agreement.

19. ENTIRE AGREEMENT

- 19.1. This Agreement, including its Exhibits which are incorporated therein by reference, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior communications or agreements, both oral and written, between the Parties, and may only be amended by written agreement signed by both Parties.
- 19.2. Notwithstanding the foregoing, this Agreement shall not affect the validity of any confidentiality agreement concluded between the Parties or the AVANQUEST Trademark License Agreement (if executed).

20. WAIVER

The waiver of any term, condition, or provision of this Agreement must be in writing and signed by an authorized representative of the waiving Party. Any such waiver will not be construed as a waiver of any other term, condition, or provision except as provided in writing, nor as a waiver of any subsequent breach of the same term, condition, or provision.

21. INSURANCE

LICENSEE shall at all times maintain in full force and effect insurance with a reputable insurer in sufficient terms to cover its potential liability to AVANQUEST pursuant to this Agreement. LICENSEE shall provide written evidence of the maintenance of such insurance and the payment of all relevant premiums at AVANQUEST's request.

22. GOVERNING LAW

This Agreement will be governed and construed under the laws of France without reference to the conflict of laws rules.

23. LITIGATION / DISPUTES

- 23.1. In the event of any dispute arising out of or in connection with the present Agreement, the Parties agree in the first instance to refer the dispute to a mediation procedure held in Paris, in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR. To initiate the mediation, a Party must give notice in writing (ADR notice) to the other Party to the dispute requesting

mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start no later than 30 days after the date of ADR notice.

- 23.2. If and to the extent that the Parties do not resolve such dispute in the course of any mediation, either Party may commence or continue court proceedings in respect of such unresolved dispute before the competent courts of France who shall have exclusive jurisdiction, in last resort.
- 23.3. Nothing in this article 23 shall be construed as prohibiting AVANQUEST from applying to a national court for interim injunctive relief or for collection of undisputed payments.

24. LIMITATION OF LIABILITY

24.1. SUBJECT ALWAYS TO THE RESERVATIONS CONTAINED WITHIN ARTICLE 24.2 BELOW, NOTWITHSTANDING ANY PROVISION UNDER THE AGREEMENT OR IN CONNECTION THERETO, AND TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, A PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY FOR ALL DAMAGES AND LOSSES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHATEVER THE LEGAL CAUSE (CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) SHALL BE LIMITED TO THE AGGREGATE VALUE OF THE ROYALTIES PAID TO LICENSOR BY LICENSEE UNDER THIS AGREEMENT DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE CLAIM GIVING RISE TO THAT PARTY'S LIABILITY, AND IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF BUSINESS PROFITS, LOSS OF BUSINESS OPPORTUNITY, BUSINESS INTERRUPTION, DOWNTIME, COVER AND THE LIKE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SHOULD HAVE FORESEEN SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

24.2. RESERVATIONS: THE FOREGOING LIMITATIONS WILL NOT AFFECT AND DO NOT APPLY TO: THE INDEMNITY OBLIGATIONS OF AVANQUEST PURSUANT TO ARTICLE 10,

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AND THE WARRANTY OBLIGATIONS OF
LICENSOR PURSUANT TO ARTICLE 9;

LICENSEE'S RESTRICTIVE USE OF
AVANQUEST'S TRADEMARKS PER ARTICLE
2.4, THE WARRANTY OBLIGATIONS OF
LICENSEE PURSUANT TO ARTICLE 9, AND
LICENSEE'S PAYMENT OBLIGATIONS
PURSUANT TO ARTICLE 8;

EITHER PARTY'S CONFIDENTIALITY
OBLIGATIONS UNDER ARTICLE 14 OR
EITHER PARTY'S LIABILITY, IF ANY, FOR
PERSONAL INJURY, OR DEATH CAUSED BY
A PARTY'S NEGLIGENCE, OR LIABILITY
FOR FRAUD.

- 24.3. THE PARTIES AGREE THAT THIS ENTIRE
ARTICLE 24 REPRESENTS A REASONABLE
ALLOCATION OF RISK AND CONSTITUTES
AN ESSENTIAL CLAUSE OF THIS
AGREEMENT, IN THE ABSENCE OF WHICH
THIS AGREEMENT WOULD NOT HAVE BEEN
EXECUTED.



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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives. The individuals signing respectively on behalf of AVANQUEST and LICENSEE below hereby represent and warrant that he or she has full authority to sign this Agreement and bind AVANQUEST and LICENSEE to perform all duties and obligations contemplated by this Agreement.

AVANQUEST SOFTWARE S.A.S

Name: Sébastien MARTIN
Title: CFO
Date:



PROCESS FLOWS UK Ltd.

Name: Desi Boncheva
Title: Strategic Project Manager
Date:

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Addendum to Electronic Software Download License Agreement ("Agreement" between **AVANQUEST SOFTWARE** ("Licensor") and **PROCESS FLOWS UK Ltd.**, ("Reseller") dated **23 September, 2019**.

EXHIBIT A – DISTRIBUTION TERMS

Licensed Software	OS	Language Version	Channels	Exclusivity	Territory	Minimum Price	Royalty due per licence (30%)
TurboCAD Deluxe	Windows 10, 8, 7	EN, FR	ESD	None	EMEA only	\$149 USD	\$48 USD
TurboCAD Professional	Windows 10, 8, 7	EN, FR	ESD	None	EMEA only	\$749 USD	\$225 USD
TurboCAD Pro Platinum – Unlimited	Windows 10, 8, 7	EN, FR	ESD	None	EMEA only	\$1,149 USD	\$344 USD
TurboCAD 11 Mac Pro	Mac OS	EN, FR	ESD	None	EMEA only	\$399 USD	\$120 USD
TurboCAD 11 Mac Deluxe	Mac OS	EN, FR	ESD	None	EMEA only	\$99 USD	\$28 USD
Expert PDF Professional	Windows 10, 8, 7	EN, FR, DE, ES, DE, SE, DK, FL, JP	ESD	None	Worldwide	\$59.99 USD	\$18 USD
Expert PDF Ultimate	Windows 10, 8, 7	EN, FR, DE, ES, DE, SE, DK, FL, JP	ESD	None	Worldwide	\$89.99 USD	\$27 USD
Architect 3D Gold	Mac OS, Windows 10, 8, 7	EN, FR, DE	ESD	None	Worldwide	\$125.99 USD	\$38 USD
Architect 3D Platinum	Mac OS, Windows 10, 8, 7	EN, FR, DE	ESD	None	Worldwide	\$179.99 USD	\$54 USD
Architect 3D Ultimate	Mac OS, Windows 10, 8, 7	EN, FR, DE	ESD	None	Worldwide	\$224.99 USD	\$67 USD

