
Please read the following document carefully. It contains important information about your rights and obligations, as well as limitations and exclusions concerning the use of this software program.

The use of this software program requires that you accept, both in your capacity of end-user, and as employee, agent or other representative on behalf of the company that ordered this software program or received a trial license of this software program (the "**LICENSEE**"), the terms and conditions of the Software License Terms and Conditions of LUCEDA N.V. ("**we**" or "**us**"). **By clicking the "I agree"-button below, they will be fully applicable to your use of the software program, unless and to the extent otherwise agreed in writing with LUCEDA N.V.**

If you don't agree with these terms and conditions, don't push the "I accept the agreement"-button during the installation of the software. In such case, neither installation nor use of the software program will be allowed and you will have to contact your system administrator.

MASTER SOFTWARE LICENSE TERMS AND CONDITIONS

These Software License Terms and Conditions (hereinafter: the “**Terms and Conditions**”) set forth the conditions according to which Luceda N.V., a company incorporated and existing under the laws of Belgium, with registered address at Noordlaan 21, 9200 Dendermonde, Belgium, and registered with the Crossroads Bank for Enterprises under number 0553.769.733 (hereinafter: “**LUCEDA**”, “**we**”, “**our**”, or “**us**”) agrees to grant to LICENSEE a license to use its software products, as defined in any applicable quotation (hereinafter: “**Quotation**”).

Our contact details can also be found on our corporate web site, www.lucedaphotonics.com.

LUCEDA and LICENSEE are individually referred to as a “**Party**” and collectively as the “**Parties**”.

1 DEFINITIONS

In these Terms and Conditions, the following words and expressions, when capitalized, shall have the meanings hereby assigned to them except where it is otherwise expressly stated:

- (a) “**Computer**” means a personal computer or Unix workstation;
- (b) “**Configuration**” means the scope of the License granted, identified by the specification of the kind of License (Node Locked or Floating), the duration of the License (Paid-up or Lease License), the number of users which might use the License simultaneously and the number of Computers which might run the License simultaneously;
- (c) “**Floating License**” means a License for a network of Computers that are managed by the LICENSEE.
- (d) “**Intellectual Property Rights**” means any intellectual property (whether registered or not), including without limitation, any Marks, domain names, patents, patent applications, utility models, inventions and discoveries (whether or not patentable), designs, design rights, prototypes, copyrights (including, without limitation, rights in software and database rights) and moral rights, neighbouring rights, and all rights or forms of protection having an equivalent or similar nature or effect in any relevant jurisdiction in any part of the world;
- (e) “**Lease License**” means a License granted for a certain period of time (as specified by LUCEDA in the applicable Quotation), which may be renewed or extended upon payment of recurring fees;
- (f) “**License**” means the authorization, subject to compliance with these Terms and Conditions, to execute a Program on one or more Computers, also including the use of the Packages as defined herein;
- (g) “**License File**” means a file containing one or more Configuration(s);
- (h) “**M&S Contract**” means a Maintenance and Support Contract, which - upon payment - extends the services provided by LUCEDA during the Warranty Period;
- (i) “**Marks**” means any trademarks, trade names, logos, or other proprietary notices or markings belonging to LUCEDA;

- (j) **"Node Locked License"** means a License which may only be used on a specific Computer;
- (k) **"Packages"** means the whole of pre-packaged software programs, either open source or owned by third party licensors, delivered by LUCEDA to LICENSEE in addition to the Program, as listed in **Annex I** hereto;
- (l) **"Paid-up License"** means a License granted perpetually (or at least of the entire duration of legal protection of the intellectual property rights concerned) against payment of a one-time fee;
- (m) **"Program"** means the pre-packaged LUCEDA proprietary software program, licensed by LUCEDA to LICENSEE pursuant to these Terms and Conditions;
- (n) **"Release Notes"** means the release notes published by LUCEDA on its website (<https://www.lucedaphotonics.com/en/release-notes>) or at any time otherwise communicated to LICENSEE.

2 GRANT OF LICENSE

- 2.1 Any License granted by LUCEDA to LICENSEE will be governed by these Terms and Conditions.
- 2.2 Licenses granted by LUCEDA to LICENSEE will be non-exclusive and non-transferable and without the right to grant sublicenses (not even to subsidiaries or other affiliates of LICENSEE), except if expressly authorized otherwise in an applicable Quotation.
- 2.3 For each licensed Program, LICENSEE will receive a License File in which the Configuration(s) will be specified. During the period the Program is under Warranty (as defined in clause 7 below) or covered by a valid LUCEDA M&S Contract, LICENSEE is entitled to request reasonable changes to the License File issued by LUCEDA, as far as such changes are actually required in order for LICENSEE to properly use the Program in accordance with the License granted.
- 2.4 Delivery dates quoted by LUCEDA are estimates only and are in no way binding. LUCEDA will however make every reasonable effort to ensure a timely delivery.
- 2.5 LICENSEE shall be responsible for installation of the Program(s). LICENSEE agrees to use the Program and any part thereof only in the Configuration and within the limits described in the latest (version of the) License File supplied by LUCEDA.

3 LIMITATIONS OF USE

- 3.1 Upon delivery of a new or updated License File by LUCEDA at its sole discretion, LICENSEE agrees to discontinue the use of the previous (version of the) License File and waives all claims against LUCEDA resulting from any continued use hereof.
- 3.2 LICENSEE agrees to not change, attempt to decode or tamper in any way with any License File provided by LUCEDA, nor to try to duplicate such License File.
- 3.3 In the event a malfunction occurs on LICENSEE's server or on a designated Computer to which a Node Locked License was authorized, causing a Program to become inoperable in the Configuration authorized in the License File, LICENSEE may request from LUCEDA a temporary changed License File to be used until the defects are repaired. LICENSEE agrees to discontinue the use of such

temporary License File once the defects are repaired. In no event will LICENSEE be allowed to use both License Files simultaneously.

- 3.4 LICENSEE may make one copy of the Program(s) only to the extent as strictly necessary for LICENSEE'S own internal back-up or archival purposes of the Program(s).
- 3.5 Except as expressly permitted by LUCEDA in writing, or as mandatorily provided by the applicable law, LICENSEE shall not (and shall not attempt to nor allow or permit any third party to or attempt to) adapt, alter, amend, modify, translate, reverse engineer, decompile, disassemble or decode the whole or any part of the object code of the Program(s), translate the whole or any part of the Program(s) into another language or create the source program or any part thereof from object programs and source code or from other information made available under these Terms and Conditions, nor to create any derivative work of the Program(s) or any part thereof or to convert all or any part of a Program in order to create software, a principal purpose of which is to perform the same or similar functions as Program(s) licensed by LUCEDA or to replace any component of the Program(s). To the extent that the applicable law would expressly grant LICENSEE the right to decompile the Program(s), LICENSEE undertakes not to decompile (or attempt to do so) the Program(s) beyond the scope of this legal authorization, nor without first requesting such information from LUCEDA. LUCEDA shall have the right to impose reasonable conditions (such as the payment of a reasonable fee, if legally permitted) for making the information available.
- 3.6 LICENSEE shall use the Program(s) for LICENSEE'S own internal data processing purposes and shall not make all or any part of the Program(s) available to persons other than its employees. Third party service providers who render in-house services to LICENSEE on an independent contractor basis, may have access to and use the licensed Program(s) as well, as long as they are using the licensed Program(s) for LICENSEE'S benefit in the course of LICENSEE'S business operations. No other use is allowed. LICENSEE will require any such third party service provider to agree in writing to (i) use the Program(s) only to perform internal data processing services for LICENSEE, and (ii) to be bound by terms equivalent to those set out in these Terms and Conditions. LICENSEE remains responsible for the use of the Program(s) by all third party service provider(s).
- 3.7 Unless for LICENSEE'S own internal data processing, LICENSEE may not create itself or have created by a third party not being LUCEDA, any application software on the basis of a Program, using any of the supplied Program(s), without previous written approval of LUCEDA. LICENSEE may not supply the Program or any such application software to any third party either, whether free of charge or not, unless otherwise permitted in a separate written agreement executed by both Parties.
- 3.8 LICENSEE shall not provide access (directly or indirectly) to the Program(s) via a web or network application, to any third party, nor sell, license, sublicense, publish, display, distribute, disseminate, assign, or otherwise transfer (whether by sale, exchange, lease, gift, or otherwise) to a third party (including subsidiaries or other affiliates of LICENSEE) the Program(s), any copy or portion thereof, or any License or other rights thereto, in whole or in part, without LUCEDA'S express prior written consent, except as would be expressly permitted by LUCEDA in the applicable Quotation.
- 3.9 LICENSEE recognizes that this clause 3 is an essential condition of the License and shall fully indemnify LUCEDA for any breach of this clause 3.

4 PROPRIETARY RIGHTS

- 4.1 LICENSEE hereby explicitly recognizes that all proprietary rights (including – without limitation – all Intellectual Property Rights and trade secrets) relating to the Program(s), will remain the sole property of LUCEDA or, if licensed by other suppliers, the property of such suppliers. LICENSEE acknowledges that the use of the Program(s) under these Terms and Conditions will not, in any way, imply a transfer of title or any proprietary right in respect to the Program(s). LICENSEE agrees not to challenge LUCEDA's ownership of the Program(s) or contest LUCEDA's right, title or interest in the Program(s).
- 4.2 LICENSEE agrees to install the Program(s) in whole or in part with the proper inclusion of LUCEDA's copyright notice and Marks. LICENSEE shall not remove from the Program(s), or add or alter the LUCEDA Marks contained within the Program(s), or add any other notices or markings to the Program(s). LUCEDA may at any time and immediately without advance notice prohibit LICENSEE from further using the Marks. Marks may only be used for LICENSEE's own internal use and not for publications.
- 4.3 For the avoidance of doubt, the restrictions expressed in these Terms and Conditions shall in no way be construed to supersede or eliminate any rights which LUCEDA may have pursuant to any applicable laws pertaining to trade secrets, in particular the trade secrets vesting in the source code of the Program(s). LICENSEE recognizes the value of such trade secrets and shall respect and ensure the strict confidentiality hereof.

5 CONFIDENTIALITY

- 5.1 This clause only applies insofar as it is not superseded by a separate confidentiality or non-disclosure agreement entered into by the Parties regarding the subject-matter of these Terms and Conditions.
- 5.2 Each Party agrees that it will not use for any purpose other than contemplated by these Terms and Conditions, will not disclose to any third party, and will cause its employees, independent contractors, and agents to not use or disclose any term of these Terms and Conditions, and/or any information which is identified as confidential or proprietary by the other Party (hereinafter collectively referred to as "**Confidential Information**"). LUCEDA herewith explicitly identifies the (details and source code of the) Program, the License File, and its related documentation as being confidential.
- 5.3 The Parties agree that, during the License term and for a period of five (5) years after its termination (except for trade secrets, see below), they will use the same degree of care keeping the other Party's Confidential Information confidential as for their own confidential information. In no case will the degree of care exercised be less than equivalent to the applicable professional standards of care. Whenever any Confidential Information contains any trade secrets (such as the source code of the Program(s)), such trade secrets shall be kept strictly confidential by all reasonable means, for a period that is equivalent to the entire duration of legal protection of such trade secrets (i.e. until they lose their inherent secret nature through no fault or breach by LICENSEE).
- 5.4 The other Party's Confidential Information may only be disclosed to those of the receiving Party's employees that have a specific need to access such Confidential Information and that have been made aware of and agree to be bound by a written confidentiality obligation.

- 5.5 The Parties' obligations under this clause 5 will not extend to Confidential Information of which the receiving Party can furnish proof that:
- (a) it was in the public domain at the time it was disclosed;
 - (b) it was known to the receiving Party at the time of its disclosure through no breach of any confidentiality undertaking;
 - (c) it becomes part of public domain after disclosure and without breach of these Terms and Conditions or any other confidentiality undertaking; or
 - (d) it is disclosed to the receiving Party by a third party without restrictions on such party's right to disclose or use the same.

- 5.6 Each Party will inform the other Party of any request by a court or government agency to disclose the other Party's Confidential Information, in order to enable the other Party to waive the provisions of this clause 5 or defend the nondisclosure.

6 FINANCIAL CONDITIONS

- 6.1 The License fee and the payment scheme will be specified by LUCEDA in the applicable Quotation, and will depend on the License type (Node Locked or Floating; Paid-up or Lease License) and the then current pricing scheme.
- 6.2 Prices and fees are exclusive of Value Added Tax (VAT) and other applicable sales taxes or duties. Applicable taxes or duties, including but not limited to all taxes, charges or assessments, related to the ownership, sale, possession, rental, use, operation, lease and license of the licensed software, are due solely by LICENSEE.
- 6.3 Unless otherwise indicated in the Quotation, LICENSEE will pay all fees due within thirty (30) days of receipt of LUCEDA's invoice.
- 6.4 In the event of default of payment on the due date:
- (a) the outstanding amount shall by operation of law be increased by a late payment interest of 1% per month, as from the due date until the date of effective payment, without prejudice to any other rights which LUCEDA may claim;
 - (b) LUCEDA is entitled to a lump sum indemnity to compensate for administrative costs resulting from the late payment, equal to 2% of the outstanding invoice amount; and
 - (c) all outstanding payments and invoices not due from LICENSEE shall also become immediately payable to LUCEDA by operation of law and without prior notice of default.

7 ACCEPTANCE AND WARRANTY

- 7.1 Receipt of a License File by LICENSEE (hereinafter: the "**Receipt**") implies acceptance of the related Program (and all visible non-conformities and visible defects) at the date of Receipt, unless LICENSEE refuses acceptance in a well-founded way in writing within fourteen (14) days after Receipt date, or unless the Parties agreed in writing upon a specific acceptance procedure.

7.2 LUCEDA warrants for the period as further defined in this clause (hereinafter: the “**Warranty Period**”) that the Program(s) will in all material respects conform to the specifications supplied by LUCEDA and in effect at the time of delivery:

- (a) For all Programs licensed under Paid-up License model, a limited Warranty Period applies, the duration of which will be specified by LUCEDA in the applicable Quotation. Should LICENSEE desire to benefit from more extensive maintenance and support services during the Warranty Period or after expiration of the Warranty Period, LICENSEE will have to enter into a separate M&S Contract; and
- (b) For all Programs licensed under Lease License model, the Warranty Period will be equal to the entire duration of the License period. Should LICENSEE desire to benefit from more extensive maintenance and support services during this Warranty Period, LICENSEE will have to enter into a separate M&S Contract.

7.3 During the Warranty Period, LUCEDA will:

- (a) provide LICENSEE with new releases of the Program(s) upon LICENSEE’s request;
- (b) allow LICENSEE to use the LUCEDA response line service for all questions concerning the productive use of Program(s); and
- (c) in the event of a hidden defect which is reproducible by LUCEDA and of which LUCEDA is duly notified in writing by LICENSEE, use its best efforts to either supply avoidance procedures or corrections to the defect, at no additional charge.

Altogether referred to as the “**Warranty**”.

7.4 The Warranty will however not apply for hidden defects resulting from

- (a) improper use, installation misuse, neglect, accident, fire or other hazard, from any breach of these Terms and Conditions by LICENSEE or from unauthorized alterations, modifications or enhancements to the Program;
- (b) using the Program or any third party software working with the Program, without respecting the hardware and software requirements as set out in the most current version of the applicable Release notes, in particular any interoperability requirements;
- (c) LICENSEE’s attempt to fix the Program or any interventions by third parties in this respect; or
- (d) the installation of the Program on other computers or devices than approved Computers.

In the cases listed above, LICENSEE can request for LUCEDA’s intervention, subject to payment for LUCEDA’s services on a time and materials basis at LUCEDA’s then-current rates plus any reasonable out-of- pocket expenses.

7.5 It is expressly accepted by LICENSEE that, under no circumstances LUCEDA represents or warrants that all Program errors can or will be remedied. CORRECTION OF ERRORS IS LICENSEE’S SOLE REMEDY. LUCEDA DOES NOT WARRANT THAT OPERATION OF THE PROGRAM WILL BE ERROR-FREE, SECURE OR UNINTERRUPTED, AND HEREBY DISCLAIMS ALL LIABILITY ON ACCOUNT THEREOF.

7.6 Error correction periods do not extend the Warranty Period. For Programs licensed under Lease License model, error correction periods do not extend the License duration.

7.7 EXCEPT FOR THE EXPRESS WARRANTIES STATED ABOVE, LUCEDA DISCLAIMS ALL WARRANTIES ON THE PROGRAM(S) FURNISHED UNDER THE SCOPE OF THESE TERMS AND CONDITIONS, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS. THE STATED EXPRESS WARRANTIES ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITY ON THE PART OF LUCEDA FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF PERFORMANCE OF THE PROGRAM(S).

8 INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

8.1 LUCEDA agrees to defend LICENSEE from and against claims based on an allegation that the Program(s) may infringe upon a third party's Intellectual Property Rights, provided that LUCEDA is notified promptly (and at the latest within five (5) calendar days) in writing of any notice of claim or of threatened or actual suit, and provided that LUCEDA shall be in sole control of the response to and legal defense against such notice or claim and that LICENSEE, at LUCEDA's request and expense, LICENSEE gives LUCEDA reasonable assistance in the defense of the same. LUCEDA's indemnification obligation shall lapse as soon as LICENSEE would respond itself to the notice or claim without LUCEDA's express request hereto.

8.2 Following notice of a claim or of a threatened or actual suit, LUCEDA will at its expense do its utmost effort to try to either procure for LICENSEE the right to continue the use of the Program(s) in accordance with these Terms and Conditions, or to replace or modify the Program(s) to make them non-infringing, at LUCEDA's election. If LUCEDA elects to replace or modify the Program(s), such replacement shall meet substantially the same specifications as the Program(s) to be replaced or modified. If neither of the foregoing options is available on terms which are reasonable in LUCEDA's judgment, LICENSEE shall at LUCEDA's request refrain from using and/or distributing those LUCEDA components subject to such claim and, at the option of LUCEDA, destroy or return any inventory of said components, and all copies thereof, to LUCEDA within one (1) month from LUCEDA's written request.

8.3 The foregoing states LUCEDA's entire liability towards LICENSEE in the event of infringement of a third party's Intellectual Property Rights by Program(s) delivered under the scope of these Terms and Conditions.

9 INDEMNIFICATION AND LIMITATION OF LIABILITY

9.1 LUCEDA will not be liable for:

- (a) any unforeseeable, consequential or indirect damages, including but not limited to commercial losses, increase of expenses, loss of clientele, loss of databases or programs or actions and claims made by third parties;
- (b) any damages arising out of the act, whether committed by fault or negligence or not, of LICENSEE or its personnel or independent contractors, the injured person or any person for whom LICENSEE or the injured person is responsible, including but not limited to any damages caused by the failure to observe any and all instructions, written or oral, provided by LUCEDA or caused by the use of LUCEDA products not in accordance with the written or

verbal instructions of use provided by LUCEDA or by the use of the LUCEDA products for a purpose other than the intended or customary purpose for which the products are manufactured or developed;

- (c) any damages recovered by third parties from LICENSEE; or
- (d) any damages caused by hardware, software, other products or services furnished by others than LUCEDA and any damages caused by the products which have been modified or maintained by others than LUCEDA.

9.2 Without prejudice to clauses 9.1 and 9.3, LUCEDA's liability under these Terms and Conditions is hereby limited to compensation of the direct damages caused to LICENSEE only, if and insofar as LICENSEE furnishes evidence of such damages. In addition hereto, LUCEDA's liability for any claim related to a Program will in all cases be limited to the amount of the license fee paid by LICENSEE to LUCEDA under these Terms and Conditions for the particular License of the Program which is the subject matter of the claim. For Programs licensed under the Lease License however, LUCEDA's liability will be limited to the amount of the lease fees paid under these terms and Conditions during the two (2) years preceding the occurrence of the damage.

9.3 In any event, the aggregate liability of LUCEDA under these Terms and Conditions will be limited to the amount of 100.000€ (one hundred thousand Euro).

9.4 The provisions of the foregoing clauses, including all limitations of liability, will apply and remain enforceable except and to the extent that any mandatory law or regulation, if applicable, provide otherwise. In such case, they will be automatically rewritten in such a way that they will be valid and enforceable, while remaining as close as possible to their initial intention.

9.5 LICENSEE will indemnify and hold LUCEDA harmless from and against any and all claims, demands, loss (financial or otherwise), damage, liabilities, costs, fees, increased taxes or expenses (including without limitation, court costs and reasonable attorneys' fees), which may be incurred or which may be claimed by any person arising out of or related to: (i) acts or omissions of LICENSEE, its directors, officers, employees or agents relating to the exercise of, or the failure to exercise, LICENSEE's obligations under these Terms and Conditions, or (ii) any breach of these Terms and Conditions or any other agreement between LICENSEE and LUCEDA.

10 TERM AND TERMINATION

10.1 The License of a Program granted under the scope of these Terms and Conditions shall be effective from the actual date of delivery of the Program(s) to LICENSEE. It shall remain in effect for the duration specified in the License File (which can be either limited or perpetual), until terminated as provided by these Terms and Conditions.

10.2 Each of the Parties may terminate one or more License(s) with immediate effect, without prior court intervention and without notice or any compensation, by written notice in the event of:

- (a) any bankruptcy, liquidation or any similar proceedings started against or voluntarily by the other Party, the appointment of a receiver for the other Party, the assignment of the other Party's assets for the benefit of its creditors, or in case of dissolution or discontinuation of the other Party's business or any other event which would have a similar effect; or

- (b) the other Party's failure to cure any default (other than LICENSEE's failure to pay) within thirty (30) days of receipt of written notice thereof from the non-defaulting Party.
- 10.3 In addition hereto, LUCEDA, [at its sole discretion](#) ,may terminate one or more License(s) with immediate effect, without prior court intervention and without notice or any compensation, by written notice in the event of:
- (a) LICENSEE's failure to pay any amount due to LUCEDA, not being cured within ten (10) days after having received a notification to pay, sent by LUCEDA.
- (b) LICENSEE becoming the subject of any applicable national or international economic sanctions or targeted export restrictions in the broadest sense, either (i) through LICENSEE being listed as a designated person, entity, or body or (ii) through LICENCEE or its activities being specifically targeted by the provisions of any such applicable national or international economic sanctions or targeted export restrictions.
- 10.4 Termination shall not affect the Parties' obligation of confidentiality (as provided by clause 5 above) or LICENSEE's obligation to comply with clause 4 above, and shall not affect the Parties' rights which have accrued prior to termination, such as the right for LUCEDA with regard to the collection of fees owed.
- 10.5 LICENSEE agrees, upon termination of a License for whatever reason, to discontinue immediately the use of the Program(s) and return or destroy the relevant media as directed by LUCEDA, and, if requested by LUCEDA, to certify in writing as to the destruction of the media and any and all copies thereof.
- 11 MISCELLANEOUS**
- 11.1 These Terms and conditions constitute the entire understanding between the Parties and supersede all prior communications, promises and proposals. In case of inconsistency between these Terms and Conditions and the terms of any license order or similar document submitted by LICENSEE, these Terms and Conditions shall prevail.
- 11.2 No modification of these Terms and Conditions will be binding to the Parties unless explicitly made in writing and signed by both Parties.
- 11.3 The invalidity or unenforceability of any (part of a) provision of these Terms and Conditions will in no way affect the validity or enforcement of any other provision or the remainder of the provision. Any invalid or unenforceable provision will be stricken and these Terms and Conditions will continue in full force and effect as if the invalid or unenforceable provision had not appeared. Moreover, in such an event, the Parties shall amend the invalid or unenforceable provision(s) or any part thereof and/or agree on a new provision in such a way as to reflect insofar as possible the purpose of the invalid, illegal or unenforceable provision(s).
- 11.4 Neither Party shall assign, license or transfer to a successor, affiliate or any other person, firm or organization these Terms and Conditions without the other Party's prior written consent, which will not be unreasonably withheld. An assignee of either Party, if authorized hereunder, shall have all of the rights and obligations of the assigning party as set forth in these Terms and Conditions.

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- 11.5 Any notice with reference to these Terms and Conditions shall be validly made with respect to each of the Parties, when a registered letter is sent by mail or delivery to the other Party.
- 11.6 No failure or delay on the part of any Party in exercising any right under these Terms and Conditions will operate as a waiver of that right, nor will any single or partial exercise of any right preclude any further exercise of that right.
- 11.7 Neither Party will be liable to the other for any failure or delay in its performance of these Terms and Conditions in accordance with its terms (except for any payment obligations) if such failure or delay arises out of causes beyond the control and without the fault or negligence of such Party, including but not limited to natural disasters, riots, wars and military operations, national or local emergencies or emergency weather conditions, acts or omissions of public authorities, economic disputes of any kind, actions of employees, fire, telecom failures, epidemics or pandemics, bugs in third party software ("**Force Majeure**"). Contractual obligations shall be suspended in case of a temporary event of Force Majeure. In the event the Force Majeure should last for a period greater than three consecutive (3) months, each Party will be entitled to suspend or terminate the License without prior court intervention, without incurring any liability towards the other Party by reason of this suspension or termination.

12 APPLICABLE LAW AND COMPETENT JURISDICTION

These Terms and Conditions will in all respects be exclusively governed by and construed in accordance with the laws of Belgium, with exception of any conflict of law rules. The Courts of Ghent (Belgium) will have full and exclusive jurisdiction in all matters related to or arising out of these Terms and Conditions.

ANNEXES

- I. Packages included in the License

ANNEX I -

PACKAGES INCLUDED IN THE LICENSE

LICENSEE recognizes that Packages including software components that have not been developed by LUCEDA, in particular open source software components, can be included in the License.

LICENSEE shall ensure that it complies at all times with the (open source and other) license terms hereof, and confirms that it has duly examined these terms before accepting any Quotation from LUCEDA.

The different Packages included in the License, with their respective licenses issued by third parties, are the following:

- Arrow: Apache 2.0.
- Asn1crypto: MIT.
- Atom: BSD.
- backports: BSD.
- backports_abc: PSF 2.
- backports.functools_lru_cache: MIT.
- backports.shutil.get_terminal_size: MIT.
- binaryornot: BSD.
- bleach: Apache.
- Camfr: Luceda Photonics.
- Caphe: Luceda Photonics.
- certifi: MPL.
- cffi: MIT.
- chardet: LGPL.
- click: BSD 3-clause.
- colorama: BSD 3-clause.
- configparser: MIT.
- cookiecutter: BSD 3-clause.
- cryptography: BSD.
- cycler: BSD 3-clause.
- Cython: Apache 2.0.
- decorator: BSD 3-clause.
- dateutil: BSD.
- docviewer: Luceda Photonics.

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- descartes: BSD.
 - dill: BSD.
 - entrypoints: MIT.
 - enum34: BSD.
 - freetype: FTL.
 - funcsigs: Apache 2.0
 - functools32: PSF.
 - future: MIT.
 - geos: LGPLv2.1.
 - get-tags: Luceda Photonics.
 - h5py: BSD.
 - hdf5: HDF5 (BSD).
 - icc_rt: Intel Simplified Software License.
 - idna: BSD like.
 - intel-openmp: Intel Simplified Software License.
 - ipaddress: PSF.
 - ipkiss: Luceda Photonics.
 - ipkissflow_license_demo: Luceda Photonics.
 - ipkiss-flow: Luceda Photonics.
 - ipkontrol: Luceda Photonics.
 - ipython: BSD.
 - jinja2: BSD.
 - jpeg: Custom free software license.
 - jsonschema: MIT.
 - jupyter_client: BSD.
 - jupyter_core: BSD.
 - libconv: LGPL.
 - libpng: zlib/libpng.
 - libtiff: HPND.
 - libxml2: MIT.
 - libxslt: MIT
 - linecache2: PSF.

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- luceda-docs: Luceda Photonics.
 - libm: LGPL (only Linux).
 - luceda-samples: Luceda Photonics.
 - lxml: BSD.
 - markupsafe: BSD.
 - matplotlib: PSF.
 - mistune: BSD.
 - mkl: Intel Simplified Software License.
 - msys2-conda-epoch: Unspecified.
 - multipledispatch: New BSD.
 - mingw: GPL (only used in stand-alone mode).
 - nbconvert: BSD.
 - nbformat: BSD 3-clause
 - notebook: Modified BSD.
 - numba: BSD 2-clause.
 - numpy: BSD.
 - oascript: Luceda Photonics.
 - olefile: BSD 2-clause.
 - openssl: OpenSSL (Apache).
 - pathlib2: MIT.
 - pickleshare: MIT.
 - pillow: PIL.
 - pip: MIT.
 - poyo: MIT.
 - prompt_toolkit: BSD 3-clause.
 - pycparser: BSD 3-clause.
 - pycsocks: BSD 3-clause.
 - pyopenssl: Apache 2.0.
 - psutil: BSD.
 - pygments: BSD.
 - pyparsing: MIT.
 - pyreadline: BSD.

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- pyreprise: Luceda Photonics.
 - pyside: LGPL.
 - pysvg: BSD-style.
 - python: PSF.
 - python-dateutil: BSD 3-clause.
 - pytz: MIT.
 - pyyaml: MIT.
 - pyzmq: BSD or LGPL.
 - qtconsole: Modified BSD.
 - requests: ISC.
 - scandir: BSD 3-Clause.
 - scipy: BSD.
 - setuptools: PSF.
 - shapely: BSD.
 - simplegeneric: Zope Public.
 - singledispatch: MIT.
 - six: MIT.
 - ssl_match_hostname: PSF.
 - tk: BSD-like.
 - threejs: MIT.
 - tornado: Apache 2.0.
 - traceback2: PSF 2.0
 - traitlets: BSD.
 - unittest2: BSD.
 - unproud_gcc: Luceda Photonics.
 - urllib3: MIT.
 - vc: BSD 3-clause.
 - vs2008_runtime: Proprietary.
 - vs2015_runtime: Proprietary.
 - wcwidth: MIT.
 - wheel: MIT.
 - whichcraft: BSD 3-clause.

- win_inet_pton: Public domain.
- win_unicode_console: MIT.
- wincertstore: PSF 2
- yaml: MIT
- zlib: zlib.
- Packages in main site-packages, not ipkiss3 env:
 - pycosat: MIT.
 - pyyaml: MIT.
 - yaml: MIT.