End User License Agreement [EULA]

THIS END USER LICENSE AGREEMENT ("Software License Agreement") By using the Data Manager Connect software this END USER LICENSE AGREEMENT will enter into effect between **Scope4mation BV, registered at the Dutch Chamber of Commerce with ID number 09145642, having its office in The Netherlands at the current registered address as known at the Dutch Chamber of Commerce,** hereafter referred to as ("Scope4mation"), and a Customer, hereafter referred to as ("Customer") and together referred to as The Parties and each individually as a Party.

1. Definitions

1.1. The term "Installations" shall mean the maximum number of Installations of the Software on a logical or physical computer system.

1.2. The term "Software" means collectively the electronic copy of the computer software, including any third-party software or code provided by a third party, which is included in or with the software known as and identified as Scope4mation "Data Manager" in run-time, object code or Scope4mation "Qixium" as SaaS integration Platform.

1.3. The term "Documentation" means all associated electronic/hard-copy documentation related to the Software.

1.4. The term "*Intellectual Property"* means the Software and its works, including literary works, pictorial, graphic and sculptural works, architectural works, works of visual art, and any other work that may be the subject matter of copyright protection; any word, symbol, configuration or any combination thereof used to identify or distinguish goods and/or services or any other identifiers of goods and/or services that may be subject matter of trademark protection, including all applications and registrations therefor and associated goodwill; advertising and marketing concepts; information; data; formulas; designs; models; drawings; computer programs, including all Documentation, related listings, design specifications, and flowcharts; trade secrets; and any inventions, including all know-how, processes, machines, manufactures and compositions of matter and any other invention that may be the subject matter of patent protection; and all statutory protection obtained or obtainable thereon.

1.5. The term "Customer" for purposes of this Agreement when used throughout the Agreement and all Addenda, Schedules, Amendments or Attachments thereto, the term "Customer" shall include Customer legal entities as applicable, its affiliated companies, provided that any such affiliate is under common control of the Customer legal entity and are explicitly referred to in this EULA. For the purposes of this Agreement, "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity through the majority ownership of voting securities.

1.6. The term "License Key" means a software code file that enables the Software for the functionality the License is granted for. The License Key is time expiring and the Software is based on a subscription term.

1.7. The term "Third Party Software" is defined as software that is not included in the Software and / or is provided to Customer under a separate license agreement with another party; however, such definition does not include third party software provided by Scope4mation as part of the Software licensed herein.

1.8. The term "Software license" means the right to install a copy of the binary compiled version of the software and the right to use the software and the right to use the software administrator documentation and optional user documentation of the software according to the limitation the

software is intended to use for The Client's right of use shall not extend to the software source code. The software source code and the technical documentation produced during the development of the software shall not be made available to the Client under any circumstances, even if the Client is prepared to pay financial compensation for this information.

2. License Grant

2.1 License.
Subject to the terms and conditions of this Software License Agreement and Customer's payment of the fee(s) according to the invoice for the ("License Fee"), Scope4mation grants Customer a subscription based, nontransferable, non-exclusive license to (i) install the software on the system(s) that the license is granted for, use the Software and the Documentation at the location(s) ("Installation Address") or when applicable (ii) use the software via Scope4mation SaaS environment.

2.2 Installations.
The Authorized number of Installations of the Software, according to the invoice of the Software, may be increased only by paying an additional license fee. An Authorized Installation may be removed from a system and replaced by an Authorized Installation of the Software on another System. In all circumstances a valid and legally acquired License Key needs to be provided by Scope4mation. If a License Key is used as replacement of an original License Key, the original License Key may not be used after a replacement. (In example, a system is replaced due to a defect and a new system replaces the original system using the license.)

2.3 Restrictions.
Except as set forth herein, Customer shall not: (1) use or run the Software, except in strict accordance with the terms and conditions of this Software License Agreement; (2) copy any part of the Software; (3) distribute, rent, lease, sublicense or publicly display any portion of the Software; (4) modify or prepare derivative works of the Software; (5), or use of the Software in any other way other than for Customer's own business purposes; or (6) decode, decompile, disassemble or otherwise reverse engineer the Software. The Software may be transferred to CPU or server(s) of like configuration, equal to or lessor size or grouping, or the designated servers may be transferred to another location in the Customer's organization, without charge or fees, by providing written notification to Scope4mation prior to such transfer indicating the server model, serial number and physical location of the server. In such events the license key needs to be replaced as set forth in paragraph 2.2

3. Deliverables

3.1 Software.
Scope4mation shall provide Customer, in case of Installations as set forth in article 2.2 of this agreement, one (1) executable copy of the Software and when applicable a certain number of copies of the Documentation. Customer shall not copy the Software (except for one archival copy for back up purposes only) or the Documentation. Customer may (temporarily) use the licensed Software at other than the designated site or on the designated CPU during emergency situations, disaster recovery, or disaster recovery tests only if a valid License for disaster recovery or test purposes has been purchased and a valid License Key has been acquired. Immediately following any period of emergency use or test, all reproduction copies of the licensed Software at the emergency use site will be destroyed or returned to the authorized site or backup archival center, or in case of Software made available by Scope4mation in SaaS, use the Software and Documentation as set forth in Article 2 of this agreement, for the purpose and within the boundaries the Software is intended and Licensed for. Additionally, Customer, for its own benefit, may engage certain third party agents to act as agent on its behalf and have access to the and use of the Software provided under this Agreement for the sole purpose of performing work on behalf, including, but not limited to outsourcing of data processing functions, facilities management, systems integration and development, etc.)of the Customer; such access is hereby granted free of any additional

fees or charges. For purposes of this License, third party agents are defined as contractors who are working directly for Customer for the purpose of performing work on behalf of Customer and are bound by signed statements of confidentially and nondisclosure. However, use of the Software for other than the Customer's service, under this access or for any other purpose by the third-party agents is prohibited. Scope4mation recognizes Customer is in the business of providing on-line direct and indirect access and batch services to its customers, and the provision of such services and the generation of revenue form such services, does not violate the license use granted in this Agreement and is not considered service bureau use or timesharing.

3.2 Hardware.

Unless otherwise agreed between the parties in writing, Customer shall be responsible for the purchase or lease, installation, testing and maintenance of adequate hardware and an adequate network connection. Unless otherwise agreed by the parties in writing, Customer shall be solely responsible for hardware and network including maintenance, including periodic inspections, adjustments, and repair. Scope4mation is not responsible for failure of the Software to function as warranted herein caused by inadequate or defective hardware and or network connection.

3.3 Operating systems and other required software.

Unless otherwise agreed between the parties in writing, Customer shall be responsible for the purchase or lease, installation, configuration, testing and maintenance of adequate operating system and other third party software required by the Software to operate. Unless otherwise agreed by the parties in writing, Customer shall be solely responsible for operating system and third-party software maintenance, including periodic inspections, adjustments, and updates as well as third party security software as well as virus scanner software. Scope4mation is not responsible for failure of the Software to function as warranted herein caused by inadequate or improper installation, configuration or maintenance of operating system or other third party software required for the Software.

4. Payments

This Software License Agreement, including rights, responsibilities and liabilities as set forth in this agreement, shall not commence until Customer pays all License / Subscription Fees applicable to the Software.

5. Software Ownership and Rights

Scope4mation represents and warrants that it has the right to grant Customer a license for the use of the Software and the Documentation as set forth herein. Customer understands and agrees that its use of the Software may involve or require the utilization of third-party software and related software applications (defined in Section 1 as "Third Party Software"); such Third-Party Software shall be licensed directly by Customer. Customer is responsible, at its sole expense, for determining, prior to using the Software, what Third Party Software may be utilized or required by its proposed use of the Software.Further, Customer is responsible for obtaining all necessary licenses and/or permission (including without limitation the appropriate number of seat licenses) from the provider of the Third-Party Software to use any such Third-Party Software that may be used in conjunction with the Software. In addition, Customer understands and agrees that Customer is solely responsible for paying all license fees and charges and/or other costs relating to use of any Third-Party software with the Software and that Scope4mation bears no responsibility for any such fees, charges and/or costs. Customer represents and warrants that Customer owns and/or has properly obtained a valid license or other permission from the provider or Scope4mation of the Third-Party Software to use any additional software, including without limitation any Third-Party Software that may be used when Customer runs and/or uses the Software.

6. Title to Software and Confidentiality

6.1 Title to Software.

The Software and Documentation are licensed (not sold) to Customer. Scope4mation, which licenses the Software to Scope4mation for sublicense to Customer, retains all rights, title, and ownership of the Software, Documentation all related Intellectual Property and all subsequent full or partial copies, enhancements, modifications, and other derivatives of the Software. Except as set forth herein, Customer shall not sell, transfer, publish, disclose, display, or otherwise make available the Software, the Documentation, or copies thereof to others. Customer agrees to secure and protect the Software, the Documentation, and copies thereof in a manner consistent with the maintenance of Scope4mation's rights therein and to take appropriate action, including by instruction or agreement with its employees or consultants who are permitted access to the Software, to satisfy its obligations hereunder. Where applicable any and in case copies made by the Customer of the Software and other programs developed hereunder, including translations, compilations, and partial copies with modifications and updated works, are the property of Scope4mation. Customer agrees to place proper notice of copyright on all copies of the Software and Documentation as Scope4mation may request.

6.2 Confidential Information.

Customer acknowledges that this Software License Agreement creates a confidential relationship between Customer and Scope4mation. That confidential relationship is the basis on which Scope4mation has disclosed and may in the future disclose commercially valuable, proprietary, confidential information pertaining to the Software provided under this Software License Agreement and potentially some of such information that Scope4mation holds as a trade secret. The Software (including, but not limited to the existence and development status of the Software, the functionality of the Software, the appearance, content and flow of the Software's screens and user interfaces, the method and pattern of user interaction with the Software, and the content of the Documentation), all related Intellectual Property, and any of the terms of this Software License Agreement, including any optional exhibits and schedules, constitutes proprietary trade secret information owned solely by Scope4mation (collectively, "Confidential Information"). Customer will keep in strict secrecy and confidence all Confidential Information, including but not limited to any and all information (whether in print, in electronic media, including on computer disks or tapes, or in any other media, and whether internally generated or used by Scope4mation under contract with a third party) that Customer obtains under this Software License Agreement, and which has not been publicly disclosed and is not a matter of common knowledge in the areas of business in which Scope4mation is engaged, including, but not limited to the Software, any of the Software's documentation or other information provided for this evaluation, computer programs, including source code and object code, computer interfaces or interface mechanisms, and processes (any such information shall be included in the definition of the term "Confidential Information").

6.3 Restrictions.

Except as provide herein, Customer agrees that Customer will not, without the express prior written consent of Scope4mation, (a) use the Confidential Information other than to use the Software as authorized by this Software License Agreement; (b) disclose any Confidential Information to any third party or (c) fail to use best efforts to safeguard the Confidential Information from unauthorized use, copying, or disclosure. Customer shall take all reasonable precautions to prevent inadvertent disclosure of the Software, including all trade secrets and Confidential Information contained therein or associated herewith.

6.4 Remedies.

The obligations of this Section shall survive this Software License Agreement without limitation in duration. Violation of any provision of this paragraph shall be the basis for immediate termination of this Software License Agreement and the license(s) granted herein. In addition, in the event of a breach of the foregoing confidentiality provisions in this Section 6, damages to be suffered by Scope4mation will not be fully compensable in money damages alone, and accordingly, Scope4mation or the third-party owner of the Confidential Information will, in addition to other available legal or equitable remedies, be entitled to seek an injunction against such breach or threatened breach.

7. Warranty

7.1 Limited Warranty

Scope4mation represents and warrants that it has the necessary rights to grant the licenses under this Agreement and that at the time Customer installs the Software, it will be free from defects. Scope4mation software is only made available based on annual subscription with a minimum of three (3) years contract term, unless agreed otherwise in writing, and includes software maintenance and support of the Software during the subscription term based on the Software License to Use. Scope4mation makes no warranty or representation that the Software will be bug or error free, or, except as may be stipulated in the published specifications, that use of the Software will achieve any particular result(s). Customer must notify Scope4mation in writing, (iii) within one (1) month of its acceptance of the Software of its claim of any alleged defect during the subscription period based on the Software License to Use. If Scope4mation determines that the Software is in fact defective, its sole obligation under this warranty is to remedy such defect in a manner consistent with its regular business practices and as stated under the Support and Maintenance Agreement. If Scope4mation is unable to remedy such defect within a reasonable period of time, Scope4mation may terminate the license granted hereunder by written notice to Customer, in which event Customer shall be entitled to a refund of the applicable Subscription Fees Customer has paid for the Software it has received. In the event third party software that the Software is used for to communicate with and or integrates with and or exchanges information with, is modified, after initial successful delivery of the Software, in such a way that it effects proper functionality, Scope4mation is not responsible for third party changes and the effects this may have on the proper functionality. Scope4mation will however use its best efforts to remedy the issue at the cost of Customer. If Scope4mation is not able to remedy the issue within a reasonable period of time, the Customer may terminate the subscription early per the next anniversary of the Subscription in which case no refund of already paid subscription fees are applicable.

7.2 Conditions

This warranty shall become void if the Software is used in any way other than authorized, is used with inadequate or defective hardware, is modified without authorization, is installed improperly by other than Scope4mation, is serviced by other than Scope4mation, or is used in violation of this Agreement.

7.3 warranty disclaimer

Except for the limited express warranty stated in section 7.1, this software is provided "as is with all faults", and the entire risk as to satisfactory quality, performance, accuracy, and effort is with the customer. In addition, scope4mation disclaims all other warranties, express or implied, including all warranties of merchantability and fitness for a particular purpose. Also, there is no warranty against interference with customer's enjoyment of the information. In addition, no warranty is made regarding the results of the software, that all errors in the software will be corrected, or that the software's functionality will meet customer's requirements. Customer agrees that it shall have the sole responsibility for protecting its data used in connection with the software. With the exception of delivery of the software via scope4mation SaaS environment, customer acknowledges its responsibility to (a) regularly back-up data maintained on any computer system using the software, and (b) adequately test prior to deployment each production version of the software in a configuration which reasonably simulates customer's planned environment.

7.4 limitation of liability.

Customer agrees that scope4mation shall have no liability with respect to its obligations under this software license agreement for any indirect, consequential, exemplary, incidental, special, punitive damages or lost profits or savings, even if it has been advised of the possibility of such damages.
Customer understands and agrees that scope4mation is not engaged, and does not purport to be engaged, in customer's business or operations and customer assumes all responsibilities and obligations with respect to any decision customer makes or action customer may take as a result of customer's use of the software. The limitations of warranties, liabilities and remedies under this software license agreement are a reflection of the risks assumed by the parties in order to obtain the software at the specified license fee. Customer

agrees to assume the risk for: (i) all liabilities disclaimed by scope4mation contained herein and (ii) all alleged damages in excess of the amount of the remedy provided hereunder. The essential purpose of the limited remedy provided customer hereunder is to allocate the risks as provided above.

7.5 limitation of remedies
Except for claims of intellectual property infringement, customer agrees that scope4mation liability in connection with the software, whether arising in contract, negligence, strict liability, tort, or otherwise shall not exceed the amount paid by customer to scope4mation for the software or in case of software subscriptions shall not exceed the amount paid by the customer for the software subscription per year.

7.6 Additional Limitations
Scope4mation shall have no responsibility with respect to fixes, upgrades or enhancements by Customer or third-party vendors unless provide by Scope4mation.

8. Indemnity

8.1 Indemnification of Customer
Subject to Section 8.3 below and provided that Customer notifies Scope4mation promptly of any such claim, Scope4mation will indemnify Customer and hold Customer harmless against any claim, judgment, damages or expenses (including reasonable attorneys fees) arising from a third-party claim that the Software as used by Customer in strict accordance with this Software License Agreement violates a third party's Intellectual Property rights. Scope4mation will have the right to control the defense and settlement of any such claims and in no event shall Customer settle any claim without the prior written consent of Scope4mation. This indemnity will not apply and will automatically terminate if Customer commits any of the prohibited acts as set out in Section 2.3 above and such act is the basis for the claim.

8.2 Claim of Infringement
If, as a result of any claim of infringement against any patent, trademark, copyright, license or other property right, Scope4mation is enjoined from using the Software, or if Scope4mation believes that the Software is likely to become the subject of a claim of infringement, Scope4mation, at its option and expense, may procure the right for Customer to continue to use the Software, or replace or modify the Software so as to make it non-infringing. If neither of these two options is reasonably practicable Scope4mation may discontinue the license granted herein on thirty (30) days written notice and refund to Customer the unamortized portion of the most recently paid license fees hereunder (based on refunds of the not used part of a subscription based time expiring Software License). The foregoing Section 7.5, 8.1 and this Section 8.2 states the entire liability of Scope4mation with respect to infringement of any copyrights, patents or other rights by the Software or any parts thereof.

8.3 Exceptions
Notwithstanding anything to the contrary in this Software License Agreement, Scope4mation shall not be liable hereunder if any infringement or violation claim is based solely upon the use of the Software in combination with programs, equipment or devices not of Scope4mation origin design or selection, unless such use is approved by Scope4mation.

9. Termination

Either party shall have the right to terminate this Software License Agreement and the license(s) granted pursuant to this Software License Agreement as set forth herein:

9.1 Software License Agreement Violation
Upon thirty (30) days' written notice in the event that the other party, its officers, employees, agents or contractors violate any provision of this Software License Agreement provided such violation has not been cured within the above time period.

9.2 Right of Immediate Termination

Scope4mation may terminate this Software License Agreement immediately in the event the Customer: (i) terminates or suspends its business; (ii) becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute; (iii) becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority; or iv) violates the provisions of Section 6 or otherwise infringes Scope4mation' Intellectual Property.

9.3 Effects of Termination

Upon termination of this Software License Agreement, Scope4mation may take immediate possession of the Software and Documentation and all copies wherever located, without further demand or notice. Within five (5) days after termination of the Software License Agreement, Customer agrees to (i) return to Scope4mation all copies of the Software and Documentation and related Intellectual Property, including any copies of computer programs on any electronic, magnetic or other storage media and any written materials in whatever format, whether electronic or copy format, and (ii) permanently delete from all computer systems, personal digital assistants, and any other digital or computer equipment, all copies of the Software and related Intellectual Property. Upon request, Customer shall certify in writing, signed by an officer of Customer that it has complied with the requirements of this paragraph. Termination under this section shall not relieve either party of its obligations regarding any surviving provisions of this Software License Agreement.

9.4 Payment

Payments are due net thirty (30) days of invoice receipt date, unless agreed explicitly otherwise in writing between The Parties such as by specific condition agreed in a binding quote by Scope4mation to the Customer and unless not overruled by Dutch legislation.

9.5 Electronic Regulation of Performance

Customer agrees that in order to prevent a use of the Software that is inconsistent with the license use granted under this Software License Agreement, Scope4mation may place an automatic restraint in the Software that would prevent the Software from being used after the expiration of the Software License Agreement or authorized number of uses. Scope4mation agrees it will not, via electronic or other means, insert, use, provide or cause any code to be in the Software or Product that could be used by Scope4mation to intentionally disable or prevent the Product from being used by Customer in order to enforce a dispute.

10. Taxes

Customer shall, in addition to the other amounts payable under this Software License Agreement, pay all sales and other taxes, federal, state, or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Software License Agreement. Customer shall be responsible for the direct payment of all sales taxes imposed by any domestic jurisdictions. Without limiting the foregoing, Customer shall promptly pay to Scope4mation an amount equal to any such items actually paid, or required to be collected or paid by Scope4mation. Customer shall not be responsible and will not pay for any taxes based upon Scope4mation gross or net income.

11. Support and Services

11.1 Initial and Extended Support and Maintenance.

Scope4mation may provide support and maintenance services and/or modifications, upgrades and customizations of the Software pursuant to a " Scope4mation Service Level Agreement" as published on our website: https://info.scope4mation.com/#support or as explicitly agreed in writing otherwise.
In the event that Scope4mation provides any such services, Customer agrees, where applicable, to pay for such services pursuant to the terms of Support and Maintenance Agreement, except for any limited warranty period otherwise stated in Section 7.1 of this Agreement. No part of the License Fee relates to,

and Scope4mation shall have no obligation by virtue of this Software License Agreement to provide, maintenance and support services related to the Software or to provide modifications, upgrades or customizations of the Software, except as provided for in the Service Level Agreement. Scope4mation has the right to decide at its sole discretion to appoint other parties to provide Initial and Extended support and Maintenance. Unless indicated otherwise first line support services will be executed by Scope4mation or an appointed support partner. This may change without prior notice in the future. In such event Scope4mation will make these services available with at least a similar service level and will take over the obligations till the extent of the Scope4mation Software Support and maintenance levels agreed upon and as paid for.

11.2   Additional Services.

Upon request by Customer, Scope4mation will provide additional services under a separate agreement (hereinafter "Additional Services") requested by Customer at a mutually agreeable time and location based upon Scope4mation's then current rates and mutually agreeable terms. The specific Additional Services Scope4mation will perform, as well as the fees and any expense reimbursement to which Scope4mation will be entitled, shall be set forth in a separate agreement and Scope4mation has the right to decide at its sole discretion to appoint other parties to provide these services.

12. General Provisions

12.1 Notices.

The Parties hereto specifically agree that notices relating to this Software License Agreement may be sent by certified mail, return receipt requested or commercial overnight delivery service and shall be deemed received when transmitted upon receipt of a automatically-generated confirmation by the sender. The parties hereto further specifically agree that each shall be entitled to rely upon a signature appearing on a scanned letter of an email transmission as if it were an original signature.

12.2 Assignment.

All licenses and rights granted to Customer hereunder shall not be transferable or assignable by Customer, in whole or in part, whether voluntarily or by operation of law, without Scope4mation's prior written consent, which shall not be unreasonably withheld. This Software License Agreement shall be binding upon, and inure to the benefit of and be enforceable by, the parties and their respective successors and permitted assigns.

12.3 Complete Agreement, Amendment.

This Software License Agreement and the "Support and Maintenance Agreement" set forth the entire understanding of the parties with respect to the subject matter hereto. It supersedes and replaces all other understandings or representations, oral or written, including but not limited to any previous or prior agreements pertaining to the Software which have been entered into by the parties. Any amendment to this Software License Agreement must be in writing and signed by both parties. The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

12.4 Waiver.

The waiver or failure of Scope4mation to exercise in any respect any right provided for in this Software License Agreement shall not be deemed a waiver of any further right under this Software License Agreement.

12.5 Severability.

If any provision of this Software License Agreement is invalid, illegal or unenforceable under any applicable statute or law, it is to that extent to be deemed omitted. The remainder of the Software License Agreement shall be valid and enforceable to the maximum extent possible.

12.6 Governing Law.
The agreements between Scope4mation and Customer shall be governed by Dutch law. The applicability of the Convention on Contracts for the International Sale of Goods 1980 is excluded.

12.7 Time Limitation on Initiation of Actions.
Except for claims involving intellectual property infringement, no action, regardless of form, arising out of the subject matter of this Software License Agreement may be brought by Customer more than one (1) year after the cause of action has arisen.

12.8 Further Assurances.
Both parties will promptly execute and deliver to each other such further documents and take such further action as either may reasonably request in order to more effectively carry out the intent and purpose of this Software License Agreement.

12.9 Export Control - United States of America.
Customer covenants to Scope4mation that Customer shall not knowingly transfer, directly or indirectly, any restricted Software or technical data when received in the United States of America from Scope4mation, or the direct product of such data, or any Scope4mation's Intellectual Property, to any person or county outside of the United States of America.

12.10 Survival.
The rights and obligations of both parties, which by their nature would continue beyond the termination or transfer of this Software License Agreement will so survive, including without limitation, the provisions of Sections 2.3, 5, 6, 7, 8, 9.3, 9.4, 12.6, 12.7, 12.8, 12.10, and 12.18.

12.12 Relationship of the Parties.
The parties hereto are independent businesses, and nothing in this Software License Agreement or the conduct of the parties pursuant hereto shall establish, or be construed to establish, a relationship of principal/agent, franchisor/franchisee, employer/ employee, master/servant, or otherwise.

12.13 Force Majeure.
Neither party shall be in breach of this Software License Agreement or responsible for damages caused by delay or failure to perform in full or in part its obligations hereunder, provided that there is a due diligence in attempted performance under the circumstances and that such delay or failure is due to one of the following events of force majeure: fire, earthquake, unusually severe weather, strikes, government sanctioned embargo, flood, act of God, war, act of any public authority or sovereign government, civil disorder, delay or delay of destruction caused by public carrier, or any other circumstance substantially beyond the control of the party to be charged, and which cannot be reasonably forecast or prevented.

12.14 Exhibits.
Any exhibits and schedules annexed hereto are expressly made a part of this Software License Agreement, as fully as though completely set forth herein, and all references to this Software License Agreement herein or in any of such exhibits or schedules shall be deemed to refer to, and all such exhibits or schedules.

12.15 Government Use (Applicable for U.S only).
If any license described herein is acquired under a U.S. Government contract, the Government acknowledges the Software to be "commercial computer software", subject to restricted rights (including, where applicable, Scope4mation's customary license rights) on use, duplication or disclosure by the U.S. Government as set forth in subparagraphs (b)(3)(ii) and (c)(1)(ii) of 252.227-7013 of the DFARS for the Department of Defense contracts, 18-52.227-19 of the NASA Supplement to the FAR for NASA contracts, and 52-227-14 and 52.227-19 of the FAR for other agency contracts. All technical data relating to Software is subject to limited rights so long as this Software License Agreement is in effect. Scope4mation reserves all unpublished rights under U.S. copyright laws. Contractor/Manufacturer is Scope4mation.

12.16. Governing Language.

The governing language for this Agreement shall be English. Customer agrees to correspond either in English or in Dutch and/or provide English of Dutch versions of its documents, unless explicitly agreed otherwise, inwriting. In case of legal correspondence and / or lawsuits, the governing language is Dutch.

12.17. Monetary References.

All prices referenced in this Software License Agreement and in any exhibit, amendment and/or addendum hereto are to Euro's, and Customer agrees to pay all fees and reimbursable expenses to Scope4mation in Euro's

12.18 Scope4mation Name.

Without Scope4mation's prior written approval, Customer will not publish or use any advertising, sales promotion or publicity matter relating to services, equipment, materials, products and reports furnished by Customer wherein the names of Scope4mation or its products or marks are mentioned or their identity implied.

Without Customer's prior written approval, Scope4mation will not publish or use any advertising, sales promotion or publicity matter relating to services, equipment, materials, products and reports furnished by Scope4mation wherein the names of Customer or its products or marks are mentioned or their identity implied.