TERMS FOR GRANT OF "VISURE REQUIREMENTS ALM Platform" SOFTWARE LICENSES TO END USERS

"END USER LICENSE AGREEMENT FOR VISURE REQUIREMENTS ALM SOFTWARE"

IMPORTANT - READ CAREFULLY: This End User Licence Agreement ("EULA") is a legal agreement between YOU as Licensee and Visure Solutions, Inc. for the use of SOFTWARE PRODUCTS, as defined below. By installing, copying, or otherwise using the SOFTWARE PRODUCTS, YOU agree to be bound by the terms and conditions contained in this EULA. If YOU do not agree to all terms and conditions contained in this EULA, you may not install or use the SOFTWARE PRODUCTS. Also, if you do not agree to all of these terms and conditions, then you must promptly return the SOFTWARE to the place of business from which you obtained it in accordance with any return policies of such place of business. Return policies may vary between or among resellers, and you must comply with your particular reseller's return policies as agreed at the point of purchase.

DEFINITIONS

In this End User Licence Agreement,

"EULA" shall mean this End User Licence Agreement

"LICENSER" shall mean Visure Solutions, Inc.

"LICENSEE" shall mean YOURSELF or the organisation (if any) on whose behalf YOU are accepting the EULA.

"SOFTWARE PRODUCTS" or "SOFTWARE" or "PRODUCTS" shall mean VISURE REQUIREMENTS ALM Platform, Requirements Management and Engineering tool, and any other products or components licensed by LICENSER. The term "SOFTWARE" includes, to the extent provided by Visure Solutions Inc. 1) any revisions, updates and/or upgrades thereto; 2) any data, image or executable files, databases, data engines, computer software, or similar items customarily used or distributed with computer software products; 3) anything in any form whatsoever intended to be used with or in conjunction with the SOFTWARE; and 4) any associated media, documentation (including physical, electronic and on-line) and printed materials (the "Documentation").

"Trial edition of VISURE REQUIREMENTS" shall mean the edition of the SOFTWARE PRODUCTS, which is available free of charge for evaluation purposes for a period of 15 days.

1. **License Grant and and Restrictions**

1.1. Solely during the license term set forth in the Purchase Order, the LICENSER grants the LICENSEE a non-exclusive, non-transferable licence to use the SOFTWARE PRODUCTS listed therein and under the terms thereof.
1.2. By virtue of accepting the terms and conditions established in this EULA the LICENSEE does not acquire any ownership of copyright or other intellectual property rights in any part of the SOFTWARE PRODUCTS. The LICENSEE is only entitled to use the SOFTWARE PRODUCTS in accordance with the terms and conditions set forth in this EULA.
1.3. By using the SOFTWARE PRODUCTS, The LICENSEE agrees to accept the terms and conditions established in this EULA.
1.4. The grant of any licence hereunder shall only become effective from the moment when the LICENSER issues an invoice for the total price of the Licence(s). Upon payment of the licence fee, The LICENSEE will be sent details on where to download the registered edition of the SOFTWARE PRODUCTS and will be provided by email with the suitable permanent software 'key'.
1.5. The LICENSEE may use the PRODUCTS solely to serve its internal needs; it is prohibited to (a) assign, give, or transfer the right to use the PRODUCTS and/or any services ordered or an interest in them to another individual or entity. (b) LICENSEE must not offer timesharing, service bureau, subscription service, or rental use of the PRODUCTS; or (c) title to the PRODUCTS from passing to the End-User or any other party.
1.6. The LICENSEE is not allowed to publish test results of the PRODUCTS without the LICENSER's written permission.
1.7. The LICENSEE is required to comply fully with all import laws and regulations of the United States and other applicable import and export laws to assure that the PRODUCTS are not exported, directly or indirectly, in violation of applicable laws.

2. **Evaluation License**

2.1. The Trial edition of VISURE REQUIREMENTS is not free software, but a free-of-charge edition of the SOFTWARE PRODUCTS, which is available for testing purposes only. Consequently, the liabilities of the LICENSER shall be limited as indicated below. If the LICENSEE is using a Trial version or evaluation copy, then any granted Licence shall be limited as follows:
   - On request, and at the LICENSER discretion, The LICENSEE will be provided without charge with a temporary key and will be licensed to use the SOFTWARE for a period of fifteen (15) days (the "Evaluation Period") for evaluation purposes only;
   - Upon completion of the Evaluation Period, The LICENSEE shall either i) delete the SOFTWARE from the computer, where it has been installed, or The LICENSEE may ii) contact the LICENSER or one of its authorized dealers to purchase a license of the SOFTWARE, which is subject to the terms and limitations contained herein.
2.2. Unregistered use of the SOFTWARE PRODUCTS after the Evaluation Period is in violation of American and international conventions on copyright law.
2.3. The LICENSER may extend the evaluation period on request and at their only discretion.

3. Changes to the usage specifications and/or the product.

3.1 The LICENSEE may use the Products under the specifications and for the duration stipulated in the Purchase Order solely and exclusively within the territory / market segment stated therein. Any changes or alterations to the specifications stipulated in the Purchase Order without the express consent from the LICENSEE are strictly prohibited.

3.2 The Products shall only be used in the CPUs, where they have been initially installed. Notwithstanding the above, the LICENSEE may temporarily transfer the Products to another CPU should the originally allocated one have suffered damages and, as a result, be inoperable due to faults, start of a computer disaster recovery programme or preventive maintenance. The LICENSEE shall always notify the LICENSER in writing before conducting any of the above.

3.3 The LICENSEE may not customise, modify, decompile, disassemble or perform reverse engineering on the Products included herein or on any part thereof, not even for maintenance or improvement purposes. Likewise, he may not remove any component parts of the Products in order to use them in more than one CPU. Any customisations or modifications of the Product by the LICENSEE or by a third party shall relieve the LICENSER from any obligation derived from said actions, and they shall constitute sufficient cause to terminate this agreement. All of the above does not affect any other legal actions to which the LICENSER may be entitled in order to protect his rights and interests.

4. Products' Ownership

4.1. Any rights on the Products, partial or full copies thereof, as well as any related documents provided by the LICENSER, are and shall always be the exclusive property of the LICENSER.

4.2. The LICENSEE agrees not to sell, resale, lease, sublease or reproduce, copy, or transfer in any way, whether totally or partially, the Products herein.

4.3. The LICENSER shall remain the sole proprietor of the ownership, royalties and all copyrights and patent rights on the Products. The SOFTWARE PRODUCTS are protected by copyrights as well as by the applicable International Copyright Laws and Treaties.

4.4. No right whatsoever concerning the usage, modification, licence or any other type of exploitation of any of the brands, trade names, logos, websites, domain names, or any other Patent Rights which may be the property of the LICENSER, are hereby granted.

4.5. Specifically, The LICENSEE is not licensed nor authorized to develop the SOFTWARE PRODUCTS or to create new versions of the same. Updates and upgrades to the SOFTWARE may be provided by the LICENSER from time-to-time upon the terms and conditions offered at each time. The LICENSER may provide updates and upgrades to the SOFTWARE for free or for any charge and through its chosen manner of access and distribution, all in the LICENSER's sole discretion.

4.6. The SOFTWARE PRODUCTS could be distributed with certain independent code that is licensed under the GNU Library General Public License and/or other open source licenses, licensed to LICENSEE in accordance with the applicable open source licenses.

5. Personal data processing and protection.

5.1. The LICENSER will scrupulously respect the confidentiality of the personal data submitted by the LICENSEE, as well as any measures necessary for their processing according to the observance of the regulations in force on the protection of data.

5.2. The personal data that the LICENSEE provides to the LICENSER will be processed by Visure Solutions, Inc. (100 Pine Street, San Francisco 94111, CA) and its subsidiaries, in order to use them for the maintenance of the business relationship between the LICENSER and the LICENSEE and to inform the latter of future products, that affect the development of the LICENSER.

5.3. If the LICENSEE wishes to exercise his/her access, rectification, cancellation and opposition rights, he/she will have to contact in writing the LICENSER at the abovementioned address enclosing his/her identity card or passport.

6. Guarantee

6.1. The LICENSER guarantees, for a period of ninety (90) days, or where appropriate for the minimum legal period established by the imperative regulations applicable in each case, that each Product shall perform substantially in accordance with its User Manual, as long as it is used in accordance with the technical and operational specifications of said User Manual.

6.2. The SOFTWARE is delivered on an "AS IS" basis. LICENSER does not guarantee that the Product will operate without interruption or that it will meet the LICENSEE's expectations or commercial necessities. If the Product contains errors, the LICENSER will act in accordance with the provisions of the legislation applicable at each moment.

6.3. The previous guarantee will not be applicable in the following cases:
- When the product/s has/have not been used according to the instructions specified in the User Manual.
- When the initial configuration, requirements or specifications that appear in the User Manual have been modified.
- When the LICENSEE's equipment or main accessories do not work properly due to causes that cannot be attributed to the LICENSER.
- When the software installed in the equipment in which the SOFTWARE PRODUCTS are to be used is not original or has operational dysfunctions, or is incompatible with the SOFTWARE PRODUCTS.
- When the SOFTWARE PRODUCTS have been damaged, whatever the cause, by the LICENSEE's software or hardware.

6.4. The LICENSER expressly states, and the LICENSEE accepts, that he/she will not assume any responsibility or obligation other that those specifically described in this Contract, those that may apply according to the legislation that is of imperative application, or those that may have been agreed upon expressly and individually with each LICENSEE.

7. Limitation of liability.

7.1. Both parties agree and state that in no case the LICENSER nor any of the members of his/her business group, officers, agents, employees or contractors or independent personnel will be held, nor be expected to be held liable for:
- Loss of benefits, income or clients, loss or waste of the organisation time of other employees (whether directly or indirectly);
- Loss or destruction of data (whether directly or indirectly)

- Any indirect, special, incidental or general loss or damage, no matter how it is caused, even if the provider has been informed of the loss or damage risk and even if the LICENSER or the LICENSEE has been informed of the possibility of such loss or damage, whether it is due to negligence, a minor fault, breach of contract or anything else
- The LICENSER will not be held liable for any defect, anomaly or error in the VISURE REQUIREMENTS ALM Platform product operation.

Specifically, LICENSER shall not be deemed as liable in cases of direct or indirect, incidental or consequential damages when the Trial Edition of VISURE REQUIREMENTS ALM Platform is downloaded through the Internet for trial purposes. In this case, LICENSEE or subscriber of the Trial Edition of VISURE REQUIREMENTS ALM Platform downloads the SOFTWARE PRODUCTS at his/her own risk and only for trial purposes.

7.2. The terms of this Contract include the totality of the obligations and responsibilities of the LICENSER regarding the licensed Product, the documents related thereof and the Service provided. Therefore, the terms stated in this contract replace any other guarantee, condition, term, agreement and obligation, either express or implicit, imposed by law, by consensus, by habit, commercial custom or in any other way and, especially, the guarantees of quality and adaptation to a specific purpose, of diligence and/or reasonable ability, all of which are expressly excluded insofar as it is permitted by the applicable imperative law.

7.3. Subject to what is stated previously, both parties expressly agree to establish the maximum liability limit of the LICENSER derived from this contract or in relation therewith, for any concepts, whether it is contractual or non-contractual fault, negligence or punitive compensations or of any other nature, at an amount equal to the sum received by the LICENSER from the LICENSEE derived from the purchase of the corresponding Licence/s object of the complaint.

8. Conflict resolution

8.1. The present contract and the rights and obligations deriving therefrom will be governed by the provisions of the Laws of California, the United States of America in force at the acceptance of the present document.

8.2. In order to verify usage compliancy to this EULA and the amount and purpose of licenses purchased, rented or subscribed, the LICENSER is permitted to audit the End-User's use of the Software and report such use to LICENSER and LICENSER's partners. The LICENSER may assign the right to audit to a third party.

8.3. Any dispute, conflict and/or discrepancy that may arise or related in some way to the present Contract shall be settled through arbitration in the appropriate local State or Federal courts of the United States of America, and each of the parties hereto consents to arbitration and venue in such courts and waive any right to object on the basis of inconvenient forum.

8.4. The LICENSER and the LICENSEE expressly accept this clause and agree to submit to arbitration and to comply entirely with the provisions of the decision, putting an end to the conflict.

9. Language

9.1. The parties hereto confirm that it is their wish that these Conditions as well as other documents relating hereto have been and shall be drawn up in English only. This English version shall be valid and enforceable between the parties and both of them understand entirely any and all of its clauses.

10. Miscellaneous

10.1. Likewise, both parties agree that, in case any clause and/or mention of this agreement was declared null or annullable by a competent person or entity to do so in accordance with the applicable legislation in force at each moment, and as long as these clauses are not of an essential nature for the present agreement, the rest of the clauses and provisions of the present agreement will remain in force and will be applicable in the terms established in this agreement.

10.2. This EULA (including any addendum or amendment to this EULA included with the SOFTWARE) is the final, complete and exclusive statement of the entire agreement between the LICENSEE and the LICENSER relating to the SOFTWARE. This EULA supersedes any prior and contemporaneous proposals, quotations, purchase orders, advertisements, and all other communications in relation to the subject matter of this EULA, whether oral or written. No terms or conditions, other than those contained in this EULA, and no other understanding or agreement which in any way modifies these terms and conditions, shall be binding upon the parties unless entered into in writing executed between the parties, or by other non-oral manner of agreement whereby the parties objectively and definitively act in a manner to be bound (such as by continuing with an installation of the SOFTWARE, "clicking-through" a questionnaire, etc.) Employees, agents and other representatives of the LICENSER are not permitted to orally modify this EULA.

11. Termination

11.1. Notwithstanding Clause 1 above, the LICENSER may terminate this EULA if The LICENSEE fails to comply with the terms and conditions established hereunder. Upon termination, the LICENSEE or the LICENSEE representative shall destroy all copies of the SOFTWARE PRODUCTS and all of its component parts or otherwise return or dispose of such material in the manner directed by the LICENSER.

11.2. The LICENSEE agrees to indemnify, hold harmless, and defend the LICENSER and its suppliers and resellers from and against any and all claims or lawsuits, including attorney's fees, which arise out of or result from your breach of any of the terms and conditions of this EULA.

11.3. The LICENSEE is required to discontinue use of the SOFTWARE PRODUCTS at the termination of the agreement or the grant period.

12. Use of Customer Name

12.1. Customer agrees that the LICENSER and his authorized Partners may use Customer's name and logo in advertisements, other promotional material and the LICENSER'S website. This clause is not applicable when using the Trial edition of VISURE REQUIREMENTS ALM Platform.