

Software Licence Agreement

PARTIES

[[INDIVIDUAL NAME] of [address]] OR [[COMPANY NAME], a company incorporated in Belgium (registration number [registration number]) having its registered office at [address]] (the "Licensor"); and

[[INDIVIDUAL NAME] of [address]] OR [[COMPANY NAME], a company incorporated in Belgium (registration number [registration number]) having its registered office at [address]] (the "Licensee").

BACKGROUND

The Licensor is the legal owner of rights in the Software (as defined in Schedule 1).

The Licensee wishes to use the Software and the Licensor has agreed to grant the Licensee a licence to use the Software along with the Documentation on the terms and conditions of this Agreement.

IT IS HEREBY AGREED as follows:

1. DEFINITIONS

1.1 Except to the extent expressly provided (or unless the context requires) otherwise, in this Agreement:

"**Agreement**" means this agreement including any Schedules, and any amendments to this Agreement from time to time;

"**Business Day**" means any weekday other than a bank or public holiday in Belgium;

"**Business Hours**" means the hours of [09:00 to 17:00 GMT/BST] on a Business Day;

"**Charges**" means the following amounts:

(a) [the amounts specified in Article 7 of the Agreement; and

(b) [such amounts as may be agreed by the parties in writing from time to time];

"**Documentation**" means [the documentation for the Software produced by the Licensor and delivered or made available by the Licensor to the Licensee];

"**Effective Date**" means [the date of execution of this Agreement];

"**Error**" means an error or defect in the distribution media for the Software which affects the Software in such a way so that it does not perform substantially in accordance with the functions described in the Documentation when operated in accordance with Schedule 1 and in the manner set out in the Documentation as permitted by this Agreement;

"**Force Majeure Event**" means any circumstance beyond the reasonable control of the Parties including acts of God, fire, explosion, adverse weather conditions, flood, earthquake, terrorism, riot, civil commotion, war, hostilities, strikes, work stoppages, slow-downs or other industrial disputes, accidents, riots or civil disturbances, acts of

government, lack of power and delays by suppliers or materials shortages but, for the avoidance of doubt, nothing shall excuse the Licensee from any payment obligations under this Agreement;

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, moral rights, database rights, confidential information, inventions, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"Licence Fee" means the licence fee specified in Schedule 1;

"Minimum Term" means, in respect of this Agreement, the period of 12 months beginning on the Effective Date;

"Modifications" means any change or amendment to or upgrade of the Software provided to the Licensee under the Maintenance Agreement;

"Party" means the Licensor or the Licensee;

"Schedule" means any schedule attached to the main body of this Agreement;

"Software" means the software identified in Schedule 1 [in object code format and any Modifications during the term of this Agreement;

"Software Defect" means a defect, error or bug in the Software having a material adverse effect on the appearance, operation, functionality or performance of the Software, but excluding any defect, error or bug caused by or arising as a result of:

- (a) any act or omission of the Licensee or any person authorised by the Licensee to use the Software;
- (b) any use of the Software contrary to the Documentation by the Licensee or any person authorised by the Licensee to use the Software;
- (c) a failure of the Licensee to perform or observe any of its obligations in this Agreement; and/or
- (d) an incompatibility between the Software and any other system, network, application, program, hardware or software not specified as compatible in the Software Specification;

"Software Specification" means [the specification for the Software set out in Part 1 of Schedule 1 and in the Documentation][, as it may be varied by the written agreement of the parties from time to time]; and

"Term" means the term of this Agreement, commencing and ending in accordance with Clause 2.

2. TERM

2.1 This Agreement shall come into force upon the Effective Date and shall continue for a term as specified in the Schedule 1 ("**Initial Term**") unless this Agreement is terminated in accordance with the provisions of this Agreement.

3. LICENCE FEE

3.1 The Licensee shall pay the Licensor the Licence Fee in accordance with the terms of this clause and the payment provisions specified in Schedule 1.

3.2 The Licensor shall invoice the Licensee for payment of the Licence Fee in accordance with the provisions of Schedule 1. The Licensee shall pay the Licence Fee to the Licensor within thirty (30) days of the invoice date unless otherwise specified in Schedule 1.

3.3 Unless otherwise stipulated, all sums payable and considerations to be provided under this Agreement shall be made in Euro (€) and are exclusive of VAT and all VAT payable under this Agreement shall be paid at the same time as the payment or provision of consideration on which it is chargeable against a valid and appropriate tax invoice.

3.4 The Licensee bears and must pay the Charges by [debit card, credit card, direct debit, bank transfer or cheque] (using such payment details as are notified by the Licensor to the Licensee from time to time).

3.5 If the Licensee does not pay any amount properly due to the Licensor under this Agreement, the Licensor may charge the Licensee interest on the overdue amount at the rate determined by the Act of 2 August 2002 on combating late payment in commercial transactions (which interest will accrue daily until the date of actual payment and be compounded at the end of each named calendar month).

3.6 All payments made by the Licensee under this Agreement shall be made in full without any deductions and the Licensee shall not exercise or seek to exercise any right of claim to withhold payment or to legal or equitable set-off.

3.7 The Licensee shall have no right to any refund of the Licence Fee under this Agreement including on termination of this Agreement.

4. LICENCE

4.1 Subject to and in consideration of the Licence Fee payable by the Licensee to the Licensor, the Licensor hereby grants to the Licensee from [the date of supply of the Software to the Licensee][until [the end of the Term]] a worldwide, non-exclusive and non-transferable licence to:

(a) [install the Software];

(b) [use the Software [in accordance with the Documentation]] by the users in the manner, on the equipment and at the locations specified in the Schedule 1 solely for the Licensee's own normal internal business purposes and not for the benefit of third parties;

(c) [[fix, patch, improve, integrate, update and upgrade the Software, and create new versions of the Software]],

subject to the limitations and prohibitions set out and referred to in this Clause 4.

- 4.2 The Licensee may not sub-license and must not purport to sub-license any rights granted under Clause 4.1
- 4.3 The licence granted by the Licensor to the Licensee in Clause 4.1 is subject to the limitations regarding [the number of installations, the identity of users] set out in the Schedule 1.
- 4.4 The Software may only be used by the officers and employees of the Licensee, and the officers and employees of the Licensee's agents.
- 4.5 Save to the extent expressly permitted by this Agreement or required by applicable law on a non-excludable basis, any licence granted under this Clause 4 shall be subject to the following prohibitions:
 - (a) the Licensee must not [sell, resell, rent, lease, loan, supply, publish, distribute or redistribute] the Software;
 - (b) the Licensee must not alter, edit or adapt the Software; and
 - (c) the Licensee must not decompile, de-obfuscate or reverse engineer, or attempt to decompile, de-obfuscate, disassemble or reverse engineer any part of the Software or attempt to do so.
- 4.6 The Licensee shall be responsible for the security of copies of the Software supplied to the Licensee under this Agreement (or created from such copies)] and shall use all reasonable endeavours (including all reasonable security measures) to ensure that access to such copies is restricted to persons authorised to use them under this Agreement.
- 4.7 If the Licensee sells any of the equipment referred to in Schedule 1 it shall ensure that all copies of the Software have been deleted.
- 4.8 The Licensee shall not modify or remove any copyright or proprietary notices on the Software or Documentation and shall reproduce such notices on any copies of the Software or Documentation or part thereof it may make in the format in which they appear on the original.
- 4.9 If the Licensor has reason to suspect that the use of the Software and/or the Documentation by the Licensee is in breach of this Agreement, the licensee will permit, upon reasonable notice, the Licensor to enter during normal working hours any premises owned or controlled by the Licensee for the purposes of audit.

5. DELIVERY, INSTALLATION AND TRAINING

- 5.1 Risk in the Media on which the Software and Documentation are recorded shall pass to the Licensee on delivery.
- 5.2 The Licensor shall install the Software on the equipment specified in Schedule 1 within a reasonable period following the Delivery Date.

- 5.3 The Licensee shall ensure that the equipment described in Schedule 1 is in good working order when the Licensor begins the installation of the Software, and shall provide the Licensor with all reasonable assistance in the installation.

6. INTELLECTUAL PROPERTY RIGHTS

The Licensee acknowledges that title to all Intellectual Property created, developed, subsisting or used in the Software, the Documentation and the Modifications will be the absolute property of and will vest and remain vested in the Licensor and that the Licensee shall have no right in or to the Software, Documentation or Modifications save the right to use it as permitted by this Agreement.

7. CHARGES

- 7.1 The Licensee shall pay the Charges to the Licensor in accordance with this Agreement.
- 7.2 All amounts stated in or in relation to this Agreement are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Licensee to the Licensor.
- 7.3 The Licensor may elect to vary [any element of the Charges] by giving to the Licensee not less than [30 days'] written notice of the variation, providing that no such variation shall result in an aggregate percentage increase in the relevant element of the Charges during the Term that exceeds 3%.

8. WARRANTIES

- 8.1 The Licensor warrants to the Licensee that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.
- 8.2 The Licensor warrants to the Licensee that:
- (a) the Software as provided will conform in all respects with the Software Specification;
 - (b) the Software will be supplied free from Software Defects and will remain free from Software Defects for a period of at least 6 months following the supply of the Software;
 - (c) the Software will be supplied free from viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs; and
 - (d) the Software shall incorporate security features reflecting the requirements of good industry practice.
- 8.3 The Licensor warrants to the Licensee that the Software, when used by the Licensee in accordance with this Agreement, will not breach any laws, statutes or regulations applicable under Belgian law.
- 8.4 The Licensor warrants to the Licensee that the Software, when used by the Licensee in accordance with this Agreement, will not infringe the Intellectual Property Rights of any person.

- 8.5 If [the Licensor reasonably determines, or any third Party alleges, that the use of the Software by the Licensee in accordance with this Agreement infringes any person's Intellectual Property Rights], the Licensor may acting reasonably at its own cost and expense:
- (a) modify the Software in such a way that it no longer infringes the relevant Intellectual Property Rights, providing that any such modification must not introduce any Software Defects into the Software and must not result in the Software failing to conform with the Software Specification; or
 - (b) procure for the Licensee the right to use the Software in accordance with this Agreement.
- 8.6 The Licensee warrants to the Licensor that it has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement.
- 8.7 The Licensee acknowledges that is has all responsibility for selecting the Software to meet its requirements. The Licensor does not warrant that the Software will be suitable for such requirements nor that any use will be uninterrupted or free of minor defects.
- 8.8 All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement or any related contract.
- 8.9 The Licensor shall not be responsible for its failure to comply with the above warranties if such failure is attributable to:
- 8.9.1 the Licensee's or any third Party's services, software or equipment not provided and/or developed by the Licensor under or pursuant to this Agreement;
 - 8.9.2 any changes, modifications, updates, alterations or enhancements to the Software not provided by the Licensor under or pursuant to this Agreement or caused by the incorrect use, abuse or corruption of the Software or by the use of the Software with other computer programs or on equipment with which it is incompatible;
 - 8.9.3 any inaccuracies, delays, interruptions, or Errors occurring as a result of incorrect data or data which does not conform to required input formats;
 - 8.9.4 any changes, modifications, updates, alterations or enhancements to, and any inaccuracies, delays, interruptions or Errors caused by, any software, equipment or services not provided and/or developed by the Licensor under or pursuant to this Agreement; and/or
 - 8.9.5 the Software being used other than as permitted by this Agreement.
- 8.10 Except as expressly stated in this Agreement, all warranties and conditions concerning the supply or purported supply of, or failure or delay in supplying, the Software or Documentation or any services whether express or implied by law or otherwise (including the implied conditions, warranties or other terms as to

satisfactory quality, fitness for purpose or as to the use of reasonable care and skill) are hereby excluded to the extent permitted by law.

9. ACKNOWLEDGEMENTS AND WARRANTY LIMITATIONS

- 9.1 The Licensee acknowledges that complex software is never wholly free from defects, Errors and bugs; and subject to the other provisions of this Agreement, the Licensor gives no warranty or representation that the Software will be wholly free from defects, Errors and bugs.
- 9.2 The Licensee acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this Agreement, the Licensor gives no warranty or representation that the Software will be entirely secure.
- 9.3 The Licensee acknowledges that the Software is only designed to be compatible with that software specified as compatible in the Software Specification; and the Licensor does not warrant or represent that the Software will be compatible with any other software.
- 9.4 The Licensee acknowledges that the Licensor will not provide any legal, financial, accountancy or taxation advice under this Agreement or in relation to the Software; and, except to the extent expressly provided otherwise in this Agreement, the Licensor does not warrant or represent that the Software or the use of the Software by the Licensee will not give rise to any legal liability on the part of the Licensee or any other person.

10. LIMITATIONS AND EXCLUSIONS OF LIABILITY

- 10.1 Nothing in this Agreement will:
 - (a) limit or exclude any liability for death or personal injury resulting from negligence;
 - (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
 - (c) limit any liabilities in any way that is not permitted under applicable law; or
 - (d) exclude any liabilities that may not be excluded under applicable law.
- 10.2 The limitations and exclusions of liability set out in this Clause and elsewhere in this Agreement:
 - (a) are subject to Clause 10.1; and
 - (b) govern all liabilities arising under this Agreement or relating to the subject matter of this Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this Agreement.
- 10.3 Subject to the provisions in clause 10.1 above the Licensor shall not be liable to the Licensee in contract, tort (including negligence or breach of statutory duty) or otherwise for any of the following losses or damages, whether direct or indirect, and even if such losses and/or damages were foreseen, foreseeable or known, or the Licensor was advised of the possibility of them in advance: loss of, damage to or

corruption of data; economic loss; loss of actual or anticipated profits; loss of business revenue; loss of anticipated savings; loss of business; loss of opportunity; loss of goodwill; any indirect, special or consequential loss or damage howsoever caused and including, for the avoidance of doubt, where such loss or damage is of the type specified above.

- 10.4 Subject always to clause 10.1 and to clause 10.3 above the Licensor's maximum aggregate liability in contract, tort (including negligence or breach of statutory duty) or otherwise for any default (or series of related events of default) hereunder and in respect of which the Licensee suffers any loss shall be limited to damages which in no event should exceed the Licence Fee payable under this Agreement in the year in which the default occurs.
- 10.5 The Parties expressly agree that should any limitation or provision contained in this clause be held to be invalid under any applicable statute or rule of law it shall to that extent, be deemed omitted but if any Party thereby becomes liable for loss or damage which would otherwise have been excluded such liability shall be subject to the other limitations and provisions set out in this Agreement.
- 10.6 This clause prevails over all other clauses and sets out the entire liability of the Licensor, and the sole and exclusive remedies of the Licensee in respect of: the performance, non-performance or purported performance of this Agreement; or otherwise in relation to this Agreement or the entering into or performance of this Agreement.

11. TERMINATION

- 11.1 The Parties may terminate this Agreement by giving to the other Party not less than 3 months written notice of termination before the end of the Minimum Term.
- 11.2 Either Party may terminate this Agreement immediately by giving written notice of termination to the other Party if:
- (a) the other Party commits any breach of this Agreement and such breach is not remediable;
 - (b) the other Party commits a breach of this Agreement and such breach is remediable but the other Party fails to remedy the breach within the period of [30 days] following the giving of a written notice to the other Party requiring the breach to be remedied; or
 - (c) the other Party persistently breaches this Agreement (irrespective of whether such breaches collectively constitute a material breach).
- 11.3 Either Party may terminate this Agreement immediately by giving written notice of termination to the other Party if:
- (a) the other Party:
 - (i) is dissolved;
 - (ii) ceases to conduct all (or substantially all) of its business;
 - (iii) is or becomes unable to pay its debts as they fall due;

- (iv) is or becomes insolvent or is declared insolvent; or
- (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other Party;
- (c) an order is made for the winding up of the other Party, or the other Party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other Party under this Agreement); or
- (d) if that other Party is an individual:
 - (i) that other Party dies;
 - (ii) as a result of illness or incapacity, that other Party becomes incapable of managing his or her own affairs; or
 - (iii) that other Party is the subject of a bankruptcy petition or order.

11.4 The Licensor may terminate this Agreement immediately by giving written notice to the Licensee if:

- (a) any amount due to be paid by the Licensee to the Licensor under this Agreement is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and
- (b) the Licensor has given to the Licensee at least [30 days'] written notice, following the failure to pay, of its intention to terminate this Agreement in accordance with this Clause 11.4.

12. EFFECTS OF TERMINATION

12.1 Upon the termination of this Agreement, all of the provisions of this Agreement shall cease to have effect, save that the following provisions of this Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): [Clauses 1, 3, 10, 12, 16 and 17].

12.2 Except to the extent that this Agreement expressly provides otherwise, the termination of this Agreement shall not affect the accrued rights of either Party.

12.3 For the avoidance of doubt, the licences of the Software in this Agreement shall terminate upon the termination of this Agreement; and, accordingly, the Licensee must immediately cease to use the Software upon the termination of this Agreement.

12.4 Within [10 Business Days] following the termination of this Agreement, the Licensee shall at its cost:

- (a) return to the Licensor, destroy or dispose of as the Licensor may instruct all media in its possession or control containing the Software and the Documentation; and

- (b) irrevocably delete from all computer systems in its possession or control all copies of the Software and Documentation,

and if the Licensor so requests the Licensee shall procure that a director of the Licensee certifies to the Licensor, in a written document signed by that person and provided to the Licensor within 5 Business Days following the receipt of the Licensor's request, that the Licensee has fully complied with the requirements of this Clause.

13. FORCE MAJEURE

- 13.1 Subject to the provisions of this clause, neither Party shall be liable to the other for any delay or failure to perform any of its obligations under this Agreement cause by a Force Majeure Event.
- 13.2 The Party seeking relief under this clause ("**Affected Party**") must as soon as practicable (and in any event within seven (7) days after it became aware that a Force Majeure Event has cause or is likely to cause such delay or failure) notify the other Party ("**Non-affected Party**") of the Force Majeure Event, giving full details of the nature and extent of the Force Majeure Event, the date of its occurrence and its likely duration.
- 13.3 The Affected Party shall notify the Non-affected Party if at any time it receives or becomes aware of any further information relating to the Force Majeure Event and shall provide details of that information to the extent that such information is new or renders information previously submitted materially inaccurate or misleading.
- 13.4 If the Force Majeure Event specified in the notice referred to in clause 13.2 is applicable for a continuous period of ninety (90) days commencing with the service of the notice by the Affected Party pursuant to clause 13.2, the Non-affected Party may, at any time after the expiry of such a period, terminate this Agreement with immediate effect by giving written notice to the Affected Party. Such notice shall be without prejudice to any rights or obligations which may have accrued prior to termination.

14. NOTICES

- 14.1 Any notice from one Party to the other Party under this Agreement must be given by one of the following methods (using the relevant contact details set out in Clause 14.2):
 - (a) delivered personally or sent by courier, in which case the notice shall be deemed to be received upon delivery; or
 - (b) sent by recorded signed-for post, in which case the notice shall be deemed to be received 2 Business Days following posting,

providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

- 14.2 The parties' contact details for notices under this Clause 14 are as follows:

- (a) in the case of notices sent by the Licensee to the Licensor, [*contact details*];
and

(b) in the case of notices sent by the Licensor to the Licensee, *[contact details]*.

14.3 The addressee and contact details set out in Clause 14.2 may be updated from time to time by a Party giving written notice of the update to the other Party in accordance with this Clause 14.

15. DATA PROTECTION

Both Parties undertake to comply with the Belgian Privacy Act of 8 December 1992 on the processing of personal data and any other legislation directly or indirectly governing this matter and shall procure that its employees, agents and subcontractors shall observe the provision of the Act (as applicable) or any amendments or subsequent legislation related to such matter.

16. GENERAL

16.1 No breach of any provision of this Agreement shall be waived except with the express written consent of the Party not in breach.

16.2 If any provision of this Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

16.3 This Agreement may not be varied except by a written document signed by or on behalf of each of the parties.

16.4 Neither Party may without the prior written consent of the other Party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.

16.5 This Agreement is made for the benefit of the parties, and is not intended to benefit any third Party or be enforceable by any third Party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third Party.

16.6 This Agreement sets out the entire agreement and understanding between the Parties in respect of the subject matter of this Agreement and supersedes and replaces any and all former warranties, representations, undertakings, understandings and agreements relating to such subject matter.

17. INTERPRETATION

17.1 In this Agreement, a reference to a statute or statutory provision includes a reference to:

(a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and

(b) any subordinate legislation made under that statute or statutory provision.

17.2 The Clause headings do not affect the interpretation of this Agreement.

17.3 In this Agreement, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

18. JURISDICTION

18.1 This Agreement, any document completed or to be completed in accordance with its provisions and any matter arising from it or any such document shall be governed by and construed in accordance with Belgian law.

18.2 The Parties agree to submit to the exclusive jurisdiction of the Brussels' district courts in relation to this Agreement any such document and any such matter. The Parties agree to engage in mediation, conciliation or arbitration prior to seeking judicial remedies.

EXECUTION

The parties have indicated their acceptance of this Agreement by executing it below.

SIGNED BY *[[individual name]* on [.....], the Licensor] OR *[[individual name]* on [.....], duly authorised for and on behalf of the Licensor]:

.....

SIGNED BY *[[individual name]* on [.....], the Licensee] OR *[[individual name]* on [.....], duly authorised for and on behalf of the Licensee]:

.....

Schedule 1

1. SOFTWARE

1.1 The Software identified in this Agreement is [description of the Software].

1.2 The Basic version of the Software includes: [description of the Basic version].

1.3 The Advanced version of the Software includes: [description of the Advanced version].

2. TERM

2.1 This Agreement shall come into force upon the Effective Date and shall continue for a term of [1, 2, 3] year(s) ("Initial Term") unless terminated in accordance with the provisions of this Agreement.

2.2 Without prejudice of any Charge or sum due in relation to the Software and services provided in relation thereto, this Agreement can be terminated by either Party within the first 15 days of the Initial Term by giving written notice of termination to the other Party. For the avoidance of doubt, only the Licence Fee already paid by the Licensee shall be reimbursed if the Agreement is terminated within the first 15 days of the Initial Term. In case of continuation after the first 15 days, the amount paid by the Licensee will be deducted from the Licence Fee due.

2.3 This Agreement shall automatically renew under the same conditions without prejudice of any indexation if applicable, unless either Party gives to the other Party not less than 3 months notice in writing of termination expiring at the end of the Initial Term or relevant renewal term.

3. LICENCE FEE

3.1 The Licensee shall pay the Licensor the Licence Fee in accordance with the terms of this clause and the Agreement. In the event of any discrepancies between the present clause and the article 3 of the Agreement, the former shall take priority.

3.2 The Licensee shall pay to the Licensor the Licence Fee as follows:

| | Normal (1 year) | Fidelity (2 years) | FidelityPlus (3 years) |
|-----------------|----------------------------|-------------------------------|-----------------------------------|
| Basic | EUR | EUR | EUR |
| Advanced | EUR | EUR | EUR |

3.3 The Licence Fee is calculated and adapted on the basis of the following elements :

- a) the Term;
- b) the Basic or Advanced version;
- c) the CPU index of the Licensee, that is to say ...;
- d) the DBIZNERS index, that is to say ...;
- e) ...

3.4 The Licence Fee will be reviewed every 12 months after the Effective Date and will automatically be adapted accordingly on the basis of the elements mentioned in the present article.