LICENSE AGREEMENT FOR CodeSynthesis XSD/e SOFTWARE.

This Code Synthesis Tools CC License Agreement for CodeSynthesis XSD/e Software ("License") is a legal agreement effective as of the date set forth above the signatures below, by and between Basler AG, An der Strusbek 60-62, 22926 Ahrensburg, Germany, the Licensee, and Code Synthesis Tools CC, 15 Gilmour Circle, Constantia 7806, Cape Town, South Africa, for employing the SOFTWARE and for distributing the SOFTWARE, and derivative works of the SOFTWARE and works produced by the SOFTWARE, as defined herein-below.

1. DEFINITIONS.

1.1 The "SOFTWARE" is the CodeSynthesis XSD/e translator and the CodeSynthesis XSD/e runtime library (libxsd/e).

1.2 A "WORK PRODUCED BY THE SOFTWARE" is source code that is generated by the CodeSynthesis XSD/e translator based on other works created by or for Licensee that Licensee provides to the CodeSynthesis XSD/e translator to produce such a work.

1.3 A "DERIVATIVE WORK OF THE SOFTWARE" is any derivative work as defined in the copyright law of the nation or state where rights to the DERIVATIVE WORK OF THE SOFTWARE are exercisable; that is to say, a modification of the WORK PRODUCED BY THE SOFTWARE or CodeSynthesis XSD/e runtime library which has sufficient originality to qualify in such nation or state as a copyrightable work is a DERIVATIVE WORK OF THE SOFTWARE. For the purpose of this agreement and unless explicitly stated otherwise, the term DERIVATIVE WORK OF THE SOFTWARE shall exclude any derivative work of the CodeSynthesis XSD/e compiler itself.

1.4 "XML vocabulary" is a collection of XML elements and attributes as well as their relationships and semantics grouped for a particular industry or business function.

1.5 "Physical source lines of code" is a measure of the generated source code as calculated by the CodeSynthesis XSD/e translator.

2. GRANT OF LICENSE.

2.1 GRANT.
Code Synthesis Tools CC hereby grants to Licensee a perpetual, non-exclusive, transferable right to distribute in source code, object code, or executable form works that are a DERIVATIVE WORK OF THE SOFTWARE or a WORK PRODUCED BY THE SOFTWARE, provided that:

a) the WORK PRODUCED BY THE SOFTWARE is used exclusively for handling the "GenApi Schema" XML vocabulary and

b) at any given time in the WORK PRODUCED BY THE SOFTWARE the total number of physical source lines of code generated by the CodeSynthesis XSD/e translator does not exceed 75,000 (seventy five thousand), unless additional license fees are paid by Licensee to allow for more physical source lines of generated code.

2.1.1 Furthermore, Code Synthesis Tools CC grants to Licensee a right to transfer in source code, object code, or executable form the CodeSynthesis XSD/e translator itself, the CodeSynthesis XSD/e runtime, and any modifications thereto, provided that:

a) such transfer is an inseparable part of a transfer of rights to at least one of a WORK PRODUCED BY THE SOFTWARE or a DERIVATIVE WORK OF THE SOFTWARE and

b) the transfers of said rights and said modifications and said works are to the same organization.

2.2 RESTRICTIONS.
Licensee acknowledges that the SOFTWARE is protected by copyright laws and international copyright treaties as well as other intellectual property laws and treaties. The SOFTWARE is licensed, not sold. All title and copyrights in and to the SOFTWARE, including but not limited to any images and text incorporated into the SOFTWARE, the accompanying printed materials, and any copies of the SOFTWARE, are owned exclusively by Code Synthesis Tools CC.

Licensee may not sublicense, assign or transfer this License, the SOFTWARE, any DERIVATIVE WORK OF THE SOFTWARE, or any WORK PRODUCED BY THE SOFTWARE except as permitted by this License.

3. LIMITED WARRANTY.

3.1 Code Synthesis Tools CC represents and warrants that it has the legal right to grant Licensee the license contemplated by this Agreement and that the original, unmodified SOFTWARE and the use of the SOFTWARE as contemplated by this Agreement does not, to the extend of Code Synthesis Tools CC's knowledge, infringe any third party intellectual property rights or violate any applicable law.

3.2 If a temporary or permanent injunction is obtained by a third party against the use of any part of the original, unmodified SOFTWARE for the reason that it infringes any third party's intellectual property rights, Code Synthesis Tools CC shall, at its option, either (i) procure for Licensee the right to continue to use the SOFTWARE, or (ii) modify the SOFTWARE so that it becomes non-infringing.

3.3 Code Synthesis Tools CC warrants that the original, unmodified SOFTWARE will perform in conformance with published specifications or parts thereof that Code Synthesis Tools CC claims the SOFTWARE conforms to and that the SOFTWARE does not contain errors that prohibit its operation in conformance with such specifications or parts thereof for

Code Synthesis Tools CC   www.codesynthesis.com

the SOFTWARE. If the SOFTWARE fails to conform to such specifications or parts thereof upon delivery to Licensee and testing by Licensee, Code Synthesis Tools CC agrees, at its option, to (i) use reasonable efforts to modify the SOFTWARE to conform to such specifications or parts thereof, in a timely manner, and at Code Synthesis Tools CC's expense, (ii) replace the SOFTWARE, or (iii) refund the price paid for the SOFTWARE and terminate this License with respect to those copies of the SOFTWARE not in compliance.

3.4 EXCEPT AS OTHERWISE SET FORTH HEREIN, CODE SYNTHESIS TOOLS CC EXPRESSLY DISCLAIMS ANY OTHER WARRANTY FOR THE SOFTWARE. THE SOFTWARE IS PROVIDED TO LICENSEE "AS IS," WITHOUT ANY OTHER WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3.5 IN NO EVENT WILL CODE SYNTHESIS TOOLS CC, OR ANY OTHER PARTY WHO MAY COPY, DISTRIBUTE OR MODIFY THE SOFTWARE AS PERMITTED HEREIN, BE LIABLE FOR ANY GENERAL, DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, INACCURATE INFORMATION, LOSS OF INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF CODE SYNTHESIS TOOLS CC OR SUCH OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. OTHER LICENSING PRACTICES AND THEIR RELATION TO THIS AGREEMENT.

Code Synthesis Tools CC licenses this SOFTWARE under the GPL version 2 as well as under this commercial LICENSE AGREEMENT. Code Synthesis Tools CC has all necessary rights to grant the license terms provided under this AGREEMENT independently from any obligation it may have assumed with respect to the SOFTWARE. No restrictions imposed by the GPL prevent Code Synthesis Tools CC from making this commercial LICENSE AGREEMENT and Code Synthesis Tools CC has made no assignments or agreements, which would otherwise prevent it from legally and validly granting all of the rights granted herein.

5. TERMINATION.

Any intentional violation by Licensee of the terms and conditions of this License will automatically terminate Licensee's rights under this License. Licensee further agrees upon such termination to cease any distributing of the SOFTWARE and any derivative work of the SOFTWARE. Code Synthesis Tools CC agrees that it will provide Licensee with a 90-day window in which to cure any violation before this provision takes effect.

6. GOVERNING LAWS.

This Agreement shall be governed by and construed under the laws of South Africa and the South African courts shall have jurisdiction.

7. PUBLICITY.

Code Synthesis Tools CC may not disclose the terms of this License, or its existence, with any third party (other than Code Synthesis Tools CC's attorneys, accountants, or other fiduciaries as required and under confidential terms) without the prior written consent of Licensee. Notwithstanding the foregoing sentence, Code Synthesis Tools CC may list on its website Licensee as a customer of Code Synthesis Tools CC. Code Synthesis Tools CC hereby agrees to comply with the logo and name usage guidelines that may be imposed by Licensee.

8. MAINTENANCE AND TECHNICAL SUPPORT

Licensee is entitled to unlimited SOFTWARE maintenance and standard e-mail technical support for 2 (two) named engineers. The maintenance and technical support are provided for the use of the SOFTWARE under this agreement only. The maintenance service entitles Licensee to unlimited upgrades to any future versions of CodeSynthesis XSD/e via self-service electronic software download. Technical support may be reassigned to a new engineer within Licensee's organization every 4 (four) months.

AGREED TO AND ACKNOWLEDGED BY:

CODE SYNTHESIS TOOLS CC	BASLER AG
Kolpakova	*T. Sch* *Luli's Dien*
By:	By:
Chereen Kolpakova	*Tania Schley* FRIEDRICH DIERKS
Name: (Print)	Name: (Print)
COO	*Strategic Purchasing* DIRECTOR OF PLATFORM DEVELOPMENT
Title:	Title:
03 March 2015	*06 March 2015* 06.03.2015
Date:	Date:

Basler AG
An der Strusbek 60-62
22926 Ahrensburg-Germany
Tel. +49 4102-463-0
Fax +49 4102-463-109
www.baslerweb.com