

END-USER LICENSE AGREEMENT

THIS END-USER LICENSE AGREEMENT (HEREINAFTER REFERRED TO AS “EULA” or “AGREEMENT”) IS SHOWN WHERE YOU (HEREINAFTER DEFINED AS “LICENSEE”) WILL SEE IT AND READ IT OR IN ACCORDANCE WITH THE ORDER OR THE SALE AGREEMENT (“ORDER” or “**SALE AGREEMENT**”) ENTERED INTO BETWEEN THE LICENSOR AND THE LICENSEE, BEFORE INSTALLING THE SOFTWARE (AS DEFINED IN ARTICLE 1) LICENSED TO LICENSEE BY LICENSOR (AS DEFINED IN ARTICLE 1).

BY INSTALLING OR USING ALL OR ANY PORTION OF THE SOFTWARE, YOU ARE INDICATING YOUR (I) ACCEPTANCE OF THE FOLLOWING, AND (II) AUTHORITY TO CONTRACTUALLY BIND THE PERSON OR LEGAL ENTITY ON WHOSE BEHALF YOU HAVE DONE SO. IN THE EVENT THAT, YOU OR THE LEGAL ENTITY YOU BELONG TO, HAVE A CURRENT AND VALID LICENSE AGREEMENT DULY SIGNED WITH LICENSOR, THEN SUCH SIGNED AGREEMENT SHALL BE GIVEN PRIORITY OVER THIS AGREEMENT.

LICENSOR and LICENSEE may be individually referred to as “a Party” and collectively as “the Parties”.

All Orders placed or Sale agreements entered into between the parties shall entail full and final agreement of the Licensee to these terms and conditions to the exclusion of all others Licensee’s documents.

This EULA shall apply for the License of the Software and Maintenance Services. All other terms and conditions in particular Licensee’s terms and conditions of purchase, all previous oral or written interchanges and all usage of trade in the industry do not apply to this License.

1. INTERPRETATION

In these terms and conditions of the license agreement, the words commencing with a capital letter have the following definitions:

- **Agreement:** means these terms and conditions of the license agreement, including its schedules, which are an integral part hereof.
- **Company/Licensor:** means the company ETABLISSEMENT GEORGES RENAULT (Saint-Herblain, France).
- **Data:** All information generated or collected by the Licensor by and/or through the Designated Equipment, stored on the controller, tool or dedicated software database.
- **Documentation:** means the description of the specifications, the method installation of the Software. These documents are listed in schedule 1. The Documentation will be provided in the language of the user, if it exists or, failing that, in English.

- **Designated Equipment:** means the equipment and materials required for the installation and the use of the Software. These may vary depending on the software application. They are available in the Documentation.
- **Encrypted Storage Device:**
 - **RIM:** means CONNECT's Removable Integrated Memory. It is a device, usually USB connected. It hosts the UV's and manages both UV's and features of the CONNECT station it is connected to.
 - **PRIM:** means PivotWare RIM. It is a dedicated RIM used with the Infinity stations.
 - **DRIM:** means DeMeter RIM. It is a dedicated RIM used with the DeMeter Software application.
 - **SRIM:** means Setitec RIM. It is a dedicated RIM used with the Setitec stations.
 - **eWallet:** means electronic wallet device used to temporarily host the UV's prior their loading on a RIM/PRIM/DRIM/SRIM.
- **Error:** means a problem affecting the Software
- **Features:** means part of the Product that can be activated and used separately within Feature Management process.
- **Feature Management:** means the system put in place which allows to design the Features of the considered Product, individually, Feature per Feature, to suit Licensee's required standard use. It includes the way the Licensee activates these Features, through the allocation of UV.
- **License:** means the license or licenses to use the Software granted by the Licensor to the Licensee under the terms of the Agreement.
- **Licensee:** means the legal entity having purchased and paid the Software License in accordance with the terms and conditions defined in the Order agreed by the Company or a Sale agreement entered into between the Licensee and the Company.
- **Maintenance Services:** means the maintenance services to be provided by the Company pursuant to Clause 4.
- **Minor Upgrade:** means the successive formulations of the same Version with new index following corrections, adaptations of existing features.
- **Major Upgrade:** means the successive formulations of a new Version that includes substantial additional or alternative features that justify the product Upgrade.
- **Specification:** means the specifications of the Software as described in the Documentation.
- **Software:** means the Software defined in schedule 1. The term "Software" only includes the Minor Upgrades to the exclusion of any Major Upgrades.

- **Site:** means the address at which the Software is installed.
- **Version(s):** means the functional and technical Major or Minor Upgrade(s) of the Software.
- **Virus:** means any harmful computer program, in particular viruses, logic bombs, worms and Trojan horses.
- **UV(s):** Unit Value(s) required to activate selected Features (the number of UVs necessary to activate a Feature depends on the Feature).

Unless otherwise specified in this Agreement, a reference to one or more clauses is understood as a reference to the clauses of the Agreement.

Words in the singular include the plural and in the plural include the singular.

It is understood that from time to time, LICENSOR may modify this Agreement. Unless otherwise specified by LICENSOR, changes become effective for existing LICENSEE'S upon renewal of the then-current License term. LICENSOR will use reasonable efforts to notify LICENSEE of the changes through communications through email or by any other means. Continued use of the Software during the renewal term will constitute LICENSEE's acceptance of the version of the EULA in effect at the time the renewal begins.

2. LICENSE AND RESTRICTIONS

2.1 The Company grants the Licensee a non-exclusive, non-transferable, non-sublicensable right to use the Software under the terms and conditions of this Agreement.

2.2 The Licensee shall only use the Software for the purposes of its own business or organisation and by the number and/or devices of users specified in the Order or the Sale agreement.

2.3 The License is granted to the Licensee for the use of the Software:

(i) when the Software refers and is directly included into the tool mentioned in the Order or Sale agreement the License is granted only for the sole using of the tool;

(ii) when the Software refers and is stored on electronic devices or computer, the License is granted only for the Designated Equipments and number of users mentioned in the Order or Sale agreement.

The License is granted exclusively for the use on the Site, if not mentioned otherwise in the order or sale agreement.

Being specified that the Company shall have the right to visit the Site at any time to be sure that the use of the Software complies with the provisions of this Agreement in particular with the provisions of Clauses 6 or 7. In the event the Licensor becomes aware of a misuse or a use contrary to what has been agreed in an Order or a Sale Agreement, Licensor is entitled to immediately – and without any damages being due – revoke the use of the License by the Licensee.

2.4 The Licensee undertakes not to, nor to permit any third party to, incorporate the Software in any other program nor to copy, adapt, decompile, disassemble, replicate or reverse engineer the same except to the extent permitted bylaw notwithstanding this limitation.

The Licensee shall not sub-license, hire or lease out, or grant rights to third parties with respect to the Software.

2.5 The Licensee shall not, among others, use the Software to provide any services to a third party.

2.6 The Company may take technical measures to protect the Software. The Licensee may not remove, tamper with or evade such protection or measures.

2.7 The Licensee is not allowed to make copies of the Software without the prior written consent of the Company. The copies authorised shall remain under the control of the Licensee.

2.8 Development or modification of the Software is only allowed by the Company or authorized subcontractors by the Company. Authorized subcontractors must therefore respect terms and conditions of this Agreement for any installation or modification of the Software

2.9 The Licensee must comply promptly with any reasonable instructions given by the Company from time to time in connection with the use and operation of the Software.

2.10 If the License to use the Software is terminated or expired, the Licensee shall return all copies thereof, including all backup copies authorised, and other associated materials to the Company. Alternatively, the Licensee may destroy all copies thereof and associated materials and certify the same in writing to the Company.

3. DELIVERY AND INSTALLATION

The Software will be delivered and, unless specified otherwise in the Order or Sale agreement, installed by the Company or authorized subcontractor. Authorized subcontractors must therefore respect terms and conditions of this Agreement for any installation or modification of the Software.

The delivery and installation of the Software shall be performed under the terms and conditions mentioned in the Order or Sale agreement.

4. MAINTENANCE SERVICES

The Company shall provide the Licensee with the Maintenance Services under the terms and conditions set out in Service Level Agreement only if the Licensee has agreed upon such Maintenance Services of the Software in the Order or the Sale agreement.

5. PRICE FOR THE LICENSE

5.1 The Licensee shall pay the Company the license fees defined in the Order or Sale agreement and any taxes due thereon under the terms and conditions of such Order or Sale agreement including General Terms and Conditions of Sale of the Company. These fees include the right to use the Software which is granted by the Licensor in accordance with this Agreement.

5.2 In addition, in the event of late payment by the Licensee, the Company may serve notice to suspend performance of all or any of its obligations under the Agreement and/or the use of the Software. Such suspension may remain in force until all overdue payments, including legal interest are received in full. The Company shall be allowed to terminate the License in the conditions stated in Clause 13.

6. LICENSEE'S OBLIGATIONS

For the duration of this Agreement, the Licensee shall among others:

- a) only use the Software in accordance with the terms and conditions of the Agreement,
- b) use the Software as follows:
 - (i) when the Software refers and is directly included into the tool mentioned in the Order or Sale agreement: use the Software only for the sole using of the tool;
 - (ii) when the Software refers to and is stored on electronic devices or computer: use the Software only for the Designated Equipments and number of users mentioned in the Order or Sale agreement.
- c) ensure that the Software and the Designated Equipment are used in a proper manner by competent trained employees only or by persons under their supervision;
- d) keep full security copies of the Software and of the Licensee's data bases and computer records in accordance with best computing practice;
- e) not alter or modify the Software or the Documentation in any way whatever nor permit the Software to be combined with any other programs to form a combined work;
- f) not request, permit or authorise anyone other than the Company, or any other organisation authorized by the Company, to provide any maintenance services in respect of the Software or the Documentation;
- g) cooperate and collaborate with the Company to assist the Company to fulfil its obligations under the Agreement;

- h) co-operate fully with the Company's personnel in the diagnosis of any Error in the Software or the Documentation;
 - (i) provide the Company promptly with any information, which the Company may reasonably require from time to time to enable the Company to proceed with uninterrupted performance of its obligations under the Agreement;
- i) make available to the Company free of charge all information facilities and services reasonably required by the Company to enable the Company to perform the Maintenance Services including, without limitation, computer runs, memory dumps, printouts, data preparation, office accommodation, typing and photocopying;
- j) provide such telecommunication facilities reasonably required by the Company for testing and diagnostic purposes at the Licensee's expenses;
- k) let the Company visit the Site in order to check the use of the Software and make all the necessary controls;
- l) ensure in the interests of health and safety that the Company's personnel, while on the Licensee's premises for the purposes of this Agreement, are at all times accompanied by a member of the Licensee's staff familiar with the Licensee's premises and safety procedures.
- m) LICENSEE agrees to use the Software and any part thereof only in the configuration and within the limits set forth in the Order or Sale Agreement. As a principle: the LICENSEE is prohibited from providing access to the License for users or/and territories that are not covered by the terms of the Order or Sale Agreement.

7. DATA AND CONTROL OF THE SOFTWARE

7.1 As already specified above, the Company shall be allowed to visit the Site at any time during normal working hours in order to control the use of the Software on the Site. For this purpose, the Company shall be allowed to access to the Software and the computer(s) in which the Software is(are) installed.

7.2 The Company is also permitted to control the use of the Software in particular the functionalities used through applications which could be integrated inside the Software what is agreed by the Licensee. The Company shall have access to these applications on the Site or through remote connexion.

The Company may reserve the right to submit the use of the Software to activation codes provided by the Company, or any other safety means in order to guarantee the protection of the Software.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 The Company shall retain all title, copyright and other proprietary rights in the Software, the Specification and the Documentation and any modifications made to the Software, the Specification and the Documentation.

All intellectual property rights in them shall belong to the Company or its licensors.

The Licensee does not acquire any rights, express or implied, in the Software, the Specification and the Documentation or modifications thereto except the limitative rights which are granted by the Licensor pursuant to this Agreement.

8.2 The Licensee shall not remove, obscure or change any notice concerning intellectual property rights, including any statements concerning the confidential nature of the Software.

8.3 If the Company has reason to suspect that the use of the Software by the Licensee is in breach of the Agreement, the Licensee will permit the Company to check the use of the Software. The Licensee will permit the Company or its employees or agents to enter during normal working hours any premises owned or controlled by the Licensee for this purpose.

8.4 The Company hereby agrees to indemnify and holds harmless the Licensee against any direct damages that may be awarded or agreed to be paid to any third party in respect of any claim or action, arising in France and local country, that the normal operation, possession or use in the ordinary course of business, of the Software by the Licensee infringes the patent or copyright of said third party (an "Intellectual Property Infringement") providing that the Licensee:

- gives notice to the Company of any Intellectual Property Infringement forthwith upon becoming aware of the same;
- gives the Company the sole conduct of the defence to any claim or action in respect of an Intellectual Property Infringement and does not at any time admit liability or otherwise settle or compromise or attempt to settle or compromise the said claim or action except upon the express instructions of the Company; and
- acts in accordance with the instructions of the Company and gives to the Company such assistance and information as it shall reasonably require in respect of the conduct of the said defence including without prejudice to the generality of the foregoing the filing of all pleadings and other court process and the provision of all relevant documents.

8.5 The Company shall have no liability to the Licensee in respect of an Intellectual Property Infringement if the same results from:

- use of the Software for a purpose not specified in or otherwise contemplated by the Contract;
- any breach of the Licensee's obligations under the Agreement;
- combination of the Software with any other software, unless the same has been approved in writing by the Company; or
- any modification of the Software which the Licensee has made, has had made (other than by the Company) or has made use of.

8.6 In the event of an Intellectual Property Infringement the Company shall be entitled at its own expense and option either to:

- procure the right for the Licensee to continue to use the Software; or
- make such alterations modifications or adjustments to the Software that they become non-infringing without incurring a material diminution in performance or function; or
- replace the Software with non-infringing substitutes provided that such substitutes do not entail a material diminution in performance or function.

8.7 If the Company in its reasonable judgement is not able to exercise any of the options set out above within 12 months of the date it received notice of the Intellectual Property Infringement, then the Licensee without prejudice to any other rights or remedies it may have hereunder or at law shall be entitled to terminate the Agreement by thirty day notice.

9. CONFIDENTIALITY

9.1 Each party shall treat as confidential all information received or obtained from the other pursuant to this Agreement in writing or by oral.

The Software, the Specification, Documentation and Data hosted in the Software are declared to be confidential.

9.2 Each party agrees not (i) to divulge such confidential information to any person, except to its employees or contractors with a need to know nor (ii) to use such confidential information other than for the purposes of the Agreement, without the other party's prior written consent. Each party will ensure that its employees and contractors are aware of and comply with the provisions of Clause 10.

9.3 These provisions shall not apply to any information which:

- enters into the public domain other than by reason of a breach of this Agreement;
- is known to the party to which it is disclosed at the time of its disclosure;
- is independently generated, developed or discovered at any time by or for the party to which it is disclosed;
- is disclosed by a third party without any restriction on further disclosure;

10. PERSONAL DATA PROTECTION

10.1 The Licensee is the controller for personal data which are being processed via the Software. Therefore, The Licensee remains solely responsible for complying with all applicable data protection laws and for implementing and maintaining privacy protection and security measures (especially for components that The Licensee provide or control). The Company disclaims any liability in this regard.

10.2 The Company may collect the following personal data of the Licensee's user:

- first and last name,
- email address,
- identifying information,
- connexion information (address IP, ID),
- Data hosted to the Software and relating to a specific user.

10.3 These personal data are collected in order to ensure the use of the Software by the Licensee.

10.4 The Company will intend to protect the personal data and to maintain its accuracy and will not retain personal data longer than necessary to fulfil the purposes for which it is processed, including the security of its processing, complying with legal and regulatory obligations.

10.5 The Company may anonymize the collected personal data in order to make use of them for improving products and services offer. Thus, via the Software, The Company may gather technical information about (i) the functioning and the functionality of the products which are connected through the Software, and/or (ii) as provided by you or generated by your use of the Software ("Functional Information"). The Company may make use of such Functional Information for purposes of analytics, for developing and improving products and services, offering products and services to your organization and/or allowing third parties to access such Functional Information; based on the legitimate interest of The Company of evaluating the market, assessing and improving its products and conducting research and development. All knowhow, inventions and works derived by The Company from the Functional Information will be exclusively owned by The Company.

10.6 The Licensee's user can request to access, update or correct his personal information. He can access the request process via our web site www.desouttertools.com using the dedicated contact form.

In the event the Licensee consider the Company's processing of the personal data not to be compliant with the applicable data protection laws, the Licensee can lodge a complaint:

- Directly with the Company by contacting us via our web site www.desouttertools.com using the dedicated contact form
- To the "Commission Nationale de l'Informatique et des Libertés (CNIL)", whose postal address is 3 place de Fontenoy – TSA 80715 – 75334 Paris Cedex 07.

11. WARRANTIES

11.1 The Company warrants that all services provided under the Agreement will be performed using reasonable skill and care.

11.2 Except as expressly provided in the Agreement all conditions and warranties (express or implied, statutory or otherwise) are expressly excluded to the fullest extent permitted by law.

11.3 Except as expressly provided otherwise under the Agreement, (whether a condition, warranty or other term):

- LICENSOR DISCLAIMS ALL WARRANTIES ON THE SOFTWARE FURNISHED UNDER THE SCOPE OF THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS (whether made known to the Company or not), THAT THE SOFTWARE IS OR WILL BE OF ANY PARTICULAR QUALITY (satisfactory or otherwise) OR THAT THE SOFTWARE WILL CONFORM TO ANY PARTICULAR DESCRIPTION. THE STATED EXPRESS WARRANTIES ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITY ON THE PART OF LICENSOR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF PERFORMANCE OF THE PROGRAM(S).; or
- Licensor does not warrant that the use or operation of the Software will be uninterrupted or Error-free. Under no circumstances does the LICENSOR represent or warrant that Software errors can or will be remedied. **CORRECTION OF ERRORS IS LICENSEE'S SOLE REMEDY. LICENSOR DOES NOT WARRANT THAT OPERATION OF THE SOFTWARE WILL BE ERROR-FREE, SECURE OR UNINTERRUPTED, AND HEREBY DISCLAIMS ALL LIABILITY ON ACCOUNT THEREOF. LICENSOR DOES NOT WARRANT THE ACCURACY OR CORRECTNESS OF THE RESULTS OBTAINED VIA THE USE OF THE SOFTWARE.** In the event the defect is created, introduced, or caused by any party other than the LICENSOR, due to LICENSEE's attempt to fix the Software, or due to the installation of the Software on other than approved Devices, LICENSEE agrees to pay for LICENSOR' services on a time and materials basis at then-current rates plus any reasonable out-of-pocket expenses.

11.4 The Licensee acknowledges to be informed of the necessary Designated Equipment for the use of the Software.

12. LIMITS OF LIABILITY

12.1 In case of proved Error in the Software, Specification or the Documentation, the Company shall be liable and shall indemnify the Licensee only for direct damages suffered with a cap amounting to the price for the Licence as defined in Clause 5.1.

The Licensee shall make its best effort and take all the necessary measures in order to limit the damages.

12.2 The Company shall not be liable for any indirect damages (including but not limited to loss of revenue or profits; loss of anticipated savings; loss of goodwill or injury to reputation; loss of business opportunity; losses suffered by third parties; losses of data, losses of production or any type of special, indirect or consequential loss or damage) suffered by the Licensee.

12.3 The Company shall have no liability for an event of default arising out of or connected with:

- the use of the Software for a purpose not specified in or otherwise contemplated by the Agreement;
- the use of the Software with any hardware or software other than the hardware and software contemplated by the Agreement;
- the use of the Software with equipment other than Designated Equipment.
- any modification to the Software which is not made by the Company or somebody acting on the express instructions of Company;
- the Licensee's failure to keep full and up to date security copies of the programmes and data; or
- the Licensee's use of an Upgrade, no longer supported by the Company;
- the Licensee's failure to comply with its obligations stated in this Agreement.

13. TERMINATION

In the event one of the parties fails to fulfil one of its obligations under this Agreement, the other party shall be entitled to serve an official notice on the defaulting party to remedy this situation within thirty (30) days of the date of receipt of the registered letter; If there is no remedy within the given period, the other party may terminate this Agreement by formal notice without prejudice of any damage such Party may be entitled to pursuant to the law or this Agreement. The date on which the termination shall take effect is the date indicated in the second registered letter.

LICENSOR may terminate this Agreement or one or more License(s) immediately by written notice in the event of:

- LICENSEE's failure to pay any amount due to the LICENSOR, not being cured within ten (10) days after having received a notification to pay, sent by the LICENSOR; or
- any bankruptcy, liquidation or any similar proceedings started against or voluntarily by the LICENSEE, the appointment of a receiver for LICENSEE, the assignment of LICENSEE's assets for the benefit of its creditors, dissolution or discontinuation of LICENSEE's business or any other event which would have a similar effect.

Termination of this Agreement will automatically imply termination of all Licenses granted to LICENSEE.

Termination shall not affect LICENSEE's obligation of Confidentiality (as provided by the Confidentiality article in this EULA) and shall not affect the rights of LICENSOR which have

accrued prior to termination, such as the right for LICENSOR with regard to the collection of fees owed.

14. ASSIGNMENT

Save as expressly provided in this Agreement, neither party shall assign or otherwise transfer this Agreement or any of its rights and obligations under it whether in whole or in part without the prior written consent of the other.

The Company shall be allowed to transfer this Agreement to a company of the same Group. A company of its Group means a company controls, controlling or under the common control with the Company as defined pursuant to article L233-3 of the Commercial Code.

15. FORCE MAJEURE

No party shall be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause beyond its control including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion or civil commotion. For the avoidance of doubt, nothing in this clause shall excuse the Licensee from any payment obligations under this Agreement.

16. GOVERNING LAW AND JURISDICTION

This Agreement is submitted to French law.

Any dispute relating to the execution, validity, performance, interpretation or termination of this Agreement will be submitted to the Tribunal de Commerce of Nantes.

17. MISCELLANEOUS

17.1 This Agreement, the Order, the Sales Agreement and any exhibits, appendices or amendments that incorporate the Agreement by reference constitute the entire understanding between the Parties and supersedes all prior communications, promises and proposals. In case of inconsistency between this Agreement and the terms of any license order or similar document submitted by LICENSEE, this Agreement shall prevail.

17.2 No modification of this Agreement will be binding to the Parties unless made in writing and signed by both Parties. LICENSEE explicitly agrees that all terms of this Agreement will be applicable by accepting the receipt of the order confirmation of the LICENSOR.

17.3 The invalidity or unenforceability of any provision of this Agreement will in no way affect the validity or enforcement of any other provision. Any invalid or unenforceable provision will be stricken and this Agreement will continue in full force and effect as if the invalid or unenforceable provision had not appeared.

17.4 Any notice with reference to this Agreement shall be validly made with respect to each

of the Parties, when a registered letter is sent by mail or delivery to the other Party.

17.5 No failure or delay on the part of any Party in exercising any right under this Agreement will operate as a waiver of that right, nor will any single or partial exercise of any right preclude any further exercise of that right.

The present section refers to the Features applicable to the Products, which are integrated in the Products. This is known as 'Features Management' system, in which the Licensee is able to design the Desoutter solution based only on Features that it needs for its use.

Many individual standard Features are available, per Product, to build the dedicated solution, depending on Licensee's definition of its needs. These Features are not activated until the Licensee activates through UV allocation.

18. FEATURES MANAGEMENT AND FEATURE ACTIVATION THROUGH UV

18.1 Each Product is proposed with a list of individual Features. The Licensee may use the Product without activating any Feature. If the Licensee wants to use one or several Features, it shall activate the relevant Feature(s) for the considered Product in order for the Feature(s) to be operational. The Feature(s) activation is done through a dedicated Software connected to an Encrypted Storage Device (RIM/PRIM/DRIM/SRIM).

18.2 To activate a Feature, a corresponding number of UV's must be allocated to it in the Encrypted Storage Device. The Encrypted Control Devices are used to host UV's in order to activate the selected features for the corresponding use. The transfer of UV's can only be made from Encrypted Control Device to Encrypted Control Device. No standard USB device can read or make use of UVs.

18.3 Licensor has no liability and provides no warranty regarding the ability for the Licensee to use the UVs. In particular, it is Licensee's responsibility, when buying UVs, to consider the considered Products and their expected duration. Indeed, in the event of breakage, unavailability or expiry of a product, the UVs which would have been allocated to it to activate the Features shall be considered as used and cannot be recovered later by the Licensee (except for the case in 17.5 provided for by this Agreement).

18.4 Each UV can be used to activate any Feature, for any Product (some Features require several UVs to be activated). As long as the UV is stored on the Encrypted Storage Device, the Feature shall be operational (regardless of the availability and operability of the Product itself).