SEIDOR CLOUD APPLICATION LICENCE AGREEMENT

These terms represent the agreement ("Agreement") that governs the license of certain software applications, by ______________ ("Licensee") as identified in the signature section, from SEIDOR USA CORP ("Licensor"); under the following,

TERMS AND CONDITIONS

WHEREAS, Licensor as part of a larger corporate group, represents that it is directly or indirectly the owner / developer or co-developer or reseller of the software applications listed as Exhibit A (the "Applications"); and

WHEREAS, Licensor is willing to grant to the Licensee (under a individual SAP Cloud unit or tenant) the right to use the Licensed Add-Ons Applications, and Licensee is willing to accept such grant, on the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties agree to be legally bound as follows:

1. Grant of License. Licensor grants to Licensee a non-exclusive, non-transferable, non-assignable, limited and revocable license to use the Applications. Licensee is aware and fully acknowledges that the Applications are designed as an add-on under the SAP Cloud platform and in the version and solution specified in the Exhibit A, and that this licence refers specifically and exclusively to the applications under such software, platform and version. License will be updated to future versions as they become available.

   Except for the license terms covered in this agreement, Licensee is granted no other rights or licenses, by implication, or estoppel, or otherwise, under any patents or other intellectual property rights. Parties hereby agree that License Fees as reflected in Exhibit B, are exclusively for the Licensee as the exclusive direct beneficiary, and that no part of this agreement may be interpreted as granting a license to organizations, companies or entities related to, or affiliated with the Licensee. Any further request to implement the application license shall be subject to the current and then valid negotiated License fees, and dully reflected in an addendum to this agreement.

2. License Fees and Payment. In consideration of the license rights granted above, Licensee shall pay the License Fees or other consideration for the Software Add-Ons, documentation and any derivative products -as set forth on Exhibit B, directly to the Licensor or through the assigned reseller of the add-ons. All amounts payable hereunder by Licensee shall be payable in United States dollars without any deductions for taxes, assessments, fees, or charges of any kind. Licensee agrees to pay all license fees periodically in advance based on the period stipulated in Exhibit B, the first payment being immediately upon installation of the add-ons in the Licencee’s tenant.
3. **Taxes and Other Charges.** Licensee shall be responsible for paying all sales, use, excise, value-added, or other tax or governmental charges imposed on the licensing or use of the Software applications, derivative products or documentation hereunder.

4. **No Warranties.** The Applications contained and licensed herein are provided on an "AS IS" basis and to the maximum extent permitted by applicable law, and the Licensor and the authors and developers of this material hereby disclaim all other warranties and conditions, either express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of accuracy or completeness of responses, of results, of workmanlike effort.

IN NO EVENT SHALL LICENSOR OR RESELLER BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION WORK DELAYS OR LOST PROFITS RESULTING FROM THE USE OF THE LICENSED RIGHTS GRANTED HEREIN OR OF ANY PRODUCT OR PROCESS INCORPORATING OR MADE WITH ANY OF THE LICENSED RIGHTS ARISING OUT OF THIS AGREEMENT OR THE DELIVERY OF, USE OF, OR INABILITY TO USE THE LICENSED RIGHTS, EVEN IF THE LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Licensor grants no warranty with respect to SAP software or any other computing program related to this agreement. Licensee is aware and fully acknowledges that the Applications are designed as add ons under the SAP Cloud Platform and version specified in Exhibit A, and that this licence refers specifically and exclusively to this software, platform and version.

5. **Indemnification.** Licensee and its successors agree to indemnify and hold harmless the Licensor, its affiliates, subsidiaries, successors, assigns and their officers, agents and employees of each, from and against any and all claims, suits, damages, losses, liabilities, obligations, fines, penalties costs and expenses (including, without limitation, attorneys’ fees, judgments, fines, and amounts paid in settlement), of whatever kind or nature, as and when incurred, due to or arising out of (in each case in whole or in part) any actual or alleged breach of any representation or warranty made by the Licensee set forth herein, or any actual or alleged failure by the Licensee to fulfill any of its covenants or agreements set forth herein.

6. **Intellectual Property Rights.**

   a) No transfer of ownership of any intellectual property will occur under this Agreement.
   b) Each party shall retain all right, title and interest in and to its Pre-Existing Intellectual Property.
   c) Licensor shall retain ownership of any intellectual property developed and required to provide its services to third parties, which shall not be exclusively licensed to the Licensee.

7. **Intellectual Property Rights Infringement.** Licensor will defend and/or settle any claims against Licensee that allege that an Licensor-branded product or service as supplied under this Agreement infringes the intellectual property rights of a third party. Licensor will rely on Licensee’s prompt notification of the claim and cooperation with the applicable defense. Licensor may modify the product or service so as to be non-infringing and materially equivalent, or may procure a license. Licensor is not
responsible for claims resulting from any unauthorized use of the products or services. Licensor is not responsible for claims resulting from deliverables content or design provided by Licensee.

The Software, application and all modifications or enhancements to, or derivative works based on the Software and applications, whether created or owned by a third party or Licensor or by an entity related or associated with Licensor, and all copyrights, patents, trade secrets, trademarks and other intellectual property rights protecting or pertaining to any aspect of the Software and applications or any such modification, enhancement or derivative work are and shall remain the sole and exclusive property of the Author and legal owner.

8. License Term and Termination. Unless otherwise specified, any license granted is perpetual, provided however that if Customer fails to comply with the terms of this Agreement, Licensor may terminate the license upon written notice. Immediately upon termination, or in the case of a limited-term license, upon expiration, Licensee will either destroy all copies of the software in its possession, or return them to Licensor, or give the Licensor access to the SAP environment where they were installed to be able to uninstall them, except that Licensee may retain one copy of licensed software in its possession for archival purposes only.

Either party may terminate this Agreement immediately with written notice if the other fails to meet any material obligation of this Agreement and fails to remedy the breach within 30 days after being notified in writing of the details. Notwithstanding the foregoing, the Licensor may, at its sole discretion and with written notice, suspend or restrict the access of the Licensee to the licensed software if the Licensee fails to meet any material obligation of this Agreement, including (but not restricted to) making license fee payments, and if the Licensee fails to remedy the breach within 15 days after being notified in writing of the details. If either party becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership or asset assignment, the other party may terminate this Agreement and immediately cancel any unfulfilled obligations. Any terms in the Agreement which by their nature extend beyond termination or expiration of the Agreement will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns. Termination, in accordance with this agreement, shall trigger an immediate payment by Licensee of all pending fees owed for the services rendered until such date.

9. Confidentiality. Information exchanged under this Agreement will be treated as confidential if identified as such at disclosure or if the circumstances of disclosure would reasonably indicate such treatment. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents or contractors with a need to know such information to support that purpose. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for at least 3 years following the termination of this Agreement. These obligations do not cover information that: i) was known or becomes known to the receiving party without obligation of confidentiality; ii) is independently developed by the receiving party; or iii) where disclosure is required by law or a governmental agency.
Licensee shall not disclose the terms and conditions of this Agreement (or supporting materials). Neither party shall use the name of the other party in publicity, advertising, or similar activities, without the prior written consent of the other party.

10. **Global Trade compliance.** Services and products/deliverables provided under these terms are for Licensee’s internal use and not for further commercialization. If Licensee exports, imports or otherwise transfers products and/or deliverables provided under these terms, Licensee will be responsible for complying with applicable laws and regulations and for obtaining any required export or import authorizations.

11. **Notices.** All notices required hereunder shall be provided in writing to the addresses identify below their signatures.

12. **Venue.** Any dispute, controversy or claim arising under or related to this Agreement, will be brought only in the federal or state courts located in Harris County, Texas, which will have exclusive jurisdiction to resolve any disputes with respect to this Agreement, with each Party irrevocably consenting to the jurisdiction thereof; provided that in the event that a dispute arises under this Agreement, the Parties will first meet and attempt in good faith to resolve such dispute for a period up to thirty (30) days, and if such dispute cannot be resolved within such thirty (30) days, each Party may then pursue any and all rights and remedies available to it at law or in equity.

13. **Entire Agreement.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior contemporaneous agreements, oral or in writing, with respect to such subject matter. This Agreement may be amended only by a written instrument signed on behalf of the Parties by their duly authorized representatives.

14. **Severability.** If any provision of this Agreement is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this Agreement, and without further action by the parties hereto, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable.

15. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of [DATE].

(Signatures in the following page)
Signed for SEIDOR:

By: Tomas Fertig
Title: President & CEO
Date: __________________

Address: 18 Augusta Pines Dr. Suite 240W, Spring, TX 77389

(for any notification) Fax. 281 296 1647

LICENSEE NAME:

Signed for Licensee:

By: __________________
Title: __________________
Date: __________________
Address: __________________

(for any notification)

RESELLER: __________________

Signed for Reseller:

By: __________________
Title: __________________
Date: __________________
Address: __________________

(for any notification)
Exhibit A

Licensed Software Add-Ons

1) SEIDOR Advanced Quality Management Add-On for the SAP Business ByDesign solution, which adds at the moment of installation the following functionality:

- Test groupings management (chemical/physical/microbiological/etc.)
- Test types management (moisture/PH/particle size/etc.)
- Detailed quality test result maintenance
- Certificate types
- Certificate management and printing
- Statistical report on quality test results

The abovementioned software add-ons are licensed in their current release versions and all future releases during the term of the license grant. The license is valid for the current release of the SAP Business ByDesign Solution as of the effective date of this Agreement, and for all future releases of the SAP Business ByDesign Solution during the term of the license grant.
### Exhibit B

**License Fees and Payment**

<table>
<thead>
<tr>
<th>Software Add-On</th>
<th>Metrics</th>
<th>Monthly License Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Seidor Advanced Quality Management addon@Cloud</td>
<td>Fee per company</td>
<td>$300</td>
</tr>
<tr>
<td>Deployment Fee</td>
<td>One time fee per tenant</td>
<td>USD 3,500.-</td>
</tr>
</tbody>
</table>

License Fees incorporated herein, cover only one production tenant. For the use of the add-ons on test tenants, annual fees do not apply for any user. One time deployment fees are going to be charged individually for each tenant where add-ons are deployed.

No part of this agreement may be interpreted as granting an unlimited number of implementations of the applications to different Licensee organizations, companies or related entities.

Any further request to implement the application licence shall be subject to the current License fees, and duly reflected in an addendum to this agreement.