



This License Agreement is between HELIOS Software GmbH ("HELIOS") and the Licensee (named at end). Under this License Agreement HELIOS makes the Document Hub source code available to allow the Licensee to develop customized apps and distribute binary code of these apps. This agreement defines the terms between these parties.

1. Source code

Is the C and Objective-C source code of HELIOS Document Hub, including program resources such as design layout files, icons and documentation.

2. Binary code

Is a compiled version of the source code which does not include source code. It may include resource files such as program resources and icons.

3. Confidential information

The Licensee agrees to keep the source code confidential and make the source code available only to developers and managers listed in this agreement. The Licensee is responsible for ensuring that the source code is not made available to any other party.

4. Licensee's rights

The Licensee is permitted to distribute binary code apps that are based upon or use the HELIOS source code. The Licensee is allowed to customize HELIOS source code and to distribute the resulting app solutions in binary code. There is no restriction on the number of different apps or their content that the Licensee may distribute. As long as the Licensee owns a valid WebShare software upgrade service agreement the Licensee is entitled to receive support by e-mail.

5. Licensee's duties

The Licensee must own a WebShare Server product with a valid software upgrade service agreement at the time of signing this license agreement. The Licensee app solution must not use the name HELIOS or HELIOS' product names. When the Licensee app (binary code) goes online it must connect to and authenticate successfully against a HELIOS Web-Share Web Server before continuing with any other Internet communication. For the authentication there are multiple options:

- a) The Licensee can deploy its own HELIOS Web-Share Web Servers.
- b) The app is developed for a customer which deploys its own HELIOS WebShare Web Server.

6. Indemnification

The Licensee agrees to indemnify HELIOS for business loss and damage in case it violates this agreement by making the source code available to other parties. The indemnification is defined with minimum damages of twenty thousand Euros (20,000 €). In case HELIOS can prove that the damage is higher it may claim higher damages.

7. Term

The confidential information of the source code remains effective indefinitely. HELIOS can cancel this agreement only if the Licensee violates the confidential information. The Licensee can cancel this agreement anytime in writing. Upon termination of this agreement the Licensee must destroy the HELIOS supplied source code including all its backup copies, and the Licensees must stop the distribution of apps utilizing the HELIOS source code.

8. Law

Construction and performance of this agreement shall be in accordance with German law. Place of jurisdiction is Hannover, Germany.

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Developer and manager contacts who are granted access to the source code. Prior written authorization from HELIOS is required for any additional contacts.

Full Name	E-Mail	Position (Developer or Manager)

In witness whereof, the parties hereto have executed this agreement:

	HELIOS	Licensee
Company:	HELIOS Software GmbH	
Address:	Steinriede 3 30827 Garbsen Germany	
WebShare Serial No.:	-	
Name & Position:	Helmut Tschemernjak, CEO	
Date:		
Authorized Signature:		
Stamp: (alternatively use business card)		

Note:

Please fax the signed agreement for approval to HELIOS (+49-5131-709325). After HELIOS approves it, two signed copies must be sent by postal mail to HELIOS, who will return one copy, counter-signed by HELIOS, via postal mail.