

**UNDERTAKING OF UNINSTALLATION AND
DEFINITIVE TERMINATION OF USE OF THE SOFTWARE PROGRAM LICENCES**

On [XXXXXXXXXXXXXXXX], in [XXXXXXXXXX]

Sworn statement

Dear Sir or Madam,

In the scope of the resale of the Software Program Licences referred to in the Schedule hereto, carried out via SOFTCORNER's Service, I, the undersigned, [SURNAME, FIRST NAME], in the capacity as [POSITION] of [COMPANY NAME AND BUSINESS REGISTRATION NO. OR EQUIVALENT EUROPEAN IDENTIFICATION NO.], hereby represent and certify the following on behalf of [COMPANY NAME]:

- ▶ The Software Program Licences referred to in the Schedule hereto were initially legitimately and lawfully purchased by the Company (i) from the software program publisher in question, (ii) one of its approved distributors or (iii) a previous legitimate second-hand Buyer;
- ▶ The Software Program Licences referred to in the Schedule hereto are available for resale and are resold with the features and rights initially purchased by [COMPANY NAME];
- ▶ The Software Program Licences referred to in the Schedule hereto have been exhaustively and accurately described in the scope of the resale process and have been duly documented in order to establish the origin and perimeter thereof;
- ▶ The Software Program Licences have been definitively deleted from the assets and accounts of [COMPANY NAME];
- ▶ The corresponding codes have been fully and definitively deleted from the IT system of [COMPANY NAME] or any entity (subsidiary, etc.) which uses the transferred rights, and the Company has not kept any copy thereof. In particular, the Company has uninstalled any and all software programs in question and has deleted any and all archiving or back-up copies which it was authorised to make of the software programs in question by the publisher;
- ▶ The Company shall strictly and definitively refrain from making any new copies or attempting to download the Software Program Licences in question, in particular from the publisher;
- ▶ Therefore, with effect from such uninstallation, the Software Program Licences may no longer be used or reproduced on a definitive basis in any way whatsoever by [COMPANY NAME] and the corresponding user rights are transferred to the Buyer on a definitive basis.

For the purpose hereof, the term "uninstallation" shall cover all types of action aimed at deleting on a definitive basis any copy of the source or object codes for the software programs in question on the IT system on which they were installed, and any deactivation of the user key on a definitive basis. In general, uninstallation shall technically make it strictly and definitively impossible for the Company to use all or part of the software programs in question.

[COMPANY NAME] is informed that the warranties by which it is bound towards the Buyer with regard to the peaceful enjoyment of the rights accordingly transferred, and the liability which it would incur if it fails in any way whatsoever to fully and definitively uninstall the software programs in question on the specified date, with regard to (i) the Buyer, (ii) SOFTCORNER's platform and (iii) the publisher of the software programs in question.

In particular, with effect from the date on which the transaction is carried out, [COMPANY NAME] is informed that any copy, reuse or reinstallation of the software programs in question would constitute infringement, which may give rise to proceedings to order [COMPANY NAME] to cease and desist said infringement and indemnify the persons who incurred a loss due to the Company's breach of the undertakings stipulated in the resale transaction relating to Software Program Licences.

This confirmation undertaking set forth in writing was drawn up by a duly authorised legal representative of the Company, for all legal purposes and intents.

Done in [TO BE COMPLETED] on [TO BE COMPLETED] in [...] originals.

Signature and position

Compulsory company stamp

Schedules:

(1) Full description of the uninstalled Software Program Licences covered by the transaction