

1. APPLICATION

1.1. The terms and conditions set forth herein (hereinafter the "Conditions") apply to all quotations, order acknowledgements, confirmations, acceptances and agreements entered into by Elsyca NV, Vaartdijk 3/603, 3018 Wijkmaal, Belgium and its affiliates for the provision of Engineering Services (hereinafter "the Services") and/or the delivery of hardware products and/or software (hereinafter "the Products") by Elsyca.

1.2. In the event of any conflict between the terms and conditions stated on documents issued by the Client and the present Conditions, these Conditions will prevail.

1.3. The terms and conditions of the Client, including the modifications to Elsyca's Conditions made by the Client, will only bind Elsyca if and insofar as Elsyca has explicitly and in writing accepted the applicability thereof.

1.4. If any of the provisions of the Conditions are rendered null and void, this will not affect the other provisions which will remain in force.

2. SCOPE OF SERVICES

2.1. All Services ordered with Elsyca by the Client will be performed in a professional manner while observing generally recognized commercial practices and standards. The Client acknowledges and agrees that Elsyca's advice and assistance, provided within the scope of these Conditions is, to a large extent, directly depending upon the Client's full cooperation and assistance. Therefore, the Client will provide at its own expense to Elsyca, spontaneously or upon Elsyca's request and in a timely manner, all relevant information, documentation, materials and access to the Client's facilities, necessary to the performance of the Services. The Client will ensure the information's accuracy and completeness. Any delay in the provision of such information, documentation, materials and/or access by the Client, will automatically entail the suspension of Elsyca's obligations until such time as the information, documentation and/or materials are supplied and/or access has been given. In the event the delay exceeds three (3) months, Elsyca may cancel any outstanding provision of Services, without any prejudice to any rights which Elsyca might have in this regard.

2.2. Services provided hereunder do not include the development of software applications.

3. ORDER ACKNOWLEDGEMENT

3.1. All orders for the provision of Services and/or the delivery of Products by Elsyca will be subject to written acceptance by Elsyca.

4. FEES AND CHARGES

4.1. Elsyca's quoted fees and charges are valid for all orders issued within the quotation validity period for Services for which the Client requests a performance start date within six (6) months from the initial order date.

Elsyca's quoted prices are valid for all orders issued within the quotation validity period for Products for which the Client requests a delivery date within three (3) months from the initial order date.

Prices and fees are exclusive of Value Added Tax (VAT) and other applicable sales taxes or duties. Applicable taxes or duties, including but not limited to all taxes, charges or assessments, related to the ownership, sale, possession, rental, use operation, lease and license of the licensed software, are due solely by the Client. Costs resulting from additional or unforeseen handling, shipment or packaging or storage to fulfil specific requests by the Client will be charged to the Client.

4.2. Except as otherwise stated in Elsyca's quotation, the Products will be invoiced upon shipment to Client's address and the Services will be invoiced upon completion or, if the performance of Services exceeds a one month time frame, partially at the end of each month. Receipt of the final Elsyca report by the Client implies acceptance thereof at the date of receipt, unless the Client refuses acceptance in a well-founded way in writing within 8 days after receipt date.

4.3. Except as otherwise stated in Elsyca's quotation, Elsyca's fees and charges and any additional sums payable shall be paid by the Client (together with any applicable Value Added Tax, and without any set-off or other deduction) within 15 days after the date of Elsyca's invoice.

4.4. If payment is not made on the due date, Elsyca shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of four percent (4%) above Elsyca's bank base rate from the due date until the outstanding amount is paid in full.

4.5. Should the Client cancel any order prior to the start date of any performance of Services hereunder and/or prior to the shipment date of the Products hereunder, Elsyca will be entitled to invoice the Client a

cancellation charge equal to five (5) percent of the total order amount, with a minimum of the equivalent of two thousand (2.000) EUROS.

4.6. Any cancellation during the performance of the Services will be subject to the payment by the Client of all Services performed and costs including, but not limited to, labor, travel and materials, incurred by Elsyca up to the date of cancellation, calculated on a Time & Material basis. Also, Elsyca may charge the Client a penalty of ten (10) percent calculated on the difference between the incurred costs and the total order amount.

5. PERFORMANCE DATES FOR SERVICES

5.1. Any performance completion dates quoted by Elsyca are estimates and in no way binding. Elsyca will make every effort to ensure that the Services will be performed according to the indicated completion date. Elsyca will however not be liable for any late or partial performance of Services resulting from events beyond its control or due to unforeseen circumstances.

5.2. In the event the performance of Services has to be delayed or suspended as a result of the Client's failure to make available all necessary and accurate information, documentation and/or materials or to provide Elsyca with access to all facilities and adequate working space considered as necessary by Elsyca personnel, Elsyca will be authorized to review and adapt the completion dates and will also be entitled to extra charges for any additional but reasonable expenses, increasing Elsyca's costs.

6. DELIVERY AND INSTALLATION OF PRODUCTS

6.1. Delivery and installation dates quoted by Elsyca are estimates and in no way binding. Elsyca will make every effort to ensure that delivery will take place at the agreed location according to the indicated delivery date. Elsyca will not be liable for any late or partial delivery resulting from events beyond its control or due to unforeseen circumstances.

7. TRANSFER OF RISK AND TITLE OF PRODUCTS (Hardware)

7.1. Risks of loss and damage will pass to Client upon delivery of the hardware products.

7.2. Transfer of title of the hardware products will take place upon complete payment of the purchase price for the Products.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 The restrictions expressed in this Agreement shall in no way be construed to supersede or eliminate any rights which Elsyca may have pursuant to any applicable laws pertaining to trade secrets.

Services:

8.2. Any invention, improvement or adaptation resulting from and including any know-how, techniques, concepts, processes or ideas, developed in the performance of the Services provided hereunder, will remain the property of Elsyca.

8.3. Elsyca will be entitled to provide services of a similar nature to other clients, using the general know-how, techniques, concepts, ideas or experiences developed hereunder.

8.4. The Client hereby explicitly agrees that Elsyca will be authorized to use the results out of the performance of the Services rendered hereunder, in media releases and public announcements, provided these releases or announcements are limited to general, non-Client traceable information and comply with the obligations of Article 10 – Confidential Information.

Products:

8.5. The Client hereby explicitly recognizes that all intellectual property rights (including copyrights, patent rights, trademarks, trade names and trade secrets) relating to the Products, will remain the sole property of Elsyca or, if licensed by other suppliers, the property of such suppliers. The Client acknowledges that the use of the Products under the scope of these Conditions will not, in any way, imply a transfer of title or any intellectual property right in respect to the Products. The Client will not challenge Elsyca's ownership of the Products or contest Elsyca's right, title or interest in the Products.

8.6. The Client agrees to install the Products in whole or in part with the proper inclusion of Elsyca's copyright notice and trademarks. The Client shall not remove from the Products, or add or alter the Elsyca trademarks contained within the Products, or add any other notices or markings to the Products. The Client will not contest Elsyca's ownership of the trademarks, and Elsyca may at any time and immediately without advance notice prohibit the Client from using the trademarks for any reason. The trademarks may only be used for the Client's own internal use and not for publications.

9. ACCEPTANCE

Services:

9.1. The Services performed by Elsyca shall be deemed accepted by the Client if the engineering tasks as described in the quotation, or so altered in common agreement between Elsyca and the Client, have been carried out and a final engineering report has been submitted and the Client has not made any remarks or provide a written refusal within 14 days after termination of the performance of the Services.

Products:

9.2. Receipt of the Product by the Client implies acceptance thereof at the date of receipt, unless the Client refuses acceptance in a well-founded way in writing within 14 days after receipt date, or unless the Parties agreed upon a specific acceptance procedure.

10. CONFIDENTIAL INFORMATION

10.1. Both Elsyca and the Client agree that they will not use for any purpose other than contemplated by this agreement, will not disclose to any third party, and will cause its employees, independent contractors, and agents not to use or disclose any term of this agreement, and/or any information which is identified as confidential or proprietary by the other Party (hereinafter collectively referred to as "Confidential Information").

10.2 The Parties agree that, during the License term of the software or the term of the performance of the Services, and for a period of five (5) years thereafter, they will use the same degree of care keeping the other Party's Confidential Information confidential as for its own confidential information. In no case will the degree of care exercised be less than reasonable. The other Party's Confidential Information may only be disclosed to those of the receiving Party's employees that have a specific need to access such Confidential Information and that have been made aware of and agree to be bound by a confidentiality obligation.

10.3 The Parties' obligation under this clause will not extend to Confidential Information of which the receiving Party can furnish proof that:

- it was in the public domain at the time it was disclosed;
- it was known to the receiving Party at the time of its disclosure;
- it becomes part of public domain after disclosure and without breach of this Agreement; or
- it is disclosed to the receiving Party by a third party without restrictions on such party's right to disclose or use the same.

10.4 Each Party will inform the other Party of any request by a court or government agency to disclose the other Party's Confidential Information, in order to enable the other Party to waive the provisions of this clause 10 or defend the nondisclosure.

11. QUALIFIED PERSONNEL

11.1. All Services will be performed by qualified and trained personnel, selected by Elsyca.

11.2. Elsyca will, upon acceptance of the Client's order, appoint a Project Manager who will liaise with the Client's appointed representative.

11.3. The Client will refrain from offering employment to Elsyca employees performing Services hereunder, for a period starting upon the actual performance and lasting up to twelve (12) months after the final completion or premature termination of the performance of Services.

11.4. In the event, the Client breaches the provisions of this Article 11, it shall pay to Elsyca damages in the amount of one hundred thousand (100.000) EUROS or such higher amount if Elsyca proves that it incurred higher damage.

12. SUBCONTRACTORS

12.1. Part or all of the obligations of Elsyca under these Conditions may be carried out by a subcontractor appointed by Elsyca.

13. SUSPENSION AND TERMINATION

13.1. Elsyca may suspend or terminate with immediate effect, with written notification and without the Court's intervention, any performance under these Conditions or cancel any outstanding order for Services and/or Products without prejudice to any other right which Elsyca might have in this regard, in the event:

- the Client fails to pay any amount due or fails to perform any of its other obligations under these Conditions and has not observed a formal notice sent by Elsyca to the Client to remedy such default within ten (10) days;
- of bankruptcy or liquidation or any similar proceedings started against or voluntarily entered into by the Client, the appointment of a receiver for the Client, the assignment of the Client's assets for the benefit of its creditors, dissolution or discontinuation of the Client's business or any other event which would have a similar effect.

13.2 Termination of this agreement will automatically imply termination of all Licenses granted to the Client.

13.3 Termination shall not affect the Client's obligation of Confidentiality (as provided by clause 10 above) and shall not affect the rights of Elsyca which have accrued prior to termination, such as the right for Elsyca with regard to the collection of fees owed.

13.4 The Client agrees, upon termination of a License for whatever reason, to discontinue immediately the use of the Program(s) and return or destroy the relevant media as directed by Elsyca, and, if requested by Elsyca, to certify in writing as to the destruction of the media and any and all copies thereof. In the event software protection devices were delivered with the Program(s), the Client will also - at Elsyca's option - destroy or return them.

14. WARRANTY

14.1. Elsyca does not provide any representation or warranty on any results generated by any simulation made by Elsyca. Such results are always provided on an "AS IS" basis and the Client is fully responsible and liable for any use or conclusions made based on such simulation results.

14.2. The Client warrants that any documentation provided and its use by Elsyca for the purpose of providing the Services will not infringe the copyright or other intellectual property or other rights of any third party, and the Client shall indemnify Elsyca against any loss, damages, costs, expenses or other claims arising from any such infringement.

14.3. Elsyca warrants the hardware products sold under these Conditions against all defects in material and workmanship for twelve (12) months from the agreed installation date (hereinafter: the Warranty Period). During the Warranty Period any hardware product proved to be defective will, at the discretion of Elsyca, either be repaired or replaced, if Elsyca has verified the defect and the Client has duly informed Elsyca in writing of the alleged defect. Warranty for hardware provided by third parties is however expressly limited by the warranty conditions set forth by the manufacturer of such third party hardware.

14.4. For software products licensed by Elsyca, the Warranty will be granted for a period of six (6) months. During this warranty period Elsyca shall within reasonable time after being notified of any material error or bug in the software product try to resolve such error or bug. This can be done by a workaround or any other modification or adaptation of the software product, as Elsyca deems reasonable and necessary.

14.5. Elsyca does not warrant (i) that functions contained in the Products will meet Client's requirements, (ii) that the delivered Products fit a particular purpose, (iii) that the operation of the Products will be uninterrupted or error free, or (iv) that all defects will be corrected. Repair or replacement does not extend the warranty beyond the initial stated period. Warranty will not apply if a defect results from improper use by the Client, unauthorized repair or manipulation conflicting with the supplied guidelines and specifications nor for any defects that were apparent at the time of delivery of the Products and that were not reported to Elsyca by the Client at that moment, defects that were caused directly or indirectly by the act, whether committed by fault or negligence or not, of the Client, the intent, fault or negligence of its personnel, agents or distributors or any other third party. Warranty services are limited to those provided herein; all other warranty provisions are expressly excluded.

14.6. Except for the express warranties stated above, Elsyca disclaims all warranties on the Product(s) furnished, including all implied warranties of merchantability and fitness. The stated express warranties are in lieu of all obligations or liability on the part of Elsyca for damages arising out of or in connection with the use of performance of the Product(s).

15. LIABILITY AND INDEMNITY

15.1. The liability of Elsyca under these Conditions is hereby limited to the compensation of the direct damages caused to the Client only, if and insofar as the Client furnishes evidence and Elsyca acknowledges the reality of such damages.

15.2. Any claim for liability under these Conditions, related to the Services and/or Products, will, in all cases, be limited for the Services to the amount of the fees and charges payable for the Services and for the Products the following limitation will apply:

- claims related to hardware products sold by Elsyca will, in all cases, be limited to the value of the particular hardware products concerned, purchased under these Conditions by the Client. Such value is to be calculated on the basis of the amount of the purchase invoice less depreciation;
- claims related to software products licensed by Elsyca will, in all cases, be limited to the amount of the license fees paid under this agreement during the twelve (12) months preceding the occurrence of the damage.

15.3. Also, Elsyca will not be liable for:

- any unforeseeable, consequential or indirect damages, including but not limited to commercial losses, increase of expenses, loss of clientele, loss of databases or programs or actions and claims made by third parties;
- any damages arising out of the act, whether committed by fault or negligence or not, of the Client or his employees, the injured person or any person for whom the Client or the injured person is responsible, including but not limited to any damages caused by the failure to observe any and all instructions, written or oral, provided by Elsyca or by the improper use of the Products such as the use for a purpose other than the intended or customary purpose for which the products are manufactured;
- any damages recovered by third parties from the Client; and/or
- any damages caused by hardware, software or other products or services furnished by others than Elsyca and any damages caused by the products which have been modified or maintained by others than Elsyca.

15.4. In any event, the aggregate liability of Elsyca under this agreement will be limited to the amount of 100.000 (one hundred thousand) EUROS.

15.5. The Client will indemnify and hold Elsyca harmless from and against any and all claims, demands, loss (financial or otherwise), damage, liabilities, costs, fees, increased taxes or expenses (including without limitation, court costs and reasonable attorneys' fees), which may be incurred or which may be claimed by any person arising out of or related to: (i) acts or omissions of the Client, its directors, officers, employees or agents relating to the exercise of, or the failure to exercise, the Client's obligations under these Conditions, or (ii) any breach of these Conditions or any other agreement between the Client and Elsyca. The Client shall take all necessary measures towards third parties in order to confirm the exclusion or liability of Elsyca as stated above.

15.6. The provisions of this article 15, including all limitations of liability will apply and remain enforceable, except and to the extent that any mandatory law or regulation, if applicable, provide otherwise.

16. FORCE MAJEURE

16.1. In case of Force Majeure such as fire, strike, riot or any other act beyond its control, Elsyca will not be liable for any default or delay in performance of all or part of its obligations. Elsyca will however take all necessary measures to reduce the period of non-performance and will immediately continue performance whenever such Force Majeure cause is removed.

16.2. If, due to such Force Majeure cause, the scheduled performance dates should be delayed for more than three (3) months, Elsyca will be entitled to cancel the present agreement for Services or any part thereof, without incurring any liability towards the Client by reason of this cancellation.

17. ASSIGNMENT

17.1. The present agreement, and any rights hereunder may not be assigned, in whole or in part by the Client to any other party, except with the prior written approval of Elsyca.

18. EXPORT REGULATIONS

18.1. Performance under this Agreement will be subject to obtaining, where necessary, licenses for the export or import of products and documentation from the country of origin for delivery to the Client. If and to the extent Elsyca expressly agrees thereto, Elsyca will take all necessary steps to obtain, on its account, such licenses from the country of origin of the products. The Client shall not, with respect to these products and their related documentation, act contrary to the export and/or import licenses and/or regulations in force. The Client will at the request of Elsyca supply all information and documentation which Elsyca might need in order to obtain licenses.

19. SOFTWARE LICENSE

19.1 Licenses granted by Elsyca to the Client will be non-exclusive, personal, limited and non-transferable, without the right to grant sublicenses.

19.2 A License granted by Elsyca to the Client is either a Local License, a Floating Country License, or a Floating World-wide License.

Licenses granted by Elsyca to the Client, which are specified as Local Licenses or Floating Country Licenses, or which are unspecified, only allow the Client to use the Licensed Software Product(s) in the country of the Client's site of first intended usage (Client's shipment address). Such Licenses and/or the corresponding Licensed Software Products may not be transferred to other countries.

19.3 For each Program, ordered by the Client and accepted by Elsyca, the Client will receive a new or updated License File in accordance with the License order. During the period the Program is under Warranty (as defined in clause 8) or covered by a valid Elsyca support Contract, the Client is entitled to requests changes to the License File issued by Elsyca. Upon delivery of a new or updated License File, the Client agrees to discontinue the use of the previous (version of the) License File.

19.4 The Client shall be responsible for installation of the Program(s).

19.5 The Client agrees not to change, attempt to decode or tamper in any way with any Protection Device or any License File provided by Elsyca, nor to try to duplicate them.

19.6 Except as expressly permitted by Elsyca or as mandatory provided by the applicable law, the Client shall not (and shall not attempt to nor allow any third party to or attempt to) adapt, alter, amend, modify, reverse engineer, decompile, disassemble or decode the whole or any part of the Program(s), translate the whole or any part of the Program(s) into another language or create the source program or any part thereof from object programs or from other information made available under this agreement. To the extent that the applicable law expressly grants the Client the right to decompile the Program(s), the Client undertakes not to decompile (or attempt to do so) the Program(s) without first requesting such information from Elsyca. Elsyca shall have the right to impose reasonable conditions (such as the payment of a reasonable fee) for making the information available.

19.7 The Client shall use the Program(s) for the Client's own internal data processing purposes and shall not make all or any part of the Program(s) available to persons other than its employees. Third Party Service Providers may have access to and use the licensed Program(s) as well, as long as they are using the licensed Program(s) for the Client's benefit in the course of the Client's business operations. The Client will require any such Third Party Service Provider to agree in writing to (i) use the Program(s) only to perform internal data processing services for the Client and (ii) to be bound by terms equivalent to those set out in this agreement. The Client remains responsible for the use of the Program(s) by all Third Party Service Provider(s).

19.8 The Client shall ensure that all persons who are authorized by the Client to use the software are suitably qualified and competently trained. The Client shall not permit any person (except its suitably qualified, trained and authorized employees who need to use or have access to the software) to use or have access to any part of the software or the documentation and shall take all practicable steps to prevent any access to the software or the documentation by any other person.

19.9 The Client shall ensure that all persons who are authorized by the Client to use the software understand and accept the Elsyca License Agreement

20. GENERAL

20.1. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

20.2. No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

21. GOVERNING LAW AND COMPETENT JURISDICTION

21.1. The present agreement is governed by Belgian law. The Courts of Leuven, Belgium, will have exclusive jurisdiction to hear any dispute arising under these Conditions and all orders, acceptances and agreements.