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 BEFORE INSTALLING THE PROGRAM (AS DEFINED IN ARTICLE 1) LICENSED TO YOU BY NOESIS (AS DEFINED IN ARTICLE 1). BY COPYING, INSTALLING OR USING ALL OR ANY PORTION OF THIS PROGRAM, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

NOESIS and LICENSEE may be individually referred to as "a Party" and collectively as "the Parties".

WHEREAS this Agreement sets forth the terms and conditions according to which NOESIS agrees to grant and LICENSEE agrees to accept, a License to use the Program.

NOW, THEREFORE, in consideration of the premises hereof and the mutual promises and agreements contained herein, the Parties hereto agree as follows:

1. DEFINITIONS

In this Agreement, the following words and expressions, when capitalized, shall have the meanings hereby assigned to them except where it is otherwise expressly stated:

a) **"Affiliate"** means, with respect to any Party, any other person in which that Party, directly or indirectly, (i) owns more than 50% of such other person's outstanding equity or ownership interest, or (ii) has the power to designate the managing authority of such other person.

b) **"Agreement"** means this agreement including all appendices as well as other amendment(s) and supplement(s) hereto.

c) **"Computer"** means a Personal Computer or Workstation,

d) **"Configuration"** means the scope of the License granted, identified by the specification of the duration of the License, the number of users which might use the License simultaneously, and which is documented in the License File,

e) **"Floating License"** means a License for a network of Computers that belong to the Licensee and which enables the Licensee to use no more than the number of simultaneous users as specified in the Configuration. A Floating License is valid for use of the Program at the designated Licensee Site only.

f) **"Lease License"** means a License granted for designated period of time (as specified by the NOESIS Distribution Network in the applicable quotation and/or confirmed in the applicable order acceptance), which may be renewed or extended upon payment of recurring License fees.

g) **"License"** means the authorisation to execute a Program on a Computer.

h) **"License File"** means a file containing one or more Configuration(s).

i) **"License Server"** means a Computer running software which enforces Licensee to run the Program(s) in accordance with the License File.

j) **"Licensee Site"** means a facility, site or campus owned or leased by, or under the control of, the LICENSEE, where the License provided by NOESIS to the LICENSEE will be installed

k) **"License Term"** means the term during which the License can be used

l) **"Marks"** means any trademarks, trade names, logos, patent or copyright notices, or other proprietary notices or markings belonging to NOESIS.

m) **"NOESIS"** means Noesis Solutions NV, Gaston Geenslaan 11B, B-3001 Leuven, Belgium

n) **"NOESIS Distribution Network"** means NOESIS or its Affiliates or a third party distributor duly authorized by NOESIS

o) **"Paid-up License"** means a License granted against payment of a one-time License fee.

p) **"Program"** means pre-packaged NOESIS software program in object code, licensed by NOESIS to Licensee.

q) **"Purchase Order"** means an order by Licensee to the NOESIS Distribution Network for Program(s) from NOESIS.

r) **"SSP Contract"** means Software Support Program Contract, which - upon payment - extends the services provided during the Warranty Period.

s) "**Third Party Service Provider**" means any authorized party providing services to Licensee

t) **"User Program(s)"** means application software developed on the basis of a Program by Licensee or by any other party not being NOESIS.

2.   GRANT OF LICENSE AND LIMITATIONS OF USE

2.1.   Any License granted by NOESIS to LICENSEE will be governed by the terms and conditions of this Agreement.

2.2.   Licenses granted by NOESIS to LICENSEE will be non-exclusive and non-transferable, without the right to grant sublicenses.

2.3.   For each License to the Program, ordered by Licensee to the NOESIS Distribution Network and accepted by NOESIS, LICENSEE will receive a License File in accordance with the Purchase Order. During the period the Program is under Warranty (as defined in clause 6 below) or covered by a valid SSP Contract, LICENSEE is entitled to request changes to the License File related to a change of License Server. Upon delivery of a changed License File, Licensee agrees to discontinue the use of the previous (version of the) License File.

2.4.   Delivery dates quoted by the NOESIS Distribution Network are estimates and in no way binding. The NOESIS Distribution Network will however make every effort to ensure a timely delivery.

2.5.   LICENSEE shall be responsible for installation of the Program(s). LICENSEE agrees to use the Program and any part thereof only in the Configuration and within the limits, described in the latest (version of the) License File supplied by NOESIS. The LICENSEE is prohibited from providing access to the License for users that are located outside the Licensee Site where the License is installed.

2.6.   LICENSEE agrees not to change, attempt to decode or tamper in any way with any License File supplied by NOESIS, nor to try to duplicate them. In the event a malfunction occurs on a License Server, causing a Program to become inoperable in the Configuration authorized in the License File, LICENSEE may request from the NOESIS Distribution Network a temporary changed License File to be used until the defects are repaired. LICENSEE agrees to discontinue the use of such temporary License File once the defects are repaired. In no event will LICENSEE be allowed to use both License Files simultaneously.

2.7.   LICENSEE may make copies of the Program(s) only to the extent as necessary for LICENSEE'S back-up or archival purposes of the Program(s). Except as expressly permitted by NOESIS or as mandatorily provided by the applicable law, LICENSEE 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 LICENSEE the right to decompile the Program(s), LICENSEE undertakes not to decompile (or attempt to do so) the Program(s) without first requesting such information in writing from NOESIS. NOESIS shall have the right to impose reasonable conditions (such as the payment of a reasonable fee) for making the information available.

2.8.   LICENSEE shall use the Program(s) for LICENSEE'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 LICENSEE's benefit in the course of LICENSEE's business operations. LICENSEE 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 LICENSEE and (ii) to be bound by terms equivalent to those set out in this Agreement. LICENSEE remains responsible for the use of the Program(s) by all Third Party Service Provider(s).

2.9.   Unless for LICENSEE's own internal data processing, LICENSEE may not create or have created User Programs using any of the supplied Program(s) without previous written approval of NOESIS. LICENSEE may not supply User Programs to any third party, whether free of charge or not, unless otherwise permitted in a separate written agreement executed between LICENSEE and NOESIS.

3.   PROPERTY RIGHTS

3.1.   LICENSEE hereby explicitly recognizes that all property rights (including but not limited to copyrights, patent rights, trade marks, trade names and trade secrets) relating to the Program(s), will remain the sole and exclusive property of NOESIS or, if licensed from other suppliers, the property of such suppliers. LICENSEE acknowledges that the use of the Program(s) under the scope of this Agreement will not, in any way, imply a transfer of title or any proprietary right in respect to the Program(s). LICENSEE will not challenge NOESIS's ownership of the Program(s) or contest NOESIS's right, title or interest in the Program(s).

3.2.   LICENSEE agrees to install the Program(s) in whole or in part with the proper inclusion of NOESIS's copyright notice and Marks. LICENSEE shall not remove from the Program(s), or add or alter the NOESIS Marks contained within the Program(s), or add any other notices or markings to the Program(s). LICENSEE will not contest NOESIS's ownership of the Marks, and NOESIS may at any time and immediately without advance notice prohibit LICENSEE from using the Marks for any reason. Marks may only be used for LICENSEE's own internal use and not for publications.

3.3.   The restrictions expressed in this Agreement shall in no way be construed to supersede or eliminate any rights which NOESIS may have pursuant to any applicable laws pertaining to trade secrets. Any rights not expressly granted in this article 3 are also reserved to Noesis.

4.   CONFIDENTIALITY

4.1.   Each Party agrees that it will not use any confidential information for any purpose other than contemplated by this Agreement, will not disclose confidential information to any third party, and will cause its employees, independent contractors, and agents to not use or disclose the confidential information or 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").

NOESIS herewith explicitly identifies the (details of the) Program and its related documentation as being confidential.

4.2.   The Parties agree that, during the License Term and for a period of five (5) years after its expiration or termination, they will use the same degree of care keeping the 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.

4.3.   The Parties' obligation under this clause will not extend to Confidential Information of which the LICENSEE can furnish proof that :

  (a)   it was in the public domain at the time it was disclosed;
  (b)   it was known to the LICENSEE at the time of its disclosure and is proven by written records;
  (c)   it becomes part of public domain after disclosure and without breach of this Agreement
  (d)   it is disclosed to the LICENSEE by a third party without restrictions on such party's right to disclose or use the same.

4.4.   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 4 or defend the nondisclosure.

5. FINANCIAL CONDITIONS

5.1.   The License fee and the payment scheme will be specified by the NOESIS Distribution Network in the applicable quotation and/or confirmed in the applicable order acceptance. It depends a.o. on the number of users which might use the License simultaneously, the number of Computers which might run the License simultaneously and the then current price list. 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 LICENSEE.

5.2.   LICENSEE will pay all fees due within 30 days of receipt of the NOESIS Distribution Network's invoice, except if there is a particular and confirmed agreement between the NOESIS Distribution Network and LICENSEE that states otherwise.

6. ACCEPTANCE AND WARRANTY

6.1.   Receipt of a License File (hereinafter: the Receipt) by LICENSEE implies acceptance of the related Program at the date of Receipt, unless LICENSEE refuses acceptance in a well-founded way in writing within 14 days after Receipt date, or unless the Parties agreed in writing upon a specific acceptance procedure.

6.2.   NOESIS warrants that the Product will conform in all material respects to the documentation supplied by NOESIS and in effect at the time of delivery for a limited warranty period. The duration of this warranty period will be specified by the NOESIS Distribution Network in the applicable quotation and/or confirmed in the applicable order acceptance.

6.3. During the warranty period, NOESIS will, through the NOESIS Distribution Network, in the event of a non-conformity which is reproducible by NOESIS, and of which NOESIS is duly notified in writing by LICENSEE:

- use its best efforts to either supply avoidance procedures or corrections to the non-conformity, at no additional charge,

- or to replace the licensed Product,

all together referred to as the "Warranty"

6.4. Warranty will however not apply for defects resulting from improper use, installation misuse, neglect, accident, fire or other hazard, from any breach of this Agreement by LICENSEE or from unauthorized alterations, modifications or enhancements to the Program.

6.5. Under no circumstances does NOESIS represent or warrant that all Program errors can or will be remedied. **CORRECTION OF ERRORS IS LICENSEE'S SOLE REMEDY. NOESIS DOES NOT WARRANT THAT OPERATION OF THE PROGRAM WILL BE ERROR-FREE, SECURE OR UNINTERRUPTED, AND HEREBY DISCLAIMS ALL LIABILITY ON ACCOUNT THEREOF.** In the event the defect is created, introduced, or caused by any party other than the NOESIS Distribution Network, due to LICENSEE's attempt to fix the Program, or due to the installation of the Program on other than approved Computers, LICENSEE agrees to pay for the NOESIS Distribution Network's services on a time and materials basis at then-current rates plus any reasonable out-of-pocket expenses.

6.6. Error correction periods do not extend the warranty period. For Programs licensed under Lease License model, error correction periods do not extend the License duration.

6.7. EXCEPT FOR THE EXPRESS WARRANTIES STATED ABOVE, NOESIS DISCLAIMS ALL WARRANTIES ON THE PROGRAM(S) FURNISHED UNDER THE SCOPE OF THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS. THE STATED EXPRESS WARRANTIES ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITY ON THE PART OF NOESIS FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF PERFORMANCE OF THE PROGRAM(S).

7.   INFRINGEMENT

7.1. NOESIS agrees to indemnify, hold harmless, and defend LICENSEE from and against any and all claims based on an infringement of the Program(s) of a third party's intellectual property right, provided that NOESIS is notified promptly in writing of any notice of claim or of threatened or actual suit, and provided that, at NOESIS' request and expense, LICENSEE gives NOESIS reasonable assistance in the defense of the same.

7.2. Following to a notice of a claim or of a threatened or actual suit, NOESIS will at its expense do its best effort to try to procure for LICENSEE the right 1) to continue the use of the Program(s) in accordance with this Agreement, or 2) to replace or modify the Program(s) to make it non-infringing. If NOESIS elects to replace or modify the Program(s), such replacement shall prevent substantial material loss of functionality, if any,compared to the Program(s) to be replaced or modified. If neither of the foregoing options is available on terms which are reasonable in NOESIS' judgment, LICENSEE shall at NOESIS' request refrain from using and/or distributing those components subject to such claim and, at the option of NOESIS, destroy or return any inventory of said components, and all copies thereof, to NOESIS within one (1) month from NOESIS' written request.

7.3. The foregoing states NOESIS' entire liability towards LICENSEE in the event of infringement of a third party's intellectual or industrial property rights by Program(s) delivered under the scope of this Agreement.

8. INDEMNIFICATION AND LIMITATION OF LIABILITY

8.1. NOESIS 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 LICENSEE or his personnel, the injured person or any person for whom LICENSEE 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 the NOESIS Distribution Network or caused by the use of the Program not in accordance with the written or verbal instructions of use provided by the NOESIS Distribution Network or by the use of the Program for a purpose other than the intended or customary purpose for which the products are manufactured or developed;

- any damages recovered by third parties from LICENSEE;

- any damages caused by hardware, software, other products or services furnished by others than NOESIS and any damages caused by the products which have been modified or maintained by others than NOESIS.

8.2. Without prejudice to clause 8.1., NOESIS' liability under this Agreement is hereby limited to the compensation of the direct damages (within the limits set below) caused to LICENSEE only, if and insofar as LICENSEE furnishes evidence of such damages. NOESIS' liability for any claim related to a Program will be limited to the amount of the License fee paid by LICENSEE to NOESIS under this Agreement for the particular License of the Program which is the subject matter of the claim. For Programs licensed under the Lease License mode however, NOESIS' liability will be limited to the amount of the lease fees paid by LICENSE to NOESIS under this Agreement during the two (2) years preceding the occurrence of the damage.

In any event, the aggregate liability of NOESIS under this Agreement will be limited to the amount of 100.000 € (one hundred thousand Euro).

8.3. The provisions of the foregoing clauses 8.1. and 8.2., 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.

8.4. LICENSEE will indemnify and hold NOESIS 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 LICENSEE, its directors, officers, employees or agents relating to the exercise of, or the failure to exercise, LICENSEE's obligations under this Agreement, or (ii) any breach of this Agreement or any other agreement between LICENSEE and NOESIS.

9. TERM AND TERMINATION

9.1. The License of a Program granted under the scope of this Agreement shall be effective from the date of delivery of the Program(s) to LICENSEE. It shall remain in effect (i) for the duration specified in the License File, or (ii) until terminated as provided by this Agreement, whichever is earlier.

9.2. NOESIS 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 NOESIS Distribution Network, not being cured within ten (10) days after having received a notification to pay, sent by the NOESIS Distribution Network.

- 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.

- LICENSEE's failure to cure any default (other than LICENSEE's failure to pay) within 30 days of receipt of written notice thereof from the NOESIS Distribution Network. In case of non-curable failure, NOESIS is entitled to terminate a License and/or this Agreement with immediate effect and without prior notification.

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

9.4. Termination shall not affect LICENSEE's obligation of Confidentiality (as provided by clause 4 above) and shall not affect the rights of NOESIS which have accrued prior to termination, such as the right for the NOESIS Distribution Network with regard to the collection of fees owed.

9.5. LICENSEE agrees, upon termination of a License for whatever reason, to immediately discontinue the use of the Program(s) and return or destroy the relevant media as directed by NOESIS, and, if requested by NOESIS, to certify in writing as to the destruction of the media and any and all copies thereof.

10. MISCELLANEOUS

10.1. This Agreement constitutes 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.

10.2. 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 NOESIS.

10.3. 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.

10.4. Neither Party shall assign, license or transfer to a successor, affiliate or any other person, firm or organization this Agreement without the other Party's prior written consent, which will not be unreasonably withheld. An assignee of either Party, if authorized hereunder, shall have all of the rights and obligations of the assigning party as set forth in this Agreement.

10.5. 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

10.6. 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.

10.7. Neither Party will be liable to the other for any failure or delay in its performance of this Agreement in accordance with its terms if such failure or delay arises out of causes beyond the control and without the fault or negligence of such Party (Force Majeure). In the event the Force Majeure should last for a period greater than three (3) months, each Party will be entitled to suspend or to cancel the present Agreement or any part thereof, without incurring any liability towards the other Party by reason of this suspension or cancellation.

11. EXPORT CONTROL

LICENSEE agrees not to allow the Program and/or associated documentation to be sent to or used in any other country except in compliance with all applicable European Union, United States of America and other originating country's export and re-export laws and regulations as "prohibited or restricted" countries, or into any other country to which such exports or re-exports may be restricted (collectively, the "Prohibited Countries"). LICENSEE agrees to indemnify and hold harmless NOESIS as a result of any claim or damage resulting from LICENSEE's violation of any export law or regulation.

12. APPLICABLE LAW AND COMPETENT JURISDICTION

This Agreement will be in all respects governed by and construed in accordance with the laws of Belgium, expressly excluding the application of the United Nations Convention for the International Sale of Goods (CISG; the Vienna Convention). The Courts of Leuven (Belgium) will have full jurisdiction in all matters related to or arising out of this Agreement.