

General Terms and Conditions

ARTICLE 1: GRANT OF LICENSE

- 1.1 The SOFTWARE SUPPLIER grants to LICENSEE a non-transferable and non-exclusive license to use the PROGRAM PACKAGE under the terms and conditions stated in the AGREEMENT and for a period of time identified in article 7.
- 1.2 The SOFTWARE SUPPLIER provides thereto:
 - i) The PROGRAM PACKAGE as defined on the reverse side.
 - ii) The sourcecode, readable by the REQUIRED HARDWARE, of the programs written in FORTRAN 77 as defined by PROGRAM PACKAGE.
 - iii) The executable programs of the PROGRAM PACKAGE which can be read and then run by the REQUIRED HARDWARE.
- 1.3 LICENSEE shall have the right to use the PROGRAM PACKAGE at the USER ADDRESS only.
- 1.4 LICENSEE may make copies of the PROGRAM PACKAGE for:
 - i) using the PROGRAM PACKAGE on the designated systems; and
 - ii) for archive or emergency restart. LICENSEE agrees to reproduce and include the same labels and notices on all copies that are present on the original material.
- 1.5 LICENSEE shall not voluntarily or involuntarily transfer, sell, rent, distribute or sublicense the PROGRAM PACKAGE or make it available in any form to others.

ARTICLE 2: OWNERSHIP AND SECURITY

- 2.1 Title to and ownership of the PROGRAM PACKAGE shall at all times remain by the owners.
- 2.2 The SOFTWARE SUPPLIER guarantees that she has the right to grant licenses and that, to her best knowledge, the PROGRAM PACKAGE, used within the scope of the AGREEMENT does not infringe on any patent, copyright or trademark.
- 2.3 LICENSEE agrees to keep the PROGRAM PACKAGE confidential, specifically LICENSEE agrees to limit the access by unauthorized persons to the computer systems on which the PROGRAM PACKAGE is installed and to the PROGRAM PACKAGE itself.

ARTICLE 3: LIMITATIONS OF LICENSE

- 3.1 LICENSEE may edit, format or otherwise modify the PROGRAM PACKAGE, provided however that portions of the PROGRAM PACKAGE, included in a modified work shall remain subject to all terms and conditions of this AGREEMENT. When LICENSEE improves or expands the PROGRAM PACKAGE, the SOFTWARE SUPPLIER would appreciate to be informed.
- 3.2 LICENSEE agrees not to use the PROGRAM PACKAGE for the benefit of a third party.
- 3.3 The AGREEMENT allows the PROGRAM PACKAGE to be used at the USER ADDRESS by only one person at any time.
- 3.4 LICENSEE agrees to refer to the text defined by REFERENCES in case results obtained with the PROGRAM PACKAGE are published.

ARTICLE 4: WARRANTY

- 4.1 The SOFTWARE SUPPLIER guarantees during a period of three months after delivery, that the PROGRAM PACKAGE functions according to its specifications which means exclusively that the examples from the manual can be reproduced by the executable code on the REQUIRED HARDWARE. The SOFTWARE SUPPLIER can charge the costs of repair (including travel expenses and work hours) in case a defect or suspected defect in the PROGRAM PACKAGE turns out not to be caused by intrinsic errors in the code.
- 4.2 The SOFTWARE SUPPLIER's entire liability and the exclusive remedy of LICENSEE shall be, at the SOFTWARE SUPPLIER's option, either a return of the LICENSE FEES or repair or replacement of the PROGRAM PACKAGE.
- 4.3 The PROGRAM PACKAGE is provided to LICENSEE "as is" and without further warranty than stated in article 4.1 and article 4.2. In no event shall the SOFTWARE SUPPLIER be liable for special, indirect or consequential damages arising out of or in connection with the use or the performance of the PROGRAM PACKAGE, even if the SOFTWARE SUPPLIER has been advised of the possibility of such damages, and LICENSEE shall indemnify and hold harmless the SOFTWARE SUPPLIER for any alleged liability. By way of example but not of limitation, the SOFTWARE SUPPLIER makes no representations or warranties that the use of the PROGRAM PACKAGE will not infringe on any patent, copyright or trademark, or that the PROGRAM PACKAGE is fit for any particular purpose or that the results of the calculations obtained with the PROGRAM PACKAGE are correct.

ARTICLE 5: SERVICE AND NEW RELEASES

- 5.1 In case of new releases of the PROGRAM PACKAGE within the first year after the date of this AGREEMENT, the SOFTWARE SUPPLIER will provide an updated copy to LICENSEE without charge, except for local taxes and/or duties.
- 5.2 In case of new releases of the PROGRAM PACKAGE after a year has passed since the date of this AGREEMENT, these may at the SOFTWARE SUPPLIER's option, be marketed as new products.
- 5.3 The PROGRAM PACKAGE allows LICENSEE to modify or extend the code. It is understood by LICENSEE that from time to time the SOFTWARE SUPPLIER may release new versions of the PROGRAM PACKAGE and on occasion such new versions

may not be compatible with LICENSEE modified code previously created. The SOFTWARE SUPPLIER waives all responsibility for any incompatibilities and LICENSEE accepts that this may occur.

- 5.4 The SOFTWARE SUPPLIER will not be responsible for the correcting of any bugs or deficiencies found by LICENSEE except as stated in article 4.1. The SOFTWARE SUPPLIER does not guarantee any support to LICENSEE with respect to applications or usage or adaptation to a different computer system than the REQUIRED HARDWARE. The SOFTWARE SUPPLIER has the option to answer to written questions from LICENSEE either by a written statement that no support can be given, or by a quotation for paid support or by actual written suggestions as to how to solve the problem of LICENSEE.

ARTICLE 6: DELIVERY AND PAYMENT

- 6.1 The SOFTWARE SUPPLIER will deliver the PROGRAM PACKAGE at the USER ADDRESS, soon after the SOFTWARE SUPPLIER has received a signed copy of this AGREEMENT from LICENSEE.
- 6.2 LICENSEE agrees that payment of LICENSE FEES shall be made to the SOFTWARE SUPPLIER within thirty (30) days after delivery in the way indicated by the SOFTWARE SUPPLIER. LICENSEE further agrees to pay all sales, use, property, excise and other taxes now or hereafter imposed by any government body or authorized agency on the use of the PROGRAM PACKAGE or the fees thereof. These taxes may not be deducted from the LICENSE FEES.
- 6.3 In case of overdue payment, the SOFTWARE SUPPLIER can charge an interest of two percent (2 %) per month, besides the possibility of termination of the AGREEMENT.

ARTICLE 7: TERMINATION OF THE AGREEMENT

- 7.1 This AGREEMENT shall be effective from the date of delivery of the PROGRAM PACKAGE and shall remain in force until LICENSEE discontinues the use of the PROGRAM PACKAGE or until the AGREEMENT is terminated according to article 7.2.
- 7.2 In the event LICENSEE neglects or fails to perform or observe any of its obligations under this AGREEMENT, or if any assignment shall be made of its business for the benefit of creditors or if a receiver, trustee in bankruptcy or similar officer shall be appointed to take charge of all or part of its property, or if it is adjusted a bankrupt, this AGREEMENT and the License granted hereunder to LICENSEE shall immediately terminate.
- 7.3 Upon termination of the license herein granted, LICENSEE shall certify to the SOFTWARE SUPPLIER in writing that all copies of the PROGRAM PACKAGE in whatever form in its possession or under its control have been destroyed, and will promptly return the original of the PROGRAM PACKAGE to the SOFTWARE SUPPLIER. The SOFTWARE SUPPLIER shall be allowed to have this verified.

ARTICLE 8: APPLICABLE LAW

- 8.1 This AGREEMENT shall be governed by the Laws of the Netherlands.
- 8.2 Any disagreement that might arise between the SOFTWARE SUPPLIER and LICENSEE, connected to this AGREEMENT, shall be propounded to the district-court of The Hague.