SOFTWARE LICENSE AGREEMENT

Mobatec Modeller License Agreement and Limited Warranty

IMPORTANT - READ CAREFULLY:

MOBATEC B.V. IS WILLING TO LICENSE ITS MOBATEC MODELLER SOFTWARE TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS IN THE SOFTWARE LICENSE AGREEMENT BELOW. PLEASE READ THE TERMS CAREFULLY. BY DOWNLOADING, INSTALLING, OR USING THE SOFTWARE YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THE AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, DO NOT DOWNLOAD, INSTALL, OR USE THE SOFTWARE.

This is a legal agreement between you (either an individual or a single legal entity such as a corporation) and Mobatec B.V. for the software product Mobatec Modeller, which includes computer software and may include DATA FILES such as Models and associated media, printed materials, License Key and "online" or electronic documentation ("SOFTWARE PRODUCT").

This SOFTWARE PRODUCT is protected by Dutch copyright laws and international copyright laws and treaty provisions as well as other intellectual property laws and treaties. The SOFTWARE PRODUCT is licensed for evaluation and demonstration purposes only.

1. GRANT OF LICENSE.
This license agreement grants you the following rights:
Software Installation and Use. You may only install and use an unlimited number of copies of the SOFTWARE PRODUCT on computers physically residing at a single geographic location, provided that you maintain the copyright notice on all copies of the SOFTWARE PRODUCT.

License Options

Your license to install and use the Software shall be in accordance with one or more of the following License Options:
   a. Evaluation License. The Trial version of the Software comes with the download and has certain restrictions: You can only open Demo models. You cannot store any model that you make, and the program will automatically close after 3 hours of use.

b. Commercial License. You may install the Software on an unlimited number of computers or servers for use concurrently by a number of individuals up to the number of user licenses you have purchased. The Software may be used only (i) by your employees and contractors working for you, (ii) on computers that are owned or controlled by you, and (iii) for the Company's own internal business purposes.

c. Educational License. The Software may only be used for internal, non-commercial purposes. Examples of non-commercial uses include academic research, personal experimentation, or teaching and educational purposes. Academic Purposes means in support of coursework at an accredited educational institution. Examples include a professor using the Software to teach a course, a student using the Software for a course, or a student using the Software for research toward an advanced degree. An Educational License of the Software may not be used for commercial, professional, commercial training, or other for-profit purposes, including consulting or research subsidized by a private or government enterprise. Research projects are typically considered commercial unless the simulation results are made publicly available. The User agrees that it shall not use, and shall not authorize nor accommodate any third party to use Mobatec Modeller or any part thereof for any commercial or for-profit purpose, under the penalty of a fine of 50.000,- EUR.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.
Limitations on Reverse Engineering, Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, more specifically decode or duplicate the License Key or use a device or software that emulates the License Key except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this imitation.

Rental. You may not rent, lease or lend the SOFTWARE PRODUCT or any DATA FILES licensed to you as part of the SOFTWARE PRODUCT.

Reselling. You may not sell or resell the SOFTWARE PRODUCT or any DATA FILES licensed to you as part of the SOFTWARE PRODUCT.

Trademarks. This License Agreement does not grant you any rights in connection with any trademarks of Mobatec B.V.

Termination. Without prejudice to any other rights, Mobatec B.V. may terminate this License Agreement if you fail to comply with the terms and conditions of this Evaluation Software License Agreement. In such event, you must return all copies of the SOFTWARE PRODUCT to Mobatec B.V.

3. COPYRIGHT.
All title and intellectual property rights in and to the SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text and "applets," incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any

copies of the SOFTWARE PRODUCT, are owned by Mobatec B.V. and its suppliers. You may not copy the printed materials accompanying the SOFTWARE PRODUCT. All title and intellectual property rights in and to the content which may be accessed through use of the SOFTWARE PRODUCT is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This License Agreement grants you no rights to use such content. All rights not expressly granted under this License Agreement are reserved by Mobatec B.V. and its suppliers.

4. HARDWARE CONTROL EQUIPMENT DISCLAIMER.
THIS SOFTWARE PRODUCT IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE AS ON-LINE CONTROL EQUIPMENT OR OFF-LINE DATA SOURCE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF THIS SOFTWARE PRODUCT COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

Limited Warranty

NO WARRANTIES. Mobatec B.V. expressly disclaims any warranty for the SOFTWARE PRODUCT. THE SOFTWARE PRODUCT AND ANY RELATED DOCUMENTATION IS PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE PRODUCT REMAINS WITH YOU.

NO LIABILITY FOR DAMAGES. In no event shall Mobatec B.V. or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use this product, even if Mobatec B.V. has been advised of the possibility of such damages. In any case, Mobatec's entire liability under any provision of this License Agreement shall be limited to the greater of the amount actually paid by you for the SOFTWARE PRODUCT or U.S. $5.00. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

SPECIAL PROVISIONS

Mobatec B.V. has taken the greatest care to rule out functional defects in the licensed software. Mobatec B.V.'s liability for programming errors in the licensed software is therefore restricted to any case of Mobatec B.V. acting with intent or gross negligence.

This Software License Agreement is governed by the laws of The Kingdom of The Netherlands.

Contact Mobatec B.V. if you have any questions regarding this Software License Agreement.

MOBATEC B.V., a company incorporated under the laws of the Netherlands and having its registered office at Poelsnep 2, 6026 BZ Maarheeze

Info@mobatec.nl

BY CLICKING ON THE "ACCEPT" BUTTON WHEN INSTALLING THE SOFTWARE OR BY USING THE SOFTWARE YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.