BTM Software Europe B.V.

SOFTWARE LICENSE AGREEMENT

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8.1 An event of default shall be deemed to have occurred if Licensee fails to perform any material obligation under this Agreement and such failure remains uncured for more than thirty (30) days after receipt of written notice thereof.

8.2 If an event of default occurs, BTM, in addition to any other rights available to it under law or equity, may terminate this Agreement and all licenses granted hereunder by written notice to the defaulting party. Remedies shall be cumulative and there shall be no obligation to exercise a particular remedy.

8.3 Within fifteen (15) days after termination of this Agreement, Licensee shall certify in writing to BTM that all copies of the Software and Documentation in any form, including partial copies within modified versions, have been destroyed or returned to BTM.

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10.3 Further claims shall be inapplicable.

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11. Confidentiality
11.1 Although copyrighted, Licensee acknowledges that the Software is unpublished and contains proprietary and confidential information of BTM and may contain proprietary and confidential information of a BTM licensor and is considered by BTM (and, to any applicable extent, BTM licensors) to constitute valuable trade secrets. Accordingly, Licensee will hold Software in confidence and keep the nature and content of Software confidential.
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All notices shall be in writing and sent by first class mail, overnight mail, courier, or transmitted by facsimile and confirmed by mailing, to the addresses indicated on the first page of this Agreement, or such other address as either party may indicate by at least ten (10) days prior written notice to the other party. Notices to BTM shall be sent to the Managing Director. Notice shall be deemed to have been given upon personal delivery (in the case of overnight mail, courier or facsimile) or five (5) business days after being sent by first class mail.

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17.1 The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement. Except for Licensee's obligation to pay BTM, neither party shall be liable for any failure to perform due to causes beyond its reasonable control.

17.2 If any provision of this Agreement is held to be unenforceable, the parties shall substitute for the affected provision an enforceable provision, which approximates the intent and economic effect to the affected provision.

17.3 The failure by a party to exercise any right hereunder shall not operate as a waiver of such party's right to exercise such right or any other right in the future.

17.4 This Agreement may be amended only by a written document executed by a duly authorised representative of each of the parties.

17.5 This Agreement may be executed in counterparts.

17.6 A facsimile of a signed copy of this Agreement received from Licensee may be relied upon as an original.