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SOFTWARE LICENSE AGREEMENT

TERMS AND CONDITIONS

1. Definitions

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"**Purchase Order**" shall mean a document signed by Licensee by which Licensee places an order for a certain scope of Software

"**Restricted Release**" shall mean any version of the Software marked alpha, beta or which is otherwise designated as a Restricted Release.

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4.1 Licensee may only change the location of the Software in accordance with the provisions of Clause 4.2.

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4.3 The Licensee will only transfer Software on a platform provided that the Licensee has, at the time of such transfer, previously licensed software for that platform and the same number of copies of the Software will be accessed by the same number of Seats, users or servers on the new platform as on the old platform.

5. Fees and Payment Terms

5.1 Licensee shall pay BTM the fees specified in the Schedule or Purchase Order.

5.2 All fees shall be due and payable within thirty (30) days of the of invoice date. Licensee is responsible for all taxes concerning the Software and/or services, excluding taxes based on BTM income. Overdue payments shall bear interest on the amount outstanding from the date it became due and payable until payment is made at 8 % over the current basic interest rate from the European Central Bank, such interest to be separately identified and charged on the next invoice to be submitted by BTM.

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6.3 Each party acknowledges that any breach of its obligations with respect to the proprietary rights of the other party or such party's licensors may cause such other party irreparable injury for which there may be inadequate remedies at law and that such other party and its licensors will be entitled to equitable relief, in addition to all other remedies available to it.

7. Patent and Copyright Indemnity

7.1 Unless provided otherwise in Clause in 7.3, BTM will defend and indemnify Licensee for all costs (excluding legal fees) up to the aggregate of any fees paid to BTM under this licence in the twelve months prior to such claim being first intimated to BTM or the Licensee (whichever is the earliest) arising from a claim that Software furnished and used within the scope of this Agreement infringes a copyright or patent in the EU provided that (i) Licensee notifies BTM in writing within 30 days of the claim, and (ii) BTM has (at its option) sole control of the defence and all related settlement negotiations, and (iii) Licensee provides BTM with the assistance, information, and authority necessary to perform the above.

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8. Default and Termination

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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9.1 BTM warrants for a period of one (1) year from licensee's receipt of the Software that the Software, unless modified by Licensee, will substantially perform the functions described in the Documentation when operated on the specified platform.

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(b) in case of slightly negligent violation of significant contractual obligations, limited, however, to predictable damages, typical for this contract;

(c) in case (b) limited, however, to the quintuple amount of the order, but not more than 250,000.00 Euro (in words: two hundred fifty thousand euros) for damages to property and pecuniary losses per damaging event; for all cases of damages towards one Licensee maximum 500.000,00 Euro (in words: five hundred thousand Euros) within one year.

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10.2 The liability for physical injuries, according to the Law of Product Liability and other obligatory liability provisions remains unaffected.

10.3 Further claims shall be inapplicable.

10.4 All liability claims hereunder shall be barred by the statute of limitations two years after delivery of the respective performance.

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.

11.2 Licensee shall not release the results of any benchmark or other tests carried out on Software to any third party without the prior written approval of BTM.

12. Developments

If Licensee elects to purchase consulting or software services any ideas, know-how, or techniques which may be developed by BTM as a result of such consulting services, including any enhancements or modifications made to BTM Software or Documentation (collectively, "Developments") shall be the property of BTM.

13. Restricted Release

If Licensee is selected for participation and elects to participate in a Restricted Release program, Licensee agrees (i) BTM shall have no obligation to correct errors in or deliver updates to the Restricted Release, (ii) BTM shall have no obligation to otherwise support the Restricted Release (iii) Licensee will provide BTM with appropriate test data for the Restricted Release if necessary to resolve problems in the Restricted Release encountered by Licensee and will promptly report to BTM any error discovered in the Restricted Release; (iv) the Restricted Release is experimental, may contain problems and errors and is being provided to Licensee on an as-is basis with no warranty, term, or condition of any kind, express or implied, (v) neither party will be responsible or liable to the other for any losses, claims or damages of whatever nature, arising out of or in connection with the performance or non-performance of the Restricted Release, (vi) Licensee will not use the Restricted Release in production applications without the prior written approval of BTM, and (vii) Licensee will promptly install each later version and any production version of the Restricted Release received from BTM and upon such receipt shall stop use of the Restricted Release.

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Licensee may not assign this Agreement (by operation of law or otherwise) or sublicense the Software without the prior written consent of BTM. Any assignment or attempted sublicense by Licensee shall be null and void. BTM can assign the rights and duties of this agreement to a third party.

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This Agreement will be governed by and construed according to the laws of The Netherlands without regard to its conflict of laws rules. The UN Convention on the International Sales of Goods shall not apply. The competent and exclusive jurisdiction for all disputes arising out of this Agreement shall be the competent courts at Amsterdam/The Netherlands.

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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.