



*Digital Hydraulics Holland B.V.  
Willemplein 535  
3016 DR Rotterdam  
the Netherlands*

## GENERAL CONDITIONS

### USER LICENSE OF SOFTWARE

#### 1. Introduction

These general conditions for user license of software, are part and parcel of all offers, quotes and agreements for commissions assigned by clients to DIGITAL HYDRAULICS HOLLAND B.V. The term "Software" is defined in the attached Disclaimer for Software, which is an integral part of these general conditions.

#### 2. User license

We commit ourselves to deliver Software that operates according to specifications that have been formulated previous to the commission. The user license for the Software is delivered with the Software. It permits Client to use the Software for all commercial and non-commercial purposes that the Software is designed for, under these General Conditions. The user license is generally non-exclusive and for a limited period of time. At the expiration date of a user license Client shall destroy the Software for which the user license was given and which was delivered by us and all copies of it under control of Client.

#### 3. Guarantee

The results of applying or using the Software depend on many factors, which we cannot influence. Although the Software meets the specifications documented in the commission, we cannot therefore guarantee the relevance or quality of results obtained with (parts of) the Software. Supplementing conditions as regards guarantees and liability are described in the attached Disclaimer for Software.

#### 4. Restrictions

Client shall not allow third parties access to the Software delivered by us unless otherwise agreed upon in writing. Third parties in this context shall include companies, wholly or in part owned by Client not located at Client's address.

To the extent that proper use of the Software on the computer system(s) of Client such requires, we permit Client to copy in whole or in part the Software for internal use, under the condition that every copy or part thereof is subject to the terms of these General Conditions.

Client shall not include in any publication or document (other than for internal use as specified in the preceding sentence) a partial or complete copy of the working of the Software unless such working is in the public domain or Client has our written permission.

#### 5. Personnel

No personnel are involved in providing user licences. Transferring the Software, training personnel, providing instructions and other efforts in the context of delivering the Software, are considered to be activities for studies and advice. For such activities we should be commissioned accordingly.

#### 6. Costs

The price for the user license of the Software delivered by us is a fixed price agreed upon between Client and us. All indirect costs (e.g., normal costs for telephone, secretariat and materials) are included. Not included are VAT (value added tax), other taxes, travel and per diem costs and exceptional materials.

#### 7. Payment

Client shall pay invoices within one month from the date of the invoice, unless agreed otherwise. The invoice is considered to be approved by Client if Client has not reacted within two weeks after the date of the invoice. This approval commits Client to payment of the invoice. If payment has not been received at the invoice expiration date, we will charge interest as legally required. If payment has not been received within one month after the invoice expiration date, we can delay execution of the commission. If Client defaults, all sums are due, even if the invoice expiration date has not lapsed. All legal and extra-legal costs in relation to the sums due will be borne by Client. The extra-legal costs will be considered to be at least 15% of the sums due.

#### 8. Property and liability

The conditions of property and liability are described in the Disclaimer for Software.

#### 9. Disagreements

In case of a disagreement, Client and we shall try to solve the problem in mutual agreement. This may include the option of mediation or advice by an independent expert. If the disagreement is not solved, the problem will be submitted to the proper judicial authorities. Solely the law of the Netherlands shall apply.

#### 10. Other conditions

General conditions of Client are explicitly rejected. Conditions that deviate from our general conditions apply only if and in so far as they have been agreed upon by us in writing and added to our general conditions. If a part of these general conditions is null and void, the remaining part remains valid.

## DISCLAIMER FOR SOFTWARE

### A. License

Digital Hydraulics Holland B.V. grants Client a non-exclusive license to use SOFTWARE developed under the conditions of this disclaimer and under conditions agreed upon elsewhere. SOFTWARE consists of (parts of) source code(s) or executable(s) and all supporting documents such as manuals and tests of (parts of) and, for certain commissions, a licence file, for the computer program for which Digital Hydraulics Holland B.V. provides the user license.

### B. Disclaimer of warranty

SOFTWARE is provided on an "AS IS" basis, without warranty of any kind, including without limitation the warranties of merchantability, fitness for a particular purpose and non-infringement. The entire risk as to the quality and performance of SOFTWARE is borne by Client. Client must determine that SOFTWARE sufficiently meets its requirements.

### C. Limitation of liability

Under no circumstances and under no legal theory, tort, contract, or otherwise, shall Digital Hydraulics Holland B.V. or its employees be liable to Client or any other person for any indirect, special, incidental, or consequential damages of any character including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses. In no event will Digital Hydraulics Holland B.V. or its employees be liable for any damages, even if Digital Hydraulics Holland B.V. or its employees shall have been informed of the possibility of such damages, or for any claim by any other party. Client agrees to indemnify and hold Digital Hydraulics Holland B.V. and its employees harmless with respect to all claims by third parties arising out of your use of the results or operation of SOFTWARE.

### D. Title

Title, ownership rights, copyrights and intellectual property rights in SOFTWARE shall remain with the authors of SOFTWARE. SOFTWARE is protected by such European laws and treaties as govern copyright and intellectual property rights. Title and related rights in the content accessed through SOFTWARE is the property of the applicable content owner and may be protected by applicable law. This License gives Client no rights to such content. Client may therefore not modify SOFTWARE in any sense, unless agreed otherwise.

### E. Miscellaneous

Client may not remove any proprietary notices or labels on SOFTWARE, nor remove this Disclaimer. If any provision of this Disclaimer is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

### F. Law

This Disclaimer shall be governed by the Law of the Netherlands.

Digital Hydraulics Holland B.V.  
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