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FOR STEEL PROJECTS SOFTWARE**

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By clicking the “I accept” button:

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- (II) You acknowledge that you have read this end-user software license agreement;
- (III) You further acknowledge that this end-user software license agreement contains important obligations and applicable limitations and restrictions on use of the software.
- (IV) You affirm that you are an authorized user of this software and that your installation of the software is legal and permitted under this end-user software license agreement.

Failing these conditions, you must click the “Cancel” button.

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- 1.1. This END-USER SOFTWARE LICENSE AGREEMENT grants you the right in respect of each license you have acquired, subject to you accepting the terms hereof, a non-exclusive, non-sub licensable, non-transferable (except if you have acquired the right to allow your affiliates to use software within the license parameters) and non-assignable license to install and use, and run the software on a computer, including workstation, terminal or other digital electronic device (“Computer”) fulfilling the minimum configuration requirements, for the license term and the use agreed between you and STEEL PROJECTS controlled by or under common control with you. For the purposes of these terms and conditions, “Control” means the direct or indirect ownership of more than 50% of the shares, if a corporation, or equity or ownership interest if a partnership or other identity, in each case entitled to vote for the appointment of directors, managers, or officers, as applicable, for so long as such control subsists or equivalent power to exercise control over the management of the affiliated entity. This agreement supersedes all prior license agreements between the parties pertaining to current or prior versions of the software, and any terms or conditions in any such prior agreement, currently in force and effect, which are inconsistent with the terms or conditions of this agreement are hereby specifically agreed to be modified and conformed to this agreement.

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- 1.4. You or an affiliate shall be entitled to make a reasonable number of backup copies per each license of the software for archival purpose only. Any such copy shall be subject to these Terms and Conditions and shall be deemed to form a part of the software.
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- 1.6. You shall allow authorized personal of STEEL PROJECTS at all reasonable times upon prior written notice, access to customer's and/or affiliates records on site or electronically, for the purpose of verifying your compliance with this Terms and Conditions.
- 1.7. You shall not and shall ensure that the affiliates do not:
  - 1.7.1 Save as provided in Clause 1.4 copy the whole or any part of the software;
  - 1.7.2 Modify, enhance or merge the whole or any part of the software with any other software, source code or documentation;
  - 1.7.3 Assign, transfer (except to affiliates), distribute, sell, lease, rent, sub-license, charge or otherwise deal in or encumber the software or make available the same to any third party or use the software to provide service bureau or similar services to third parties;
  - 1.7.4 Adapt, translate, reverse engineer, decompile or disassemble the whole or any part of the software; or
  - 1.7.5 Use the Software to develop other software;
  - 1.7.6 Develop applications for third parties;
  - 1.7.7 Register directly or indirectly any trademarks, trade names or symbols of STEEL PROJECTS, including the software and its name, nor any Internet domain names involving any trademarks, trade names or symbols of STEEL PROJECTS including the name of the software. Any Internet domain names involving the above, registered or reserved by you prior to entering hereto, shall be transferred to STEEL PROJECTS at its request.
- 1.8. Risk in the software, its media and license keys shall pass to you on delivery. In the event that any software, or any equipment upon which the software is installed, is lost, damaged or stolen, your license to use the software shall be suspended and, in particular but without limitation, you shall not be entitled to continue using the software, whether by way of back-up copies or otherwise without have informed STEEL PROJECTS of the event and having been granted another license key in respect thereof.
- 1.9. You shall, when disposing of equipment, remove the software from the equipment prior to disposal and take all other steps necessary to prevent the software being disclosed to, or falling into the hands of, third parties. Any failure to do so by you shall be deemed to result in unauthorized use by the relevant third party hereunder
- 1.10. You shall promptly notify STEEL PROJECTS if you become aware of any breach of confidentiality or infringement of any of STEEL PROJECTS' rights in the software by any person, or of any unauthorized use of the software by any person, and give all reasonable assistance to STEEL PROJECTS in connection with any suit or other steps they may take on account of such breach of confidentiality and/or infringements.

## **2. WARRANTIES**

- 2.1. STEEL PROJECTS warrant that the software will work substantially in accordance with STEEL PROJECTS's associated documentation, for a period of ninety days from delivery.
- 2.2. STEEL PROJECTS does not warrant that the software will:
  - (a) Be suitable for the use intended by you;
  - (b) Operate uninterrupted or error free;
  - (c) Interact with software products other than those specified by STEEL PROJECTS; or
  - (d) Operate with hardware other than those that fulfils the minimum configuration requirements specified by STEEL PROJECTS.

## **3. SOFTWARE WARRANTY REPAIRS AND SERVICES**

- 3.1. STEEL PROJECTS agrees for the period of ninety (90) days from delivery, to undertake at its own expense to repair or correct defects or errors in the software which have appeared during the warranty period. Warranty repairs may at STEEL PROJECTS' option, take place by supplying instructions to bypass the error or by providing you with a sub-release of the software, if this can take place without causing any additional expenses or substantial inconvenience for the use of the software. The warranty shall in no circumstances entitle you to a new main release of the software.
- 3.2. On payment of an additional fee, you may purchase services for users' support and software updates.
- 3.3. Neither these remedies nor any services offered by STEEL PROJECTS are available without proof of purchase and registration from an authorized source.

## **4. INTELLECTUAL PROPERTY**

- 4.1. In the event that your use of the software in accordance with these Terms and Conditions infringes a third party's intellectual rights, STEEL PROJECTS may at its sole option and expense:
  - (a) procure for you the right to continue using the software;
  - (b) or replace the software;
  - (c) or refund to you the license fee or balance thereof relating to the whole or the infringing part of the software
- 4.2. Other than as set out in clause 4.1, STEEL PROJECTS shall have no liability in respect of infringement of third party intellectual property rights arising out of use of the software.

## **5. TERMINATION**

- 5.1. Either party may terminate the software license granted hereunder if:
  - (a) The other is in material breach of any of its obligations and fails to remedy the same within thirty (30) days of written notice requiring such remedy;
  - (b) The other party goes into liquidation or any proceeding shall be instituted seeking to adjudicate it as bankrupt or insolvent or has a receiver appointed of any of its assets, or, if an individual or partnership if such individual or any of the partners in the partnership, are adjudicated bankrupt or execute an assignment for the benefit of his/its or their creditors, (or undergoes any similar act or process in any other jurisdiction)
- 5.2. Furthermore, STEEL PROJECTS may terminate the license herein granted as provided for in second paragraph of the notice set forth at the beginning of these terms and conditions and the affected Party may terminate the license herein granted as provided in clause 7.2.
- 5.3. The exercise of such right of termination shall be without prejudice to either party's accrued rights or other remedies. On termination for any cause you shall forthwith deliver up to STEEL PROJECTS all Software supplied hereunder and all copies thereof. The media on which Software is stored shall become the property of STEEL PROJECTS immediately upon such termination.

- 5.4. Termination shall not affect the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

## **6. EXCLUSION AND LIMITATION OF LIABILITY**

- 6.1. Except as contained in clause 2, STEEL PROJECTS makes no express warranties or representations in relation to the software or its documentation and specifically disclaims any other warranty, express or implied, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.
- 6.2. STEEL PROJECTS does not disclaim or limit any warranty or condition implied by applicable law which may not be disclaimed or limited by contract.
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- 6.3.1. All liability in respect of any loss of profits, goodwill or any type of special, indirect or consequential loss (including business interruption, loss of business information or data and loss or damage suffered by you or your customer as a result of any action brought by a third party) even if STEEL PROJECTS knew the loss was possible or otherwise foreseeable;
- 6.3.2. All liability for loss or damage arising from any errors that may be contained in the text of the documentation or the operation of the software or in respect of the result obtained through the use of the software. It shall be your responsibility to ensure that the persons operating or supervising the operation of the software are adequately qualified persons;
- 6.3.3 STEEL PROJECTS's sole liability to you:
- (a) In respect of the warranty provided in clause 2.1, is limited to STEEL PROJECTS allowing you to access the download center to reload the software.
  - (b) In the event of a defect occurring within the warranty period referred to in clause 2.2, is limited to STEEL PROJECTS, at its own cost, providing warranty repairs in accordance with clause 3.1.
  - (c) In respect of maintenance or other services, is to supply again the services, in respect of which the breach occurred.
- 6.3.4 In no event shall STEEL PROJECTS have any liability for any damages arising out of, or in connection with, the applications developed by the customer or its affiliates however caused and regardless of the theory of liability, whether derived from contract, tort (including, but not limited to, negligence), or otherwise.

## **7. GENERAL**

- 7.1. The conditions, validity and performance of these Terms and Conditions shall be governed by and construed in accordance with the laws of France and parties hereby agree to submit to the exclusive jurisdiction of a court of competent jurisdiction in France.
- 7.2. If any provision of these Terms and Conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any other provisions of these Terms and Conditions and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision. If the parties are unable to find substitute provisions referred to above and the invalid or unenforceable provisions referred to above deprives either Party from a substantial benefit originally envisaged by it, the affected party has the right to terminate the agreement.
- 7.3. Without prejudice to you to allow its affiliates to use the software within the License Parameters, your rights and obligations hereunder are not capable of assignment, transfer, license or sublicense.
- 7.4. Neither STEEL PROJECTS nor you shall be liable for any delay in or for failure to perform obligations if that delay or failure is caused by circumstances beyond your or STEEL PROJECTS' s control, including,

without limitations, fires, strikes, insurrection, riots, embargoes, inability to obtain supplies, refusal or revocation of license or regulations of any civil or military authority.

- 7.5. The waiver of a breach or default of any of the provisions of these Terms and Conditions by either party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.
- 7.6. Any notice, request, instruction or other document to be given hereunder shall be delivered or sent by prepaid post, by facsimile or other electronic means to the address of the receiving party, and any such notice or other document shall be deemed to have been served at the time of delivery. Any notice or other document sent by facsimile transmission is considered as having been received upon receipt by the sender of an electronic acknowledgment.
- 7.7. Both parties undertake to the other to keep confidential all information concerning the business and affairs of the other that it shall have obtained or received as a result of entering into this agreement save and that which is:
  - i) Already in its possession other than as a result of a breach of this clause;
  - ii) Or in the public domain other than as a result of a breach of this clause.
- 7.8. Each of the parties undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of clause 7.7 by its employees, agents and sub-contractors.