

End-User License Agreement (EULA)

attached to

MCL MOBILITY PLATFORM TERMS & CONDITIONS

Please read this EULA carefully, as it sets out the terms and conditions upon which we license our Software for use.

By clicking "accept agreement" when you first install the Software, you agree to be bound by the terms and conditions of this EULA. You further agree that your employees / any person you authorise to use the Software will also be bound by the terms and conditions of this EULA. If you do not agree to this EULA, you must click "reject agreement" during the installation process.

Before you download the Software from our website, we will ask you to give your express agreement to the terms and conditions of this EULA. You further agree that your employees / any person you authorise to use the Software will also be bound by the terms and conditions of this EULA.

If you do not agree to this EULA, you must not use the software for any purpose whatsoever.

1. Definitions and interpretation

1.1 The definitions of the Master Subscription Agreement have the same meaning under the present EULA.

1.2 In this EULA:

"Computer" means a desktop, notebook, netbook or similar computer owned by and in the control of the Licensee;

"Customer" or **"Licensee"** means the company or other legal entity having accepted the Terms and Conditions of the MCL Mobility Platform, and Affiliates of that company or entity and who is the licensee of the Software under this EULA;

"Documentation" means the documentation concerning the Software supplied by the Licensor or by the Software supplier to the Licensee with the Software;

"Effective Date" means the later of the two dates that (i) the MCL Mobility Platform Terms & Conditions comes into force as specified in its Clause 2 and (ii) when the Licensee agrees to the terms and conditions of this EULA, as detailed in the preamble to this EULA;

"EULA" means this end user licence agreement (including the preamble), and any amendments to it from time to time;

"Licensor" means MCL, an entity incorporated in Belgium (registered in the Belgian crossroad bank of enterprises, BCE/KBO n° 2.087.817.310) having its offices at NYSDAM Office Park, Avenue Reine Astrid 92 (3rd floor), 1310 La Hulpe, Belgium;

"MCL Mobility Platform Terms & Conditions" means the terms and conditions

defining the rights and obligations between the Customer and the Provider following the purchase by the Customer of a Subscription.

"Software" means different separate software components (such as MCL-Designer (MP), MCL-Client (MP) or MCL-Net (MP) – the current list being non limitative) and any integrated third party software which will be made available to Customer and installed on premise to allow him to use the Platform. The abbreviation MP stands for Mobility Platform; and

"Upgrade" an upgrade, update, enhancement, improvement or patch to the Software supplied by the Licensor.

"We," "Us" or "Our" refers to MCL, an entity incorporated in Belgium (registered in the Belgian crossroad bank of enterprises, BCE/KBO n° 2.087.817.310) having its offices at NYSDAM Office Park, Avenue Reine Astrid 92 (3rd floor), 1310 La Hulpe, Belgium; and

"You" or "Your" refers to the Customer.

- 1.2 In this EULA, a reference to a statute or statutory provision includes a reference to:
 - (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
 - (b) any subordinate legislation made under that statute or statutory provision.
- 1.3 The clause headings do not affect the interpretation of this EULA.

2. Term of EULA

This EULA will come into force on the Effective Date and will continue in force for the Minimum Term and afterwards will continue until all Subscriptions have expired or have been terminated, unless terminated earlier in accordance with Clause 17 of the MCL Mobility Platform Terms & Conditions.

3. Licence

- 3.1 The Licensee may only use the Software and Documentation for the Licensee's business purposes and in accordance with the provisions of this Clause 3 and in all circumstances only under the MCL Mobility Platform Terms & Conditions.
- 3.2 Subject to the payment by the Licensee of the Subscription Fees, and the Licensee's compliance with Clause 3.4 and the other provisions of this EULA and of the MCL Mobility Platform Terms & Conditions, the Licensor grants to the Licensee a non-exclusive non-transferable licence to:
 - (a) download 1 instance of the Software and Documentation;
 - (b) install 1 instance of the Software and Documentation;
 - (c) use 1 instance of the Software in accordance with the Documentation; and
 - (d) use 1 instance of the Documentation,

per Computer or per Mobile Computer anywhere in the world except in any country for which any applicable government, at the time of export or re-export, requires an export license or other governmental approval, without first obtaining the license or approval.

3.3 THIS LICENSE MAY NOT BE USED CONCURRENTLY ON DIFFERENT COMPUTERS OR MOBILE COMPUTERS (BOTH OF THEM HARDWARE). The SOFTWARE is licensed as a single product and may only be used with one HARDWARE at a time. The Licensee may permanently transfer all of its rights under this EULA in conjunction with a permanent sale or transfer of the HARDWARE on which it has been activated, provided he retains no copies, if the Licensee transfers all of the SOFTWARE (including all component parts, the media and printed materials, any upgrades, this EULA and the License Certificate), and if the recipient agrees to the terms of this EULA. If the SOFTWARE is an Upgrade, any transfer must also include all prior versions of the SOFTWARE.

3.4 Subject to the payment by the Licensee of the relevant charges and fees in respect of the Subscription Fees, and the Licensee's compliance with Clause 3.5 and the other provisions of this EULA, the Licensor further grants to the Licensee the rights to:

- (a) print not more than 1 copy of the Documentation; and
- (b) make not more than 1 back-up copy of the Software and Documentation,

3.4 The Licensee must not:

- (a) copy or reproduce the Software or Documentation or any part of the Software or Documentation other than in accordance with the licence granted in this Clause 3;
- (b) sell, resell, rent, lease, loan, supply, distribute, redistribute, publish or re-publish the Software or Documentation or any part of the Software or Documentation;
- (c) modify, alter, adapt, translate or edit, or create derivative works of, the Software or Documentation or any part of the Software or Documentation;
- (d) reverse engineer, decompile, disassemble the Software or Documentation or any part of the Software or Documentation;
- (e) use the Software other than in accordance with the Documentation; or
- (f) circumvent or remove or attempt to circumvent or remove the technological measures applied to the Software and Documentation for the purposes of preventing unauthorised use,

providing that nothing in this Clause 3.5 will prohibit or restrict the Licensee or any other person from doing any act expressly permitted by applicable law.

3.6 All Intellectual Property Rights in the Software and Documentation are and will remain, as between the parties, the exclusive property of the Licensor.

4. Other Users

4.1 The Licensee may permit any employee of the Licensee to exercise the rights

granted by the Licensor to the Licensee under Clause 3.2(c) and (d), subject always to the restrictions set out in Clause 3.

- 4.2 The Licensee must ensure that any person using the Software and/or Documentation in accordance with Clause 4.1 is made aware of, and agrees to, the terms of this EULA.

5. Upgrades

- 5.1 The Licensee may apply to the Software each Upgrade released by the Licensor and made available by the Licensor to the Licensee from time to time.
- 5.2 The Licensor will have no obligation to provide support for the Software or repair or replace the Software under Clause 6.2(d) in relation to any version of the Software that does not incorporate the most recent Upgrade to the Software.

6. Limited warranties

- 6.1 The Licensee warrants to the Licensor that it has the legal right and authority to enter into and perform its obligations under this EULA.
- 6.2 The Licensor warrants to the Licensee:
- (a) that it has the legal right and authority to enter into and perform its obligations under this EULA;
 - (b) that the use of the Software by the Licensee in accordance with the terms of this EULA will not infringe the Intellectual Property Rights of any third party;
 - (c) that the Software will operate, and will continue to operate for a period of 90 days following the Effective Date in accordance with the Documentation and if the Software does not so operate, the Licensor will, for no additional charge, either: (i) carry out any work necessary in order to ensure that the Software operates in accordance with the Documentation during this period; or (ii) provide the Licensee or arrange for the provision to the Licensee of alternative software performing substantially the same function as the Software; and
 - (d) that the Licensor has tested the Software for computer virus and other malicious third party software infections in accordance with standard industry practice from time to time.
- 6.3 The Licensee acknowledges that:
- (a) the Software may not be error-free,
 - (b) the Software has not been developed to meet the specific requirements of the Licensee, and accordingly the Licensee will be responsible for ensuring that the Software is suitable to meet the Licensee's requirements.
- 6.4 The warranty in Clause 6.2(c) is conditional upon the Licensee promptly providing to the Licensor all such information and assistance, and access to its premises and systems, as the Licensor may reasonably require.

7. Limitations and exclusions of liability

7.1 Nothing in the EULA will:

- (a) limit or exclude the liability of a party for death or personal injury resulting from negligence;
- (b) limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party;
- (c) limit any liability of a party in any way that is not permitted under applicable law; or
- (d) exclude any liability of a party that may not be excluded under applicable law.

7.2 The limitations and exclusions of liability are those of Clause 14 of the MCL Mobility Platform Terms & Conditions.

8. Termination

This EULA will terminate immediately and automatically if:

- (a) the Licensee or any employee of the Licensee or person authorised by the Licensee to use the Software and/or Documentation breaches any provision of this EULA;
- (b) the Licensee: (i) is dissolved; (ii) ceases to conduct all (or substantially all) of its business; (iii) is or becomes unable to pay its debts as they fall due; (iv) is or becomes insolvent or is declared insolvent; or (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- (c) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the Licensee;
- (d) an order is made for the winding up of the Licensee, or the Licensee passes a resolution for its winding up; or
- (e) upon any termination of the Customer's Subscription to the Platform

9. Effects of termination

9.1 Upon any such termination, the Customer shall no longer be permitted to use the Software, and shall delete or destroy all copies of the Software in its possession.

9.2 Upon termination all the provisions of this EULA will cease to have effect, save that the following provisions will survive and continue to have effect (in accordance with their terms or otherwise indefinitely): Clauses 1, 7 and 10.

9.3 Termination of this EULA will not affect either party's accrued rights and liabilities.

9.4 Save as expressly provided in this EULA, the Licensee will not be entitled to a refund upon the termination of this EULA.

10. General

- 10.1 No breach of any provision of this EULA will be waived except with the express written consent of the party not in breach.
- 10.2 If a Clause of this EULA is determined by any court or other competent authority to be unlawful and/or unenforceable, the other Clauses of this EULA will continue in effect. If any unlawful and/or unenforceable Clause would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the Clause will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant Clause will be deemed to be deleted).
- 10.3 The Licensor may freely assign this EULA and/or its rights and/or obligations under this EULA without the Licensee's consent. Save as expressly provided in this EULA, the Licensee must not assign, transfer, charge, license or otherwise dispose of or deal in this EULA and/or any its rights and/or obligations under this EULA.
- 10.4 This EULA is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this EULA are not subject to the consent of any third party.
- 10.5 This EULA constitutes the entire agreement and understanding of the parties in relation to the subject matter of this EULA, and supersedes all previous agreements, arrangements and understandings between the parties relating to the subject matter of this EULA.
- 10.6 This EULA will be governed by and construed in accordance with the laws of Belgium; and the courts of Brussels, Belgium will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this EULA.

SPECIFIC TERMS OF USE OF DEMO AND SAMPLE APPLICATIONS PACKAGED WITH MCL-DESIGNER

DEMO AND SAMPLE APPLICATIONS STATUS.

The Demo and Sample Applications are offering limited features allowing You only to evaluate and test the Software. You are not authorized to use the Demo and Sample Applications as such in any production system, and the Demo and Sample Applications may not be offered for sale or lease, or sold, leased or otherwise distributed.

LIMITED WARRANTY and DISCLAIMER of WARRANTY

MCL EXPRESSLY DISCLAIMS ANY WARRANTY FOR THE DEMO AND SAMPLE APPLICATIONS PACKAGED WITH MCL-DESIGNER. THESE DEMO AND SAMPLE APPLICATIONS AND THE ACCOMPANYING FILES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND WITHOUT WARRANTIES AS TO PERFORMANCE OF MERCHANTABILITY OR ANY OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED, OR NONINFRINGEMENT.

THESE DEMO AND SAMPLE APPLICATIONS ARE NOT FAULT TOLERANT AND SHOULD NOT BE USED IN ANY ENVIRONMENT WHICH REQUIRES THIS.

NO LIABILITY FOR DAMAGES: In no event shall MCL 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) resulting of the use of or inability to use these DEMO AND SAMPLE APPLICATIONS EVEN IF MCL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The entire risk resulting of use or performance of the DEMO AND SAMPLE APPLICATIONS remains with You.