IMPORTANT LEGAL NOTICE

By installing this software, the following End User License Agreement (EULA) (hereinafter called "Agreement") is concluded by and between the user (hereinafter called "Licensee") and DP Industries BV (Netherlands) (hereinafter called "Licensor"), to govern the installation or any kind of use of this software by Licensee.

If you agree to be bound by the terms and conditions of this Agreement, proceed with the installation. If you do not agree, cancel the installation process at this point. By installing and using this software, you agree to be bound by the terms and conditions of this Agreement.

1.   Subject-Matter of the Agreement

1.1   Subject-matter of this Agreement is the computer program recorded on the data carrier (disk), the program description and operating instructions, and all associated written material. The computer program is referred to as "Software" hereinafter. The scope and functionalities of the Software are set forth in detail in the agreement on the purchase of the Software and the associated hardware (pumps, valves, systems) (hereinafter called "Purchase Contract").

1.2   Unless expressly otherwise agreed between the Parties hereto, the installation of the Software by Licensee in accordance with the installation instructions supplied with the Software shall be at Licensee's own responsibility.

1.3   The choice of the Software and the consultation as regards the Licensee's intended use as well as the provision of instruction, training and other technical support to Licensee are not subject of this Agreement, although they can be subject of a separate agreement. Unless such separate agreement is made, the choice of the Software and its suitability for the intended use shall be at Licensee's own risk. In such case, Licensor shall only assume liability within the framework of Article 5 hereof.

2. Right of Use / Restriction on Use

2.1   On installation of the Software, Licensor grants to Licensee a single non-exclusive license to use the Software exclusively in conjunction with the purchased hardware. The purpose of use can be seen from the specification forming the basis of the Purchase Contract.

2.2   Unless separately agreed in writing, Licensee is, in particular, prohibited from:

- using, passing on, renting or lending the Software or associated written material without the bundled hardware, or granting possession or power of control thereof without the bundled hardware to a third party, or provide access to the Software to a third party in any manner whatsoever without the bundled hardware;

- copying / duplicating or distributing parts or all of the Software or associated written material for permanent or temporary use, except for creating a single back-up copy;

- changing, translating, editing, rearranging or redesigning the Software or associated written material, or combining it with other software unless so provided by the underlying specification;

- disassembling, decompiling or decrypting the Software and its codes. If the Software is furnished to Licensee in machine code only, Licensee shall not attempt to discover its source code. If the machine code must be duplicated or translated in order to obtain the information necessary to achieve interoperability of an independently created computer program with the Software, and if such information has neither been published nor is easily accessible, and if Licensor has not provided such information to Licensee, at Licensee's request.

3. Intellectual Property Rights

3.1   Notwithstanding the right of use pursuant to Article 2 hereof, Licensor shall remain the owner of all rights, including but not being limited to the copyright on and the right of exploitation of the Software, the associated documents and literature, etc., as well as all full / partial back-up copies created by Licensee in the framework of its use of the Software.

3.2   Licensee shall, in due form, inform its employees of the intellectual property rights of Licensor.

4. Delivery Schedule and General Terms and Conditions of Sale

The contractually agreed delivery schedule shall be applicable and, in addition to this Agreement, the Licensor's General Terms and Conditions of Sale – Export – as amended from time to time.

5.   Warranty

5.1   Licensee is aware of the fact that, given the current state of technology, it is not possible to develop software programs that are completely free of errors. But Licensor warrants that the Software furnished meet the functionalities and scope set forth in the product description applicable on conclusion of the Purchase Contract or separately agreed in writing.

5.2   This warranty ends 12 months after the date of delivery of the Software to Licensee, unless otherwise agreed.

5.3   If, during this time, the Software proves to have any errors which substantially affect its value or fitness, Licensor shall promptly correct such error at no charge on receipt of notification of error. Errors will be corrected on condition that the effects of the error can be reproduced and are sufficiently described by Licensee, and Licensor is promptly notified of the error. Warranty shall be provided by rectifying the error which, at Licensor's discretion, may also take the form of providing a new software version free of charge or a temporary error correction until such new version can be supplied.

5.4   If Licensor fails to meet a reasonable deadline granted to it to correct the error for reasons within Licensor's control, Licensee shall be entitled to demand cancellation of the Agreement. This right shall also prevail in all other cases of failure to correct an error.

5.5   Licensor shall not be liable for any further claims, in particular for damage that has not occurred to the Software itself unless as provided for under Article 6 hereof.

6.   Liability

6.1   Notwithstanding Article 6.2 hereof, Licensor shall – on whatever legal grounds – only be held liable for wilful negligence.

6.2   Licensor shall also be liable for gross negligence on the part of its executive bodies or senior managers and for negligent breach of essential contractual obligations.

6.3   In the event of negligent breach of essential contractual obligations, Licensor shall – except for intent and gross negligence on the part of its executive bodies or senior managers – only be held liable for the reasonably foreseeable damage of the kind which is typical of the Agreement. Liability for the lack of conformity with expressly guaranteed features shall remain unaffected hereof if such guarantee is directly made with the express intent of guarding Licensee against the loss incurred.

6.4   Licensor shall only be held liable for data recovery if Licensee has ensured that such data can be recovered from machine-readable data material at reasonable effort and cost.

7. Third-party Rights

7.1 Licensor shall defend Licensee from all claims resulting from an infringement of an intellectual property right arising out of the use of the Software pursuant to this Agreement in the Neterlands. Licensor shall pay the Licensee all costs and damages adjudged against Licensee provided that Licensee gives Licensor prompt notice of such claim and leaves all defensive measures and negotiations of settlement at the discretion of Licensor.

7.2 If any such claim is made or to be expected, Licensor, at its own option and expense, shall either procure for Licensee the right to use the Software, or create it with no proprietary features, or replace it with an alternative with appropriate performance so as to make it non-infringing.

7.3 If such measures cannot be undertaken at reasonable effort and cost, either Party hereto may terminate this Agreement without prior notice. In such case, Licensor shall be liable towards Licensee for any damage Licensee may have suffered as a result of the termination, in which case the liability for damages shall be limited to the agreed upon annual fee or the one-off fee for the contractual product, or to the purchase price, if no separate fee has been agreed upon besides the purchase price stipulated in the Purchase Contract. Article 6 shall apply for any damages in excess thereof.

7.4 Licensor shall not be held liable where the third-party claim is based on the Software having been modified by Licensee without permission, it having been handed over to a third party in violation of the provisions of this Agreement, or it having been used under conditions other than those specified.

8. Duration and Termination of the Agreement

8.1 This Agreement shall become effective upon its execution, and shall remain in full force and effect for an indefinite period of time. It may be terminated by either Party hereto at the end of each calendar quarter by giving 6 week's notice. If a one-off license fee was paid for the use of the Software, such fee shall not be reimbursed unless otherwise agreed in writing.

8.2 The right to terminate this Agreement without prior notice for good cause shown shall remain unaffected hereof. Good cause shall be deemed to exist for Licensor particularly if Licensee infringes any of the obligations pursuant to Article 2 hereof.

8.3 Licensee's license to use the Software expires upon termination or expiration of this Agreement. Upon termination or expiration of this Agreement, Licensee shall return to Licensor the original copy of the Software as well as all copies and partial copies thereof, and any modified copies of the Software and copies of the Software bundled with other software material, or destroy the same and certify that they have been destroyed. The same shall apply to all Software documentation and other material provided by Licensor.

9.   License Fees

All license fees are included in the price for the purchase of the pump or valve and any assembly composed thereof.

10.   Confidentiality

10.1 All technical or commercial information about Licensor furnished by Licensor to Licensee in connection with this Agreement and any information which may have otherwise come into the possession of Licensee (hereinafter called "Information") shall be deemed to be trade and business secrets. The Receiving Party shall treat such Information with strict confidence, shall not disclose the same to any third party and not use the same for any purpose other than to fulfil this Agreement. This confidentiality obligation shall not apply to Information which, as evidenced by the Receiving Party,

   a) is already lawfully known by the Receiving Party at the time of disclosure;

   b) is known by or lawfully generally available to the public prior to the disclosure hereunder;

   c) hereafter becomes public knowledge or generally available through no fault of the Receiving Party;

   d) is lawfully received by the Receiving Party from an authorized third party without any confidentiality obligation, provided that this Information has not been disclosed by Licensor.

10.2 The Receiving Party shall be entitled to disclose such Information to its employees and subcontractors ("Recipients") so far as such disclosure is necessary for the performance of this Agreement or the operation of the Software. The Receiving Party shall ensure that every Recipient acknowledges and accepts the Receiving Party's confidentiality obligation under this Agreement to the same extent as if such Recipient were a Party hereto.

11.   Incidental Provisions

11.1 Licensor may assign its rights and obligations hereunder in whole or in part to any third party. Licensor shall promptly inform Licensee of any such assignment. Licensee may not assign or relinquish its rights and obligations hereunder to any third party.

11.2 All subsidiary agreements and modifications to this Agreement, including this written-form clause itself, shall be valid only if made in writing.

11.3 Nullity of one or several provisions of this Agreement because of an infringement of binding law shall have no effect on the validity of the other provisions of the Agreement. Both Parties hereto agree to replace the invalid provision by a valid provision which comes as close as possible to the intended effect of the invalid provision.

11.4 This Agreement shall be governed by the substantive law of the Netherlands

11.5 The place of jurisdiction for any dispute arising from this Agreement shall be Alphen aan den Rijn Netherlands.