



SCHEDULE TO LICENCE AGREEMENT

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Licensee and Quantar Solutions Ltd agree that the use of the SOFTWARE products listed in this schedule shall be subject to the terms and conditions of the Software Licence Agreement attached or previously executed between the parties.

1. Additional Licence Grant Terms – General

1.1 Except with respect to Quantar Solutions Limited's Back-end SOFTWARE, the number of AUTHORISED END-USERS shall not exceed the total number of named users or concurrent users of SOFTWARE specified in this Schedule (which number may be modified in the future by mutual agreement between the parties). Home use of the SOFTWARE by any users is NOT permitted.

1.2 If this licence is a single-user licence of the SOFTWARE as indicated in this Schedule, then Quantar Solutions Limited grants the LICENSEE a non exclusive right for one (1) designated individual to use the SOFTWARE on a work desktop or portable computer as long as this individual is the only person using the SOFTWARE

1.3 If the LICENSEE is licensing the SOFTWARE on a greater than single-user licence of the SOFTWARE then Quantar Solutions Limited grants the LICENSEE the right to install SOFTWARE on the corresponding number of work desktop or portable computers, as long as these are only used by the number of users specified in the SOFTWARE Licence. Where additional users are required, Quantar Solutions Limited shall provide the LICENSEE with details of the additional licensing fees associated with any such additions.

2. Additional Licence Grant Terms

2.1 LICENSEES use of the SOFTWARE is limited to the interaction between the back-end system and the front-end system as defined by Quantar Solutions Limited. LICENSEES may NOT use the SOFTWARE in an unauthorised manner.

2.2 LICENSEE'S use of the software is limited to the number of seats purchased by the LICENSEE from Quantar Solutions Limited unless (i) a higher number of users has been listed in any subsequent Purchase Order and (ii) the LICENSEE has paid the associated fee as set forth therein (such limit, as applicable, hereinafter the "User Limit").

2.3 In addition to the SOFTWARE listed in this Schedule, Quantar Solutions Limited grants to the LICENSEE a runtime licence to use the back-end SOFTWARE solely for the purpose of using the SOFTWARE in conjunction with the front-end of the system, or re-installing or using bug fixes and product enhancements from Quantar Solutions Limited or its certified partners.

2.4 If the SOFTWARE identified in this Schedule is Network Operational Risk Manager (n-ORM)V4.0 or higher, the licence does not include the right to use any other SOFTWARE developed by Quantar Solutions Limited, which are not considered upgrades of Network Operational Risk Manager (n-ORM).

2.5 The LICENSEE agrees to indemnify, defend and hold Quantar Solutions Limited harmless against any and all claims, of any nature, arising out of the LICENSEE'S use, publication, or distribution of any data generated through use of the SOFTWARE alone or in combination with other software, hardware or information of any kind except to the extent that the claim relates to a defect in and/or harm caused by the SOFTWARE itself.

2.6 Products marked with ** below are licensed "as is" with no warranty and no maintenance.

Site Address Details:		Site Manager Details:	
Organization:		Full Printed Name (eg. Mr. John Smith)	
Invoice Address:		Contact Details: e-mail: Telephone: Fax:	
Shipping Address: (if different)			
Computer System:	Model/Manufacturer:	Operating System:	Release of OS

Software:	Number of Copies:	Number of Specified Users:	Licence Fees (in Euros): (excluding shipping and taxes)	1st Year Maintenance Fee:	Subsequent Annual Maintenance Fee:
Delivery Charges:					
VAT: (where applicable)					
Total:					

Agreed by LICENSEE:

Authorised Signature:

Agreed by Quantar Solutions Ltd:

Printed Name:

Printed Name:

Job Title:

Job Title:

Date: _____

Date: _____

Quantar Solutions Limited(hereinafter QUANTAR) and the Licensee identified below (hereinafter LICENSEE) agree as follows:

1. Grant, Schedules, Definitions

1.1 Subject to the provisions contained herein and in the SCHEDULE(S), QUANTAR grants LICENSEE the non-exclusive perpetual right for an AUTHORISED END-USER to use in an object code form only the copyrighted computer software products specified in the SCHEDULE(S) attached hereto or subsequently executed by the parties (hereinafter the SOFTWARE). Each SCHEDULE which is made a part hereof with the same effect as if each and every provision thereof were set forth in full herein, also provides details of any other conditions related to the licence granted hereunder and any other matters related to the SCHEDULE shall take precedence

over the terms and conditions in this Agreement.

1.2 For the purposes of this Agreement, “AUTHORISED END-USER” shall mean a Power User who is affiliated with LICENSEE as (i) a full-time or part-time employee; or (ii) a third-party contractor while working on “LICENSEE'S business. “Power User” shall mean a user of SOFTWARE to create models, queries and scenarios; “Interactor User” shall mean a user of pre-built features in the SOFTWARE; “Consumer User” shall mean an end-user of the output directly via the SOFTWARE.

1.3 Quantar Solutions Limited will ship, F.O.B. Shipping point, (1) master copy of the SOFTWARE to LICENSEE within 21 days of the Effective Date of this Agreement.

1.4 LICENSEE may from time to time order additional copies of the SOFTWARE or other copyrighted software products from Quantar Solutions Ltd pursuant to this Agreement and the appropriate SCHEDULE and if such orders are accepted in writing by Quantar Solutions Ltd, these products shall be considered to be included in the definition of SOFTWARE. LICENSEE may submit subsequent orders for other products Quantar Solutions Ltd makes available under this Agreement.

1.5 QUANTAR grants LICENSEE a non-transferable, non-exclusive licence to make not more than two (2) copies of SOFTWARE for archival and backup purposes and to make the number of copies for use in accordance with the SCHEDULE. All copies of SOFTWARE shall remain subject to the terms of this Agreement, and shall include the copyright notice and any other proprietary notice set forth on the master media, and at a minimum shall include the following:

Copyright Quantar Solutions Ltd _____ (year on media label)
Licensed Material – Property of Quantar Solutions Ltd.
All rights reserved

This notice must appear externally on any distribution medium and internally in machine-readable form. LICENSEE further agrees to complete the customization process described in the documentation before making any copies of the SOFTWARE, and that all copies made will specify the Site licence name as shown in the SCHEDULE.

1.6 QUANTAR Solutions Ltd will ship one (1) copy of the printed manual with the master copy of the SOFTWARE where appropriate. Additional copies of the printed manual may be purchased by LICENSEE from Quantar Solutions Ltd. No permission is given to distribute the printed manual or the digital version of the manual outside of the LICENSEE's organization.

1.7 Quantar Solutions Ltd retains all title and ownership rights of the SOFTWARE, including copies duplicated by LICENSEE under this Agreement.

2. Maintenance

2.1 For so long as QUANTAR generally maintains and supports the SOFTWARE for its customers, QUANTAR will provide LICENSEE with on-going maintenance of the SOFTWARE so long as LICENSEE pays QUANTAR the annual Maintenance fee.

2.2 Maintenance, as used in this Section 2, includes enhancements, upgrades and improvements to the SOFTWARE when and if developed, and reasonable efforts to correct errors or deficiencies in the SOFTWARE. Maintenance further includes reasonable technical assistance via the telephone or e-mail or the online trouble ticketing system to LICENSEE'S designated support representative. LICENSEE agrees that the determination of the extent of the technical support required shall rest exclusively with QUANTAR and that QUANTAR is not required to correct every error or problem LICENSEE may have with the SOFTWARE. Technical support does not cover hardware, operating systems, networks or third party software. Any troubleshooting by QUANTAR in relation to such items will, with prior notice to LICENSEE, be considered Consulting Services and be charged for and treated in accordance with Section 6 below.

2.3 Maintenance will be provided only for QUANTAR's latest release of the SOFTWARE but reasonable telephone, e-mail or trouble ticket support will be available for the prior release of SOFTWARE. Maintenance may, but need not be provided if LICENSEE has modified the SOFTWARE or if the LICENSEE is in default of this Agreement.

2.4 LICENSEE shall have the sole and exclusive responsibility to provide technical support to any AUTHORISED END-USER.

3. Payments

3.1 LICENSEE agrees to pay QUANTAR the Licence Fee specified in the SCHEDULE and amounts shown in each Statement of Work and/or Services Authorization Form for Consulting Services within thirty (30) days from the date set forth on the QUANTAR invoice. All amounts are non-refundable except where indicated in this Agreement.

3.2 If LICENSEE orders and QUANTAR accepts a subsequent order per Section 4, then LICENSEE agrees to pay the applicable licence fees for the SOFTWARE within thirty (30) days from the date set forth on the QUANTAR invoice.

3.3 LICENSEE agrees to pay QUANTAR a non-refundable yearly fee for Maintenance in accordance with the rate shown in the SCHEDULE. Maintenance shall automatically renew upon the anniversary date of the shipment of SOFTWARE to LICENSEE, unless written notice of non-renewal of Maintenance is provided to QUANTAR by LICENSEE at least forty five (45) days prior to the next renewal date. LICENSEE agrees not to cancel maintenance in the first two (2) years. QUANTAR may increase the Maintenance Fees each year by no more than the rate of inflation, as measured in the European Union, since the last increase. If LICENSEE elects to resume Maintenance for SOFTWARE following non-renewal, LICENSEE shall pay in advance a reinstatement fee equal to the maintenance fees for the period during which LICENSEE did not take maintenance, plus the Maintenance fee due for the next twelve (12) months.

3.4 All payments are exclusive of tariffs, duties or taxes imposed or levied by any government or governmental agency. LICENSEE shall be liable for payment of all such taxes, however designated, levied or based on LICENSEE'S possession or use of the SOFTWARE or on this Agreement, including without limitation, state or local sales, use, value-added and personal property tax on the net income of QUANTAR.

3.5 Any payment required hereunder that is made late (including unpaid portions if incomplete

payment) shall bear interest at the rate of one and a half per cent (1.5%) per month. The parties also agree as follows: (a) Any payment received more than thirty (30) days after becoming due shall be deemed "late" for the purposes of this paragraph; and (b) Any interest charged or paid in excess of the maximum rate permitted by applicable law shall be deemed the result of a mistake and shall be credited or refunded (at QUANTAR'S option) to LICENSEE.

4. Restricted Use

4.1 LICENSEE shall use the SOFTWARE under this Agreement only on computers which are: 1) owned by the LICENSEE and 2) controlled by the LICENSEE.

4.2 LICENSEE agrees to use the SOFTWARE only for LICENSEE'S own internal requirements and not for commercial time-sharing, rental or service bureau use.

4.3 LICENSEE agrees not to create, or attempt to create the source code from the SOFTWARE furnished pursuant to this Agreement. LICENSEE agrees that it will not reverse engineer or decompile the software.

4.4 The SOFTWARE and documentation are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in the Rights in Technical Data and Computer Software Regulations. Contractor/manufacturer is Quantar Solutions Limited, 41 Welbeck Street London, W1G 8EA, U.K.

5. Terms and Conditions

5.1 If LICENSEE violates any of the provisions of this Agreement, QUANTAR shall be free to pursue any legal or equitable recourse which it deems appropriate, including, without limitation, injunctive relief, claims for damages, or suit for termination of the Licence granted.

5.2 Upon termination, there shall be no refund of any payments, and LICENSEE shall pay promptly any fees that may be due. LICENSEE shall also promptly destroy the SOFTWARE and make sure it is no longer in use or usable and certify in writing to QUANTAR that such action has been taken. This paragraph shall survive the termination of this Agreement.

6. Consulting Fees

6.1 From time to time during the term of this Agreement as mutually agreed to by the parties, QUANTAR may provide LICENSEE certain Consulting Services such as customizations, training, installation, configuration, analysis, and the like. For each Consulting Services project the parties will agree in advance a written Statement of Work and/or Services Authorization Form (hereafter "Statement of Work"), which will contain a description of the Consulting Services to be performed, a description of and specifications for the deliverables to be provided to the LICENSEE as a result of such Consulting Services ("Deliverables"), an estimated timeline, fees payable by the LICENSEE for such Consulting Services, and all additional terms that are applicable to the project. A Statement of Work must be signed by both parties prior to QUANTAR beginning the project and it may only be modified by a change order signed by both parties. Each Statement of Work (including any executed change order) shall be attached hereto and deemed to be part of this

Agreement. In the event of any conflict between the terms of this Agreement and a Statement of Work, the terms of the Statement of Work shall prevail.

6.2 For any Deliverables provided to the LICENSEE hereunder which constitute a modification(s) or addition(s) to SOFTWARE, such Deliverables shall be deemed a part of the applicable SOFTWARE and shall be licensed to LICENSEE subject to the terms of this Agreement. Subject to the foregoing licence, QUANTAR shall retain all right, title and interest (including, without limitation, all patents, present and future copyrights, and trade secrets) in and to all such Deliverables, and any ideas, know-how and programs which may be developed by QUANTAR or a subcontractor as a result of the provision of Consulting Services to LICENSEE hereunder. Notwithstanding anything to the contrary herein, QUANTAR and its personnel shall be free to use and employ its and their general skills, know-how and expertise, and to use, disclose, and employ any generalised ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of providing Consulting Services, so long as it or they acquire and apply such information without disclosure of any confidential or proprietary information of LICENSEE.

6.3 LICENSEE acknowledges and agrees that QUANTAR shall have no obligation to provide Maintenance for any Deliverables provided to LICENSEE hereunder, unless the parties agree otherwise in a Statement of Work.

6.4 Either party may terminate a Statement of Work(s) if the other party fails to cure its fundamental breach thereof within thirty (30) days after written notice from the other party of such breach; provided that LICENSEE shall only have ten (10) days to cure a failure to pay. In addition, either party may terminate a Statement(s) of Work for any reason, LICENSEE shall pay to QUANTAR all amounts due to QUANTAR for work performed by QUANTAR through the date of termination. Termination of a Statement(s) of Work shall not affect QUANTAR's right to terminate this Agreement under Section 5 herein.

6.5 QUANTARS' obligation to deliver Consulting Services under a discrete Statement(s) of Work will, unless otherwise indicated herein, terminate one (1) year after the effective date of that Statement of Work.

7 Warrants

7.1 QUANTAR warrants that it has the right to grant this license.

7.2 QUANTAR further warrants that:

a) the media on which the SOFTWARE is furnished are warranted to be free of defects in workmanship and material under normal use for a period of sixty (60) days from the date of shipment by QUANTAR; and

b) SOFTWARE will, for a period of sixty (60) days from the date of shipment by QUANTAR, operate substantially in accordance with QUANTARS' documentation, provided that SOFTWARE is installed and operated in accordance with such documentation.

The sole responsibility of QUANTAR and LICENSEE'S exclusive remedy under these section 7.2 warranties will be to receive a replacement of the media, or a full refund if QUANTAR is unable,

within a commercially reasonable period of time, to deliver media free from defects of workmanship and materials and that operate in substantial conformance with QUANTAR documentation.

7.3 QUANTAR warrants that all Consulting Services Deliverables provided in accordance with Section 6 will materially conform to the specifications in the applicable Statement of Work(s). This warranty will remain in effect for a period of thirty (30) days from the date of final delivery of the Deliverables. QUANTAR will use all reasonable efforts to correct any defects found during this thirty (30) day period in a commercially reasonable time at no charge to LICENSEE. Any changes requested by LICENSEE after the thirty (30) day period will be billed on a time and materials basis.

7.4 LICENSEE and LICENSEE alone is responsible for determining which SOFTWARE meets its' particular needs, for installing the SOFTWARE, and for the results obtained. THE SOFTWARE IS LICENSED "AS IS" WITHOUT WARRANTY AS TO ITS PERFORMANCE AND QUANTAR MAKES NO WARRANTY WITH RESPECT TO ITS CONSULTING SERVICES OR THE RESULTS OBTAINED THEREFROM. EXCEPT FOR THE WARRANTIES PROVIDED ABOVE, THERE ARE NO WARRANTIES EXPRESSED, OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. IN NO EVENT SHALL QUANTAR BE RESPONSIBLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, EVEN IF QUANTAR HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. QUANTAR'S LIABILITY ARISING OUT OF THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNT OF THE INITIAL LICENCE FEE PAYMENT SET FORTH IN THE APPLICABLE SCHEDULE OR, WHERE APPROPRIATE, THE CONSULTING SERVICES PAYMENT MADE BY LICENSEE TO QUANTAR PURSUANT TO THIS AGREEMENT.

7.5 QUANTAR agrees to defend, or settle at its' option, any action against LICENSEE arising from a claim that the SOFTWARE infringes any United States, EC or Australian patent or property right provided that; (i) QUANTAR is promptly notified of such action and is given control over the defence or settlement thereof; (ii) the SOFTWARE has not been modified by LICENSEE; and (iii) the charge of infringement has not arisen from the use of the software in combination with other hardware or software components where it is the combination which is charged to infringe. QUANTAR shall, at its' option and expenses, secure for LICENSEE a credit minus a reasonable depreciation for the use of the software but in no event shall such credit be greater than the Licence Fee paid hereunder.

8 General Provisions

8.1 LICENSEE agrees that this Agreement may not be assigned and that SOFTWARE may not be transferred or sub-licensed without the prior consent of QUANTAR in its' sole discretion.

8.2 LICENSEE grants QUANTAR the right to conduct an audit to verify that LICENSEE is using the SOFTWARE pursuant to the provisions of this Agreement. LICENSEE agrees to allow QUANTAR to inspect LICENSEE'S premises physically and to co-operate fully in the conducting of such an audit, including but not limited to, providing QUANTAR with periodic reports supplied by the SOFTWARE.

8.3 This Agreement together with the SCHEDULE(s) supersedes all prior agreements, proposals,

representations and communications between the parties relating to the subject matter herein. In the case of conflict between this Agreement and purchase orders issued for the SOFTWARE, the terms of this Agreement and SCHEDULE(s) shall prevail.

8.4 QUANTAR shall not be liable for delays or non-performance of this Agreement occasioned by strikes, fires, accidents or other causes beyond the control of Quantar.

8.5 LICENSEE is hereby consenting to the use by QUANTAR of (i) LICENSEE'S name and details of the SOFTWARE licensed and Consultancy Services provided hereunder, for legal, accounting or regulatory requirements; (ii) LICENSEE as a customer reference; and (iii) LICENSEE'S name and details of the SOFTWARE licensed and Consultancy Services provided hereunder in promotional material. If QUANTAR desires to use LICENSEE for the purposes set forth in (ii) or (iii) above, QUANTAR must first obtain LICENSEE'S written approval; LICENSEE further hereby consents to QUANTAR providing it with marketing material from time to time by mail, fax or e-mail.

8.6 LICENSEE and QUANTAR agree that this Agreement and the SOFTWARE, including all information related to the SOFTWARE that is disclosed to the LICENSEE as a result of this Agreement, (a) constitutes the proprietary and confidential information of QUANTAR; (b) shall be used by the LICENSEE only as required to exercise the licence granted under this Agreement; and (c) shall be held in confidence and shall not be made available in any form to any person or entity other than LICENSEE, without the express written consent of QUANTAR. QUANTAR agrees that LICENSEE shall be permitted to disclose relevant aspects of the SOFTWARE to its employees and its agents, but solely to the extent that such disclosure is directly related to LICENSEE'S use of the SOFTWARE, and provided that LICENSEE shall take all reasonable steps to ensure that SOFTWARE is not disclosed or duplicated in contravention of this Agreement. The provisions of this Section 8.6 shall survive any termination of this Agreement.

8.7 If a part of this Agreement is held unenforceable or invalid or prohibited under law, it shall be struck from this Agreement and shall not affect the enforceability of the other parts if this Agreement.

8.8 This Agreement shall be interpreted under the laws of England and any action hereunder shall be taken in the courts in England.

8.9 In compliance with the Data Protection Act 1998, please tick the box below if you do not wish to receive marketing campaign materials from QUANTAR or any QUANTAR partner in the course of promoting their business. This does not apply to correspondence made to ensure performance of this contract.

IN WITNESS WHEREOF, the parties, through their authorised representatives, have executed this Agreement as of the date last written below ("Effective Date").

Agreed by Quantar Solutions Limited:

Authorised Signature:

Printed Name:

Job Title:

Date:

Agreed by LICENSEE:

Authorised Signature:

Printed Name:

Job Title:

Date: