

HVR FREE EVALUATION LICENSE AGREEMENT

1. General

- 1.1 Through entering into this agreement free of charge, you as the party (hereafter "Licensee") are granted a Free Evaluation License to use and evaluate the HVR product (hereafter the "Software"), under the terms and conditions, comprised in this Free Evaluation Agreement (hereafter the "Agreement").
- 1.2 This Free Evaluation License is granted by HVR Software B.V., listed in the Commercial Register of the Chamber of Commerce of Amsterdam under file number 34137774 (hereafter "Licensor"). Licensee and Licensor are collectively also referred to as the "Parties".
- 1.3 Licensee will be able to use and evaluate the Software for a period of 30 (thirty) days, following receipt of the enabling key from Licensor. After filling out the confirmation of your agreement to the licensing terms, a temporary enabling key, necessary to activate the Software, will be made available to you together with pertaining activation-instructions and user manuals, as applicable.
- 1.4 The enabling key contains an automatic termination device which is set in accordance with 1.3 above. If you have not been able to try and evaluate the Software within the abovementioned period, please contact us at the address specified in box 1.
- 1.5 If after evaluation, you want to continue using the Software, either as such or in an extended format, please contact us at the address specified in box 1. In the prevailing case, you will be required to enter into a separate licensing agreement. After duly execution of such agreement, a permanent enabling key will be made available to you.

Box 1, contact data of Licensor:

Name:	HVR Software B.V.
Address:	Haaksbergweg 45 1101 BR Amsterdam The Netherlands
Contact person:	Gert Simons
e-mail:	info@hvr-software.com
Telephone:	+31 (0)20 312 75 12

2. Limitations

- 2.1 As this license is for trial- and evaluation purposes only, it is restricted to either 2 (two) source databases or 1 (one) source- and 1 (one) target database.
- 2.2 During the validity period of this Agreement, Licensee shall not make use of the Software in any way which is contrary to the above specified purpose(s).
- 2.3 Given the nature and intended purpose of this Free Evaluation License, it is expressly understood that the Software may only be used in a test environment for testing purposes only. Any use in a production environment shall be strictly forbidden.

3. General terms and conditions

In addition to the above, the following general terms and conditions shall also be applicable to this Free Evaluation License:

- 3.1 Licensor hereby grants to Licensee, who hereby accepts, a non-exclusive, non-transferable right to use and evaluate the Software in accordance with the terms and conditions of this Free Evaluation License. This right entitles Licensee to (i) use the Software on a time-restricted basis, (ii) copy the Software to ensure normal computer system operation and transmit the same in a computer system, located at its working location, for processing and use. Licensee agrees that it shall not (i) grant any rights to third parties with respect to the Software or make the Software in any way available to third parties, (ii) modify or adapt the Software, (iii) develop, or order third parties to develop any software which is based on the Software, (iv) copy the Software or any part thereof in any way, (v) remove or obscure Licensor's copyright and/or trademark notices on the Software. The source code of the Software is not made available to Licensee.

- 3.2 All claims against Licensor, arising out of- or related to any direct, indirect or consequential damage are expressly excluded. Licensor disclaims all representations and warranties, express or implied, including implied warranties of merchantability and fitness for a particular purpose, with respect to the Software. Licensor shall never be liable for any damage, relating to the loss or mutilation of electronic data and information of Licensee, nor for the restoring of same.
- 3.3 Licensee recognises that during the execution of the evaluation, it may become aware of certain information of Licensor which, by its nature or the circumstances surrounding disclosure, ought in good faith to be treated as confidential, including but not limited to the Software and its operation, documented processes and techniques, system designs, file content, report formats, coding technique routines and report or form generation. Licensee undertakes to treat all the above information as confidential and proprietary information of Licensor and to keep this information in strict confidence.
- 3.4 Licensor declares that, under circumstances of normal use, the Software will substantially conform to the specifications as contained in the pertaining documentation.
- 3.5 This Agreement shall in all respects be exclusively governed by and interpreted in accordance with the laws of the Netherlands. Any dispute in contract or at law arising out of, or in connection herewith shall be exclusively submitted to the competent courts in The Netherlands.