



ORDER FORM : Software license for evaluation

To be filled, printed, signed and returned to ProSim SA with the 2 pages of the agreement

Company

Name: _____ Department: _____

Address: _____

City: _____ ZIP Code: _____

State or Province: _____ Country: _____

Software contact

First Name: _____ Surname: _____

Tel: _____ Fax: _____ Email: _____

Number of licenses

Name	Unit price stand alone license in Euros	Unit price network license in Euros	Number of stand alone licenses	Number of network licenses	Total price in Euros
ProSimPlus					
ProPhy Plus					
BatchColumn					
BatchReactor					
ProSimPlus HNO3					
ARIANE					
.....
TOTAL in Euros					

Date:.....

Signature and seal:.....



SOFTWARE LICENSE AGREEMENT FOR EVALUATION AND TESTS PURPOSES
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Between

herein called: "**THE CUSTOMER**"

And

PROSIM SA, whose head office is at rue Ampère, Immeuble Stratège A, F-31670 Labège (FRANCE), registered under number B 350 476 487 in the Toulouse Commercial Register,

herein called: "**PROSIM SA**"

Main Provisions:

PROSIM SA will deliver **temporarily (for one month)** to THE CUSTOMER the software defined in the attached **ORDER FORM**, herein called "**THE SOFTWARE**", based on the following "**TERMS AND CONDITIONS**".

THE CUSTOMER shall use THE SOFTWARE only for evaluation and tests purposes. THE CUSTOMER shall not allow THE SOFTWARE to be used by any other entity.

THE CUSTOMER undertakes to pay PROSIM SA a fee of: **Euros.**

"**THE SOFTWARE CONTACT**" who will be the technical contact of PROSIM SA, is:

Name:

Tel:

Fax:

Email address:

Agreement reference: (to be filled by PROSIM SA)

For THE CUSTOMER (authorized representative)

Name:

Title/Position:

Date:

Signature and seal:

For PROSIM SA

Name:

Title/Position:

Date:

Signature and seal:

SOFTWARE LICENSE AGREEMENT FOR EVALUATION AND TESTS PURPOSES
(Page 2 / 2 : TERMS AND CONDITIONS)

Article 1: Constitutive elements of the license agreement

The present TERMS AND CONDITIONS and the ORDER FORM constitute the agreement between PROSIM SA and THE CUSTOMER.

Article 2: Aim

The aim of the agreement is to define the terms and conditions in which PROSIM SA supply temporarily THE SOFTWARE to THE CUSTOMER and grant THE CUSTOMER a license of THE SOFTWARE.

Article 3: Starting date and duration

When receiving the ORDER FORM and the agreement duly filled out and signed on all pages, PROSIM SA will fill out its part and send a signed copy to THE CUSTOMER. The agreement shall become effective as from the signature date by PROSIM SA on page 1 of this agreement. The agreement is drawn up for a period of **one (1) month** from the installation date.

Article 4: Ownership - Type of license

THE SOFTWARE along with all associated rights, remains the property of its authors. It is agreed between the parties that THE SOFTWARE is part of the PROSIM SA manufacturing secrets and confidential information, not considering the fact that all or part of THE SOFTWARE is, or might or might not be, patented or protected in any manner. All PROSIM SA proprietary information is and at all times shall remain the sole property of PROSIM SA. The right of use is granted on a personal basis, and is not exclusive. The agreement is express, and cannot be transferred or negotiated. THE CUSTOMER can use THE SOFTWARE on condition that it is only used on the hardware and site(s) defined in the attached ORDER FORM and hereafter named as the "THE HARDWARE".

Article 5: Obligations of THE CUSTOMER

By accepting the agreement, THE CUSTOMER agrees not to undertake, without the prior written consent of PROSIM SA:

- to remove, release, disclose, reveal, copy, extract, modify or duplicate all or any part of THE SOFTWARE in any way, either for THE CUSTOMER or others, or suffer or permit such to be done ;
- to reverse compile, reverse engineer or disassemble the object code form of THE SOFTWARE ;
- any type of use not explicitly authorized by the agreement ;
- any grant, sub-license or agreement, whatever its qualification, which would transmit to a third party the use granted, even if this is free of charge ;
- to develop nor making develop a software with the same objective than THE SOFTWARE, nor to include it in any software with a wider application field.

Furthermore, THE CUSTOMER undertakes, except prior written consent of PROSIM SA:

- to properly use the security device provided by PROSIM SA for use with THE SOFTWARE, and shall make no attempt to circumvent, disable, or make redundant said security device ;
- to notify PROSIM SA in writing of any modification in the SOFTWARE CONTACT data ;
- to notify PROSIM SA by registered post, with acknowledgment of receipt, of any transfer of THE SOFTWARE to another site, whether this be occasional, temporary or final, whatever the cause.

Article 6: Obligations of PROSIM SA

PROSIM SA undertakes to provide THE CUSTOMER with the elements required for using THE SOFTWARE on THE HARDWARE, i.e:

- the standard version of those programs which constitute THE SOFTWARE and the corresponding security device ;
- a technical assistance including the installation as defined in article 7 and the support and assistance services as defined in article 8.

Any other service which may be provided by PROSIM SA upon request by THE CUSTOMER will be subject to a quotation.

Article 7: Installation of THE SOFTWARE

THE SOFTWARE will be shipped to THE CUSTOMER within three weeks after the receipt by PROSIM SA:

- of this agreement filled out and signed on both pages by a person who commit THE CUSTOMER (authorized representative) ;
- of payment of the license fee due by THE CUSTOMER ;
- if necessary the export license delivered by French customs administration.

Installation of THE SOFTWARE consist of the following:

- PROSIM SA sends THE CUSTOMER the support on which THE SOFTWARE is recorded, along with the security device and corresponding documentation ;
- THE CUSTOMER is given the necessary information concerning THE SOFTWARE to install THE SOFTWARE on THE HARDWARE ;
- THE CUSTOMER installs THE SOFTWARE on THE HARDWARE.

PROSIM SA undertakes to assist THE SOFTWARE CONTACT during this operation by phone, fax, e-mail or mail.

Article 8: Support and Assistance Services

As long as the agreement will be in effect, PROSIM SA undertakes to provide THE CUSTOMER with support and assistance services. If possible, ProSim SA will correct any bug of the programs which could appear in normal conditions of use and assist THE SOFTWARE CONTACT, to analyze and to use the required means to solve the encountered difficulties, under normal use of THE SOFTWARE.

It is clearly agreed that the preceding services:

- will only apply for written requests to PROSIM SA ;
- will not be insured if THE CUSTOMER modifies THE SOFTWARE ;
- does not cover the defect due to THE HARDWARE and/or its operating system.

PROSIM SA, on the request of THE CUSTOMER an considering information given by the lasted, will make every effort to solve the difficulty as soon as possible.

Article 9: Termination

PROSIM SA may terminate this agreement immediately if THE CUSTOMER defaults in the performance of any of its obligations under this agreement, particularly in the event of non-payment of an invoice in the terms defined in article 10.

PROSIM SA may also terminate legitimately the agreement:

- if PROSIM SA stops to commercialize all or part of THE SOFTWARE ;
- if THE HARDWARE of THE CUSTOMER, or its operating system, becomes inadequate to the use of THE SOFTWARE or its new releases.

In all the cases of termination or cancellation not any damage nor compensation will be due by PROSIM SA to THE CUSTOMER.

In all the cases of termination, THE CUSTOMER must:

- immediately cease using THE SOFTWARE ;
- guarantee in writing that any copy of THE SOFTWARE has been destroyed and erased from the memory of its computer or render it non-readable.

The provisions set forth in article 11, 12 and 13 hereof shall survive any termination of this agreement.

Article 10: Prices - Invoicing - Payment

- 10.1 THE CUSTOMER undertakes to pay PROSIM SA the license fee indicated in page one when ordering. The invoicing will occur with the delivery of THE SOFTWARE.
- 10.2 Amounts and all applicable fees and taxes are due, net and without discounts, by check and in Euros.
- 10.3 Any delay in payment automatically leads to interest being charged at a rate three (3) times the Banque de France minimum bank rate.

Article 11: Liability of PROSIM SA

THE SOFTWARE and materials provided are furnished "as is" and without any warranty of any nature whatsoever. PROSIM SA does not warrant that any or all failures or errors in THE SOFTWARE will be corrected or warrant that the functions contained in THE SOFTWARE will meet THE CUSTOMER'S requirements. PROSIM SA makes no warranties, express or implied, including, but not limited to, any warranties of merchantability or fitness for a particular purpose. PROSIM SA shall have no responsibility or liability for damages arising out of or related to the delivery, use, efficiency, or suitability of THE SOFTWARE or the application of THE SOFTWARE results. In no event shall PROSIM SA be liable to THE CUSTOMER for any direct, indirect, special, incidental, or consequential damages or lost profits arising out of or related to this license or THE SOFTWARE, even if PROSIM SA has been advised of the possibility thereof.

Article 12: Confidentiality

THE CUSTOMER agrees to treat as strictly confidential THE SOFTWARE and all information pertaining to it, including, but not limited to, mathematical techniques, correlations, concepts, designs, specifications, listings and documents which CUSTOMER may receive from PROSIM SA in connection with this agreement.

Article 13: Miscellaneous provisions

- 13.1 The present agreement comprises all the contracts entered into by the parties with the aim defined in article 2 above and declares all other previous contracts, statements of intent, promises or documents null and void.
- 13.2 In the case of difficulty or interpretation between any one of the titles that appear as heading to the clauses and any one of the clauses, the titles shall be declared non-existent.
- 13.3 If any provision of this agreement is considered inapplicable or illegal for any reason whatsoever by any court, either in whole or in part, this decision shall not affect the validity nor the compulsory nature of any of the other provisions and the remaining provisions shall be deemed severable and unaffected and shall continue in full force and effect.
- 13.4 The agreement shall be governed by and interpreted in accordance with the laws of France. In the event of disagreement over the interpretation or performing of any of the provisions in this agreement the parties must try to settle the dispute amicably. In the event of any unresolved disagreements, the Toulouse (France) « Tribunal de Commerce » alone will be competent to decide disputes.

For THE CUSTOMER (authorized representative)
Signature and seal:

For PROSIM SA
Signature and seal: