License Agreement

The company Elondra S.L., Plaza del Pan, 11. 45600 Talavera de la Reina, Toledo, Spain - hereinafter called LICENSOR - grants the commercial users - hereinafter called the LICENSEE - the following license conditions.

Preamble

The Software "BaseMovil" and "OpenBaseMovil", which is developed by the LICENSOR, is used for the creation of mobile applications on the basis of the Java 2 Microedition (J2ME) standard. Such applications can run on any J2ME capable device like mobile phones, PDAs and other devices.

1 Subject of this Agreement

1.1 Subject of this license agreement is the computer software "BaseMovil" in the current version of the date of the purchase - hereinafter called the SOFTWARE -, which is developed by the LICENSOR; the documentation as well as any helper programs. The software is provided on a data carrier (hereinafter called the COPY MASTER), or alternatively via e-mail or download. A printed documentation or manual is not subject of this agreement.

1.2 The LICENSEE recognizes and accepts that it is not possible to guarantee absolute freedom of defects at the current state of the technology due to the complexity of the software in question.

2 Granted Rights

2.1 With the purchase of the software the LICENSEE obtains the non-exclusive and non-transferable right to use the software subject to the terms, fees, conditions, restrictions, and limitations contained herein and on the applicable price list of the software. All usage rights which are not been explicitly stated in this agreement retain at the LICENSOR as the owner of all copyrights and industrial property rights. In particular the LICENSOR retains all publishing-, copy-, editing- and exploitation-rights. The LICENSEE obtains ownership merely of the data carrier of the software.

2.2 The LICENSOR grants the LICENSEE for the period of this agreement the non-exclusive and individual right to install and use the software on as many computers as desired. Additionally rights depend on the type of license that is purchased:

2.3 For each purchased "Single" license the software can be used to develop a single mobile application, which can be sold by the LICENSEE any number of times. It is possible to purchase several "Single" licenses. A single application can also include design variations, customizations and device specific ports, as long as the average user of such an application would recognize it as a single application.

2.3.1 The LICENSEE of a "Single" license receives any updates within the same major version of the software.

2.3.2 The LICENSEE receives support free of charge for the first two months after the purchase via email. Answers are given within a working week.

2.4 When an "Enterprise" license has been purchased, the LICENSEE can use the software to develop any number of applications which can be sold any number of times.

    2.4.1 The LICENSEE of an "Enterprise" receives any updates within the same major version of the software, in any case for at least the 12 months following the purchase.

    2.4.2 The LICENSEE receives support free of charge for the six months after the purchase via email or telephone. The LICENSEE can optionally obtain additional support after the free support period. Answers are given within two working days, bug fixes are provided as soon as possible.

    2.4.3 Up to one man-week of feature requests are implemented for free within specified time-frames.

    2.4.4 The LICENSOR represents and warrants that there are no unresolved claims, demands or pending litigation, relating to Intellectual Property Rights in the Software, trademarks, or any part thereof. The LICENSOR represents and warrants that the Software includes no Illicit Code. If Illicit Code is discovered, the LICENSOR will immediately provide at its sole cost Software without Illicit Code and provide all assistance to correct any problems caused by Illicit Code, in the shortest time possible.

2.5 The LICENSEE can modify, recompile or reassemble the software without prior written consent of the LICENSOR. The LICENSEE is allowed to modify and create directly derived works ("directly" in contrast of mobile applications) of the software when such derived work is either published exclusively under the GNU General Public License or when the LICENSOR receives the full usage-, exploitation and copy-rights of such derived work. For such derived works the appropriate licenses need to be purchased as well.

2.6 The LICENSOR must not use the software for military, atom-energy or unlawful activities.

2.7 The LICENSEE effectively obtains the listed usage rights after he/she has paid the complete price according to section 3 to the LICENSOR. The LICENSOR can allow the usage of the software, before the complete price has been paid. In that case the usage rights according to this paragraph are not transferred to the LICENSEE.

2.8 The LICENSOR has and retains all trade marks of the software. The LICENSEE is allowed to use the tittle of the software as well as names, logos, and icons of the LICENSOR when the usage is related to this agreement.

2.9 The LICENSEE must not remove, mask or modify any notes of copyrights, trademarks or other rights of the LICENSOR. Developed mobile applications do not need to contain any logos, copyright marks or similar of the LICENSOR.

3 Remuneration, Billing and Payment

3.1 The remuneration for the granted usage rights of the software according from 2.2 to 2.6 depends on the at the purchase date current price list. The price list is available at the websites of the LICENSOR (http://www.basemovil.com and/or http://www.openbasemovil.org).

3.2 Any taxes like the Value Added Tax (VAT) are not included in the remuneration. The VAT will be stated and printed on the bill.

3.3 Any discounts need a written agreement. For any discounts the amount of the bill needs to have been paid in full on the account of the LICENSOR.

3.4 Unless other agreed the purchase price needs to be paid within 14 days after the delivery. When the LICENSEE did not pay the bill within this period, the LICENSOR can charge an additional interest rate of at least 8% per year above the current base lending rate as well as collection costs. The LICENSOR reserves the assertion of a higher damage caused by such a delay.

3.5 The LICENSOR can accumulate the bill amount with any counterclaims, when these are undisputed or have been resolved legally binding. In addition the LICENSEE can use his right of retention when a counterclaim is based on the same agreement.

4 Terms of Delivery

4.1 The software will be delivered as soon as possible after the purchase. It presumes the conformance of the LICENSEE with her/his obligations. Unless otherwise agreed, the software will be delivered from Talavera de la Reina, Toledo, Spain.

4.2 When the LICENSEE commits a default of acceptance or infringes any other obligations, the LICENSOR is allowed to charge the LICENSEE for the resulting damage, including any possible additional expenditures. The LICENSOR reserves any other claims in such cases.

4.3 The LICENSOR is liable according to the legal requirements if any delivery-delay depends on a deliberate or grossly negligent infringement of contract-terms. When a delivery-delay does not depend on a deliberate break of agreement-terms, the LICENSEE can only claim the actual and typically foreseeable damage resulting from that delay. This is also valid for indirect damages like lost profits.

4.4 The LICENSOR is also liable according to the legal requirements when an essential contract-term has been infringed culpably by the LICENSOR. In such case the LICENSEE can only claim the actual and typically foreseeable damage resulting from that delay. This is also valid for indirect damages like lost profits.

5 Duplication

5.1 The software is protected by international copyright laws and contracts. The copyright includes the source-code, the documentation, the design, the structure and organization of the program-files, logos and other display formats within the software. All rights are reserved.

5.2 The creation of a single duplicate of the COPY MASTER is allowed for backup only. The LICENSEE is obligated to add the copyright notice of the LICENSOR on that copy or to include such a notice in the copy. Copyright notices and license keys contained in the software must not be removed.

6 Transfer of Usage Rights

The software must not be transferred to any third parties, unless the LICENSOR has approved the transfer in written. Precondition for the transfer is that the software with all copies (including all components, any media and printed material) is transferred and that no components remain at the LICENSEE. The third party needs to accept the terms of

this license agreement and the LICENSOR needs to be informed about the identity of the third party.

7 Duration of the Agreement

7.1 This agreement lasts in perpetuity.

7.2 The right to use the software expires - also without notice of cancellation - when the LICENSEE infringes a term of this agreement. At termination of the usage-rights, the LICENSEE is obliged to destroy any original media along with any copies (including all components and written material) of the software. The LICENSEE is required to confirm the destruction with an statutory declaration, if the LICENSOR demands it.

8 Warranties

8.1 EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION, LICENSOR DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY SOFTWARE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8.2 Each party represents and warrants that

8.2.1 it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform and carry out its obligations under this Agreement,

8.2.2 the person executing this Agreement on its behalf has express authority to do so and to bind the party, and

8.2.3 the execution, delivery, and performance of this Agreement does not violate any provision of any bylaw, charter, regulation, or any other governing authority of the party, and has been duly authorized by all necessary partnership or corporate action, and this Agreement is a valid and binding obligation of that party.

8.3 Due to the number of data- and usage-constellations as well as handling errors the absolute freedom of defects as well as a the absolute freedom of data-loss can not be guaranteed in practice. The LICENSOR is also unable to warrant that programs used in conjunction with the software run without interruptions and problems and that the program functions are executable in all combinations. No guarantees can also be given for the attainment of special purposes of use. In so far as is permitted by law, liability for all program errors or dereliction of duty, especially in connection with direct or indirect loss or damage, consequential loss or third party loss is excluded unless caused by intent or gross negligence. The LICENSEE and operator is obliged in all cases to use data protection systems suitable for his use for the avoidance of damage or for damage limitation, such as data back-up systems, anti-virus systems, firewalls or similar. The license needs to - therefore - make regularly (at least daily) backups, so that an easy recovery from data-loss is possible. Any respites need to written in a traditional calendar. Possible defects of the software need to be reported to the LICENSOR in written and need to described in so much detail, that the defect can be reconstructed.

8.4 In particular the LICENSOR does not guarantee that the software meets its requirements or its purpose or works together with other programs. The LICENSEE

is responsible for the selection and the consequences of the usage of the software. This is not valid though, when the software cannot be used at all.

8.5 When there are defects in the purchased software, which considerably restrict the use and the operativeness of the software according to this agreement, the LICENSEE needs to inform the LICENSOR immediately after the detection of the defect. Obvious defects need to reported immediately after the installation of the software. Otherwise the software is granted by the LICENSEE.

8.6 The LICENSOR represents and warrants that there are no unresolved claims, demands or pending litigation, relating to Intellectual Property Rights in the Software, trademarks, or any part thereof. The LICENSOR represents and warrants that the Software includes no Illicit Code. If Illicit Code is discovered, the LICENSOR will immediately provide at its sole cost Software without Illicit Code and provide all assistance to correct any problems caused by Illicit Code, as soon as possible.

8.7 Should the delivered or downloaded software contain a defect, the LICENSOR will try to mend it at first (when the defect has been reported in time). Should this fail, the LICENSEE has the right to lower the payment or - at his/her option - to cancel the agreement. The LICENSEE cannot request compensation for useless expenses. As a rule the mending of a defect should be regarded as failed when the LICENSOR tried to mend that defect two times without success.

9 Compensation for Damages

9.1 In all other cases as is permitted by law, liability if the LICENSOR is excluded unless caused by intent or gross negligence by the LICENSOR or her representatives.

9.2 The liability is limited to the - at the date of the purchase - typically foreseeable damages, unless the damage is caused by intent. This is also true for indirect and third-party damages, for example any loss of profits.

9.3 When the LICENSOR is insured against any of the mentioned liabilities, the LICENSOR can transfer a title to insurance benefits to the LICENSEE.

9.4 Claims resulting from compelling laws remain unaffected.

10 Modifications and Updates

10.1 The LICENSOR can create and develop updates of the software at any time. The LICENSEE thus has no right to request a modification or an update.

10.2 When an update has been purchased, all usage-rights of the old software expire. The "Single", "Runtime" and "Enterprise"- licenses also include updates of the software up to the but excluding the next major release of the software. The software-versions are labeled in the usual format "[major].[minor].[build]". An example should illustrate this: When the LICENSEE purchases the software in the version "1.2.10", the LICENSEE is also allowed to update to the version "1.9.2" without purchasing a new license. The LICENSEE needs to purchase a new license in the above example from version "2.0.0" onwards.

11 Retention of Title

11.1 The LICENSOR remains the owner of the software until the full payment has

been received from the LICENSEE. In cases of actions of the LICENSEE contrary to the contract, for example a delay of payment, the LICENSOR can retract the software. Such a retraction constitutes not a cancellation of the contract, unless the LICENSOR has confirmed a cancellation in written. After the software has been retracted, the LICENSOR is allowed to use or sell it. The profit from selling the retracted software - minus adequate fees - is to be deducted from the LICENSOR's claim.

11.2 When there are distresses or similar third party actions against the software which is still owned by the LICENSOR, the LICENSEE immediately has to notify the LICENSOR in written. Independent from the above, the LICENSEE is obliged to inform any third parties about the ownership of the software in such cases. When the third party is unable to redeem damages, the LICENSEE is fully liable for any resulting damages of the LICENSOR.

11.3 The LICENSEE is authorized to use the software in the usual way and to integrate, merge and sell applications developed with the software. The LICENSEE already transfers all payment claims in the full sum of the bills (including VAT) to the LICENSOR, which result from the sale against its customers or third parties. The LICENSEE is still authorized to collect these claims, but the LICENSOR is also authorized to do so. The LICENSOR, however, is not allowed to collect these claims while the LICENSEE is paying its obligations toward the LICENSOR in time and has not started an insolvency proceedings. In such cases the LICENSOR can demand that the LICENSEE discloses all claims and hands out all needed information and documents and informs the debtors and third parties respectively about the cession.

11.4 The LICENSOR commits itself, to free the entitled claims on request of the LICENSEE, when the realizable value of the claim exceeds 10% of the original claim.

12 Confidentiality and Duty of Disclosure

12.1 The LICENSEE is obliged to retain the confidentiality about the terms of this agreement and the information which result from this agreement, even after termination of this agreement. The LICENSOR is obliged to do the same.

12.2 In case a Runtime License is obtained, the LICENSEE is obliged to document any mobile applications, which have been developed or modified with the software, as well as all sales data of such applications in a suitable form in accordance with this agreement and with the purchased licenses, and to provide the LICENSOR with this data upon request of the LICENSOR.

13 Place of Jurisdiction, Place of Fulfillment and Applicable Law

13.1 Inasmuch as the LICENSEE is not a private consumer, the place of jurisdiction is the place of business of the LICENSOR. The LICENSOR, however, is allowed to sue the LICENSEE at its place of business.

13.2 Unless stated differently in the order-confirmation, the place of fulfillment is the place of business of the LICENSOR.

13.3 Applicable law is the law of the Kingdom of Spain with exclusion of the UN Sales law.

14 Final Provisions

14.1 Verbal supplementary agreements do not exist. Modifications and complements need to in written form to be effective. This also applies for a modification of this clause.

14.2 If one of the above provisions should be or become invalid, this does not affect the validity of the remaining provisions; in such a case a determination shall apply which comes closest to the recognizable purpose of the agreement and the intention of the parties in the invalid provision.