

## END USER LICENSE AGREEMENT HYDRONET (“EULA”)

**USER NOTICE:** BY ACCESSING THE HYDRONET PLATFORM YOU AS LICENSEE ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THIS EULA AND AGREE TO THE CONDITIONS AND PROVISIONS HEREIN AND THAT YOU ARE DULY AUTHORIZED TO EXECUTE THIS EULA. YOU SHALL INFORM ALL USERS OF HYDRONET OF THE TERMS AND CONDITIONS OF THIS EULA. YOU ACCEPT THAT THIS EULA IS THE FULL AND EXCLUSIVE EXPRESSION OF THE AGREEMENT BETWEEN YOU AS THE END USER OF HYDRONET AND HYDROLOGIC AND THAT IT TAKES PRECEDENCE OVER ALL PREVIOUS PROPOSALS OR VERBAL OR WRITTEN AGREEMENTS AND OTHER POSSIBLE COMMUNICATIONS REGARDING THE SUBJECT OF THIS EULA. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE HYDRONET.

**LICENSOR.** This license is granted to licensee (Customer) by HydroLogic Systems B.V. (HydroLogic), a company organized under the laws of the Netherlands and provides for the use of the HydroNET software platform by the Customer and its users (collectively: End-User).

**LICENSE.** For the duration of the license to Customer, HydroLogic provides End-User the right to use HydroNET, including the end user manuals, documentation and any updates to HydroNET for use solely under the terms of this EULA. HydroLogic reserves all rights not expressly granted under this EULA.

HydroLogic hereby grants to End-User a temporary, non-exclusive, non-transferable license, to access, use and display the then current version of HydroNET, for End User’s own internal business use and without the right to sub license. HydroNET may only be used for the purpose for which it is designed as described in the documentation and on the HydroNET website. The documentation is licensed solely for the purposes of supporting End-User’s use of HydroNET as permitted in this EULA.

HydroNET may only be used if End-User has a license to access and use one or more applications (Apps) available on the HydroNET platform. The right of use for any App is not included in this EULA and should be obtained separately. Apps can be provided by HydroLogic or by third party App-Providers. HydroLogic is not in any way responsible or liable for the availability or performance of any App not provided and supported by HydroLogic itself. If and insofar as, for whatever reason, the terms of third parties referred to here are deemed not to apply, are declared inapplicable in the relationship between the End-User and HydroLogic, or no separate license terms for a specific App are provided/applicable, then the provisions of this EULA shall apply in full.

**RESTRICTIONS.** End-User is not permitted to: (i) reverse engineer, disassemble or decompile HydroNET or any portion thereof or otherwise attempt to derive or determine the source code or the logic therein, except to the extent and for the express purposes authorized by applicable law, and only if HydroLogic is not willing or able to provide the relevant information to End-User; (ii) remove or evade any technical protection (iii) use plug-ins or extensions not distributed by HydroLogic which enable modification of HydroNET; (iv) modify or change or make new installation programs for HydroNET and (v) use HydroNET for on behalf of third parties or sub-license, rent, sell, lease, distribute or otherwise transfer HydroNET.

**OWNERSHIP.** HydroNET is the intellectual property of HydroLogic and/or its licensors and contains material that is protected by intellectual property rights and legislation of various countries worldwide. This EULA does not grant to End-User any ownership interest in HydroNET. End-User shall not remove any proprietary notice of HydroLogic. Third party materials and/or Apps presented or accessed using HydroNET (“Third Party Materials”) are owned by the respective third parties and may be protected by intellectual property rights and the use of such Third Party Materials may be subject to the terms of use of such third parties. The End-User is solely responsible to obtain a valid license for the use of Third Party Materials.

**MAINTENANCE AND SUPPORT.** HydroLogic shall perform maintenance work with respect to HydroNET from time to time, to make sure HydroNET stays up-to-date with other techniques, to provide for new functionality and to fix errors. ‘error’ means a substantial failure of HydroNET to meet the functional or technical specifications expressly made known by HydroLogic in writing. An error is only recognized by HydroLogic if it can be demonstrated by End-User and if it is reproducible. End-User must report errors without delay. Any obligation of HydroLogic is limited to errors within the meaning of this EULA. HydroLogic does not have any obligation whatsoever with respect to other defects in or on HydroNET, or any App. End-User must report errors discovered in HydroNET in detail. Following receipt of the report, HydroLogic shall strive to the best of its ability to fix errors and/or implement improvements in later versions of HydroNET in accordance with its usual procedures. Depending on the urgency and HydroLogic’s version and release policy, the results shall be made available to End-User in a manner and within a term determined by HydroLogic. HydroLogic is entitled to install temporary solutions, program bypasses or problem-avoiding limitations in HydroNET. End-User is responsible for any peripheral equipment, software or network access necessary to use HydroNET or any App and shall itself install, organize, parameterize and update the peripheral equipment, software or network access necessary to use HydroNET or any App.

HydroLogic is not in any way obliged to make back-ups of any data available in or uploaded to (any App in) HydroNET, nor provide for fallback and back up facilities.

Support includes access to the HydroNET website, including the HydroLogic help information made available there. If any further assistance is needed, End-User should contact the relevant contact person for HydroNET within Customer. This contact person shall have access to further support via its local reseller as provided for in its agreement with reseller. Further details on maintenance and support are described on HydroNET if and when relevant.

**EXECUTION OF MAINTENANCE AND SUPPORT.** HydroLogic may change the content or scope of HydroNET's delivery model. If such changes result in a change in the End-User's current procedures and/or systems, HydroLogic shall inform Customer about the matter as soon as possible. The costs of the changes in the Customers procedures and/or systems that are required as a result of the change in HydroNET's delivery model shall be borne by Customer. Customer may in this case give notice of termination of the contract, which termination shall then take effect on the date on which the change takes effect, unless the change is related to changes in relevant legislation or other instructions issued by competent bodies, or HydroLogic bears the costs of this change. HydroLogic is not obliged to maintain, modify or add certain features or functionalities of the service or software specifically for the End-User. HydroLogic may temporarily put all or part of HydroNET out of operation for preventive, corrective or adaptive maintenance or other forms of service. HydroLogic shall not allow the period during which the service is out of operation to last longer than necessary and shall ensure if possible that this period occurs outside office hours. HydroLogic is never obliged to provide a physical carrier to End-User that contains the software provided to and held by End-User in the context of the use of HydroNET. HydroNET shall inform App providers in advance of any changes to HydroNET that may have an impact on the use or availability of an App as to enable App providers to update their App in accordingly. However, HydroLogic is not responsible for any maintenance and support on Apps in any way. Customer should contact its reseller or the App provider directly for any further maintenance and support on Apps.

**AUDIT.** On HydroLogic's request, and at HydroLogic's expense, HydroLogic may conduct an audit of End-User's use of HydroNET or any App. If an audit reveals that Customer has underpaid in relation to the actual use of HydroNET or any App by End-Users, in addition to other remedies, Customer shall be invoiced for such underpaid fees.

**EXCLUSIONS.** HydroLogic does not guarantee that HydroNET, or any App or data provided via HydroNET is free of errors or functions without interruption. HydroLogic shall make efforts to fix the errors in HydroNET or an App within a reasonable term if and insofar as the matter concerns software developed by HydroLogic itself and the End-User provided a detailed, written description of the defects concerned via Customer to HydroLogic. Where there are grounds for doing so, HydroLogic may postpone the fixing of defects until a new version of HydroNET or the relevant App is put into operation. HydroLogic does not guarantee that defects in Apps, data or other software that it provided by other parties shall be fixed. HydroLogic is entitled to install temporary solutions, program bypasses or problem-avoiding limitations in HydroNET and the Apps. Based on the information provided by HydroLogic concerning measures to prevent and limit the effects of malfunctions, defects in HydroNET, corruption or loss of data or other incidents, Customer shall identify and list the risks to its organization and take additional measures if necessary. HydroLogic declares that it is prepared to provide assistance, at Customer's request, to the extent reasonable and according to the financial and other conditions set by HydroLogic, with respect to further measures to be taken by Customer. HydroLogic does not guarantee that HydroNET shall be adapted to changes in relevant legislation and regulations. HydroLogic is never obliged to recover data that has been corrupted or lost.

Maintenance and Support does not cover resolution of Errors which result from (i) Apps or other third party software or hardware or (ii) use of HydroNET by End-User which is not in accordance with the documentation. HydroLogic will only support HydroNET for peripheral equipment, software or network access for which all components are supported by their respective vendors, under standard conditions, as of the date the support request is made by the Customer to HydroLogic. If HydroLogic performs work relating to the data of the Customer or its End-Users, pursuant to a request or a competently issued order of a government agency or in connection with a legal obligation, all costs associated with this work shall be charged to Customer.

**USE OF HYDRONET, USER NAMES AND ACCESS KEYS.** All materials, including, but not limited to HydroNET, all available information on HydroNET, any user names, or access keys or certificates made available to End-User ("Materials") by whatever means is either owned by or licensed to HydroLogic. End-User may only use those Materials as part of the license right and as long as the license is current. In no event shall the End-User publish, retransmit, redistribute or otherwise reproduce any Materials in any format to anyone or use any Materials in any connection with any business or commercial enterprise, without the express written consent of HydroLogic.

End-User is responsible for its use of the Materials. End-User shall make sure he does not upload or process any harmful or unlawful content to HydroNET and shall implement appropriate measures to prevent such material being uploaded and to prevent unlawful use or access or malfunctions. The user names or access keys and certificates provided by HydroLogic to End-User are confidential and must be treated as such by End-User, and may only be made known to authorized personnel in Customer's own organization. HydroLogic is entitled to change the user names and access keys and certificates. End-User shall immediately inform HydroLogic of any misuse of Materials. In any such event, HydroLogic is entitled to provide instructions to End-User to prevent further harm, to deny End-User access to HydroNET or to delete any such harmful or unlawful content.

**TERM AND TERMINATION.** The EULA takes effect when End-User accesses or uses HydroNET or at the date End-User receives the relevant activation or access keys, whichever is sooner ("the Effective Date"). HydroLogic reserves the right

to terminate this EULA upon 30 days' notice in the event of: (1) a change of control of Customer; (2) if Customer or End-User breaches any provision of this EULA and, upon receiving written notice of such breach, fails to remedy such breach within 30 (thirty) days following receipt of the notice; or (3) if a petition for Customer's bankruptcy is filed or Customer has been declared bankrupt. In case of a substantial breach, or in case serious damage is caused related to non-compliance by End-User, HydroLogic may suspend its services and access to HydroNET immediately. Upon termination End-User shall promptly cease to use HydroNET and return or destroy, at End-User's expense and at HydroLogic's option, access keys and user names. The provisions regarding Audit, Intellectual Property, Limitation of Liability, and Miscellaneous shall survive the expiration or termination of this EULA.

**LIMITED WARRANTY.** HydroNET, any Apps or data is provided as-is. HydroLogic does not warrant that HydroNET, any Apps or data meets any specifications that are communicated, that the functionality of HydroNET will meet End-User's requirements or is fit for any particular purpose, or that the operation of HydroNET will be uninterrupted, error free, virus free or that errors in HydroNET will be corrected. It is the responsibility of End-User to isolate HydroNET, to use anti-virus software, to make relevant back-ups and to take other steps to ensure that HydroNET does not damage End-User's information or system.

In the event that HydroNET does not comply with the warranty set out in this section and HydroLogic is notified of such non-conformity, HydroLogic, at its choice, will replace such non-conforming software at no additional charge or will refund the total amount paid for the non-conforming software. HydroLogic grants no other warranty, either specific or implied, including without limitation, warranties of merchantability or suitability for a particular purpose.

**LIMITATION OF LIABILITY.** HydroLogic's total liability due to an attributable failure in the performance of this EULA or on any legal basis whatsoever, expressly including each and every failure to fulfil a warranty obligation agreed with End-User, shall be limited to compensation for direct loss up to a maximum of the price stipulated for the relevant agreement with Customer (excluding VAT) stipulated for one year. HydroLogic's total liability for direct loss, on any legal basis whatsoever, shall never amount to more than EUR 10 000 (ten thousand euros), however.

HydroLogic's total liability for loss due to death or bodily injury or as a result of material damage to items shall never amount to more than the amount the insurance of HydroLogic actually pays, with a maximum of EUR 1 250 000 (one million two hundred fifty thousand euros).

HydroLogic's liability for indirect loss, consequential loss, loss of profits, lost savings, reduced goodwill, loss due to business interruption, loss as a result of claims of End-Users customers, loss arising from the use of items, materials or software of third parties prescribed by End-User to HydroLogic and loss arising from the engagement of HydroLogic prescribed by End-User to HydroLogic is excluded. HydroLogic's liability for corruption, destruction or loss of data or documents is likewise excluded.

The exclusions and limitations of HydroLogic's liability described in the paragraphs above are entirely without prejudice to the other exclusions and limitations of HydroLogic's liability described in these general terms and conditions. The exclusions and limitations referred to in the paragraphs above shall cease to apply if and insofar as the loss is the result of deliberate intent or recklessness on the part of HydroLogic's management.

Unless performance by HydroLogic is permanently impossible, HydroLogic shall only be liable due to an attributable failure in the performance of this EULA if End-User declares HydroLogic to be in default in writing without delay and grants HydroLogic a reasonable term to remedy the breach, and HydroLogic culpably fails to fulfil its obligations also after this term has passed. The notice of default must describe the breach as comprehensively and in as much detail as possible in order to give HydroLogic the opportunity to respond adequately. For there to be any right to compensation, End-User must always report the loss to HydroLogic in writing as soon as possible after the loss has occurred. Each claim for compensation against HydroLogic shall be barred by the mere expiry of a period of 24 months following the inception of the claim unless End-User has instituted a legal action for damages prior to the expiry of this period. The provisions of this article and all other limitations and exclusions of liability referred to in this EULA shall also apply for the benefit of all natural persons and legal entities that HydroLogic engages in the performance of this EULA.

**FORCE MAJEURE.** HydroLogic shall not be responsible for failures of its obligations under this EULA to the extent that such failure is due to causes beyond HydroLogic's control, including, without limitation, natural disaster, war, strikes, fire, floods, explosions, acts of any government or agency thereof, failures of suppliers, disruption in electricity supply or non-availability of telecommunication services. If HydroLogic is prevented by force majeure from fulfilling its obligations under this EULA for more than ninety (90) days, HydroLogic and End-User are entitled to terminate the EULA in writing.

**INDEMNIFICATION.** HydroLogic shall indemnify, hold harmless and defend End-User against any action brought against End-User to the extent that such action is based on a claim that HydroNET, when used in accordance with this EULA, infringes a copyright of a third party. HydroLogic shall pay all costs, settlements and damages finally awarded, provided that End-User promptly notifies HydroLogic in writing of any claim, gives HydroLogic sole control of the defense and settlement thereof, and provides all reasonable assistance in connection therewith.

If HydroNET is finally adjudged to so infringe, or in HydroLogic's opinion is likely to become the subject of an infringement claim, HydroLogic shall, at its sole discretion, either: procure for End-User the right to continue to use HydroNET, modify or replace HydroNET to make it non-infringing, or upon return of HydroNET, refund the price paid by End-User for HydroNET, minus a reasonable usage fee. The aforementioned states the entire liability of HydroLogic and the exclusive remedy for End-User relating to any actual or claimed infringement of any intellectual property right.

End User shall indemnify, defend and hold harmless HydroLogic and its directors, officers, agents, employees, subsidiaries and affiliates from and against any claim, action, proceeding, liability, loss, damage, cost, or expense (including, without limitation, attorneys' fees), arising out of or in connection with the use of HydroNET that is not in strict accordance with this EULA by End-User, its employees, subcontractors, or others. HydroLogic shall provide reasonable cooperation and assistance to End-User in defending the claim.

**COMPLIANCE WITH LAWS.** End User must comply with all domestic and international (export) laws and regulations to HydroNET and with any end-user, end-use and destination restrictions issued by governments. End-User must at its own expense obtain and arrange for the maintenance of any government approval and comply with all applicable laws and regulations necessary for End-User's performance of the EULA. End-User acknowledges that it is responsible for obtaining any licenses to export, re-export or import HydroNET as may be required. End-User will defend, indemnify, and hold harmless HydroLogic from and against all fines, penalties, liabilities, damages, costs and expenses incurred by HydroLogic as a result of any violation of export (control) laws or regulations by End-User or any of its agents or employees.

**PRIVACY AND SECURITY** End-User guarantees that the processing of (personal) data on HydroNET complies with all applicable (international) rules regarding the processing of such data. If necessary for the performance of this EULA, End-User shall on request inform HydroLogic in writing about the way in which End-Users perform its legal obligations regarding the protection of personal data. End-User indemnifies HydroLogic against claims of persons whose personal data is recorded or processed in the context of a register of personal data that is maintained by End-User or for which End-User is otherwise responsible by law, unless End-User proves that the facts on which a claim is based are attributable to HydroLogic.

Under legislation pertaining to the processing of personal data, such as the Dutch Personal Data Protection Act, Customer has obligations towards third parties, such as the obligation to provide information and allow the person concerned to inspect his or her personal data, and correct and delete the personal data of the person concerned. Customer is fully and solely responsible for the fulfilment of these obligations. The parties maintain that HydroLogic is the 'processor' within the meaning of the Dutch Personal Data Protection Act with respect to the processing of personal data. To the extent that doing so is technically possible, HydroLogic shall provide support in the context of the obligations that Customer must fulfil as referred to in this article. The costs associated with this support are not included in the agreed prices and payments and shall be borne by Customer.

End-User is fully responsible for the data that it processes in the context of using HydroNET. End-User guarantees vis-à-vis HydroLogic that the content, use and/or processing of the data are not unlawful and do not infringe any right of a third party. The security provided by HydroLogic shall meet a standard that is not unreasonable in terms of the state of the art, the sensitivity of the information and the costs associated with the security measures taken. HydroLogic does not guarantee that the information security provided is effective under all circumstances.

**PERMANENT EFFECT.** HydroLogic reserves the right to modify this EULA for any new versions of HydroNET. By continuing to use the new version of HydroNET over a period of thirty (30) days, End-User accepts the new or revised version of this EULA.

**NOTICES.** Any notices permitted or required under this Agreement shall be in writing, and shall be deemed given when delivered (i) in person, (ii) by overnight courier, upon written confirmation of receipt, (iii) by certified or registered mail, with proof of delivery, (iv) by email, with confirmation of receipt (except for routine business communications issued by HydroLogic, which shall not require confirmation from End-User). Notices shall be sent to the address or email address set forth below, or at such other address or email address as provided to the other party in writing. Notices for HydroLogic shall be sent to: P.O.Box 2177, 3800 CD Amersfoort, The Netherlands. Email for legal notices should be sent to both: info@hydrologic.com and helpdesk@hydronet.com.

**APPLICABLE LAW.** This EULA shall be governed, construed and enforced in accordance with the laws of the Netherlands, without giving effect to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply. Any legal action will be brought exclusively before the relevant court in Utrecht, the Netherlands. Proceedings will take place in Dutch.

**MISCELLANEOUS.** End-User may not assign or transfer its rights or obligations arising under this EULA to any third party, including any group of companies, parent companies, subsidiaries and affiliated companies of End-User without the written consent by HydroLogic, and any such attempted assignment or transfer shall be void and without effect.

The failure of any party to enforce a provision of this EULA shall not constitute a waiver of such provision or any other provision or of the right of such party thereafter to enforce any provision of this EULA.

HydroLogic reserves the right to use Customer's name or trademark, trade name or logo in external communications, presentations and marketing materials, and on its website and to describe the solution provided to End-User in these external communications.