**IQGEO END USER LICENSE AGREEMENT**

**1. Definitions.** Unless otherwise agreed to by Licensor, the following terms shall mean:

"Homes" means the set of individual terminations for the fiber network being planned, or in the case of Fiber to the Home, the set of individual living units for which the network is being planned. This means that for multi dwelling units, with multiple individual end customers living inside one building, each end customer/apartment is considered as an individual Home.

"Homes Planned" means the amount of individual Homes that are processed with the Software by Customer, and which are identified by the Homes-attributes associated with the Demand-Points.

"Demand-Points" means the set of end-points of the fiber network that is being planned by the Software. These points must be specified by the user of the Software at the input as a set of geographical locations where a certain number of fibers needs to be terminated. Demand-Points can be for example buildings, antennas or cabinets.

"Derivative Works" includes but is not limited to (a) any work based upon one or more pre-existing works, such as a revision, enhancement, modification, translation, abridgement, condensation, expansion, extension or any other form in which such pre-existing works may be recast, transformed, or adapted, and that, if prepared without the authorization of the owner of the copyright to such pre-existing works, would constitute a copyright infringement, and/or (b) any compilation that incorporates such pre-existing works. For Software, Documentation, and Third Party Software (as defined below), Derivative Works also includes any and all corrections, customization, bug fixes, and updates to the Software, Documentation, Third Party Software, and Derivative Works, but does not include any Licensee or Licensee-funded third party developments, provided such developments only make "calls" of the Software, Third Party Software or Derivative Works thereof or "object requests" that reference or cause execution of the base Software, Third Party Software, and/or Derivative Works thereof.

"Documentation" means all material, including all printed material and on-line or electronic documentation (excluding training materials), referencing Software and Third Party Software provided hereunder.

"Licensor" means IQGeo Europe N.V., having its registered office at Sassevaartstraat 46 b214, B-9000 Gent, Belgium, having enterprise number BE.0464.687.408, register of legal entities Gent.

"Licensee" means the entity to which Licensor is – directly or indirectly - providing Software, Documentation, or Third Party Software.

"Software" means Licensor's proprietary computer software and software security devices provided by Licensor under this License.

"Third Party Software" means any proprietary computer software owned by a third party that Licensor may provide to Licensee hereunder.

**2. License Grant.**

2.1 Subject to the terms of this License, Licensor hereby grants to Licensee a limited, non-transferrable and nonexclusive license to use Software and Documentation, including upgraded, modified or enhanced versions provided by Licensor, and to use Third Party Software, all for Licensees internal business purposes only.

2.2 Licensee has no right to (i) lease, rent, transfer, distribute, sublicense, timeshare, or allow third parties to access Software, Documentation, or Third Party Software, nor assign any rights hereunder to a third party without Licensor's prior, written agreement; (ii) disassemble, decompile, reverse engineer, or otherwise attempt to reconstruct or discover the source code of the Software or Third Party Software; (iii) pledge Software or Third Party Software as collateral or otherwise, or encumber such Software or Third Party Software with any lien or security interest; or (iv) remove any product identification, copyright, trademark, or other notice from Software, Documentation or Third Party Software. If Licensee believe that it is entitled to reverse engineer Software as a matter of local law (e.g., the Council Directive of May 14, 1991, of the Council of the European Communities, as amended), Licensee agrees that it shall first request technical information from Licensor. Licensee shall use any technical information delivered by Licensor only for purposes of ensuring "interoperability" and compatibility and shall treat such technical information as Proprietary Information (defined below). Any reverse engineering of Software shall void any warranties or indemnification obligations of Licensor and shall automatically release Licensor from any obligation to provide support services under this or any separate agreement.

2.3 Certain software Licensor provides to Licensee may contain Third Party Software, including but not limited to "open source" software. Use of Third Party Software and its source code may be governed by separate copyright notices and license provisions, which may be found or identified in Documentation or on the media delivered with Software and which are incorporated by reference into this License. Licensee shall not modify or combine Software and/or any Third Party Software in any manner that could cause, or could be interpreted or asserted to cause, Software or any modifications thereto to become subject to the terms of any license applicable to Third Party Software.

2.4 Unless otherwise agreed to by Licensor or specified in an Attachment attached hereto, Licensee shall only have the right to install and use a single copy of Software and Third Party Software on a single computer workstation for use by a single user.

2.5 Licensee may make one (1) copy of Software, Documentation, and Third Party Software for backup purposes only. Licensee must reproduce and include all proprietary rights and copyright notices on any backup copies. Except as authorized under this License, no copies of Software, Documentation, or Third Party Software may be made by Licensee or any third party; provided, however, Licensee may print on-line Software documentation for its own internal use, provided the maximum number of copies may not exceed the number of users licensed hereunder.

2.6 2.2 Notwithstanding the foregoing, Licensee shall have the right to transfer the License and Software and all rights and obligations attached to it to an Affiliate of Licensee. Licensee shall have the right to transfer any License to other hardware, site or location upon prior written notice to Comsof. Licensee may allow third party consultants or contractors to access and use the Software on Licensee's behalf for Licensee's internal business for as long as this usage is fully under control and on behalf of Licensee.

**3. Support Services; Upgrades.** This License does not obligate Licensor to provide maintenance and support on any Software or Third Party Software licensed hereunder. Support services are available under separate agreement. If Software is an upgrade of a previous version (provided such upgrade was obtained under a separate support services agreement with Licensor or a Licensor authorized distributor), Licensee may use the upgraded Software only in accordance with this License.

**4. Verification, Validation and Inspection.** 4.1 During the term of this License and for 3 years thereafter, Licensor may upon reasonable notice require that an independent audit of the use of Software and Third Party Software be conducted during Licensees normal business hours. Upon such notice, Licensee shall provide Licensor's independent auditor site access and the right to inspect relevant portions of Licensees computer system on which Software and Third Party Software resides. Licensee agrees to pay promptly: (a) all underpaid license fees and (b) if the underpayment is more than 5% of the license fees paid before audit, all audit costs and expenses.

4.2 The Software is licensed to the Licensee with a unique serial number, which is registered at Licensors license server. Validation verifies that the Software has been activated and is properly licensed. During a validation check, the Software will send information regarding the Software to Licensor. This information can include the version of the Software, the unique serial number and the number of processed areas/demand-points. By installing and using the Software, the Licensee consents to the transmission of this information to Licensor.

4.3 To measure the number of Demand-Points Planned processed by Software, the Licensee agrees that information about the Demand-Points Planned can be transmitted to Licensor in an encrypted way via the Internet.

To ensure compliance with this Agreement, the Licensee agrees that Licensor shall have the right to inspect the Licensee's use of the Software. If such inspections disclose that the Licensee has installed or permitted access to the Software in a manner that is not permitted under this Agreement, or that Licensee has tried to bypass the limitations for usage as specified in the order form, then: (a) the Licensee is liable to pay for any unpaid license fees as well as the reasonable costs of the inspection; and (b) Licensor's rights of termination in case of material breach of this Agreement (as set out in clause 5.2) shall apply. Any information obtained by Licensor during the course of such inspection will be used and disclosed by Licensor solely for purposes of such inspection and for enforcement of Licensor's rights under this Agreement and applicable law, unless other uses or disclosures are required under applicable law. Nothing in this Section shall be deemed to limit any legal or equitable remedies available to Licensor for violation of this Agreement or applicable law.

**5. Term and Termination.** 5.1 Software, Documentation, and Third Party Software shall be considered accepted by Licensee upon receipt.

5.2 This License is effective for a period of 1 year, each year automatically renewed unless prior written notice indicating the wish to terminate, given at least 30 calendar days before expiration of the License. Licensor may terminate this License immediately if Licensee fails to comply with any of the terms and conditions herein. Upon termination for any reason other than for convenience by Licensor or bankruptcy or insolvency by Licensor Licensee shall (a) cease using Software, Documentation, and Third Party Software and (b) certify to Licensor within one (1) month of the termination that Licensee has destroyed or returned to Licensor the Software, Documentation, and Third Party Software, and all copies thereof. Both Licensee and Licensor may terminate this License for convenience at any time if the other Party is given a written notice thereof at least 30 calendar days in advance.

**6. Ownership.** 6.1 All Software, Documentation, and Third Party Software are licensed and not sold. Licensee agrees that Licensor and its suppliers own all proprietary rights, including, but not limited to any patent, copyright, trade secret, trademark, and other proprietary rights, in and to Software, Documentation, and Third Party Software, including any Derivative Works thereof regardless of the source of development, including but not limited to cases where Licensee engages a third party to perform such development and any corrections, bug fixes, and updates to such Software, Documentation, Third Party Software, or Derivative Works.

6.2 Therefore, to the extent that any Derivative Works of Licensor's proprietary Software or of Third Party Software supplied by Licensor is developed, Licensee hereby (a) agrees that the intellectual property rights to such Derivative Works are automatically vested in Licensor (or its affiliates, in Licensor's sole discretion) or in the owner of Third Party Software, as applicable, and may be used by Licensor (or the or the owner of any Third Party Software Derivative Works) without limitation and without any obligation to Licensee on behalf of Licensor and/or such other relevant owner; (b) irrevocably transfers and assigns to Licensor all intellectual property rights, moral rights, title, and interest throughout the world in and to any such Derivative Works, including, but not limited to, all rights in and to any inventions and designs embodied in such Derivative Works or its associated technology; (c) agrees and forever waives any right to assert any claim contrary to (a) and (b) in this Article 6.2; and (d) agrees to take all steps necessary to fulfil the requirements as set forth in this Article 6.2 for any such Derivative Works whether developed by Licensee or by any third party under Licensee's direction. Even if by operation of law such rights are not automatically transferred and assigned as provided above, Licensee shall execute and deliver such instruments and take such other action as may be requested by Licensor to perfect and protect Licensor's (or Third Party Software owner's) rights in any Derivative Works and to carry out the assignments effected by Article 6.

6.3 Notwithstanding the foregoing, Licensor grants Licensee a “right to use” license to any Software or Third Party Software Derivative Works for internal business purposes only under the same terms and conditions that apply to Software, Documentation, or Third Party Software under Article 2 herein.

6.4 For the purposes of Article 6, the term "Licensor" shall mean Licensor, its affiliates, and their successors or assigns.

**7. Limited Warranties.** 7.1 Licensor warrants, for Licensees benefit alone, that under normal use the media in which Software is embedded shall be free from defects in material and workmanship, for a period of one hundred and eighty (180) days from the date of delivery of the initial Software (“Warranty Period”).

7.2 Licensor warrants, for Licensees benefit alone, that during the Warranty Period, Software will perform substantially in accordance with its Documentation. If, during the Warranty Period, an Error occurs (where “Error” is defined as a problem caused by an incorrect operation of the unmodified computer code in Software or an incorrect statement or diagram in Documentation that produces incorrect results), Licensor will use commercially reasonable efforts to correct such Error, provided Licensee furnishes Licensor with the following: (a) written notice of the warranty claim, including a description of the failure to perform in accordance with Documentation and a specific description of the operating conditions (including the specific software/hardware configuration) under which the failure occurred, and (b) to the extent feasible, a representative sample of inputs for repeating and analysing the failure. If Licensor is unable, after commercially reasonable efforts, to correct the Error, Licensees sole remedy shall be termination of this License and a refund of the license fees allocable to the specific nonconforming Software that have been paid by Licensee to Licensor hereunder.

7.3 Article 7 provides the exclusive remedies for all claims based on failure of or defect in Software and Documentation, whether the failure or defect arises before, during, or after the applicable Warranty Period and whether a claim, however described, is based on contract, warranty, indemnity, tort/extracontractual liability (including negligence), strict liability, or otherwise. The warranties provided in Article 7 are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied, or statutory. NO IMPLIED STATUTORY WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES. WITHOUT LIMITING THE FOREGOING, LICENSOR DOES NOT WARRANT THAT THE SOFTWARE OR DOCUMENTATION (OR LICENSEES USE THEREOF) WILL BE FREE FROM ALL ERRORS OR ITS USE WILL BE UNINTERRUPTED.

7.4 Any remedial steps taken by Licensor hereunder shall not extend the applicable Warranty Period.

7.5 Except as expressly authorized by Licensor in writing, all Third Party Software shall carry only the warranties provided by the owners thereof and Licensor gives no warranties for such Third Party Software.

**8. Proprietary Information; Equitable Relief; Public Announcement.** 8.1 All information concerning or embedded in Software (including but not limited to source code and training materials), Documentation, and Third Party Software is confidential and shall be considered Licensor’s (or its suppliers’) proprietary information (“Proprietary Information”) whether or not the information is marked as Proprietary Information. Proprietary Information includes commercially valuable, substantial trade secrets, the design and development of which reflect the effort of skilled development experts and investment of considerable amounts of time and money.

8.2 Licensee acknowledges: (a) any use of Software, Documentation, or Third Party Software in a manner inconsistent with this License or (b) any other misuse of Proprietary Information of Licensor (or its suppliers), will cause immediate irreparable harm to Licensor (or its suppliers) for which there is no adequate remedy at law. Licensee agrees that Licensor (or its suppliers) shall be entitled to immediate and permanent injunctive relief from a court of competent jurisdiction in the event of any such misuse or threatened misuse by Licensee. The parties agree and stipulate that Licensor shall be entitled to such injunctive relief without posting of a bond or other security; provided, however, that if the posting of a bond is a prerequisite to obtaining injunctive relief, then a bond in an amount equivalent to U.S. $1,000 shall be sufficient. Nothing contained herein shall limit Licensor’s right to any remedies at law, including the recovery of damages from Licensee for breach of this License.

8.3 As of date of signature of this License, Licensor shall be entitled to reference the Licensee as a Comsof customer in all its commercial/marketing documentation and client listings as well as on Licensor’s websites.

**9. Compliance With Laws.** Licensee understands and recognize that Software, Documentation, and Third Party Software made available to Licensee hereunder are subject to all Belgian, European and other applicable trade control laws and regulations. Licensee hereby agrees that Licensee will not tranship, re-export, divert, or direct Software, Documentation, or Third Party Software, other than in and to the ultimate country of destination specified on Licensees order or declared as the country of ultimate destination on Licensor’s invoice.

**10. Limitation of Liability.** 10.1 The total liability of Licensor, for all claims arising out of or relating to the performance or breach of this License or use of any Software, Documentation, and Third Party Software, shall not exceed the amount paid by the Licensee to the Licensor during the year preceding the event giving rise to the claim. Licensor’s liability shall terminate upon the expiration of the applicable Warranty Period, provided that Licensee may enforce a claim that accrued prior to that date by commencing an action or filing an arbitration, as applicable under Article 11, before the expiration of the applicable statute of limitations or repose, but not later than one year after the expiration of such warranty period.

10.2 Licensor shall not be liable for loss of profit or revenues, loss of product, loss of use of Software, Documentation, or Third Party Software or any associated equipment, interruption of business, cost of capital, cost of cover or replacement, downtime costs, increased operating costs claims of Licensees customers for such damages, or for any special, consequential, incidental, indirect, punitive or exemplary damages.

10.3 Licensor shall not be liable for any advice or assistance that is not required under this License.

10.4 For the purposes of Article 10, the term "Licensor" shall mean Licensor, its affiliates, subcontractors and suppliers of any tier, and their respective agents and employees, whether individually or collectively.
10.5 The limitations and exclusions in Article 10 shall apply regardless of whether a claim is based in contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise.
10.6 Licensee's and Licensor's rights, obligations and remedies arising out of or relating to Software, Documentation, and Third Party Software are limited to those rights, obligations and remedies described in this License. Article 10 shall prevail over any conflicting or inconsistent terms in the License, except to the extent that such terms further restrict Licensor's liability.

**11. Dispute Resolution, Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of Belgium. The Parties agree that the courts of Gent, Belgium are to have exclusive jurisdiction to settle any disputes which may arise in connection with this Agreement and for such purposes irrevocably submit to the jurisdiction of the Gent courts.

**12. Intellectual Property Indemnification.** 12.1 Licensor shall indemnify Licensee against any damages, costs and expenses arising out of any suit, claim, or proceeding (a "Claim") alleging that Software or Documentation infringes a patent in effect in the U.S., an EU member state or country of delivery (provided there is a corresponding patent issued by the U.S. or an EU member state), or U.S. copyright or copyright registered in the country of delivery; provided that: (a) Licensee promptly notifies Licensor in writing of any such Claim; (b) Licensee makes no admission of liability and gives Licensor sole authority, at Licensor's expense, to direct and control all defense, settlement, and compromise negotiations; and (c) Licensee provides Licensor with full disclosure and assistance that may be reasonably required to defend any such Claim.
12.2 Licensor shall have no obligation or liability with respect to any Claim based upon: (a) any Software or Documentation that has been altered, modified, or revised; (b) the combination, operation, or use of any Software or Documentation with other products or services when such combination is part of any allegedly infringing subject matter; (c) failure of Licensee to implement any update provided by Licensor that would have prevented the Claim; or (d) unauthorized use of Software or Documentation, including, without limitation, a breach of the provisions of this License.
12.3 Should any Software or Documentation, or any portion thereof, become the subject of a Claim, Licensor may at its option (a) procure for Licensee the right to continue using Software or Documentation, or portion thereof, (b) modify or replace it in whole or in part to make it non-infringing, or (c) failing (a) or (b), take back Software or Documentation and refund any fees received by Licensor attributable to the infringing Software or Documentation.
12.4 This states Licensor's entire liability for indemnification for intellectual property rights infringement for Software or Documentation. Licensee waives any moral rights.
12.5 Notwithstanding the foregoing, with respect to any Third Party Software, or portions thereof, only the indemnity of the manufacturer/developer, if any, shall apply.

**13. General Clauses.** 13.1 Software and Third Party Software licensed hereunder are not intended for use in connection with any nuclear facility or activity without the written consent of Licensor. Licensee warrants that it shall not use, or permit others to use Software or Third Party Software for such purposes, unless Licensor agrees to such use in writing. If, in breach of the foregoing, any such use occurs, Licensor disclaims all liability for any nuclear or other damages, injury or contamination and in addition to any other legal or equitable rights of Licensor, Licensee shall indemnify and hold Licensor harmless against any such liability. If Licensor agrees in writing to any such nuclear use, Licensor's special terms and conditions for nuclear applications and protections against nuclear liability shall be attached and incorporated fully herein by reference.
13.2 Licensor may assign or novate its rights and obligations under this License, in part or in whole, to any of its affiliates or may assign any of its account receivables under this License to any third party without Licensees consent. Licensee agrees to execute such documents as may be necessary to effect the assignment or novation. The delegation or assignment by Licensee of any or all of Licensees duties or rights under this License without Licensor's prior written consent shall be void.
13.3 If any provision of this License is found to be void or unenforceable the remainder of this License shall not be affected and the parties hereby agree that they will replace any such void or unenforceable provision with a new provision that achieves substantially the same practical or economic effect and which is valid and enforceable.
13.4 This License represents the entire agreement between the parties, and no modification, amendment or waiver shall be binding on either party unless agreed in writing by the parties' authorized representatives.
13.5 For direct and indirect U.S. government contracts and/or contracts funded in whole or in part by the American Recovery and Reinvestment Act (ARRA) only, all Software, Documentation and Third Party Software provided hereunder shall be considered "commercial items" as defined in FAR Part 2, 2.101 and in accordance with FAR 52.244-6. To the full extent permitted under FAR Part 12, the terms and conditions of FAR 52.212-4 are replaced by the Terms and Conditions set forth in this License. Therefore, no governmental contracting provisions, standards or requirements, including without limitation those relating to cost accounting and the Truth-in-Negotiations Act, shall apply except those expressly accepted in writing by Licensor. If the reasonableness of the price cannot be established, if cost or pricing data is required for any other reason, or if the Software, Documentation or Third Party Software cannot be considered "commercial items," or if the License is funded in whole or part by ARRA funds and Licensee does not so notify Licensor in writing prior to Licensor agreeing to the transaction, Licensor may withdraw the proposal or cancel this License without penalty or other liability and be reimbursed for work performed to date.

13.6 Upon request Licensee agrees to provide Licensor with a signed copy of this License, signed by an authorized representative and indicating the name of the authorized representative, the name and address of Licensee, the date of signature and the number of original copies.