

**SPEED MEASUREMENT SYSTEMS
AND SOFTWARE N.V.**
GENERAL SALES CONDITIONS

ARTICLE 1 By entering into licence, purchase and/or maintenance agreements, the co-contractor acknowledges the current conditions as an integral part of them. We explicitly reject any other general or special conditions that may appear on the documents of the co-contractor.

ARTICLE 2 Each agreement is entered into provided that there are good references, and we reserve the right to terminate the execution of the agreement at any time and to ask for sufficient warranties to ensure a correct execution of the agreement.

ARTICLE 3 All complaints regarding deliveries have to be sent to us by registered mail within three days after receiving the goods. The deliveries will be considered indisputable if they are completely accepted. Any response on a late complaint does not imply the act of reneging to the present article, and shall at all times be without prejudice to all our rights.

ARTICLE 4 All complaints regarding our invoices or other documents have to be sent by registered mail within three days after the date of receipt (invoice date +2). From that time on, our invoices and/or documents are considered as completely accepted. Any response on a late complaint does not imply an act of reneging on the present article, and shall at all times be without prejudice to all rights.

ARTICLE 5 The co-contractor explicitly acknowledges that our responsibility in case of a justified complaint, mutually acknowledged or acknowledged by the authorised court, is limited to the replacement of the delivered goods. As a result, the co-contractor hereby explicitly reneges on any additional compensation.

ARTICLE 6
1° Invoices are payable in cash in Geel. All cash- and protest costs are always on the account of the co-contractor, and the acceptance of bills of exchange does not lead to a debt renewal.

2° In case of any overdue accounts, the buyer shall be in arrears and we shall be legally entitled to charge an arrears interest at the statutory rate of 12% a year without any reminder.

3° Without prejudice to the provisions in sub-article 6 2°, a fixed compensation at the rate of 10% of the outstanding balances (with a minimum of € 125) is owed in case of (partial) non-payment, without any prior notice of default.

4° The present sub-articles 6 2° and 3° apply completely for the attribution of the periods of respite.

ARTICLE 7

1° The delivered goods shall remain our property until they have been completely paid for, inclusive of all possible interests and contractual penalties included, as an explicitly agreed waiver from art. 1583 Civil Code.

2° In this case, the co-contractor explicitly acknowledges to accept that we will suspend the working of the licensed software, in case of complete or partial non-payment.

The co-contractor hereby acknowledges that he has been informed in detail about the period of validation that is initially included in the software. In the absence of a timely payment, the software will not function until the complete payment of all outstanding balances, interests and compensations that are owed to us.

ARTICLE 8 All orders will only become binding and definitive after the written confirmation by SPEED MEASUREMENT SYSTEMS AND SOFTWARE NV. Neither our agents, nor our representatives can bind us in the absence of the above-mentioned confirmation, neither are they authorised to receive payments.

ARTICLE 9 Confirmed orders have to be collected within the determined or supposed normal period. If not, we are entitled either to force the co-contractor to execute his part of the agreement, or to dissolve the agreement in full or in part, with a compensation at the rate of 35% of the agreed fee, on the account of the co-contractor.

ARTICLE 10 Our prices are always calculated for goods ex-works, and will be mentioned in that way. All extra charges for transport, clearance, taxes etc. have to be paid cash on delivery by the co-contractor.

ARTICLE 11

1° Our price quotations and the indicated delivery periods are non-

binding and subject to change. They are only mentioned by way of example. Therefore, the delivery periods that we indicate are only approximate. We can only be held liable for any delayed delivery, if the possibility of that was separately, explicitly and personally agreed with us. However, even then, we are not held to these periods:

a) in case of any failure from the co-contractor, e.g. payment, sales,... b) in case of force majeure, e.g. machine failure, lack of raw materials or in case of non-delivery by our suppliers, etc.

ART. 12 All deliveries under the terms of the present agreements have been executed as soon as the goods leave our premises – As from then, the co-contractor bears the risk. Any consignments and transports are therefore on the co-contractor's account and risk as soon as they leave our premises. Any complaints concerning transport must be reported with written proof of notification to the relevant transport service involved on the Bill of Lading or a similar document. If installations are carried out by people we have appointed on the co-contractor's premises, it does not change the foregoing.

ART. 13 Any of our guarantees and/or liabilities to the proper functioning of the delivered goods only apply if the basic installations and/or peripheral equipment provided with the co-contractor are in good working order – We refer specifically, yet by no means exclusively, to electric utilities (adequate earthing), cooling systems, etc. – , the co-contractor is sufficiently pointed to his sole and exclusive liability in the absence of an optimal working order of the installations and facilities mentioned above.

ART. 14 1° All agreements are considered to have been made in Geel. Any disputes regarding the existence and/or the (non)-execution of all agreements made with us fall under the exclusive jurisdiction of the courts in Turnhout, including the courts that apply summary proceedings.
2° These terms are exclusively subject to Belgian law.

LICENCE AGREEMENT IN THE FORM OF A LICENCE

The undersigned:

1. Speed Measurement Systems & Software N.V., with registered office in 2440 Geel, Stationsstraat 84B, represented here by Mr Philippe Van Elst, managing director, further referred to as "the supplier";

AND

2. The licensee;
- have agreed on the following:

ARTICLE 1: DEFINITIONS

- a. Computer system: the type of computer configuration for which the software is meant according to the documentation.
- b. Fault: an observed deviation between the functioning or functionality of the software and the functioning or functionality as agreed in the documentation.
- c. Licence: the right that the licensee is given under this agreement to use the software as described in article 2.
- d. Legitimate licensee: person who has a valid licence to use the software.
- e. Software: the computer program to which a licensing right is granted.
- f. Software law: law of 30 June 1994 concerning transfer to Belgian law of the European Directive of 14 May 1991 regarding the protection of rights of computer programs.
- g. Medium: the floppy disk(s) or CD-ROM which contains the software.
- h. Documentation: the description of the functionality and user options of the software that was provided by the supplier, included or not in the software or in separate books or other storage medium.
- i. Maintenance call: every call for support via telephone or email of 15 minutes maximum.

ARTICLE 2: LICENCE – LICENSING RIGHT

The object of the present licence agreement is described in the quotation.

The licensee has the non-exclusive and non-transferable right to install one copy of the software on the hard drive of one computer system on which the software will be used.

The licence period of the software begins after the agreed monthly licence fee has been fully paid by the licensee and after the supplier has received a licence agreement in the form of a licence signed by the licensee.

ARTICLE 3: SCOPE OF THE LICENSING RIGHT

The licensee can only use the software on the configuration that is supported according to the current documentation, or on the configuration on which the software has been installed by the supplier.

The licensing right also contains the standard adjustments and new versions of the software. These standard adjustments and new versions are considered to integrate with the original software. The conditions of the present agreement are applicable on these adjustments and new versions.

Network use is allowed if the licensee has one Licence for each workstation on which the software is installed or used. The software is in use if it is loaded into the RAM memory or the virtual memory.

However, the software that is based on one licence may never be used simultaneously on different computers.

The licensee must have the supplier's explicit permission for each form of reproduction or modification of the software or a copy of the software, except insofar stringent regulations of Belgian law deviate from it.

The licensee is not allowed to transfer the licensing rights neither completely nor partially. Neither is the licensee allowed to sublicense the licensed software neither completely nor partially without the written permission of the supplier or their authorised representative.

ARTICLE 4: ENTITLEMENT TO MAINTENANCE

The licensee is entitled to the following maintenance:

- a. Maintenance services are provided on a daily basis, 24 hours a day.
- b. An unlimited number of maintenance requests is provided.
- c. Maintenance includes a regular correction of bugs in the software, as well as the latest versions of the software for which a Licence was procured. It also includes the "log-in-service" and feedback on the

further development of the software.

- d. When the licensee has reported a problem, the supplier will start solving the problem within a reasonable time.
- e. When the licensee requests basis maintenance by telephone, the hardware on which the software is installed must be available and in the immediate proximity of the licensee.
- f. Maintenance does not include solving the problems concerning:
 - system configurations, hardware and networks;
 - design activities, like defining layouts, connections with unknown equipment etc.;
 - support on the user's premises.

If the licensee has wrongly requested maintenance, for example if the problem is not due to software failure, the supplier is allowed to charge the cost of the maintenance.

- g. Only a contracted employee in the company of the licensee can request maintenance. They must have followed the required basic instructions.

The supplier reserves the right to (partially) transfer their maintenance duties to a third party provided this third party is capable of providing equal services.

The supplier has the right to terminate the maintenance agreement at any given time in the following cases:

- non-payment of the monthly fee
- bankruptcy or insolvency of the licensee

ARTICLE 5: DURATION

This agreement concerns a two-year period, starting from the payment of the first monthly fee. When this period has expired, the agreement will automatically be renewed unless the licensee terminates the agreement no later than six months before expiration (with a signed letter by registered mail).

ARTICLE 6: PAYMENT

The monthly fee – the price which has been agreed in the quotation – can be paid in advance on the first of each month with a deposit or a transfer to the supplier's post

office account number or bank account number.

Should the licensee fail to pay in time, he must pay a penalty of 10% on an annual basis. The supplier does not have to provide a proof of default.

ARTICLE 7: USE

a. The licensee is obliged to use the software correctly and in compliance with Article 8 of this agreement. Barring the exceptions of article 7.b and 7.c, the licensee is not allowed to copy, reproduce, translate, modify, design, edit, reconstruct, decompile or disassemble or create derivative works of the software or any part of it, including the documentation, which has been recorded in any way, without the supplier's explicit prior written permission. This includes new applications that are based on the software.

b. The licensee is allowed to make a copy of the software for security purposes. This copy may only be used as a replacement of the original software, should it have been rendered useless.

c. The licensee is not allowed to reduce the software partially or completely to the source code ("reverse engineering"), except to the extent applicable laws specifically allow such restriction.

ARTICLE 8: INTELLECTUAL RIGHTS

a. The copyright and all other intellectual or industrial property rights as well as the idea, the methods of invention, the design, the outline, the layout, the know-how and similar rights to the protection of information relating to the software (including the standard adjustments and new versions), databases, documents or data exclusively belong to the supplier, without this list being exhaustive. Nothing in this agreement leads to the whole or partial transfer of such rights.

b. The licensee is neither allowed to remove any indication of the supplier's intellectual or industrial property right nor to make it unrecognisable.

c. The supplier is allowed to take and to maintain measures to protect the software or data.

ARTICLE 9: PROPRIETARY RIGHTS

All products and services the supplier delivered and transferred to the licensee remain the supplier's property. The licensee

only obtains a user right on the software.

ARTICLE 10: WARRANTY

The producer provides the software "as is". This does not affect any rights that the licensee may have under stringent regulations of imperative law.

The producer warrants against hidden defects, except when the damage has been caused, both by faulty software and by the victim's fault or the fault of a person for whom the victim is responsible.

The warranty does not cover:

- repairs of problems caused by incorrect, improper or unlawful use;
- repairs of problems caused by an accident, fire, natural disasters, power failures and generally any cause that does not relate to the software delivered;
- new versions of the software.

ARTICLE 11: LIABILITY

The supplier shall not be liable for damages (including loss of profits, business interruption, loss of data or any other damages resulting from your use or inability to use the software), except in case of intentional fault on their part.

Under no circumstances shall the producer's total liability for all damages exceed the amount the user paid for the software.

ARTICLE 12: GENERAL CONDITIONS

a. The supplier's general conditions shall apply to this agreement insofar the current contract does not deviate from it. The licensee declares having received the supplier's general conditions. The licensee's general purchasing conditions or other conditions are not applicable.

b. This contract can only be modified by means of a supplementary, written agreement signed by the licensee and the supplier.

c. The nullity of (a part of) a provision of the present agreement will never lead to the nullity of other (parts of this / these) provision(s) or of the entire contract.

ARTICLE 13: APPLICABLE LAW AND DISPUTES

All disputes this agreement may give rise to, shall be subject to the exclusive jurisdiction of the Turnhout district court.

This agreement shall be governed by Belgian law.

LICENCE AND MAINTENANCE AGREEMENT

The undersigned:

a. Speed Measurement Systems & Software N.V., with registered office in Stationsstraat 84 B, 2440 Geel, represented by Mr Philippe Van Elst, managing director, henceforth referred to as "the supplier";

AND

b. the user;
have agreed on the following:

ARTICLE 1: DEFINITIONS

j. Computer system: the type of computer configuration for which the software is meant according to the documentation.

k. Fault: an observed deviation between the functioning or functionality of the software and the functioning or functionality as agreed in the documentation.

l. Main user: person who uses the computer more than 80% of the time.

m. Licence: the right that the licensee is given under this agreement to use the software as described in article 2.

n. Legitimate licensee: person who has a valid licence to use the software.

o. Software: the computer program to which a licensing right is granted.

p. Software law: law of 30 June 1994 concerning transfer to Belgian law of the European Directive of 14 May 1991 regarding the protection of rights of computer programs.

q. Medium: the floppy disk(s) or CD-ROM which contains the software.

r. Documentation: the description of the functionality and user options of the software that was provided by the supplier, included or not in the software or in separate books or other storage medium.

s. Maintenance call: every call for support via telephone or email of 15 minutes maximum.

ARTICLE 2 LICENCE AND USER RIGHT

SMS-Timing grants the non-exclusive and non-transferable right to install one copy of the software on the hard disk of one computer system.

The user right is granted after the agreed licence fee is completely paid by the user and after the

supplier has received a licence and maintenance agreement signed by the user.

The software is in use if it is loaded into the RAM or into the virtual memory.

ARTICLE 3: OBLIGATION OF BASIC MAINTENANCE

The user is obliged to have the software maintained by the supplier. This basic maintenance offers the user the following rights:

Basic maintenance is done Monday to Friday, from 9 a.m. till 5 p.m.

Basic maintenance provides maximum 25 maintenance calls.

In basic maintenance a regular correction of bugs in the software is provided.

When the user has reported a problem, the supplier will start solving the problem within a reasonable time.

When the user requests basic maintenance by telephone, the hardware on which the software is installed must be available and in the immediate proximity of the user.

Basic maintenance does not include solving the problems concerning:

- system configurations, hardware and networks;
- design activities, like defining layouts, connections with unknown equipment etc.;
- support on the user's premises.

If the user has wrongly requested basic maintenance, for example if the problem was not due to software failure, the supplier is allowed to charge the cost of the basic maintenance.

Only a contracted employee in the company of the user can request basic maintenance. They must have followed the required basic instruction.

The obligation of basic maintenance concerns the entire licence. If the user decides to add supplementary software to the licence, this software will be added tacitly to the maintenance agreement.

The supplier reserves the right to (partially) transfer his maintenance duties to a third party, provided that this third party is capable to provide equal services.

The maintenance agreement is valid when the user has paid the maintenance fee agreed upon and when the supplier has received a licence and maintenance agreement signed by the user.

The user is held to this maintenance agreement as long as he uses the software.

The supplier has the right to terminate the maintenance agreement at any given time in the following cases:

- non-payment of the monthly fee;
- bankruptcy or insolvency of the user.

ARTICLE 3 bis: THE "FULL SUPPORT" AND "FULL MAJOR UPGRADE" OPTIONS

The supplier offers the user the possibility to extend the basic maintenance as follows:

The "Full Support" option:

"Full Support" is provided on a daily basis, 24 hours a day.

"Full Support" provides 40 maintenance calls at most.

"Full Support" includes a regular correction of bugs in the software.

"Full Support" includes a login service.

The "Full Major Upgrade" option:

"Full Major Upgrade" is granted on a daily basis, 24 hours a day.

"Full Major Upgrade" provides an unlimited number of maintenance calls.

"Full Major Upgrade" includes a regular correction of bugs in the software, as well as a correction of the latest versions of the software, on which user right was obtained.

"Full Major Upgrade" includes a login service.

"Full Major Upgrade" includes feedback on the further development of the software.

Otherwise all conditions of article three are applicable to the extent that article 3 bis does not deviate from it.

ARTICLE 4: THE SCOPE OF THE USER RIGHT

The user is only allowed to use the software on the configuration which is supported by valid documentation or on the configuration on which the supplier has installed the software.

Network use is allowed if the user has one licence for each workstation on which the software is installed or used. The software is in use if it is loaded into the RAM memory or the virtual memory.

However, the software that is based on one licence may never be used simultaneously on different computers.

The user must have the supplier's explicit permission for each form of reproduction or modification of the software or a copy of the software, except insofar stringent regulations of Belgian law deviate from it.

ARTICLE 5: DURATION

The licence is granted for an indefinite period. The producer has the right to terminate the licence in case of non-compliance with the agreed conditions. In that case the user is obliged to destroy the original version and all versions of the software and related documentation. The user can terminate the licence at all times, by returning the software, all versions of the software and the documentation to the producer, without the former compensating for this.

ARTICLE 6: FEES

The user pays the licence fee as agreed in the quotation submitted to the supplier. The user pays the fees for the basic maintenance, for the "Full Support" option and for the "Full Major Upgrade" option as stated in the quotation.

The user acknowledges the supplier's right to implement price changes unilaterally. These price changes can for instance be implemented in case of an increase in costs (changes in currency rates, salary increases, measures taken by the national or foreign government,...).

ARTICLE 7: USE

a. The user is obliged to use the software correctly and in compliance with article 8 of this agreement. Barring the exceptions of article 7.b and 7.c, the user is not allowed to copy, reproduce, translate, modify, design, edit, reconstruct, decompile or disassemble or create derivative works of the software or any part of it, including the documentation, which has been recorded in any way without the supplier's explicit prior written permission. This includes new applications that are based on the software.

b. The user is allowed to make a copy of the software for security purposes. This copy may only be used as a replacement of the original software, should it have been rendered useless.

c. The user is not allowed to reduce the software partially or completely to the source code ("reverse engineering"), except to the extent applicable laws

specifically allows such restriction.

ARTICLE 8: INTELLECTUAL RIGHTS

d. The copyright and all other intellectual or industrial property rights as well as the idea, the methods of invention, the design, the outline, the layout, the know-how and similar rights to the protection of information relating to the software (including the standard adjustments and new versions), databases, documents or data exclusively belong to the supplier, without this list being exhaustive. Nothing in this agreement leads to the whole or partial transfer of such rights.

e. The user is neither allowed to remove any indication of the supplier's intellectual or industrial property right nor to make it unrecognisable.

f. The supplier is allowed to take and to maintain measures to protect the software or data.

ARTICLE 9: PROPRIETARY RIGHTS

All products and services the supplier delivered and transferred to the user remain the supplier's property. The user only obtains a user right on the software after payment of all fees due, consistent with the licence and maintenance agreement.

ARTICLE 10: WARRANTY

The producer provides the software "as is". This does not affect any rights that the user may have under stringent regulations of imperative law.

The producer warrants against hidden defects, except when the damage has been caused, both by faulty software and by the victim's fault or the fault of a person for whom the victim is responsible.

The warranty does not cover:

- repairs of problems caused by incorrect, improper or unlawful use;
- repairs of problems caused by an accident, fire, natural disasters, power failures and generally any cause that is not related to the software delivered;
- new versions of the software.

ARTICLE 11: LIABILITY

The supplier shall not be liable for damages (including loss of profits, business interruption, loss of data or any other damages resulting from your use or inability to use the software), except in case of intentional fault on their part.

Under no circumstances shall the producer's total liability for all damages exceed the amount the user paid for the software.

ARTICLE 12: GENERAL CONDITIONS

d. The supplier's general conditions shall apply to this agreement insofar the current contract does not deviate from it. The user declares having received the supplier's general conditions. The user's general purchase conditions of or other conditions are not applicable.

e. This contract can only be modified by means of a supplementary, written agreement signed by the user and the supplier.

f. The nullity of (a part of) a provision of the present agreement will never lead to the nullity of other (parts of this / these) provision(s) or of the entire contract.

ARTICLE 13: APPLICABLE LAW AND DISPUTES

All disputes this agreement may give rise to, shall be subject to the exclusive jurisdiction of the Turnhout district court.

This agreement shall be governed by Belgian law.