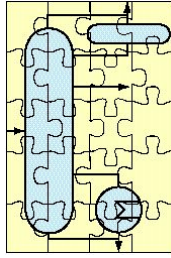


CO-LaN: CAPE-OPEN Laboratories Network

*Delivering the power of open standard interfaces and component software in Computer-Aided Process Engineering
Association loi de 1901 créée le 8 Février 2001*



AGREEMENT N°

BETWEEN :

The CAPE-OPEN Laboratories Network
1 & 4, avenue de Bois Préau
92852 - RUEIL MALMAISON CEDEX (France)
hereunder referred to as "CO-LaN"
and represented by its President
Mr. Bertrand BRAUNSCHWEIG,

on one hand,

AND:

CONTRACTOR

.....
.....
hereinafter referred to as " CONTRACTOR ”
and represented by

on the other hand,

IT HAS BEEN AGREED AS FOLLOWS :

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ARTICLE 1 - SUBJECT.

This Agreement aims to define the conditions under which, upon request by CO-LaN, CONTRACTOR will undertake, hereinafter referred to as "Project". The scope of the Project is further detailed in the attached Appendix.

ARTICLE 2 – ORGANIZATION

2.1 Periodic meetings shall take place between the representatives of both Parties. During these meetings the progress of the Project shall be examined, and the programme of work can then be refined or re-oriented by mutual agreement.

2.2 CONTRACTOR will prepare and send to CO-LAN..... progress reports , and the source and executable code of, and, hereinafter referred to as “Deliverable”, as well as a final report describing the work done and the results obtained, at the latest on

2.3 CONTRACTOR shall not subcontract to any third party any part of the Project entrusted to it by CO-LaN without CO-LaN's prior written approval.

ARTICLE 3 - FINANCIAL CONDITIONS

3.1 CO-LAN shall pay CONTRACTOR for the total cost of the Project, including the completion of the report, amounting to Euros (EUROS). The schedule of payments will be as follows:

- %, i.e. EUROS within 30 days from the signature of this Agreement,
- %, i.e. EUROS within 30 days from the date of receipt of the Deliverable [KA11]by CO-LAN.

3.2 All payments shall be made in cash, within forty-five (45) days in Euros, as per CONTRACTOR's invoices, by deposit at the bank account that shall be indicated on said invoices.

3.3 Should extra-services reveal themselves necessary beside those described in Article 2 above, the parties shall meet and decide by an Addendum to this Agreement under which financial conditions the said services will be performed by CONTRACTOR.

ARTICLE 4 – PROPERTY & USE OF THE RESULTS

4.1 All data and information obtained and contained in the reports mentioned in Article 2 above shall be the property of CO-LAN, who will be free to use them, including making them publicly available on the internet, without payment of any kind to CONTRACTOR.

4.2 CO-LaN shall remain sole owner of the Deliverable[KA12].



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ARTICLE 5 - CONFIDENTIALITY - PUBLICATIONS

- 5.1 Each Party shall safeguard the other Party's information as it does for its own confidential information, and shall not disclose such information nor provide access to it to any third party nor use it except in accordance with this Agreement.
- 5.2 CONTRACTOR undertakes to treat all information related to or any result arising from the PROJECT as strictly confidential. Consequently, failing prior written approval of CO-LAN, CONTRACTOR shall refrain from disclosing in any form whatsoever, such information and/or result to any person whomsoever other than CO-LAN. Consequently, no publication, circulation of reports, documents, drawings, mock-ups, related to the Project, can be made by CONTRACTOR without the prior written approval of CO-LAN.

This confidentiality obligation however, will not apply to information which CONTRACTOR can show by reasonable proof:

- a) was available to the public prior to the receipt of the information under this Agreement,
- b) becomes available to the public in a printed publication following the receipt of the information through no fault of CONTRACTOR,
- c) was in possession of CONTRACTOR or in the possession of any of its Affiliates prior to the receipt of the information under this Agreement, and was not acquired by CONTRACTOR or such Affiliates from a third party under an obligation of confidence.

ARTICLE 6 - GENERAL CONDITIONS

- 6.1 CONTRACTOR undertakes to perform the Project in a professional manner, according to generally accepted practice in the industry. Should any mistake appear in the Project, CONTRACTOR shall, without additional expenses to CO-LAN, remake the part so faulty.
- 6.2 It is understood and agreed between the parties that there shall be no warranty, express or implied, as to the accuracy or utility or merchantability or fitness for a particular use, of the results made available hereunder. In no event shall CONTRACTOR be liable for consequential or any other damages even if CONTRACTOR has been advised of the possibility of such damages.
- 6.3 Nothing in this Agreement can be construed as transferring to the other Party any proprietorship of any kind on any information belonging to each Party. In particular, CONTRACTOR is and shall remain the sole owner of its technologies obtained or acquired prior to or outside the scope of this Agreement, including but not limited to know-how, equipment, models, etc., used by CONTRACTOR for the performance of the Project.
- 6.4 Each Party waives all rights of recourse against the other Party and shall indemnify and hold it harmless from and against any loss or liability (including legal expenses) arising out of any claim or cause of action for :
- injury to or death of its employees,
 - loss of or damage to its property or any equipment rented by such Party,
 - all consequential losses suffered by such Party,

arising in or as a result of the performance of the Project and regardless of the cause or reason for the said loss, damage, injury, death or liability and regardless of whether the same may arise from or as a result of the negligence in any form of the other Party' employees, and shall undertake to obtain a like waiver by its insurers.

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Each Party shall solely bear all consequences of damages it may cause to third parties in relation to the performance of this Agreement.

Each party shall obtain all necessary insurances to cover its liability under this Article.

- 6.5** Prior to any judicial action, the Parties shall try to solve amicably any dispute that might arise between them from interpretation or execution of this Agreement. In case of a dispute which cannot be settled through negotiation, the place of jurisdiction of this Agreement shall be Paris and French Law shall be applicable to it.

ARTICLE 7 - DURATION

This Agreement is concluded for the duration of the Project, starting from The Project duration is estimated at Should this Agreement be terminated for whatever reason, the provisions of Articles 4 to 6 shall remain applicable.

WITNESS OUR SIGNATURES IN DUPLICATE.

CONTRACTOR

CAPE-OPEN Laboratories Network

....., the

Bertrand BRAUNSCHWEIG
Rueil Malmaison, the

Page: 2

[KA11] Deliverables? Are all projects going to deliver software?

Page: 2

[KA12] Deliverables, not software?