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This AGREEMENT is between IDAERO SOLUTIONS SL, or its authorized resellers ("IDAERO"), and you (the "Licensee").

Idaero and Licensee, intending to be legally bound, hereby agree as follows:

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In addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings defined below for purposes of this Agreement:

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Execute. To load Software into a computer's RAM or other primary memory for execution by the computer.

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License (Local) A file that grants local access to resources and use of the Idaero software on a specific computer.

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Support.

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Licensee acknowledges that Licensee is solely responsible for the (i) adequacy and accuracy of the input of data for use with the Products and (ii) output data generated from such use of the Products, and agrees to defend, indemnify, and hold harmless Idaero and its Suppliers from any and all claims, including reasonable attorney's fees, resulting from, or in connection with Licensee's use of the Products, except for any Claim under Section 7. No action, regardless of form, arising out of the transactions under this Agreement may be brought by either party against the other more than one (1) year after the cause of action has accrued, except for actions related to unpaid fees.

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This section applies to all acquisitions of Products by or for the United States federal government. By accepting delivery of the Products, the Licensee hereby agrees that the Products qualify as "commercial computer software" as that term is defined in Federal Acquisition Regulation (FAR) 2.101 and Department of Defense FAR Supplement (DFARS) clause 252.227-7014(a)(1), as applicable, and the Government shall have only the rights in the Products specified in this Agreement in accordance with FAR 12.212 and DFARS 227.7202-3(a), as applicable. This Agreement supersedes any contrary terms or conditions, including, without limitation, any noncommercial computer software FAR, DFARS, or other FAR agency supplemental clauses contained in any purchase order, statement of work, contract, or other document. If any provision of this Agreement is unacceptable to the government, Idaero may be contacted at IDAERO SOLUTIONS SL, CAIT, Avenida Campus Montegancedo sn, 28223, Pozuelo de Alarcon, Madrid, Spain. If any provision of this Agreement violates applicable federal law or does not meet the government's actual, minimum needs, the Licensee agrees to return the Products for a full refund.

10. LAW AND VENUE.

This Agreement shall be governed by and construed under the laws of the Region of Madrid, Spain. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. In case of any dispute arising out of or in connection with this agreement, the parties agree to submit to the exclusive jurisdiction of the courts of Madrid, Spain. Each party agrees that money damages may not be an adequate remedy for breach of the provisions of this Agreement, and in the event of such breach, the aggrieved party shall be entitled to seek specific performance and/or injunctive relief (without posting a bond or other security) in order to enforce or prevent any violation of this Agreement.

11. PAYMENT.

Licensee shall pay in full the fee for licensed Software and Support within thirty (30) days of receipt of the invoice. Past due fees shall bear interest at the rate of one and a half percent (1.5%) per month.

Fees do not include taxes or duties and Licensee is responsible for paying (or for reimbursing Idaero if Idaero is required to pay) any federal, state or local taxes, or duties imposed on this License or the possession or use by Licensee of the Software excluding, however, all taxes on or measured by Idaero's net income. Idaero shall be entitled to its reasonable costs of collection (including attorneys fees and interest) if license fees are not paid to it on a timely basis.

Payment Address: Payable in EURO currency to:

Idaero Solutions SL, CAIT, Avenida Campus Montegancedo sn, 28223, Pozuelo de Alarcon, Madrid, Spain

12. TERM.

This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated as provided herein. Annual Licenses and Support may be renewed upon acceptance of a new order (each, a "Renewal Term") by Licensee. All charges and fees for each Renewal Term shall be set forth in an order for each Renewal Term. All Software licenses procured by Licensee may be made coterminous at the written request of Licensee and the consent of Idaero.

13. TERMINATION.

Either party may terminate this Agreement upon thirty (30) days prior written notice upon the occurrence of a default or material breach by the other party of its obligations under this Agreement. Idaero may terminate this Agreement immediately) if such default or breach continues for more than thirty (30) days after receipt of such notice.   Upon termination of this Agreement, Licensee must cease using the Software and, at Idaero's option, return all copies to Idaero, or certify it has destroyed all such copies of the Software and Documentation.

14. GENERAL PROVISIONS.

Export Controls. Licensee acknowledges that the Products may be subject to the export control laws and regulations of Spain, EU and other countries. Licensee agrees that Licensee will not directly or indirectly export the Products into any country or use the Products in any manner except in compliance with all applicable Spain, EU and other countries export laws and regulations.

Notice. All notices given by one party to the other under the Agreement shall be sent by certified mail, return receipt requested, or by overnight courier, to the respective addresses set forth in this Agreement or to such other address either party has specified in writing to the other. All notices shall be deemed given upon actual receipt.

Assignment. Neither party shall assign this Agreement without the prior written consent of other party, which shall not be unreasonably withheld. All terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Waiver. The failure of a party to enforce at any time any of the provisions of this Agreement shall not be construed to be a waiver of the right of the party thereafter to enforce any such provisions.

Severability. If any provision of this Agreement is found void and unenforceable, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law, and all remaining provisions shall continue to be valid and enforceable.

Headings. The section headings contained in this Agreement are for convenience only and shall not be of any effect in constructing the meanings of the Sections.

Modification. No change or modification of this Agreement will be valid unless it is in writing and is signed by a duly authorized representative of each party.

Conflict. In the event of any conflict between the terms of this Agreement and any terms and conditions on a Licensee Purchase Order, the terms of this Agreement shall prevail. Moreover, each party agrees any additional terms on any Purchase Order or comparable document other than the transaction items of (a) item(s) ordered; (b) pricing; (c) quantity; (d) delivery instructions and (e) invoicing directions, are not binding on the parties. In the event of a conflict between the terms of this Agreement, and any currently valid Additional Terms, such Additional Terms shall take precedence.

Entire Agreement. This Agreement, and any currently valid Additional Terms attached hereto constitute the entire understanding between the parties related to the subject matter hereto, and supersedes all proposals or prior agreements, whether written or oral, and all other communications between the parties with respect to such subject matter. This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same instrument.

Execution. Either party may request this Agreement to be executed in counterpart. This Agreement may be executed, scanned and transmitted electronically and electronic or digital signatures affixed thereto shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.