



STANDARD END-USER LICENCE AGREEMENT BUSY (VERSION 4.3 - EXECUTABLE)

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.2. The Software is provided "as is" without warranty of any kind, either express or implied, including, but not limited to, third parties' property rights, viability, accuracy, absence of errors or defects, merchantability and fitness for a particular purpose. The entire risk as to the Use, quality and performance of the Software is with the User. Should the Software prove defective, the Licensor shall not be required to assume the cost of any necessary repair. The Licensor will not be liable for any incidental, consequential, direct or indirect damages including but not limited to the loss of data, lost profits, or any other financial loss arising from the Use, or inability to Use, of the Software.

.3. The User shall defend at its own expense any claim, suit or proceeding brought against it, insofar as such arises from its Use of the Software, and shall indemnify and hold the Licensor harmless for all claims, damages, costs and expenses awarded in any such claim, suit or proceeding. The User shall be liable for any violations of this licence by its end-users.

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.2. In the event any dispute, controversy or claim arising out of or in relation to this licence cannot be settled amicably between the Licensor and the User, it shall be subject to the exclusive jurisdiction of the General Court of the European Union in Luxembourg if the User is a European Union Member State entity or if the dispute involves the liability of the European Union, OR - for all other disputes - the jurisdiction of the competent courts of Brussels, Belgium.

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