END USER LICENSE AGREEMENT

General

This End User License Agreement (the "Contract") constitutes a contract between "You" (the "End User") and MECALUX S.A., Spanish company with corporate domicile at Silici 1, 08940 Cornellà (Barcelona), with NIF A-08244998, recorded at the Commercial Registry of Barcelona (*Registro Mercantil de Barcelona*) with the following data *Tomo 1797, Libro 1214 Folio 23 Hoja 16702* (hereinafter MECALUX) concerning the use of the computer program or the computer programs that are included under the name "MECALUX EASY®", including "EasyWMS®" and "EasyMonitor®", hereinafter, indistinctly, the Computer Program or the Computer Programs whose license You have been granted.

Each of the Computer Programs include both the computer program itself, and copies thereof and the materials related to the aforementioned: printed materials and on-line or electronic documentation.

Notwithstanding the preceding paragraphs, the End User and MECALUX recognize that the conditions of this Contract will be applicable to other computer programs owned by Mecalux S.A., if and when applicable, that were purchased by the End User, either directly from Mecalux S.A., from other company belonging to the Mecalux Group or from third parties, in the cases where, the End User had not previously accepted, the End User License Agreement of the other computer programs owned by Mecalux S.A.

When downloading, installing, copying, accessing or using the Computer Program, You accept and are bound by the terms of this Contract. If You accept these terms on behalf of another person or a company or other legal entity, You declare and warrant that You have full authority to bind that person, company or legal entity. The Computer Program may not in any event be used other than subject to the restrictions and under the terms and conditions contained in this Contract.

The provisions contained in this Contract may not be complemented or modified by contrary clauses which appear in other documents (including the requests for orders of customers or their general contractual conditions) nor may they be agreed by any company, not even of the MECALUX Group, other than by a written document signed by an authorized representative of MECALUX, S.A. itself.

MECALUX and the End User recognize that the license of the Computer Programs may form part of a broader contract entered into by them or by the End User with some company of the MECALUX Group or even with third parties. In any event this license is independent from such relation and from any other contractual relations which may exist between the parties or with other companies of the MECALUX Group or third parties, including, in particular, the relation arising from the possible contracting by the End User from MECALUX of

services of maintenance of the Computer Program, and shall not be affected by the vicissitudes which may affect them.

This Contract does not include the maintenance of the Computer Programs which, where relevant, must be the subject of an independent contract by the End User by entering into a maintenance contract.

I.- Ownership: legal protection of the computer program.

The Computer Programs (except the Software of Third Parties referred to in Clause V) are the property of MECALUX and are protected by the laws and international treaties on copyright and intellectual property. Since the Computer Programs are assigned to the End User only under a license to use them, except the above-mentioned right to use the Computer Programs in the terms provided herein, this Contract does not confer on You any title or right of exploitation or of ownership over it.

II.- Scope and Conditions of the license.

This Contract confers on the End User a personal and non-transferable license, of a non-exclusive nature, to use the Computer Program subject to the restrictions contained in this Clause II and, in general, subject to the terms and conditions provided in this Contract.

The Computer Program may only be installed in the location of the End User agreed in advance. If the End User downloads the Computer Program from the Internet, unless agreed otherwise, the authorized location shall be deemed to be that of the computer at which the downloading is performed. If the End User wishes to change the location of the Computer Program he must so inform MECALUX in advance, so that the latter is informed at all times of the locations where such Computer Program is installed, on the understanding that if the change of location involves the export of the Computer Program outside Spain or, where relevant, outside the country where it was installed, the End User may not carry out such exportation without the prior written authorization of MECALUX.

Without prejudice of the above paragraph, the End User acknowledges that the Computer Program is subject to the export control laws applicable in the European Union as well as in United States of America and it agrees to comply with such laws as well as with any other laws which may apply to the export, import or download of the Computer Program so as to ensure that the Computer Program is neither exported nor downloaded in violation of any said laws.

The Computer Program may only be used by "Authorized Users", Authorized Users for this purpose meaning the natural persons who render services to the End User in the framework of its organization, such as employees, associates, partners or persons with a similar relation. The use of the Computer Program, even for rendering services to the End User, by a person other than an Authorized User (for example, by an outsourcer or other contractor of the End User) shall be subject to the prior express consent of MECALUX, who may refuse

it at its free discretion; in any event the End User shall be liable to MECALUX for the observance by such third parties (outsourcers, contractors or other persons) of each and all of the provisions of this Contract.

The Computer Program may only be used by the End User up to the maximum number of terminals authorized in each case, terminal meaning each of those which operate against the server where the Computer Program is installed (Customers' PC, radiofrequency terminals, EDI terminals, etc.). Each authorized terminal shall give rise to an additional payment according to the rates of MECALUX in force at any given time. The End User may at any time increase the authorized number of terminals, provided that it requests the enlargement of the license in advance from MECALUX, and pays to the latter the appropriate amount in accordance with the rates of MECALUX in force at that time due to such license enlargement.

The End User may not, directly or through third parties, without the prior express consent in writing of MECALUX, reproduce, transform, improve, develop updates or carry out any adaptations of the Computer Program, including the correction of errors, nor make successive versions of the Computer Program. However, the End User may only make one (1) backup copy of the Computer Program, to which all the provisions of this Contract shall apply.

Nor may the End User decompile, disassemble, carry out reverse engineering, reverse the management or in any way manipulate the Computer Program in order to obtain the source code or for any other purpose, except in the cases permitted by law to achieve the interoperability of the program and with the scope and subject to the requirements and conditions established by law in order to do so.

The Computer Program must be used by the End User only in its own internal business operations. It is forbidden to use the Computer Program for the provision by the End User for any third parties of services of rental, shared use, subscription, hosting or outsourcing. Nor may the End User make the Computer Program available in any form to any third party for its use in the business operations of such third party.

However, the Computer Program allows customers and suppliers of the End User to interact with the End User in carrying out the latter's internal business operations, and may be used for this purpose.

The End User undertakes to refrain from assigning, renting, lending, sublicensing, giving or transferring on any basis the Computer Program or any right over it to any third party (and if the End User guarantees the fulfillment of an obligation through the right of use of the Computer Program, the party receiving the guarantee shall not in any event be entitled to use or transfer the Computer Program).

The End User may not eliminate or modify any trademarks or distinctive signs which appear in the Computer Program nor any warning of the rights of ownership of MECALUX or its licensors.

The Computer Program is granted under license as a single product. The parts which form it may not be separated in order to be installed in more than one computer.

The End User must allow MECALUX auditing the use by the Authorized Users of the Computer Program. The End User must provide MECALUX with reasonable assistance and supply to it the information which is necessary in order to carry out the audit. In any event, MECALUX will not be liable for the costs which may be incurred by the End User in coopeating in the audit.

If the parties expressly so agree, the End User may use the Computer Programs on a trial basis for a period which shall not exceed the term that MECALUX sets out. Such use shall in any event be subject to the conditions of use of the license contained in this document. When the agreed trial period has elapsed, if the Customer does not wish to contract the license of the Computer Program, he must immediately cease to use the Computer Program, return to MECALUX the Computer Program, together with all copies thereof and documentation and completely delete the Computer Program from any hardware or medium in which it is installed.

III.- Term.

The term of this Contract, and of the license which it grants, shall commence upon its acceptance by the End User, either express or in any of the forms provided in the General clause, and shall remain in force for an indefinite period unless it is terminated in advance either on any of the grounds provided in Clause XI or those provided in any of the other provisions of this Contract.

IV.- Price.

Unless otherwise set out by MECALUX, the total amount to be paid for the license of the Computer Program and the terms and conditions of payment shall be those which may be agreed in each case by the parties. To the agreed prices must be added the Value Added Tax and other indirect taxes or taxes on sales which may be applicable in each case, which must be paid by the End User. The prices shall be deemed to be net, i.e. if withholdings must be made or taxes, official charges, levies or similar payments must be paid outside Spain, such payments shall be borne by the End User.

If the event of failure by the User to pay any amount owed to MECALUX on the date on which it is owed, the End User shall be in default and shall pay the default interest established, without any notice of maturity or any notification by the creditor being necessary. Unless provided otherwise, the default interest shall be that resulting from the application of Law 3/2004, of December 21, on late payment in commercial transactions.

MECALUX

V.- Software of Third Parties.

In addition, and together with the Computer Programs, under this End User License Agreement, the End User may receive a license to use programs of third parties, which are inserted within the Computer Programs aforementioned (in particular, some ORACLE programs). Hereinafter, such programs will be referred to as "Software of Third Parties"◊.

Hereinafter, in this Contract both the programs of MECALUX and the Software of Third Parties, as well as the copies thereof and the materials related to them which are supplied to the End User: printed materials and on-line or electronic documentation.

All the provisions of this Contract are applicable to the Software of Third Parties, under the same terms and conditions provided for the Computer Program, the terms specifically provided in this Clause are also being applicable.

The breach by the End User of any of the provisions of this Contract, whether in relation to Software of Third Parties or the rest of the Computer Program, shall be deemed to constitute a breach of the Contract as a whole and may give rise to the termination thereof by MECALUX under the terms provided in Clause XI. Likewise, the termination of the Contract for any reason shall involve the termination of the license both in relation to the Computer Program and the Software of Third Parties.

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The End User must comply with the conditions of software of third parties: "Oracle Database Express Edition 10*g* Release 2 (10.2) and the softwares included in the aforesaid, according to what is set out in http://www.oracle.es

In addition to the provisions of the rest of the clauses of this Contract, the following conditions shall apply to the license of the Software of Third Parties:

(1) The Software of Third Parties supplied by MECALUX is subject to a restricted license to use it and may only be used together with the rest of the Computer Program. The End User is not permitted to install, modify or configure the Software of Third Parties separately and independently from the Computer Program, nor to access the Software of Third Parties directly, but rather only through the Computer Program;

(2) The rights of ownership over the Software of Third Parties belong to such third parties, licensors of MECALUX. The End User does not in any event acquire the ownership of the Software of Third Parties nor any title or right of exploitation over it;

(3) The End User is forbidden to erase or modify any trademarks which appear in the Software of Third Parties or any warning of the rights of ownership which appear in it;

(4) The End User exempts the third-party owners of the Software of Third Parties supplied with the Computer Program, with the scope permitted by the applicable law, from liability for (a) any direct or indirect, incidental, special, punitive or consequential damages and (b) any loss of profits, earnings, data or use of data which arise from the use of the Software of Third Parties;

(5) The End User is forbidden to publish the results of any benchmark test carried out on or which affects the Software of Third Parties;

(6) The End User may not demand from third parties holding rights over the Software of Third Parties the fulfillment of any obligations nor incur any liability not envisaged in this Contract;

(7) The End User recognizes that some Software of Third Parties may include source codes which may be supplied to the End User in the standard dispatch of such software. These source codes shall be governed by the terms provided for the Software of Third Parties in this Contract;

(8) When it is necessary or appropriate to use technology of Third Parties together with some Software of Third Parties, it shall either be specified in the documentation of the Computer Program, or shall be notified in any other way by MECALUX to the End User. Such technology of Third Parties is licensed to the End User only for its use with the Computer Program under the conditions of the license agreement of the third party specified in the documentation of the Computer Program or, where relevant, under the conditions which have been indicated by MECALUX, and not under the conditions of this Contract.

(9) MECALUX, at the request of any of the rightholders on the Software of Third Parties, may provide to said rightholders with a copy of this Contract and of

any document in which information relating to the Software of Third Parties is specified, including, but not limited to, the name of the End User, the Software of Third Parties licensed, the number of Authorized Users, the license level, the grant of a license to the End User and any definitions relating to the license metrics, from which any confidential or owner information may be eliminated;

(10) The End User expressly accepts that, except to the extent that a maintenance or support service is agreed with the scope which may be agreed in that case, he should not trust the future availability of any programs and/or services by the owners of Software of Third Parties;

(11) The End User may not make use of any API program which may be supplied with or as part of the Software of Third Parties.

(12) Third parties who own Software of Third Parties shall have the status of third-party beneficiaries of this Contract.

The End User may not eliminate or modify any trademarks or distinctive signs which appear in the Computer Program in relation to the Software of Third Parties nor any warning of its rights of ownership.

As the Computer Program includes Software of Third Parties, the End User authorizes MECALUX to notify the results of the audit to the owners of such Software of Third Parties and even so that it may assign to them, if it considers it appropriate, its right to carry out the audit of its own programs. In any event neither MECALUX nor the owners of Software of Third Parties will be liable for the costs which may be incurred by the End User in cooperating in the audit.

VI.- Warranty.

MECALUX warrants that, for six (6) months from the installation, when the Computer Program is used in the operating environment specified it shall operate substantially in accordance with the description which appears in its documentation. Any warranty deficiency of the Computer Program must be notified by the End User to MECALUX with six (6) months from the installation.

The warranty shall not apply: (i) to the errors arising from incorrect use of the Computer Program by the End User or, in general, which are due to the negligence or fault of the End User himself; or (ii) to errors which are not attributable to the Computer Product itself; or (iii) to errors arising from modifications in the Computer Program carried out by the End User or by third parties other than MECALUX itself. It is an essential requirement for the coverage of the warranty that the End User strictly observes the conditions of use of the Computer Program.

MECALUX does not guarantee the uninterrupted operation or operation without errors of the Computer Program, nor that all the errors are going to be corrected. The End User recognizes that given the nature of the software the

latter is not free from errors and, therefore, their existence does not in itself constitute a breach of the warranty unless the existence of such errors impedes the operation thereof substantially in accordance with the description which appears in its documentation. However, if in the first six (6) months from the installation the End User detects bugs, which do not give rise to the application of the warranty, he shall so inform MECALUX and the latter, insofar as it has or develops a patch or alternative solution which allows it to be resolved or avoided, shall make it available to him, without any additional cost, on the understanding, however, that MECALUX does not guarantee that such errors can or are going to be corrected.

Nor does MECALUX guarantee that the Computer Program is adequate to satisfy the particular needs of the End User nor that the evolution of such Computer Program is adequate for the requirements or needs which may arise in the future.

In the event of any breach of the warranty described above, the only remedy of the End User and the sole and entire liability of MECALUX for such reason shall be the correction of the errors of the Computer Program which cause the breach of the warranty or, if MECALUX cannot substantially correct such breach, the End User may terminate the program license and recover the rates paid to MECALUX for the license of the Computer Program.

To the extent permitted by the Law, the warranty provided in this clause is exclusive, there is no other condition and MECALUX does not grant any other warranty, express or implied, in relation to the Computer Program.

The warranty provided in the previous paragraphs of this clause is also applicable to the Software of Third Parties. Insofar as the defect affects the Software of Third Parties, MECALUX may seek alternative solutions including the replacement of the Software of Third Parties with other software which substantially carries out the same functionality, at no cost to the End User, in which case the latter shall be the only remedy of the End User and the sole liability of MECALUX. Only if this alternative solution is not possible may the End User end the license and recover the rates paid to MECALUX for the license of the Computer Program.

VII. Limitation of Liability.

EXCEPT IN THE CASE OF FRAUD OR GROSS NEGLIGENCE, THE MAXIMUM LIABILITY OF MECALUX, ITS EMPLOYEES, AUTHORIZED REPRESENTATIVES, DIRECTORS AND COMPANIES OF THE MECALUX GROUP TO THE END USER FOR ANY DAMAGE WHICH ARISES FROM OR IS RELATED TO THIS CONTRACT, WHETHER IT IS BASED ON AN ACTION OR CLAIM FOR CONTRACTUAL OR EXTRACONTRACTUAL LIABILITY, SHALL BE LIMITED (INCLUDING ANY AMOUNTS WHICH MUST BE RETURNED AS A RESULT OF A CONTRACTUAL TERMINATION) TO THE AMOUNTS WHICH THE END USER HAS PAID TO MECALUX UNDER THIS CONTRACT, IN CASE, THE END USER HAS DULY PAID THOSE AMOUNTS.

MECALUX, ITS EMPLOYEES, AUTHORIZED REPRESENTATIVES, DIRECTORS AND COMPANIES OF THE MECALUX GROUP SHALL NOT IN ANY EVENT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, SPECULATIVE, THIRD PARTY OR CONSEQUENTIAL DAMAGES, NOR FOR ANY LOSS OF PROFITS, EARNINGS, LOSS OF VALUE OR ECONOMIC LOSS ENVISAGED, LOSS OF DATA OR OF USE OF DATA, NOT EVEN IF THEY HAVE BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES.

Except in relation to actions for failure to pay, if it were the case, or violation of the rights of ownership of MECALUX and/or of the owners of Software of Third Parties no action, irrespective of its form, which arises from or is related to this Contract may be filed by either of the parties when two years have elapsed from the date on which the cause of the action occurred.

MECALUX is not in any event liable for the loss of data which may arise in the event of incorrect operation of the Computer Program. The End User must take responsibility for making from time to time, and with due care according to his activity, a copy of the data which he processes using the Computer Program in order to avoid the loss, corruption or alteration of such data.

Neither of the parties shall be liable for interruptions or delays in the performance or services nor in general for the breach of its obligations, if these are caused by: an act of war, hostility, sabotage; a cut in the supply of electricity, Internet or telecommunications which is not caused by the party bound; or by governmental restrictions (including the refusal or cancellation of any export or other kind of license); or due to any other circumstance which is outside the reasonable control of the party bound. Both parties shall make reasonable efforts to mitigate the effect of an event of force majeure. This section does not confer an exemption from the obligation of either of the parties to adopt reasonable measures to follow their normal recovery procedures in the case of disasters or their obligation to pay for the programs sent or the services rendered, if it were the case.

VIII.- Indemnity for violation of intellectual property rights

Any claim, complaint, judicial measure or procedure filed against the End User relating to any part of the Computer Program for infringement of the legislation in force in relation to intellectual property, shall entitle MECALUX (or whoever the latter may) to take charge of the defense of such action. MECALUX shall indemnify the End User for the damages, liability, costs and expenses awarded by the courts to third parties who have brought the claim or which have been accepted by MECALUX in a settlement, provided that the End User proceeds as follows:

- informs as soon as possible, by a written document addressed to MECALUX within a period not exceeding 10 days from the receipt of the claim or in a shorter period, if so required by the law applicable;

- grants to MECALUX (or to whoever the latter may designate) exclusive control of the defense and of the negotiation of any settlement agreements; and
- supplies to MECALUX the information, authority and assistance which it needs to carry out the defense and settle the dispute.

MECALUX shall not in any event be deemed liable if the End User fails to fulfill the conditions indicated above and, in particular, does not assume any liability for the agreements which may be reached by the End User with third parties in the event of claim without its consent.

If MECALUX considers that a part of the Computer Program may have violated the intellectual property rights of a third party, MECALUX may opt either to modify the Computer Program (including the replacement of the program affected by another) so that the infringement ends (as long as its utility and functionality is preserved) or obtain a license which permits it to engage in the continued use thereof, or, if these alternatives are not commercially reasonable, MECALUX may terminate the Contract and return to him the amount paid for the license of the Computer Program, in case it has duly paid. MECALUX shall not indemnify You if You (End User) alter a program or use it to carry out operations other than those established in the user documentation, nor if You use a version of the Computer Program which has become obsolete and the claim for infringement could have been avoided by using an up-to-date and unaltered version of the Computer Program which is supplied to You. MECALUX shall not indemnify You if the claim for infringement is based on any programs not provided by MECALUX under this Contract. MECALUX shall not indemnify You either if such claim for infringement is based on the combination of any part of the Computer Program with any products or services not supplied by MECALUX. MECALUX shall not indemnify You for infringements caused by your actions against a third party if the Computer Program supplied by MECALUX and used in accordance with the terms of this Contract, does not violate intellectual property rights of third parties. This section envisages the exclusive remedies of the End User against MECALUX arising from such claims for infringements or damages.

IX.- Confidential information.

Under this Contract the parties may have access to confidential information belonging to them (hereinafter "Confidential Information"). The parties undertake to keep strictly confidential the Confidential Information of the other party to which they have access and to use it solely for the achievement of the purposes of this Contract. The Confidential Information shall be limited to the Computer Program (including the Software of Third Parties), to the terms and prices that had been agreed if it were the case, under this Contract, to any source code of the Computer Program (including the Software of Third Parties), and to any other information clearly identified as confidential at the time of disclosure.

The Confidential Information of a party shall not include information which: (a) is or becomes part of the public domain for a reason other than the action or omission of the other party, or (b) is in the lawful possession of the other party

before the disclosure and has not been obtained by it directly or indirectly from the disclosing party or (c) has been lawfully disclosed to the other party by a third party without restrictions in the disclosure or (d) is independently developed by the other party.

In addition, each party consents to make the Confidential Information available only to the employees, authorized representatives or directors that require access to it, and they must be warned in advance of the obligation to protect the Confidential Information from any unauthorized disclosure. Neither of the parties shall be prevented from revealing the terms or prices of this Contract or of the orders sent thereunder, if it were the case, in any judicial or administrative proceedings which arise from or are related to this Contract or from disclosing Confidential Information to any judicial or governmental body if it is legally required to do so.

X.- Data Protection.

The protection of the End User's personal data is one of the concerns of MECALUX for the purpose of preserving and guaranteeing his privacy at all times, and in strict compliance with the provisions of Data Protection Law 15/1999, of December 13, ("LOPD") and all other similar legislation on the subject. Consequently, MECALUX informs You that all personal data which may be received under this Contract through any medium shall be treated in the strictest confidence and in full compliance with the LOPD, and shall be included in a file which is the responsibility of MECALUX. The purpose of obtaining such data is to manage your relation with MECALUX and to inform You of offers, promotions, products and services which are marketed by the company, to carry out surveys, statistics, analysis of market trends and to monitor your preferences in order to personalize and improve our services.

In addition, for the purposes of the provisions of Article 11 of the LOPD, and having regard to the nature of the products and services which are marketed by MECALUX, You expressly authorize the company to communicate your personal data to any company of its group (listed on the web page www.mecalux.com) for purposes of information and commercial and financial management related to the products and services marketed by MECALUX.

MECALUX also informs You that You may exercise, at all times and in accordance with the provisions of the LOPD, the rights of access, rectification, cancellation and opposition in relation to your personal data as well as the right to revoke, without retroactive effect, the consent granted for the communication of your data to any company of the group, by sending a letter to MECALUX, S.A., calle Silici 1, 08940 Cornellà - Barcelona – Spain or, for your greater convenience, by sending an electronic mail to the address data.protection@mecalux.com, indicating the reference "Data Protection".

Since You warrant that all the personal data which You may supply in your relation with MECALUX are true, complete and accurate, You are responsible for communicating to MECALUX any modification of such data.

If MECALUX is obliged to provide an owner of Software of Third Parties with information relating to the Final Users, such information may only be used by that owner of Software of Third Parties for purposes compatible with this Contract. These data may be maintained in data processing centers located in the United States and may be accessed insofar as they are required for the purposes of this Contract.

In the event, MECALUX access to personal data which are responsibility of the End User, necessary to provide a service to the End User according to his instructions, MECALUX will be considered as "data processor" and will comply with all security measures according to the LOPD and its Regulation.

XI.- Termination.

In the event of breach by one of the parties of the contractual obligations, this Contract may be terminated by the other party if 30 days have elapsed from when it notifies the breach to the infringing party and in that period the infringing party has not rectified its breach.

In the event of failure to pay to MECALUX any amount arising from this Contract, in case it had been agreed, MECALUX may immediately terminate it by written notification to the defaulting party.

If this Contract is terminated for any reason the End User must cease to use the Computer Program immediately, return it or, at the discretion of MECALUX, destroy it together with any copy and documentation in existence, that could have been delivered to him and shall refrain thereafter from using it in any way.

The End User confers on MECALUX, in the event of termination of the Contract, the right to access the facility where the Computer Program is located, to suspend the operation of such facility if necessary and to recover the Computer Program.

XII.- Legislation and forum.

This Contract shall be governed by the substantive and procedural laws of Spain, excluding any conflicts of laws' provisions. The parties agree to submit to the exclusive jurisdiction (personal and subjective) of the Courts of the city of Barcelona (Spain) in relation to any dispute concerning the interpretation or execution of this Contract, expressly waiving the right to submit the dispute to any other forum which may correspond to them and to seek a change of forum.

The parties agree that this Contract is not a contract for the sale of goods. The United Nations Convention on Contracts for the International Sale of Goods (the "UN Convention") shall not govern nor be used to construe this Contract. The application of the UN Convention is expressly excluded. The parties also agree that the "Convention Relating to the Uniform Law on the International Sale of Goods" (The Hague, 1964) shall not apply to this Contract.

XIII.- Assignment.

The End User may not assign this Contract nor any of the rights and obligations contained therein to any third party, not even to companies of its own group.

MECALUX may assign this Contract to any third party, in which case it must so inform the End User as soon as is reasonably possible and the assignee shall be bound vis-à-vis the End User under the terms and conditions contained in the Contract.

XIV.- Attorneys' Fees.

In the event of an alleged breach of this Contract, the prevailing party shall be entitled to reimbursement of all of its costs and expenses, including legal costs and reasonable attorneys' fees, incurred in connection with such dispute, claim, or litigation, including any appeal therefrom. For purposes of this Clause, the determination of which party is to be considered the prevailing party shall be decided by the court of competent jurisdiction that resolves such dispute, claim, or litigation.

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