

SOFTWARE LICENSE : General Terms and Conditions

PREAMBLE

CLEARSY is the owner of all intellectual property rights necessary to grant END-USER a license to Use the Software.

Following Software presentation and demonstration by CLEARSY, END-USER, fully aware of Software functionalities and main characteristics and having assessed its requirements extremely precisely, to determine whether they are reconcilable with the Software and to make sure that it has the special skills needed to Use it, is willing to subscribe a Software license and CLEARSY accepts to grant it such a license according to the following conditions.

END-USER acknowledges that CLEARSY has provided it with all information necessary to enable it to assess whether the Software meets its requirements and to take all necessary precautions with respect to its implementation and Use.

ARTICLE 1 - DEFINITIONS

1.1 - Equipment

Means the computer hardware, consisting of a computer or central processing unit and its peripherals and accessories, intended for the Use of the Software.

1.2 - Software

Means the complete and documented set of programs intended for the same application or function, developed by CLEARSY and/or on which CLEARSY owns intellectual property rights necessary for this license.

1.3 - Use

Means the installation of the Software in a computer memory, notably RAM memory, hard disc or any other memorization or storage device. The Software may be used on a computer network provided that END-USER has signed as many licenses as the number of copies used simultaneously.

Under this license, the term "Use" refers to the conditions set out in article 3.1.

1.4 - Utilization Site

Means the exact geographical location where the Software will be used, to the exclusion of any other location.

1.5 - Vendor

Means any individual or legal entity who or which has granted CLEARSY the right to market and sub-license its software to CLEARSY's END-USER.

ARTICLE 2 - SCOPE OF LICENSE - TERM

CLEARSY hereby grants and END-USER accepts, under the terms and conditions of this license, a right to Use the Software.

The said license is the exclusive purpose of this agreement. Any other service or product shall be addressed in a separate contract. Any document, other than this License, notably END-USER's purchase conditions, shall not have contractual value and shall not be binding upon the Parties except if CLEARSY acknowledges and accepts such document in writing.

This license shall enter into effect from the date of its payment and shall remain effective for an indefinite period unless terminated by a condition of the agreement.

ARTICLE 3 - RIGHT OF USE

3.1 - Principle

The right to Use the Software is granted by CLEARSY to END-USER for indefinite duration under a non-exclusive, non-assignable and non-transferable license solely for END-USER's Personal Use on the agreed Equipment and Utilization Site specified in the license.

"Personal Use " shall be construed as Use for END-USER's exclusive purposes by its own employees only, to the exclusion of any third party, or any service bureau or facilities management activity.

The right to use the Software is granted to END-USER to use the freely available version of the software. Later versions and additional tools are only available after full payment of a maintenance contract. The terms of this contract are accepted on first use of the Software by END-USER.

3.2 - Restricted Acts

By accepting this license, END-USER undertakes not to engage in any other applications than those explicitly authorized under this agreement, notably any other reproduction than one backup copy, as well as any correction, translation, adaptation, arrangement or alteration of the Software.

Any Use or reproduction by END-USER in other terms shall require a separate contract with CLEARSY.

Moreover, CLEARSY reserves its exclusive right to correct any errors contained in the Software.

3.3 - Observation and Reverse Engineering

According to applicable provisions of EC Directive, May 14, 1991 for Protection of Software END-USER shall be authorized to observe, study and conduct operating tests of the Software in order to determine its basic concepts and principles, excluding the reproduction acts provided for in the previous Article.

In the event that END-USER wants to obtain information necessary to ensure the interoperability of the Software and to make modifications and additions to the Software in order to make its Use compatible with other software programs for an application which remains compatible with its designed purpose, END-USER undertakes to consult CLEARSY before undertaking any such operation. To this end, CLEARSY shall be entitled to demand a

reasonable fee for supplying such information. In this case, such price shall be determined by appendix or amendment.

In the event that CLEARSY cannot supply the information necessary for this interoperability, END-USER undertakes to:

- Inform CLEARSY of all actions which will be carried out to permit such an operation, as well as the location and identity of the contractors involved;
- Limit its intervention to those sole parts of the Software necessary for interoperability;
- Keep information obtained by decompilation confidential;
- Give CLEARSY the benefit of any information obtained by reverse engineering by informing it promptly thereof.

END-USER's rights shall in any event be strictly limited to the French legal framework in force at the date of its investigations or manipulations. Any action exceeding this framework may be deemed a copyright infringement.

ARTICLE 4 - INTELLECTUAL PROPERTY

4.1 - Principle

Title to, ownership of, and all applicable rights in patents, copyrights, trade secrets and all other industrial and intellectual property rights in the Software or its backup copy or part thereof shall not transfer to and shall remain vested in CLEARSY or Vendor. Each Software provided hereunder is proprietary to CLEARSY or Vendor, and END-USER agrees to be bound by and observe the proprietary nature thereof. END-USER shall not provide or otherwise make available any Software or any part or copies thereof to any third party.

Moreover, CLEARSY shall in no event be obliged to grant or maintain more rights than it itself holds to the Software.

END-USER shall not acquire any other right to the Software than those expressly granted under this license and shall at no time acquire any intellectual property right to the Software.

END-USER undertakes to preserve all intellectual and industrial property markings, notably the copyright and trademarks of CLEARSY and/or its Vendor with respect to the Software, its documentation and any Proprietary Information. END-USER undertakes to ensure that these provisions are complied with by its staff and any third party who may have access to them.

4.2 - Ownership Warranty

CLEARSY warrants and represents that it is the legitimate holder of all intellectual property rights attached to the Software or otherwise has acquired sufficient rights in the Software to license it to END-USER.

CLEARSY shall hold END-USER harmless from any claim, proceeding or action brought against the latter by any third party claiming that the Software infringes its industrial or intellectual property rights and shall personally deal with any such claims.

In this case, CLEARSY's obligations shall be expressly subject to the following conditions, provided that :

- END-USER promptly informs CLEARSY by registered letter with notice of receipt of any claim or action for infringement of industrial or intellectual property right in connection with the Software;
- END-USER provides CLEARSY with all information in respect of such claim;
- END-USER grants CLEARSY exclusive control over the defense of the claim and all necessary actions to settle the dispute;
- END-USER fully cooperates and, at its own expense, assists CLEARSY in every aspect connected with the defense, dispute or settlement of the claim.

Failing this, END-USER shall have no remedy against CLEARSY under this Article.

CLEARSY shall bear the costs of expenses and damages which END-USER would have to pay pursuant to a court final decision. However END-USER shall be responsible for any payment or consequences of any settlement concluded without prior formal approval from CLEARSY .

In the event that the Use of the Software is likely to lead to a claim for infringement, CLEARSY shall at all times be entitled, at its own option and expense, to:

- Replace the licensed Software by a software which does not infringe any rights,
- Modify the Software in order to eliminate any infringing part;
- Take back the infringing Software;
- Obtain for END-USER the right to continue using the infringing Software.

The warranties and remedies provided by CLEARSY in relation to industrial and intellectual property right infringement as set forth in this article are exclusive and in lieu of all others.

CLEARSY makes no representation and specifically disclaims all warranties and any liability towards END-USER if the claim for infringement results from the following actions brought by any other party than CLEARSY:

- Integration of the Software in any equipment, system or computer program supplied by a third party;
- Any unauthorized modification or alteration of the Software by END-USER or by a third party in accordance with END-USER's instructions;
- Any modification or alteration of the Software by CLEARSY in accordance with END-USER's specific instructions;
- Use of the Software for any other purpose than its intended one.

4.3 - Reciprocity

END-USER warrants and represents that it is the legitimate holder of all rights to Use and modify and in general all intellectual property rights attached to the items which it may make available to CLEARSY. Failing this and should a claim be filed by a third party, END-USER shall be personally responsible for and bear all consequences of such claim and shall hold CLEARSY harmless from any recourse.

Moreover, END-USER shall indemnify and hold CLEARSY harmless from any loss, cost or expense suffered or incurred in connection with any claim, suit or proceeding brought against CLEARSY which alleges that the modification or alteration of the Software stated below constitutes an infringement.

- Integration of the Software in any equipment, system or computer program supplied by a third party;
- Any unauthorized modification or alteration of the Software by END-USER or by a third party in accordance with END-USER's instructions;
- Any modification or alteration of the Software by CLEARSY in accordance with END-USER's specific instructions;
- Use of the Software for any other purpose than its intended one.

In any event CLEARSY reserves its right to institute proceedings, notably in case of infringement.

ARTICLE 5 - PENALTY

In the event of infringement of the copyright of CLEARSY or its Vendor, or breach of the confidentiality of Proprietary Information, notably in the event of transfer of the right to Use the granted Software and documents to any unauthorized third party, CLEARSY reserves the right to collect a penalty equal to 60000€. This penalty shall apply to any infringement, without prejudice to any damages and costs which CLEARSY may be entitled to claim.

ARTICLE 6 - LIABILITY**6.1 - Loss of data**

It shall be END-USER's responsibility to protect itself by any means at its discretion (notably by making backup copies of its data) against risks of destruction of its data or damages to its files. Accordingly, END-USER waives any right to claim liability on CLEARSY's part in such case.

6.2 - Limitation of liability

CLEARSY shall not repair any indirect damage, irrespective of the grounds, such as loss of income, commercial or financial loss or increased expenses, due to recourse by a third party or a loss stemming from or consequential to this agreement, as well as any damage to persons or property distinct from the scope of the license.

ARTICLE 7 - TERMINATION

The Software license shall be duly terminated at END-USER's liability if END-USER fails to comply with the provisions of this license or if it carries out the following actions without CLEARSY's prior written consent, i.e.:

- END-USER resells the Equipment on which the Software is used or allows it to be encumbered by guarantees;
- END-USER transfers the Software outside the Utilization Site;
- END-USER discloses or attempts to disclose the Software to a third party.

In such case, END-USER shall, subject to application of penalty specified in Article 5 and to any applicable legal penalty:

- Immediately cease to Use the Software

In the event END-USER ceases to Use the Software, it shall return all original items received for the purpose of this License, such as magnetic media and documentation, as well as any copies of these items, including the backup copy. In such case, END-USER shall not be entitled to any reimbursement or compensation of any kind.

ARTICLE 8 - EXPORT RESTRICTIONS

In respect of the origin and source of certain products, END-USER undertakes to comply with all applicable export rules.

ARTICLE 9 - GOVERNING LAW AND DISPUTES

THIS AGREEMENT AND THE DEEDS WHICH RESULT FROM IT ARE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF FRANCE.

IN THE EVENT OF A DISPUTE ENSUING FROM THE INTERPRETATION OR THE PERFORMANCE OF THIS AGREEMENT, THE PARTIES UNDERTAKE TO INITIALLY SEEK A FRIENDLY SOLUTION.

IF SUCH A SOLUTION CANNOT BE REACHED, THE DISPUTE WILL BE FOR THE EXCLUSIVE COMPETENCE OF THE COURTS OF PARIS, NOTWITHSTANDING PLURALITY OF DEFENDANTS OR INTRODUCTION OF A THIRD PARTY.