

ATELIER B SOFTWARE MAINTENANCE AGREEMENT

General Terms

1 PURPOSE AND SCOPE OF AGREEMENT

The purpose of this agreement is to set forth the terms and conditions on which CLEARSY will provide maintenance and assistance by email of the software described in Appendix 1.

The maintenance services provided by CLEARSY shall apply to the software described in Appendix 1, whose use it has granted to the CUSTOMER under a utilization license agreement for its utilization site.

Additional software, documentation and services are available on internet for CUSTOMERS subscribing this contract.

2 DEFINITIONS

“Appendices” shall mean all documents accepted by both parties in which the special performance conditions of this agreement are stipulated.

“Software” shall mean the software program(s) described in Appendix 1.

“Documentation” shall mean all documents connected with the software and intended for users.

“Utilization Site” shall mean the precise geographical location where the Software maintained by CLEARSY is used and whose address is specified in the Appendix, excluding any other location.

3 SCOPE OF SERVICES

CLEARSY shall maintain the software on the following terms and conditions.

CLEARSY’s intervention may take the following forms:

- mailing or availability to download of a software update;
- maintenance by email.

CLEARSY exclusively shall be authorized to decide the most appropriate type of intervention to provide maintenance service.

3.1 Software updates

Software updates means the compilation, of solutions for any bugs and of improvements to the software. They also include updates of user manuals.

The update are available either by the mailing of a CDROM, either by downloading from a dedicated internet site.

CLEARSY shall provide the customer with software updates at a frequency determined by CLEARSY exclusively.

CLEARSY shall only provide maintenance for the last software version currently marketed, that includes the last updates.

All property rights and all prerogatives connected with the software, both in its initial version and in its subsequently corrected or modified versions, rest and shall remain rested in CLEARSY..

3.2 Maintenance by email

CLEARSY shall provide maintenance by email in case of a bug (i.e. non-conformities between software and documentation) that can be reproduced on all software and all documentation making up the delivered software.

The technician shall make best efforts to correct the bug or to provide a bypass solution by email.

If the bug cannot be removed, CLEARSY shall make another diagnosis on the basis of documents outlining the incident faxed by the CUSTOMER.

The bypass solution shall consist in supplying another way to use the languages and/or software designed to achieve the objective correctly.

Correction shall consist in supplying a modification, generally of the binary of the module(s) concerned, designed to permit correct execution, i.e. in accordance with the documentation. In certain cases, bugs may be solved by a combination of bypass solution and correction.

4 CUSTOMER’S OBLIGATIONS

The CUSTOMER must provide the CLEARSY employee in charge of the maintenance with all existing documents, information and other elements necessary for the right understanding in the involved problem.

The CUSTOMER shall appoint a competent contact to represent it vis-à-vis CLEARSY.

Should a difficulty occurs during the maintenance services, the need for collaboration between the parties shall oblige them to notify the other party promptly and to consult each other in order to implement the most appropriate solution as soon as possible.

The CUSTOMER shall make sure that those of its employees who use the software have the knowledge and expertise necessary to use said software in accordance with its documentation, notably by ensuring that they are duly trained in the software installed at its utilization site.

The CUSTOMER undertakes to maintain the number of licenses corresponding to the number of software program(s) installed and used at the utilization site.

The CUSTOMER undertakes to use the operating procedures described in the utilization manuals delivered to the CUSTOMER on acquisition of the software. In any event, CLEARSY does not undertake to answer questions exceeding this framework.

The CUSTOMER undertakes to provide its name and contract number whenever it contacts CLEARSY with a question. A question cannot be processed if the CUSTOMER cannot give this information.

The CUSTOMER shall integrate all corrections sent by CLEARSY in the software in the sequence in which they are received.

The CUSTOMER shall not permit other employee than CLEARSY's employee to maintain the software.

5 LIMITS ON AND EXCLUSIONS TO MAINTENANCE SERVICE

CLEARSY shall not be obliged to provide maintenance services as set forth in this agreement in the following cases:

- Installation at the utilization site of any software, software package or operating system not compatible with the software covered by this maintenance service.
- Modification of the software by the CUSTOMER or a third party.
- Use of the software by more users than allowed in the contract
- Defects caused by use of the software not expressly covered by this agreement.
- So-called fleeting bugs, i.e. bugs that cannot be reproduced by CLEARSY.
- Copies and/or adaptations made by the CUSTOMER.
- Interventions further to incidents caused by uses other than normal use provided for in the software utilization license agreement.
- Interventions made necessary by defective operation of additions or devices.
- Breakdown or fluctuations in electricity network.
- Non-compliance by the CUSTOMER with its obligations under this agreement.

Whenever CLEARSY has to intervene in one of these cases, it shall bill the CUSTOMER for the time necessary to correct the bug at the rate in force at the date of intervention, incremented by any travel and accommodation expenses.

6 WARRANTY

6.1 Handling time

The time granted to CLEARSY to handle bugs in the version of the software and documentation used by the CUSTOMER shall depend on the seriousness of the bug. The time shall start as soon as CLEARSY receives a report on the bug including information enabling it to reproduce and analyze the bug. When information is supplied by fax, the acknowledgment of receipt of the CUSTOMER's fax shall be taken as evidence of the date and time. In all other cases, the acknowledgment of receipt of CLEARSY's mail department shall be taken as evidence of the date and time. Times shall be calculated in terms of half business days. Times are expressed in french timezone (GMT+1). For bugs received before 1:00 p.m., the afternoon shall be deemed half a day. For bugs received after 1:00 p.m., calculation shall start on the morning of the next business day.

Bugs that prevent the use of the software : CLEARSY shall have 10 half days to handle the bug.

Bugs that do not prevent the use of the software : CLEARSY shall have 20 half days to handle the bug.

6.2 Warranty

CLEARSY warrants vis-à-vis the CUSTOMER that the maintenance operations to be carried out on its behalf within the framework of this agreement shall be carried out in accordance with state-of-the-art standards and the latest information technologies at the time of each intervention. It is agreed between the parties that CLEARSY contracts an obligation of means vis-à-vis the CUSTOMER for the performance of the maintenance services.

In view of the sophisticated technology used for the software, CLEARSY does not warrant operation without bugs or uninterrupted operation of the software. Moreover, CLEARSY does not warrant that its intervention will make it possible to settle the difficulty concerned, nor that the bug will not recur after intervention, nor that no difficulty will be generated by intervention of the maintenance department. Maintenance service shall be provided by CLEARSY with all reasonably possible care in the current state of the art.

This warranty excludes any other commitment, notably any warranty that the results of the software will satisfy the CUSTOMER's performance standards and operational or functional expectations other than those described in the documentation.

Compliance of the software with its documentation shall be CLEARSY's sole obligation under this warranty, regardless of the reasons for the CUSTOMER's complaints.

This warranty does not apply in the following cases:

- Bugs not belonging to the software under contract
- Modifications of the hardware environment or the operating system
- Bugs in extensions not validated by ClearSy
- Errors caused by power failures or the communication network
- Errors caused by the use of a software not covered by this licence agreement
- Modifications of the software by the CUSTOMER or a third party without a written agreement from CLEARSY. The same applies for an attempt of modification
- Incorrect use of the software, or use of the software not covered by the documentation or instructions from CLEARSY
- Non reproducible errors

For all maintenance performed in one of the previous cases, the CUSTOMER will have to pay CLEARSY the time spent on the maintenance operation, at the price applicable at the time of the operation, as well as the potential travel expenses.

7 LIABILITY

Irrespective of the grounds, CLEARSY shall not repair indirect damage, such as loss of income, financial prejudice or losses due to or further to this agreement, even if CLEARSY has been notified beforehand, as well as any damage caused to persons or property not connected with the purpose of this agreement, unless the CUSTOMER can establish a link of causality between the alleged prejudice and serious negligence on CLEARSY's part.

In the event that CLEARSY incurs liability for any reason whatsoever, the total amount of any indemnities CLEARSY may have to pay the CUSTOMER shall in no event exceed the fee received by CLEARSY under this agreement, irrespective of the legal basis for the claim and the proceedings used to enforce it.

8 FINANCIAL TERMS

In consideration of the maintenance services, the CUSTOMER undertakes to pay CLEARSY the fixed annual fee stipulated in Appendix No 1. The amount of the fee is dependant on the number of users of the software. By signing the contract, the CUSTOMER commits to obey this number of users.

In case of uninterrupted renewal, any changes in the price of this fee shall not exceed those calculated in application of the SYNTEC index based on the value of the last known index at the billing date.

Should the terms for maintenance agreements change, the terms applied to the CUSTOMER would, from the date of renewal, be either the present terms or the new terms, which is most favorable.

The CUSTOMER undertakes to pay CLEARSY its fees plus applicable taxes and duties annually in advance, payable within 30 net days from the date of issue.

In case of disagreement with part of an invoice, the CUSTOMER undertakes to pay the part that is not disputed on the due date. Payment by offsetting debits with credits shall not be allowed.

In the event of late payment, any overdue sum shall bear interest from the due date to the date of complete payment at rate equal to one-and-a-half times the legal interest rate for the year concerned, without exceeding the limits provided for by law and without prior formality.

Moreover, CLEARSY reserves the right to suspend performance of this agreement if the CUSTOMER has failed to remedy its non-performance within eight (8) days after receipt of a formal demand remained without result, without prejudice to any damages.

Said suspension shall be at the responsibility of the CUSTOMER, which undertakes to bear all consequences, notably price increases and delay of time limits.

In the event that the CUSTOMER fails to remedy its non-performance within fifteen (15) days from a second formal demand, CLEARSY shall be entitled to terminate of this agreement at the CUSTOMER's exclusive liability, in accordance with the terms stipulated in Article 9.

9 EFFECTIVE DATE, TERM AND TERMINATION

This agreement is entered into for an initial term of one year from the effective date specified in the Appendix hereto. In the event that either of the parties fails to perform its obligations under this agreement and fails to remedy such non-performance within thirty days from receipt of a registered letter with notice of receipt in which the other party notify such non-performance, the latter shall be entitled to claim termination of this agreement, without prejudice to any damages to which it may be entitled.

In the event that this agreement is terminated, it shall be settled on the basis of actual services provided.

If termination is due to non-performance by CLEARSY, CLEARSY shall provide the CUSTOMER, at the effective termination date, without additional formality, with all documents in its possession regarding works conducted within the framework of this agreement.

CLEARSY shall be entitled to request the CUSTOMER for amicable termination of this agreement in the event that it encounters, while providing the maintenance service, unforeseeable difficulties whose solution would require the use of resources not in proportion to the contractual fee.

10 GENERAL

The parties acknowledge that this agreement constitutes the whole agreement signed between them and supersedes any earlier written or oral offer, arrangement or agreement.

No subsequent document or change in the agreement, irrespective of the form, shall be effective vis-à-vis the parties if not signed in the form of a duly signed and dated amendment.

This agreement shall be governed and construed in accordance with French law.

In case of a dispute ensuing from the interpretation or performance of this agreement, the parties undertake first to seek an amicable settlement. If such a settlement can not be reached, the dispute shall be for the competence exclusive of the courts of PARIS, notwithstanding several defendants or introduction of a third party.

Appendix 1

Instructions

- Fill the yellow parts and sign this form
- Scan it and send it by email at maintenance.atelierb@clearsy.com, or
- Send it to the following address

ClearSy,
320 Avenue Archimède
Les Pléiades 3, Bat A
13857 Aix en Provence Cedex 3 FRANCE

A signed copy will then be sent back to you.

CUSTOMER/SITE: Name and Address:	
Technical Manager:	
PRODUCT DESIGNATION:	
Atelier B last update, including <ul style="list-style-type: none"> • ComenC C translator • BART refinement tool • Basic PatchRaffiner • Event B support • Delta tools 	And also included in maintenance price: <ul style="list-style-type: none"> • HIA translator • Ada translator • Rules Validation Tools (OPR)
FEE: Company: <ul style="list-style-type: none"> • 0 to 4 users: 4 000 €.HT per site • 5 to 9 users: 7 500 €.HT per site • 10 to 19 users: 10 000 €.HT per site • 20 or more: 12 000 €.HT per site University: 950 €.HT per site	YOUR CONFIGURATION: Number of users for site 1: If necessary: Name of site 2: Number of users for site 2:
Contract number: Effective Date:	Technical manager: Etienne PRUN Hot Line: +33 4 42 37 12 99 Mail address: maintenance.atelierb@clearsy.com
Add here the different sites fees: Total:	€.HT

For the CUSTOMER

Name:
Position:
Signature and stamp:

For CLEARSY

Nom: M. Etienne PRUN
Titre: Software Maintenance Manager
Signature and stamp: