

**GENERAL TERMS AND CONDITIONS
FOR SOFTWARE MAINTENANCE
AKANEA DEVELOPPEMENT**

The Customer has entered into a software package licence Agreement for the Software Package defined in the signed purchase order (hereinafter referred to as the "Purchase Order") with Akanea Développement (Lyon Trade and Companies Register No.330 573 775) (hereinafter the "Publisher").

The Customer wished to have a support and maintenance service relating to the Software Package, the terms and conditions of which are specified below, after having received all the relevant information for making its decision in accordance with Articles 1112 et seq. of the French Civil Code.

DEFINITIONS

Adaptation

The term "Adaptation" covers a group of Services provided by the Publisher and composed of specific developments, interfaces and the customisation of editions, for which a user licence has been granted to the Customer under a separate service agreement.

Anomaly

"Anomaly" means, depending on the maintenance services subscribed to, either a malfunction of the Software Package, reproducible by the Publisher, preventing its use in accordance with the Documentation, or a malfunction of the Adaptations, reproducible by the Publisher, preventing its use in accordance with the specifications.

Documentation

"Documentation" means the description of the features and the instructions for using the Software Package. It is provided in electronic form in French. Any other documentation is excluded from the scope of the Agreement, including sales documentation and training documentation.

Agreement

"Agreement" means the following agreement documents presented in decreasing order of legal value:

- these General Terms and Conditions,
- the Purchase Order whereby the Parties have agreed to order the services and that indicates the Agreement reference,

As from its acceptance by the Customer, these General Terms and Conditions shall exclusively govern all of the Customer's maintenance orders.

Trained User

"Trained User" means any person trained by the Publisher in the use of the Software Package, who may access the Software Maintenance Services and is named by the Customer in the Purchase Order.

Authorised Staff

"Authorised Staff" means any natural person having a subordinate relationship with the Customer and duly informed by the Customer of the right of use granted regarding the Software Package and the Adaptations.

Software Package

The term "Software Package" applies to the software package listed in the Purchase Order, in object code form, marketed by the Publisher and including its magnetic media and associated Documentation and its application, for which a licence is granted to the Customer under a separate Software Package Licence Agreement.

Update

The term "Update" means an updating of the software package provided by the Publisher to the Customer at no additional cost, provided that it has ordered the Support services for the Software Package concerned and for the period during which the Publisher makes the Update available. Updates do not include future versions, modules, options or products that the Publisher provides under separate additional licences.

Minor Update

The term "Minor Update" means a new version of the Software Package with corrections of Anomalies and improvements to existing functionalities, but with no functional and/or technical changes such that they can be qualified as Major Updates.

Major Update

The term "Major Update" means a new version of the Software Package with improvements or new functionalities of such magnitude that they fundamentally change the previous version, including new functions covering needs that were not covered by the previous version.

1. DESCRIPTION OF MAINTENANCE SERVICES

The various maintenance services offered by the Publisher are described on its Extranet or/and Internet sites at www.akanea.com, which the Customer can access either freely or by using its login information. The Customer shall refer to the description of the offer to which it has subscribed to know the scope of the offered services.

The Publisher shall inform the Customer that the scope of these services may change in the future. However, the Publisher guarantees the Customer that changes in this scope shall consist of an increase in the services, never a reduction.

The Customer shall be informed of any changes to the scope of its offer and its price by email. The Parties agree that any new extranet or internet connection shall then constitute acceptance of this new scope.

2. DURATION

2.1 Unless otherwise stipulated, the Agreement is entered into for an initial term until 31 December of the current year and from the date specified in the invoice for maintenance services, or failing this from the invoice date itself. The Customer is prohibited from terminating the Agreement during this initial term.

The agreement shall then be tacitly renewed for successive periods of one (1) year, unless terminated by the Publisher or the Customer by registered letter with acknowledgement of receipt, at least three (3) months before the current period expires.

2.2 In case of subscription to additional services, including the maintenance service for Adaptations, this service shall enter into force, for the remaining contractual period of the Software Package maintenance agreement, from the signature of the Purchase Order.

These new services shall be renewed, for annual periods, under the conditions of Article 2.1.

It is agreed that the Customer may partially terminate the Agreement upon expiry, and subject to the above notice period, in order to no longer be entitled to the additional services set out in the Purchase Order. In this case, the invoicing of the following instalment shall be adapted by the Publisher according to the services retained by the Customer.

3. FINANCIAL TERMS AND CONDITIONS

In return for the maintenance services, the Customer undertakes to pay the annual fee excluding tax specified in the Purchase Order.

In return for the optional services, the Customer undertakes to pay an additional annual fee specified in the Purchase Order, it being understood that invoicing for the 1st year shall be prorated based on the remaining contractual period of the software package maintenance agreement.

For any additional order for licences relating to the Software Package, the Customer must place a maintenance order covering the new licences, provided the licences previously acquired were subject to a maintenance agreement. Should the Customer fail to regularise maintenance throughout its new scope of use, the Publisher may suspend its services for the previously acquired licences without refund or postponement of the anniversary date of the agreement.

The fee amounts excluding tax shall be increased by the taxes in force.

On-site interventions, and any travel and accommodation costs, which may be ordered, are payable in addition to the fee. According to the terms of the Purchase Order, invoices are issued annually, quarterly or monthly. They are payable in advance, thirty (30) days from date of invoice.

All maintenance services, regardless of the offer and the optional services chosen, are invoiced annually from 1 January to 31 December, with the exception of the first year, when they shall be invoiced pro rata temporis calculated between the signature of the purchase order or the agreement and 31 December.

Notwithstanding the provisions of Article 1342-10 paragraph 1 of the French Civil Code, it is expressly agreed that if multiple invoices are due and the Customer makes a partial payment, the Publisher shall be free to apply said payment as it sees fit.

By express agreement and unless an extension is requested in time and granted by the Publisher in particular, any late payment shall give rise, without prior formal notice, to the application of a fixed legal charge of €40, plus late penalties at the rate of three times the legal interest rate, calculated per day overdue.

No netting may occur without the Publisher's formal agreement.

4. TAXES AND DUTIES

Each Party's liability for the payment of taxes relating to the Agreement shall be as follows:

Each Party shall be liable for the payment of its own corporation tax (or national equivalent).

Each Party shall be liable for the payment of any tax on turnover, leasing or movable property, or any other taxes on equipment and software it owns or uses under a financial lease, including, as the case may be, any leasing under this Agreement, and for which the Party is financially liable.

All prices stated in this Agreement or received as a result of the performance of this Agreement are stated exclusive of tax (that is to say, excluding taxes on turnover, on use, value added tax, withholding tax, excluding levies and similar taxes). Such taxes shall be borne by the Customer and paid by the Customer at the rate and in accordance with the terms and conditions provided by law at the time they become due.

If a withholding tax is applicable with regard to the payment of invoices due under this Agreement, then the sums owed by the Customer shall be subject to a 'gross up' so that after

withholding tax, the Publisher shall receive the entire agreed initial price.

The Publisher shall make every effort reasonably necessary to assist the Customer in obtaining reductions or exemptions from any withholding tax that may be borne by the Customer, providing the Customer with any tax certificates or other evidence of tax accepted by the relevant tax authorities.

The Parties shall cooperate fully in order to enable each Party to accurately determine its own tax liability in respect of transactions arising from this Agreement and to reduce such liability to the legal minimum permitted and practised in such circumstances.

Each Party certifies and undertakes to prepare its tax return, and to pay the taxes due, arising out of or in connection with the provision made under this Agreement.

5. PRICE REVISION

The Publisher reserves the right to revise the amount of the maintenance fee annually at each renewal by applying the new rate in force.

This increase shall be applied annually on each anniversary date for services invoiced annually, or on the first due date following 1 January of each year.

In the event of a change in the offered services, the fee may also be revised. In such case and unless otherwise instructed by the Customer by registered letter with acknowledgement of receipt no later than one (1) month after the notification of the modification, the new conditions shall automatically apply. The Agreement shall be terminated if the Parties fail to come to an agreement.

Finally, should the Customer continue to use a N-2 or earlier version, the Publisher may decide as of right to increase the fee during the Agreement, subject to one month's notice by registered letter with acknowledgement of receipt, with no ceiling limit. This increase shall be added to the annual increase provided for in the first paragraph of this article and shall cease when the Customer has updated to a N or N-1 version.

6. SUSPENSION

The Publisher reserves the right to suspend maintenance services in the following cases:

- non-payment of services by the Customer within the stipulated time-limits,
- implementation and use of the Software Package by staff who do not have sufficient competence, leading the Publisher to provide training under this Agreement.

Such suspension shall not entail any change in the amount of the annual fee which remains due for the entire current period. The service shall resume as soon as the cause of suspension has been removed without an extension of the annual maintenance period.

7. LIABILITY

Under this Agreement, the Publisher is bound by a best efforts obligation and shall not be held liable for any delay in the performance of the aforementioned services. In addition, the Publisher cannot be held liable for any reckless application or lack of application of the instructions for use provided as part of support or advice not provided by the Publisher itself.

It is the Customer's responsibility to guard against the risks of its files or programs being destroyed or damaged by performing the necessary backups regularly and before each intervention by the Publisher.

These backups must be adapted to the needs of the Customer's activity and to the criticality of its data. It is the Customer's

sole responsibility to take charge of the performance of backups, determine their frequency and organise their archiving. If a technician is required to perform a backup as part of his/her intervention, at the express request of the Customer which agrees to be charged for this, the Customer shall remain responsible for the quality of the backup and must ensure that the programs and/or files have been backed up correctly. In no event shall the Publisher be liable for the destruction or deterioration of files or programs.

In no event shall the Publisher be liable to the Customer or third parties for indirect damages such as operating losses, commercial damages, loss of customers, loss of orders, any commercial disturbance, loss of profit, damage to the brand image, or losses of data and/or files.

Should the Publisher's liability be recognised hereunder by a final decision of a competent court, the compensation that may be claimed from it shall be expressly limited to the amount of the price received by the Publisher, for the maintenance of the Software Package in question or the Adaptation concerned, for the twelve (12) month period in progress when the damage occurred.

In addition, in the event of personal injury caused by the Publisher or one of its employees, the Publisher shall compensate the victim in accordance with the applicable legal provisions.

It is expressly agreed between the Parties, and accepted by the Customer, that the provisions of this clause shall continue to apply even in the event of cancellation hereof found by a court decision that has become final.

These provisions establish an allocation of risks between the Publisher and the Customer. The price reflects this allocation as well as the described limitation of liability.

8. CONFIDENTIALITY

The parties may have access to the other party's confidential information under the Agreement. Confidential information includes the terms and prices of the Agreement, and any other information received by the Customer.

Confidential information does not include information which, in the absence of fault, is in the public domain, information which the receiving party had in its possession prior to its disclosure, without having received it from the other party, and information which is communicated to the parties by third parties, without a confidentiality condition.

The party to which confidential information is communicated shall preserve its confidentiality with no less care than that which it provides for the preservation of its own confidential information and may not communicate or disclose it to third parties, except with the prior written consent of the other party or to the extent possibly required by law. The parties agree to take all reasonable steps to ensure that confidential information is not communicated to their employees or contractors in violation of the Agreement. The terms of this obligation shall be valid for the entire period of validity of the Agreement and for two (2) years following its end.

All documents communicated by the Publisher hereunder shall remain its exclusive property and shall be returned to it upon its simple request.

9. NON-SOLICITATION OF STAFF

The Customer waives the right to hire or employ, directly or through an intermediary, any employee of the Publisher, regardless of his or her specialisation and even if the initial solicitation is initiated by said employee. Any concealed remuneration is also prohibited. This waiver shall be valid for

the duration of the Agreement and for a period of two (2) years from its expiry. If the Customer fails to respect this obligation, it undertakes to compensate the Publisher by immediately paying it a lump sum equal to the gross salaries that this employee received during the twelve (12) months preceding his or her departure.

10. FORCE MAJEURE

The liability of the Parties shall be fully discharged if the non-performance by either party of part or all of its obligations results from a case of force majeure.

Initially, cases of force majeure shall suspend the performance of the Agreement, and the Parties shall meet to determine how their relations will continue.

If cases of force majeure last more than one (1) month, the Agreement shall be terminated automatically, unless otherwise agreed between the Parties.

The following are expressly considered to be cases of force majeure or unforeseeable events, in addition to those usually recognised by the case law of the French courts: blockage, disruption, or congestion of telecommunications networks, poor quality of the electrical current, blocking of means of transport or supply for any reason whatsoever, inclement weather, epidemics, earthquakes, fires, storms, floods, water damage, governmental or legal restrictions, as well as legal or regulatory changes in the forms of marketing.

11. ASSIGNMENT

In no case may the Agreement be fully or partially assigned, for consideration or free of charge, by the Customer, without the Publisher's prior written consent.

12. TERMINATION

In the event of a breach by one of the Parties of the obligations herein, not repaired within thirty (30) days of the registered letter with acknowledgement of receipt providing notice to that effect, the other Party may assert the termination of the agreement subject to any damages it may claim. In addition, in the event of non-payment of sums owed by the Customer, which is not explicitly substantiated to the Publisher, the Publisher may automatically terminate the Agreement after having notified the Customer by registered letter with return receipt requested, which shall not prevent the Publisher from making every effort to recover its debts for all outstanding invoiced amounts.

The termination, or the end for any reason whatsoever, of the Agreement shall not give rise to the repayment of the sums received by the Publisher.

13. EXPORT

The Customer undertakes to strictly comply with the export laws and regulations in force in France and the United States.

14. MISCELLANEOUS PROVISIONS

Personal data: The applicable conditions concerning personal data are defined in the Appendix entitled "Conditions for the processing of personal data applicable to software packages installed at the Customer's sites as well as the associated services".

Statistical data: the Customer expressly agrees that the Publisher may use the data collected from the Customer's use of the Software Package and previously anonymised for statistical purposes and for the improvement of the Software Package provided that such data do not constitute personal data.

Notifications: All notifications required by the Agreement shall be made by registered letter with acknowledgement of receipt and shall be deemed validly made at the addresses indicated at the beginning hereof unless a change of address notification has been provided. Notwithstanding the notifications provided by registered letter with acknowledgement of receipt, the Parties agree that information relating to the entry into or performance of the Agreement may be sent by email. In particular, in accordance with Article 1126 of the French Civil Code, the Customer acknowledges that the Publisher may send to it by email any notification relating to the evolution and modification of the Agreement. The Customer therefore expressly accepts the use of this mode of communication. The Parties agree that emails exchanged between them shall constitute valid evidence of the content of their exchanges and commitments.

Commitments of the Parties: The Parties agree that the validation of the Purchase Order, the entry into and renewal of the Agreement, as well as the payment of fees and/or invoices issued, or any new connection to the Extranet, mean that the Customer has read and accepted the General Terms and Conditions in force as of the date of such validation, entry into or renewal of the Agreement, or payment. The Customer is hereby informed that these General Terms and Conditions are accessible from the www.akanea.com website in accordance with Articles 1125 and 1127-1 of the French Civil Code.

Earlier versions of these Terms and Conditions are also available on the www.akanea.com website. The Parties agree that such provisions are for informational purposes only and do not imply the applicability of its earlier versions. It is understood that these General Terms and Conditions cancel and replace the General Terms and Conditions previously accepted between the Parties having the same purpose and in the course of performance. They take precedence over any unilateral document of one of the Parties, including the Customer's Purchase Order. However, any specific conditions provided for in the Purchase Order duly signed by both Parties shall be applicable to the Software Packages exclusively designated in said document. Any particular annotation manually added by the Customer shall have value only if it is expressly accepted by the Publisher.

Unforeseeable Events: Notwithstanding Article 1195 of the French Civil Code, in the event of an unforeseeable change of circumstances upon entry into the agreement rendering the performance excessively onerous for the Customer, the Customer shall not be entitled to a renegotiation of the agreement.

Waiver: The failure of one Party to take action against a breach by the other Party of any one of the obligations set out herein cannot be construed as a waiver of the obligation in question in the future. The Customer irrevocably waives any request, claim, right, or action against the Publisher relating to the performance of the Agreement made more than twelve (12) months after the occurrence of the causal event and therefore irrevocably waives the right to bring any action against the Publisher before any court on this basis.

References: The Publisher may mention the Customer's name for the promotion of the Software Package.

Partial invalidity: The declaration of nullity or ineffectiveness of any stipulation of the Agreement shall not automatically entail the nullity or ineffectiveness of the other stipulations unless the balance of the agreement was changed.

15. LAW & ASSIGNMENT OF JURISDICTION

This document is governed by French law.

IN THE EVENT OF A DISPUTE, AND AFTER AN ATTEMPT TO FIND AN AMICABLE SOLUTION, EXPRESS JURISDICTION SHALL BE CONFERRED ON THE PARIS COMMERCIAL COURT EVEN IF THERE IS MORE THAN ONE DEFENDANT OR IN THE EVENT OF A THIRD-PARTY NOTICE, EVEN FOR URGENT OR PROTECTIVE MEASURES, IN SUMMARY PROCEEDINGS OR BY MOTION.

IF THE CUSTOMER OBJECTS TO A MOTION FOR AN ORDER TO PAY, EXPRESS JURISDICTION IS ALSO ASSIGNED TO THE PARIS COMMERCIAL COURT.