



GENERAL CONDITIONS OF LICENSE AND SERVICES

The Agreement, which sets forth the terms and conditions for the use of any software licensed by Arcad and the provision of related services, is between Arcad and the customer identified in the Purchase Order ("**Customer**"), whether the software or services are purchased directly from Arcad or from a Reseller. If Customer is a legal entity, the individual accepting and agreeing to the Agreement certifies that he or she has the power and authority to legally bind such entity or organization under the Agreement.

BY DOWNLOADING, INSTALLING OR USING THE SOFTWARE AND ITS ASSOCIATED SERVICES, THE "CUSTOMER" ACCEPTS THE TERMS OF THE AGREEMENT AND ACKNOWLEDGES AND AGREES TO BE BOUND BY THESE TERMS, WHICH SHALL ALSO BE BINDING ON ITS ASSIGNEES AND SUCCESSORS. IF CUSTOMER DOES NOT AGREE WITH ALL OR ANY PART OF THESE TERMS, CUSTOMER MUST NOT INSTALL OR MUST IMMEDIATELY UNINSTALL THE SOFTWARE AND CEASE ALL USE OF THE SOFTWARE OR ASSOCIATED SERVICES. USE OF THE SOFTWARE OR RELATED SERVICES CONSTITUTES ACCEPTANCE OF THE AGREEMENT AND ANY CHANGES THERETO.

www.arcadsoftware.com

1. Definitions

In this Agreement, capitalized terms shall have the meanings set forth below, except where it is clear from the context that such meaning is not applicable to the provision in question:

"**Arcad**" means Quadra SAS, a company whose registered office is located at 55, rue Adrastée, 74650 Chavanod, France.

"**Purchase Order**": means a purchase order or special terms and conditions or business proposal, including attachments and/or documents listed therein as applicable, designating the Software (as hereinafter defined) and associated Maintenance Services and/or Professional Services ordered by Customer, their price and other applicable terms and conditions provided that such document has been :

(i) sent by Arcad to Customer and accepted by Customer, if the Software and/or Professional Services are ordered directly from Arcad. This is referred to as a "**Direct Purchase Order**", or

(ii) sent by the Reseller and accepted by the Customer if the software and/or Professional Services are ordered from a Reseller. This is referred to as an "**Indirect Purchase Order**".

"**Terms (General)**" means these terms and conditions.

"**Agreement**" means, if the Software and/or Services are purchased from a Reseller, the Terms, and, if the Software and/or Services are purchased from Arcad, the Terms and the Direct Purchase Order.



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"**Documentation**" means the technical or user documentation relating to the Software and made available to Customer by Arcad or the Reseller as well as documentation, manuals, data sheets, descriptions, and technical requirements relating to the subject of the Purchase Order.

"**Publisher**" means Arcad as publisher of the Software, or the third party publisher when Arcad is acting as a reseller of third party Software, whether such third party Software is resold directly or integrated into the Arcad published Software. Third party Software embedded in the Arcad published Software may only be used by Customer in conjunction with the Arcad published Software.

"**License (of Use)**" means the license of use as defined in Section "2. End User License" of these Terms.

"**Software**" means the object code of the computer program identified in the Purchase Order, the related Documentation, and any Versions and patches made available to Customer.

"**Royalties**" means the royalties that are due from Customer to Arcad or Reseller as agreed to in the Purchase Order.

"**Reseller**" means the Arcad-approved reseller from whom Customer has acquired a license to use the Software, in the event the license is not acquired directly from Arcad, or Professional Services.

"**Maintenance Services**" means Arcad's maintenance and support services for the Software.

"**Professional Services**" means installation, and/or training services, as indicated on a Purchase Order, provided by Arcad, if applicable.

"**Services**" means Professional Services and Maintenance Services.

"**Use**" means downloading, accessing, installing, storing, loading, running or otherwise using the Software. Terms derived from the term "Use" such as "Utilize" have the same meaning.

"**Release**" means a version of the Software provided as part of the Maintenance Services, including an error correction update, patch, enhancement or improvement to the Software developed at Arcad's sole initiative. New modules are never included in these Releases.

2. End User License

License Grant. Subject to these Terms, upon confirmation of the Purchase Order by Arcad (or its Reseller), and in consideration of payment of the Royalty Fee(s), Arcad grants Customer a limited, revocable, non-exclusive, non-assignable, non-transferable right to Use the Software for its internal purposes (the "**License Agreement**"), under the terms and conditions specified in the Agreement. The License Agreement is exclusively granted and provided to the specific Customer only. It may not be shared, installed, or Used by any other entity or organization, except with the prior written consent of Arcad.

The License Agreement is granted for an initial term of twelve (12) months or such other period as may be specified in the Order Form. Upon expiration, the License Agreement will be automatically renewed for successive twelve (12) month periods, unless either party notifies the other party of its intention not to renew the Agreement at least three (3) months prior to the end of the current contractual period, and unless terminated early as provided herein.

The License to Use is subject to limitations and restrictions specified in the Purchase Order, in addition to those set forth in these Terms. Customer shall not Use the Software beyond such limitations and restrictions.

Copies. Customer may only install the Software and Use it for its own internal purposes on the machine indicated in the Purchase Order. Customer may, if necessary to preserve the Use of the Software, make a backup copy of the Software, in object code, ensuring that the proprietary notices indicating that Publisher(s) is/are the owner(s) appear on said copy.

Restrictions. All rights not expressly granted to Customer in the Agreement are prohibited.

The Customer shall not, and shall not permit any third party to:

- Reproduce, copy, modify, sublicense, rent, lease, sell or translate the Software, or any copy thereof, except as expressly provided for in the Agreement or as expressly authorized in writing by Arcad ;
- Transfer, subcontract, assign any rights to the Software to any other person or entity, except as expressly authorized in writing by Arcad;
- Make available to third parties all or part of the functionality of the Software and/or Use the Software to process or authorize the processing of data of a third party and/or Use it to provide services on behalf of third parties, in any form whatsoever, including but not limited to: desktop modules, ASP (application services provision) or SaaS (Software as a Service) ;
- Modify, alter or delete any proprietary notice, trademark, sign or other indication incorporated in the Software;
- Export the Software to any country, to the extent that the country requires an export license or other governmental agreement, without first obtaining such a license or agreement.

The Customer acknowledges that the Software is covered by the copyright of the Publisher and contains confidential business secrets of the Publisher. Customer is therefore prohibited, to the extent permitted by applicable law, from converting the Software to another programming language or format, reverse engineering, disassembling or decompiling the Software, attempting to reconstruct, identify or discover the source code, underlying ideas, user interface techniques or algorithms of the Software, or creating derivative products / services of the source code, in whole or in part.

Interoperability. An exception is made to the above prohibition on reverse engineering to the extent permitted by applicable law and where such action is necessary to obtain the information necessary to make the Software interoperable with any other software for use in accordance with the terms of its Documentation and its purpose. Such action may be taken by Customer only if such information is not readily available and Arcad has received a written request to provide such information and has materially failed to provide it within a reasonable time. Customer shall maintain a strict duty of confidentiality with respect to such information. Customer shall take all reasonable precautions to prevent unauthorized, improper use or disclosure of the Software.

Maintenance Services. The Maintenance Services provided by Arcad are described in Section 3 and Appendix 1 of these Terms.

Access to and Use of the Software. Customer shall keep confidential any access code or other identifier used to access and/or download the Software. Customer will be liable and may be prosecuted for any acts or omissions of users whose access to the Software is permitted by the Customer. The Software

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may contain license protection keys or other technologies designed to limit access to the Software in accordance with the terms and restrictions of the Agreement. Customer shall not, directly or indirectly, circumvent and/or attempt to circumvent and/or defeat and/or attempt to defeat such protection.

Third Party Use of Software. Customer may authorize a third party to Use the Software if such Use is made on behalf of Customer, for Customer's internal purposes and in accordance with the terms of the Agreement or the Purchase Order. Customer shall be liable and may be sued for any breach of the Agreement by any such a third party for whom Customer warrants compliance with the terms of the Agreement.

Open Source Components. Customer acknowledges that the Software may contain or consist of certain integrated third party open source software products ("Open Source Components"). Such Open Source Components, if any, are identified, and subject to special license rights and/or conditions as set forth in the Documentation and/or in an installation file or similar accompanying the Software ("Open Source Notices"). In the event of a conflict between the terms of use protecting such Open Source Components and the General Terms and Conditions, the terms of use shall prevail over the General Terms and Conditions. The warranty set forth in Section 7.1 of this Agreement and the Maintenance Services apply to Open Source Components when such Open Source Components are used integrated with the Software. However, no warranty is provided by Arcad when Open Source Components are used by Customer independently of the Software.

3. Services

Term. Maintenance Services are provided for the duration of the License Agreement.

The duration of the Professional Services is set forth in the Purchase Order.

Terms. Arcad will use its best endeavours to perform the Services in accordance with the Agreement. Arcad does not undertake any obligation of result, including performance of the Services.

Deadlines are indicative. Delay in relation to a date or a deadline cannot in any case justify a breach of the Contract, nor give rise to penalties, unless otherwise expressly mentioned in the Purchase Order accepted by Arcad.

The supply of Services by Arcad to the Customer is conditioned with respect to its contractual obligations by the Customer, and in particular with respect to the payment conditions as well as the limits of Use of the granted License (with regard to the number of users or workstations in particular).

The Customer must, within the framework of the Services, stipulate one or more privileged SME Subject Matter Experts (the "SME"). This person or these persons must have sufficient technical knowledge to be able to and productively interact with Arcad's teams. For Maintenance Services, only these SME's should have access to Maintenance Services.

Customer's Obligations and Responsibilities. Customer agrees to comply with its obligations under the Agreement. Customer acknowledges that Arcad's ability to properly perform its contractual

obligations is dependent upon the Customer's compliance with its own obligations and the accuracy and completeness of the information and materials provided by the Customer to Arcad.

Any delay or failure in the execution of its obligations by the Client will have the effect of extending the planned completion deadlines. Arcad also reserves the right, in such a situation, to invoice the Client, who undertakes to pay the corresponding invoices, for any additional charges incurred by Arcad.

Authorizations. Arcad is not in charge of obtaining the licenses and/or authorizations if necessary, required by the applicable regulations or resulting from the rights of third parties such as the holders of rights on the information system on which Arcad must intervene or with which it must interface within the framework of the provision of the Services. The Customer commits himself to obtain the licenses and/or authorizations if necessary, required.

Penalties. If Arcad accepts penalties for the provision of Maintenance Services, such penalties shall be exclusive of any other remedy for the same purpose. The aggregate total of the various penalties that may be due under the Contract shall in no event exceed, per month, regardless of the nature and justification of the penalties, ten (10) percent of the total amount paid by the Customer to Arcad for the Service in question for the month concerned.

Acceptance of Professional Services. Unless otherwise stipulated in the contract, the Professional Services shall be deemed to have been approved without reservation if they have not been contested in writing within ten days of their completion, unless otherwise specified in the Purchase Order. Acceptance shall also result from the Customer's decision to use the Software, in particular in order to put it into productive operation, in whole or in part, if this decision is made before the expiry of the aforementioned period.

4. Reseller

If Customer purchases the Software from a Reseller, Customer acknowledges that :

- The Fees, as well as the terms of payment and delivery of the Software and Services, shall be agreed directly between the Reseller and the Customer, in a document separate from these Terms;
- The Terms and Conditions constitute the entire agreement between Customer and Arcad concerning the terms of the license to the Software. A Reseller is not authorized to make commitments of any kind on behalf of Arcad;
- The terms and conditions of any order or other agreement entered into between the Customer and the Reseller shall not in any way be binding for Arcad;
- Arcad makes no commitment or warranty regarding the services provided by the Reseller;
- Reseller shall not grant any rights whatsoever with respect to the Software other than those set forth in these Terms;
- Customer's failure to pay any amount due to the Reseller for the rights of Use hereunder entitles Arcad to terminate the Agreement by operation of law.

5. Price

Fees and Prices for Services. In consideration of the License granted hereunder, Customer shall pay Arcad, or a Reseller, a Royalty Fee in accordance with the terms of the applicable Purchase Order. Unless otherwise provided in the Purchase Order, the Fees cover the provision of Maintenance Services.

Prices for Professional Services are set forth in the applicable Purchase Order.

The price of the Services and the License Fees are automatically revised upwards on each anniversary date by three percent (3%), except for multi-year licenses for which the revision will be made at the time of the renewal.

Prices are exclusive of taxes. It is the responsibility of the Client to pay, in addition to the price agreed with Arcad, all taxes, duties and fees of any kind, as well as any similar charges that may be due. The applicable VAT (Value-Added Tax or local State Sales Tax) is the one in force at the time of the Purchase.

Billing and payment terms.

Arcad will invoice amounts due, in arrears, at the end of the current period so that payment is effective no later than the beginning of the new period. All invoices issued under a Direct Purchase Order must be paid by Customer to Arcad within a maximum of thirty (30) days from the date of invoice.

Arcad will invoice for Professional Services as they are performed, unless otherwise specified in the Purchase Order.

Without prejudice to any other rights or remedies of Arcad, Arcad may, in the event of non-payment by the Customer of an undisputed invoice within fourteen (14) days from the due date, immediately suspend the performance of its obligations or terminate the Contract without liability.

Any delay in payment shall give rise to the payment by the Customer of interest on arrears calculated on the basis of a rate equal to three times the legal interest rate, calculated and accumulated from the first day of delay.

For any unpaid sum on its due date Arcad will be entitled to charge a fixed indemnity of 40 euros for collection costs, as provided for by article D. 441-5 of the French Commercial Code. If the collection costs incurred were higher than the amount of this fixed indemnity, the customer would be moreover indebted for the costs incurred by Arcad to receive payment.

If Customer disputes any part of the invoice on legitimate grounds, Customer is only entitled to suspend payment of the disputed part until the dispute over that part is resolved. In no event shall Customer suspend payment of the undisputed portion of the invoice.

Audit/Verification. Customer agrees that Publisher may, during the term of the Agreement and for a period of three (3) years after the expiration or termination of the Agreement, audit or cause to be audited the terms of Customer's use of the Software under the Agreement. The Publisher's employees and its auditors, and who shall undertake to comply with the security and confidentiality obligations and procedures reasonably required by the Customer, are authorized to audit the Customer's use of the Software and generally the Customer's compliance with its obligations under the Agreement (at

least once a year in accordance with the Publisher's standard procedures, which may include an on-site and/or remote audit). In connection with such audits, the Customer agrees to cooperate with the auditors appointed for this purpose.

Without prejudice to any other rights the Publisher may have, in the event that an audit reveals that (i) the Customer is paying insufficient license fees in relation to its use of the Software and/or (ii) the Customer has used the Software in contravention of the rights granted to it in the Agreement, the Customer shall pay the sums it should have paid based on the rates applicable at the time the audit is conducted, as well as the Publisher's audit costs. Customer shall pay such amounts within thirty (30) days of written notice thereof.

6. Intellectual Property

Ownership. The Publisher, and its licensors if applicable, own all right, title and interest in and to the Software and all modifications, releases, patches, updates and enhancements thereto (including, without limitation, ownership of all trade secrets, trademarks, trade dress, logos, copyrights, patents, or other intellectual property rights therein), except for those rights expressly granted by the Publisher to the Customer under the Agreement.

The Agreement does not provide Customer with title or ownership of the Software, ideas, concepts, know-how, documentation and techniques developed by Arcad, but only a Limited Use License to the Software under the terms and conditions specified in these Terms for the purposes of Customer as defined in the Purchase Order. Customer shall keep the Software free from claims, suits and encumbrances. No license or other right in any trademark, trade name or service mark of Publisher is granted under the Agreement.

Intellectual Property Warranty. Arcad warrants to Customer that the license granted to Customer of the Software and the provision of the Services does not infringe any intellectual property right (copyright, patent right, trademark right) of any third party. Arcad will defend and indemnify Customer against all claims, actions and/or proceedings by any third party relating to any Software or Service provided by Arcad to Customer based on infringement of any intellectual property right, and will bear, subject to the terms and limitations of the "Limitation of Liability" section, all costs, expenses and damages relating thereto provided that: (i) Customer promptly notifies Arcad in writing of the claim, action or proceeding and provides Arcad with all information necessary to defend its interests; (ii) Arcad controls the defence and all negotiations of a settlement or compromise of the action (iii) Customer makes no admission or statement of any kind that would prejudice Arcad's defence; and (iv) Customer cooperates with Arcad in the defence or settlement of the action.

Arcad will pay, within the limits set forth in the "Limits of Liability" section, (i) any damages that Customer may be ordered to pay by a final and binding court decision based on a finding of infringement attributable solely to Arcad or (ii) any damages that Customer may be ordered to pay by a settlement agreement entered into in connection with the foregoing, provided Arcad is a signatory to the agreement or has agreed in writing to the amount of the award and the terms of the settlement agreement.

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If an action as described above is initiated or appears to be about to be initiated, Arcad may, at its option, modify or replace the disputed Software or obtain the right for Customer to continue using the Software and/or Services. If neither of these remedies is available, Arcad may terminate the Agreement by operation of law, without recourse to the courts, effective immediately, Arcad will refund Customer *a pro rata* portion of the remaining right to use the Software.

Arcad assumes no liability for any intellectual property infringement claim arising out of or relating to :

- any modification, customization, enhancement and/or other alteration of any kind made to the Software, in whole or in part, by the Customer and/or any third party where such action is the cause of the allegation of infringement;
- in the event of unauthorized use of the Software or use of the Software beyond the terms granted to Customer under the Agreement;
- in case of Use of a Version of the Software which is not maintained any more or any non implementation by the Customer of a Version made available by Arcad and which would have made it possible to avoid such a breach of intellectual property / counterfeit;
- in the event of Use, operation, or combination of the Software with programs such as customizations or development of interfaces, data, equipment, or materials not provided by Arcad, if the claim of infringement would have been avoided by Use of the Software without Use with such programs, data, equipment, or materials,
- in case of integration in the Software of any element and/or information provided to Arcad or made available by the Customer and/or used by Arcad upon authorization of the Customer;
- if the Customer continues any alleged infringement activity even though it has been informed and provided with modifications to the Software to avoid any alleged infringement; or
- software under a free or open source license or any other third party code integrated into the Software and subject to specific conditions made available to the Customer.

In each of these cases Customer will reimburse Arcad for all costs, losses and damages of any kind arising from any third party action against Arcad.

The preceding provisions frame Arcad's responsibility towards the Customer in terms of infringement of intellectual property rights.

7. Warranty

7.1. Software Warranty

Limitation of Warranty. Arcad warrants that the Software conforms to the applicable Documentation for a period of ninety (90) days from the date the Software is made available to Customer.

Arcad's sole obligation under the warranty is to repair or replace the Software so that it conforms to the Documentation. In the event of non-conformance of the Software, Arcad or Reseller, as the case may be, may also, as a last resort, terminate the Agreement and refund the Royalty paid.

The above obligation of Arcad is the Customer's sole remedy with respect to the warranty. This warranty is conditional upon Customer sending Arcad written notice during the warranty period detailing the non-compliance.

The warranty does not apply:

- If the Software has been altered, modified, adapted, unless done by Arcad or expressly and specifically authorized and validated by Arcad;
- If the Software has not been installed, used or operated in accordance with the Documentation or instructions provided by the Publisher or Reseller;
- If the Software has been installed on a computer hardware, operating system or environment other than those indicated by the Publisher as being compatible with the Software;
- If the Software has been used for a purpose other than that for which it was created;
- In case of failure caused by components or technology on which the Software is installed and/or by programs used in conjunction with the Software;
- Has difficulties that the Customer cannot reproduce in a configuration that conforms to the Publisher's specifications;
- When the Software has been subjected to abnormal physical or electrical stress, negligence or accident;
- If the Software is licensed as part of a beta version, evaluation version, or for testing or demonstration purposes, or for any similar situation for which Arcad or the Reseller has not received payment;

Versions of the Software other than the most recent Version or one Version previous to the most recent released Version. Major Release (n), as well as on the Major Release (n-1).

Except as set forth in the Agreement, and to the extent permitted by applicable law, there are no other warranties, express, implied or statutory, given by the Publisher, provided for in or arising out of the Agreement, including, for the avoidance of doubt, warranties of merchantability, quality or fitness, non-infringement, all of which are expressly excluded hereunder.

Arcad does not warrant that the Software will operate uninterrupted and error-free or that all errors will be corrected by Maintenance Services. Arcad does not warrant that the Software is compliant with Customer's environment, including Customer's hardware, software and networks. Arcad is not responsible for the results obtained from the use of the Software. Customer acknowledges that it is not Arcad's duty to advise Customer regarding compliance and obligations imposed by law or other regulations.

7.2. Warranty on Services

Limited Warranty. Arcad warrants that the Services will be performed with professional care and due-diligence. Arcad will re-perform any Services not performed in accordance with this warranty, provided Customer demonstrates such noncompliance in a substantiated and detailed manner within a maximum of thirty (30) days from the performance of the affected Service. Such re-performance shall be Customer's sole remedy and Arcad's sole responsibility for such non-performance.

Exclusions. The guarantees provided for herein do not apply when their implementation results directly or indirectly:

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Use of the Software not in accordance with the Documentation and/or the use for which the Software was intended;

-from the non-respect of technical prerequisites;

-corrections or modifications made by the Customer or a third party to the Software, including parameterization;

-the operation, malfunction or modification of any software or hardware other than the Software;

-Deterioration or accidents resulting from lack of supervision or maintenance, abnormal or abusive use or use that does not comply with Arcad's instructions and the terms of the Contract;

-in the event that the cause of the deterioration of the Software is outside Arcad's control.

If a Service is nevertheless provided by Arcad in any of the above situations, the Service will be billed at the rate applied by Arcad on the date the Service is performed.

Warranty Limitations. Customer shall in all cases promptly notify Arcad in writing of any defects in the Software and/or Services and shall provide justification for any alleged non-conformity, together with any assistance and cooperation requested by Arcad.

In order to enable Arcad to carry out the Services, Customer shall provide Arcad with all means and information to facilitate the performance of the Services. Arcad's identification of the error is subject to Customer's communication of existing documents, information and elements necessary for the proper understanding of the problem. Customer agrees to comply with the normal conditions of use of the Software and Arcad's recommendations, in particular those described in the License conditions above. The Customer shall comply with the specifications recommended by Arcad, so that requests for intervention are not caused by an environment that does not comply with the said specifications. The Customer shall not undertake any operation that directly or indirectly blocks or slows down the operations of the support service without prior approval from Arcad. Customer will ensure that the hardware on which the Software is installed is properly maintained. During the term of the Agreement, Customer agrees not to perform or authorize a third party (other than Arcad or an Arcad authorized partner) to perform maintenance on the Software.

As part of its duty to inform, the Customer is required to inform Arcad of any changes in the configuration of its computer equipment that would affect the use of the Software or Arcad's Services. Prior to any maintenance of the Software, the Customer agrees to back up its data, files, or programs contained in the Software to prevent loss or damage. Customer remains solely responsible for the security of its information and will not disclose such information except to the extent necessary for Arcad to perform Maintenance Services. The Customer is fully aware that the Maintenance Services require constant and active cooperation with Arcad. The Customer must take all security measures and procedures prior to installing the Software and prior to contacting Arcad. It is also understood by the parties that under no circumstances will Arcad be responsible for any loss or damage to information, programs, files or databases as a result of Maintenance Services.

Notwithstanding anything to the contrary, and except as otherwise provided by law, the provisions of this section express the entirety of Arcad's warranties to the exclusion of all others with respect to the Services.

8. Limitation of liability.

Customer acknowledges and agrees that it has accepted the terms of the Agreement with the understanding that Arcad's and the Publishers' liability is limited and that the agreed upon Fees and charges for the Software and/or Services have been calculated to reflect such limitation and thus represent a reasonable allocation of risk between the parties based on the economics of the Agreement.

Arcad's responsibility can only be engaged in case of fault of Arcad, proven by the Customer, to its contractual obligations in the execution of the Contract. Arcad will only be liable for damages resulting from faults that are directly and exclusively attributable to Arcad.

In no case will Arcad and the Publishers be liable for indirect damages, such as, notably, loss of profit, loss of production, market, turnover, expected profit, data or clientele, or any such indirect damage impacting third parties to the Contract, commercial prejudice, interruption of a service rendered by a person or property, damage to the image or reputation of the Client, even if Arcad or the Publisher concerned has been informed of the possibility of such damage.

The parties agree that Arcad and the Publishers shall not be liable in the aggregate for the duration of the Agreement and for all events and losses arising under the Agreement beyond the amount paid by the Customer for the License or Service that caused the loss during the twelve (12) month period prior to the event.

The Customer undertakes to make every effort to minimize the damage suffered, in particular by taking all reasonable and appropriate measures to reduce or limit the amount of such damage.

The provisions of this section shall survive the expiration and termination of the Contract for any reason.

No notice of claim may be given by the Customer against Arcad more than one year after the date on which the facts giving rise to the claim were discovered or should have been discovered.

Customer acknowledges that Arcad in the performance of its contractual obligations cannot assume or be exposed to any risks associated with Customer's business. Accordingly, Customer will indemnify Arcad against any action or claim by third parties, including members of Customer's group or Customer's customers, against Arcad arising out of Customer's business, including arising out of Customer's use of the Software.

9. Cancellation

Termination for Default. In the event of a breach by one of the parties of any of its major obligations under a Contract, the other party may, by registered letter with acknowledgement of receipt, give notice to the defaulting party to remedy the breach within thirty (30) days. If, at the end of this thirty (30) day period, the defaulting party has not demonstrated that it has remedied the breach, the non-defaulting party may terminate the Contract concerned by the breach by sending a registered letter with acknowledgement of receipt notifying the termination. Without limiting the foregoing, Arcad may

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terminate the Agreement by operation of law if Customer infringes Publisher's intellectual property rights or fails to pay the Fees due under the Purchase Order.

Consequences of Termination. In the event of termination of the Agreement with respect to the Software, Customer shall, as of the effective date of termination of the Agreement, cease all Use of the Software, uninstall or destroy the Software and any Documentation, or at Arcad's request, surrender all copies of the Software to Arcad. Maintenance Services will terminate on the effective date of termination. These provisions also apply in the event of non-renewal.

In the event of termination of an order for Services, Customer will pay Arcad the price for Services performed by Arcad up to the effective date of termination, as well as any damages or costs resulting from such termination, regardless of the billing schedule agreed upon by the parties.

No expiration or termination of the Contract or cancellation of a Purchase Order shall relieve Customer of its obligation to pay the remaining amount(s) due under the Contract.

10. Privacy

Neither party shall, without the prior written consent of the other party, use other than for the performance of the Agreement, or disclose the other party's Confidential Information during the term of the Agreement and for a period of five (5) years following expiration or termination of the Agreement.

"Confidential Information" means any information of either party, not in the public domain, relating to, but not limited to, the Software, Services, know-how, methods or document templates, products, pricing, business operations, financial affairs, technology, marketing or sales activities of either party to which the other party (the **"Receiving Party"**) would have access under the Agreement.

Information shall not be considered Confidential Information if: (i) is or becomes publicly available through no fault of the Receiving Party; (ii) was known to the Receiving Party prior to its disclosure, provided that: (a) the Receiving Party proves it by appropriate documentation; (b) it was not obtained directly or indirectly from the other party; (c) neither the Receiving Party nor any third party has breached an obligation of confidentiality or committed any other fault; (iii) that is communicated to the Receiving Party by a third party without breach of any obligation of confidentiality or other wrongdoing; (iv) that is independently developed by the Receiving Party without the use of any Confidential Information of the other party, as evidenced; (v) that is required to be disclosed by law, regulation or court order.

Each party will take all reasonable precautions to protect the other party's Confidential Information, taking at least the same level of precautions that it uses to ensure the confidentiality of its own Confidential Information.

Notwithstanding the foregoing, a party may disclose Confidential Information: (i) to any consultants, contractors and advisors who require such information in connection with the performance of the Agreement and who have entered into a nondisclosure agreement with such party, or (ii) in connection

with any legal proceeding; provided that the party disclosing the Confidential Information, unless prohibited by law, has provided the other party with reasonable notice to contest such disclosure.

11. Protection of personal data

Customer is solely responsible for the processing of personal data in connection with the Software. The Customer shall comply with any applicable personal data protection legislation and, in particular, shall be solely responsible for obtaining all necessary consents and authorizations for the processing of such data in the Software, and shall indemnify and hold harmless the Publisher in this respect.

Where Arcad collects and processes personal data from individuals within the Customer's organization, it will be permitted to do so under the terms of the data protection policy available at <https://www.arcadsoftware.com/privacy-policy/>.

12. Miscellaneous provisions

Subcontracting. Arcad reserves the right to subcontract all or part of the Services to a third party. Arcad will be able to communicate to its subcontractors all the necessary information and elements, by derogation to the terms of the article " Confidentiality " of the present. Notwithstanding the foregoing, Arcad is and remains responsible to the Customer for the proper performance of its obligations under the Contract by its subcontractors.

Non-Solicitation. Customer agrees, for the duration of the Agreement and for a period of one year following the end of the Agreement, not to directly or indirectly hire or cause to be hired any Arcad employee, consultant or subcontractor. In the event that the Customer does not comply with this obligation, the Customer agrees to pay Arcad compensation equal to the remuneration that the person concerned will have received during the eighteen (18) months preceding their solicitation.

Export and Import. Customer who exports, re-exports, imports or transfers Software or other items acquired under the Agreement assumes responsibility for compliance with applicable laws and regulations and for obtaining any required permits.

Insurance. Each party represents that it has a professional liability insurance policy with a reputable company covering its activities under this Agreement and agrees to maintain such insurance policy in force during the term of the Agreement.

Communication. Arcad may use Client's name, trademarks, logo, and contact information, as well as a general description of the supplies and services covered by the Agreement, in its presentations, client lists, case studies, and other promotional or marketing materials, including, for example, press releases, brochures, reports and statements, mailings, and electronic media.

Force Majeure. Arcad is released from its obligations in case of force majeure and other events that would make it substantially difficult or impossible to perform its obligations under the Contract, such as disturbances of any kind within Arcad, transportation delays, supply difficulties, pandemics, labor disputes, administrative measures, legislative or regulatory changes, incomplete or late deliveries from

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its own suppliers, non-performance of its obligations from a third party, including failure in the supply of electrical energy, transportation, telecommunications. Impediments of a temporary nature release Arcad from its obligations for the duration of the impediment to which is added an appropriate delay of restarting.

Waiver. Failure or delay by either party to enforce any provision of the Agreement shall not be construed as a waiver of any future enforcement of such provision.

Survival. All obligations hereunder which do not, by their nature, lapse upon termination, shall remain applicable until fully performed.

Modifications. No major modification to the Agreement by Arcad will be binding on the Customer unless agreed to in writing and signed by a duly authorized representative of the Customer.

Partial Invalidity. If any provision of the Agreement is held to be invalid or unenforceable, all other provisions shall remain in full force and effect to the extent that such invalidity or unenforceability does not render the Agreement void.

Headings. The headings of the Articles and Sections contained in the Agreement are for convenience only and shall not affect their meaning or interpretation.

Assignment. The Contract is entered into in consideration of the Customer. It may not be assigned or transferred by the Customer in any manner, in any context, to any person without the express prior written consent of Arcad. Arcad reserves the right, at any time, to assign, delegate or transfer the rights and obligations hereunder to any company in the group to which it belongs and to any third party.

Notices. Any notice, request, demand or other claim under the Contract must be in writing (by email if applicable), must refer to the Contract and shall be deemed to have been duly delivered: (i) upon receipt, if delivered personally; (ii) upon confirmation of receipt by the recipient, if the request is made by email; (iii) within five (5) business days after mailing by registered mail, return receipt requested; or (iv) within three (3) business days after deposit by international mail or email, return receipt requested. Claims shall be sent to the address specified in the Purchase Order, unless the other party has notified a change of address.

13. Disputes

Any dispute arising out of the interpretation or performance of the Agreement shall be subject to an attempt at amicable resolution. In the event of a dispute between the parties that cannot be resolved by the usual contacts of each party, each party may request in writing that a meeting be held within ten (10) days of the invitation. If the dispute cannot be resolved to the satisfaction of both parties within twenty (20) days of the date of such meeting or of the notice of the meeting in the absence of a meeting, the dispute shall be referred to the respective branches of the parties having full authority to resolve the dispute. In the absence of a meeting of the branches or an amicable resolution of the dispute within fifteen (15) days following the date of the meeting of the representatives of the

branches, either party shall be free to apply the termination provisions of the Agreement and/or to bring the matter before the relevant legal courts.

Notwithstanding the foregoing, the parties agree that a dispute relating to a breach of intellectual property rights shall not be subject to the procedure set forth above and may be grounds for immediate termination of the Agreement.

Applicable Law and Jurisdiction. The Contract is governed by French law.

Any dispute arising from the interpretation or performance of the Contract shall, after failure to reach an amicable resolution in accordance with the above conditions, be submitted to the exclusive jurisdiction of the **legal court of PARIS**, notwithstanding multiple defendants or third party claims, regardless of the type of procedure or action, even for emergency procedures or protective procedures, in summary proceedings or on petition.

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In Chavanod, on xxxxxxxxxxxx

In xxxxxxxxxxxx, on xxxxxxxxxxxx

ARCAD Software

Customer name

Ms. Marie-Céline BURLATS

Name of signatory

DAF

Function of the signatory

Signature:

Signature:

APPENDIX 1 - TERMS AND CONDITIONS OF MAINTENANCE SERVICES

Maintenance Services include:

1. Corrective Maintenance
2. Evolutionary Maintenance

These Services are provided under the conditions described below.

1. Definitions

In this Schedule, words and phrases identified by a capital letter have the meanings set forth either in the Contract or below, whether used in the singular or plural, except where it is apparent from the context or from a specific provision that such meaning is not applicable to the provision in question.

"Anomaly": means a defect in the execution of the Software that is intrinsically erroneous in relation to the expected specifications as set forth in the Documentation and/or the Purchase Order, that is repetitive and reproducible by the Customer, and that is exclusively attributable to the Software itself.

"Request " : means any request sent to Arcad by a User.

"Business Hours" means the hours from 9:00 a.m. to 5:00 p.m. on Business Days.

"Business Days" means days from Monday to Friday, excluding holidays in France, the US and Canada and India.

"Patch": means the programs made available to the Customer by Arcad whose exclusive purpose is the correction of Anomalies concerning the existing functionalities of the Software.

"ARCAD Administrator" means the person designated as such by Customer, pursuant to the terms hereof. The ARCAD Administrator is a User.

"Users" means any person authorized by the Customer to contact the Support Center. Any person who contacts the Support Center is deemed to have been authorized by the Customer.

"Major Version": means the Version designated as "Major" by Arcad. The Major Version is identified by a change in the first digit before the period.

2. Corrective Maintenance

a. Support Center

Corrective Maintenance is provided by a Support Center staffed by ARCAD consultants and available 24 hours a day, Monday through Friday on business days.

The Support Center can be reached in French during business hours and in English during other time slots.

The Support Center must be contacted by the Customer's Referrer, except in emergency situations and if the Referrer is absent.

A 24x7 support can be contracted at the request of the Customer.

The Support Center can be contacted:

- By phone:
 - US and Canada: +1 603-371-9074
 - France: +33 450 57 28 00
 - India: +91-731-007-4444
- By Internet : <https://akuiteo.arcadsoftware.com:443/akuiteo.clients/>

All Requests are recorded in the tracking software accessible through the link above. Customer can track the processing of Requests. They also receive email update notifications.

The Referrer will make the Requests as accurately as possible to help understand the Anomaly, in order to shorten the time of restart as much as possible. The Customer will implement, if necessary, the prescriptions of Arcad, in particular to allow the use of a remote control software which will allow Arcad to connect to the site to establish the diagnosis and if necessary to carry out any investigative or remedial work. If Arcad is unable to connect to the site, it cannot commit to processing the Request within the given timeframe.

The Referrer is granted access to the Support Center from the day the Support send the Software download information.

b. Implementation of Corrective Maintenance Services

As part of the Corrective Maintenance Services, Arcad provides the following services:

- taking into account and recording the Requests corresponding to Anomalies reported by the Referrer,
- analysis / investigation Anomalies,
- resolution of the Anomalies and/or proposal of a workaround and/or transmission of the information concerning the Anomaly to the R&D for the development of patches,
- delivery and installation of the Software Patches.

Any Request that falls within the scope of Corrective Maintenance can only be taken into account when the following information has been provided:

- description of the Anomaly,
- context in which the Anomaly was identified,
- terms of use of the Software,
- changes in settings or interventions that allowed the Anomaly to be identified and reproduced.

Any Request that does not fall within the scope of Corrective Maintenance is treated as assistance and will result in additional billing for consultancy or training / re-training.

The Services performed under the Corrective Maintenance are carried out exclusively by telephone, email or remote maintenance.

The Services may, exceptionally and at Arcad's discretion, result in on-site travel. Travel expenses are the responsibility of the Client.

The Customer agrees to allow Arcad, upon request, to provide remote assistance or remote maintenance, and to put in place the necessary and sufficient means to do so.

In the event that Maintenance Services cannot be provided by remote maintenance for reasons not attributable to Arcad (e.g.: non-installation of a tool or non-opening of a port at the Customer's site), Arcad cannot be held responsible for failure to meet deadlines and other obligations and the costs that may be incurred by Arcad in this context (e.g.: travel costs) will be charged to the Customer.

c. Priority level

The different priority levels of Maintenance Services and responsiveness commitments are as follows:

- "**Critical anomaly**" is a problem or defect that must be resolved in order for the Customer to continue normal operations.
- The Support Center will make every effort to provide a solution to the Customer within 2 Business Hours of receiving the call or email. Arcad will work on this Critical Anomaly until it is fully resolved or the system is operational.
- "**Serious issue**" is a problem or defect that significantly impedes production but does not prevent Customer's operations and has a significant and measurable monetary or business impact on Customer's operations. The Support Center will make "best endeavors" to provide a solution to the Customer within 4 Business Hours of receiving the call or email. The Service Provider will work on this serious incident until it is fully resolved or the system is operational.
- A "**Moderate Defect**" is a specific feature that does not conform to the Documentation, but does not prevent productive use of the License Agreement. The Support Center will make every effort to provide a solution to the Customer within 72 Business Hours of receiving the call or email. The Support Center will endeavor to ensure that a permanent resolution of the defect is provided as soon as possible.
- "**Minor Anomaly**" is cosmetic production issues and general test system issues that do not affect production system availability, online transaction processing, or have a significant financial impact to the Customer. This severity level will also be used to classify general

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technical help desk calls. The Support Center will respond to the Customer within one (1) week after a Minor Defect has been reported. It will endeavor to ensure that a permanent fix is provided as part of the next release.

The deadlines indicated herein only run from the time the Support Center receives all the information describing the Anomaly precisely. In the event that the Support Center requests additional information from the Customer (more precise description, sending of data, screenshots, etc.) or interventions from the Customer (implementation of a Patch, update of the operating system, tests on another workstation, etc.), the Customer's request is "frozen" until the Support Center receives the expected information or until notification of the completion of the interventions.

The classification of the Anomaly is ultimately decided upon by Arcad.

3. Evolutionary Maintenance

As part of the Evolutionary Maintenance, Arcad informs the Customer of the availability of a Version and makes it available to the Customer if he requests it.

Arcad may install the Version if requested by Customer. The installation service will be billed specifically, in accordance with Arcad's applicable rates or as agreed upon between Customer and Arcad.

It is understood that additional modules are not provided as part of the Contract but are marketed separately.

Additional modules require a new license and service agreement.

Before installing any Version, the Customer must make a full backup of all programs and files, so that he can restore his system if the Version causes destructive or undesirable side effects.

Arcad is not responsible for the destruction of files or anomalies consecutive to the installation of the Versions. In the event of an anomaly noted on a Version of the Software, it will try to bring the corrections necessary to the operation of the aforementioned Version in accordance with its functionalities.

The Customer has the possibility to make an RFE (Request for Enhancement) on the website <https://akuiteo.arcadsoftware.com:443/akuiteo.clients/> by adding an RFE ticket. The requests are analyzed regularly and the Customer will be informed of the follow-up of his request by email.

The decision to consider all or part of the Upgrade Request is entirely at Arcad's discretion. Arcad is not required to provide any justification or explanation to the Customer as to whether or not a Change Request will be fulfilled.

Arcad can in this context submit to the Customer an estimate for the realization of the RFE, being specified that Arcad can propose to the Customer to take charge of a part of the development effort.

If Arcad decides to carry out independently all or part of the RFE, it informs the Customer, it being understood that Arcad does not take in this framework any commitment to achieving a perfect end

state or perfect functionality. The RFE which would be carried out within this framework will be, if Arcad estimates that the quality is sufficient, integrated into a later Version / Release of ARCAD products.

The Customer acknowledges and accepts that they cannot claim any rights on the RFE which would be carried out by Arcad under the conditions provided for in the present document, whether it is intellectual property or other, except for a standard and non-exclusive right of use on the Version under the terms of the Maintenance Agreement, unless otherwise mentioned in the above-mentioned estimate.

4. Miscellaneous provisions

- Customer portal

The Customer benefits from access to the customer portal which allows them:

- to access the history of its licenses,
- to download the Updates and Versions as well as the Patches, if any made available by Arcad
- to calculate the temporary keys for all the Software.

- Change of equipment

The Customer may request under the Maintenance Services to change the hardware on which the Software is installed.

This request must be formalized by the Customer who must complete the form available online on Arcad's website called "Commitment not to use the licenses following a change of machine".

Arcad will provide the necessary information to make the change.

The License granted for use on the original hardware (or on the previous hardware if there has already been a change) applies to the new use, it being understood that in this case the previous version must no longer be used by the Customer, the corresponding License being automatically terminated.

- Consequences in the absence of Versions

Maintenance Services are provided only on the Major Release (n), as well as on the Major Release (n-1).

Any Maintenance Service that would be provided on a previous Version could give rise to additional charges by Arcad (e.g.: additional charges related to the installation of a Version under these conditions).

No warranty is given by Arcad on the Maintenance Services that could be provided in this framework.

- Continuity of Maintenance Services

Maintenance Services shall be continuous. If, after having terminated the Maintenance Services, under the conditions provided for in the Contract, for any reason whatsoever, the Customer wishes to benefit from these Services again, it shall compensate for the period of interruption at the maintenance rate in effect on the date of the request, this period being capped at 3 years.

5. Financial arrangements

The Maintenance Services therefore cover:

- Corrective Maintenance of the Software - limited to the Requests corresponding to Anomalies,
- the Evolutionary Maintenance of the Software - limited to the provision of Versions, under the conditions provided herein.

Any other service (user assistance, Request not corresponding to an Anomaly, etc.) provided by Arcad will be invoiced monthly on a time spent basis, based on Arcad's hourly rate applicable on the day of invoicing.

Any costs, in particular telecommunication costs, related to the installation and/or use of the Maintenance Services shall be borne by the Customer.
