

INTEMPORA S.A. SOFTWARE LICENSE

1. LICENSE AND USE

Intempora S.A, (the Company) and the Customer (Customer) agree that these Terms and Conditions apply to the licensing of The Company's software, the related documentation, some components and/or modules (The Software) as described herein.

All licenses become valid upon delivery to Customer as per Article 4. hereunder.

The Company hereby grants a single, non-transferable and non-exclusive license to use The Software. The Software is licensed solely for Customer's internal use, including the provision of data processing service to others in the normal course of Customer's business, excluding the use by a third party. No rights to sublicense or distribute the Software are granted. All rights not specifically granted to Customer by this license shall remain in The Company. The Company may include features in the Software which restrict a) unlicensed use or b) use of the Software or related data after license expiration.

The Software may be used by Customer only on one Equipment at a time. Nevertheless, Customer can transfer the Software from one Equipment to another one provided only one copy of the Software is installed at any time.

Customer may duplicate the Software for backup, provided that the single copy includes all of the copyright or proprietary notices of the original.

The license granted herein does not include any maintenance services or software updates.

2. RIGHT LIMITS

By accepting the present terms and conditions, Customer agrees to use the Software rightfully and to prevent any non-explicitly authorized usage of it, among which:

- Violation of the recommendation and specifications as written in the user's manual and more generally in the available documentation;
- To use or copy the Software beyond the rights granted through this Contract;
- To correct or let correct by third parties the possible bugs or errors of the Software without preliminary written agreement from The Company;
- To lend or give access to the Software by any means including through the web;
- To transmit or deploy the Software by using a network including the web;
- To clone, reverse assemble, or reverse compile any part of The Software or adopt any part of The Software as its own. Customer is licensed to only use the binary format of the Software;
- To translate, adapt, arrange or modify the Software.

« **Runtime** » **Software.** Some Software versions may include the word « runtime » in their description. Customer will limit the use of these "Runtime" Licenses to the deployment of

applications otherwise developed thanks to the Software. Customer will prohibit any other use of it (mainly, but not exclusively, for application development and tests).

“Demo License”. Some Software version may include the word « Demo » in their description. Customer agrees to limit its use of such version to the test and evaluation of the Software exclusively and prohibit any other use of it, especially for business purposes. This version can be used during only one (1) month after installation, unless otherwise agreed.

“Education License”. Some Software version may include the word « Education » in their description. Customer agrees to limit its use of such version to the purpose of education and experiments related to education exclusively and prohibit any other use of it, especially for projects financed through third party grants of any type and business purposes.

Site License. Should The Software be installed on a server and used through a network or not, the “Site License” is agreed for a maximum number of simultaneous running Software. The License is conceded for a specific agreed geographical location. Customer will make sure the Terms and Conditions of the present Contract are respected.

3. SUPPLEMENTARY CONDITIONS

Price payment. The right to use the Software is granted only after full payment by Customer of the agreed price.

Equipment. The right to use the Software is provided to Customer for single Equipment (except for Site Licenses, see above).

Software Protection. The Company retains the right to protect its Software by one or several convenient means either hardware or software based.

Those means contribute to the fulfilment of some or all of the terms and conditions of the present Contract. They do not intend to provide, directly or indirectly, any supplementary right beyond the Contract terms and conditions.

Interoperability. Should Customer wish to get information in order to interface the Software and/or complete the Software to allow its use with other software, provided they remain in the Software's purposes, Customer commits, before any such work is begun, to submit the issue to The Company. The Company may wish to charge a reasonable amount of money to provide the information and its participation in the development, and this price will be mentioned in an exhibit to the present Contract or any other document referencing this Contract.

Other. Any part of the Software included in another software remains submitted to the present terms and conditions.

Any use under conditions different from those agreed in the present Contract will need the signature of an exhibit and may include a supplementary charge to Customer.

The respect of the present terms and conditions is an essential condition of the acceptance by The Company of this Contract License with Customer.

4. DELIVERY; INSTALLATION

Delivery. The Software is deemed delivered fifteen (15) days after date of expedition, duly notified to Customer by any appropriate means.

Installation. Customer installs the Software on the Equipment as per the instructions given by The Company. The Software is deemed fully installed when Customer accepts the license at

installation time and continues the installation procedure. In case The Company installs the Software in lieu of Customer, the date of installation is the delivery date.

Conformity. The Software is deemed respecting its specifications as described in the Documentation fifteen (15) days after installation.

5. WARRANTIES

The Company warrants the Software during three (3) months starting from the delivery date of the Software.

Following the warranty, The Company commits to correct, free of charge, all the Software bugs. Nevertheless, any possible travel fees related to The Company's personal in charge of solving these problems will remain at Customer's charge and be invoiced on a per-cost basis.

In order to facilitate the problem resolutions, Customer will provide to The Company all the Software messages, bug descriptions and contextual information.

When necessary, The Company will provide Customer with installation of an upgraded version of the Software including the corrections and, eventually, the corresponding documentation updates.

This warranty excludes problems caused by acts of Customer or causes external to the Software. It also excludes consequences of the Software running on another Equipment than the one agreed in this Contract. Any additional standard warranties offered by The Company for any Software and effective on the delivery date will be made available to Customer.

The support requested by Customer within this warranty's frame which would reveal no bug from the Software would be invoiced to Customer as per The Company's price list plus additional fees if incurred.

The Company retains the right to correct the bugs at any time.

Following the warranty period, a maintenance contract shall be signed between Customer and The Company.

6. WARRANTY; DISCLAIMER

Upon delivery of the Software, The Company warrants the conformity in all material respects to the specifications in The Company's published documentation. If the Software does not meet these requirements, and The Company is notified within thirty (30) days after installation, The Company will repair the affected Software. This warranty excludes problems caused by acts of Customer or causes external to the Software. Any additional standard warranties offered by The Company for any Software and effective on the delivery date will be made available to Customer.

Customer is responsible for the selection of Software to achieve its intended results, use of Software, and the results obtained there from.

THE ABOVE WARRANTIES ARE THE COMPANY'S ONLY WARRANTIES AND ARE IN LIEU OF ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THE ABOVE REMEDIES ARE THE EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY. THE COMPANY WILL NOT BE LIABLE IN ANY EVENT FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY LICENSE OR THE PERFORMANCE OR USE OF THE SOFTWARE. IN ANY EVENT, THE COMPANY'S MAXIMUM LIABILITY UNDER ANY LICENSE FOR ANY REASON SHALL NOT EXCEED THE TOTAL

AMOUNT PAID BY CUSTOMER FOR THE APPLICABLE COMPANY SOFTWARE, LESS REASONABLE DEPRECIATION.

7. TITLE; INFRINGEMENT

Title to Software is and remains in The Company.

This License Contract doesn't transfer any intellectual property rights of any kind to Customer. The Software remains The Company's property independently of its language, media or used language.

Customer will not sell, exchange or provide a usage right to a third party, even if free of charge, following the rights that have been granted to it through this Contract.

Customer shall take all necessary steps vis-à-vis its employees or third party's in order to respect The Company property rights. It will notably prevent the use of the Documentation or the Software outside its premises.

Customer will not put off or modify the property information displayed on the Software.

Customer will allow The Company's representative to visit its premises, on a yearly basis, during working hours, with a seven (7) calendar day preliminary notice in order to verify the Software is used in agreement with this Contract.

The Company will ensure the defence or settlement of the case should a third party pretend the Software infringes property rights, provided that Customer gives The Company prompt written notice of the claim, permits The Company to control the defence or settlement thereof and cooperates fully with The Company's defence or settlement. In the defence or settlement of a claim, The Company may, at its expense and option: procure for Customer the right to continue using the Software; replace or modify the Software so it becomes non-infringing; or if neither of these is practical, accept return of the infringing Software and reimburse Customer an amount less or equal to the paid-up license fee.

The Company will not be liable to Customer for any claim that is based upon use of Software in modified form or in connection with software not approved by The Company, or in a manner for which the Software was not designed. The foregoing states The Company's entire liability with respect to infringement claims.

Nevertheless, The Company will not ensure any of the above obligations if:

- Customer uses a non-current version of the Software and said version would have prevented the infringement action;
- The Software is being used or combined with software or data not provided by The Company.

8. CONFIDENTIALITY; NON-DISCLOSURE

Customer acknowledges that the Software is proprietary and shall remain the property of The Company. Customer will not disclose or make available to any third party any Software or related information, in any form, except to its employees for purposes specifically related to Customer's use of the Software in accordance with this license. Customer shall take appropriate action by instruction or signed agreements with such employees to satisfy Customer's obligations. Customer shall maintain records of the location of each original and copy of Software and shall provide such information to The Company on request.

The foregoing non-disclosure provisions apply to all software delivered by The Company (including any diagnostic software) and shall survive any termination or cancellation of any Software license.

The Company may communicate other business or technical information. If such information is identified at the time as proprietary, Customer will guard its confidentiality of its own proprietary information, but at least using reasonable care. This obligation will continue for five (5) years after receiving the information.

Nevertheless, Customer explicitly authorises The Company to refer to his name for its communication and marketing actions.

This clause shall survive any termination of the present License Contract.

9. DURATION OF THE CONTRACT

This Contract commences the day it is accepted by Customer. Unless otherwise specified, there is no termination date.

10. TERMINATION

Any Software license may be terminated by Customer at any time provided full payment is made by Customer.

The Contract will be terminated by The Company in case of failure by Customer to perform any of its material obligations, provided that a responsible cure period has been allowed.

Upon termination of any Software license, Customer shall promptly, i.e. within fifteen (15) days, return to The Company all copies of Software, or certify in writing to The Company that all copies have been destroyed, including all copies which Customer has modified and/or merged into other computer program material.

11. GENERAL

The Contract is governed by the laws of France.

In case of dispute not amicably settled, the elected jurisdiction is the Tribunal de Commerce of the place of incorporation of The Company.

Any change in the conditions under which the Software is used will be notified through an exhibit to this agreement which will also display the financial consequences of such new conditions.

All pre-printed clauses on Customer's order forms are deemed deleted. These Terms and Conditions constitute the entire agreement of the parties, supersede any prior understandings relating to the subject matter, and may be amended or supplemented only in a written agreement signed by The Company and Customer.