TERMS AND CONDITIONS OF SOFTWARE MAINTENANCE

Clause 1 Scope

These Terms and Conditions define the terms and conditions and content of the maintenance services provided by Vector France SAS (hereinafter referred to as 'Vector') and subscribed by the customer in relation to the software tools for which the Vector has granted the customer a licence (hereinafter referred to as the 'Software' or 'Software Tool(s)').

The maintenance contract is comprised of these Terms and Conditions, the offer made by Vector, the customer's order and Vector's order confirmation.

By placing an order, the customer fully accepts these Terms and Conditions.

No departure from or reservation made with respect to these Terms and Conditions by the customer in an order shall be agreed to without Vector's express agreement provided in the order confirmation.

1.1   Maintenance includes, without limitation:

- Software support (corrective maintenance), which consists in the remedy of defects,

- Monitoring (ongoing maintenance) of the updated versions of standard Software Tools via e-mail, letter, FTP server or other process chosen by Vector,

- Secure, password-protected access to the **www.vector.com** website in order to download updates and/or interfaces,

- Where necessary, telephone assistance to formulate error messages during Vector's office hours (from Monday to Friday, from 9:00 am to 5:00 pm, Paris time).

All of these services shall be provided in return for a fixed fee payable to Vector.

Maintenance services shall be provided after the tools for which the services are provided have been installed.

1.2   The maintenance service shall not apply to any other service requested by the customer and will be paid for separately, as appropriate. The maintenance service notably excludes the following:

- services relating to the remedy of defects caused by the customer's incorrect usage of the Software or change made to the Software by the customer without Vector's permission;

- services which do not relate directly to the Software;

- the recreation of data files that have been accidentally destroyed;

- backup files and software parameters; changes or add-ons relating to the Software requested by the customer;

- changes or add-ons relating to changes in applicable regulations or changes made to the physical configuration of the customer's workstations;

- services required on account of a failure to comply with the specifications, procedures, safety and precautionary measures and warnings contained in the Software documentation;

- training, installation services, advice and assistance, including the assistance referred to in clause 7 below;

- travel to and services provided on the customer's premises.

Any of the above services requested by the customer shall be invoiced separately.

Clause 2 Term

Maintenance services shall be provided for a period of twelve (12) months as from the date on which the customer subscribes to the maintenance service offered by Vector.

Clause 3 Remedy of defects

3.1   Defects are defined as deviations from the features defined by Vector the Software Tool shall possess depending on the current version thereof or that should be available for use in accordance with its intended purpose and documentation.

3.2   The duty to remove defects as a specified performance and to provide telephone support shall relate to the most recent standard Software provided by Vector. Support for the preceding versions shall end six (6) months after the release of the latest version.

3.3   In order to implement the maintenance services, the customer must promptly provide Vector with information that will enable it to recognise the defect, by e-mail with an electronic acknowledgement of receipt. In particular, the customer undertakes to provide Vector upon request with an accurate description of how its hardware and software were configured when the defect first occurred.

The customer shall allocate the time required to record the corrections made by Vector or install the replacement Programs provided by Vector.

3.4 A precondition for Vector to provide a maintenance service shall be that the defect is reproducible on its own equipment.

3.5 Vector shall render the performance either by removing the defects or delivering a replacement Software Tool, at its option.

3.6 In the event of defects which seriously impair use of the tool, Vector shall provide a workaround solution, if necessary, so that the defect no longer has a serious impact. If a defect is considered minor, Vector shall remove it as part of the day-to-day maintenance service provided for the current version of the Software

3.7 No maintenance service shall be provided if the customer modifies the Software itself or assigns a third party to work on the Software after the defect has come to light.

3.8 Vector may request reimbursement for its own expenses in the event Vector performed work based on receiving notice of an unjustified defect

Clause 4 Updates of programs under maintenance

4.1 Vector undertakes to supply the updated versions of the standard Software Tools and the corresponding documentation recorded on an electronic support after they have been approved. Modified sections shall be provided on paper. The above shall not apply to extensions such as new functionalities Vector offers separately, as new programs. The customer shall test updated versions before the customer uses them for productive purposes.

4.2 In the event the manufacturer of the system software (or operating system) necessary for use of the Software Tools for which Vector performs maintenance and support releases a new version of the system software under a maintenance agreement with Vector, Vector shall examine after the availability thereof whether such version works properly together with the Software Tools under maintenance. If that is the case, Vector shall Vector shall approve the new version of the software system.. Otherwise, Vector shall adapt the Software Tools to the further developed version of the system software within a reasonable period.

4.3 For system software whose manufacturers do not offer updates within the framework of maintenance and support performances, instead offering new generations for sale from time to time, the following shall apply: In the event the manufacturer offers improvements (e.g. service packs), Vector shall act in accordance with clause 4.2 above.

In the event the manufacturer offers a new generation, , Vector may offer to adapt its Software Tools to this new generation of system software with due regard for users' requirements. In this case, Vector shall update the Software Tools solely on that basis and subject to clause 4.4, paragraph 2 below.

4.4 The customer shall ensure that the customer's IT-equipment, particularly the system software thereof meets the state of technology required to operate the Software when updates are provided in accordance with clauses 4.2 and 4.3 above.

Vector shall notify the customer promptly which state of technology must be provided and the date as from which it must be put into place for maintenance services.

Unless otherwise agreed, the customer may continue to operate a generation of system software for at least three (3) years. Where applicable, Vector shall update its Software Tools until the end of said period of three (3) years solely so that said Tools remain exploitable. The said period of three (3) years shall begin on the release date of each generation of system software by the manufacturer.

If Vector is required to develop a version of Software Tools that is compatible with a new generation of system software, the said time period shall begin on the date on which the compatible version is released.

The customer shall only be authorised to install an update of the operating system once Vector has approved the Software Tools for the said new version.

The customer shall notify Vector in advance if the customer plans to install a new version of the required system software.

4.5 Clauses 4.2 to 4.4 above also apply to all other programs with which Vector's Software Tools must interact. Clauses 4.3 and 4.4 also apply to Freeware or to open source programs (e.g. Linux).

4.6 Vector undertakes to update the current version of Software Tools as required pursuant to changes in applicable laws or regulations.

4.7 The maintenance fee referred to in clause 6 below does not cover changes made in accordance with clauses 4.2 to 4.6 or changes required pursuant to laws or regulations. Such changes will require the reprogramming of the whole or part of the relevant software tools. As a result, Vector may request an additional fee in that respect.

4.8 If an update is incompatible with the previous version, Vector undertakes to make available, to the extent possible, migration tools. With respect to programs provided by a previous supplier, Vector's obligation shall only be to provide the migration tools provided by the said previous supplier.

4.9 The use of an update version as part of the maintenance service shall be governed by the Terms and Conditions applicable to the Software with which the customer undertakes to comply.

Clause 5 Tele Support

5.1 On request by Vector, the customer shall enable Vector to perform tele support (tele diagnosis, tele corrections, registration of new versions) to the extent technically possible. In concert with Vector, the customer shall at its own expense provide a telecommunication connection as needed to meet the requirements from time to time, so that the It systems can be connected. The customer shall pay for all the communication costs, unless otherwise agreed.

5.2 The customer shall be responsible for the security and privacy of the connections and electronic communications made in connection with tele support.

5.3 If the customer does not enable Vector to perform tele support, the customer shall reimburse Vector additional costs, and in any event travel time and additional costs for the correction of defects.

Clause 6 Cost of maintenance

6.1 The fixed annual fee paid by the customer in respect of the maintenance service shall be determined based on the Software for which the service is subscribed and the scope of use. Said fee may be increased during the year should the scope of the maintenance service change at the request of the customer.

6.2 The fixed annual maintenance fee is payable in advance, in euros and (unless otherwise agreed) within 30 (thirty) days from the invoicing date. Additional invoices payable within 30 (thirty) as from the invoicing date may be sent to the customer should the scope of the maintenance service change at the customer's request.

If a new maintenance contract is concluded, for a new twelve (12) month period, Vector may invoice a fee based on its price list applicable on the date the new contract is concluded.

Clause 7 Charges and payment

7.1 All assistance that is not included in the scope of the maintenance service (including in particular pre-installation support, installation and demonstrations of operational readiness, conversion of old data, instruction, training or consulting) shall be invoiced on a time-spent basis, unless otherwise agreed. Hourly rates, travel expenses and ancillary costs shall be remunerated in accordance with Vector's price list, unless otherwise agreed.

7.2 Vector may invoice monthly the assistance referred to in clause 7.1 above.

7.3 Unless otherwise agreed, invoices relating to the assistance referred to in clause 7.1 above shall be payable in euros within thirty (30) days as from the invoicing date.

7.4 Any sum not paid by Customer at the date payment is due shall, automatically and without notification, bear interest until paid at a rate of three (3) times the legal interest rate in force on the date payment is due.

7.5 The penalties referred to in clause 7.4 above shall by no means release the customer from liability for other payments and are without prejudice to the damages that may be sought by Vector to compensate for any loss sustained.

7.6 Bills of exchange and cheques shall (subject to these methods of payment being accepted by Vector) be credited subject to due payment and only their collection shall constitute payment.

7.7 If payments are staggered in agreement with Vector, any late payment shall automatically render all other instalments due and payable immediately, even if bills of exchange have been issued in respect of other payments. Vector shall definitively retain any advance payments already made by the buyer.

7.8 The customer may only rely on the system of setoffs in order to release itself from its payment obligation provided that its receivable is not disputed and that it is acknowledged by Vector and that Vector expressly agrees for setoffs to be applied.

7.9 The right to use updates of the Software Tools shall be suspended in the event of late payment.

Clause 8 Disruptions in the Performance, delay

8.1 Deadlines referred to in the order confirmation are given by way of a guide and no delay shall entitle the customer to cancel the order or grant the customer any other right whatsoever unless the parties have agreed in writing that a specified deadline must be met.

8.2 No delay attributable to Vector shall constitute sufficient grounds to terminate this contract and, unless otherwise agreed, no penalty may be claimed from Vector.

8.3 Any delay attributable to the customer which incurs additional costs for Vector may be invoiced to the customer, subject to the presentation of relevant invoices/receipts.

Clause 9 Vector's liability

Vector undertakes to provide the maintenance services with the due diligence required, in accordance with customary practices.

Vector's liability shall be restricted to direct damages only and Vector's liability shall be limited to (i) EUR 100,000.00 (one hundred thousand euros) or (ii) the contract value, whichever amount is higher.

The yearly comprehensive maintenance charge for the year, in which the damage occurs, shall be taken as the contract value.

The customer may claim for a higher maximum. Any such request shall be considered by Vector, but Vector may then require a surcharge for the aggravated risk.

Under no circumstances will Vector be liable for any indirect or unforeseeable damage or loss arising from this contract.

The parties expressly agree that an indirect loss shall include (but not be limited to) any financial or commercial loss, loss of profit, production loss, loss of data, orders or customers, harm to image and/or reputation, as well as any action brought against the customer by a third party.

Vector shall not be held liable under any circumstances for any damage or loss sustained on account of the customer's failure to perform one of its obligations or the improper use of the hardware and/or corresponding Software as compared to its intended use or the related documentation, or if the damage or loss is attributable to a breach by the customer of the user, maintenance or construction guides, inappropriate or unlawful use, improper or negligent handling, normal wear and tear or improper repairs.

The customer shall be solely responsible for the collection and processing of personal data directly or indirectly concerning it. Moreover, the customer shall be solely responsible for protecting the integrity of its data.

In any event, the customer shall be barred from bringing an action for damages under this contract twelve (12) months after the damage or loss first occurs.

The customer waives the right to take any action against Vector seeking compensation for the pecuniary consequences of any damage or loss caused to third

parties and it shall hold Vector harmless against any claims made by third parties relating directly or indirectly to the performance of the contract that arises on account of a breach by the customer of its contractual or statutory obligations.

Clause 10 Customer's reference

Unless special disapproval in writing from the customer, Vector may enter the customer's name into its list of clients together with a short description of the rendered performance.
All other advertising references that the customer is Vector's client are subject to customer's prior approval.
In case of customer's refusal, Vector shall remove any reference to the customer from its list of clients within ten (10) days.

Clause 11 Force Majeure

11.1 Vector shall not be deemed to have breached its contractual obligations if a breach occurs due to the occurrence of a force majeure event. 'Force majeure' means an unforeseeable and unavoidable event of whatever kind that is beyond the control of Vector or one of its suppliers such as a natural disaster, bad weather, act of sabotage, embargo, strike, the suspension or delay of transport services, means of communication or supply of raw materials, energy or components, or a tooling accident that temporarily or definitively renders the performance of the contract impossible.

11.2 The above list of force majeure events is not exhaustive.

Clause 12 Language of the contract

The English version of these Terms and Conditions is provided for information purposes only. In the event of a conflict, only the French version of these Terms and Conditions shall apply.

Clause 13 Severability

In the event that a provision of these Terms and Conditions is cancelled, in whole or in part, this shall not affect the remaining provisions of the Terms and Conditions. In such event, the parties shall endeavour to replace the provision that has been cancelled with a valid provision that is in keeping with the spirit and purpose of the maintenance contract.
No forbearance by Vector in relying on the application of a clause of these Terms and Conditions shall be construed as a waiver of that clause.

Clause 14 Disputes

14.1. The parties expressly agree that any dispute that may arise in connection with the interpretation, performance or termination of these Terms and Conditions shall be

referred to the courts within the jurisdiction of the Paris Court of Appeal.

14.2. These Terms and Conditions shall be governed by French law.