

TERMS AND CONDITIONS OF USE OF VECTOR FRANCE'S WEBSITE

These Terms and Conditions govern the use of the website of Vector France (hereinafter referred to as 'Vector') which is accessible via www.vector.com, www.vector-france.fr or www.vector-france.com or via any web page that begins with www.vector-worldwide.com/vf (hereinafter referred to as the 'Website').

Vector is a leading provider of software solutions and associated hardware for creating embedded systems. In this respect, Vector provides users with online services including the possibility to download software and brochures, read instruction manuals, etc. (hereinafter referred to as the 'Services').

Access to the Website and Services is subject to the unconditional and unreserved acceptance of these Terms and Conditions.

Unless stipulated to the contrary, any new characteristic that improves or increases the scope of one or more existing Services or any new Service launched by Vector shall be governed by the Terms and Conditions in force.

1. Services available on the Website

1.1. Vector's Website enables all users to download documents, articles, press releases, log reports, etc. Vector also provides users with the possibility to register online for training classes for which a schedule is available on the Website, and to request information and quotations.

1.2. Vector also enables users to download software, add-ons, updates, application notes and user guidelines and manuals.

1.3. Lastly, Vector offers users the possibility to download installation and user guidelines and manuals (hereinafter referred to as 'Member Area Services') provided that users have registered to this Area in accordance with the procedure set out in clause 2.3 below.

2. Access to the Services

2.1. The Website and Services are, in principle, available to users 24/7 subject to:

- a force majeure event as defined by the case law of the French *Cour de Cassation*;
- the availability of electronic communications networks and the Website access speed over which Vector has no control;
- occasional interruptions required in order to maintain and service the Website and update the Services.

2.2. Access to the My Vector Services is made easier when users have created a MYVECTOR personal account using the online registration form https://www.vector-worldwide.com/vf/register_fr_8212.html.

Creation of a personal account is optional, users can access to the Services without any MYVECTOR account. Users can notably access to the download Services by only giving his/her name and email address and by accepting the present Terms and Conditions (by simply ticking the designated box on the registration form).

Users are not required to personally sign a document in order to accept these Terms and Conditions; they should simply tick the designated box on the registration form.

To create a MYVECTOR personal account, users are asked to select a user ID and password (hereinafter referred to as 'Login Information').

Users must ensure that the information they provide to Vector for registration purposes is accurate and they undertake to notify Vector of any subsequent change.

On completion of the registration form, Vector will send the user an e-mail containing a URL link via which the user can confirm the creation of his/her MYVECTOR personal account.

MYVECTOR personal account is deemed to be definitively active as soon as its creation is confirmed via the aforementioned link.

2.3. In order to access the Member Area Services, users must have a MYVECTOR personal account and have a valid maintenance contract with Vector. In addition, they must request access from the Website webmaster, indicating their maintenance contract number, either via My Vector or by sending an email to webmaster@vector.com. The webmaster will then send the user the corresponding Login Information.

2.4. If the users have a MYVECTOR personal account, Services can be accessed by entering the Login Information on the following URL address: https://www.vector-worldwide.com/vf/login_fr.html.

If the users have a MYVECTOR personal account, Services are easier to access since, once the session is opened by entering his/her Login Information, all the Website forms fields will be automatically entered.

2.5. Login Information is personal and strictly confidential.

Users are entirely responsible for the retention, use and transmission of their Login Information.

It shall be assumed that all Login Information is used by or with the permission of the user.

As a consequence, Vector shall not under any circumstances be held liable for any harmful consequences sustained by the user on account of the unlawful, fraudulent or improper use of Login Information or the unauthorised use of the Website and Services by a third party.

3. Information and updates

3.1. Vector shall use its best efforts to ensure the accuracy of information on its Website. However, Vector provides no guarantee as to the accuracy or exhaustive nature of documents and content on the Website.

Similarly, Vector denies any obligation to update documents on the Website that are no longer relevant.

3.2. Vector further reserves the right to change any content on the Website and the descriptions and prices of products and services referred to in documents at any time and without notice.

Through the Website, users can access the international catalogue of Vector products, which may contain details of specific products and services that are not available in France. Users are advised to contact Vector for information on the exact

availability of products, programs and services. Under no circumstances shall information on Vector's Website be considered as an offer to form a contract.

3.3. Vector may amend these Terms and Conditions at any time. Users are therefore advised to regularly refer to the latest version of the Terms and Conditions which are available on the Website at all times.

4. Security

Website users must take all the necessary precautions to protect themselves against viruses, Trojan horses, spyware and malware and to implement appropriate measures and install appropriate software to protect their information.

Under no circumstances will Vector be liable for any loss or damage arising from transmission speeds, viruses, third-party intrusions or data or files that are lost or damaged during transmission.

Users acknowledge that Vector shall under no circumstances be held liable for damage of whatever kind that may arise due to technical maintenance operations, updates and the servicing or temporary unavailability of the whole or part of the Website and Services arising therefrom.

5. Third-party companies and products

Vector shall not incur any liability in respect of hypertext links appearing on its Website to third-party websites over which Vector has no control. These hypertext links are provided exclusively for the user's convenience.

For this reason, Vector denies all responsibility concerning such websites, including the information, software, other products and documents available on the websites, and all responsibility concerning the consequences of use of such websites.

6. Website structure/configuration

Information that is read and exchanged on the Website can be encrypted using Secure Sockets Layers (SSL).

Vector assumes no obligation and no liability with respect to the user's choice of hardware and/or service provider (Internet service provider, telecommunications operator, etc.) used to access the Website.

Vector shall not be held liable for any technical problems that may arise other than from the service it provides, such as maintenance or network problems attributable to the Internet service provider.

Users accept the restrictions and limits of the Internet, in particular as regards the transmission of information.

- The Vector Group's presence on the Internet is managed via the Cy:con content management system which enables fast and flexible updates to be made to the Website.
- The date inserted in the bottom left corner of all web pages that are not used for structuring or navigation purposes confirms how recent the information is.
- No minimum configuration is required to access the content of the Website. Pages of the Website are not optimised for a particular browser and are designed for ordinary screen resolutions, as Vector endeavours to offer an optimal Website service to all users. No plug-in is required and, if JavaScript is deactivated, the entire Website can still be viewed. Vector does not use any Java applet or Flash introduction. Users who have difficulty viewing certain elements of the homepage via their browser are asked to

write to Vector (webmaster@vector.com) and we will endeavour to resolve the problem.

7. Personal data

7.1 The Website allows the users to register and to create a MYVECTOR personal account.

Personal details gathered during the access to the download Services or during the creation of a personal account can be used to identify users during browsing and/or thus facilitate access to the Website and provide the Services.

Users may receive newsletters from Vector depending on the options selected during the registration process.

7.2. Vector will retain all personal details provided on registration forms for the duration of the business relationship and for no more than one (1) year after its last contact with the client.

Details are also retained in accordance with the statutory and regulatory obligations with which Vector must comply.

7.3. Users are advised that they have a right to access, correct and remove their personal data and a right to object to such data being used for prospecting (in particular marketing) purposes.

However, users are also advised that, due to technical reasons, should they exercise their right to have their personal data removed, they may be unable to use the Services offered by the Website.

Requests to access, rectify and remove personal details must be made in writing, signed by the person making the request, contain the address to which the reply should be sent and be posted along with proof of the person's identity to:

Vector France
For the attention of the Marketing Communications department
168 Boulevard Camélinat
92240 Malakoff

In accordance with French Decree No 2007-451 of 25 March 2007, Vector will reply within two (2) months of receipt of a request provided that the request is sufficiently specific and contains all the required information, failing which Vector will ask the person for further information.

8. Intellectual property

8.1. The entire content available on the Website (software, updates, demos, add-ons, pilots, application notes, installation guidelines and manuals, databases, images, photographs, logos, trade marks, videos, sound, texts, analyses, graphics, documentation, glossaries, etc.) as well as the general structure of the Website are protected by the French and international intellectual property laws in force, in particular by copyright, trade mark law, the law on databases and IT law.

8.2. These Terms and Conditions shall not entail an assignment or licence to use the rights to reproduce, publicly display or, generally, communicate to the public by any means the content available on the Website or its general structure (including downloadable documents, graphics, iconographic displays and photographs).

8.3. Vector solely grants users a non-transferable, non-exclusive and restricted right to access and display pages of the Website on their computers alone.

Users are strictly prohibited from using the content available on the Website, particularly from extracting, reproducing, publicly

displaying, modifying and adapting the whole or part of said content and from creating any secondary works without Vector's express permission.

8.4. The Vector trademark as well as the logos appearing on the Website are registered. Any unauthorised reproduction or public display of some or all of said trademarks, either alone or as part of other elements, is prohibited and likely to incur the user's liability.

9. Terms and Conditions of use of freeware

This clause applies to software that may be downloaded free of charge from https://www.vector-worldwide.com/vf_downloadcenter_fr.html.

Software that may be downloaded free of charge include updates, demos, add-ons and pilots (hereinafter referred to as 'Freeware').

Owing to the fact that the Freeware are available free of charge, they are provided 'as is' without any guarantee of whatever kind from Vector. Therefore, under no circumstances will Vector be liable for the Freeware made available on its Website, should they malfunction or should the standard, accuracy or appropriateness of Freeware not meet a user's specific requirements.

By downloading, installing or using Freeware, the user is deemed to have fully accepted the Terms and Conditions of Use set out in this clause.

The licence to use Freeware for an indefinite period will enable users to use the Freeware for their intended purpose, subject to the conditions below.

Apart from the licence granted to users by virtue of this clause, users are not authorised to:

- copy, print, transfer or transmit some or all of the Freeware;
- sell, hire out, sub-licence or distribute the Freeware by whatever means;
- use the Freeware to provide data processing or other services of whatever kind that are similar to those offered by Vector;
- modify the Freeware and/or merge the whole or part of the Freeware into other computer programs;
- compile, decompile, disassemble, translate or analyse the Freeware or carry out or attempt to carry out any reverse engineering other than within the strict limits permitted by law;
- create backup copies of the Freeware.

This clause shall govern all Freeware that may be accessed or used via the Website.

In the event of a breach of these Terms and Conditions, particularly this clause, Vector may automatically revoke the rights granted, without notice.

Vector reserves the right to take all appropriate measures in order to protect its rights.

10. Term

Users may access the Services for an unlimited period and cancel their registration to the Website at any time and for whatever reason.

Vector reserves the right to terminate and/or suspend access to the Website and Services by operation of law, without prejudice to the damages it may claim in the following cases:

- If a user fails to comply with an obligation imposed upon it under these Terms and Conditions;
- If a user supplies false, incomplete or erroneous information.

11. Liability

Vector shall not under any circumstances be held liable for any direct, indirect, ancillary, specific or incidental damage or loss of whatever kind (including but not limited to damage arising from a loss of profit, loss of data or business interruption) that results from the use of or the impossibility to use the Website, the results of using this Website or other websites, resources that relate to the Website or that are available from or via the Website, or for the use, downloading or accessing of elements, information, products or Services.

12. Severability

The cancellation of a provision of these Terms and Conditions in whole or in part shall not affect the other provisions hereof.

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.

13. Disputes

These Terms and Conditions shall be governed by French law. Any dispute that may arise between Vector and a business user that cannot be settled out of court shall be referred to the competent courts of Paris.

Any dispute that may arise between Vector and a private user or consumer that cannot be settled out of court shall be referred to the courts of France.