

SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

IMPORTANT - PLEASE READ CAREFULLY:

By clicking on the button "I accept the terms of the agreement", the user ("You") accepts (accept) to be bound by the terms of this License Agreement and Software Maintenance

Agreement ("The Agreement").

If you do not accept the terms of this Agreement, You must , to be refunded or to get a credit, send back to STILOG IST ("STILOG") in the shortest possible time , all copies

of the Software and all copies of the Documentation at the address indicated on the order form .

The contract consists of the Terms and Conditions and of specific tems indicated in any Order you passed that were accepted by STILOG.

1. Contractual definitions

"You" and "your" means the individual or legal entity who (that) signed this agreement ("the Agreement") and ordered the software and/or services related to Visual Planning™

to STILOG IST or one of its authorized distributors.

"Software" means the software products you ordered owned or distributed by STILOG IST, documentation and any update provided under the contract.

"Services" means the maintenance, training , hosting , consulting or any other service ordered for the implementation of Visual Planning™.

2. Contractual documents

This agreement is applicable to the order annexed thereto.

3. Rights granted

Upon acceptance of your order, you are granted a limited right for software and services ordered , exclusively for internal operations related to your business,

to the conditions specified in the related contract, including definitions and pricing rules stated in your order and software documentation. The documentation is

available online.

You can allow your agents or co-contractors to use the software for the same purpose as you remain responsible for compliance with this agreement in such case.

Services are provided in accordance with the conditions applicable to the ordered relevant services .These conditions may be modified at any time and conditions

that apply to you and how to access them are described in the order form.

Upon payment of the price, you will benefit for free ,for the term of protection of copyright ,from the non-exclusive and non-transferable right to use, exclusively for

internal operations related to your business, everything that would have been developed and delivered by STILOG IST for you under this contract.

However, certain deliverables may be subject to specific licensing conditions set out in the order form . The services provided under this contract may relate to your license

to use the software, you would acquire under a separate order. The agreement referenced in that order shall govern your use of the software .

4. Intellectual Property

STILOG IST retains ownership of the software and all the works developed by STILOG IST delivered to you under this contract, unless expressly authorized.

You are allowed to make a backup copy in case you would need to restore your system

You are not allowed to :

- Remove or alter any such property listed on STILOG IST software,
- Make software or the results of STILOG IST services available to third parties for their own activities (unless such use is expressly provided by the software license or work resulting from the services you have acquired),
- Disassembly or permit the disassembly, decompilation or reverse engineering of the software,
- Communicate the results of comparative tests of software to third parties without the prior consent of STILOG IST .

5. Warranty and Limitations

For one year after delivery , STILOG IST guarantees that software will operate as described in the documentation, on all essential points. You must notify STILOG IST

for any breach of this warranty within one (1) year after delivery.

STILOG IST also ensures that services are provided in accordance with the "state of the art" . You must notify STILOG IST for any breach of this warranty within ninety (90) days after the execution of the services listed in order form .

The above warranties are limited and STILOG IST does not guarantee the correction of all errors, nor that the software will operate uninterrupted or error-free ,nor the ability of software to meet your specific goals .

If STILOG IST does not meet the terms of the above warranty, you will only be entitled to:

- To make errors fixed or, if STILOG IST is unable to remedy to the problem at decent economic conditions, terminate the license agreement, and make you pay back the price paid for the software or unused maintenance services,
- To have defective services re-executed or, if STILOG IST is unable to remedy to the problem at decent economic conditions, put an end to such services and get a refund of the price paid for the defective services.

6. Evaluation license

You may download a trial license on <http://www.visual-planning.com> site.

You 're not allowed to use the evaluation license to provide or attend training services by third parties on the contents or functionality of the software. You will have 21 days from the date of installation to evaluate the software.

If you want to use such software beyond this 21-day period, you must purchase a license from STILOG STI or one of its authorized distributors.

If you decide at the end of the 21-day period not to acquire the license , you agree to cease using it and delete it from your computer system.

Software provided under an evaluation license is provided as is and STILOG IST provides no maintenance or warranty of any kind for this license.

7. Warranty against infringement - compensation

If an infringement action is brought either against you (the Receiver), or against STILOG IST (Provider) on the ground that information ,concepts ,specifications

,instructions,software, data or components (Component) provided either by you or by STILOG IST and used by the Receiver, violate the intellectual property rights of a

third party , the Supplier shall indemnify the Receiver provided that:

- the complaint has been notified to the Supplier within 30 days of its receipt by the Receiver or a shorter period if required by law,

- the Receiver leaves the Provider sole control of the defense and any settlement,
- the Receiver provide the Provider the information, authority and assistance, information and resources to defend or settle the dispute .

If it is determined or if the Supplier considers that the component may have violated the intellectual property rights of a third party, the Supplier may ,

at its discretion , modify the component to stop the violation (while retaining the essential functionality or purpose) or a license that will allow continued use of the component .

If none of these actions is economically acceptable ,the Supplier shall be entitled to terminate the license of the concerned component, to demand restitution,

and to pay to the Receiver and the corresponding fees paid or technical support fees paid in advance prorata temporis.

The Receiver shall not be entitled to any compensation to the Supplier if it modifies the component or if it uses as otherwise provided in the user documentation of the

Supplier, or uses one no longer marketed version, if the infringement could have been avoided by the use of an unmodified component provided to the Receiver current version.

The Receiver shall not be entitled to any compensation if the claim is based on information ,concepts ,specifications ,instructions,software,data or components not supplied

by the Supplier.

STILOG IST will not indemnify you if the claim is due to the use of component in combination with software or services not supplied by STILOG IST.

The provisions of this section are the exclusive remedy for infringement.

8. Maintenance

Maintenance services referred to in the order include the Software Updates, Product technical support and / or any other service of annual support

eventually ordered extra.

The annual technical support services ordered are performed the first year and all subsequent years to the terms and conditions valid when they are executed.

These terms and conditions are an integral part of this contract and may be modified at any time by STILOG IST.

Maintenance takes effect from the date of delivery , or if delivery is not requested from the effective date of the order .

The ordered maintenance can be renewed for periods of one year or more ,provided that you renew maintenance for the same number of licenses and

the same software.

If you choose to purchase maintenance for a license in a group of licenses ,you must purchase the same level of service for all licenses belonging to the same group.

You have the right to terminate the service for a subset of licenses provided to terminate the licenses of this subgroup .

Maintenance charges for remaining licenses will be calculated in accordance with this sub-group and with conditions and maintenance rates in effect on the date of termination.

If you decide not to purchase maintenance ,you are not allowed to update the unsupported licenses for new versions .

STILOG IST reserves the right to discontinue support for some software or some versions .

9. Cancellation

In case of breach of its basic obligations by either party, the other party may terminate this contract directly and stop the use of software and the provision of services

including technical support, 30 days after notice in writing has remained ineffective.

If STILOG IST terminates either under this Article or under the Warranty against infringement article ,all un paid invoices or items to charge

become due and payable within 30 days at most, as well as all unpaid amounts related to software and services ordered under this contract, plus taxes and fees.

10. Billing and Payment

Invoices are payable under the conditions indicated in the commercial quotation associated with their acquisition. Prices do not include taxes. Taxes

value added or other taxes and duties applicable will be charged extra.

Any invoice not paid when due shall ipso jure billing penalties.

You accept the payment obligations as stipulated in the purchase order and certify that they do not depend on the future availability of a program

or of a given release of the Software.

11. Confidentiality

As part of this Agreement each party may have access to information considered by the other party as confidential (confidential information).

Is defined specifically as Confidential Information all contractual information relating to prices and conditions as well as any information

marked "Confidential."

Is not considered Confidential Information, information that:

(a) entered the public domain before or after disclosure, but in any event in the absence of any fault of the party receiving

Confidential Information,

(b) were in lawful possession of the other party prior to the disclosure and had not been obtained by it directly or indirectly from the party who disclosed it,

(c) is received from a third party lawfully and without limitation,

(d) is independently developed by the other party.

Each party agrees to keep confidential and not to disclose confidential information of the other party for a period of three years following their

knowledge. In addition, each party agrees not to disclose confidential information to employees and agents who need it because of this

contract and the obligation to protect them from unauthorized disclosure. Nothing prohibits the parties to disclose the terms of this tariff including

contract or order, to enforce their rights through legal proceedings arising out of this Agreement or related to it.

12. Entire Agreement

You agree that this license agreement including the order and any relevant information which forms an integral part written reference

including the URL content and terms are referenced all of our agreements on software licenses, and / or any other

ordered services and supersede any agreement or declaration prior or contemporaneous written or oral relating to such software and / or services.

The declaration of invalidity or unenforceability of any provision will not result in the invalidity or unenforceability of any other provision.

It is expressly agreed that the terms of this Agreement shall prevail over the terms of any sales order or any non STILOG IST paper, none of

terms contained in such good customer or not STILOG IST document is applicable to software or services ordered control.

13. Responsibility

The parties shall in no event be liable for consequential damages. For consequential damages, the parties agree to bear including loss of profit,

revenue, data or use thereof, incurred by the other party or a third party.

It is your responsibility to take all precautions necessary for the safety and preservation of files, data and information that you are using.

Responsibility of STILOG IST for breach of security, integrity or legality of data will in no way be held liable.

Responsibility of STILOG IST for direct damages hereunder shall not exceed the amount of the price paid by you under the orders passed for the software

or service delivery that caused the damage. The provisions of this Agreement allocate the risk between the parties. The agreed prices reflect this

allocation of risk and the resulting limitation of liability.

14. Other provisions

The law applicable to this contract is the French law. The jurisdiction over all disputes between the parties relating to the validity courts

the interpretation and execution of this contract is the one of Nanterre.

You may not assign, or transfer this Agreement or the right software on them, or contracts for services or interest in them, a

other person or entity.

If you assign as collateral, the beneficiary has no right to use or transfer the software or / and deliverables and services if you

decide to finance your purchase, you will comply with the General Conditions of Sale STILOG IST available at: <http://www.visual-planning.com>.

With the exception of actions for breach of payment or those resulting from a breach of intellectual property of STILOG IST, no action under this

contract may be brought by either party more than two years after the event that caused the so-called action.

15. Force majeure

The Parties shall not be responsible for any failure to perform or delay in performance caused by war, hostilities, sabotage, natural disasters, interruption

of the electrical network, internet or telecommunications not attributable to the other party, restrictions from public authorities (including the denial or cancellation

of export or other license) or any other event beyond the control of the obligated party. The Parties shall endeavor to limit the effects of the force majeure event.

If it lasts more than 90 days, the other party may cancel services not performed by registered letter.

These provisions do not exempt the other party to implement measures to back up his or her usual obligation to pay for services provided.