

SALES & SERVICES TERMS

These General Terms and Conditions of Sales & Service are supplemented by the Special Conditions of Services Software Solutions in SaaS mode. Software as a Service (SaaS) mode refers to the solutions provided through a subscription, including services such as hosting and maintenance. All Terms and Conditions of Sale, Service, Hosting, Maintenance and Support are available on the website www.spi-software.com. The use by the Customer of the SPI Software solutions obligatorily implies the acceptance of the present conditions. Any changes to these conditions will be binding on the customer as soon as they are communicated by whatever means.

1. PURCHASE PRICE & TAXES

The purchaser agrees to purchase from the Vendor a license to use the software items and services described on the front page of this Sales Order Contract at the prices specified therein.

For SaaS solutions, the connection to the online service allowing access to the solution, via a user login and password, is considered as proof of activation of the account, taking the user into account. adherence to these conditions, and the invoicing of the use of the solution, according to the commercial conditions in force.

The purchaser shall be responsible for the payment of all direct and indirect sales tax, together with any new tax, which might affect the cost of the Items described on the front page of this Order.

2. TITLE

Failure to make payment of the balance of the Total Amount will give the Vendor the right, without prior notice to the Purchaser, to enter into the premises where the Software may be found and take possession thereof without further proceedings. The Vendor may without notice declare this Order terminated and may retain the consideration received from the Purchaser there under as liquidated damages.

3. TERMS OF PAYMENT

This Order constitutes the complete and exclusive statement of the agreement between the parties in connection with the sale of the Software by the Vendor to the Purchaser; it supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Order.

By default, payment is handled in cash when receiving the invoice, without discount. As a compensation in case of a non-payment at the planned date, an interest based on twice the legal rate will be calculated on the basis of the total amount due. In case of unpaid invoice, and following 8 days' notice to pay by registered letter sent to the Purchaser by the Vendor, the Vendor will have the right to consider this sales contract as null and void, and require the return of all goods without the need to initiate legal proceedings. In this case, partial amounts paid to the Vendor will be kept by the Vendor as compensation. The same system will be used with no need to send prior notice to pay, in case of established insolvency of the Purchaser, and in particular, in case of bankruptcy.

4. INTELLECTUAL PROPERTY

The software is protected by copyright laws and international treaties, as well as other intellectual property laws. The software is licensed, not sold.

The Vendor makes no warranty of any kind, express, implied or legal, except that the Software or the use thereof will not infringe any patent, trademark or any other intellectual property right. The Purchaser shall promptly notify the Vendor of any claim or legal proceedings involving the Purchaser in which said infringement is alleged, and, if the Vendor is affected, the Purchaser shall permit the Vendor to have sole control of the defense and all related settlement negotiations.

5. LIMITATION OF LIABILITY

a) In no event shall the Vendor, its shareholders, its employees or its agents be liable for any loss, injury or damages arising from:

- i) the Purchaser's failure to perform the Purchaser's responsibilities as set forth in this Order;
 - ii) the act or omission of any third person;
 - iii) any cause (including, but not limited to delay in performance of any of the Vendor's obligations hereunder) beyond the Vendor's control.
- b) The limitation of liability as set forth in paragraph a) above shall apply in respect of any claim, demand, or action by the Purchaser or any third person, irrespective of the nature of the cause of action underlying the same, including but not limited to breach of contract or tort, except that the foregoing limitation of liability shall not apply to claims for damages for personal injury caused solely by the Vendor's negligence.

c) The Purchaser agrees to defend the Vendor, its shareholders, its directors, its officers, its employees and its agents and to hold them free and harmless, at all times, from and against any claim, demand or action by any third person, to which the limitation of liability as set forth in paragraph a) above is applicable. In addition, the Purchaser agrees to reimburse and to indemnify the Vendor, its shareholders, its directors, its officers, its employees, and its agents, in capital, cost and interest, of any sums they may have to pay to a third person in respect to any claim demand or action by such third person, to which the limitation of liability as set forth in paragraph a) above is applicable.

d) The Purchaser agrees to the terms and conditions of the Shrink-Wrap License Agreement that comes with the Software product

e) The Vendor is not responsible for failure to fulfil its obligations under this Order due to causes beyond its control.

f) Any decision of any court invalidating a provision of this Order shall not have the effect of invalidating any other provision of this Order or to affect the binding character thereof.

6. APPLICABLE LAW

This Order is a contract of sale and, as such, shall be interpreted according to the Laws applicable in the court of Montpellier (34 – France), which is designated by the parties as the only appropriate venue for any action arising from this contract.