

## LICENCE AGREEMENT AND SOFTWARE CONCESSION

This contract defines the conditions for the licensing and maintenance of the software provided by SPI Software to the Customer.

This contract, its parts and all the attached documents form an inseparable whole and form part of the body of the contract.

The use of SPI Software by the Client necessarily implies the acceptance of these terms and conditions. Any changes to these conditions will be binding on the customer as soon as they are communicated by any means whatsoever.

### 1. OBJECT

The present contract relates to the grant by SPI Software of the non-exclusive license of use of the software defined in the commercial documents transmitted by SPI Software (commercial proposition, order form, invoice) to the Customer who accepts it, under the conditions and subject to the reservations specified below.

### 2. LICENSE

The license granted by SPI Software entitles the Customer to use the software owned by SPI Software for the duration of this agreement.

### 3. SUB-LICENSE

The Customer may only use the software for his own needs; it is prohibited to grant sub-licenses without the prior written consent of SPI Software.

The Customer may not grant, even free of charge, the right to use to third parties.

This license is transferable without the authorization of the SPI Software, in case of transfer of the fund, hiring-management, merger or any other transaction at the end of which the assets of the Customer would be transferred to a third-party subject to the absence total relationship between the purchaser of the fund and a company with interests contrary to those of SPI Software.

### 4. HARDWARE

The software package is intended to be set up and used on hardware the configuration of which has been previously communicated by SPI Software to the Customer.

Any modifications or additional installation of the designated equipment must be reported to SPI Software.

Any adaptations of the software package caused by the modification of the hardware will be made by SPI Software, at the expense of the Customer.

The Customer will be responsible for the proper operation of the equipment.

### 5. LOCATION

The Customer's primary computer for which the license is granted will be located at the address indicated on the invoice.

Where applicable, the places of use, if they are separate, must have been specified when ordering.

Any modification of one of the indicated addresses will have to be indicated by the Customer.

## **6. INSTALLING THE SOFTWARE**

SPI Software will provide the Client with the package consisting of programs delivered in object language directly assimilated by the computer provided in the configuration.

The Customer shall provide, without charge, the necessary machine time, and magnetic media, to SPI Software, to perform the installation, training and all the updates of the software package.

The installation, training and set-up of the computer network and software packages other than the subject of this contract will be carried out prior to the installation of the ProdManager software. It is the Customer's responsibility to have this work done.

SPI Software cannot be held responsible for delays caused by the unavailability of designated equipment or personnel to be provided by the Customer.

SPI Software personnel may not be used for purposes other than commissioning and training in the use of the software package.

Any additional work requested by the Customer must be the subject of a separate agreement or an amendment to this contract. Specific developments as defined in this contract and its annexes will be the subject of an addendum drafted contradictorily at the end of the preliminary analysis.

SPI Software will have to ensure that the seconded personnel to install the software respects professional secrecy for all information concerning the Customer.

## **7. RECEPTION OF THE SOFTWARE**

A complete demonstration was performed prior to the installation of the software. The demonstration showed the main features of the software. The specific ones named in the appendix will also be the subject of a presentation. The software will be deemed received, unless otherwise specified by the Customer, after a period of one month from the dates of production, as provided in the schedule.

## **8. TRAINING**

The training of the licensee's staff that may be necessary for the use of the software package is the subject to a separate specific contract.

## **9. USE OF THE SOFTWARE**

The software may only be used on the designated equipment and in the intended location.

The Customer may not make any partial or total reproduction of the software, in any form.

The Customer will ensure the implementation of the software under his own responsibility.

The Customer agrees not to adapt, modify, alter or revise the software, in any form whatsoever, without the agreement of the SPI Software, outside of the publishing documents.

## **10. MAINTENANCE**

Software maintenance is mandatory; it is provided by SPI Software under the conditions set out in the "General Conditions of Maintenance and Support".

SPI Software will provide the updates as part of the maintenance contract.

Any service or assistance not provided for in the context of the maintenance or this contract must be subject to an amendment.

## **11. PROPERTY**

The licensed software or any copy will be the exclusive property of SPI Software which reserves the quality of author in accordance with the law of 3 July 1985.

In addition, pursuant to the law of May 12th, 1980, SPI Software retains ownership of the software until full payment of the invoice.

The software is part of the manufacturing secrets of SPI Software and must be considered by the Customer as confidential information, whether or not it may be patented, protected by copyright or otherwise.

It may not be assigned, transferred or transferred without the agreement of SPI Software.

SPI Software reserves its right to repent and withdraw.

## **12. DISCLOSURE**

The Customer is prohibited from using the specifications of the software granted to create or allow the creations of a program having the same destination.

If the Client breaches the non-disclosure rule, he will be financially liable for the shortfall of SPI Software, without prejudice to any damages that SPI Software may claim.

**12.1** For the purposes of this Agreement, the term "Confidential Information" includes any information or data, regardless of its nature and form (written or oral, including any written or printed materials, disks, diskettes, tapes, samples, models and, more generally, all forms and modes which may be adopted), which will be transmitted by one party to the other and designated as confidential information by the party which will transmit them by opposition when they are transmitted orally, of which the nature of confidential information will have been communicated to the receiving party at the moment of transmission, and confirmed in writing as soon as possible (within thirty days of transmission at the latest, it being understood that during this period of thirty days, the information or data transmitted orally will be deemed to have the character of confidential information). In general, all information transmitted under this contract must be considered confidential.

**12.2** Each party shall transmit to the other party the only confidential information it deems necessary for the performance of this contract, and only to the extent that it is entitled to do so.

**12.3** Each party agrees that, for a period of 10 (ten) years from the conclusion of this contract, the confidential information received from the other party:

Be kept strictly confidential and protected as such;

Only be transmitted internally and only to the members of its personnel who have to know it within the framework and for the purposes of the execution of the present contract and,

May be copied in any way, in whole or in part, only with the prior written consent of the other party.

**12.4** A party will not be subject to any obligation with respect to confidential information received from the other party that it can prove:

That they have fallen into the public domain before or after their transmission, but in the latter case, in the absence of any fault attributable to it;

That they were known to him before their transmission;

That they have been received from a third party in a lawful manner, without restriction, and without breach of this contract;

That they have been published, and this without violation of this contract;

They are the result of internal developments undertaken in good faith by members of its staff who did not have access to this confidential information or,

That the use and transmission have been authorized in writing and without any restriction by the other party.

**12.5** The persons identified below are the only ones authorized to transmit and receive confidential information under this contract:

- SPI Software: project team

- Client: project team

Each party may at any time, in the event of a person failing, replace the person (s) on the project team and who reports to him / her by one or more other persons, provided that he / she is informed immediately the other party in writing.

**12.6** The fact that one party transmits confidential information to the other party will not confer any intellectual property rights on the other party. The material supports of the confidential information will remain the property of the party who will have transmitted them, and will have to be returned to him as soon as it makes the request.

**12.7** Any confidential information falling within the classified information category shall be identified as such by the party transmitting it at the time of transmission; the transmission, protection and use of this confidential information shall be in accordance with this contract and the safety regulations prescribed by the competent administrations.

### **13. NON REHIRING CLAUSE**

Each party undertakes not to hire or hire, directly or indirectly, the personnel of the other party who participated in the performance of the contract, for the duration of this execution and during the year following the termination of the contractual relationship.

This non-rehiring clause is binding on the parties directly, but also on the group companies to which they belong; each party expressly undertakes to apply this clause in good faith and not to act indirectly, which would have the effect of emptying this clause of its contents.

Each party expressly agrees, both in its name and as the stronghold of the companies of the group to which it belongs, to respect the present.

### **14. LIABILITY**

SPI Software can only be held accountable to provide a simple obligation of means and not of result. The only guarantees provided by SPI Software are those contained in this contract.

The Customer is bound by an obligation of full and complete collaboration.

The responsibility of SPI Software cannot be engaged in any case of attempted copying.

Customer will be solely responsible for the use of the software.

### **15. DURATION**

This contract is concluded for a period of 99 years from the date of its acceptance by the parties.

It may be terminated by the Customer by giving 90 days' notice before the expiry date of the annual contract.

## **16. ANTICIPATED TERMINATION**

SPI Software reserves the right to unilaterally terminate this contract, subject to a 60-day notice period in the following cases:

- non-payment of installments;
- disclosure to third parties of components of the software;
- failure to comply with one of the conditions set out in the contract;

## **17. END OF CONTRACT**

In the event of termination of the contract, due to its expiration, early termination or for any reason whatsoever, the Customer will be obliged to:

- stop using the software immediately;
- return to SPI Software the software, documentation, manuals and all related documents and materials;
- pay all royalties and amounts due to SPI Software within thirty days of the end of the contract.

## **18. DEPOSITION OF SOURCES**

SPI Software undertakes to update the sources of the ProdManager software, filed with the Galtier - Bancarel - Tausat and Cortes study, 7 Place de la Cité, F - 12000 RODEZ.

They are available on magnetic media for all customers who have signed a software package agreement with SPI Software, in the event of a complete shutdown of SPI Software's activity following a court order, with judgment on the merits.

## **19. COSTS**

The costs relating to this concession as well as the payment conditions are defined in the SPI Software commercial documents.

Invoices are payable upon receipt, cash, without discount.

## **20. LITIGATION**

The competent court for any dispute between the Client and SPI Software is the Commercial Court of Montpellier (France).

However, the parties agree to any disputes arising from this Agreement, to bargain in good faith and to make the best efforts to resolve any disputes between the parties.