

Confidential

End User License Terms and Conditions for Evidian Licensed Products

1. Definitions

Any first letter capitalised terms in these End User License Terms and Conditions shall have the meanings ascribed to them below or as may be set forth elsewhere in these End User License Terms and Conditions.

“Agreement”: the contract entered into between Licensor and End User pertaining to Evidian Licensed Products and under which Licensor grants End User a License pertaining to such Licensed Products

“Authorised Software Platform”: an operating system platform and other prerequisite software on which the Software has been tested and qualified by Evidian.

“Client System”: Designated System that is a personal computer based system deployed in a central or remote location.

“Correction”: a permanent Fix to a Problem in the Software.

“Designated System”: the designated computer system running an Authorised Software Platform on which the End User first runs the Software and, for server based Software, for which Licensor has issued a Key.

“Documentation”: any user manuals, other related materials provided as part of Support to customers contracting and paying Support, and all changes made to such manuals and other materials, that are published by Evidian for use in connection with the Software in the English language and in electronic format.

“End User”: the person or legal entity who has entered into an Agreement with Licensor and to whom Licensor has granted a License to use Licensed Products for End Users Internal Business Purposes

“Fix”: a correction of an error in the Software.

“Internal Business Purpose”: use of the Licensed Product for End User’s own business purposes, and not for (i) redistribution to third parties, (ii) time sharing, and/or (iii) outsourcing, or service bureau use.

“Key”: an alpha numeric string of characters tied to the Designated System MAC address or other such system identifier that permits the End User to use any server based Software.

“Licensed Product(s)”: (a) the Software in only machine executable code in binary format, and b) Documentation, published and licensed by Evidian and sublicensed by Licensor in accordance with these End User License Terms and Conditions. Licensed Products shall also include Fixes and Service Packs supplied to End-User who contracts and pays for Support .

“Licensor”: the person or legal entity to whom Evidian has granted the right to sub-license Evidian Licensed Products and who has granted End User a License to use Evidian Licensed Products.

“Minimum Hardware Configuration”: the minimum hardware configuration necessary to run the Software as specified by Evidian.

“Server System”: Designated System that is a central server based computer system

“Service Pack”: Fixes to a Version of a Software compiled into a set of coherent Fixes, including all previous Fixes for a particular Version, that is generally made available to Licensees who benefit from an appropriate Support contract pertaining to that Version and who have paid all and any appropriate Support Fees.

“Software”: means the computer programs, in whole or in part, or any copy thereof, consisting of machine-readable instructions and any of the computer programs components in binary format (“Object Code”), including but not limited to data, audio-visual content (such as images, text, recordings, or pictures).

“Specifications”: the official document issued by Evidian setting forth the technical specifications for Licensed Products.

“Upgrade”: modifications to a Software consisting of additional functionality as reflected in changes to the applicable Specification and resulting in a new Version.

“Version”: a version of Software made generally available for commercial distribution consisting of a level of functionality as identified in the Specifications for the version (e.g., Version 5.1, 5.2 or 6.0), running on a specified Authorised Software Platform.

2. License Grant.

End User who has paid all and any applicable License fees is granted a limited, personal, non-exclusive, and non-transferable license to use the Licensed Products ordered from Licensor by means of a Purchase Order and properly identified on such Purchase Order, on one

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Designated System, for End User's Internal Business Purposes in compliance with and subject to the present End User License Terms and Conditions, ("License"). End User's right to use the Licensed Product shall include the right to make one (1) copy of such Licensed Product solely for backup or archival purposes. Certain Licensed Products are licensed for use on a Designated System that is a central server based computer system ("Designated Server System") and other Licensed Products are licensed for use on personal computer based systems deployed in a central or remote locations (the "Designated Client System"). The right to use the Licensed Product on a Server System or a Client System, and the number of users (concurrent or not) authorised to use the Licensed Product, depends on the type of Licensed Products End user has ordered and on the License Fees paid by End-User for the Licensed Product,. Unless otherwise specified, End User shall only have the right to install each Licensed Product on one Designated System (Server System or Client System) and with one authorised user for such Designated System.

3. Usage Conditions And Limitations.

End-User agrees to the following conditions and limitations on the use of the Licensed Products: (a) the Agreement entered into by and between Licensor and End User and the rights granted, pertaining to Licensed Products shall in no event be construed as being a sale of intellectual property rights, a sale of a software copy, or a transfer of ownership of the rights to the Licensed Product; (b) End User, shall not sell, lease, transfer (except as explicitly set forth in section 14 of these End User License Terms and Conditions), or otherwise dispose of or make available the Licensed Product to others, (c) End User shall secure and protect the Licensed Product using the same degree of care it uses to protect its own proprietary rights, but in any case not less than reasonable care; (d) End User shall not modify, reverse engineer, or decompile the Licensed Product in whole or in part, except as explicitly provided by law; (e) if Licensed Product License Fee is based on a maximum number of users allowed to access the Licensed Product, or any other similar restriction, End User shall not use or permit the use of the Licensed Product beyond that authorised by the License Fee or in violation of any other similar restriction; and (f) Evidian and its suppliers are third party beneficiaries of the Agreement and may enforce the dispositions contained herein directly against End User even though they are third parties and not a party to the Agreement. Any transfer of the Licensed Product from one Designated System to a different Designated System shall be subject to the terms and conditions set forth in Section 14 below.

Licensed Products are not designed for any consumer, military or inherently dangerous application. The terms of this agreement do not authorise the use of the Licensed Products for any consumer application (including but not limited to personal, family or household use); any inherently dangerous applications (including but not limited to nuclear, aviation, mass transit, or medical applications) ; or any military applications (including but not limited to design, development or production in connection with any military, nuclear, ballistic, biological and chemical weapons or cryptographic end use), any use within any "prohibited country", as defined from time to time under applicable U.S. export laws and regulations, any use by a "prohibited person" on the "denied persons list" or use by anyone who has violated the export laws of any jurisdiction.

4. Support.

End User may obtain remedial support services for the Licensed Product(s) ("Support") from Licensor in accordance with the terms and conditions of a Support and Maintenance contract that must be formally entered into by and between Licensor and the End-User and subject to payment by End-User of the applicable Support Fees. .

5. Ownership and Proprietary Rights.

Title to Licensed Products and all patents, copyright, design rights, trade secrets and other proprietary rights in or related to Licensed Product are and remain the exclusive property of Evidian and its suppliers. End User shall not take any action that jeopardises such proprietary rights or acquire any right except the limited use rights specified in this Agreement.

6. Infringement.

Licensor shall defend or settle any claim brought against End User alleging infringement of any copyright in the United States, Canada, the European Union or Japan by the Licensed Product, provided that the End User immediately notifies Licensor in writing of any such claim, gives Licensor full information and assistance, and allows Licensor or its suppliers to control fully the defence or settlement of any such claim. If the claim has occurred or in Licensor's opinion is likely to occur, Licensor may, at its election and expense, either obtain for End User the right to continue using the Licensed Product, replace, correct or modify it so that it is not infringing, or terminate the license for the infringing Licensed Product, and grant End User a credit based on the net book value of the License Fee paid for the Licensed Product on the basis of a five years straight-line depreciation. Licensor shall not be liable if any copyright infringement claim is based upon: (i) the interconnection, operation or use of the Licensed Product in combination with software not supplied by Licensor; (ii) use or operation of the Licensed Product in a manner for which it was not designed or recommended by Evidian; (iii) alteration, adaptation or modification of the Licensed Product; (iv) use of the Licensed Product which does not involve the most recent Service Pack of the most recent Version published by Evidian or (v) use of the Licensed Product after End User has received written notice that the Licensed Product infringes the copyright of a third party. Licensor is not liable for any patent infringement claim.

7. LIMITED WARRANTY.

LICENSOR WARRANTS THAT THE LICENSED PRODUCTS COMPLY WITH THEIR SPECIFICATIONS AT THE TIME OF DELIVERY. LICENSOR (AND EVIDIAN) GIVE(S) NO OTHER WARRANTY OF ANY KIND WITH RESPECT

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TO THE LICENSED PRODUCT, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING, OR USAGE OF TRADE AND HEREBY SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. SOFTWARE PRODUCTS ARE TECHNICALLY ADVANCED PRODUCTS. IN THE CURRENT STATE OF INFORMATION TECHNOLOGY IT IS NOT POSSIBLE TO VERIFY AND TEST ALL POSSIBILITIES OF USE. THEREFORE THE LICENSED PRODUCTS ARE LICENSED "AS IS" AND LICENSOR (AND EVIDIAN) DO(ES) NOT WARRANT THAT THE LICENSED PRODUCTS ARE FREE OF ERRORS OR THAT THE USE OF THE LICENSED PRODUCTS WILL BE UNINTERRUPTED NOR THAT THEY WILL MEET THE END USER'S REQUIREMENTS. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, BUT NOT LIMITED TO STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF THE LICENSED PRODUCT WHETHER MADE BY LICENSOR'S (OR EVIDIAN'S) EMPLOYEES OR OTHERWISE, SHALL BE DEEMED TO BE A WARRANTY FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF LICENSOR (OR EVIDIAN) WHATSOEVER. IT IS EXPRESSLY AGREED THAT ARTICLE 1641 ET SEQ. OF THE FRENCH CIVIL CODE WILL NOT APPLY.

8. Limitation of liability.

To the maximum extent permitted by applicable law, in no event shall Licensor or its suppliers be liable to End User or any one for punitive damages, incidental damages, lost profits, lost savings or any other incidental or consequential damages, regardless of the form of action, even if Licensor has been advised of the possibility of such damages, resulting from the use of or inability to use the Licensed Products. For any claim arising out of or relating to the use or possession of the Licensed Products, if Licensor's liability is settled by a final decision of a competent court, End User's exclusive remedy and Licensor's entire liability in contract, tort (including negligence), or otherwise shall not exceed, in the aggregate, the lesser of (a) 100.000 euros or (b) the License Fees paid by End User for the Licensed Product. Except for an action or motion for payment, no action or motion in any form arising out of the Agreement or the use or possession of the Licensed Products shall be introduced more than two years after the cause of action has arisen. Except for payment obligations, in the case of a force majeure event, the non performance of either party shall be excused to the extent performance is rendered impossible due to causes beyond such party's reasonable control.

9. Confidentiality.

End-User acknowledges and agrees that the Licensed Products contain confidential information, trade secrets, and know-how which is the exclusive property of Evidian or its suppliers, and that all such confidential and proprietary information shall be deemed "Confidential Information" by End User. In addition, "Confidential Information" means any information pertaining to Evidian Licensed Products.. "Confidential Information" shall not include information which (i) is or becomes generally known or available by publication, commercial use or otherwise through no fault of End User; (ii) is already known and has been reduced to tangible form by End User is not subject to restriction; (iii) is independently developed or learned by End User; or (iv) is lawfully obtained from a third party that has the right to make such disclosure. End User shall protect Confidential Information from unauthorised dissemination and use with the same degree of care, but not less than reasonable care, that End User uses to protect its own like information for a period of five years following reception. End user shall not disclose Confidential Information to third parties without the prior written consent Evidian. Except as expressly provided herein, no ownership or license rights are granted to End User in any Confidential Information. End User may disclose Confidential Information to its employees, representative, agents or affiliates ("Representatives") on a need-to-know basis, provided that End User shall require each such Representatives' compliance with this Agreement. Notwithstanding the foregoing or any other terms and conditions contained herein, End User's obligations of confidentiality resulting from these End User License Terms and Conditions shall not be construed to limit End User's right to independently develop or acquire products without use of the Confidential Information.

10. License Term and Termination.

The license term for the Licensed Products ordered, commences upon delivery of the Licensed Products and continues for the duration of the period defined by the related Licence Fee unless terminated earlier as provided herein. The License term for the Licensed Product shall automatically terminate in the following circumstances: (a) End User breaches any provision of the Agreement or of these End User License Terms and Conditions with respect to the Licensed Product, and fails to cure such breach within thirty calendar days following written notice by Licensor to End User; or (b) End User ceases to use the Software on the Designated System upon which the Software was licensed for use, unless it has been validly transferred to another Designated System in compliance with section 14 below. Upon termination of the License, End User shall remove the Licensed Product from the applicable Designated System, destroy the original and all copies and certify such destruction in writing to Licensor at Licensor's request.

11. Export Controls And Prohibited Use.

End User acknowledges that Licensed Products (and related technical data) are or may be dual use goods and/or subject to United States Export Control laws and/or French Export Administration laws, and that the transfer of such Licensed Products and/or related technical data to certain countries is prohibited or restricted or subject to prior authorisation of US and/or French governmental authorities. End User expressly agrees not to export, re-export, transfer or otherwise communicate any portion of such Licensed Products to or from any country to which the export, re-export or transfer of the Licensed Products are prohibited or restricted by the laws and regulations of France and/or the US applicable at the time of export, except in strict compliance with all such laws and

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regulations. End User shall not export or re-export any Licensed Product, related technical data or any portion thereof to any country for which the French government or any agency thereof and/or the United States government or any agency thereof require an export license or other approval without first obtaining from the French authorities and/or the United States authorities such export license(s) or approval.

12. Audit.

Licensor is entitled and has the right to conduct or have conducted an audit in order to verify that End-User complies with these End User License Terms and Conditions. Any such audit shall be at Licensor's expense.

13. Governing Law

Notwithstanding the governing law applicable to the Agreement, any License granted is governed by the laws of the state of France except for conflict of law provisions which shall not apply.

14. Transfer Restrictions.

If End User is temporarily unable to use the Licensed Product on the Designated System consisting of a Server System because of conditions beyond End User's control, End User may temporarily use the Licensed Product on another Designated System consisting of a Server System, provided that End User provides Licensor with prior written notice and all information necessary for the issuance of a Temporary Key, whereupon a Temporary Enabling Key to allow such temporary or back up usage of the Licensed Product on the alternative Designated System ("Back-up System") shall be issued. In addition, subject to the provision of thirty days written notice, End User may permanently transfer the Licensed Product to a different Designated System that is a Server System ("Replacement Designated Server System") by notifying Licensor in writing that the usage of the Licensed Product will be discontinued on the then current Designated System ("Original Designated Server System"). End User agrees to destroy all copies of the Licensed Product on any Back-up System when the temporary failure of the Designated System is corrected and/or on any Original Designated Server System within twenty four (24) hours of the installation of the Licensed Product on the Replacement Designated Server System. End User shall certify such destruction in writing to Licensor. If End User requests a transfer to a Back-up System or to a Replacement Designated Server System more than once in any given calendar year, the provision of a new Key for the Replacement Designated Server System or Back-up System will be subject to the payment of the then current Key replacement fee.

If End User wishes to transfer the Licensed Product licensed for use on one Designated System that is a Client System ("Original Designated Client System"), to be used on a different or new Designated System ("Replacement Designated Client System"), End User shall be entitled to use the Licensed Product on the Replacement Designated Client System, provided that such Replacement Designated Client System must be a replacement for the Original Designated Client System, and provided further that End User agrees to destroy all copies of the Licensed Product on the Original Designated Client System within twenty four (24) hours of the installation of the Licensed Product on the Replacement Designated Client System, and certifies such destruction in writing to Licensor.

Notwithstanding the foregoing, for the purposes of this Agreement, a Back-up Server System, Replacement Designated Server System, or a Replacement Designated Client System (each a "Replacement System") shall be deemed the Designated System, subject to the following additional restrictions: (a) the Replacement System must be stated in Evidian's then published documentation as being a Designated System upon which the Licensed Products concerned can operate as part of a valid configuration; (b) if the Licensed Product being transferred to the Replacement System is licensed to End User based on a limited number of concurrent users or other such restriction, then the same number of concurrent users or other such restriction shall apply when the Licensed Product is used on the Replacement System. If a greater number of concurrent users will be granted access to the Licensed Product or other such restrictions will not be complied with on the Replacement System, then End User shall be required to pay all additional License Fees applicable to the new configuration within thirty (30) days following the transfer of the Licensed Product to the Replacement System; (c) End User ceases any further use of the Licensed Product on the former Designated System once the Licensed Product is transferred to the Replacement System; and (d) End User is responsible for installing the Licensed Product on the Replacement System and if End User had paid Support fees for the Licensed Product when licensed for use on the original Designated System, Licensor shall, if available for the Version concerned, provide Support for the Licensed Product when installed on the Replacement System at no additional charge for the balance of the then current Support term, however Licensor shall be entitled to invoice End User on a time and materials basis, subject to resource availability, for any error or problem reported by End User that is due to either improper installation by End User or differences in the Replacement System environment when compared to the original Designated System environment that affect Support of the Licensed Product.

End User may not transfer the Licensed Product to a Designated System running a different Authorised Software Platform without Licensor's prior written consent. Licensor reserves the right to charge additional fees and impose additional transfer restrictions with respect to the use of the Licensed Product on the new Authorised Software Platform.

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**GENERAL TERMS AND CONDITIONS
FOR
STANDARD SUPPORT AND MAINTENANCE OF EVIDIAN LICENSED PRODUCTS**

0. DEFINITIONS.

0.1 Definitions. Any first letter capitalised terms in this document shall have the meanings ascribed to them below or as may be set forth elsewhere in the Agreement.

“Authorised Software Platform”: an operating system platform and other prerequisite software, on which the Software has been tested and qualified by Evidian.

“Correction”: a permanent Fix.

“Designated System”: the designated computer system running an Authorised Software Platform, on which the End User first runs the Licensed Product.

“Documentation”: any user manuals, any other related materials provided as part of Support and all changes made to such manuals and other materials, that are provided by Evidian for use in connection with the Licensed Product in the English language, including in electronic format.

“End User”: the person or entity who is authorised to access and use the Licensed Product for its own Internal Business Purpose and who is identified in the Purchase Order.

“Fix”: a correction of an error in a Software product.

“Internal Business Purpose”: use of the Licensed Products for an End User’s own business purposes, and not (i) for redistribution to third parties, or (ii) for time sharing, or (iii) for outsourcing, or service bureau use.

“Key”: an alpha numeric string of characters tied to a MAC address or other such system identifier, issued by Evidian and that allows the End User to use the Licensed Products. Keys may be permanent or temporary. A temporary key allows the Licensed Product to function unhindered for a limited period.

“Licensed Product(s)”: (a) the Software, (b) any related Fixes, Corrections and Service Packs, and (c) the Documentation, licensed directly or indirectly by Evidian pursuant to and under a valid End-User License Agreement

“Licensor”: the person or legal entity to whom Evidian has granted the right to sub-license Evidian Licensed Products and who has granted End User a License to use Evidian Licensed Products.

“Minimum Hardware Configuration”: the minimum hardware configuration necessary to run the Licensed Product, as specified by Evidian.

“Service Pack”: A set of coherent Fixes for a given Version of the Software compiled together and including all previous Fixes for that particular Version,

“Software”: both the computer program(s) developed by Evidian or by third parties and any published application programming interfaces that are marketed by Evidian as part of Evidian Licensed Products.

“Specifications”: the official document issued by Evidian setting forth the technical specifications for the Licensed Product and consisting of the applicable Release Note provided as part of the Documentation for the Licensed Product.

“Third Party Product”: a product that is not proprietary to Evidian but for which Evidian has been granted certain distribution rights.

“Update”: modifications of the Software consisting of corrections and certain minor improvements or enhancements of existing functionality thereby updating the technical level of a given Version and giving rise to a new technical level or evolution.

“Upgrade”: substantial modification of the Software consisting of additional functionality as reflected in changes to the applicable Specifications.

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“**Version** : a version of the Licensed Product made generally available by Evidian for commercial distribution consisting of a level of functionality as identified in the Specifications for that Version and running on a specified Authorised Software Platform.

1. – SUPPORT SERVICES

- 1.1** Remedial software support and software evolution subscription services (“Support and Software Subscription”) for the Licensed Products are provided under a reasonable efforts basis and under the terms and conditions set forth in these Terms and Conditions. Notwithstanding the foregoing, additional special terms and conditions for Support and Maintenance may be applicable to Licensed Products that are not proprietary to Evidian (“Third Party Product Support and Maintenance Terms”).
- 1.2 Ordering.** End User may order Support and Maintenance as defined in the present Terms and Conditions, under the conditions set out in the present document, by means of a Purchase Order. End User agrees to the “All or None Rule” for all orders of Support and Maintenance, such that if Support and Maintenance is ordered for any Licensed Product, then Support and Maintenance must be ordered for all Licensed Products belonging to the same product line at the same level of Support and Maintenance coverage. All Purchase Orders covering Support and Maintenance for an Evidian Licensed Product shall specify:
- (i) the number of licences of each installed Evidian Licensed Product with the corresponding MI reference and the version number;
 - (ii) where appropriate, the starting date for the Support and Maintenance covered by the Purchase Order; and
 - (iii) the amount of the Support and Maintenance Fee.
- 1.3 Specific Situations**
- (i) In the exceptional event where Support and Maintenance has not been ordered at the same time as the Licensed products, such Support and Maintenance services may be subsequently ordered on the condition that the Licensed Product(s) installed comply with the latest current technical level available and subject to payment, in addition to the corresponding Support and Maintenance Fees, of a supplementary Support and Maintenance Late Registration Fee . The amount of the Support and Maintenance Late Registration Fee shall be determined with regard notably to the version and technical level of the Licensed Products ordered.
 - (ii) In the event where a Support and Maintenance contract has been interrupted, a subsequent Support and Maintenance contract may only be ordered on the condition that the Licensed Product(s) installed comply with the latest current technical level available and subject to payment, in addition to the corresponding Support and Maintenance Fees, of a supplementary Support and Maintenance Reinstatement Fee. The amount of the Support and Maintenance Reinstatement Fee shall be determined with regard notably to the duration of the interruption and the version and technical level of the Licensed Products installed.
- 1.4 Technical Contacts.** End User shall designate in writing its principal technical contacts, responsible for all technical information, anomaly reports, or technical notifications concerning the delivery of Support and Maintenance of the Licensed Products (“Technical Contacts”). End User’s Technical Contacts shall not exceed four persons. All such Technical Contacts shall be qualified and trained in the use of the supported Licensed Products
- 1.5 Installation Of Fixes, Service Packs, Corrections.** It shall be End User’s responsibility to interpret and apply remedial instructions recommended by Evidian and to install Fixes, Service Packs or Corrections to the Licensed Products. End User must accept or reject a Fix, Correction or Service Pack within thirty calendar days of delivery by Licensor. If End User fails to do so, such Fix shall automatically be deemed accepted by End User. Fixes, Service Packs and Corrections must be installed by End User as directed by Evidian in accordance with Evidian recommendations. All such Fixes, Corrections and Service Packs are governed by the License terms and conditions applicable to the Licensed Products and, upon installation, also become subject to Support and Maintenance for the remaining period in the then current Support and Maintenance Term for the Licensed Product for which the Fix, Service Pack or Correction was installed.

2. - SUPPORT TERM AND TERMINATION

2.1 Support and Maintenance Term.

The initial term during which Licensor provides Support and Maintenance for Licensed Products commences upon the Delivery of the Licensed Product and continues for twelve months (the “Initial Support and Maintenance Term”). The Initial Support and Maintenance Term automatically renews for subsequent twelve month period(s) (the “Subsequent Support and Maintenance Term(s)”), subject to early termination as provided herein (each such Periods being referred to as a “Support and Maintenance Term”). Notwithstanding the foregoing, if any Licensed Products are installed upon a Designated System on which there are already Licensed Products installed and for which a Support and Maintenance Term has commenced, the Initial Support and Maintenance Term for the newly installed Licensed Products shall be equal to the time remaining in the current Support and Maintenance Term pertaining to the Licensed Products previously installed.

2.2 Termination

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- (i) End User may terminate Support and Maintenance for all Licensed Products belonging to a same product line and only for all Licensed Products belonging to a same product line upon at least thirty days' prior written notice, effective at the end of the then current Support and Maintenance Term.
- (ii) Licensor reserves the right to alter or discontinue Support and Maintenance for any of the Licensed Products with at least three months' notice, in which event provided that Licensor shall in this event refund a pro rata portion of the Support and Maintenance Fees paid by End User for such altered or discontinued Support and Maintenance.
- (iii) Support and Maintenance services may be terminated by Evidian without enduring any liability in the following circumstances:
 - (a) End User fails to pay any due Support and Maintenance Fees and does not remedy such failure within thirty days of receiving written notification of such from Evidian.
 - (b) End User breaches any of its obligations resulting from the Contractual Documents and does not remedy such breach within thirty days of receiving written notification of such from Evidian. Such Termination shall not give rise to any refund of Support and Maintenance Fees and shall be in addition to any other remedy that may be available to Evidian.

3. - DESCRIPTION OF SUPPORT AND MAINTENANCE.

3.1 Standard Support and Maintenance. Subject to payment of appropriate Support and Maintenance Fees and unless otherwise provided in the contract between Licensor and End User, End User is entitled to the following remote Support and Maintenance related services:

- (i) On-line support from Licensor from 9:00 AM to 5:00 PM, CET Monday through Friday.
- (ii) Delivery of Service Packs, Fixes and Corrections for the Licensed Product.
- (iii) Supply of Updates at no further charge in compliance with section 3.3 hereunder.

3.2 Exclusions and Ancillary Services.

- (i) Notwithstanding any provisions of this Agreement to the contrary, Support and Maintenance does not cover incidents resulting or arising from any of the following:
 - (a) incorrect usage of the Licensed Product;
 - (b) modification of the Licensed Product by any party other than Evidian;
 - (c) any unauthorised change in Authorised Software Platform for the Licensed Product;
 - (d) failure to meet the Minimum Hardware Configuration for the Licensed Product;
 - (e) failure to properly install a Licensed Product, Fix, Service Pack or Upgrade;
 - (f) failure to install a Fix or Service Pack or installation of a fix or service pack in breach of any terms and conditions contained in the present Agreement
 - (g) installation of an Upgrade in breach of any terms and conditions contained in the present Agreement
- (ii) Support and Subscription does not include the following, which are outside the scope of Support and Maintenance and/or are subject to special terms and conditions:
 - (a) development of modifications to the Licensed Products that would result in changes to the Specifications;
 - (b) development of new functions for the Licensed Products;
 - (c) assistance with the personalization or customisation of the Licensed Products.
- (iii) Any ancillary support services ("Ancillary Services") not included in Support and Maintenance as described in the present document may be provided subject to availability of appropriate personnel and subject to the payment by End User of then current standard time and materials rates for such Ancillary Services for which a quotation will be provided upon request. Such Ancillary Services may include the following:
 - (a) support required to restore a Licensed Product to proper operating condition as a result of End User's unsuccessful attempts to install Licensed Products, Fixes, Service Packs, Upgrades;
 - (b) on-site support provided pursuant to End User's request after telephone/on-line remedial services have been performed; or
 - (c) other support related services as mutually agreed to in writing by the Parties.

3.3 Updates. End User who benefits from Support and Maintenance and has paid related Support and Maintenance Fees shall be entitled to receive at no additional charge, the Updates of the Licensed Products under Support that are made commercially available by Evidian to all customers entitled to benefit from Support and Maintenance, on the terms and conditions described hereafter:

- (i) Updates supplied by Evidian within the framework of the Support and Maintenance contract shall be considered Licensed Products licensed under the License Agreement covering the Licensed Products for which such Updates are supplied (the "License Agreement") and shall as such be governed by all the provisions of the License Agreement, including but not limited to provisions related to utilisation rights, protection of Evidian's intellectual property rights, restrictions on the maximum number of authorised users or on the use, transfer, exportation and re-exportation of the Licensed Products and provisions pertaining to warranty and liability.
- (ii) It is End User's responsibility to ensure that its Designated Systems on which Updates supplied by Evidian are to be installed, meet the necessary technical requirements, including requirements related to the Authorised Software

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Platform, the Minimum Hardware Configuration, and the Licensed Product Versions, to be used with or replaced by, the Update.

- (iii) As soon as a new Update of the Licensed Product covered by a Support and Maintenance contract is available, Licensor shall notify End User who shall indicate the Updates required with the appropriate configuration information.
- (iv) All Support Terms and Conditions contained in these General Terms and Conditions and in Evidian's End User License Terms and Conditions shall apply to any Updates supplied under this Agreement.

3.4 Upgrades. Upgrades may be ordered from Licensor at the then current rates.

4 - SUPPORT PROCEDURE

4.1 Handling Licensed Product Problems

- (i) When an incident with the Licensed Products occurs, End User must first attempt to determine whether the incident is caused by the Licensed Products or is due to outside causes such as configuration errors or user error, or any other cause.
- (ii) If End User determines that the incident is due to the Licensed Products under Support and is unable to resolve the incident, End User may report the incident to Licensor's Support Centre;
- (iii) If the incident is caused by a Problem that is not a Problem known to Licensor or if a solution to a known Problem is not then currently available, End User shall send any additional information requested by Licensor in order to allow Licensor to understand the nature and cause of the incident.

4.2 Levels of Priority. The information provided by End User with respect to the reported incident must indicate the level of priority End User believes should be assigned to the incident based on the classification set forth below:

- (i) "High Priority": a major incident that renders the Licensed Product inoperative or causes the Licensed Product to substantially fail (e.g., system has crashed or is effectively inoperable).
- (ii) "Medium Priority": a moderate incident that substantially disrupts or degrades the performance of the Licensed Product or materially restricts the use of the Licensed Product (e.g., partially inoperable).
- (iii) "Low Priority": a minor incident that has a minor impact on the use of the Licensed Product.