

**TERMS OF THE LICENSE FOR THE SOFTWARE SARA**

These general conditions apply to any contract or purchase order (hereinafter called "the Contract") relating to the granting of a license. Signed between a customer (hereinafter "The Client") and MD2I SA (hereinafter referred to as "The Editor"). Except as expressly written, they constitute an integral part.

The Editor refers to it when signing the contract or the acceptance of purchase order.

**Preliminary article**

The Editor is the author of the software the main functions of which are:

- The monitoring of the budget estimates;
- The monitoring of the commitments (purchase orders and contracts) ;
- The monitoring of the payments;
- The generation of summary reports and detailed statements.

The Client buys the right to use the software package and its implementation. These general conditions may be amended only by a letter signed by the parties.

**Article 1. - Object**

The Editor grants the Client, who accepts, a non-exclusive, non-transferable and non-assignable license to use the software SARA (hereinafter called "the package"), in the version described in the contract or purchasing order.

The Editor will make it able to function in the environment existing in the client's company, under the conditions defined in the contract.

**Article 2. - Definitions****2.1. - Package**

Means a complete set of programs designed by the Editor to be provided to multiple users, for the same application or the same function. This set includes updates and user documentation.

**2.2. - Update**

Means the successive versions of the software, regular updates made available to the Client by the Editor. These updates don't include in any packages or new versions of the software that Editor distributed separately.

**2.3. - Site**

A site means a physical location of the client with the system installed and on which the package is exploited.

It may contain several computers and / or a computer network. If the project is managed on multiple sites, multiple licenses must be established.

**2.4. – Delivery date**

Means the date on which the package is delivered to Client. Unless otherwise stated, the delivery date is the date of delivery of the first unlocking code.

**2.5. - Default**

Means any malfunction of the software, notified by the Client to the Editor, and reproducible by the Editor, resulting in results which don't match with features described in the current documentation at the date of delivery.

**2.6. - Contract**

Means the package constituted by the general conditions, the contract or purchase order by which Client has purchased a license, his possible amendment signed by both parties, to the exclusion of all other documents, including those that may be issued by the Client before or after signing the contract. This contract replaces any other previous agreement or arrangement, written or oral.

**2.7. - Documentation**

Means the user manual, the support(s) of training and all written documents submitted by the Editor to the Client according to the contract.

**Article 3. – Duration**

The contract takes effect on the date of signature by both parties for the project (Financing Agreement) concerned.

The license is granted for an indefinite period if the project concerned remains valid.

**Article 4. – Delivery and implementation**

The Editor delivers the package and any amendments thereto via its website or at the seat of the project if a mission is planned for the installation.

The delivery includes the provision of the unlock codes according to the contract.

The date of provision of the first code is considered the date of delivery. The Editor will make every effort to ensure that the installation fully meets the expected performance by the client.

**Article 5. - Right to use**

**5.1. -** The package will be used for internal needs of the Client and authorized users, excluding any third party to his company / project.

**5.2. -** The right to use is granted to the Client from the effective payment of the contract. This payment is net credit to the bank account specified in the contract, all bank charges borne by the Client.

**5.3. –** The Client uses the software exclusively on the system designated in the contract, on the site there mentioned.

**5.4. –**The Client may not assign, give, lend, renting the software, to grant sub-licenses, leases or other rights, or a more general way, to communicate to a third party all or part of the package.

**5.5. –** Except as otherwise specified in the contract, the Customer shall refrain to make the networking software without prior permission from the Editor.

**5.6. –** The Customer undertakes to make no alteration, correction, arrangement, translation or modification of the software package without the prior written consent of the Editor.

**5.7.** - If the Customer wishes to obtain the information needed to implement the interoperability of the package with another software package developed independently, and for employment that is consistent with its destination, the Customer agrees to beforehand consult the Editor, which may provide the information necessary to achieve interoperability, if this is possible and through a financial contribution.

**5.8.** - The documentation of the software package is and remains the sole and exclusive property of the Editor. The Client agrees not to reproduce the documentation without the prior written consent of the Editor.

#### **Article 6. - Change of designated system**

**6.1.** - In case of permanent or temporary change of system designated by the Client, it must first ensure that the future system is compatible with the designated package.

**6.2.** - The Customer agrees to allow representatives of the Editor to inspect annually all designated site on which the package is used during the opening hours of offices and with a minimum notice of eight days, in order to ensure that the Customer uses the package in accordance with this license.

**6.3.** - In case of the operating conditions of the package being changed, this would result in a modification of the terms of this license, Client will pay the Editor on the additional charges resulting package, based on the difference between the fees originally planned and the new charges resulting from changes. The increase in fees will be based on the current financial terms of the Editor at the time of the change.

#### **Article 7. - Intellectual Property**

The Editor guaranteed to hold the full intellectual property rights on the package.

The concession of the right to use the package under this contract doesn't transfer any ownership rights.

#### **Article 8. - Cooperation between the parties**

The Parties undertake to cooperate as part of execution of the contract. The Client, especially, prepares and makes available to the Editor the technical information needed to install and use the package according to specifications given by the Editor. The Editor delivers consulting information during the study of the installation, during the installation and system startup.

It's the responsibility of Client to take all appropriate precautions to cope with a malfunction of the software package as part of its use, particularly by the establishment of emergency procedures, data security, incident diagnoses and regular checks of the results.

**Article 9. - Guarantee**

- 9.1. -** Unless otherwise agreed, the cost of the license specified in the contract includes maintenance free support via email and via the website of the company for one year from the date of the sending of the first unlocking code; that is:
- the update program and manual, including in case of changing versions of WINDOWS,
  - assistance by e-mail in case of difficulty,
  - The correction of possible defects.
- 9.2. -** The warranty period of the software package is effective from the date of the sending the first unlocking code; that is on the date of delivery of the software package defined in Article 4 and is effective for one year from that date.
- 9.3. -** During the warranty period, the editor ensures that the package will conform to its documentation at the date of delivery.
- 9.4. -** As part of this guarantee, the editor will correct all defects in the package, without cost. The Editor may, at its sole discretion, provide an update of the software package or a workaround. The guarantee of the Editor is subject to the following:
- The Customer must notify in writing to the Editor, during the warranty period, any failure of the software package.
  - No correction, addition or unauthorized changes to the package itself, the conditions of its installation or its use must have been made by the Client or a third party acting on behalf of the Client.
- 9.5. -** The guarantees granted to the Customer under this Article shall be exclusive of any other contractual warranty, explicit or implicit.
- 9.6. -** Starting the completion of the warranty contract, the Editor agrees to provide support / maintenance of the software package through an annual fixed amount specified in the contract, payable in advance, all banking costs paid by the Client. This annual amount is 20% of the initial cost of the licence if delivered before end 2011
- 9.7. -** The Editor strongly advises to pay the maintenance cost for the whole period of the Project as a lumpsum. The banking transfer costs should then be paid only once
- 9.8** The guarantees granted to the Customer under this Article shall be exclusive of any other contractual warranty, explicit or implicit.

**Article 10. - Responsibility**

- 10.1. -** The Client is responsible for the holding of the software and of saving the data it processes.
- 10.3. -** The Editor shall not be held responsible for any directly or indirectly damage coming from the package or its functioning.

**Article 11. - Confidentiality**

Both parties undertake to take all necessary precautions to maintain the confidentiality of confidential information of the other party.

**Article 12. - Assignment of Contract**

The present contract cannot be transferred or assigned in whole or in part without the prior written permission of the Editor.

**Article 13. - General Provisions**

**13.1. - Notification**

Any written notice related to the license may be validly made by letter, signed, sealed, scanned, e-mailed to the addresses indicated in the contract or on the MD2I web site

**13.2. - Force Majeure**

Neither party shall be liable for delays or failures to fulfill its contractual obligations arising out of one or more events that are beyond their control and monitoring.

In case of force majeure, the party concerned must give written notice to the other party and make every effort to provide a solution or try to limit its impact to resume its contractual obligations as soon as possible.

**Article 14. – Dispute resolution**

The contract is subject to French law.

Any dispute which cannot be resolved amicably shall be submitted to the Tribunal's jurisdiction at the Head Office of the Editor.