LICENCE AND SERVICES CONTRACT

VISUAL PLANNING^{TM}
AND
RELATED MODULES OF VISUAL PLANNING^{TM}
PRODUCT RANGE

BETWEEN, ONE THE ONE HAND :

The firm :

Headquarters address :

Represented by :

As (position) :

Designed hereafter by «The Customer»

AND, ON THE OTHER HAND :

The firm : **STILOG I.S.T.**

Headquarters address : Parc des Fontaines, 55 Avenue des Champs Pierreux

92000 Nanterre - FRANCE

S.A.S. with a capital of 1,500,000.00 Euros

R.C.S. Nanterre B 382 489 029

Represented by : **Christophe POIRMEUR**

As : **General Director**

Designed hereafter by «The Editor»

IT IS AGREED THAT :

STILOG IST - Informatique Scientifique et Technique	Phone: +33 1 47 29 99 69 Fax: +33 1 47 29 19 08
Parc des Fontaines – 55, avenue des Champs Pierreux	E-Mail Address: commercial@stilog.com
92012 Nanterre Cedex	S.A.S. au capital de 1,500,000 €
FRANCE	R.C.S. Nanterre B SIRET 38248902900050

1. Contractual definitions

« You » and « your » designate the person or legal entity who signed this agreement ("Agreement ") and ordered the software, and / or services related to Visual Planning ™ to STILOG I.S.T. or any of its authorized dealers.
 « Software » designate software products owned or distributed by STILOG I.S.T. that you have ordered, documentation and any updates provided under the maintenance contract.
 « Services » designate the maintenance, training, hosting, consulting or any other service ordered in order to implement Visual Planning ™.

2. Contractual documents

The contractual documents are this contract and the order related to this contract.

3. Rights granted

Upon acceptance of your order, you are granted a limited right to use software and services ordered - exclusively for internal operations related to your business - to the conditions specified in this contract, including definitions and pricing rules set in your order and in the software documentation.
The documentation is either shipped with the software or available online at:: http://www.visual-planning.com.
You can authorize your agent (s) or co-contractor(s) to use the software for the purpose of the contract. In that case, you are responsible for the agent(s) or co-contractor(s) compliance with this contract.
Services are provided in accordance with conditions applicable to your order.
These conditions can be modified at any time. The conditions that apply to you, and how to access them, are defined in your order. Upon payment of the price, you will benefit, with no extra-charge, for the duration of copyright protection, from the non-exclusive, non-transferable right to use exclusively for internal operations related to your business all that has been developed and delivered by STILOG I.S.T. specifically for you, under this contract.
However, some delivered items may be subject to special license terms set in the Purchase Order.
Services provided under this contract may refer to your license to use the "software" that "you" acquired under a separate order.
The contract referenced in your order shall govern use of the software.

4. Intellectual Property

STILOG I.S.T. retains ownership of the software and all the works developed by STILOG I.S.T. and delivered to you under this contract unless specifically authorized.
You may make a backup copy of these items to use only in case your primary system does not work.
You may not:
▪ remove or alter any property sign listed on STILOG I.S.T. software,
▪ put the software or the result of STILOG I.S.T. services available to third parties for their own business (unless such use is expressly provided by the software license or work resulting from the services that you purchased),
▪ conduct or permit the disassembly, decompilation or reverse engineering of the software,
▪ reveal the results of comparative tests of software to third parties without the prior consent of STILOG I.S.T..

5. Warranty and Limitations

For one (1) year after delivery, STILOG I.S.T. guarantees that software will operate as indicated in the documentation, on all essential points. You must notify STILOG I.S.T. for any breach of this warranty within one (1) year after delivery.
STILOG I.S.T. also ensures that services will be provided in accordance with the "rules of art". You must notify STILOG I.S.T. for any breach of this warranty within ninety (90) days from the execution of the services listed in the order form.
The above warranties are limited and STILOG I.S.T. does not guarantee the correction of all errors, or that the software will operate uninterrupted or error free, nor the ability of software to meet your specific goals.
If STILOG I.S.T. does not meet the terms of the above warranty, you will have the exclusive right to:

(i) require the correction of errors or, if STILOG I.S.T. is unable to remedy to the error at reasonable economic conditions, terminate the license agreement, and to require the price back-payment for the software or maintenance services not used,
or

(ii) to re-run faulty services or if STILOG I.S.T. is unable to remedy to the problem in reasonable economic conditions, to terminate such services and get a refund of the price paid for the defective services.

6. Evaluation licences

You have the ability to download evaluation licenses from the site http://www.visual-planning.com.
You are not allowed to use the evaluation software to provide or attend training services by third parties on the content or functionality of the software. You have 21 days from the date of installation to evaluate the software.
If you want to use such software beyond this period, you must purchase a license for such software from STILOG I.S.T. or an authorized distributor.
If you decide at the end of the period of 21 days not to acquire the license, you agree to cease use and delete the license from your computer systems.
Software provided under an evaluation license is provided as is and STILOG I.S.T. does not as such provide maintenance or warranty of any kind.

7. Counterfeit warranty - compensation

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If an infringement action is brought either against you or against STILOG I.S.T. (Receiver) on the grounds that the information, concepts, specifications, instructions, data, software and components (Component) provided by you or by STILOG I.S.T. (Provider), and used by the Receiver would violate the intellectual property rights of any third party, the Supplier shall indemnify the Receiver provided that:

- the complaint was notified to the Supplier within 30 days of its receipt by the Receiver or a shorter period if required by law,
- Receiver gives the provider the exclusive control of the defense and any settlement,
- Receiver provides the information to the provider, governments and assistance, and the means to defend or settle the dispute.

If it is established, or if the provider believes, that the component may have violated intellectual property rights of any third party, the Supplier may, at its option, change the component to stop the violation (while retaining the essential of functionality or purpose) or a license that allows continued use of the component.
If none of these actions is economically acceptable, the Supplier shall be entitled to terminate the license for the component in question, to demand the return, and refund the fees paid to the Receiver and the corresponding fees paid in advance for technical support on a pro rata temporis basis.
The Receiver can not claim any compensation if the provider changes the component or if it uses other than as provided in the user documentation of the Supplier, or uses a version that is no longer marketed, if the infringement could have been avoided by using an unmodified version of the current component supplied to the Receiver. The Receiver can not claim any compensation if the claim is based on information, concepts, specifications, instructions, data, software and components not supplied by the Supplier.
STILOG I.S.T. will not indemnify you if the claim is due to the use of the compound in combination with software or services not provided by STILOG I.S.T..
The provisions of this Article constitute the exclusive remedy for infringement.

8. Maintenance

Maintenance Services referred to in the order include the Software Updates, Product Support and / or any other provision of support may be ordered in addition.
The annual technical support services that may be ordered are provided in the first year and every year following the terms and conditions in force at the time they are executed. They are part of this contract and subject to change at any time by STILOG I.S.T.. However, STILOG I.S.T. will not reduce significantly the level of software support incurred during the period for which fees have been paid.
Maintenance takes effect from the date of delivery or, if delivery is not requested, after the effective date of the order.
The maintenance order may be renewed for one year or more, and as long as you renew maintenance for the same number of licenses and the same software.
If you choose to purchase maintenance for a license belonging to a group of licenses, you must acquire the same level of maintenance for all licenses owned by the same group.
You have the right to terminate maintenance 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 to the conditions and maintenance rates in effect at the date of termination.
If you decide not to purchase maintenance, you are not allowed to update the not supported licenses with new versions.
STILOG I.S.T. reserves the right to discontinue support of some of its software and some of its versions.

9. Termination

For non-performance of its basic obligations by either party, the other party will automatically terminate this contract and put an end to the use of software and provision of services including technical support, 30 days after notice in writing has remained ineffective. If STILOG I.S.T. terminates the contract either under this Article or under Article of warranty infringement, all charges billed or to be billed become due within 30 days or less, and all outstanding amounts on software and services ordered under this contract, plus taxes and fees.

10. Billing and payment

Invoices are payable under the conditions indicated in the proposal associated with the order.
Prices exclude taxes. The value added taxes or other fees and applicable taxes will be charged extra.
Any invoice not paid when due will result in full billing of penalties.
You accept the payment obligations as stipulated in the order form and certify that they do not depend on the future availability of a program or a certain version.of it.

11. Confidentiality

As part of this Agreement each party may have access to information considered by the other party as confidential (confidential information).
Are restrictively defined as Confidential Information all information concerning the pricing and contractual terms and any information explicitly marked "Confidential."

Are not considered Confidential Information, information that:

(a) entered the public domain before or after its disclosure and, in any case in the absence of any fault of the party receiving the Confidential Information,
(b) was in lawful possession of the other party prior to its disclosure and have not been obtained by it, directly or indirectly from the party who disclosed it,
(c) is received from a third party lawfully and without restriction,

(d) is independently developed by the other party.

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Each party agrees to keep confidential and not to disclose confidential information of the other party for a period of three years following its disclosure. In addition, each party agrees to disclose confidential information only to employees and agents who need it because of this contract and have the obligation to protect them from unauthorized disclosure.

Nothing prevents the parties from disclosing the terms, including pricing of this contract or order, to enforce their rights through legal proceedings arising from this contract or related to it.

12. Full agreement

You agree that this License Agreement, including the related order, as well as any information that is part hereof by written reference, including the contents of the URL and general conditions are referenced, and/or other services ordered, supersede any written or oral agreement or declaration, prior or contemporaneous, relating to the software and/or services.

The declaration of invalidity and/or unenforceability of any provision will not result in invalidity or unenforceability of any remaining provisions.

It is expressly agreed that the terms of this Agreement will prevail over the terms of any purchase order or of any document not issued by STILOG I.S.T., none of the terms in said customer's order or document not issued by STILOG I.S.T. not being applicable to STILOG I.S.T. software or services ordered.

13. Liability

The parties shall in no way be responsible for consequential damages. For consequential damages, the parties agree to hear including loss of turnover, revenue, data or use thereof, incurred by the other party or third parties.

It is your responsibility to take all precautions necessary for safety and storage of files, data and information support you use.

The responsibility of STILOG I.S.T. in breach of security, integrity or legality of the data will in no case be engaged.

The responsibility for any direct STILOG I.S.T. responsibility hereunder shall not exceed the amount of the price you paid under the Purchase Order of the software or services that caused the damage. The provisions of this Agreement allocate the risk between the parties. The agreed prices reflect this allocation of risk and resulting limitation of liability.

14. Other stipulations

The law applicable to this contract is the French law. Courts jurisdiction over all disputes between the parties relating to the validity, interpretation and execution of this contract are those of Nanterre (92000-France).

You may not assign, transfer this agreement or software or any interest thereon, or contracts for services or an interest in them, to any other person or entity.

If you assign them as collateral, the beneficiary has no right to use or transfer the software or the services available and if you decide to finance your order, you will comply with the conditions of Use of IST STILOG available at: http://www.visual-planning.com.

With the exception of claims for payment or those resulting from a breach of intellectual property rights of STILOG I.S.T., no action under this contract may be brought by either party more than two years after the event causing the said action.

15. Force majeure

The Parties shall not be liable for any failure 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 by public authorities (including the denial or cancellation of export license or otherwise) or any other event beyond the control of the obligated party. The Parties shall endeavour to limit the effects of force majeure. If it lasts for more than 90 days, the other party may cancel the services not performed by registered letter.

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

Done in duplicate in Nanterre the (date)

For the customer: For the editor:

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