

SCHEDULE ONE - VP PLANNING SUPPORT AND MAINTENANCE – STILOG I.S.T.

BETWEEN :

Address: **COMPANY NAME**
Client Address
Client Street
Client Town
Client Post Code
UNITED KINGDOM

Represented **Contact Name**
by:
As (position): **Title**
Named hereinafter "**Licensee**";

AND :

Address: **STILOG IST**
55 avenue des Champs Pierreux
92000 NANTERRE
FRANCE

Represented **Christophe Poirmeur**
by :
As : **CEO**
Named hereinafter "**Stilog**".

SCHEDULE ONE - VP PLANNING SUPPORT AND MAINTENANCE – STILOG I.S.T.

IMPORTANT – PLEASE READ THESE TERMS CAREFULLY

This Support and Maintenance Agreement ("**Agreement**") is an addendum to the Visual Planning End User License Agreement (the "**License Agreement**") between Stilog I.S.T. ("**Stilog**") and the Licensee identified in the License Key, and forms a part of the License Agreement. This Agreement sets for the terms and conditions governing Stilog's provision of Support and Maintenance Services for the Software (the "**Services**") as described in Section 2 below.

By purchasing or using the Services, Licensee acknowledges and reaffirms its agreement to be bound by the License Agreement including the terms of this Agreement. Any capitalized terms not otherwise defined herein shall have the meanings given to them in the License Agreement. In the event of a conflict between the Agreement and the License Agreement for the purposes of the Services, this Agreement shall control.

1. SUPPORT AND MAINTENANCE SERVICES.

1.1. Scope of Support and Maintenance Services. Stilog will provide the following Services subject to Licensee's payment of the Support and Maintenance fees indicated on applicable Proposal:

- a. Technical Support. Stilog will provide technical support to Licensee's technical point of contact ("**TPOC**") for problems encountered by Licensee while installing or using the Software where there is a reasonable expectation that the problem is caused by the Software. Licensee may submit requests for technical support by: a) submitting a support ticket on the online support site at http://www.visual-planning.com/support_en/web/; b) if documents need to be attached to the request, sending e-mail to support@stilog.com; or c) by calling the Stilog support hotline set forth at +33 1 47 29 29 67. The support hotline is available Monday to Thursday from 9:15 AM to 1:30 PM and from 2:30 PM to 6:00 PM, French time and on Fridays from 9:15 AM to 1:30 PM and from 2:30 PM to 5:00 PM, French time, excluding holidays, French holidays and weekends. A list of applicable French public holidays for 2014 is provided in Exhibit C. Stilog will respond to all tickets submitted, e-mail and telephone support requests within 8 working hours. This response time does not include resolution time. Stilog will use commercially reasonable efforts to resolve all support requests promptly.

SCHEDULE ONE - VP PLANNING SUPPORT AND MAINTENANCE – STILOG I.S.T.

Stilog will provide the Services remotely in English from Stilog's site unless otherwise agreed in a writing signed by the Parties. Additional fees will apply, including reasonable travel and living expenses, where onsite visits are required.

- b. Updates and Upgrades. Licensee is entitled to receive a copy of all Updates, Upgrades and revised Documentation for the Software licensed when these become generally commercially available during Term of this Agreement. **"Update"** means a patch to be installed on the most current version of the Software. **"Upgrade"** means a new standalone version of the licensed Software. Licensee shall be solely responsible for the installation of Updates and Upgrades. For the avoidance of doubt, Licensee will not be entitled to receive new products, programs, modules or features that Stilog advertises or licenses separately from the licensed Software.
- c. Stilog Knowledge Base. Licensee will be provided with access to the Stilog self-help knowledge base available at <http://www.visual-planning.com/doc/doku.php?id=en:start>.

1.2. Exclusions from Support and Maintenance Services.

- a. Covered Software Versions. The Services are provided only for versions of the Software that are actively being licensed by Stilog, plus those versions of the Software that have not passed beyond their Support Period as set forth below.
- b. Support Period. Stilog will make technical support available for each version of the Software from the date of its general commercial release until six (6) months after the general commercial release date of the subsequent Upgrade (the **"Support Period"**). Upon the release of an Upgrade to the Software, Stilog will cease selling licenses to and providing any new Updates for the prior version. If a problem arises with a previous but currently supported version of the Software, Stilog may, at its sole discretion, either: (1) recommend a workaround; (2) issue a patch for the previous version; or (3) recommend that Licensee upgrade to the current version.
- c. Supported Licenses. The Services provided are attached to the Licenses delivered to Licensee and identified in Exhibit A. If Stilog reasonably determine that a reported issue is not related to the said Licenses, Stilog may charge Licensee for any Services rendered for the support request on a time and materials basis at Stilog's then current standard professional services rates.
- d. Additional Exclusions. The following matters are not covered by the Services. If Stilog reasonably determines that a reported problem is caused

SCHEDULE ONE - VP PLANNING SUPPORT AND MAINTENANCE – STILOG I.S.T.

by any of the following, Stilog may charge Licensee for any Services rendered for the support request on a time and materials basis at Stilog's then current standard professional services rates:

- i. Any problem resulting from the misuse, improper use, or damage to the Software;
- ii. Any problem caused by modifications to the Software not made or expressly authorized in writing by Stilog;
- iii. Any problem caused by or resulting from third party software;
- iv. Any problem caused by or resulting from the equipment or hardware used with the Software; and
- v. Any problem relative to a specific configuration of a Visual Planning planner by a Stilog consultant, a third party or the Licensee.

Stilog's Services do not include the installation of Updates or Upgrades, or the recovery of lost data. Notwithstanding the foregoing, Stilog will not charge Licensee for a support request to the extent that Stilog reasonably determines that the problem was caused by a programming error in the Software.

1.3. Licensee Responsibilities. Stilog's performance of the Services depends on Licensee's performance of the following obligations. Stilog will not be responsible for delays in providing the Services caused by Licensee's failure to perform these obligations.

- a. Licensee must install each Update within two (2) months of the date of its general commercial release.
- b. Licensee will designate a TPOC for the purpose of submitting support requests and receiving support under this Agreement.
- c. Licensee will reasonably cooperate with Stilog in its delivery of the Services. Such cooperation includes promptly providing Stilog with:
 - i. all the steps necessary to recreate the reported problem and any other information or documentation that Stilog may reasonably request; and
 - ii. reasonable assistance in re-creating and diagnosing the problem.
- d. Licensee is responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, Internet connectivity, and other hardware necessary to operate the Software.
- e. Stilog technical support personnel may require remote access to Licensee's systems in order to diagnose and resolve technical support issues. Licensee agrees to provide Stilog with access codes, procedures and permissions to access the Licensee's systems solely for the purpose of Stilog's provision of

SCHEDULE ONE - VP PLANNING SUPPORT AND MAINTENANCE – STILOG I.S.T.

technical support. Stilog personnel will only access those systems authorized by Licensee.

2. FEES AND TERM. The Services are a separately billable annual subscription service which is payable in advance. The fees for the Service are related to the quantity and type of Licenses purchased by Licensee and will be set forth on the Purchase Order(s). Any License purchased by Licensee that is not identified in Exhibit A will be subject to a separate Support and Maintenance fee. The fees for the first year of the Services (the “**Initial Term**”) will be invoiced together with the Software license fee. The Services subscription will automatically renew for additional one (1) year terms (each a “**Term**”) at the expiration of the then current Term unless terminated in accordance with Section 4. The fee for each renewal Term will be due and payable no later than the last day of the previous Term. Stilog may raise its fees for the Services at any time by giving Licensee at least thirty (30) days prior written notice. Any fee increases will be effective as of the next renewal Term. If Licensee terminates or otherwise allows the Services to lapse through non-payment, Licensee will be required to pay all Services fees that would have been due for the period of such lapse prior to resuming the Services.

3. CONFIDENTIALITY. For a period of five (5) years after initial disclosure, neither Party will disclose the other Party’s Confidential Information without the other Party’s prior written consent except in furtherance of this Agreement. “**Confidential Information**” means non-public information that is designated as confidential or which a reasonable person knows or should reasonably understand to be confidential. Confidential Information does not include information that a Party can document through competent written evidence:

- is or becomes publicly available without a breach of this Agreement;
- was lawfully known by the other without an obligation to keep it confidential;
- is received from another source who can lawfully disclose it; or
- is independently developed.

Neither Party will disclose the other Party’s Confidential Information except (a) to obtain advice from legal or financial consultants, or (b) if compelled by law, in which case the Party compelled to make the disclosure will use its best efforts to give the other Party notice of the requirement so that the disclosure can be contested. Each Party will take reasonable precautions to safeguard the other’s Confidential Information. Such precautions will be at least as great as the receiving Party takes to protect its own Confidential Information. Each Party will only disclose the other Party’s Confidential Information to its employees, consultants, or subcontractors only on a need-to-know

SCHEDULE ONE - VP PLANNING SUPPORT AND MAINTENANCE – STILOG I.S.T.

basis, provided that such employees or subcontractors are subject to confidentiality obligations no less restrictive than those contained herein. Either Party may provide suggestions, comments or other feedback to the other with respect to the other Party's products and services. Feedback is voluntary and the Party receiving feedback may use it for any purpose without obligation of any kind except that the Party receiving feedback will not disclose the source of feedback without the consent of the Party providing it.

4. TERMINATION. Either Party may terminate this Agreement for a material breach of its terms by the other Party, provided the breach has not been remedied within thirty (30) days of receipt of a written notice from the non-breaching Party specifying the breach. Licensee may cancel its Services subscription by giving Stillog at least thirty (30) days prior written notice. However, any pre-paid fees will be non-refundable. Stillog may discontinue offering the Services at the end of a Term by giving Licensee thirty (30) days prior written notice. Termination of this Agreement will have no effect on Licensee's rights under the License Agreement to the version of the Software then in Licensee's possession. Stillog, at its sole option, may cease providing the Services to Licensee if Licensee fails to pay in full any outstanding and undisputed fees due under this Agreement within thirty (30) days after the date of Stillog's notice to Licensee of nonpayment. Stillog will recommence providing the Services upon receipt in full of all such past due amounts.

5. WARRANTY; DISCLAIMERS. Stillog warrants that the Services will be performed in a workmanlike manner in accordance with industry standards. STILOG MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY OTHER WARRANTY OF ANY KIND RESPECTING ANY SERVICES PERFORMED HEREUNDER.

6. LIMITATION OF LIABILITY. THE TOTAL CUMULATIVE LIABILITY OF STILOG TO LICENSEE FOR ANY AND ALL LIABILITY ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE FEES PAID TO STILOG BY LICENSEE UNDER THIS AGREEMENT FOR THE TWELVE MONTHS IMMEDIATELY PRECEDING SUCH LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS SUBSIDIARIES OR SUPPLIERS, WILL BE LIABLE FOR ANY INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, DAMAGES FOR LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING IN CONNECTION WITH THIS AGREEMENT, THE SERVICES, OR

SCHEDULE ONE - VP PLANNING SUPPORT AND MAINTENANCE – STILOG I.S.T.

FROM THE USE OF OR INABILITY TO USE THE SOFTWARE OR DOCUMENTATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. HOWEVER, THIS EXCLUSION DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATIONS OR OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

SCHEDULE ONE - VP PLANNING SUPPORT AND MAINTENANCE – STILOG I.S.T.

7. GENERAL

7.1. Communications. All written notices and invoices required to be sent shall be deemed to have been sent when posted by pre-paid post or sent by courier or overnight delivery service to the addresses set forth on the Order Form or to such other address as may be designated by a Party and shall be deemed received within five (5) working days if sent by first class post or within one working day if sent by courier or overnight delivery service.

7.2. No Assignment. This Agreement may not be assigned by Licensee without Stilog's prior written consent, which consent shall not be unreasonably withheld.

7.3. Force Majeure. Except for the obligation to pay monies due and owing, neither party shall be liable for any delay or failure in performance due to events outside the defaulting party's reasonable control, including without limitation, acts of God, earthquake, labor disputes, shortages of supplies, actions of governmental entities, riots, war, fire, epidemics, terrorism, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

7.4. Entire Agreement. This Agreement, including any referenced written addenda, Order Forms and exhibits constitutes the entire agreement between the Parties and supersedes all previous agreements or representations, written or oral, with respect to the Software and Documentation. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each Party.

7.5. Informal Dispute Resolution. Except for the right of either Party to apply to a court of competent jurisdiction for injunctive relief, if any dispute arises between the Parties, the Parties shall first attempt to resolve such dispute among themselves prior to resorting to any formal legal action. Either Party may notify the other Party in writing of the occurrence of a dispute and establish a mutually convenient time and place to discuss the dispute. In any event, the meeting shall occur within a commercially reasonable period of time (which period shall not exceed fifteen (15) days from the date of the notice) and shall take place between Stilog's account executive, Licensee's equivalent representative and Licensee's Chief Information Officer. If the meeting does not resolve the dispute, either Party may then give the other Party written notice that the dispute continues. Within a commercially reasonable period of time after such notice, which period shall not exceed fifteen (15) days from the date of such notice, designated executives of both Parties shall meet to discuss the issue at a mutually convenient time and place. Such executives shall be at each Party's Vice President level or above. If the dispute has not been resolved within a reasonable period of time thereafter, then either Party may pursue applicable remedies under this Agreement, at law, or in equity.

SCHEDULE ONE - VP PLANNING SUPPORT AND MAINTENANCE – STILOG I.S.T.

7.6. Independent Contractors. *Nothing in this Agreement shall be construed to create any agency, employment, joint venture, or franchise relationship between Licensee and Stilog. Stilog shall be an independent contractor of Licensee for the performance under this Agreement.*

7.7. Exhibits. *Exhibits A and B described below and attached hereto, are incorporated into this Agreement wherever referenced.*

Exhibit A *Summary of Licenses and Version covered by the Agreement*

Exhibit B *List of French public holidays*

IN WITNESS WHEREOF, *the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year first set forth above.*

STILOG IST

COMPANY NAME

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE ONE - VP PLANNING SUPPORT AND MAINTENANCE – STILOG I.S.T.

EXHIBIT A: Summary of Licenses and Version covered by the Agreement

COMPANY:	COMPANY NAME
Serial numbers:	
Installation:	
Contract number:	
Start date:	
End date :	

SCHEDULE ONE - VP PLANNING SUPPORT AND MAINTENANCE – STILOG I.S.T.

EXHIBIT B: List of French public holidays

List of French Public Holidays in 2015:

Date	Day	Holiday (English)	Holiday (French)
1 January	Thursday	New Year's Day	Jour de l-An
6 April	Monday	Easter Monday	Lundi de Pâques
1 May	Friday	Labour Day	Fête du Travail
8 May	Friday	Victory in Europe Day	Fête de la Victoire
14 May	Thursday	Ascension Day	Ascension
24 May	Sunday	Whit Sunday	Pentecôte
25 May	Monday	Whit Monday	Lundi de Pentecôte
14 July	Tuesday	National Day	Fête Nationale
15 August	Saturday	Assumption of Mary	Assomption
1 November	Sunday	All Saints' Day	Toussaint
11 November	Wednesday	Armistice Day	Armistice 1918
25 December	Friday	Christmas Day	Noël

French Public Holidays will change each year. The above is indicative of 2015.