



General terms of use of the RAPHTON software (May 2017)

Article 1 - DEFINITIONS

Herein, the following terms starting with a capital letter have the meaning given to them unless otherwise stated:

- **Assistance** Designates the assistance service provided by ACCELAD to the client and as described in these terms.
- **Terms of use** Means these general terms of use of the software.
- **Client** The person or entity who committed for its or his own needs, to these terms for the use of all or part of the software.
- **Documentation** Refers to the description of the features of the software as well as its operating manual provided electronically in English.
- **Data** Refers to information provided by the client for the use of the software and stored in the database of the software.
- **ACCELAD** Designates the ACCELAD limited company with a capital of 91.324 euros, registered in the trade and companies register of Toulouse under the number 811 618 107 and whose head office is located 31 allée Jules Guesde, 31000 Toulouse.
- **Software** Refers to the RAPHTON software, distributed in the form of object code, including the database that it integrates.
- **Offer (s)** Refers to the commercial, technical and pricing conditions for the use of the Software.
- **Party** Means either ACCELAD or the client, designated together as the "Parties".
- **Site(s)** Refers to the (s) site (s) where the software can be used by the client.
- **User (s)** Means the individual client or, in the case of customers that are entities, its staff or any subcontractors working on its site and authorized by the latter to use the software.

Article 2 - OBJECT

- 2.1 These terms and Conditions are intended to define the terms of use of the software by the client.
- 2.2 The mere action by the Client to install or use the software means the unconditional acceptance of these terms, which the client acknowledges having read prior to any installation or use.
- 2.3 Unless written otherwise, use of the software is governed by the terms of use set forth in this document.

Specific conditions of use of the software based on the needs of the client, within the offer, may derogate from these terms.

Any possible change in the terms of use will be brought to the attention of the client for acceptance. In the event that the Client has subscribed to the annual licenses for the Software, any renewal of the said licenses after the ACCELAD has communicated to the Client a new version of the present terms of use entails acceptance by the Client of the new version of the terms of use.

Article 3 - APPLICATION OF THE TERMS OF USE

- 3.1 By accepting the offer, the client accepts all of the provisions of these terms, except derogation (s) that may have explicitly been stated in the offer or agreement between the client and ACCELAD to waive one any of the following provisions. Any general conditions

of purchase of the client shall not apply to the offer or the software and/or services referred to in the offer.

- 3.2 ACCELAD has complete freedom to decide to not grant a license to any third party.

In general, no refusal to conclude by ACCELAD of any kind constitutes fault and cannot generate the right to indemnity for the Client.
- 3.3 No order may be cancelled totally or partially, or more generally changed, by the client, once he has accepted the offer of ACCELAD.
- 3.4 The benefit of the license is personal to the client and may not be assigned, transferred, or sublicensed without the prior and written consent of ACCELAD.

Article 4 - RIGHT OF USE

- 4.1 The right to use for the software is granted for the duration indicated in the offer, without tacit renewal.
- 4.2 Subject to the payment by the client under the terms of the offer, ACCELAD gives the Client - including its possible subcontractors working on his site - a personal, non-nominative, non-exclusive, non-transferable and non-assignable right to use the Software for the Client's internal needs, and for use on the Client Site(s) identified in the Offer exclusively, without restriction in terms of the number of users. This right is granted for use of the software by the client's personnel or any subcontractors working on its site exclusively.
- 4.3 To ensure the normal operation of the software, the client must comply with the technical requirements (software, hardware, network, ...) as shown in the offer and which the client declares to have read before accepting the offer.
- 4.4 The software must strictly be used under the following conditions:
 - In accordance with the stipulations of these terms and the Documentation.
 - For the sole internal and personal needs of the client and its employees or any subcontractor working on his site;
 - By a user who will be trained in the use of the software;
 - On the Site (s) designated in the offer. Any change of site is subject to the prior written consent of ACCELAD.
- 4.5 Any use of the software not in compliance with the right of use conferred hereby or the Documentation would be a violation of the rights of exploitation of the software and as a result, a crime of counterfeiting in accordance with the provisions of article L.335 - 3 of the Code of intellectual property.
- 4.6 The license granted herein excludes all rights of translation, adaptation, arrangement or modification of the software. It is stated that in accordance with the provisions of article L.122 - 6-1 of the Code of intellectual property, ACCELAD reserves the right to correct any errors affecting the software. In the event where the client would need information necessary for interoperability of the software with other software, it or he must make the request to ACCELAD in writing. The Parties shall then agree on the modalities of the performance as soon as possible.
- 4.8 The client has the right to make a backup copy of the software. This backup copy must be destroyed by the client at the time of the expiration of the license.

Article 5 – PRICES AND TERMS OF PAYMENT

5.1 The use of the software is paid for in accordance with the price conditions outlined in the offer (hereinafter the "charge").

The rates listed in the offer are fixed and not revisable for the duration of the license, and expressed without taxes and in euros.

5.2 The payment of the fee will be made according to the terms defined in the offer.

ACCELAD is not required to make available the software ordered by the Client if it does not get the payment of the price under the conditions and according to the above stated terms.

5.3 In case of payment by cheque, it is presented for collection upon receipt.

Payments made by the client will be considered definitive only after effective cashing by ACCELAD of the amounts owed by the client.

No cost extra, higher than the costs borne by ACCELAD for the use of a payment method will be charged to the client.

5.4 Furthermore, in case of delay or default of payment of any invoice, ACCELAD reserves the right, in addition to the suspension of the right to use the software, to charge the full price due for the selected offer and not yet charged to the client, with these invoices immediately becoming due in full amount.

In addition, in the event of late payment and without it being necessary to give the Client formal notice to pay, the latter shall be liable for a lump sum of indemnity of forty (40 €) Penalties for late payment, calculated on the basis of the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points, the aforementioned penalties being due without a reminder being necessary.

5.5 Finally, the following performances are excluded from the license fee and give rise to separate billing:

- The training services,
- And more generally, all services not covered by the licenses for the use of the Software, such as, in particular, any support or maintenance services that the Client may request, are subject, if need be, to a Separate contract.

Article 6 - DELIVERY

6.1 The software includes:

- The software (including the database that it integrates) provided in object code form and on media readable by the computers of the user, in the version identified in the offer;
- The Documentation.

6.2 The software will be supplied to the client in accordance with the timeframe stipulated in the offer.

Article 7 - TRAINING

The client may benefit from specific training according to the financial terms agreed in the offer. The Client shall not communicate the training medium to any third party nor communicate the paper copies of said medium, in whole or in part, to any person other than the Users.

The modalities of training are the responsibility of the client, such as provision of a room and computer equipment on Site where the training is to be held.

The training dates will be defined in agreement with the Client. They will be agreed within a minimum period of thirty (30) days prior to the training.

Article 8 - INSTALLATION

The installation of the software on the Site and on the computer hardware designated by the client will be made by ACCELAD personnel exclusively, who will conduct tests to ensure the proper functioning of the software. The installation date will be fixed by mutual agreement between the Parties.

Technical and financial installation details are specified in the offer.

The installation will result in the signing of minutes of receipt signed by both Parties, which will be the acceptance of the software.

Any movement on the client site will be billed in the amount of the costs incurred by ACCELAD.

In the case of installation of the software on multiple servers, maintaining the proper synchronization and consistency of the database will be the responsibility of the client.

The Client must communicate to ACCELAD any safety rules that are applicable on the Site before any intervention.

Article 9 – ACCESS TO THE SOFTWARE

9.1 Access to the software by the user will be by means of an identifier.

The client will designate an administrator, under his responsibility, in charge of creating the identifiers of each user.

The identifiers are not provided by ACCELAD.

The identifier is intended particularly for:

- Reserving the use of the software for the client,
- Protecting the integrity and availability of the software
- Protecting the integrity, availability and confidentiality of the data.

Each identifier is confidential. The client agrees to make every effort to maintain his credentials confidential and not to disclose them in any form whatsoever.

9.2 The loss, theft or fraudulent use of credentials is not supported by ACCELAD and is the sole responsibility of the client.

Article 10 - USAGE RESTRICTIONS

10.1 The right of use of the software is strictly limited to the rights provided herein. Any use not provided herein is strictly prohibited.

10.2 Therefore, the client is especially not allowed to:

- Use the software outside of the terms provided for in the terms of use;
- Reproduce, on a permanent or interim basis, the software made available, in whole or in part, by any means and in any form;
- To translate, adapt, arrange or modify the software, export it to merge with other computer applications;
- To make a copy of all or part of the software;
- To change (especially by decompiling), alter, adapt, arrange, and more generally to change all or part of the software.
- To correct, or have corrected by a third party, any abnormalities of the software without having obtained the prior agreement of ACCELAD;
- To concede an any right of use or those rights made available, regardless of the way, for the software or its Documentation to any third party whatsoever;
- To disseminate or market the software, free or against payment;
- Decompiling the software, particularly for the development and sale of similar software;
- To make any adjustment or modification of the software, including for use on a non-recommended configuration;
- To translate the software into other languages.

Article 11 - OBLIGATIONS OF THE CLIENT

The Client assures that, prior to the acquisition from ACCELAD of licenses for the use of the Software, he has taken note of the technical characteristics of the Software as well as the technical requirements.

The client acknowledges that any treatment, transmission, dissemination or representation by himself of the data via the software, is performed under his sole and full responsibility and in strict compliance with the legal and regulatory provisions applicable.

The client agrees to:

- Respect the rights of third parties, including intellectual property rights, and the legal requirements and regulations relating to personal data;
- Not to develop or market products similar to the software of ACCELAD and those that may compete with ACCELAD.
- Immediately report any anomaly concerning the software;
- Designate within itself a responsible person to communicate with ACCELAD;

Article 12 - INTELLECTUAL PROPERTY

12.1 Software, brands, domain names, content and distinctive signs present on the website of ACCELAD, with the exception of the data, are the exclusive property of ACCELAD or the result of a right of use granted personally to ACCELAD.

Unless otherwise agreed, these terms do give the client any ownership rights on intellectual property for elements cited here, with the exception of data which remain the property of the client.

12.2 The right to use the software granted to the client cannot be considered as an assignment of the rights of intellectual property for the benefit of the client but is a simple right of use of the software, for the duration of such license as specified in the offer.

Article 13 - COUNTERFEITING

13.1 ACCELAD indemnifies the client for the duration of their contractual relations, against any action or claim brought by third parties against the client on the grounds that the software is an infringement of pre-existing rights of intellectual property in France.

In this context, and within the limit of the liability ceiling referred to in article 15 below, the provider will pay all damages or any compensation that the client would have paid to a third party, in execution of a court decision binding and final, on the basis of the counterfeiting from the fact of the use of the software in accordance with these terms.

In the case of such a claim, ACCELAD may at its option and at its expense:

- Change all or part of the software allowing its use;
- Obtain a right of use from a third party.

If none of the proposed solutions is technically or financially reasonable, ACCELAD may simply terminate the right to use the software and refund to the client the fees paid for obtaining the licenses to use the software.

13.1 This warranty is subject to the following specific conditions:

- That the client has complied with all the provisions laid down in the terms of use and all of the terms of use provided in the Documentation.
- That the client has notified, by RLAR, ACCELAD within fifteen (15) days of its receipt, of the claim, the action for infringement or declaration having preceded this action,
- The client is loyally working with ACCELAD to help defend itself, particularly by providing the elements and information available to carry out such a defense.
- That ACCELAD has the responsibility and control of the proceedings and that, accordingly, it can control the amount of Attorney's fees and other costs associated with this procedure;
- That the client accepts that ACCELAD negotiates the possibility for the client to continue to use the software or the contested part of the software or proceeds with its amendment or its replacement by a non-infringing item presenting features and mode of operation that are or is at least equivalent.

13.3 ACCELAD grants no warranty if the software used by the client is not the latest version or if the infringement comes from the combination of the software with third party software.

Article 14 - WARRANTY

14.1 ACCELAD guarantees that the software conforms to the Documentation. This warranty is valid for three (3) months from the

date of delivery, unless there is a contractually agreed warranty extension in the offer.

In case of anomalies detected and proven, during the warranty period, ACCELAD will ensure, free of charge and as soon as possible, the correction thereof, subject to the fact that any abnormalities detected are reproducible, and their existence has been duly reported to ACCELAD within the warranty period by registered letter with acknowledgment of receipt

14.2 The above warranty is limited. Expressly excluded from the warranty are interventions of ACCELAD as a result of an unauthorized change, an error of handling or use that does not comply with the documentation, or even following an anomaly caused by another application of the Client not supplied by ACCELAD.

ACCELAD reserves the right to charge the client for all services performed that do not come within the scope of this warranty.

14.3 ACCELAD does not guarantee the ability of the software to meet all the needs of the Client, or its operation in any hardware or software environment, except for what is mentioned in the Documentation.

14.4 As such, the Parties waive specifically in respect of the terms of use, and the client accepts it, the application of the legal provisions on the guarantee for hidden defects or faults of the software. ACCELAD will be held liable for no other warranty in respect of the rights of use granted.

Article 15 - LIABILITY

15.1 ACCELAD is only bound by an obligation of means.

In any event, ACCELAD cannot be held responsible with regard to the client:

- Indirect damage sustained by the client, including loss pertaining to profit, operating, sales, client, goodwill, business opportunity, economy,
- Costs of replacement of software, services or technologies,
- The misuse of the software (not in compliance with the Documentation, fraudulent use, mishandling, accidental destruction of data by the client or a third party)

15.2 The software is used under the sole responsibility of the client.

The client must make, under his own responsibility and on his own initiative, a backup of the data processed directly or indirectly by the software.

ACCELAD is clear of any responsibility with respect to the implementation of the measures of computer security (antivirus, firewall...) necessary for the protection of workstations of the users and the consequences.

15.3 Under no circumstances will ACCELAD be held liable for any oversight of the client in the process of software and operating system updates.

15.4 In any case, the obligation to compensate to be performed by ACCELAD in the event of loss or damage shall in no case exceed the amount of money that the client has actually paid in accordance with the offer. This limitation of liability is an integral part of the agreement between the client and ACCELAD and was one of the essential elements taken into account in the determination of the price of the right to use the software.

Article 16 - TERMINATION

In the event of breach by a party of its obligations, including those of the client in terms of right to use the software provided for in articles 4, 11 and 12 of the terms of use and payment provided for in article 5 of the terms of use, the license may be terminated.

It is expressly understood that this termination will take place within its own right thirty (30) working days after the sending of a reminder to execute or implement has remained, in whole or in part, without effect. The reminder may be sent by registered letter with return receipt request or any extrajudicial action.

The financial consequences of termination are set out in article 17 of the terms of use.

In any case ACCELAD may request legal granting of damages, without prejudice to the application of any other penalty.

Article 17 - TERMINATION OF CONTRACTUAL RELATIONS

In case of termination or when the time period of a license has run out under these terms, the client must immediately stop using the software, all payments made by the client by the date of termination will remain with ACCELAD. The client will pay the Bills still unpaid and issued up to the effective date of the termination.

The client shall immediately cede to ACCELAD the copy or copies of the software, Documentation, backup in his possession, along with a certificate proving the uninstallation of the software.

Formally, the client may not make or keep a copy, in whole or in part, under penalty of counterfeiting.

At the end of the contractual relationship, whatever the cause, the data transmitted by the Client to ACCELAD through use of the software will be returned or destroyed, according to the instructions of the client.

Article 18 - INSURANCE

The client agrees to purchase insurance to cover the risks inherent in the use of the software.

The insurance should cover hardware, including computer programs and files, restoring of data, damages consecutive to the bugs and the unavailability of materials and computer programs belonging to the client and the coverage should be for an amount per claim that is usual in such a matter.

The client agrees to maintain these guarantees during the duration of use of the software and provide proof thereof at the request of ACCELAD.

Article 19 - CONFIDENTIALITY

19.1 On the occasion of the execution of the terms of use or use of the software, the Parties may have access to confidential information of the other party (hereinafter referred to as the "confidential information"). As such, considered to be confidential shall be information of any kind, commercial, industrial, technical, financial, nominative, which will have been provided by the Parties, or which they had knowledge of at the time of the conclusion of the offer.

Unless otherwise agreed, each of the Parties undertakes to keep confidential the confidential information of the other party, of whatever kind, which it could access due to this agreement, except with the prior and express authorization for disclosure of the Party concerned, and to use the confidential information only in the context of the use of the software.

The client is, within the meaning of article 1204 of the civil Code, obligated to enforce the respect of its employees, agents, personal or duly authorized subcontractors, for the commitment to the confidentiality explained above.

19.2 The following are not considered to be confidential information:

- Information that has come into the public domain at the time when brought to the knowledge of the other party,
- information already known to the other party prior to its transmission, provided that the latter demonstrates this by written documents with certain date,
- Information communicated to the other party by a third party not bound by an obligation of confidentiality.

19.3 In the case of termination of contractual relationships for any cause, at the request of one of the Parties with a notice period of fifteen (15) days, the other party must either return all originals, copies, reproductions and summaries of the confidential information, or prove the destruction or deletion of all media.

19.4 Confidentiality commitments survive the end of the contractual relationship for a period of three (3) years.

Article 20 - COMPUTING AND FREEDOM

20.1 The Parties undertake, as concerns the collection and/or treatment and communication of personal data, to comply with the rules applicable to the processing of said data and including provisions of law No. 78-17 of 6 January 1978 relating to computing, files and liberties, amended (hereinafter "Data Protection Act").

20.2 The Client therefore will implement, under his own responsibility, concerning the processing within the meaning of the Data Protection Act, declarations to the National Commission for Data Processing and Liberties (CNIL) relating to the processing of personal data, the requirements thereof. As a result, the client indemnifies ACCELAD against any appeal, complaint or claim from a physical person whose personal data would be collected or processed by the software.

20.3 It is specified that the Client expressly allows ACCELAD to store and use the personal data relating to the client. These personal data will be processed and used for the needs of commercial relations between ACCELAD and the client, and may be communicated to contractors, business partners of ACCELAD as well as to companies of its group, for use in their commercial activities with the client.

20.4 The client is sole owner of the data. He is solely responsible for the quality, legality and relevance of said data transmitted for the purposes of using the software. He assures, in addition, to be the owner of the respective intellectual property rights, allowing him to use the data. Accordingly it indemnifies ACCELAD upon first demand against any legal action, complaint or claim from anyone based on use of the data, and against any damage resulting thereof to ACCELAD.

20.5 The client expressly authorizes ACCELAD to process the data for the needs of the operations of maintenance and updates. ACCELAD undertakes to use the data by making every effort to ensure their confidentiality, make no copy of these outside the technical needs, and to make no other use of them than those uses provided for in the terms of use.

20.6 The client expressly allows ACCELAD to collect and process certain information about the use of the software for purposes of statistical monitoring, in anonymous form.

Article 21 - REFERENCE

The client authorizes ACCELAD to use, as a reference and for drawing attention in its brochures or that of its customers, its name and its logo,

Article 22 - PARTIAL INVALIDITY

The invalidity or unenforceability of any provision of these Terms does not prevail invalidity of the other provisions, which shall remain in full force and effect.

However, the parties may by mutual agreement, agree to replace the invalid provisions.

Article 23 - NO WAIVER

The fact that ACCELAD does not, at a given moment, avail itself to any of the provisions of these terms may not be construed as a waiver of ACCELAD to later on avail itself to one of these said provisions.

Article 24 - COMPETENT JURISDICTION AND APPLICABLE LAW

All disputes to which these terms could give rise, regarding their validity, their interpretation, their execution, their termination, their consequences and their follow-ups will be submitted to the courts of the jurisdiction of the Court of Appeal of Toulouse.

The provisions of these terms, as well as the contractual relationship between the client and ACCELAD in respect to the rights and services referred to in these terms are subject to French law.