NEOGROUPE GENERAL TERMS AND CONDITIONS OF SALE AND PRODUCT USAGE
Applicable from January 1st, 2019

Definitions

License: non-exclusive, non-transferable right of usage of the software applications that may be limited in time.

Software applications: A set of computer programs specified in the invoice, referred to as SOFTWARE APPLICATIONS, which may include: - operating systems - software tools such as database management systems (D.B.M.S.) or software engineering workshops (S.E.W.) - application software packages - specific software applications

Anomaly, Incident: repetitive and reproducible problem in the operation of the SOFTWARE APPLICATIONS which can be of two types:
- Major: any malfunction rendering the SOFTWARE APPLICATION usage impossible for one or more users.
- Minor: any operating anomalies allowing for the overall use of the SOFTWARE APPLICATION, but not of a particular function, not altering the general use of the SOFTWARE but rendering impossible the use of a specific function.

Bug: SOFTWARE APPLICATION design defect resulting in reproducible anomalies or repeated incidents of the same nature.

Editor: Legal entity or natural person owning from the SOFTWARE APPLICATIONS author the right to manufacture copies of the SOFTWARE applications provided the Editor ensures its publishing and distribution.

Hardware: Computer equipment or devices identified by a serial number, composed of computers or central processing units (CPU), their peripherals or accessories, including the network supporting infrastructure.

Sites / Locations: Addresses where the PROVIDER may perform SOFTWARE maintenance, which locations may be the site of operation (location of the computer systems) or the site of use (location where the SOFTWARE Applications are used). It is necessary that these addresses are specified in Schedule (of the present Contract).

Updates: Refers to any changes to the SOFTWARE applications from their original version that improve their usage or add functionalities.

Network: A set of physical and logical links to access remote Information Technology (IT) resources. The "local network" or "LAN" consists of all equipment and links under the control of the CLIENT or the control of the PROVIDER, within their respective premises. The "wide area network" or "WAN" includes all links between remote sites out of the control of the CLIENT or the PROVIDER. "Internet" means the public network operating with the IP protocol, with unwarranted bandwidth and availability.

"Website", "Internet site": A set of HTML pages served by a software server responding to http requests, typically over the TCP 80 port, and which may be located either on a LAN, WAN or on the Internet. A website is accessed through a browser, allowing for the interpreting and the display of HTML pages on the Client's workstation.

"Control", "Remote access/control" : Computer access method based on a remote control software, via the network and/or the Internet, allowing a remote operator (usually an employee of the PROVIDER) to use a CLIENT's computer as if there was a direct physical access to the console.

Intellectual property: Any patent, invention, design, process, technique, commercial brand, trademark, domain name, author's rights, copyrights, database rights, 'know-how', trade names, and other similar rights (registered or not, including all pending registration/applications for registration requests), throughout the world, and for the duration of the afore mentioned rights.

Database: A set of data organized as tables, indexes and integrity constraints. The access to this dataset is provided by a database engine, in the form of an executable service. This service supports queries from users of the database. The engine optimizes network traffic and usually allows for data encryption and compression. It may also allow online « hot » backups and online index reorganizations, depending on the version.

HFSQL: Database engine in HFSQL format (registered Trademark of PC SOFT), supplied as standard with the SOTWARE applications of the PROVIDER.

Syntec: The Syntec Federation/ Fédération Syntec is a group of French professional syndicates, specialized in the professions of engineering, technology/ high-tech, digital, studies and consulting, training and events, which companies are attached to the "national collective agreement of the engineering consulting firms", more commonly known as the "Syntec Convention".

1 – General Conditions Object

The present General Conditions, detail the conditions under which the Company NEOGROUPE, SARL registered at RCS de Créteil # 447 765 686, domiciled at 14, rue des Selliers in Marolles-en-Brie 94440 - France, and represented by Philippe HALIN, CEO, grants a usage license on its SOFTWARE APPLICATIONS, ensures their maintenance and offers additional services, in relation to or with no relation to its SOFTWARE APPLICATIONS, to the CLIENT. The CLIENT is defined as the signatory Company which, by using NEOGROUPE SOFTWARE APPLICATIONS in the frame of a license purchase or a license rental or by using NEOGROUPE services, accepts the present General Conditions.

2 – SOFTWARE APPLICATIONS USAGE AND COMPLIANCE

The SOFTWARE APPLICATIONS are intended for being used by professional users, experienced or not. The CLIENT certifies that it checked the suitability of the SOFTWARE APPLICATIONS to its needs, prior to signing the Purchase Order or accepting the Proposal and subsequent Invoicing. The CLIENT acknowledges that the manual or the help file provided together with the SOFTWARE APPLICATIONS describe the capabilities of the SOFTWARE APPLICATIONS.

3 – USAGE RIGHT

NEOGROUPE grants the CLIENT one license, which is defined as a personal, non-transferable and non-exclusive right of using the SOFTWARE APPLICATION for its own needs. This right is perpetual in case of a usage license purchase, and is limited in time in case of a license rental, or a hosted service usage.

4 – PRICE AND PAYMENTS

The details shown on the catalogs, price lists, websites, etc. are informational only and can be changed by NEOGROUPE without notice. LICENSES are invoiced at the agreed price during a Purchase, based on a Proposal or PRO FORMA invoice. Prices are exclusive of any Taxes, follow the EX WORKS (EXW) Incoterm and are in Euros (ISO code = EUR), unless for North American, Cental American and South American Countries for which prices are expressed in US Dollars (ISO Code = USD).

The LICENSES price does not include any travel / lodging expenses, training fees or any other service that may be the subject of separate commercial proposals. The Taxes that may apply according to International Treaties are to be borne by the CLIENT.

The LICENSES includes a warranty and technical assistance for a period of one year (12 months) from the date of invoicing (or during the entire rental duration in case of a LICENSES rental), according to the conditions set forth in the "*Warranty, support and technical assistance service on NeoGroupe software products*". This document has been delivered to the CLIENT and is available on the NeoGroupe website: www.neogroupe.com After the initial one-year period, the assistance service will be invoiced separately.

As a counterpart, the CLIENT commits to pay the full price shown on the invoice, that matches the CLIENT's Purchase Order or the Sales Proposal written by NeoGroupe and accepted by the CLIENT. The payment will be performed by any means (check, bank transfer, credit card or Paypal transfer) according to the conditions agreed upon at order and detailed on the invoice. Except for special terms granted to the CLIENT and shown on the invoice, the LICENSES purchase is payable on order. The LICENSES remain temporary until the invoice is paid in full. The services are also payable on order or at the beginning of the period, similarly to licenses rentals. For specific works, a 50% down-payment will be asked from the CLIENT prior to the service provision. The remaining amount will be payable after the service is performed. The payment terms are specified on the NEOGROUPE invoice. Payment terms cannot exceed 30 days net from the date of the invoice. No discount shall be granted for advance payment.

5 – LATE PAYMENT

In case of a late payment, a monthly indemnity of 7,5% will be due in accordance with Article L 441-6 of the French Commercial Code, as well as a collection lump sum indemnity of 40 euros.

6 – WARRANTY, MAINTENANCE AND OTHER SERVICES

Using the Software LICENSES of NEOGROUPE implies the acceptance of the "*General Conditions of the Warranty, support and technical assistance service on NeoGroupe software products*". The warranty period extends over one year (12 months) from the date of the licenses purchase invoice, or during the entire duration of the rental, in case of license rental. During this time, NEOGROUPE and the CLIENT commit to respect the conditions of the document titled "*General Conditions of the Warranty, support and technical assistance service on NeoGroupe software products*", which is part of the purchase or rental contract. This document is also available on : www.neogroupe.com.

In the case of a LICENSE PURCHASE, the CLIENT can subscribe at initial purchase time an extension of the "*Warranty, support and technical assistance service on NeoGroupe software products*", with tacit renewal, for a minimum of 2 years after the initial 1 year duration. This service will be invoiced annually, with a warrantied price during 2 years. After this, the price of the service will be revised every year, according to the Syntec index,

In case no extension is subscribed to, the warranty, support and technical assistance will not be provided past the initial year. This service will be offered through a separate commercial proposal, at the current list price.

Any service or technical assistance not included in the "*Warranty, support and technical assistance service on NeoGroupe software products*" will be offered through a separate commercial proposal or a contract amendment.

In the case of a rental or a hosted service, the "*Warranty, support and technical assistance service on NeoGroupe software products*" applies through the entire duration of the rental or the hosted service provision.

7 – TERMINATION

NEOGROUPE reserves the right to terminate the usage LICENSE and the maintenance service in the following cases:

• Receivership or judicial liquidation of the CLIENT, according to the articles of French law of January 25th, 1985.

• Lack of payment by the CLIENT of the license rental fee (in the case of a rental) or of the license price (in the case of a license purchase), after a formal notice sent to the CLIENT by registered letter with recorded delivery, without effect after 15 calendar days.

• Author rights infringement.

In case of termination, the CLIENT commits to un-install the SOFTWARE APPLICATIONS on each and every workstation, failure of which shall result in a periodic penalty payment of 1 000,00 € (one thousand euros) per day and per workstation.

8 – SUB-LICENSING

The CLIENT can only use the LICENSE for its own needs. Sub-licensing to other parties is hence excluded. The CLIENT shall not allow any third party to use the LICENSE, even free of charge. Except for the sole case of a purchase by a distributor of NEOGROUPE LICENSES, in which case the final user CLIENT name will have to be specified at order time. The warranty, support and maintenance service contract will then be offered directly to the final user.

9 – PROPERTY

The SOFTWARE APPLICATIONS, their documentation (cf point #2) and any copies remain the exclusive property of NEOGROUPE which reserves any Author rights, according to the Intellectual Property Code. The LICENSE cannot be sold, supplied or transferred without the written consent of NEOGROUPE. The granted LICENSE gives the right of usage of NEOGROUPE SOFTWARE APPLICATIONS only for the CLIENT own needs.

The CLIENT shall only give access to the SOFTWARE APPLICATIONS to its employees. The CLIENT commits to not develop or sell the SOFTWARE APPLICATIONS mentioned on the purchase order or any other products that may compete with the said applications. The CLIENT shall not alter the SOFTWARE APPLICATIONS nor perform any changes unless prior written consent is given by NEOGROUPE. The CLIENT shall not correct any bugs or errors within the APPLICATIONS, as the parties agree this is the duty of NEOGROUPE.

10 - NON-TRANSFERABILITY The rights granted by NEOGROUPE cannot be transferred to a third party by the CLIENT, even in the case of assets transfers, business-leasing, merger or any other operation in which the CLIENT rights would be transferred over to a third party.

11 - SOFTWARE APPLICATIONS DELIVERY AND INSTALLATION NEOGROUPE will deliver the SOFTWARE APPLICATIONS to the CLIENT as executable programs for the platform described in the proposal, and its associated documentation. The Project Manager designated by the CLIENT shall make sure of the proper operation of the SOFTWARE APPLICATIONS prior to distribution on the other hardware devices of the CLIENT. NEOGROUPE will not be responsible for delays caused by unavailability of hardware devices or personnel designated by the CLIENT. The installation shall be deemed to be complete from the time that the physical installation of the SOFTWARE APPLICATIONS is done on the hardware device. A hardware protection key may be installed, and an activation code given by NEOGROUPE. If additional services are requested by the CLIENT, a separate commercial proposal will be issued by NEOGROUPE.

12 - BACKUP COPY The CLIENT is only allowed to copy programs and databases for security reasons. *__The CLIENT acknowledges that NEOGROUPE informed the CLIENT that it is necessary to perform backup copies of Programs, Systems and Data at least once every 24 hours__*. The CLIENT accepts as its responsibility to implement backup procedures. In no case shall NEOGROUPE be responsible in case of CLIENT data loss.

13 - NON-DISCLOSURE The SOFTWARE APPLICATIONS are part of the trade secrets and know-how of NEOGROUPE and must be considered by the CLIENT as confidential information, whether it may be protected or not by an intellectual property right, patent, author right or any other method.

Hence, the CLIENT excludes to provide to third parties the SOFTWARE APPLICATIONS in source or executable versions as well as related programs and other elements (documentation, manuals, help files, etc .) The CLIENT also commits to ensure that the SOFTWARE APPLICATIONS are not made available to third parties and commits that its associates and employees respect that commitment and the Author Rights of NEOGROUPE.

The CLIENT pledges to take any necessary precautions to avoid disclosure, reproduction or illicit use by its employees, affiliates and contractors, specifically through the signature of non-disclosure agreements. By express agreement, NEOGROUPE is authorized to verify those obligations at any moment. In the case that the CLIENT would not respect those obligations, NEOGROUPE reserves the right to claim an indemnity amounting to four times the CLIENT LICENSE price, revised according to the Syntec index.

14 - MODIFICATIONS The CLIENT commits to not alter elements provided by NEOGROUPE, without its prior written consent. A breach of this clause voids the warranty and maintenance service, with no compensation due to the CLIENT from this fact.

15 - RESPONSIBILITY NEOGROUPE is subject to an obligation of conduct, exclusive of any other. The company warrants that the SOFTWARE APPLICATIONS are compliant with the specifications described in their documentation. The CLIENT bears all other responsibilities and specifically those related to :

- Compliance of the SOFTWARE APPLICATIONS to its needs,
- Operation of the SOFTWARE APPLICATIONS,
- Qualification and competence of its personnel.
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The CLIENT is responsible for the protection of the data, databases repair, produced results, and SOFTWARE APPLICATIONS use compliance with local Laws, particularly regarding Personal Data Protection Acts. NEOGROUPE relieves itself from any responsibility in case of non-compliance to enforced laws during a given time period. It is the CLIENT's responsibility to develop operational procedures, tests and security mechanisms appropriate to backups and data restore in case of bugs in the operation of the programs.

The CLIENT is the sole bearer of any incidents, bugs and damages caused by a modification of the SOFTWARE APPLICATIONS, even minimal, done with or without the consent of NEOGROUPE.

The CLIENT acknowledges expressly that it received all the necessary information from NEOGROUPE in order to assess the adequacy of the SOFTWARE APPLICATIONS to its needs and to take any precautions needed for their installation and operation. NEOGROUPE will not be liable to the CLIENT of any direct or indirect damages. The CLIENT shall be solely responsible of the SOFTWARE APPLICATIONS use. The CLIENT shall also be responsible of the SOFTWARE APPLICATIONS use in connection with the compliance of such a use to laws enforced in the country(ies) where the applications are operated.

Both parties shall not be liable to the other party of any indirect consequential, incidental, special, punitive or exemplary losses and/or damages whatsoever suffered, incurred and/or sustained by either party, whether such liability is asserted on the basis of contract, tort (including negligence) , even if it has been advised of the possibility of such damages.

16 - DISPUTES The invoice, the present GTC and the « *General Conditions of Warranty, support and technical assistance service on NeoGroupe software products* » are subject to French Law. In case of litigation/dispute, jurisdiction is awarded to the Tribunal de Commerce de CRETEIL/Commercial Court of CRETEIL (Department of Val-de-Marne, France), notwithstanding a plurality of defendants or a warranty claim. This jurisdiction also applies in respect of summary proceedings.

17 - FINAL PROVISIONS These « *NeoGroupe General Terms and Conditions of Sale and Product Usage* » are valid for any order received from the CLIENT by phone, email, fax, purchase order or signing of a NEOGROUPE proposal.

Ordering from NEOGROUPE is an acceptance by the CLIENT of the present « *NeoGroupe General Terms and Conditions of Sale and Product Usage* » and of « *General Conditions of Warranty, support and technical assistance service on NeoGroupe software products* ». The invoice, the present « *NeoGroupe General Terms and Conditions of Sale and Product Usage* » and the « *General Conditions of Warranty, support and technical assistance service on NeoGroupe software products* » represent the entire agreement between the parties. Any modification will come into effect only after the signing of an amendment by both parties.

If any of the provisions of the contract is voided, according to laws in force or definitive judicial decision/jurisprudence, the other stipulations/provisions shall remain in full effect.

According to the French Law titled « informatique et libertés » of January 6th, 1978, the CLIENT has an access and modification right to the data about himself.

18 - ADDRESS FOR SERVICE The parties shall domicile at the address of their respective headquarters.

> The fact of formally ordering from NEOGROUPE is the consent to the present «*NeoGroupe General Terms and Conditions of Sale and Product Usage*» and of the «*General Conditions of Warranty, support and technical assistance service on NeoGroupe software products*».

Done in Marolles en Brie, on 01/01/2019
For NEOGROUPE, represented by Philippe HALIN, CEO (Gérant).

NeoGroupe
WORKFLOW SOFTWARE

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