



CONTRACT

GENERAL TERMS AND CONDITIONS
FOR SOFTWARE LICENSE

October 20, 2016

v6.4

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Article 1. Recitals

1. Lumiscaphe is a corporation (“société anonyme”) registered with the Companies Register of Bordeaux under number B 439 814 682, having its principal place of business Espace France, 4 voie Romaine, 33610 Canéjan – France, VAT identification number: FR 06 439 814 682. It is the owner of the copyright in the software, in accordance with the provisions of the Intellectual Property Code.

2. After having been informed of the purpose, features, potentialities, and operating method of the software and assessed the relevance of its use, the licensee wishes to be authorized by Lumiscaphe to use the software.

3. The software terms and conditions of use stipulated below constitute the agreement entered into between Lumiscaphe and the licensee.

Article 2. Warning

4. Before accepting a quote, or before installing the software in the case of a trial version, the licensee must carefully read the information contained in these general terms and conditions for software license and the software documentation.

5. These general terms and conditions for software license set forth the terms and conditions of use of the software and the limitations of warranty and liability related to such use.

6. By validating the quote, or by installing the software in the case of a trial version, the licensee is agreeing to these general terms and conditions of license.

7. If the licensee does not agree with these general terms and conditions for software license, he must return to Lumiscaphe’s customer service the entire software in its original, unopened packaging, if provided in physical packaging, along with the documentation within 15 calendar days of the purchase of the software.

8. Lumiscaphe will refund the fee paid on receipt of the licensee’s rejection letter of the general terms and conditions for software license, along with the software and documentation returned in their original packaging, if one was provided.

Article 3. Definitions

9. The following terms shall have the meaning set forth below:

- “licensee”: any individual or entity who agrees to these general terms and conditions of license,
- “object program”: source program translated into binary language in the form of a machine-readable and executable code/object,

- “operating configuration”: all the hardware, operating systems and databases on which the software is installed,
- “quote”: document prepared by Lumiscaphe stating the price of the software license(s) to which are attached these general terms and conditions of license,
- “software”: the software covered by these general terms and conditions provided only in the form of an object program,
- “software license”: right to use a copy of the software and the related documentation according to the terms of these general terms and conditions of license,
- “source program”: program of which instructions are written in a language readable by a computer expert,
- “territory”: state (polity) in which the software may be used as specified in the quote,
- “validation of a quote”: signature by the Customer of a quote established by Lumiscaphe or any other written document expressing the unequivocal acceptance of that quote by the Customer.

Article 4. Purpose

10. The purpose of these general terms and conditions is to set forth the terms and conditions under which Lumiscaphe grants the licensee, and the licensee agrees to be granted, a personal, non-assignable, non-transferable and non-exclusive right to use the software for his own needs and in accordance with its intended purpose.

Article 5. Effective date – Term – Termination

11. These general terms and conditions will be effective on the date the licensee installs the software.

12. They will continue to be effective for the period of time specified in the quote, provided that the licensee complies with these terms and conditions.

13. If the licensee breaches any of his obligations, these general terms and conditions may be terminated automatically by Lumiscaphe without notice or further formality. In this case, the licensee agrees to return the software and its related documentation, if provided in physical packaging, to Lumiscaphe, and to destroy any copies thereof.

14. The limitations of warranty and liability stated below shall survive and remain applicable even after the termination of the general terms and conditions.

Article 6. Suitability of the software

15. The software is a standard product. The licensee acknowledges that he chose it based on the information made available to him and which he deemed sufficient.

16. It is the responsibility of the licensee to accurately assess his needs and to ensure that the software meets his needs.

17. Lumiscaphe does not guarantee that the software will meet the needs of the licensee.

18. The licensee acknowledges that he has the skills, human resources and equipment required to use the software and therefore that he is able to use it under his sole responsibility.

19. The software is installed by the licensee under his sole responsibility.

Article 7. Identification of the Software

20. The use of the software is subject to its identification in the manner described in schedule "Identification Procedures" hereto.

21. The licensee agrees that he must not use the software without having complied with the identification procedures decided by Lumiscaphe.

22. Lumiscaphe may at any time modify or change the identification procedures set out in these terms and conditions and/or require additional steps for the identification of its software.

23. In this case, Lumiscaphe will inform the licensee of any such modification or change as soon as possible.

24. Given the importance of the identification procedures in protecting Lumiscaphe's rights in the software, the licensee expressly acknowledges and agrees that he cannot reject any modification or change by Lumiscaphe to the identification procedures.

Article 8. Trial version

25. If the software is licensed in trial version, its use will be governed by the terms of this license, such as amended by the provisions of this article.

26. The software trial period starts when the prospect uses the time-limited trial key provided by Lumiscaphe. If an order is placed, the trial version will be extended on receipt of the order and until the payment due date shown on the invoice.

27. The final activation key will be supplied to the licensee upon receipt of payment.

28. Without the conversion of the software to its permanent version, the licensee is only granted a license to evaluate the software. Consequently, the

licensee is forbidden to use the trial version of the software for his professional activity, and in particular for the production of marketable data. Any use of the software beyond the authorized time period or functions for the trial version will be considered to be a breach of this license and will result in the immediate and automatic termination of the software license.

Article 9. License grant

29. Lumiscaphe grants the licensee, and the licensee agrees to be granted, as a beneficiary, a personal, non-assignable, non-transferable and non-exclusive right to use the software in object code and its related documentation.

30. This right is granted in consideration of payment of the license fee.

31. Any software updates or additional elements made available under the maintenance services must be considered an integral part of the software and will be subject to these terms and conditions of license.

Article 10. Limitations of use

32. The software is implemented by the licensee under his direction and control.

33. The software must be used in accordance with its intended purpose, as described in these terms and conditions and the related documentation.

34. The licensee is not authorized to use the software or to make total or partial copies of it for purposes and in conditions other than those expressly permitted by this license or in violation of applicable laws.

35. The licensee is not authorized to translate, analyze, or disassemble the software.

36. The licensee is, however, authorized to decompile the software under the exhaustive list of conditions described in the Intellectual Property Code in order to achieve the interoperability of the software with other programs. Decompiling the software for any other purpose is strictly prohibited.

37. Before any decompilation, the licensee must first inform Lumiscaphe of his intent to decompile.

38. The licensee may not rent, lease, or transfer the software.

39. The use of the software for service bureau or outsourcing (facility management) purposes is expressly prohibited.

40. The licensee is not allowed to modify the software or integrate all or part of the same into another program.

41. The licensee shall not redistribute the font models or files that are included in the software.

42. The licensee may not separate the software components for use on more than one computer.

43. The licensee is not authorized to transfer, by any mean, all or part of the software to anyone or to any site for any purpose not expressly permitted in this license.

44. Given the technical nature of the software, Lumiscaphe expressly and exclusively reserves the right to correct errors.

Article 11. Environment

11.1 Terms of use

45. The use of the software is determined according to the type of license purchased by the licensee and identified on the quote and the invoice, as listed below and described in schedule "Identification Procedures".

11.1.1 Activation on a locked workstation (Nodelock)

46. The use of the software is strictly limited to the workstation on which it is installed.

47. The use of the software on additional workstations will be subject to the purchase of a new license for each additional workstation.

11.1.2 Activation locked on a dongle (Dongle)

48. The use of the software is strictly limited to one workstation by dongle, when it is plugged to the workstation where the software is installed.

49. The number of software used simultaneously is limited by the number of licenses purchased, as each license is associated with a unique activation key, that Lumiscaphe has linked to a dongle.

50. The licensee must order as many dongles as necessary for his needs. Each license can only be paired with a single dongle. One dongle can be paired with many licenses that the licensee wishes to use on the same workstation.

11.1.3 Activation on a license server (Floating)

51. The number of software used simultaneously is limited by the number of floating licenses purchased by the licensee.

52. The license server can be installed:

- on a hardware computer, or
- on a virtual computer hosted on a hardware computer with a plugged dongle.

53. In the case of a virtual computer, the licensee must order one dongle to be linked with his license server.

11.2 Use in one territory

54. The use of the software is strictly limited to the territory defined in the quote, or, if no territory is specified, the country of the Customer's billing address.

55. If necessary, the license may be extended to other territories, exhaustively and expressly listed, with the express prior written consent of Lumiscaphe, and subject to the payment of an additional fee.

11.3 Export control

56. Lumiscaphe's obligation to fulfill this agreement is subject to the proviso that it is not prevented by any impediments arising out of national and international foreign trade or customs requirements, including embargoes or other sanctions.

57. This agreement is subject to all France, European Union, United States and United Kingdom government laws and regulations as may be enacted, amended or modified from time to time regarding the export from France, the United States and United Kingdom of software, services, technology, or any derivatives thereof included in Lumiscaphe Products.

58. The licensee will not export or re-export any Lumiscaphe Product software, services, technology, or any derivatives thereof or permit the shipment of same without, if necessary, obtaining at the licensee's expense any required prior authorization from the French Ministère des Affaires étrangères et du Développement international, United States Department of Commerce, or other applicable authority as may be required by law.

59. The provisions of this article will survive the expiration or termination of this agreement for any reason.

60. In the case that the specified territory of use includes states subject to, or that become subject to, national or international export restrictions, the provisions of this article will take precedence.

61. Each party will reasonably cooperate with the other and will provide to the other promptly upon request any end-user certificates, affidavits regarding re-export, or other certificates or documents as are reasonably requested to obtain approvals, consents, licenses or permits required for any payment or any export or import of products or services under this agreement.

Article 12. Implementation

62. The software is implemented on the hardware by the licensee under his sole responsibility.

Article 13. Maintenance services

63. The licensee must separately and simultaneously subscribe to a software license maintenance agreement with Lumiscaphe.

64. Lumiscaphe only accepts a new license order if the licensee subscribes to a new software license maintenance agreement covering the corresponding first year of the new license.

65. Following the first maintenance year, the license maintenance agreement will be tacitly renewed on its yearly subscription anniversary for an unlimited number of annual periods as stipulated in the General Terms and Conditions for Software License Maintenance approved by the licensee upon purchase.

66. The renewal will be contracted with Lumiscaphe or any other company designated by Lumiscaphe.

Article 14. License fee

67. In consideration of the right to use the software, the licensee must pay Lumiscaphe an annual fee or flat fee, such as specified in the quote.

68. The amount of the fee and period of validity of the license are indicated on the quote.

69. The licensee must pay the fee in amount and time as specified on the invoices.

14.1 Disputed invoices

70. Invoice disputes must meet the following specifications:

- expressed disputes must be detailed and based on documented evidence communicated promptly upon receipt of invoices;
- for disputes covering only a part of the invoices, the uncontested part must be paid by the customer within the time period stated on the invoice.

14.2 License fee revision

71. The fees amount of time-limited licenses will be revised each year by applying the following formula:

$P(t) = P(t-1) \times [S(t) / S(t-1)]$, where:

- $P(t)$ is the price after the revision,
- $P(t-1)$ is the price on the quote about the previous license period,
- $S(t)$ is the last Syntec index published on the date of the quote,
- $S(t-1)$ is the last Syntec index published on the date of the quote about the previous license period.

72. IF THE REVISION INDEX IS NO LONGER MAINTAINED AND THE PARTIES FAIL TO REACH AN

AGREEMENT ON A NEW INDEX, THE PRESIDENT OF THE COMMERCIAL COURT ("TRIBUNAL DE COMMERCE") OF BORDEAUX SHALL BE COMPETENT TO DETERMINE THE NEW INDEX TO BE INTEGRATED INTO THE ABOVE-MENTIONED REVISION FORMULA.

73. The new index must be chosen so as to be as close as possible to the obsolete index and must respect original spirit of the revision clause drafted by the parties.

Article 15. Liability

74. Lumiscaphe excludes any warranty, whether express or implied, relating to the software, including but not limited to the warranties of satisfactory quality, merchantability or fitness for a particular purpose, as well as warranties under law, regulation, custom and usual trade practice between the parties or others.

75. The licensee shall bear, and Lumiscaphe shall accept no liability for, the risk related to the results and performance of the software.

76. Lumiscaphe disclaims any liability to the licensee for any indirect loss or damage, whatever the type or reason, howsoever caused by the software.

77. The parties jointly agree that Lumiscaphe, its traders or suppliers may not be held liable for the consequences of indirect damage caused to the licensee or any other person or entity.

78. Indirect damage shall mean loss of orders, customers, operating loss, loss or deterioration of data as well as damage to brand image of the licensee and third party action against the licensee.

79. Lumiscaphe does not exclude its liability for personal injury if such injury is caused by the negligence of Lumiscaphe, its employees, agents or authorized representatives.

80. The parties jointly agree that the total aggregate liability of Lumiscaphe and its traders and suppliers to the licensee shall not exceed the amount of the software license fee paid by the licensee over the last twelve months preceding the claim.

81. The limitations of warranty and liability stated above shall survive and remain applicable even after the termination of the general terms and conditions.

Article 16. Ownership

82. All copyright, trademarks, trade names, patents or other intellectual property rights or distinctive signs appearing on or related to the software (support, programs, packaging), the documentation and the manuals shall remain the full, entire and exclusive property of Lumiscaphe.

83. Nothing in these general terms and conditions is intended to transfer any intellectual property rights whatsoever in the software to the licensee and the licensee is only granted a right to use subject to the terms, conditions and limitations set out in these general terms and conditions of license.

84. The licensee agrees that he shall not directly or indirectly infringe Lumiscaphe's copyright and distinctive signs.

85. In this respect the licensee shall not modify, remove, hide, alter, or move by any means whatsoever all or part of any distinctive signs appearing, inter alia, on the computer programs, media, packaging, documentation and manuals, as well as the different property and copyright notices that will appear on the screens and the software.

86. The licensee agrees to take all measures necessary to protect Lumiscaphe's property rights.

87. The licensee agrees to reproduce any copyright and other property notices relating to Lumiscaphe's rights on all software copies whose creation is expressly authorized by this license.

88. The licensee shall promptly notify Lumiscaphe of any attempted seizure, raise any objection thereto and take all measures to give notice of Lumiscaphe's property rights.

Article 17. Audit

17.1 General provisions

89. Lumiscaphe may audit the conditions under which the licensed software is used under these general terms and conditions.

90. Lumiscaphe must inform the licensee in writing of its intent to conduct an audit by giving at least a seven (7) days' notice.

91. Lumiscaphe must notify in writing:

- the identity of the audit firm selected, if the audit is conducted by an external audit firm,
- the licenses covered by the audit.

17.2 Methodology

92. The audit will be performed in the form of a unilateral verification, i.e. the licensee will self-certify either by establishing a certificate of conformity or by filling out a self-assessment questionnaire. If the software is equipped with a technical device enabling its use to be controlled, the licensee should activate this feature at the request of the software publisher.

93. The licensee will have a period of seven (7) days to conduct the audit.

94. If the licensee does not meet this deadline or refuse to activate the aforementioned feature, Lumiscaphe will conduct the audit, which may include an onsite audit.

95. The audit may also be performed at the initiative of Lumiscaphe in order to monitor the work results produced by the licensee. An onsite audit may be conducted either by Lumiscaphe's internal auditors or by an external audit firm that is nationally or internationally known but that may not be a competitor of the licensee nor may it have in its employ a former employee of the licensee.

96. All costs associated with the onsite audit will be paid by the licensee and will not be borne by Lumiscaphe.

17.3 Results

97. The audit results will be stated in an audit report prepared by Lumiscaphe, which will be sent to the licensee for comments.

17.4 Adjustments

98. If the audit reveals that licensee's use of the software exceeds the rights purchased by no more than 20%, additional fees will be charged at the most favorable license price established between the parties under their contractual relations; if the audit reveals that licensee's use of the software exceeds the rights purchased by more than 20%, additional fees will be charged at the most favorable license price established between the parties under their contractual relations plus an increase of 10%.

Article 18. Rescission-Termination

99. If either party breaches the obligations stated in these general terms and conditions and fails to remedy such breach within eight (8) calendar days of the sending of a registered letter with return receipt requested giving notice of the breach at issue, the other party may terminate or rescind as of right these general terms and conditions.

Article 19. Miscellaneous

19.1 Force majeure

100. In the case of a force majeure event, the performance of these general terms and conditions will at first be suspended.

101. If a force majeure event lasts for more than two months, these general terms and conditions shall automatically be terminated, unless otherwise agreed by the parties.

102. It is expressly agreed that force majeure events, acts of God or fortuitous events will be those usually accepted under the case law of French courts and tribunals.

19.2 Good faith

103. The parties agree to perform their obligations with utmost good faith.

19.3 Legal authorizations

104. The parties undertake to have all of the statutory and administrative authorizations required to perform these general terms and conditions.

105. The parties agree to cooperate to obtain any new statutory and administrative authorizations and to conform to any modification of the authorizations already obtained.

19.4 Waiver

106. The parties mutually agree that any tolerance of a situation by one party shall not grant the other party any rights in that respect.

107. Moreover, such a tolerance shall not be construed as a waiver of the rights in question.

19.5 Headings

108. Headings are for convenience only and in the event a difficulty of interpretation arises out of a contradiction between any of the headings and the content of the clauses, headings shall be deemed to be non-existent.

19.6 Severability

109. If one or several provisions of these general terms and conditions were to be held invalid or so declared by a law, a regulation or a final decision having *res judicata* effect rendered by a court having proper jurisdiction, the other provisions shall remain in full force and effect.

19.7 Address for service

110. For purposes of these general terms and conditions and unless otherwise stated, the parties agree to send all correspondence to their respective registered offices.

Article 20. Governing law

111. These general terms and conditions shall be governed by French law.

112. French law shall apply to both form and substance, notwithstanding the place of performance of the essential or ancillary obligations.

Article 21. Language

113. In the event of a dispute between the parties, the French version of these general terms and conditions shall prevail as the only authentic text.

Article 22. Jurisdiction

114. IN THE EVENT OF A DISPUTE, FOR ANY CAUSE WHATSOEVER, IT IS EXPRESSLY AGREED THAT THE COURTS OF BORDEAUX (FRANCE) SHALL HAVE EXCLUSIVE JURISDICTION, EVEN IN THE EVENT THERE IS MORE THAN ONE DEFENDANT OR IN CASE OF A THIRD-PARTY PROCEEDINGS, INCLUDING IN CASE OF URGENT PROCEEDINGS, PROTECTIVE MEASURES, SUMMARY PROCEEDINGS OR AN EX PARTE APPLICATION.

Article 23. Schedules

115. The following schedules are attached to these general terms and conditions:

- Schedule 1: Identification Procedures.

SCHEDULE 1: IDENTIFICATION PROCEDURES**Activation locked to a workstation (Nodelock)**

The licensee must download, read and approve the general terms and conditions and install the software on his workstation.

When the licensee first launches the application, the software activation wizard will generate a “host key” file to uniquely identify his workstation.

The licensee must transfer this file to Lumiscaphe’s Licensing Department by email.

Lumiscaphe’s Licensing Department will email back the licensee an “activation key” file specific to the workstation, software and features requested by the licensee and approved by Lumiscaphe.

The licensee then indicates this “activation key” file to the activation wizard.

The software will be operational as long as the “activation key” file is valid when the software is run.

Activation locked to a Lumiscaphe dongle (Dongle)

The licensee must download, read and approve the general terms and conditions and install the software on his workstation.

The licensee must order a USB dongle from Lumiscaphe. The Lumiscaphe dongle has a unique identification number known to Lumiscaphe that operates similarly to the Nodelocked workstation identification in the “host key” file.

Lumiscaphe’s Licensing Department will provide the licensee with an “activation key” file specific to the delivered Lumiscaphe Dongle and to the software and features requested by the licensee and approved by Lumiscaphe.

The licensee must plug the dongle into a USB port of his workstation.

The licensee must then indicate the “activation key” file when requested to do so by the activation wizard.

The software will be operational only if the “activation key” file is validated each time the software is launched and if the Lumiscaphe dongle remains plugged in throughout the whole time the software is used.

The software will be operational as long as the “activation key” file is valid and the dongle remains plugged in while the software is run.

Activation on a license server (Floating)

The licensee’s system administrator must download and install the RLM license server provided either by Lumiscaphe or directly by its publisher Reprise Software.

In the case of a hardware computer, the licensee’s system administrator must obtain a “host key” for the license server and must transfer the host key to Lumiscaphe’s Licensing Department.

In the case of a virtual computer, the licensee must have ordered and received one Lumiscaphe dongle as stated in the general terms and conditions for software license. The licensee’s system administrator must plug this Lumiscaphe dongle into a USB port of the host hardware computer.

The license server installed on a virtual computer can then be moved to another host hardware computer as long as the server is installed and configured in an identical manner, and as long as the Lumiscaphe dongle is plugged into the new physical host.

Lumiscaphe’s Licensing Department will email back the licensee an “activation key” file specific to the computer or dongle, software and features requested by the licensee and approved by Lumiscaphe.

The licensee’s system administrator must add this file to the license server according to the procedure provided by Lumiscaphe’s Licensing Department.

The licensee must download, read and approve the general terms and conditions and install the software on his workstation.

When the licensee first launches the application, the software activation wizard will ask for the name or IP address of the server machine where the RLM server is run.

The software will be operational as long as it is able to check through the licensee’s computer network that the RLM server has assigned the software license to the user.

If the connection with the RLM server is lost without possibility of recovery, the licensee has to save his work and the software session quits.