

# STREAMCORE SOFTWARE USER LICENSE

## GENERAL TERMS AND CONDITIONS

Please read carefully the following license agreement before opening this package, downloading, copying, installing or using the software. Opening this package, downloading, copying, installing or using the software or any portion of the software means you accept these terms and conditions and understand that they will be legally binding on you, any end user, and the company. If you do not agree with them, or do not want them to be binding on you, you may not open the package, download, copy, install or use the software or any portion of the software and you may return the package unopened or return the unused software, within 14 days, and request for a refund of the license fee, if any, paid upon showing proof of payment.

### 1. PURPOSE

STREAMCORE is a company specialized in the development of computer software for business and the provision of services in the IT field. As such, STREAMCORE owns the intellectual property and marketing rights in the software products it sells, or has the rights to do it, the optional application modules for that software and the associated documentation.

The purpose of these General Terms and Conditions is to set out the terms and conditions under which STREAMCORE grants Licensee a personal, non-assignable, non-transferable, non-exclusive right to use the software for its own requirements.

### 2. CONTRACT DOCUMENTS

Following a commercial offer by STREAMCORE, Licensee signs a Purchase Order for software and its exhibit "Access to Technical Support" which shall be accompanied by General terms and Conditions and their exhibit "Description of Assistance and Maintenance services".

The signing of the Purchase Order by Licensee, failing which, the installation of the software on the relevant units or, failing that, payment of the first invoice issued by STREAMCORE signifies acceptance of these General Terms and Conditions.

The contract documents consist of the following, in decreasing order of precedence: the General Terms and Conditions, Proposal, the accepted Purchase Order or any other special terms and

conditions attached hereto, or commercial offers agreed to by the Parties, and together form the User License Agreement for the software concerned.

In the event of a conflict between any of the provisions of any of the contract documents, the provision contained in the higher-ranked document shall govern in all cases.

Licensee is solely responsible for safeguarding, preserving and printing out a copy of these General Terms and Conditions, and acknowledges that it has read them.

### 3. LICENSE

The software is a work of the mind protected by the conventions and regulations applicable in the intellectual property field. STREAMCORE

accordingly retains full title to and ownership of its software, documentation and associated trademarks as well as all related rights, without any geographical limitation, for as long as the copyright continues to exist.

Subject to these General Terms and Conditions and to full and complete payment of the contract fees, STREAMCORE grants Licensee a non-exclusive, non-assignable, non-transferable license to use the software specified in the Purchase Order for its own requirements.

This license is granted to Licensee to use the software in the hardware and software configuration specified in the Purchase Order / Proposal and, as regards its scope, is limited to the number of locations, units, users or computers indicated in that Order.

All rights that are not expressly granted under the License Agreement executed with Licensee are expressly reserved.

### 4. TERM

Subject to the application of any of the provisions of this Agreement concerning termination or any other restriction provided in the License Agreement, this license is granted for the period of time during which the software enjoys protection under the French copyright.

STREAMCORE CAN DELIVER TO THE LICENSEE A LICENSE KEY TO EVALUATE THE SOFTWARE. IN THIS CASE, THE LICENSEE ACKNOWLEDGES THAT THE EVALUATION OF THE SOFTWARE MAY FUNCTION FOR A LIMITED PERIOD OF TIME SPECIFIED IN THE LICENSE KEY.

### 5. TERMS OF USE FOR THE SOFTWARE

The software shall be used by Licensee in accordance with its intended purpose, in the user configuration at, on or by the specified number of locations, units, users or computers, and solely for Licensee's own requirements.

"Licensee's own requirements" means that the software is used solely for the requirements of Licensee's own departments or such entities as may be designated by it, which may be indicated on the Purchase Order.

This user license is granted for the version of the software in existence at the time Licensee accepts this Agreement.

Any use not expressly authorized by STREAMCORE under this Agreement or any other contract document with Licensee is unlawful and contrary to article L.122-6 of the French Intellectual Property Code.

In particular, Licensee shall refrain from:

- any reproduction of the software and/or associated trademarks and documentation by any means whatever, with the exception of the back-up copies referred to herein;
- any display, dissemination or marketing of the software, whether for valuable consideration or free of charge;
- any use of the software in any manner whatever, on any medium whatever, for the purpose of the design, development, dissemination or marketing of similar or replacement software;
- any disassembly, decompiling, or reverse engineering of the delivered software for any reason whatever;
- the direct or indirect provision of the software to any third party whatever, including legal entities or natural persons that are members of the same group as Licensee, including but not limited to by means of leasing, sale, rental or loan for valuable consideration or free of charge;
- to modify the software, including for the purpose of correcting errors, STREAMCORE reserves the exclusive right to correct errors in the software.
- any transcription or translation of the software into other languages which allows it to be used on equipment other than that specified in the Purchase Order.

## 6. DOCUMENTATION

The software supplied by STREAMCORE is accompanied by documentation supplied to Licensee in electronic format for internal use in accordance with these General Terms and Conditions.

## 7. SOURCE CODES - INTEROPERABILITY

Subject to the specific conditions contained in the Purchase Order or the special terms and conditions regarding interoperability set forth below, Licensee is not authorized to access the STREAMCORE software source codes or to use them in any manner whatever in the event that it accidentally obtains said access.

In accordance with the provisions of article L.122-6-1 of the French Intellectual Property Code, Licensee may obtain from STREAMCORE such information, including source codes, as is strictly necessary for the interoperability of the software with other software.

Any such request shall be submitted by registered mail, return receipt requested.

The information provided by STREAMCORE shall only concern those parts of the program that are required for interoperability, and shall not be communicated by Licensee to third parties.

Moreover, STREAMCORE is a member of the A.P.P. (Agence pour la Protection des Programmes - 54 rue de Paradis - 75 010 PARIS) (Program Protection Agency) with which it regularly deposits the Source Codes and various updates of its software.

Licensee undertakes not to use the data provided for any purpose other than the interoperability of its software.

## 8. DELIVERY - INSTALLATION - ACCEPTANCE

**DELIVERY:** STREAMCORE shall furnish the software in a machine-readable form, executable on the computer equipment designated in the scope of use specified in the Purchase Order.

Delivery of the software shall be made either by the shipment to Licensee of a kit of the software and its documentation or by any other mean mutually agreed-upon by the parties in writing. Delivery is made on the date specified in the Purchase Order. In any case, delivery is confirmed by STREAMCORE by an electronic notification made to Customer (delivery slip).

**INSTALLATION:** the Software shall be installed, at the discretion of Licensee, either by Licensee or by STREAMCORE. If STREAMCORE installs the software, it will do so under a separate services agreement for additional fees.

If the software are installed by Licensee, Licensee shall comply with the instructions contained in the documentation, and Licensee shall be solely and exclusively responsible for the proper installation of the software.

In the event that the software are installed by STREAMCORE, Licensee shall provide unrestricted access to its premises and equipment necessary for the installation of the software and more generally, shall provide any necessary assistance to the persons designated by STREAMCORE to perform the installation.

STREAMCORE shall not be liable for the any delay caused by the unavailability of the equipment and/or by the staff of Licensee during the installation process.

In addition, Licensee is aware that it is solely responsible for backing up and preserving all its data and files, including during any work performed on site by STREAMCORE.

**ACCEPTANCE:** the software will be deemed accepted from the STREAMCORE's transmittal of the electronic notification confirming the delivery (delivery slip).

The acceptance of a version or an optional application module of the software installed within a specified scope of use shall commence the warranty period for any subsequent installation or delivery of the same version or application module of the software within the same scope of use, such that subsequent installations or deliveries of the same version or application module within the same scope of use cannot extend the warranty period.

## 9. ADDITIONAL FUNCTIONALITIES

The software supplied may include additional application modules.

These modules may be chosen by Licensee either in the Purchase Order or the special terms and conditions, or at any time during the Parties' contractual relationship by submitting a new purchase order.

Each module constitutes a separate software program governed by these General Terms and Conditions.

#### 10. BACK-UP COPY

Licensee may make a back-up copy of each STREAMCORE software program specified in the License Agreement, solely for the purpose of preventing any damage thereto. Back-up copies may only be used on the units where the damage occurred.

Whenever it makes copies of software or associated documentation, Licensee undertakes not to remove the trademarks or labels regarding intellectual property placed on the original versions.

#### 11. CONTRACTUAL WARRANTY

STREAMCORE warrants that the software shall conform to the functionalities described in its documentation or the details provided in the Purchase Order or special terms and conditions for a period of six (6) month following the date of delivery.

STREAMCORE also warrants for the same six (6) month period that there shall be no material defects in the media on which the software is delivered.

STREAMCORE's warranty is exclusively limited to repair or replacement of the software or media concerned.

Any claim by Licensee under this warranty clause shall be provided in advance to STREAMCORE in written form.

This warranty is for corrective maintenance limited to correcting any defects in the software's operation. It is granted for a limited time period, and is exclusive of all other warranties.

IT SHALL NOT APPLY IN THE CASE OF (I) MISUSE OF THE SOFTWARE BY LICENSEE, (II) ANY USE THAT IS NOT IN ACCORDANCE WITH THIS AGREEMENT OR (III) IN CASE OF EVALUATION SOFTWARE.

#### 12. CHANGE IN HARDWARE CONFIGURATION

Licensee shall give STREAMCORE written notice of any change in the hardware, software, operating system, or as a general matter any change in the system as a whole that may have a direct or indirect impact on the installed software.

#### 13. MAINTENANCE

Licensee may select one of the maintenance services offered by STREAMCORE in its catalog by signing a specific contract with STREAMCORE.

STREAMCORE has no maintenance obligations under this software user license, with the exception of the contractual warranty provided above or any specific contractual provision that expressly provides for such an obligation.

#### 14. UPDATES - NEW VERSIONS

Any updates or new versions of the software may be supplied by STREAMCORE to Licensee as part of the separate maintenance it offers or under a new license agreement.

#### 15. INFRINGEMENT INDEMNITY

STREAMCORE indemnifies and holds Licensee harmless against any infringement suit aimed at the software which is the subject of this Agreement.

STREAMCORE shall accordingly pay any damages that may be awarded against Licensee by a final judgment that the software in question has been infringed.

This indemnity is expressly subject to the following conditions:

- within no more than eight days, Licensee shall give written notice of the infringement suit or claim by a third party that the use of the software infringes an intellectual property right;
- Licensee shall give STREAMCORE exclusive control over all responses to the claims and any litigation that is commenced;
- Licensee shall provide all necessary items, information and assistance for STREAMCORE to successfully conduct its defense;
- If Licensee chooses to independently mount its own defense, it shall do so in a manner that does not harm STREAMCORE's interests.

This warranty shall not apply if it appears that the claim or litigation is the result of a non-conforming use of the STREAMCORE software concerned.

#### 16. LIMITATION OF LIABILITY

STREAMCORE has an obligation to use its best efforts, and shall not under any circumstances be liable for indirect or consequential damages, including but not limited to commercial loss, lost sales, any business disruption whatever, lost profits, or damage to reputation incurred by Licensee.

Accordingly, any claim against Licensee by a third party constitutes indirect damage, which is not entitled to compensation.

Absent a clear breach of its fundamental obligation, which is to deliver software in conformity with the basic functionalities specified in the Purchase Order, STREAMCORE's liability under these General Terms and Conditions or any other contract document shall be limited to the amount of the license fee actually paid by Licensee to STREAMCORE.

The consideration for these disclaimers and limitations of liability is the whole consisting of STREAMCORE's obligations, on the one hand, and the fee set by STREAMCORE, on the other.

Licensee is fully aware of the fact that prices charged by STREAMCORE reflect these limitations of liability.

## 17. FEES AND TERMS OF PAYMENT

Subject to any special provisions in the Purchase Order, the special terms and conditions or any other contract document or in case of free Evaluation Software, Licensee undertakes to pay STREAMCORE the fees owed under the License Agreement within no more than thirty days of receipt of STREAMCORE's invoice.

In accordance with article L. 441-6 of the French Commercial Code, any payment not received by the due date shall automatically, and with no formal notice required, accrue late fees calculated at three times the legal interest rate starting from the due date stated on the invoice and any other legal damages. Failure to pay by the due date shall also result in suspension of the Licensee's right to access Technical Support and receive Updates and new versions of the software, pending full payment of the sums owed, without prejudice to STREAMCORE's right to terminate the agreement.

Any disputes concerning invoices must be notified by the Licensee in writing within fifteen days following receipt of the invoice, specifying the reasons for the dispute.

## 18. INSPECTION

STREAMCORE, or any person it may designate for that purpose, may conduct an inspection at Licensee's premises in order to determine whether the software is being used in conformity with the License Agreement.

Up to one inspection per year may be conducted by STREAMCORE at any time during the term of the License Agreement, subject to one month' prior written notice to Licensee.

STREAMCORE shall endeavor, to the extent possible, to conduct its inspection during normal office hours, taking care not to disrupt Licensee's operations any more than necessary.

Without prejudice to any claim for damages, if the inspection reveals that the software is being used in a manner that does not conform with

the License Agreement, Licensee shall pay STREAMCORE the fees owed for each non-conforming use.

In addition, if the aggregate amount for non-conforming uses is more than 5% of the total amount of the fees paid by Licensee, Licensee undertakes to reimburse STREAMCORE the costs incurred in conducting the inspection.

## 19. TERMINATION

In the event of a material breach of the License Agreement by a Party, the Party concerned may terminate the Agreement as of right by registered letter, return receipt requested, one month following formal notice given by registered letter, return receipt requested, without effect.

If the Party in breach clearly cannot or is unable to cure the breach, the non-breaching Party may terminate the License Agreement before the end of the thirty-day time period specified above.

In the event the contractual relationship should cease to exist for any reason, Licensee shall return the software and all copies and documentation to STREAMCORE within no more than fifteen days of the end of their contractual relationship, without receiving any compensation whatever.

The Parties shall record the return of the software in a signed, written document.

All fees outstanding under this Agreement on the effective termination date shall be paid to STREAMCORE by Licensee within no more than fifteen days.

All of the obligations contained in the License Agreement or any other contract document that are intended to survive termination of the contractual relationship shall continue in full force and effect, even if the Agreement is terminated by a court of law.

## 20. COMMERCIAL REFERENCES

Licensee grants STREAMCORE the right to use its business name, trademarks or any other distinctive symbol identifying it, as a commercial reference appearing on any of STREAMCORE's commercial, internal or external communications or advertising materials.

STREAMCORE authorizes Licensee to use STREAMCORE's trademarks and business names that relate exclusively to the software solely for the purposes of internal or external communication.

## 21. FORCE MAJEURE

With the exception of the obligation to pay the fees provided for in this Agreement, the Parties shall be relieved of their obligations in the event that either Party breaches its obligations as a result of an event of force majeure as defined by French law.

If the event of force majeure continues for more than three months, this Agreement shall be terminated automatically, unless otherwise agreed by the Parties in writing.

## 22. RIGHT OF ACCESS AND RIGHT TO OBJECT TO COMPUTER FILES

Personal data or data which relates to Licensee and is collected by STREAMCORE is dealt with under these General Terms and Conditions in accordance with the provisions of French Act No. 78-17 of January 6, 1978, as amended.

Licensee has a right of access to, a right to correct and, for legitimate reasons, a right to object to any personal data that concerns it. Licensee may contact STREAMCORE's customer relations department for that purpose.

## 23. CONFIDENTIALITY

Each Party undertakes not to disclose documents or any other information about the other Party that is not public in nature, which may come to its attention in connection with the performance of this Agreement.

The Parties undertake that all persons under their authority who have access to such information undertake to comply with the rules of confidentiality.



This obligation shall continue in effect for a period of five (5) years from the date on which the information was provided to the other Party.

Note that information about software owned by STREAMCORE shall remain confidential throughout the legal existence of the copyright.

#### 24. NON-SOLICITATION OF PERSONNEL

Each Party undertakes not to hire any employee or other associate of the other Party who participated in the performance of this Agreement, without the prior consent of the other Party.

This undertaking shall continue in effect for a period of twelve months from the date on which the work at Licensee's premises is completed.

In the event of a breach of this obligation, the Party in breach undertakes to pay the other Party an amount which shall not be less than one year's gross compensation of the employee or associate concerned.

#### 25. NO ASSIGNMENT - SUBCONTRACTING

Neither party shall assign, license, pledge or transfer this License or its rights hereunder in whole or part in any manner whatever (including but not limited to by way of a merger, demerger or partial contribution of assets), without the prior written consent of the other party.

By exception to the preceding paragraph, STREAMCORE reserves the right to transfer or pledge to third parties its software and all receivables under the License and to transfer to any parent or affiliated company the rights and obligations arising out of this License (including but not limited to by way of a merger, demerger or partial contribution of assets). STREAMCORE is also authorized to entrust partially the performance of the License to a third party; in this case, STREAMCORE shall remain responsible for the due performance of the License.

STREAMCORE reserves the right to assign some or all of its obligations under this Agreement to any person it may choose, or to sell or pledge its software, and as a general matter to assign the rights and obligations arising out of this Agreement, and Licensee shall have no right to object thereto.

#### 26. NO WAIVER

Failure by either Party to enforce a right or rely on a breach by the other Party of any of its rights or obligations hereunder shall not be construed as a future waiver of the right or obligation concerned.

#### 27. AMENDMENTS

These General Terms and Conditions may be amended by STREAMCORE.

In that case, STREAMCORE shall give Licensee one-month's prior notice of the planned amendments.

#### 28. GOVERNING LAW AND DISPUTE RESOLUTION

The laws of the country and province/state in which the respective contracting Streamcore entity is incorporated shall govern this Agreement unless otherwise set out under section 15.2. The United

Nations Convention on Contracts for the International Sale of Goods shall not apply.

Any action or claim brought in connection with this Agreement shall be brought only in the courts having jurisdiction for this Streamcore entity, except that, without limiting the application of the arbitration clause below, i) in the United Kingdom, English Law governs this Agreement and the parties will be subject to the jurisdiction of the English courts, ii) in the United States, the laws of the State of Washington govern this Agreement and the parties will be subject to the jurisdiction of the state or federal courts having jurisdiction for Seattle, Washington, iii) in Canada, the laws of the Province of Ontario govern this Agreement and the parties will be subject to the jurisdiction of the courts having jurisdiction for Toronto, Ontario, and iv) in Hong Kong and in the United Arab Emirates, English law governs this Agreement and the arbitration clause shall apply.

When the Customer is incorporated neither in the European Union, Switzerland, Norway, the United States, Canada, Australia nor in Singapore, the parties agree that any dispute arising out of or relating to this Agreement which cannot be resolved by attempts made in good faith by and between the parties, shall be submitted to the International Court of Arbitration of the International Chamber of Commerce for final settlement in accordance with its Rules of Arbitration as in force when the dispute arises. The place of arbitration shall be Seattle, Washington, if the Customer is incorporated in the Americas; and Nanterre, France for French or French speaking customer/ country and the procedure shall be conducted in French, and Vienna, Austria, in all other cases and the procedure shall be conducted in the English language.

If you have any questions regarding this Agreement or if you wish to request any information from STREAMCORE, please contact STREAMCORE AI SAS - 15 quai Gallieni - 92150 Suresnes - France - [contact@streamcore.com](mailto:contact@streamcore.com) - Web: [www.streamcore.com](http://www.streamcore.com)