 <b>ADENTS</b>	<b>Terms and Conditions</b>		ADCGV-150001	
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**IMPORTANT:** PLEASE READ CAREFULLY THESE TERMS AND CONDITIONS. THEY DETERMINE THE CONDITIONS AND RESTRICTIONS ON USE YOU AGREE ON BUYING AND USING THE SOFTWARES OF ADENTS. THUS, BY USING ALL OR PART OF ADENTS SOFTWARE, YOU ACCEPT ALL THE PROVISIONS OF THESE TERMS AND YOU ACKNOWLEDGE THAT THESE TERMS ARE AS ENFORCEABLE AS ANY WRITTEN AGREEMENT YOU SIGNED. IF YOU DO NOT AGREE WITH THESE TERMS, YOU ARE NOT AUTHORIZED TO ORDER AND / OR TO USE THE SOFTWARE AND SERVICES OF ADENTS.

These Terms and Conditions are the property of ADENTS. Pursuant to applicable law, any reproduction, total or partial, to any support whatsoever without the express consent of ADENTS is prohibited.

**Article 1: DEFINITIONS**

Unless the context requires otherwise, the following words shall have the following meanings in these Terms, in the singular or in the plural:

**ADENTS:** company ADENTS HIGH TECH INTERNATIONAL, a company organized and existing under the laws of France, with a capital of 764 800 euros, registered under number B 500 228 960 RCS EVRY, having its principal place of business in Avenue Carnot, 91300 MASSY, represented hereunder by its legal representative.

**Agreement:** this Terms and any document attached.

**Confidential Information:** information directly or indirectly related to ADENTS, of a confidential nature and exclusively owned by ADENTS including, but not limited to trade secrets, know-how, inventions, processes, programs, documentation, data, databases, customer lists, contracts, agreements and negotiations, financial information...

**Customer:** individual or company who wishes to use the Software and receive the Services, for business purposes, and engages under the terms and conditions set forth.

**Data:** data, information, files and documents of the User hosted during the use of the Software.

**Equipment:** equipment ordered by the Customer and sold by ADENTS. The sale of the Equipment is subject to Software acquisition.

**Documentation:** user documentation and / or operating manuals containing all the functionalities available to the User and, if applicable, the online documentation and, more generally, all technical information relating to the Software, necessary or useful for their use.

**Maintenance:** software maintenance services from level 3 provided by ADENTS, including any action of ADENTS in order to prevent or resolve bugs or incidents occurring during the use of the Software by the User, as defined in the Terms and Conditions of Maintenance.

**Requirements:** IT infrastructure (hardware and software) and any other functional requirement and/or instructions which are necessary to the implementation, the installation and/or the use of the Software. These Requirements are communicated to the Client and may be amended during the period of use of the Software.

**Services:** services related to the Software, mandatory or optional, such as the installation and configuration of the Software on the Customer Site, training, Support, Maintenance, recovery of Data, and any other service related to the Software ordered by the Client as described in Section 3 hereof.

**Site:** site(s) on which the Customer wishes to use the Software.

**Software:** software packages (as executables) relating to the labeling and traceability of industrial products, designed and distributed by ADENTS and Documentation relating thereto, ordered by the Customer.

**Special Conditions:** any document attached to these Terms and agreed by ADENTS.

**Support:** support services and IT maintenance on Software from levels 1 and 2 as described in the Terms and Conditions of Maintenance, requiring no modification of the Software.

**Terms:** these terms, related to the purchase and use of the Software and the provision of the Services.

**Terms and Conditions of Maintenance:** terms and conditions under which ADENTS may provide Support and Maintenance to the Customer and attached to these Terms.

**User:** Customer and any authorized staff members of the Client exploiting features of the Software for internal management purposes. The Customer warrants compliance by the User with the provisions of these Terms.

**Article 2: APPLICATION OF THESE TERMS**

2.1 These Terms are intended to govern the terms and conditions under which ADENTS authorizes the Client and the User to install, access, use and execute the Software and to receive the Services as described in Article 3 of these Terms.

2.2 By ordering the Software, the Customer fully accepts this Terms, which he acknowledges having been informed, to the exclusion of any other documents. These Terms shall prevail over all conditions of purchase of the Customer or any provision printed on the order or correspondence which has not been expressly

accepted by ADENTS. No special condition may, unless formal written acceptance ADENTS, prevail over these Terms.

**Article 3: SOFTWARE PACKAGES AND SERVICES**

3.1 These Terms shall apply to Software packages products, and to Services selected and ordered by the Customer detailed in the Special Conditions.

3.2 Services will be subject to additional charges, separate from the price of the Software packages.

Services of Support and Maintenance are subject, to separate Terms of Use and Terms and Conditions of Maintenance, attached to these Terms if applicable.

**Article 4: CONCLUSION OF THE AGREEMENT**

The Customer is informed that Software is a standard product that was not designed specifically for the Customer. The Customer shall elect the Software knowingly and according to its needs, its business constraints and technical environment, regarding the Documentation and information that he acknowledges having received from ADENTS.

ADENTS can provide, at the request of the Customer and subject to additional costs, a functional analysis prior to Customer's order to ensure that the technical environment of the Customer meets the Requirements, without this functional analysis being a warranty of the adaptation of the Software to Customer's needs. Any written proposal ADENTS expressly accepted by the Customer and any written order of the Customer expressly accepted by ADENTS shall be considered firm. Subsequently, any request for change will be taken into account only after written acceptance of ADENTS.

**Article 5: PROVISION OF SOFTWARE**

**5.1 –Provision dates:** Provision dates are notified for information only. In no event shall ADENTS be liable for non-compliance with these deadlines and non-compliance shall not invalidate the order.

**5.3 – Software installation:** The Software packages shall be installed and operated in an environment that meets the Requirements defined by ADENTS. Customer and/or User agree to follow the instructions and recommendations and any subsequent updates communicated by ADENTS.

The use of Software and Services requires access by the Customer and the User to a telecommunications network. This service is not included in the Services provided by ADENTS and must be provided by a telecommunications operator under the responsibility and control of the Customer.

The installation of the Software on the Customer Site shall be carried out by ADENTS (or a third party chosen by ADENTS).

ADENTS shall proceed to the installation and the configuration and/or the configuration of the Software, remotely or on Site, at its sole discretion, during the delivery of the Software, according to the features and limits stated in the Documentation.

In any case, the Customer is aware of the possibility of accidental erasure relating to any operation on his IT system and, consequently, the Customer shall take care about the protection and backup of the programs and data before the installation of the Software. ADENTS shall not be held liable for data loss due to the performance of this Service.

Unless otherwise specified in the Special Conditions, the Receipt will be effective on the achievement of the SAT (Site Acceptance Test).

Upon installation of Software, ADENTS shall transmit to the Customer the license keys relating to the ordered Software. Subject to the renewal of the license, a new license key shall be provided on each anniversary date of the activation of the license.


The Customer acknowledges that the license keys provided by ADENTS to activate the Software are strictly personal and confidential. Such license keys shall not be communicated or shared with third parties. In the event of disclosure or use of these elements by the Customer for other purposes than the activation of the license, ADENTS shall be entitled to terminate the Contract. The Customer shall be fully liable to ADENTS for the use of these keys by third parties, whether fraudulent or not, and guarantees ADENTS for any damages incurred as such.

**5.5 – Training:** ADENTS is entitled to provide the training. ADENTS is registered under the declaration number 11 91 06789 91 with the Labor Employment and Formation Regional Authority from Ile de France. ADENTS shall provide some Services of technical training relating to the installation and use of the Software when such option has been elected by the Customer pursuant the Special Conditions. The training is provided remotely or on the Customer's Site, in accordance with the terms set forth in the Special Conditions. Travel and accommodations expenses of ADENTS staff providing the Training on the Site, if any, shall be charged in addition.

**Article 6: OBLIGATIONS OF CUSTOMER**

Customer undertakes to:

- Comply with applicable laws and regulations (including tax and labor laws) and check that his programs' configuration is compliant to any applicable regulations;

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- Make any statement or application to the National Commission on Informatics and Liberty (CNIL);
- Comply with these Terms, especially the provisions relating to Software' license.

**Article 7: PRICE AND PAYMENT**

**7.1 – Price:** Prices reported in ADENTS' Special Conditions are exclusive of VAT. They are fixed and firm during the period of validity of such proposal.

**7.2 – Invoicing Terms:** The Price will be invoiced upon order validation from the Customer.

Notwithstanding the foregoing and unless specific terms agreed separately between the Parties, Services provided pursuant a project whose price exceeds 10,000 Euros VAT excluded (price for the Services excluding the Software) are invoiced as follows: 50 % upon order, the balance being charged upon Receipt.

The Price of Software license will be invoiced upon order validation from the Customer and on an annual basis, at the anniversary date.

**7.3 – Terms of payment:** All invoices issued by ADENTS shall be paid within 30 calendar days from the date of the invoice. Notwithstanding the foregoing, invoices specifically stating "payment due upon order" are due upon order from the Customer. Invoices are payable, by transfer or check to ADENTS. Bank details are mentioned in the invoices.

**7.4 – Delays in payment and recovery fees:** From the day following the due date, outstanding invoices will automatically be subject, without need of any notice letter, to an interest charge equal to three times the legal interest rate. In such case, the Customer shall also pay all costs of collection of unpaid amounts. Such payment shall be at least 40 euros. In the event of payment failure, ADENTS reserves the right to suspend any of its obligations (would it be relating to Software or Services) until complete payment. ADENTS shall be entitled to enforce the provisions set forth in the section 14 of these Terms.

**Article 8: INTELLECTUAL PROPERTY RIGHTS**

**8.1 – ADENTS ownership:** ADENTS is the owner of all intellectual property rights on the Software. No intellectual property rights are transferred by this Agreement to the Customer or the User. The Customer or the User agrees to transfer and grant in a free of charge way to ADENTS any rights which could arise from the incorporation to the Software or Services of some ideas or concepts he may have suggested.

The Customer or the User shall not, directly or indirectly, affect in any manner ADENTS' rights. The Customer or the User shall not remove, alter or transform any Software identification or trademarks which appear on the Software and the Documentation.

**8.2. – Right to use of the Software:** ADENTS hereby grants to the Customer and the User a non-exclusive, non-assignable and non-transferable right to use the Software on the Site. The foregoing right does not include any right to sublicense. This license is granted during the period specified in the Special Conditions from the activation of Software, provided that the Customer complies with all obligations.

The right granted pursuant to this Agreement enables the Customer and the User (excluding any other legal entity, including affiliates) to use the Software for work purposes, in accordance with their destination and only for their own needs. Any other use of the Software is strictly forbidden. ADENTS grants to the Customer or the User the right to reproduce temporary, the Software for the purpose of Software loading, display, execution or storage.

The Software can be installed and used only on one computer. The Customer is entitled to make one copy of the Software for backup, on which he shall have the same rights than those granted for the original Software.

**8.3 – Limits:** The Customer and the User shall not:

- Transfer, copy, sell, rent, sublicense, give, lend, or distribute, in whatsoever form, even for free, all or parts of the Software and the Documentation;
- Broadcast or perform networking the Software, especially on an internal network or on Internet;
- Use the Software for providing data processor service, or other similar services in whatsoever kind, to any other individual or company or legal entity;
- Make copies, reproduce, alter, compile, decompile, disassemble, translate, adapt, transform, analyze, reverse engineer or try to reverse engineer, combine all or parts of the Software in other IT programs or products, create derivative works from the Software or Documentation;
- Perform acts of decompilation to make the Software interoperable with hardware or other software without prior written notice to ADENTS, as long as the information necessary to achieve interoperability is available or as long as ADENTS implements reasonable efforts to provide it, in accordance with the Article L122-6-1 IV of the French Intellectual Property Code;
- Delete, transform or transfer to third parties the license number of the Software;

No right on the source code is granted to the Customer and the User. They shall not correct themselves or make corrected by any third party any bug in whatsoever form that may prevent implementation of any or all functionality of the Software, only ADENTS being authorized to do so.

**8.4 – Infringement:** Should a third party claim an infringement of his intellectual property rights arising from the use of the Software, ADENTS shall only be liable for direct damages caused to the Customer (except for indirect damages such as, but not limited to, operating loss, commercial harm, or any commercial disruption). In such case, ADENTS shall defend the Customer and, should a definitive decision of a competent Court would held ADENTS liable of such infringement, ADENTS would pay Customer the damages he has to pay arising for the Court decision. The payment of damages shall be subject to the following conditions:

- ADENTS has been made aware of such action or any claim sent by the third party alleging infringement, within 8 days following the receipt of the documents by the Customer;
- The Customer has faithfully cooperated with ADENTS in the organization of the defense, by providing it all the documents, information and help required to prepare such defense.
- The Customer shall have complied with the contractual obligations of these Terms and provided that Software has not been modified and have been used in accordance with the Documentation and the directions given by ADENTS.

**8.5 – Audit:** The Customer agrees to let ADENTS check if the use of the Software by the Customer or the User has been made in compliance with the provisions of these Terms. Customer's facilities must be open to inspection during regular business hours by ADENTS staff which will take care to cause the least possible disruption to the activity of the Customer, in order to study the configuration in which the Software is used. The Customer agrees to cooperate faithfully with ADENTS to the achievement of this inspection.

Upon Customer request, ADENTS staff in charge of such inspection shall be subject to confidentiality duties.

**Article 9: WARRANTY**

**9.1 General:** Software belongs to a particularly complex area of computer technology. Based on current knowledge, it cannot be tested for all possible uses. ADENTS does not make any other warranties than those expressly stated in these Terms.

ADENTS does not warrant that the Software is free from defect nor it will work without interruption. Accordingly, the Customer shall make all necessary arrangements to schedule troubleshooting strategy, and shall take all actions likely to minimize the harmful impacts related to an eventual operational interruption or a possible Data loss caused by the use of the Software.

**9.2 – Contractual Software warranty:** ADENTS warrants only the Software's compliance with the Documentation for a period of three (3) months from the delivery date. As part of this guarantee, ADENTS shall remedy or use a workaround in order to correct any Software defects, without any charges for the Customer.


Such warranty shall be available if all of the following conditions are fulfilled:

- Any Software defects shall be notified in writing to ADENTS during the warranty period. Each defects shall be documented by the Customer, and reproducible by ADENTS;
- Such defect shall be assignable solely to ADENTS and no correction, addition or unauthorized modification of the Software shall have been made by the Customer or a third party acting on behalf of the Customer;
- Such defect shall not be the result of an improper use and/or a use which does not comply with the Documentation.

ADENTS may, at its own discretion, provide a Software update, or a workaround. ADENTS reserves the right to use the most appropriate way to remedy to the defect: sending a magnetic support, electronic transmission, on-Site operation. Any on-Site operation shall be invoiced according the applicable rates.

Any operation for defects which does not meet the requirements of this warranty shall be invoiced to the Customer on a time-spent basis according the operation rates applicable on the day of such intervention. This rate does not include the travel costs which shall be charged in addition. Such intervention complies with the definition of Services set out in these Terms and will be invoiced pursuant to article 3 of these Terms.

**9.3 – Exclusions:** The obligations undertaken by ADENTS in these Terms do not include the Software maintenance. However, ADENTS suggest such Maintenance at the end of the warranty period, and for this purpose, recommend choosing this optional Service offered by ADENTS. The Maintenance is governed by the Maintenance Terms and Conditions attached to these Terms. Any assistance, warranty and maintenance other than those described in these Terms and in the Terms and Conditions of Maintenance are excluded. ADENTS does not warrant that the functions contained in the Software meet the needs of the Customer or User. The Software is provided "AS IS" in view of its quality, its operating and

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performance. The Customer and the User have received all necessary information from ADENTS in order to appreciate the Software and its relevance to its needs before ordering. They acknowledge and agree that it is impossible to ensure that (i) the Software is suitable for all combinations that the Customer or the User may choose, (ii) it runs in any operating environment, and (iii) that it will be used without interruption or defects, or that any defects will be corrected or repaired.

**Article 10: LIABILITY**

**10.1 – Obligation of ADENTS:** ADENTS is bound only within the limits of due care. Accordingly, ADENTS shall only be held liable for gross misconduct or gross negligence in the performance of his duties.

**10.2 – Customer and User liability:** Software are used, under the Customer supervision and liability. The User shall have the skills, hardware and software required, and meet the Requirements. ADENTS shall not be held liable for the consequences of configuration mistakes, configuration that the Customer has to check. ADENTS shall not be liable for any damages caused by the use of the Software, or Services combined with other software or hardware used by the Customer or the User, or for any technical problem on the Customer information system. Customer shall enter into appropriate maintenance agreements.

**10.3 – Disclaimer and limitation of liability:** In no event, shall ADENTS be liable for indirect damages such as operating loss, commercial harm, loss of customers, commercial disruption, loss of data or files, social and tax penalties due to statement delays for which the Customer shall take all necessary steps in order to anticipate the treatment.

The Customer shall perform under its responsibility and under his leadership, regular backups of all Data processed directly or indirectly by the Software. ADENTS shall not be held liable for the processing of personal data collected and processed by the Customer.

IN NO EVENT, SHALL ADENTS HAVE OBLIGATION OR LIABILITY FOR ANY DAMAGES OTHER THAN PROVEN DIRECT DAMAGES SUFFERED BECAUSE OF A FAULT OF ADENTS AND IN ANY CASE, THE DAMAGES AND OTHER COMPENSATIONS PAYABLE BY ADENTS TO THE CUSTOMER, FOR ANY CAUSE, SHALL BE LIMITED AND SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY THE CUSTOMER FOR PROVIDING THE SOFTWARE, EQUIPMENT AND / OR SERVICES WHICH IS DIRECTLY THE CAUSE OF THE DAMAGE OCCURRED DURING THE PERIOD OF TWELVE MONTHS PRECEDING THE EVENT THAT GENERATED THE DAMAGE.

Unless otherwise provided by mandatory law, any claim from the Customer, for any reason whatsoever, shall be made against ADENTS in a one-year delay after the occurrence of the event which would have triggered such claim.

To the extent permitted by applicable law, this disclaimer and limitation of liability provided in these Terms shall apply, regardless the basis of liability.

**10.4 – Force Majeure:** Neither party hereto shall be liable and deemed to have breached its obligations if such failure is due to a force majeure event as defined by the French courts.

**Article 11: NON DISCLOSURE, DATA AND REFERENCE**

**11.1 – Non disclosure:** The Customer and the User shall use the Confidential information only for the purpose of the execution of these Terms and shall prevent the disclosure or dissemination, to any third party, of Confidential Information (whether technical, economical, commercial or other information) disclosed by or relating to ADENTS, without regard how such Confidential information has been disclosed.

Notwithstanding the foregoing, the Customer may disclose Confidential Information where required by law, or in response to a valid order of a court, administrative or governmental body, but only if the Customer immediately notifies to ADENTS the legally required disclosure in order to enable ADENTS to assist the Customer in such disclosure.

The obligations of the present article shall continue and remain valid as long as the Agreement remains enforceable, and during all the duration of legal protection, and, in any event, this provision shall survive termination or expiration of the Agreement for a period of 10 years.

**11.2 – Customer and User Data:** The Customer and the User grant to ADENTS the right to access to the Data which would be required for installing and using the Software or providing the Services. ADENTS shall deem such Data as confidential, and undertakes to not disclose them to any third parties, whether for free or not.

**11.3 – References:** ADENTS is authorized to quote the Customer in commercial references, and on any advertising support. The Customer may, upon written request, ask for the suspension of such communication.

**Article 12: TERMINATION**

**12.1 – Contract Term:** This Agreement enters into force upon order acceptance from the Customer. It will remain in full force and effect as long as licenses are granted on the Software (the longest period if those are different) as set out in the Special Conditions. This Agreement shall automatically be extended by period of equal duration from the anniversary date of the activation of the license, through the communication of a new key license (subject to compliance by the Customer with all its obligations), unless early termination by either Party by

registered letter with acknowledgment of receipt sent at least 3 months before the end of the current period.

**12.2 – Early Termination:** These Terms may be automatically terminated by ADENTS in case of breach by the Customer of one or several of the obligations contained hereinafter, thirty days after a formal notice sent by registered letter acknowledgement of receipt. Such termination shall occur without judicial decision, at the exclusive fault of the Customer and without prejudice of any damages or compensation that ADENTS could claim.

**12.3 – Termination effects:** In case of termination for any reason whatsoever, the Customer and the User shall immediately cease to use the Software and any copy achieved prior the termination of these Terms. The Customer shall, within fifteen days following the termination, return all the elements of the Software, included the Documentation, the supports and all the copies to ADENTS, or destroy the Software. It is agreed than in any case, the Customer shall certify in writing its compliance with this Section.

The rights and obligations which shall continue by nature, will remain in full force and effect.

**Article 13: GENERAL**

**13.1 – Correspondence and evidence:** The Parties agree to give evidential value to faxes and emails exchanged and waive to require confirmation by ordinary or registered mail, unless otherwise expressly provided in these Terms.

**13.2 – Intuitu Personae:** This Agreement is concluded intuitu personae. Consequently, the Customer shall not transfer or assign, by merger, partial transfer of assets, lease management of businesses or any other similar operation, all or parts of his rights and obligations arising from these Terms, unless prior written consent from ADENTS. In such case, the Customer warrants the compliance with these Terms by the new contractual partner.

**13.3 – Severability:** All covenants contained herein are severable and, in the event any such covenant is found to be invalid, unlawful or unenforceable to any extent by any competent court, the parties agrees that these Terms shall not be affected and remain in full force and effect.

**13.4 – Waiver:** The failure of either Party to enforce any provision of these Terms or to pursue any breach of these Terms shall not constitute a waiver of such Party's right to enforce such provision in any other instance. Accordingly, each Party may, at any time, request the full and complete performance by the other party of the provisions and conditions set forth in these Terms.

**Article 14: GOVERNING LAW AND DISPUTES**

These Terms shall be governed by French law. Any dispute relating to these Terms shall be submitted to jurisdiction and venue in Commercial Court of Paris. Any dispute, regarding its nature or regarding mandatory provisions if any, shall be submitted to the compet