

INTRODUCTION

All contractual relations shall be governed exclusively by the Standard Terms set out below, and by our standard terms of licence and our standard terms of maintenance. The registration of orders shall necessarily imply that the Client is aware of those terms and has given its entire, irrevocable and prior consent to the same. The standard terms of purchase of the Client and any terms that are contrary to the terms mentioned above may not be enforced against SLYSEED regardless of the time when they have been brought to our notice. Our quotes, offers and sales contracts constitute the specific terms, which may supplement these Standard Terms where applicable. Any direct orders from the Client or its representative/s with no prior quote shall only be considered to be accepted, and the agreement shall only be deemed to be formed, after SLYSEED has confirmed the order in our order acceptance or acknowledgement forms, which shall always be accompanied by these Standard Terms, thereby forming the totality of the agreement between the Parties.

Article 1 – SCOPE OF THE AGREEMENT

This Agreement ("Agreement") relates to the sale of IT Solutions provided by SLYSEED, including products and services indicated in the Client's invoice.

The Agreement determines the terms of sale and supply of services and the respective obligations of the two Parties.

1.1 Terms applicable to Software Packages

If the Solution hereunder contains a software package that is the property of or is developed by SLYSEED, the rights and obligations relating to the same shall be as provided in the standard terms of licence of SLYSEED, and the Client agrees that it is aware of the same. The source code of IT Solutions is the entire property of SLYSEED and the Client cannot claim to access to it or claim it is his own intellectual property. However, the source code of IT Solutions can be sold or licensed to the Client if a specific contract is written explicitly this way by SLYSEED, proposed by SLYSEED to the Client and signed by both of SLYSEED and the Client.

If the Solution hereunder contains a software package that is the property of or is developed by a third party, the rights and obligations relating to the same shall be as provided in the licence of the owner and/or developer, which shall be provided to the Client.

Regardless of the terms used in the order or order acceptance form and invoice, the Client shall only be entitled to a licence or a right to use the product; in no event shall ownership rights be transferred to the Client.

Software packages shall be used according to the sole instructions, control and responsibility of the Client.

SLYSEED shall not be liable in any way when it puts the Client in contact with suppliers, developers, owners and editors of software and software packages.

1.2 Terms applicable to Maintenance

If there is any agreement about the maintenance of software packages that are the property of or are developed by SLYSEED and supplied hereunder, the terms of such maintenance shall be as provided in the standard terms of maintenance of SLYSEED, and the Client agrees that it is aware of the same.

If the Client requires maintenance for hardware and/or software packages hereunder that are neither the property of, nor developed or manufactured by SLYSEED, the terms shall be as provided in the maintenance agreements of their manufacturers, owners and/or developers, which shall be provided to the Client.

Article 2 – TERM

Unless otherwise agreed, this Agreement shall apply for the entire term of the contractual relationship with the Client.

Article 3 – PRICE – PAYMENT – PENALTY

All our prices are quoted exclusive of taxes. Any taxes, duties or other levies to be paid under the regulations of France, the European Union or any importing or transit country shall be paid by the Client.

As soon as the sale agreement is signed, the Client shall make a payment of thirty percent (30%) of the price exclusive of taxes, except special situation of the Client. Such payment shall also be due in the event of a funding or leasing solution. In that case, the payment shall be paid back to the Client upon receipt of the payment by the financing company.

Unless otherwise expressly provided, the cost of our sales and services is payable in cash at our registered office upon receipt of the invoice. The date of payment shall be as stated on the invoice. The submission of a trade bill or check shall not constitute payment before the amounts are collected on the due date. The terms of payment granted to the Client may be revoked without notice and guarantees could be required in the event of any circumstance whatsoever that affects the financial soundness of the Client.

No complaint of any type shall entitle the Client to suspend or postpone its payments. No discount shall be granted, regardless of the terms of payment.

Any failure to make a payment on the due date shall void all the terms granted and make all the payments immediately payable, including if they have been made by a trade bill. The same shall be true of all the invoices that have not yet been settled by the Client on the date of the payment default. In the event of a payment default, we further reserve the right to suspend or cancel the orders under way without any other formality or prejudice to all other remedies. In that case, the work or supplies provided on the date of the suspension or cancellation shall be invoiced and become payable in the same manner.

Any amount that is not paid when it becomes due may produce interest according to the applicable law (Act 441-6 in France), in an amount equal to 3 times the legal interest rate until the payment is effected in full, if the Client fails to remedy its default within 8 days of notice demanding payment given by recorded delivery with acknowledgement of receipt.

Article 4 – CONTENT OF THE SOLUTION

The IT Solution sold by SLYSEED shall exclusively include the following:

- the delivery and/or installation of hardware and/or binary software package products specified in the contract of sale;
- the supply of services (training, advice, integration, development etc.) as defined in the contract of sale.

Article 4b – CONSULTING OBLIGATIONS

SLYSEED shall be deemed to have fulfilled its consulting and assistance obligations through the supply to the Client of quotes, studies, descriptive documents, instructions or advertising material relating to the software packages and/or hardware and/or services hereunder.

SLYSEED shall not be liable for the content of any documents that have not been prepared by it.

The Client shall note that SLYSEED only supplies standard software packages and hardware, and never takes responsibility for adapting the same to the needs or specificities of the Client.

Article 5 – MODALITIES OF INTERVENTION

All our on and off-site interventions shall be carried out during the normal working hours of SLYSEED.

Unless otherwise expressly agreed, any schedules and/or dates of delivery and/or provision are stated purely for information and any delay shall not entitle the Client to terminate all or part of the agreement or claim damages.

Any delay in the receipt of material and/or information to be supplied by the Client shall rightfully justify the postponement of our delivery and/or provision schedules, including if they have been agreed expressly.

We shall be released from our obligation to deliver and/or provide services in the event of any fortuitous or force majeure circumstance, such as total or partial strikes, flooding, storms, fires, shortages, supplier stock outages or interruptions in transport.

All goods, including those shipped free of shipment charges, shall travel at the cost and risk of the Client, including those that are installed by SLYSEED, notwithstanding the transfer of title provisions. Delivery shall always be deemed to be complete when the goods are made available in our premises and all our sales shall be deemed to be made ex-works or "EXW".

The Client shall obligatorily control the deliveries, installations and services before accepting them, and sign any document given by SLYSEED or a third-party for this purpose. The Client shall have sole liability for any failure of such controls and shall make any exceptions or refusals in the event of dysfunction.

Article 6 – LIMITS AND EXCLUSIONS

SLYSEED shall be released from its obligations hereunder if the Client defaults on any of its contractual obligations.

In accordance with applicable law (Act 80-335 in France), SLYSEED shall retain the title to goods that are deemed to be sufficiently individualised by their description in the order form or order acceptance form and/or delivery form, till their price is paid in full, in principal, interest and costs. However, all risks shall be transferred to the Client upon delivery.

This transfer of title clause shall also apply to the software and software packages that are installed and already in use at the time of its application. In that case, its application shall lead to the return of the media and the destruction of the programs, data or files installed, with the exception of the Client's personal data.

The Client may not sell, modify, transport the goods hereunder or use them as security, and agrees to immediately inform SLYSEED of any seizure of the same.

Article 7 – GUARANTEES AND LIABILITY

The hardware and/or software hereunder that is not the property of or developed or manufactured by SLYSEED shall be governed by the sole conditions of guarantee and liability of their owners, developers or manufacturers, provided on demand to the Client.

The Client shall be informed that it must directly contact the said owners, developers and manufacturers in strict compliance with their conditions of guarantee and liability to obtain the operation of their guarantees and/or liabilities, including if the hardware and/or software or software packages have been obtained through SLYSEED.

For the software packages that are the property of and/or are developed by SLYSEED, the only guarantee offered shall be the guarantee covering latent defects relating to the media (floppy discs, cassettes, cartridges, optical digital discs) for a period of six months from their delivery, to the exclusion of any other guarantee. Under such a guarantee, SLYSEED agrees to replace, free of charge and within a reasonable time, any media recognised to be defective by its technical departments. Replacement shall constitute the full and entire execution of all the guarantee obligations of SLYSEED. Such replacement shall not extend the guarantee term specified above.

No guarantee shall operate if the defect is due to the Client, any unauthorised work, negligence or improper maintenance or use by the Client or any force majeure circumstance or if the Solution: (a) has been stored or used improperly or in environment conditions that do not meet the appropriate or usual requirements for each product (humidity, temperature, dust, electrical fields, connections, inter-compatibility etc.), (b) has been improperly maintained or used, modified or repaired in a manner that does not follow the procedures approved by SLYSEED.

SLYSEED agrees to carry out its services in accordance with current good industry practices. It is expressly agreed that the obligation taken on by SLYSEED shall always be a best-efforts obligation. Further, the Client recognises that it has been informed that some services using innovative or rare technology may not be consistently feasible; in the event of the failure of such services, SLYSEED shall not be liable in any way.

If a test set has been tested along with the Client, the validation of the test set shall be equivalent to final unqualified acceptance of the product/s in the test set and the Client shall not have any subsequent remedy against SLYSEED. The same shall apply when a final acceptance report of the product or products has been signed by the Client.

Any complaints relating to visible defects or the non conformity of the Solution delivered shall only be taken into account on the express condition that they are notified by recorded delivery with

acknowledgement of receipt within ten days (by date) following their effective receipt by the Client and/or the signature of a final acceptance report, where such a report is prepared.

Regardless of the nature, basis and modalities of the action taken against SLYSEED, any damages due to the Client to compensate for all of the harm effectively sustained by it shall not exceed either 20% of the amount of the payments already made for the product/s or part/s thereof affected by the same less a depreciation percentage set according to the rules usually applicable in that regard, or 20% of the amount of the payments already made for the service affected by the defective execution or either of the two limits at the option of SLYSEED, if the products and services are affected together.

Any financial, commercial or consequential damages or operating losses, loss of data or loss of opportunity shall not give rise to compensation.

Article 8 – OBLIGATIONS OF THE CLIENT

As a result, the Client is deemed to have selected the said software packages and/or hardware and also the services in full knowledge of the facts, according to its own determination of its present and future needs and after having, on its own, duly validated their fitness for the same in terms of capacity, rating, features, performance, quality, type and interoperability with the systems used by it, including if SLYSEED has first submitted a study and/or quote and/or service.

Prior to the placing of the final order, the Client shall make sure that the organisation of its company takes account of the new conditions resulting from the use of the software package and hardware and that it has personnel qualified for their use.

The Client shall cause its personnel to follow the recommendations contained in the manuals, directions, documents for use and any instructions given by SLYSEED and these Standard Terms.

The Client shall necessarily be assisted by an outside consultant if it does not have personnel competent in Information Technology within its company. As a result, the Client waives all claims against SLYSEED on the basis of its failure to provide advice.

Article 8b – PROTECTION OF SYSTEMS

The Client shall necessarily and constantly back up its data, protect its information systems with active and passive security mechanisms and keep them safe from viruses and any and all forms of attacks or harm to their integrity. Similarly, the Client shall take on a firm performance commitment in respect of the full protection, under its own responsibility and using all the appropriate measures it may choose, of the software packages provided hereunder from any attempt at copying them. The Client shall solely bear all the consequences of the failure to fulfil these obligations and/or its failure/s in their execution.

Article 9 – NON SOLICITATION

Unless otherwise agreed in writing beforehand, the Client agrees that it will not make direct or indirect offers of engagement to any employee of any company of SLYSEED assigned to the performance hereof, or take such an employee in its service in any capacity whatsoever.

The above agreement shall remain valid for a period of eighteen months from the expiry of this Agreement for any reason.

If the Client does not comply with this Agreement, it shall compensate SLYSEED by making a payment equal to twelve months of gross salary of that employee.

Article 10 – CONFIDENTIALITY

Our studies, quotations and documents which they are, remain the property of SLYSEED and are confidential. Each of the Parties agrees to put in place the appropriate resources to keep the information given to it by the other party absolutely confidential.

The confidentiality obligation shall continue for three years after the expiry of this Agreement for any reason.

Article 11 – PUBLICITY

The Client hereby authorizes SLYSEED to use its name as a reference.

Article 12 – TERMINATION/RESOLUTION

If any of the Parties fails to fulfill one or more of its obligations, this Agreement may be terminated rightfully by the other party. Such termination shall take effect if the defaulting party fails to remedy its default within 15 days of notice sent by recorded delivery with acknowledgement of receipt demanding fulfillment.

If the termination is due to any default by the Client, SLYSEED shall retain all the amounts already collected for the year in question as inclusive compensation for its administrative costs, without prejudice to any other damages which may be awarded to it by a court of law.

Article 13 – GENERAL PROVISIONS

If any of the provisions hereof is found to be null and void, it shall be deemed never to have existed and the other provisions shall remain valid.

If any of the Parties fails to enforce any of the provisions hereof or demand compliance by the other party, that shall not amount to a waiver of the benefit of the provision in question or acceptance of non-compliance.

Article 14 – ATTRIBUTION OF JURISDICTION

Failing an amicable settlement, any dispute relating to the application hereof shall come under the exclusive jurisdiction of the Commercial Court of PARIS (FRANCE).

Article 15 – APPLICABLE LAW

It is expressly agreed that this Agreement shall be exclusively governed by the laws of France, to the exclusion of any other law and any international agreement for the clients of SLYSEED. All the obligations hereunder shall be deemed to be fulfilled or able to be fulfilled in our registered office.