

KERLINK

SOFTWARE END USER LICENSE AGREEMENT

IN FORCE AS OF JULY 1ST 2016

THIS END USER LICENSE AGREEMENT (“**EULA**”) IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN **YOU** (THE “**END-USER**”) AND “**KERLINK**” (THE “**LICENSOR**”) AS DEFINED IN **ARTICLE 1** BELOW, (THE END-USER AND LICENSOR ARE HEREINAFTER REFERRED TO AS A “**PARTY**” OR THE “**PARTIES**”).

THE PRODUCT (AS HEREINAFTER DEFINED) THAT THE END USER HAS PURCHASED FROM KERLINK OR AN AUTHORIZED RESELLER REQUIRES THE USE OF EMBEDDED PREINSTALLED AND PRELOADED SOFTWARE FOR ITS OPERATION.

THIS EULA GOVERNS THE USE OF THE PRODUCT AND THE SOFTWARE BY THE END USER.

BY USING THE PRODUCT AND/OR ITS SOFTWARE, YOU ACCEPT THE TERMS AND CONDITIONS OF THE EULA INCLUDING WITH ALL ITS APPENDIXES.

YOU SHALL USE THE LICENSED SOFTWARE ONLY IN ACCORDANCE WITH THIS EULA, AND ANY SUCH USE IS HEREBY UNDERSTOOD TO BE CONDITIONAL UPON YOUR SPECIFIC AGREEMENT TO THE UNMODIFIED TERMS SET FORTH HEREIN.

TO THE EXTENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS EULA AND THOSE OF ANY OTHER SEPARATE AGREEMENT SIGNED BETWEEN THE PARTIES GOVERNING THE END-USER'S USE OF THE SOFTWARE, SUCH SEPARATE AGREEMENT SHALL PREVAIL.

THE SOFTWARE IS PROVIDED TO THE END-USER ONLY FOR USE WITH THE PRODUCT AND ANY OTHER USE MAY SUBJECT THE END-USER TO LEGAL ACTION.

1. DEFINITIONS

“**Authorized Reseller**”: means the legal entity or company from whom the End-User has acquired the Product and which has received all necessary rights from Licensor to resale the Product.

“**Confidential Information**”: any and all information that the Licensor and/or an Authorized Reseller may communicate to the End-User pursuant to this EULA, in written or other tangible form (e.g. including but not limited to graphic or electronic form) and marked “*Confidential*”, “*Proprietary*” or similar designation, or if disclosed orally or in non-tangible form, clearly identified as confidential at the time of disclosure and confirmed by a written summary of such information sent to the End-User within thirty (30) days after such disclosure. Confidential Information shall include but not be limited to the Documentation and materials accompanying the Licensed Software, and more generally any business, commercial, technical or other information related to the subject matter of this EULA (e.g. without limitation, know-how, trade secrets, formula, inventions, research, development, present or future products, work-in-progress, future development, engineering, manufacturing, techniques, processes, algorithms, schematics, drawings, graphical interface, designs, contracts, customer lists, financial information, product plans, sales and marketing plans and business information).

“**Documentation**”: means the Licensor-provided user manuals, training materials, descriptions and technical specifications, technical manuals, supporting materials and other information relating to the Product and/or Licensed Software, whether distributed in print, electronic, CD-ROM or video format.

“**KERLINK**”: means KERLINK, a French Company - *Société Anonyme* – incorporated and registered under the laws of France with company number 477.840.441 (Rennes' Trade Register) whose registered office is at 1 rue Jacqueline Auriol, 35253, Thorigné-Fouillard - FRANCE. For the purposes of the EULA, KERLINK shall mean KERLINK, its subsidiaries, parents and affiliates, if any.

“**End-User**”: means a company or legal entity that acquires a Product from KERLINK or from an Authorized Reseller, as the first registered

End-User of such Product, for its own use of the Product, and not for resale or distribution.

“**Intellectual Property Rights**”: means any and all copyrights, patents, design rights, trademarks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights, and all applications, renewals, and registrations with respect thereto applying to the Product and/or to the Licensed Software, anywhere in the world.

“**License**”: means the combination of the Order and this EULA, which constitutes one and indivisible agreement.

“**Licensed Software**”: means the computer readable object code version of software programs including firmware, embedded in the Product as provided to the End-User by KERLINK or an Authorized Reseller and the Documentation thereof. “Licensed Software” also includes subsequent releases of the Licensed Software, and other releases, including, where applicable, any updates, modified versions, new releases, enhancements, bug fixes, modifications of the Licensed Software provided to the End-User under this EULA.

“**Licensor**”: means KERLINK as defined herein.

“**Open Source Software**”: any software or work, including where appropriate, any and all modifications, derivative works, enhancements, upgrades, improvements, and/or fixed bugs, made to the source code of such software or work, released under an open source software license or a free software license (e.g. but not limited to (A) GNU General Public License (GPL), (B) GNU Lesser/Library GPL (LGPL), (C) the Artistic License, (D) the Mozilla Public License, (E) the Common Public License, (F) the Sun Community Source License (SCSL), (G) the Sun Industry Standards Source License (SISSL), (H) BSD License, (I) MIT License, (J) Apache Software License, (K) Open SSL License, (L) IBM Public License, (M) Open Software License (N) Netscape Public License) (collectively, the “**Open Source Licenses**”).

“**Order**”: means the order transmitted by the End-User to the Licensor or the Authorized Reseller indicating the Product references, the territory, Price and financial conditions pertaining to the purchase of the Product and the use of Licensed Software.

“**Product**” means any hardware equipment manufactured or assembled by KERLINK in which the Licensed Software is embedded, and purchased by the End-User from KERLINK or from an Authorized Reseller.

“**Price**”: means the fixed price ex VAT, unless otherwise indicated in the Order, paid by the End-User to the Licensor or the Authorized Reseller, in consideration of the acquisition of one Product and the use of the Licensed Software embedded thereto.

“**Third Party Software**”: means any operating systems and other software products, neither developed by the Licensor nor provided under this EULA and distributed by third parties including Open Source Software, with which the Product and/or Licensed Software may be used. **Third Party Software is owned and copyrighted by third party editors and its usage by the End-User is subject to the acceptance by the End-User of separate license terms.** A list of the Third Party Software provided with or included in the Licensed Software is attached to the Documentation.

2. LICENSE TERMS

2.1. Grant of rights

The terms of this EULA shall govern any software update provided by the Licensor that supplement and/or replace the Licensed Software, unless such update is accompanied by a separate license in which case the terms of that license shall govern.

Conditioned upon End-User’s compliance with the terms and conditions of this EULA and in consideration of Price paid by the End-User to the Licensor or the Authorized Reseller, the Licensor grants to the End-User a limited, personal, revocable, non-exclusive, non-transferable (except as provided hereafter), non assignable, without right to sublicense, license on the Licensor’s Intellectual Property Rights in the Licensed Software, for the End-User’s internal business purposes, to use the Licensed Software in object code form exclusively in conformity with its intended use and in compliance with the Documentation, solely as embedded in the Product.

The above rights are granted for the duration of the Product’s lifetime and on the territory(ies) on which the Product are sold by KERLINK or the Authorized Reseller(s).

2.2 General limitations

Subject to the provisions of **Article 2.1** above, the End-User shall only use the Licensed Software in connection with the use of Product and the End-User shall have no right, and the End-User specifically agrees not to (i) transfer, assign, lease or sublicense its license rights to any other person or entity, or use the Licensed Software on other products than the Products, and the End-User acknowledges that any attempted transfer, assignment, sublicense or use shall be void, (ii) make error corrections to or otherwise modify or adapt the Licensed Software or create derivative works based upon the Software and/or upon any technical data, know-how, trade secrets, processes, techniques, specifications, protocols, methods, algorithms, interfaces, ideas, solutions, structures or other information embedded or used in the Licensed Software, or permit third parties to do the same without the prior written consent of Licensor, (iii) reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Licensed Software to human-readable form, except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction, (iv) remove, alter or obscure any legal, proprietary or restrictive notices, labels or marks on the Licensed Software or within its code, (v) disable any security or controlling measures that may protect portions of the Licensed Software, (vi) publish any results of benchmark tests run on

the Licensed Software without the prior written consent of Licensor, (vii) disclose, provide, or otherwise make available trade secrets contained within the Licensed Software and Documentation in any form to any third party without the prior written consent of Licensor.

3. INTELLECTUAL PROPERTY RIGHTS

The Licensor (or its licensors) shall retain all right, title, interests to and ownership in all Intellectual Property Rights pertaining to the Product and/or the Licensed Software, including, where applicable, in any copies, portions, extracts, updates, improvements, enhancements, bug fixes, modifications and any other derivative works of the Product and/or Licensed Software made by the Licensor.

4. RIGHT TO RESTRICT USE

To the maximum extent permitted by applicable law, the Licensor reserves the right, with or without notice, to restrict the End-User’s use or access to the Licensed Software, in whole or in part, if the Licensor reasonably determines that there is an actual unauthorized use of the Product, or use, or access to the Licensed Software by persons or entities who are not the End-User, its employees and/or agents. Such restriction by the Licensor shall not constitute a breach of this EULA by the Licensor, and shall be in addition of any other rights and remedies that the Licensor has under law and equity.

5. CONFIDENTIALITY – PRIVACY

5.a. Confidentiality - During the ten (10) years from the delivery date of any Products, the End-User shall keep confidential and shall not disclose or otherwise make available to any third party any Confidential Information provided by Licensor and/or by the Authorized Reseller under this EULA. The End-User shall take the same level of care in preserving the confidential nature of the Confidential Information as it would take to preserve the confidentiality of its own confidential information of same importance, but in no event less than reasonable care. The obligations of confidentiality shall not apply to any information which (i) is or later becomes publicly known or available without breach of this EULA by the End-User, (ii) is lawfully obtained by the End-User from a third party lawfully in possession of any or all Confidential Information and which is not under an obligation of confidentiality with Licensor or with the Authorized Reseller with respect to such information, or (iii) is disclosed by the End-User pursuant to a judicial order or by operation of law but then only to the extent so ordered or requested; in such case the End-User shall use its best efforts to inform Licensor or the Authorized Reseller timely in advance of the disclosure and reasonably cooperate with Licensor and Authorized Reseller to safeguard confidentiality of concerned Confidential Information.

5.b. Privacy

Given the remote reading functionalities of the Product, personal data regarding individuals may be processed (the “**Personal Data**”) during the operation of the Licensed Software.

Where the Licensor would process Personal Data in the name and on behalf of the End-User, each Party undertakes to comply with the provisions of **Article 5.b** and to execute the EULA fairly and lawfully in compliance with the provisions of the applicable law pertaining to Personal Data protection and to fulfil the appropriate legal formalities (if required) (For France: Law n°78-17 dated January, 6 1978 - “*Loi informatique et libertés*”). Each Party shall be individually liable for any violation of the said provisions. Under the provisions of “*Loi Informatique et Libertés*” law, the End-User is entitled to gain access, correct and/or withdraw its Personal Data.

6. CONSENT TO USE OF DATA

The End-User agrees that the Licensor may periodically collect and use technical and related information about the End-User's system and peripherals connected to the Product and/or the Licensed Software or functioning with it/them, that is gathered in order (i) to improve its products, to facilitate the provision of Licensed Software updates and support, and/or (ii) to provide services or technologies to the End-User (if any) and (iii) to verify compliance with the terms of the EULA, as long as it is in a form that does not collect and process personal data pertaining to the End-User, its employees or agents, or, as the case may be, its clients.

The End-User understands and agrees that Licensor's periodically use of data stated above may provide evidence of potential material breach of the EULA attributable to the End-User and may cause termination under the provisions of **Article 9** below.

7. INDEMNIFICATION

Indemnification of the End-User - The Licensor undertakes to defend the End-User against all serious claims received during the term of the License that the normal and authorized use of the Licensed Software or any part thereof as embedded in a Product, in accordance with this EULA and Documentation, infringes any copyrights of any third party in the country(ies) in which the Product is sold, and shall indemnify, subject to the provisions of **Article 11**, the End-User for and against any costs and damages (including reasonable legal costs and expenses upon justifications) finally awarded against the End-User in an enforceable decision of a Court of competent jurisdiction or final settlement of such claims approved previously in writing by the Licensor, provided that (i) the End-User promptly notifies the Licensor in writing of any such claim, (ii) has not made any admission of liabilities, agreement or compromise without prior written consent of the Licensor, (iii) gives the Licensor reasonable assistance in the defense and settlement of such claim at the Licensor's expense, and (iv) the Licensor is given sole authority to defend or settle such claim.

If the use made by the End-User of the Licensed Software in accordance with the rights granted hereby is held by a final and enforceable decision of a Court of competent jurisdiction to infringe a third-party copyright, the Licensor may at its election (i) obtain at its expense the right for the the End-User to continue using the Licensed Software or (ii) replace the infringing Licensed Software with equivalent, non-infringing software, or (iii) modify the infringing Licensed Software so that it becomes non-infringing, or (iv) repurchase the infringing Licensed Software from the End-User at a price equal to the purchase price paid for the Licensed Software (if determinable), or fifty percent (50%) of the Price paid for the Product embedding the Licensed Software, less depreciation in an amount to be determined by the Licensor and to terminate this EULA.

The Licensor shall not in any circumstances have any liability if the alleged infringement is based on (i) a modification of Product and/or the Licensed Software by anyone other than the Licensor, or (ii) the End-User's use of the Product and/or Licensed Software in a manner contrary to the Documentation and the provisions of the EULA, or (iii) the End-User's use of the Product and/or Licensed Software after notice by any third-party of the alleged or actual infringement without express previous written authorization from the Licensor, or (iv) the use or combination of Licensed Software with any End-User's or any third party's products, software and/or services not previously approved in writing by Licensor, or (v) infringement of any third party's patent, or (vi) Third Party Software.

Indemnification of the Licensor - The End-User shall indemnify and save harmless the Licensor from and against any claim, demand or legal

action alleging loss, costs, expenses, damages or injuries arising from or related to the End-User's use of the Licensed Software.

8. TERM

The License granted herein is effective upon first utilization by the End-User of the Product, and shall remain in effect for the duration indicated in the Order, or if no term is specified on the Order for the duration of the Product's lifetime.

9. TERMINATION

Either Party may terminate this EULA for cause upon thirty (30) days' prior written notice in the event the other Party is in material breach of the terms and conditions defined herein and fails to cure the curable default within the thirty (30) day period following written notice except that no "cure" period shall apply to breaches of the provisions of **Articles 2, 3, 4 and 5**. In the event of a breach of the provisions of **Articles 2, 3, 4 and 5**, the non-breaching Party shall have the right to terminate this EULA immediately upon notice to the other Party.

Upon termination, the End-User shall cease, within ten (10) business days from the date of termination, all use of the Product and Licensed Software and destroy all copies, full or partial of the Licensed Software, any and all Confidential Information, the Documentation, and any accompanying documentation together with all copies thereof, as well as all related materials received from the Licensor during the execution of the License.

10. WARRANTY AND DISCLAIMER OF WARRANTY

10.a Term and remedy for breach of warranty

The Licensor warrants that the Licensed Software will be delivered free of viruses, spyware, trojan horses, backdoors, worms or any similar malicious code and perform, under normal use and operation, substantially error-free and in accordance with the Documentation during a period of ninety (90) days from the delivery of the Product to the End-User. If the End-User receives supplements, updates or replacement software during those ninety (90) days, they will be covered by the remainder of the Licensed Software warranty (the "**Licensed Software Warranty**").

During the Licensed Software Warranty period, the End-User shall (i) contact the Authorized Reseller about its policy related to its warranty obligations, when the Product is acquired from the Authorized Reseller, or, only in such case where the End-User purchased Products directly from KERLINK, (ii) notify the Licensor in writing of any defect or fault in the Licensed Software in consequence of which it fails to substantially conform in all material respects to the functionalities set out in the Documentation.

The Authorized Reseller or the Licensor shall provide commercially reasonable efforts to correct by releasing updates or workarounds, promptly after being notified hereof, all reproducible errors affecting the operation of the Licensed Software, as well as any non-conformance of the Licensed Software with the Documentation, provided that such errors or non-conformances occur or are notified within the aforementioned Licensed Software Warranty period.

In case the errors or defects of the Licensed Software cannot be by-passed or corrected by the Authorized Reseller or the Licensor, the Product will be, at the Authorized Reseller's or Licensor's option, (i) returned for or subject to a refund, and/or (ii) replaced by the Authorized Reseller or the Licensor at no costs to the End-User.

The provisions of **Article 10.a** constitute the End-User's sole and exclusive remedy and the entire liability of the Licensor and its Authorized Reseller under this Licensed Software Warranty.

10.b Limitation of warranty

The Licensor does not warrant that the use of the Licensed Software will be uninterrupted or error-free.

The End-User accepts responsibility for the selection of Product and the Licensed Software to achieve its intended results and acknowledges that the Licensed Software has not been developed to meet the individual requirements of the End-User.

THEREFORE, THE END-USER ACKNOWLEDGES AND AGREES THAT USE OF THE LICENSED SOFTWARE IS AT ITS SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORTS IS WITH THE END-USER.

EXCEPT AS PROVIDED IN THIS EULA, THE SOFTWARE IS PROVIDED "AS IS" AND THE LICENSOR DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE FOR THE LICENSED SOFTWARE INCLUDING COMMERCIAL USE BY THE END-USER AND ALL ACCOMPANYING WRITTEN MATERIALS AND/OR THE LICENSED SOFTWARE SPECIFICATIONS, EVEN IF THE LICENSOR HAS BEEN MADE AWARE OF SUCH PURPOSE. TO THE EXTENT THAT ANY OF THE SAME CANNOT BE EXCLUDED, SUCH IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE EXPRESS LICENSED SOFTWARE WARRANTY PERIOD AS SET FORTH IN **ARTICLE 10.a** ABOVE.

NOTHING IN THIS EULA WILL BE CONSTRUED AS AN ASSURANCE, WARRANTY OR REPRESENTATION (A) THAT PRACTICE OF THE LICENSED SOFTWARE OR ANYTHING MADE, USED, SOLD OR OTHERWISE DISTRIBUTED OR DISPOSED OF UNDER ANY LICENSE GRANTED HEREIN IS OR WILL BE FREE FROM INFRINGEMENT OF ANY OTHER SOFTWARE, PATENT OR OTHER INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, EVEN IF THE LICENSOR HAS BEEN MADE AWARE OF SUCH ALLEGED INFRINGEMENT; OR (B) THAT THE COPYRIGHTS PERTAINING TO THE LICENSED SOFTWARE WILL NOT BE FOUND INVALID OR UNENFORCEABLE FOR ANY REASON IN ANY ADMINISTRATIVE, ARBITRATION, JUDICIAL OR OTHER PROCEEDING.

THE LICENSED SOFTWARE WARRANTY DOES NOT APPLY TO THIRD PARTY'S PRODUCT, THIRD PARTY'S SOFTWARE, OR TO OPEN SOURCE SOFTWARE.

The Licensor disclaims all warranties and liability if the defects or non-compliances of the Licensed Software are caused by:

- the End-User's non-compliance with the terms and provisions of the EULA; or
- the End-User's non-compliance with the instructions of use installation, maintenance or, where applicable security policy of the Licensed Software contained in the Documentation accompanying the Licensed Software; or
- improper use by the End-User of the Product, misuse, mishandling or improper maintenance of the Product and/or the Licensed Software; or
- use of the Product and/or Licensed Software in an improper or inappropriate operating environment; or

- acts of vandalism, fire, humidity, bad weather or other external causes (e.g., radio-electric interference produced by other equipment, variation in voltage of the main supply and/or telephone line); or
- use of the Licensed Software in combination with, in connection with or as integrated into, software, hardware, system or equipment which is not the Product (including but not limited to Third Party Software), unless such combination connection or integration has been expressly previously approved in writing by the Licensor; or
- use of the Product and/or Licensed Software for a purpose other than that for which it is intended to; or
- faults and deterioration caused by normal wear and tear, a shock or a fall; or
- a weakness, flaw or breach in the security of End-User's architecture and/or system not directly and exclusively caused by the Licensed Software; or
- changes made to the Licensed Software by the End-User or any authorized third-party, including mandatory changes; or
- Product and/or Licensed Software on which Licensor's trademark, proprietary notices or serial numbers have been removed or altered; or
- maintenance of the Licensed Software or support intervention carried out by End-User and/or third party not previously authorized in writing by the Licensor; or
- Third Party product, Third Party Software, and/or Open Source Software.

Unless otherwise stipulated by law, any and all warranty provisions other than those mentioned in this **Article 10** are expressly excluded.

11. LIMITATION OF LIABILITY

The End-User acknowledges and agrees that the Licensor has set its prices and entered into this EULA upon the disclaimers of warranty and the limitation of liability set forth herein, that the same reflect an allocation of risk between the Parties, and that the same form an essential basis of the bargain between the Parties.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE LICENSOR, ITS SUPPLIERS OR AUTHORIZED RESELLERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL INCIDENTAL PUNITIVE OR SPECIAL DAMAGE, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF INCOME, LOSS OF OPPORTUNITY OR PROFITS, BUSINESS OR SERVICE INTERRUPTION, HARM TO BUSINESS REPUTATION OR OTHER DAMAGES OR COSTS ARISING OUT OR RELATED TO THE USE OR INABILITY TO USE THE LICENSED SOFTWARE, REGARDLESS OF THE CAUSE OR FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE EVEN IF THE LICENSOR, ITS SUPPLIERS/LICENSORS OR AUTHORIZED RESELLERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

THE END USER ACKNOWLEDGES AND AGREES THAT THE PRICE REFLECT THIS ALLOCATION OF RISK. IN NO EVENT SHALL THE LIABILITY OF THE LICENSOR FOR DIRECT DAMAGE EXCEED IN THE AGGREGATE THE PRICE EX VAT ACTUALLY PAID BY THE END-USER TO THE LICENSOR OR TO AN AUTHORIZED RESELLER UNDER THIS EULA FOR THE PRODUCT EMBEDDING THE LICENSED SOFTWARE THAT GAVE RISE TO THE LIABILITY.

IT IS EXPRESSLY AGREED BY THE PARTIES THAT THE REMOTE READING OF THE PRODUCT AND THE PROVISION BY LICENSOR OF ANY UPDATES, CORRECTIONS AND/OR MODIFICATION (IF ANY) OF LICENSED SOFTWARE (I) REQUIRES A PERMANENT INTERNET ACCESS AND COMPATIBLE HARDWARE SYSTEM

(COMPUTER AND INTERNET SERVER) AND (II) MAY BE AFFECTED BY THESE FACTORS. THEREFORE THE LICENSOR DOES NOT REPRESENT NOR GUARANTEE THAT SUCH READING AND/OR PROVISION WILL BE FREE FROM INTERNET FAILURES, COMPUTER EQUIPMENT FAILURES, TELECOMMUNICATION EQUIPMENT FAILURES, OTHER EQUIPMENT FAILURES, ELECTRICAL POWER FAILURES, INTERRUPTION, LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION SECURE AND DISCLAIMS ANY LIABILITY RELATING THERETO.

THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT (I.E.THE EXISTENCE OF SEVERAL CLAIMS WILL NOT ENLARGE THIS LIMIT).

12. SPECIFIC THIRD PARTY SOFTWARE PROVISIONS

The End-User hereby acknowledges that the Licensed Software is intended to be used with the Product in hardware products or with operating systems and other software products manufactured and distributed by third parties including Open Source Software, and that such Third Party Software are not provided under this EULA.

The End-User is responsible for acquiring and maintaining such software and the utilization rights of such software, and for the overall effectiveness and efficiency of the operating environment in which the Licensed Software is to function. Neither the Licensor nor the Authorized Reseller makes any representation, warranty, or understanding concerning the suitability, availability or performance of any software for use with the Product and/or Licensed Software provided hereunder.

Some third party technology may however be provided with the Licensed Software. Specific files of such third party technology may be licensed under Open Source Licenses.

The Licensor shall inform the End-User of any notices that are related to the Open Source Licenses in at least one of the following ways, at the Licensor's sole discretion: (a) automatically installed with the Licensed Software; or (b) in the Licensed Software Documentation. The Licensor's and End-User's rights and obligations with respect to such technology shall be as set forth in the applicable Open Source License.

13. ASSIGNMENT – TRANSFER - DELEGATION

The Licensor may assign, or transfer this EULA, or part thereof, and/or delegate, partially or totally, its rights and/or obligations hereunder, to any third party without consent from the End-User.

The End-User shall not rent, lease, lend, sub-license, assign, transfer, delegate, partially or totally, any of its rights and obligations under this EULA, to any third party without the prior written consent of the Licensor.

14. GENERAL

This EULA can only be modified by a written agreement signed by the End-User and the Licensor, and changes from the terms and conditions of this EULA made in any other manner will be of no effect.

If any portion of this EULA shall be held invalid, illegal or unenforceable, the validity, legality, and enforceability of the remainder of this EULA shall not in any way be affected or impaired thereby.

This EULA is the complete and exclusive statement of the agreement between the End-User and the Licensor, with respect to the License or rights of use, of the Licensed Software, which supersedes all proposals or prior agreements, oral or written, and all other communications between the End-User and the Licensor, relating to the subject matter of

this hereof, unless otherwise expressly agreed in writing by the Parties in a prior agreement governing the use of the Licensed Software by the End-User.

Any translation of this EULA is done for local requirements and in the event of any inconsistencies between the English and non-English versions of the EULA, the English version of this EULA shall govern, to the extent not prohibited by local law in the jurisdiction of the End-User.

15. GOVERNING LAW AND JURISDICTION

This EULA is governed by the laws of FRANCE. This EULA shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

The Parties irrevocably agree that a competent court within the jurisdiction of the Court of appeal of RENNES, FRANCE shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this EULA or its subject matter, formation or termination for any reason whatsoever (including non-contractual disputes or claims).