

SPECIAL TERMS AND CONDITIONS

SPECIAL TERMS AND CONDITIONS APPLICABLE TO THE LEASING OF HARDWARE

These special terms and conditions apply to the leasing of hardware.

DELIVERY

The hardware shall be delivered at the risk and expense and under the responsibility of the Client. The act of taking possession of the hardware shall transfer the legal custody thereof to the Client, which shall assume full responsibility for same as per the meaning of this term in articles 1382 to 1384 of the Civil Code. [At the end of the contract,] the hardware shall be removed and returned to the headquarters of CLS in Ramonville. However, the leasing contract may set out special delivery terms. Should this be the case, the packaging and transportation costs there and back shall be borne by the Client.

DEPOSIT

When the Client takes possession of the hardware, CLS shall provide to the Client a pro-forma invoice mentioning the value of the hardware leased. The Client must provide to CLS a banker's draft for the corresponding amount as a deposit. This cheque shall not be cashed by CLS, save in case of a failure to return the hardware on the scheduled deadline. In some cases, CLS may also request early payment of one or more contractually defined rent instalments.

STATE OF THE HARDWARE

Upon the Client taking possession thereof

At the request of either one of the parties, an independent survey may be drawn up at the start of the rental or upon commissioning of the hardware. If this independent survey reveals the inability of the hardware to fulfil its normal purpose, the said hardware shall be deemed not to have been delivered. In the absence of an independent survey, the hardware shall be deemed to have been delivered in perfect condition and together with all the accessories needed for its operation.

The Client must inform CLS of any incident that is found upon delivery within 24 hours of delivery. Once this timescale shall have elapsed, the hardware shall be deemed to be in good operating condition and compliant with its purpose.

Restitution

The hardware must be returned to CLS in good operating condition together with all of its accessories. In order to check that this is the case, CLS shall perform a survey upon return of the hardware. The Client shall be invited to take part in this survey or to be represented in it. Should it neither be present nor represented, the survey shall nevertheless be deemed to have been independently verified. The missing elements shall be invoiced to the Client at the price valid on the date of the return of the hardware.

Breakdowns

The cost of repairing any damage other than that which is due to a normal use of the hardware shall be invoiced to the Client.

In the event of a breakdown during the rental period for reasons that are not due to the Client, CLS shall replace the hardware at its expense within a reasonable timescale, depending on the availability of the said hardware, pursuant to the notification of the breakdown by the Client.

If it is impossible to repair the hardware or to replace it within a reasonable timescale, the price of the rental shall be reimbursed to the Client pro rata. The Client shall not be entitled to claim any compensation if it is impossible for CLS to replace the defective hardware.

DURATION OF THE RENTAL

Start date of the rental

The rental shall start on the date on which the leased hardware is made available to the Client on the premises of CLS or on the date on which it is sent to the Client. This date shall be indicated on the delivery note.

The duration of the rental (the period comprised between the date of sending or of taking possession of the hardware and the date on which the hardware is returned to the premises of CLS) shall consist of successive periods of fifteen days subject to a minimum period of one month.

Extension of the rental period

Should the initially agreed rental period have expired but should the hardware not have been returned, the contract shall be automatically and implicitly renewed by successive periods of fifteen days, subject to a maximum of two renewal periods.

If the hardware is not returned upon expiry of this period, CLS shall proceed to cash the deposit bankers' draft in addition to claiming any other compensation that might be due to it by the Client.

End of the rental period

Upon expiry of the rental period, the Client must return the hardware. The return of the hardware to the premises of CLS must take place on the last day of the rental at the latest, under the Client's responsibility and at its expense.

The hardware must be in good condition, must only have incurred normal wear and tear, the Client having an obligation to carry out any necessary repairs at its own expense. All the costs incurred in dismantling, packaging and transporting the hardware back and/or in carrying out the necessary technical inspections thereof, shall be borne fully by the Client.

INSTALLATION AND ENJOYMENT

The Client must only use the leased hardware for its own purposes and within the limits of the characteristics that are defined by CLS and the manufacturer.

Should the leased hardware require assembly, installation and testing, these operations shall be carried out under the sole responsibility of the Client. CLS may, in some cases, agree to provide such services in which case they shall give rise to the drafting of a specific contract.

The Client pledges not to make any modification to the leased hardware.

OWNERSHIP

The Client must at its own expense ensure the respect of CLS's right of ownership over the hardware, such as by affixing an ownership plate thereto. Should the Client not be the owner of the premises on which the hardware is used, it pledges to immediately inform in writing the owner of the premises, with a copy sent to CLS, that the hardware is the property of CLS.

The Client cannot grant any real right over the hardware; it cannot transfer it, pledge it or assign it; it must immediately inform CLS in case of a seizure of the hardware, and take all necessary measures for its safekeeping. If the hardware is seized, the Client must do everything in its power to secure the lifting of this measure at its own expense. The Client cannot lend or sublet the hardware save with the prior and express authorisation of CLS.

LIABILITY - INSURANCE

As of the date on which the hardware is made available to it, the Client shall be responsible for all damage caused by the hardware to any persons or property, whether said damage results from a manufacturing flaw, an assembly fault or from any other cause arising from the use of the hardware. As of the date on which the risks inherent to the hardware are transferred by CLS to the Client, the Client shall be liable for all the risks of loss or dam-

age and/or of partial or total destruction of the hardware, whatever the cause of the damage, even in the case of an act of God or force majeure.

The leased hardware shall be insured by CLS against the risk of loss or total destruction. The insurance excess shall however be borne by the Client: it shall amount to 10% of the price of the hardware as set out in the pro-forma invoice that was provided to the Client when the latter took possession of the hardware.

Moreover, it is recommended that the Client take out an insurance policy covering the case of partial destruction of the leased hardware.

INCIDENTS

The Client must inform CLS within 48 hours of any incident that occurs to the leased hardware and that is provoked by the latter; the Client pledges to make all the declarations and/or accomplish all the formalities required within the timescales stipulated by the prevailing regulations with any insurer and where applicable with the competent authorities. In the event of partial destruction, the Client shall be responsible for reinstating the hardware at its own expense. In any event, the Client must continue to pay the rent as usual. In the event of total destruction, as determined by the report of an expert appointed by the insurer of CLS, the contract shall be rescinded as of right on the date on which the incident occurred. ■

SPECIAL TERMS AND CONDITIONS APPLICABLE TO THE SALE OF HARDWARE

These special terms and conditions apply to the sale of hardware.

DELIVERY – HANDOVER OF THE HARDWARE

The hardware must be taken over at the headquarters of CLS in Ramonville or from any other CLS logistics platform worldwide, whose contact details shall be set out in the contract signed by the Client. The act of taking possession of the hardware transfers the legal custody of the hardware to the Client which shall assume full responsibility for same as per the meaning of this term in articles 1382 to 1384 of the Civil Code.

However, the contract for sale may set out special delivery terms. Should this be the case, the packaging and transportation costs shall be borne by the Client. Given that these tend to vary depending on the type of the order (amount, nature, volume), they shall be indicated on the quote which precedes the order. Moreover, the delivery timescales indicated by CLS shall be merely indicative. CLS shall endeavour to comply with them. However, any lateness cannot lead to the cancellation of the order nor to any compensation being due. Any clause penalising lateness that is included by the Client in its order shall be ineffectual as a result of the application of the General Terms and Conditions of CLS. Delivery shall be deemed to have taken place as soon as the product is made available to the Client by the transportation company, as recorded by the monitoring system used by the transportation company (hereinafter "the delivery"). It is up to the recipient to check the consignments on arrival and to express any reservations and make any claims that would appear to be justified; these claims and reservations must be brought to the attention of the transportation company, by means of a letter sent by recorded delivery with acknowledgement of receipt, within three (3) working days following the delivery of the products. A copy must be sent immediately to CLS.

Should the products that are delivered not comply in terms of either their nature or their quantity with the specifications indicated in the delivery note, the Client must formulate a complaint within eight (8) days following delivery failing which any right to do so shall lapse.

WARRANTY OVER THE HARDWARE

The hardware is guaranteed for parts and labour, excluding transportation and packaging costs, for a period of one year as of delivery. This warranty shall cover neither normal wear and tear, nor damage resulting from shocks or from improper use relative to the instructions and usage limitations featuring in the manual or the technical note that are provided together with the hardware.

This warranty shall be limited to the repair or replacement, at the discretion of CLS, of any hardware that is acknowledged as defective and that is returned to CLS. In case of repairs, the hardware that is the subject-matter of the contract shall not be replaced. Any hardware that is acknowledged as defective must be returned in its original packaging together with its hardware returns number. The costs and all the risks inherent in the return of the hardware shall be borne by the Client. Any hardware that is replaced under the warranty shall become the exclusive property of CLS. Any work that is carried out under the warranty shall not result in the latter being extended.

This warranty shall exclude any other warranty, such as any express or implied warranty of suitability for a particular use. Any extensions of warranty shall be subject to the same rules as the abovementioned initial warranty.

CUSTOMER SERVICE/SUPPORT

In the case of any repairs that are carried out outside the period or the terms of the warranty, a repairs quote shall be sent to the Client if their value exceeds €150 before tax. Any repairs costing less than €150 before tax shall be carried out directly without the prior approval of the Client and without further notice.

The parts and components that are replaced (and only these) shall be guaranteed for a further term of one year. The transportation costs (there and back) of any out-of-warranty equipment shall be borne by the Client.

HARDWARE RETURNS

Should CLS agree to a return of the hardware, the Client must hand over the hardware to the transportation company or to CLS in perfect condition and in its original packaging, together with its returns form as well as proof of purchase (the invoice), within five (5) working days following receipt of the returns form [from CLS]. Should the Client fail to comply with the instructions issued by CLS, the return of the product as well as any request for reimbursement shall not be entertained. In any event, the costs inherent in returning the hardware shall be borne by the Client.

EXPORT CONTROLS

The Client acknowledges that the system is subject to the export control rules that are in force in France. The Client pledges not to export or re-export the system, whether directly or indirectly, to any country, to any end-user and for any use that is subject to restrictions under the abovementioned regulations.

RESALE AND RENTAL

Once it has paid the full price of the hardware, the Client shall be free to resell or to rent out the hardware together with all of its accessories and all of its documentation. Should this operation take place during the period of warranty, then in view of the specific usage and environment conditions inherent to the hardware, the warranty shall end as of right both in respect of the first purchaser and of its successors and assignees. On the other hand, the Services that are provided by CLS can only be transferred subject to the express prior consent of CLS and any transfer must therefore give rise to a rider

to the contract for the provision of services to which the purchaser shall be a party. Failing this, the Client acknowledges and agrees that it shall remain fully liable for the payment of the moneys that are due as part of the services that it subscribed to.

MAINTENANCE

The maintenance may be carried out by CLS at the request of the Client, in which case it shall give rise to the drafting of a specific contract.

USE OF THE EQUIPMENT IN ASSOCIATION WITH A SERVICE

In the event of any use of the hardware that is not in keeping with the General Terms and Conditions, with CLS's special terms and conditions governing the provision of services or with the provisions of the corresponding contract, CLS shall be entitled to put an end to the provision of the services without notice or compensation. Should it be impossible to access the services, CLS shall not necessarily be compelled to take back the hardware, given that these things are covered by different contracts. ■

SPECIAL TERMS AND CONDITIONS APPLICABLE TO LICENSES OVER THE SOFTWARE

These special terms and conditions apply to the provision of computer programs (hereinafter the "Software"), be they standalone or integrated in hardware that is sold or leased.

OWNERSHIP

CLS is the holder or transferee of all the intellectual property rights over the computer programs, trademarks, logos, graphics, images, animations, texts and videos, software applications and databases contained or displayed via the Software.

These elements cannot under any circumstance be reproduced, used or shown without the express authorisation of CLS, otherwise legal proceedings might be brought.

The usage rights hereinafter granted to the Client are hereby granted on a personal basis. The Client therefore pledges not to transfer or assign its rights to any third party by any means and for any purposes whatsoever. Any other use by the Client is hereby prohibited unless CLS approves it expressly beforehand.

The Client pledges not to modify, copy, reproduce, download, broadcast, extract, transmit, exploit commercially and/or distribute the Software or the computer code of the Software in any way.

ELECTRONIC KEY

Upon delivery of the Software, the Client shall be provided with an electronic key that is linked to the license granted over the Software. The Client pledges not to unlock the protection codes of the software applications or databases nor to decipher their access keys, if these software applications or databases feature an access control or protection system.

In case of loss or damage of the electronic key, the latter shall not be replaced.

The Client shall nevertheless remain responsible for any use of the Software by means of its key, including any use by third parties, be it fraudulent or not, until CLS receives an express request from the Client to deactivate its key.

In any event, the Client shall have to take out a new license agreement in order to receive a new key.

LICENSING

CLS shall grant the Client a non-exclusive and non-transferable license to use the Software in accordance with its documentation for the purposes that are described therein. The Client shall be authorised to install and to use as many copies of the Software on compatible hardware as it has bought keys.

Each license that is acquired, and which takes the form of the provision of a key, shall only entitle the Client to install the Software on a single computer or a single workstation. Any allocation or granting of a sub-license, networking, sale or distribution of copies of the Software shall be strictly prohibited without the prior written consent of CLS. Any allocation, sale, sharing, lending, rental, borrowing, networking and transfer of the right to use this Software shall be deemed to constitute violations of these special terms and conditions.

BACKUP COPY

The Client shall be authorised to make a single copy of the Software for backup or storage purposes. The Client shall be prohibited from making any other copies of the Software or of the ancillary documentation.

EXPLOITATION OF THE RESULTS

Unless the documentation associated with the Software, which may contain rights and restrictions that are specific to certain elements, provides otherwise, the Client shall be authorised to display on screen, modify, reproduce and distribute all the files generated using the Software.

GUARANTIES

CLS guarantees that the Software that is provided shall function in the main in accordance with its documentation for a period of 3 months as of its delivery, provided that it is used with the recommended operating system and hardware configuration. Minor variations relative to the specifications of the documentation shall not warrant the activation of this warranty.

This warranty shall be limited to the provision of a new version of the Software to the Client to the exclusion of any other of the Client's remedies.

However, any use that does not comply with these special terms and conditions and in general with the documentation and instructions of CLS, as well as any modification that is made to the Software, shall lead to the automatic exclusion of this warranty.

The limited warranty that is described above shall be the sole warranty extended by CLS over the Software.

The Client should take all reasonable measures in order to avoid and minimise any damage linked to the use of the Software such as by regularly backing up all of its data.

LIABILITY

The Software shall be delivered "as is", without any warranty other than that which is mentioned above, be it express or implied, such as any implicit guarantees of saleable value, quality or suitability for a specific function or use.

UPDATES/UPGRADES

If the Software that is supplied is an update or an upgrade of a previous version of the Software, the Client must hold a valid license for this previous version in order to be able to use the update or upgrade.

All updates or upgrades shall be provided on the basis of an exchange of licenses. The Client's use of an upgrade or an update shall lead to the automatic rescission of any license over any previous version of the software in its possession.

The Client pledges to proceed immediately to the installation of the updates and upgrades to the software that shall be provided to it. ■