SPECIAL TERMS AND CONDITIONS

**APPLICABLE TO THE LEASING OF HARDWARE**

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

**DELIVERY**

The hardware shall be delivered at the risk and expense of the Client. In the event of taking possession of the hardware, the legal custody shall be transferred to the Client, which shall assume full responsibility for same as per the meaning of this term in articles 1332 to 1344 of the Civil Code. [At the end of the contract,] the hardware shall be removed and returned to the headquarters of CLS in Ramonville-Saint-Agne. However, the Client shall be responsible for outgoing special delivery charges. 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 dated on the date of taking possession of the hardware, together with the amount of a deposit equivalent to 25% of the hardware price as set out in the pro-forma invoice that was provided to the Client when the latter took possession of the hardware. Moreover, it simultaneously shall take out an insurance policy covering the cost of partial destruction of the leased hardware.

**INCIDENTS**

The Client must return CLS within 48 hours of any incident that occurs to the leased hardware and shall notify CLS of any other cause of loss or damage. In the event of a partial destruction, the Client shall be responsible for replacing the hardware at its own expense. In any event, the Client must continue to pay 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 regarded as at an end on the date on which the incident occurred.

**DELIVERY – HANDOVER OF THE HARDWARE**

The hardware shall be handed over to the Client at the price valid on the date of the return of the hardware, less 15% before tax. Should the Client verify that the hardware is in good condition, the hardware shall be removed and returned to the headquarters of CLS in Ramonville. How - ever, the Client shall be responsible for all outgoing special delivery charges. Should this be the case, the packaging and transportation costs there and back shall be borne by the Client.

**STATE OF THE HARDWARE**

Upon the Client taking possession thereof

All the rights and obligations resulting from the lease of hardware are applicable to any User of the software. The Client shall have the right to use the Software as provided for in the software documentation. The Client shall have the right to use the Software for the sole purpose of the hardware with which the Software is delivered. The Software may be used only in the manner described in the terms of the license agreement. The Software may not be distributed or copied.

**RIGHTS OF USE**

The Client must hold a valid license for the previous version in order to be able to use the Software, the Client must hold a valid license for this previous version in order to be able to use the update or upgrade.

**SOFTWARE**

CLS grants 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 authorized to install and to use as many copies of the Software on compatible computers as it has purchased.

Each license that is acquired, and which takes the form of a license key, shall only entitle the Client to install the Software on a single computer or a single workstation. Any unauthorized copying of the Software, or any distribution or offering of the Software for distribution or offering, or any use of the Software by the Client is hereby prohibited unless CLS approves it expressly beforehand. The Client must not transfer, copy, reproduce, broadcast, download, extract, transmit, reproduce, modify and/or distribute all the 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 Client’s license key over the Software. The Client shall not install the Software on any computer whose hard disk can be updated or modified without the prior consent of CLS.

The Client agrees to install the Software on a computer that meets the hardware requirements specified in the Software documentation. The Client agrees to use the Software only as permitted by the Software documentation. The Client agrees not to install or use the Software on any computer whose hard disk can be updated or modified without the prior consent of CLS.

**OWNERSHIP**

The Client retains all the intellectual property rights over the Software, software documentation, tools, programs, images, names and titles in the Software documentation. The Client shall have the right to use the Software in accordance with the terms and conditions of this agreement. The Client shall have the right to use the Software for its own business purposes.

The Client’s use of the license and its obligations are subject to the Software documentation. The Client shall have the right to use the Software only as permitted by the Software documentation. The Client agrees not to install or use the Software on any computer whose hard disk can be updated or modified without the prior consent of CLS.

**APPLICATION OF THE SOFTWARE**

The Client agrees to use the Software only for its own business purposes and within the limits of the Software documentation. The Client shall be responsible for ensuring that the Software is used only for the purposes for which it was intended.

The Client agrees to use the Software only as permitted by the Software documentation. The Client agrees not to install or use the Software on any computer whose hard disk can be updated or modified without the prior consent of CLS.

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**LIABILITY - LIABILITY**

The Client is solely responsible for ensuring that the Software is used only for the purposes for which it was intended.

The Client agrees to use the Software only as permitted by the Software documentation. The Client agrees not to install or use the Software on any computer whose hard disk can be updated or modified without the prior consent of CLS.

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**UPDATES/UPDATES**

If the Software is that which is installed or an upgrade on 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 Software. Any updates or upgrades shall be provided on the basis of a license agreement. The Client’s use of an upgrade or an update shall lead to the automatic extension of any license to cover any new version of the Software for the Client’s use.

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