



General Terms and Conditions of Sale

I – Service provision

1 – **Subject matter**: The Project Owner intends, as part of its business activities and depending on the circumstances, to implement projects or organize assignments concerning all or part of its Information System. To this end, the Project Owner requires the collaboration of TVH Consulting whenever the former deems it necessary, through the signing of purchase orders that TVH Consulting will send it. TVH Consulting's role is to provide project management support. The Project Owner retains the prime contractor role.

2 – **Organization**: TVH Consulting is responsible for the smooth running of all projects and assignments for which it is appointed by the Project Owner and undertakes to always allocate qualified and skilled staff for the fulfillment thereof. The Project Owner undertakes to provide TVH Consulting with all the resources and information needed to successfully complete projects and assignments. The parties agree that their respective premises allotted to project or assignment work are of a kind to provide optimum working conditions in a suitable environment. Both parties' personnel are to adhere to the policies and procedures and the health and safety regulations in force in each workplace.

3 – **Responsibilities**: Within its role of providing project management support, TVH Consulting is under a best endeavors obligation. TVH Consulting undertakes to perform all actions necessary to complete the tasks assigned to it in accordance with standard industry practice, complying with all laws and regulations in force, and maintaining professional conduct at all times. TVH Consulting can only be rendered liable insofar that it is proven to have committed a breach or misconduct in respect of fulfilling its obligations that has caused direct loss or harm to the Project Owner. The Project Owner assumes full responsibility for the security of software, data and all documentation. The Project Owner is to take any preventative measures needed to ensure that these can be reconstituted, in particular by means of backups or duplicate copies. The Project Owner expressly agrees that TVH Consulting cannot be held liable for any indirect or commercial loss or harm (such as loss of customers or orders, or sales disruption) or financial losses (such as profits or data) sustained by the Project Owner, or for any legal proceedings instituted against the Project Owner by a third party to the present agreement. Likewise, the Project Owner cannot seek to render TVH Consulting liable for losses or harm sustained by third parties having used the work performed by TVH Consulting in respect hereof. The Project Owner recognizes that TVH Consulting's entire aggregate liability in respect hereof is limited to the total value of the purchase order. This limit also applies in the event that TVH Consulting is convicted of any offence for any reason whatsoever, and/or if a ruling recognizes the Project Owner's entitlement to compensation for direct loss or harm sustained as a result of a breach by TVH Consulting in respect hereof. The Project Owner must institute any proceedings within three months of the event or action carried out by TVH Consulting that causes the relevant loss or harm.

4 – **Insurance**: TVH Consulting hereby confirms it has taken out professional civil liability insurance with a reputable insurance company covering all property damage and pecuniary loss and harm sustained in performing the present contract, within the limitations and under the terms stipulated in its insurance which thus constitutes, subject to the provisions hereinunder, a ceiling on its financial commitment. TVH Consulting undertakes to maintain this cover while the present contract is running, and to provide the Project Owner with an insurance certificate as evidence of same whenever asked.

5 – **Guaranties**: Given the Project Owner's prime contractor role over the services rendered by TVH Consulting and its consequent capacity as a well-informed professional, the deliverables from said services are not accompanied by any warranty or guarantee. The Project Owner warrants to TVH Consulting that it holds all the authorizations, property rights, and user licenses over all the IT configurations and documents that will be accessed by TVH Consulting in the course of service fulfillment.

6 – **Intellectual Property**: These terms and conditions comply with the legal provisions regarding copyright. The Project Owner confirms it is the due holder of user rights over any software that TVH Consulting might be required to use. In the event that the Project Owner requests technical intervention by TVH Consulting, the former confirms that it holds all the necessary rights to permit such work to be performed.

7 – **Financial terms and conditions**: Prices are shown on the purchase order and are expressed excluding taxes. Mileage allowances are billed to the Project Owner on the basis of the reimbursement scale accepted by the tax authorities for vehicles with a "tax horsepower" rating of seven, travelling less than 5,000 kilometers per annum, applied to the return distance from the TVH Consulting branch office closest to the address of contract performance. Any additional travel and accommodation costs will also be billed to the Project Owner, accompanied by documentary evidence. Invoices are to be sent monthly, calculated using the daily rates indicated in the purchase order. All TVH Consulting invoices are payable net with no discounts within 15 calendar days of the date of receipt of the invoice.

8 – **Late payment penalties**: Penalties will be applied to the invoice amount excluding taxes if all or part of any sum invoiced is not paid within the payment terms stipulated herein. Late payment interest is charged at three (3) times the statutory interest rate in force in France from the expiry of the period herein stipulated, plus a statutory fixed charge for debt collection costs of forty euros (€40) in accordance with Article L.441-6 subsection 12 of the French Commercial Code. These charges are incurred with no further warning to the Project Owner whenever said payment terms are exceeded. Furthermore, TVH Consulting will be entitled to enforce the provisions of the "Termination" article herein as a result of the Project Owner's failure to pay any invoice. Similarly, TVH Consulting will be entitled to suspend any assignments in progress as of right, regardless of their nature and status at the time. However, a suspension of this type cannot be considered as grounds for termination hereof as a result of TVH Consulting's actions, nor does it entitle the Project Owner to any compensation whatsoever.

9 – **Confidentiality**: Unless agreed in advance by the Project Owner in writing, TVH Consulting will refrain from directly or indirectly disclosing any commercial, industrial, technical, financial or personal data or information of any kind deemed confidential that might be disclosed to it by the Project Owner, or of which TVH Consulting might become aware in the course of contract performance. TVH Consulting acknowledges that any disclosure would be detrimental to the interests of the Project Owner and could render it liable unless the information was already in the public domain. TVH Consulting undertakes to ensure, within the meaning of Article 1120 of the French Civil Code, compliance with the above non-disclosure obligation by its duly authorized corporate officers, agents, representatives and subcontractors. The Project Owner likewise undertakes not to disclose information regarding the procedural knowledge and expertise of TVH Consulting.

10 – **Non-solicitation of personnel**: Both parties will expressly refrain from directly or indirectly canvassing with a view to recruiting any member of the other party's staff, whether an employee or not, and even in the event the initial approach is made by the individual in question. This provision continues in force and effect throughout the term of the present contract and for twelve (12) months after it comes to an end. In the event of a violation of this non-solicitation clause, the party in question will immediately pay the other party, by way of a penalty clause, compensation equal to twelve (12) months of the last gross monthly salary of the person approached or recruited, plus the full costs incurred in recruiting a replacement.

11 – **Cancellation**: If an order is cancelled, the Project Owner undertakes to pay 50% of any outstanding balance for the order not then fulfilled.

12 – **Sub-contracting**: TVH Consulting is permitted to make use of subcontractors in the performance hereof.

13 – **Term**: The present contract will take effect from the signature of the purchase order by the Project Owner, and will run indefinitely. The contract will come to an end when terminated by either party pursuant to the "Termination" article or in any event twelve months after the complete fulfillment by TVH Consulting of the assignments stipulated in the purchase order.

14 – **Termination**: In the event of a serious breach of its obligations in respect hereof by either party that is not made good within thirty days of a registered letter with proof of delivery serving notice of the breach in question, the present contract may be terminated if the aggrieved party sees fit to do so. For the avoidance of doubt, such termination will occur as of right, with no advance notice or other requirements to be met. In any event, the aggrieved party may initiate proceedings for damages, without prejudice to the enforcement of the penalties stipulated in Article 8.

15 – **Index linking**: Prices will be index-linked to the Syntec (French IT services industry association) index and automatically revised monthly using the following formula:

$$P1 = P0 \times (S1/S0)$$

Where P1: revised price,

P0: initial price set on the date of the first order or the date of the previous review;

S1: the latest published Syntec index on the review date;

S0: the published Syntec index on the date of the first order or the date of the previous review.

If the Syntec index is discontinued, and should the parties fail to agree on a new index, the presiding judge of the Paris Commercial Court will determine the index to build into the review formula.

The new index must be chosen to be as close as possible to the discontinued index, and in keeping with the parties' intentions when first stipulating this price revision clause.

II – Microsoft, TVH Consulting and other software user licenses

1 – **Background information**: Microsoft Business Solutions products (hereinafter MBS) are developed by a Microsoft Group company that holds all the copyright and other intellectual property rights over these MBS products and all copies made thereof. Dynamics AX is an MBS from Microsoft Group.

Microsoft markets, sells, distributes and manages MBS products through a worldwide network of partners called Microsoft Certified Business Solutions Partners (hereinafter MCBSP).

TVH Consulting has been a Microsoft Certified Business Solutions Partner for the Dynamics AX package since 30 September 2003.

TVH Consulting builds add-ons to the Dynamics AX system. TVH Consulting holds all the copyright and other intellectual property rights over these products and all copies made thereof.

TVH Consulting also distributes add-on software published by companies other than Microsoft and itself. TVH Consulting has permission from these publishers to market and sell their software.

These add-ons offer functionalities not covered by Dynamics AX, or covered in a different way. In the vast majority of cases, these add-ons work in relation to MBS' Dynamics AX. In view of the above representations, the present agreement's terms and conditions comply with those in the licensing agreement for MBS Dynamics AX and are in keeping with the spirit of the other publishers' licensing agreements terms and conditions.

2 – **Preamble**: The provisions of the present licensing agreement constitute a contract between TVH Consulting and you. Read them carefully. They involve the software described in the appendix, including the storage media, if any, on which it was supplied. The licensing agreement also covers the upgrades, additional services, documentation, online services and technical support services that accompany TVH Consulting software.

3 – Overview:

a. Software. Software includes server software, client software installed on devices and used with the server software, additional components covered by separate licenses, and all software fixes, corrections and upgrades.

b. Licensing model. Licenses to use the software are granted on the basis of the number of system database copies you install, the number of users accessing the system database and any additional components granted under license.

4 – Definitions:

- “You” designates the legal person that has agreed to the present licensing agreement, together with your affiliates.
- “Affiliate” means (i) for you, any legal person that you own, that owns you or ownership of which is shared; (ii) for TVH Consulting, any legal person that TVH Consulting owns, that is owned by it, or ownership of which is joint with TVH Consulting;
- “Own” and “ownership” refer to a level of control of over 50%;
- “Client software” refers to the software that enables a single personal computer, workstation, device, tablet, personal digital assistant or any other single electronic device (a “device”) to access or use the server software or to use certain aspects of the server software when it is disconnected from the server;
- “Server software” means the software that provides services or functionalities on your server (those of your computers running the server software are “servers”);
- “System database” means the underlying database that manages your users and your units.

5 – Installation and user rights:

- **Server software.** You are permitted to install an unlimited number of copies of the server software to access your system database. However, you are permitted to use only the number of copies permitted by your license key. You are not authorized to duplicate license keys without TVH Consulting’s prior written permission.

- **Client software.** You are permitted to install an unlimited number of copies of the client software. However, you are permitted to use the client software solely with the server software.

- **Additional components.** You are permitted to install unlimited copies of additional components you have acquired under license for your system database. You must acquire a separate license for each system database for which you wish to install an additional component.

You are not authorized to duplicate license keys without TVH Consulting’s express written permission.

6 – Conditions for additional licenses or user rights:

- **User licenses.** Besides the server software license, you must acquire user licenses for the total number of users who directly or indirectly access the system database. User licenses are specific to one system database and cannot be used with other system databases or shared between more than one system database. You must acquire a Simultaneous users license, Designated users license or External connector users license depending on the type of access to the system database your users need. For users who are either your employees or employed by your affiliates, subcontractors or agents, you must acquire a Simultaneous users and Designated users license. For any other type of access to the system database, you must acquire an External connector users license. Simultaneous users licenses allow more than one user to access the system database. The number of users holding a Simultaneous users license equates to the maximum number of persons permitted to access the system database at the same time.

Designated users licenses are specific to individual users and cannot be shared between a number of users. External connector licenses allow any user or device to access the system database.

- **Multiplexing.** Hardware or software that you use to combine connections, redirect data traffic, reduce the number of devices or users directly accessing or using the server software, or reduce the number of devices or users directly managed by the software (sometimes known as multiplexing or concentration hardware or software) does not reduce the number of licenses you need.
 - **External connector licenses.** You must allocate each External connector license acquired to a system database. Each External connector license allocated to a system database permits any number of external connector users to access said database. These users do not need Simultaneous users or Designated users licenses. You are not permitted to use External connector licenses for purposes other than the internal requirements of your business.
 - **Hosting by third parties.** You can authorize a third party to host the software on your behalf, provided that you and your affiliates alone have access to it. Your third-party hosting provider must not allow unaffiliated parties to access the software, unless provided otherwise by an External connector license. Your third-party hosting provider must agree to be bound by the present licensing agreement.
 - **License for templates.** You are permitted to copy and use the templates included within the software intended for such use, within the documents and projects you create. You are permitted to distribute such documents and projects for non-commercial purposes.
 - **Restrictions on the use of Crystal Reports.** If Crystal Reports Runtime Server is supplied with the software, you are not permitted to distribute the software's Crystal Reports Runtime Server component (the "Runtime Component") with any general-purpose report writing or submission or data analysis product, or any other product executing functionalities identical or similar to those of the Runtime Component. You are not permitted to use the Runtime Component to create and distribute a product that competes, in general terms, with the Business Objects product range. You are not permitted to use the Runtime Component to create and distribute a product able to convert the report file format .RPT into another report file format used by any other general-purpose report writing or submission or data analysis product that is not the property of Business Objects.
 - **Modifications.** You are permitted to modify the software solely within the limits of the changes strictly necessary for the internal purposes of your business if you have received the source code version, or if you have received tools granted under a license from TVH Consulting that allows you to alter the object code version. You acknowledge that TVH Consulting cannot be held responsible for any problem that might result from modifications made by you or a third party, or one caused by third-party software or hardware.
 - **Additional functionalities.** TVH Consulting is able to provide additional functionalities for the software. Other licensing terms may then apply.
- 7 – **Online services** : TVH Consulting provides online services with the software. Such services can be altered or interrupted at any time.
- **Consent for online services.** Certain of the software's functional features may connect to IT systems run by TVH Consulting or service providers over the internet. You will not necessarily be notified that you are connecting in this way. You can disable these features or not use them. For more information about them, please refer to the software documentation. By using these features, you are deemed to consent to the transfer of such data. TVH Consulting does not use these data to identify or contact you.
 - **Data held about the computer.** This functionality uses internet protocols that transmit data to the relevant systems, such as the IP address, operating system type, browser used, the name and version of the software being used, and the language code of the device on which you have installed the software. TVH Consulting uses this data for the sole purpose of providing online services.
 - **Web content functionalities.** Software functionalities may extract TVH Consulting associated content and send it to you. To provide this content, these functionalities communicate to TVH Consulting the operating system type, the name and version of the software being used, the browser type and the language code of the device on which you have installed the software.

Such functionalities include Clipart images, templates, online training, online help and Appshelp. You can decide not to use these Web content functionalities.

- **Improper use of online services.** You are not permitted to use said services in any way that might harm or disrupt service use by other users. You must not use these services to attempt to gain unauthorized access to any service, data, account or network by any means whatsoever.

8 – **Evaluation tests:** You must obtain written agreement in advance from TVH Consulting before disclosing any software evaluation test results to third parties.

9 – **License scope:** The software is not sold to you. You are granted a license to use it. This agreement grants you certain rights to use the software. TVH Consulting reserves all other rights. Unless applicable regulations or a separate written agreement between you and TVH Consulting confer other rights upon you, the present limitation notwithstanding, you are permitted to use the software solely in accordance with the terms hereof. To this end, you must comply with the technical restrictions contained in the software that enable you to use it in a certain way. You are permitted to use the software only for your internal business purposes. You must not:

- By-pass the technical restrictions contained within the software;
- Reverse engineer the logic of the software, decompile or disassemble it, except to the extent that such operations are expressly permitted by applicable law, the present limitation notwithstanding.
- Make more copies of the software than the number permitted by the present licensing agreement or applicable regulations, the present limitation notwithstanding;
- Publish the software so that other parties can reproduce it;
- Lease or lend the software;
- Use the software in conjunction with commercial hosting services. You are however permitted to use the software to provide professional services to unaffiliated third parties provided that such parties do not access the software or the system database.

Your rights to use the software are granted in perpetuity, but can be revoked if you or your affiliates breach the provisions of the present licensing agreement. Access rights to the server software do not permit you to exploit patents belonging to TVH Consulting or any other TVH Consulting intellectual property rights over the software or any devices accessing the server.

10 – **Backup copies:** You are permitted to make more than one copy of the software for backup, development and testing purposes, insofar as such copies are not used in live environments and that any development is restricted solely to the internal requirements of your business. Your backup copies may be held by a third party on your behalf.

11 – **Failover rights:** You are permitted to run a passive failover instance of your system database for the purposes of a temporary backup service.

12 – **License concession:** You are not authorized to transfer the software to a third party without TVH Consulting's prior written permission. If the law so allows, additional charges may be billed for transferring the software to a third party.

13 – **Documentation:** All users with authorized access to your computer or internal network are permitted to copy and use the documentation as a reference for internal use only.

14 – **Educational versions of the software (Academic Edition or AE):** You must be a recognized Qualified Educational User to use software labeled as an Academic Edition or AE.

15 – **Previous versions:** You are allowed to install and use a previous version of the software. The present agreement applies to use made of a previous version. If the previous version includes different components, all terms relating to those components in the agreement accompanying the previous version apply to their use. TVH Consulting is not obliged to provide previous versions. You can replace a previous version with the current version of the software at any time.

16 – **Export restrictions:** The software is subject to American regulations as regards exports. You must comply with all domestic and international regulations as regards exports involving the software. These regulations include restrictions on destination countries, end users and end uses.

17 – **Technical support services:** TVH Consulting provides technical support services for the software as described on the www.tvhconsulting.com website.

18 – **Entire agreement clause:** The present agreement (including the warranty below) and the provisions concerning additions, upgrades, online services and technical support you use constitute the entire agreement covering the software and technical support services.

19 – **Applicable law:** This agreement is governed by the law of France, and no other law is applicable. If the present agreement is made available in other languages, only the French version has legal force and effect.

20 – **Defense against proceedings for intellectual property infringement or breach of commercial confidentiality:** TVH Consulting undertakes to hold you harmless against proceedings instituted by an unaffiliated third party on the grounds that the software infringes its patent, trademark, or copyright or breaches commercial confidentiality, and will settle any compensation awarded under a final ruling against it (or any out-of-court settlement to which TVH Consulting agrees).

You must inform TVH Consulting in writing of any claim or legal proceedings as soon as possible, and grant it exclusive control over the legal defense or any out-of-court settlement). You agree to provide us with reasonable assistance in respect of the defense of any such legal proceedings or claim, and TVH Consulting undertakes to reimburse you any reasonable costs you incur in respect of providing such assistance.

TVH Consulting's obligations will not apply if the legal proceedings, claim or final legal ruling against it are on the grounds of (i) your continued use of the software after TVH Consulting warned you to stop using it following said claim or proceedings; (ii) combining the software with a product, data or business process not supplied by TVH Consulting including third-party add-ons or programs; (iii) losses calculated on the basis of the value of using a product, data or business process not supplied by TVH Consulting; (iv) modifications made to the software, including any made by third parties; (v) distribution of the software to third parties or use of the software for third parties' benefit; (vi) your use of one or more TVH Consulting trademarks without express written permission; or (vii) if the proceedings relate to commercial confidentiality, on the grounds of the acquisition of commercially confidential information (a) illegitimately, (b) in circumstances giving rise to a non-disclosure obligation or restrictions on disclosing the confidential information, or (c) from a person (other than TVH Consulting or its affiliates) that owed a duty of non-disclosure or restricted use of confidential information to the party instituting the claim or legal proceedings. You are obliged to reimburse us for any costs or damages incurred as a result of such claims or proceedings.

If TVH Consulting receives information regarding proceedings for intellectual property infringement or breach of commercial confidentiality against the software, it may, at its own expense and without incurring any obligation, either (i) secure the right for you to continue to run the software, or (ii) modify the software or replace it with software of equivalent functionality such that it no longer constitutes an infringement, in which case you must immediately cease to run the original software. If, following proceedings for intellectual property infringement or breach of commercial confidentiality, a competent court rules that you are prohibited from using the software, TVH Consulting may, at its discretion, secure the right for you to continue to use it, replace it with a product of equivalent functionality, modify it such that it no longer constitutes an infringement, or refund you the sum paid and terminate the present license.

You must inform TVH Consulting in writing without delay of any claim or legal proceedings instituted against you by a third party in relation to TVH Consulting's intellectual property rights. TVH Consulting may, at its discretion, decide to deem such claims or legal proceedings as covered by the terms of the present clause. This clause 20 stipulates the only recourse available to you in the event of claims or legal proceedings instituted by third parties for intellectual property infringement or breach of commercial confidentiality.

21 – **Compensation liability limitations and exclusions:** You can obtain compensation from TVH Consulting and its suppliers in the event of direct loss or harm only up to the amount you paid for the software, with the exception of the claims covered by clause 20. You are not entitled to compensation for any other loss or harm, including special, indirect, incidental or consequential damages and lost profits.

This limitation applies to any case related to the software, services or content (including the code) shown on third party websites or in third party programs; and claims for breach of contract or warranty breaches, claims for no-fault liability, negligence or any other offence within the limits permitted by current law. It also applies even if the repair, replacement or reimbursement of the software does not fully compensate for the loss or harm sustained, or when TVH Consulting was or ought to have been aware of the possibility of such loss or harm.

22 – **Limited warranty:**

- **Limited warranty.** If you follow the instructions, the software will essentially function as described in the TVH Consulting documentation received with or in the software.
- **Term of the warranty; Warranty beneficiary; Implied warranty term.** The limited warranty covers the software for a period of one (1) year from the day you acquire it. If you receive any additions, upgrades or replacement software over the course of that year, they will be covered by the warranty either for the warranty period that is still left to run or for 30 days, whichever is the longer. To the fullest extent permitted by applicable regulations, any warranty, implied warranty or condition will be applicable solely for the period of the limited warranty.
- **Warranty exclusions.** This warranty does not cover problems caused by your own action or inaction, actions by others or any other event outside of TVH Consulting's reasonable control.
Recourse in the event of breach of warranty. TVH Consulting undertakes to repair or replace the software free of charge. If TVH Consulting is unable to repair or replace the software, it will reimburse the amount you paid for the software as shown on the receipt. TVH Consulting also undertakes to repair or replace any additions, upgrades or replacement software free of charge. If TVH Consulting is unable to repair or replace them, it will reimburse the amount you paid for them as shown on the receipt. To obtain a reimbursement, you must uninstall the software and return any associated storage media and related documents to TVH Consulting. The above represent the only recourses available to you in the event of breach of the limited warranty.

23 – **Conditional license:** Licenses are fully granted only after payment of the entire price.

III – Terms and conditions common to I and II

1– **Entire agreement clause:** The terms and conditions are independent of any other contract or agreement concluded by the parties and can only be changed by means of a written amendment signed by both of them. It represents the entire undertakings made by the parties in respect of the purchase order.

2 – **Invalid provisions**: If one or more provisions hereof are held to be invalid or declared such following a final ruling by a competent court, the other provisions will continue in full force and effect.

3 – **Applicable law**: This agreement is governed by the law of France, and no other law is applicable. If the present agreement is made available in other languages, only the French version has legal force and effect.

4 – **Election of jurisdiction**: The Paris commercial court is expressly stated to have jurisdiction over any dispute, notwithstanding multiple respondents or third party proceedings, including for emergency or interim protective measures, interlocutory injunctions or summary proceedings.

5 – **Address for service**: The address for service for each of the parties is that shown on the purchase order.

TVH Consulting