

SEE FREEDOM FLEXIBLE SERVICE CONTRACT IGE+XAO GROUP

GENERAL CONDITIONS

Between IGE S.A.,
Public Limited Company capitalized at 4 619 327 €
RC 399 737 006 Toulouse
Immeuble Pythagore
25 boulevard V. Hugo
31 770 Colomiers
Représenté by Charles BAUDRON
Hereinafter referred to as the Service Provider, for the
first part,

and

the Customer whose references are entered in the
special conditions attached, hereinafter referred to as
the Customer, for the other part,

The Service Provider and the Customer hereinafter
referred to as the Parties,

Introduction

The purpose of the present contract is for the Service
Provider to make a full service known as the SEE
Freedom Flexible Service available to the Customer,
including:

- access to the software,
- Web Support,
- one or some Software update(s)

As defined below.

I. DEFINITIONS

Contract: means the present Contract jointly entered
into by the Parties and made up of the General
Conditions, the special conditions and, where
appropriate, the appendices.

Program: commercial software designed by an editor
in the form of a complete product.

Service Provider: means the legal entity authorised to
provide services to the Customer by virtue of the
present Contract.

Customer: means the legal entity or individual who
benefits from the services by virtue of the present
Contract, within the limits of the provisions of the
present Contract.

Licensee: means the individual or legal entity who by
virtue of the present Contract has a right to install and
use a Program or Software Package on its computer
hardware within the limit of the provisions specified
by contract.

License: authorization to have the right to install and
use the Software Packages granted by the holder of
the rights to a licensee.

Intellectual Property Rights: means all the
intellectual property rights held by the Publisher,
attached to the Software Packages and which are
provided by the French Intellectual Property Code.
The only one of these rights granted to the Customer
is the right of use.

User assistance: support from the Service Provider at
the request of the Customer, in the course of which
the Service Provider answers questions concerning
the working of the Software.

Update (or minor version): partial or complete
version of the Software Packages including either
Error corrections or functionality improvements
(speed or user-friendliness).

New Version (or major version): a complete version
of the Software Packages including new
functionalities. Each version is identified by a
specific number.

2. PROVISION OF SERVICES AND LIMITATIONS

The present Service Contract includes three types of
service provisions, to the exclusion of any other:

- access to a user right,
- access to the web support,
- access to software updates (major and minor
software updates as versions of this software are
released).

3. CONFIGURATION OF SERVICES

The configuration of services depends on the
Software Package associated with the Contract. It is
specified in the special conditions, which are attached
to the present general conditions.

4. OBLIGATIONS OF THE PARTIES

The Service Provider's obligations

The Service Provider is to undertake to put
everything in place to ensure the success of the SEE
Freedom Flexible Service.

Access to the software

The Service Provider is to undertake to give the
Customer the right to use the Program. The right is
realized by the sending of a code enabling the

Customer to have access to the Software Package for a period of time corresponding to the commitments made by the Customer. Under no circumstances, does the Service Provider guarantee that the Software Package is error free.

The Service Provider is to undertake to put reasonable measures in place to correct reproducible errors, which have been formalized and reported. All means will be employed to distribute these patches.

In addition, according to technological developments and changes in Customer Requirements, the Service Provider will be able to distribute new versions of the Software Package incorporating new functions. These versions will be distributed by means of updates and by all means.

Access to the SEE Freedom telephone assistance

In respect of the present Contract, the Customer will have access to the Service Provider's assistance sending an email at supportna@ige-xao.com

The Service Provider will try to answer the Customer to the best of its ability and as quickly as possible.

Outcomes relating to use of SEE Freedom Flexible

Under no circumstances can the Service Provider be held responsible for the use or outcome of use of the SEE Freedom Flexible Service.

Customer's obligations

The Customer must not undertake any operation that, directly or indirectly, would freeze or slow down the SEE Freedom Flexible service without giving the Service Provider advance warning.

Term of the Contract

The Customer is to sign this contract irrevocably for a term of 6 consecutive months.

5. FINANCIAL CONDITIONS

Billing and price

The prices are specified in the special conditions. They are made up of the following elements:

- putting into service fees: there are payable with the first instalment,
- monthly amount of the service provision: this amount is specified in the special conditions.

The services are to be invoiced and paid in advance as follows:

Les prestations sont facturables et payables d'avance de la façon suivante :

- payment of the 6 first instalments in advance by or bank check or standing order on the day of the signature of the contract ;

paiement des 6 premières mensualités par avance par prélèvement ou chèque bancaire le jour de la signature du contrat ;

- payment of the following quarter on the 20th of the month preceding the month of renewal of use of SEE Freedom Flexible by Direct Debit.

paiement de la trimestrialité suivante le 20 du mois précédent le mois de renouvellement de l'utilisation du Service See Freedom Flexible par prélèvement automatique.

Training

Any training is invoiced according to the current prices on the basis of the number of days and trainees. Training courses are organized on a business-to-business basis on the Service Provider's premises.

Price revision

The price of the SEE Freedom Flexible service is firm for a period of 12 months. After this, the amount excluding tax specified in this document will be revised annually on the basis of the annual changes in the **SYNTEC** index. If the index no longer exists and if the parties have not come to an agreement, the Chief Judge of the competent court shall substitute this index with the index he deems most appropriate.

6. RESPONSIBILITIES

The Service Provider shall undertake to carry out his contractual obligations with as much care as possible in the profession and shall adhere to current best practices for providing the services that have been agreed upon.

The Customer shall not be able to use the professional capacity of the Service Provider as a reason for evading its own responsibilities resulting from the obligations for which it is given responsibility by the present Contract.

7. COLLABORATION OF THE PARTIES

The Customer is informed that the provider of the SEE Freedom Flexible Services requires that the Parties actively work together.

8. ACT OF GOD

The Service Provider cannot be held liable for a breach of one of its contractual obligations due to the occurrence of an Act of God. The following are expressly considered Acts of God, in addition to those normally considered by the French Courts and Tribunals, namely full or partial strikes that are inside

or outside of the company, bad weather, earthquakes or other natural disasters, epidemics, transportation or supply blockages, and any other event beyond the parties' control that impedes the proper execution of the Service Contract.

9. TERM-TERMINATION-RETURNS

Term of the Contract

The Parties are to enter into the Contract for a firm term of 6 months.

Continuing the Contract

Beyond the firm term of 6 months stated in the point above, the present Contract shall be continued every three months by tacit renewal, which is acquired by the payment of the required quarterly instalments.

After 36 months of uninterrupted contract, the customer get an unlimited licence right of his current version. In this case in order to continue to take advantage of the hot-line and the update he must signed a maintenance contract, and the present contract stopped

Au terme de 36 mois consécutifs de prestation de services ininterrompus sur une même licence, le Client acquiert un droit d'utilisation illimité de la dite licence dans sa version courante. Dans ce cas, pour continuer à avoir accès au droit d'utilisation, à l'assistance téléphonique, aux mises à jour et aux nouvelles versions du logiciel, le Client devra signer auprès du Prestataire un contrat de maintenance sur la base des tarifs en vigueur au jour de la signature du dit contrat.

Personal Basis

The present Contract is entered into on a personal basis. It is not transferable or assignable. In addition, all the items made available by the present contract cannot be installed and / or used anywhere other than on the Customer's premises and the Customer will neither sell them nor copy them.

Termination clause

The contract may be ended in the event of a serious breach of their obligations by one of the parties. Any delay in payment of the quarterly instalments is deemed termination without notice, or notice to pay.

Effects of the termination of the Contract

Once the Contract has come to an end, the Service Provider is no longer required to provide any Maintenance Service to the Customer.

If the initial Contract is not continued or is subsequently terminated, the Customer will return any documentation, software program and other tool

relating to the present Contract within eight days at its expense.

10. APPLICABLE LAW

The present Contract is subject to French law.

11. COMPETENT COURTS

In the event of any dispute resulting from the interpretation or execution of the present Contract, the parties shall undertake to find an amicable solution. If no such solution can be reached, the dispute shall come under the jurisdiction of the Toulouse courts, regardless of whether there are several defendants or one party's belief that another party should be substituted for it.

12. ENTIRETY AND PRIMACY

The Customer acknowledges having read the general conditions and the special conditions of the present Contract, its appendices and all written or printed provisions and declares that it accepts the terms and conditions. In addition it acknowledges that these documents constitute the entirety of the agreement between the Parties, replacing and cancelling all written and verbal offers and undertakings preceding them and any other communications between the Parties relating to the contents of the present Contract.

IMPORTANT

PREPARED IN DUPLICATE

(Please return a signed copy to IGE S.A..)

In Colomiers, on

For the Service Provider IGE S.A.



Jean-Paul Baptista
French Sales Manager

In _____, on _____
For the Customer.

Signature of the authorized person preceded by the
handwritten note « bon pour accord » (agreed) and
the company stamp.