

**GENERAL TERMS AND CONDITIONS OF SALES
OF EQUIPMENTS, DELIVERABLES AND DEPLOYMENT SERVICES
Ed. 03.2016 DIR JUR SC/GTC English**

1. Definitions

1.1. Definitions

« **Client** »: means the company which issues the Order(s) for the Deliverable(s) and Service(s) to be performed by SPIE (or by SPIE's subcontractors).

« **Deliverable(s)** »: means the Equipment(s), the Documentation, Special Development(s) supplied by SPIE.

« **Documentation** » is user manuals, training materials, Product descriptions and specifications, technical manuals, license agreements, supporting materials and other printed information relating to Deliverables and/or Services offered by SPIE and/or Manufacturer, whether distributed in print, electronic, CD-ROM or video format.

« **Equipment(s)** » means any Hardware and/or Software that may or may not be provided by the Service Provider to the Customer and described in detail in the Offer, for which SPIE provides the Services.

« **Environment conditions** » means the conditions under which the Equipment(s) shall be used, as recommended by the Manufacturer particularly in his related Documentation or by SPIE.

« **Hardware** » means all assemblies and subassemblies composed of physical components (PBX or PABX, servers, passive and active elements of Data Networks, digital telephone terminals, computer terminals, peripherals).

« **Manufacturer(s)** » means the manufacturer(s) of the Hardware and/or the publisher(s) of the Software.

« **Offer** »: the technical and commercial response of SPIE issued after the analysis of the needs of the Client, which shall give all informations and pre-requisites of its needs, organization, etc.

« **Order** »: the document issued by the Client to purchase the Deliverables and Services and accepted by SPIE.

« **Ordering party** »: designates either the Client and/or an affiliate of the Client, which issue the Order.

« **Party(ies)** » means SPIE and/or the Client.

« **Service(s)** » means the Deployment service(s) subscribed to by the Client from SPIE and specified in the Offer. In case of regular support, those are made under the General Conditions of Services of SPIE (e.g. Maintenance, etc.)

« **Software** »: means all computer programs, processes, language rules and any documentation in the form of object code, related to operation of a data processing system for a machine, and supplied on any existing or future storage medium. When the above-mentioned assembly is accompanied by a hardware and/or software protection key provided exclusively by SPIE and indicated in the SPIE's portfolio, this new assembly forms a Software Module.

« **SPIE ICS** »: a simplified joint stock company, with a capital of 16 240 000 Euros, whose registered office is located at 53 Boulevard de Stalingrad, 92247 Malakoff, France registered in the Nanterre Trade and Companies Register under number 319 060 075 "SPIE" hereafter referred as "SPIE".

2. Purpose & finalization of the Contract

2.1. Purpose: The purpose of those General Conditions is to define the terms and conditions governing pre-contractual and contractual commercial relations between SPIE and the Client dealing with the supply of the Equipment, Deliverables and Deployment services by SPIE.

Only those general terms & conditions shall have the force of law, to the exclusion of all other conditions, correspondence or other documents as defined under the French Commercial Code (article L. 441-6, I).

2.2. Contract & Duration of the Contract: The agreement shall be finalized when SPIE, following receipt of an Order by its Client, has sent to the Client a written confirmation, where appropriate within the deadline set by the Client.

The Contract is composed of the following in decreasing order of priority:

- General Conditions,
- the Order(s),
- the Offer(s).

The higher rank document will prevail if there is any contradiction between these documents.

The Contract forms the complete set of contractual documents that are binding between the Parties. The Contract cancels and replaces all written requirements appearing in any other document, previous agreement, Client general conditions, applicable to the same purpose.

SPIE reserves the right to modify the content of those General Conditions at any time. When such modifications are made, a new version will be printed that will be applicable (i) to subsequent Contracts (ii) and relations between SPIE and the Client if the Contract is tacitly renewed starting from the date of the renewal.

The Contract shall be effective at the date of the acceptance of the Offer by the Ordering Party and shall remain in force until the effective completion of the last Service to be performed or until the last delivery of the Deliverables when the Services are not subscribed by the Client.

In the event of a failure to fulfill any one of its essential obligations arising from the Contract, the Party that is not at fault shall send the defaulting Party a Notification of default informing it of the nature of its failure in respect of the Contract. If the defaulting Party fails to remedy its failure within thirty (30) days following the sending of the Notification of default referred to above, the Party not at fault may then, by sending the defaulting Party a Notification of termination, pronounce the termination of the failed Service unilaterally, automatically. This termination will thus be immediate and shall take effect on the day the Notification of termination is sent.

SPIE shall invoice the Client for all costs that it may be invoiced by its suppliers, partners, Manufacturers or sub-contractors due to the cancellation, modification or deferment of any Order by the Client.

2.3. Duration, validity of the Offer

If SPIE has included a period of validity in its offer, the contract shall be valid if the order is placed within this period and on condition that this order contains no new elements. If SPIE has not included a period of validity in its offer, then such period shall be thirty days from the issuance of its order.

3. Conditions of Services

Unless stipulated otherwise in the Offer, the company's prices assume that the following working conditions will be satisfied:

- a) the Services is not to be carried out in dangerous or insalubrious locations. This means, among other things, that the working areas and/or premises contain no asbestos.
- b) the Services shall be undertaken during business working hours and on business working days (Monday to Friday, 8 a.m. to 5 p.m.).

The Client agrees to use the Equipment in accordance with the specifications for installation and use and Environmental Conditions of the Equipment.

Should these conditions not be satisfied or observed, SPIE reserves the right to adjust its Prices.

4. Cost, Prices, Revision

4.1. Setting

The date of the settlement of the Prices is defined within SPIE's Offer or if not defined within such Offer, the date of the issuance of the Offer or if not specified within it, the date of the first execution of the Order.

All prices are defined Ex-Works and exclusive of VAT and based on the current economic conditions at the time of issuance of the Offer. In case of some deliveries shall have to be done in a territory outside France, the prices are defined with the Ex-Works Incoterms 2010 of the International Chamber of Commerce.

4.2. Revision

Prices shall be revised on the basis of the revision formula stated in the Offer.

4.3. Change on Euros/Dollars

For the Prices established on the basis of an "Euros/Dollars" ratio, the applicable ratio shall be the one effective on the date of the Offer's issuance. In case of an increase of the dollar of 2% comparing to the initial ratio, a price's updating shall occur and shall be applied by SPIE, calculated at the variation's rate of the Euros/Dollars ratio of the effective date of the Contract.

5. Invoicing and Payment

5.1. The invoicing terms

Except otherwise defined in writing by the Parties, SPIE will issue its invoices under the following schedule

- 30% of the amount of the Order at the date of the issuance of such Order as a down payment
- the amount of the Deliverables & Services at the date of the delivery or at the end of each month if the deliveries are to be done month by month
- the remainder, based on the monthly reports depending on the Services completed at the end of each month.

5.2. Payments

Payment shall occur:

- I. at the date of the issuance of the Order for the down payment,
- II. within thirty days from the date of the invoices
- III. or, under the conditions indicated in the Offer as defined jointly by the Parties.

5.3. Default - payment delay

In the event of late payment by the Client of any sums due and payable under an Order SPIE is entitled to charge interests at the rate of ten percent per annum above the base rate of the Central Bank of European Union applicable from the due date plus an amount of forty Euros per invoice as defined within the article L441-6 of the French Commercial Code.

SPIE has the right to suspend its obligations until such time as the outstanding invoices have been paid.

6. Time for completion

6.1. Only the implementing deadlines given in the Offer shall be valid.

6.2. Delay in implementation: If the contractual deadline for completion is disturbed or interrupted beyond SPIE's control or due to the Client and/or a third party, said deadline shall automatically be extended by the duration of the interruption or suspension and SPIE shall have the right, should it so wish, to claim for compensation.

6.3. Fines and penalties: Should fines and/or penalties be provided, the cumulative total of these shall, under no circumstances, exceed 5 % of the initial value of the late Deliverables. The possible application of fines and/or penalties shall, moreover, constitute the single and only form of compensation for the beneficiary in relation to the events that gave rise to the application of said fine or penalty.

7. Delivery and Acceptance

7.1. Delivery & Acceptance

7.1.1. Unless otherwise agreed in writing by the Parties, delivery of the Deliverables shall take place at the address specified by the Client on, or as close as possible to the date jointly defined between the Parties and confirmed by the Deliverables' Manufacturer.

The Client shall make all arrangements necessary to take delivery of the Deliverables.

7.1.2. The Client shall check the states of the parcels, the quantity and the content of the parcels with the shipment sheet. Any damages, shortages, over deliveries and duplicated orders should be reported to SPIE within 3 days after having signed bill of receipt to enable replacement or refund by means of a registered mail with an acknowledgment of receipt.

7.1.3. When such delivery of Deliverables is associated with deployment services by SPIE, the Client shall express its reservations on the provisional acceptance certificate.

7.1.4. If SPIE is unable to deliver the Deliverables because of actions or circumstances under the control of the Client, then SPIE shall be entitled to place the Deliverables in storage until such times as delivery may be effected and the Client shall be liable for any expense associated with such storage.

7.2. Provisional acceptance

7.2.1. Provisional acceptance of all of the Deliverables & Services (applying Site by Site), or part thereof when this has been agreed, shall be when these are fully completed regardless of possible minor reservations. SPIE will ask the Ordering party for Provisional acceptance in writing.

This latter shall respond within 2 business days. Failing a response within this time, Provisional acceptance shall be tacitly given.

7.2.2 Consequences of Provisional acceptance:

- Approval of the Deliverables & Services and the exclusion of any recourse for defects.
- Release of half of the bank guarantee, if any.

7.2.3. Refusal by the Ordering party: A possible refusal to accept the Deliverables & Services on the part of the Ordering party must be communicated in writing, with reasons, to SPIE within 5 days of the request for acceptance.

7.2.4. Taking possession of the Deliverables & Services prior to acceptance: When the Ordering party takes possession or occupies, in whole or in part, the Deliverables & Services prior to Provisional acceptance, he will be assumed to have accepted Deliverables & the Services.

7.3. Final acceptance

7.3.1 Unless stipulated otherwise in the specific conditions by the Parties, final acceptance shall take place 3 months after provisional acceptance. SPIE will request final acceptance in writing from the Ordering party and will ask him to respond to this request within 5 days of receipt of same.

Acceptance shall release the balance of the bank guarantee (if any) or balance of the amounts retained by the Ordering party by way of security or guarantee.

If the Ordering party does not respond within the deadline, final approval shall be tacitly given.

7.3.2. Client refusal

a. A possible refusal by the Ordering party to agree to accept the Deliverables & Services must be communicated to SPIE, with reasons, within 5 days.

b. Should the Ordering party refuse the Deliverables & Services, this latter may under no circumstances complete the Services, nor have the Services completed or repaired, without notifying SPIE by registered post (with a response deadline of at least one month). Failing this formality, SPIE shall have the right to decline all liability for possible damaging consequences.

7.4. Interruption & Modification of Deliverable & Services

SPIE reserves the right to delete one or more of the Deliverables & Services from his catalogue at any time.

SPIE may make any modification to one of the Deliverables & Services at any time, if it is related to technological progress provided that it does not affect the quality of this Deliverables & Service or if the Manufacturer has stopped to sell, or produce or support such Deliverables.

Guarantee

8.1. Principle: SPIE undertakes to repair defects that may result from its Deliverables, under the following conditions.

8.2. Duration of the Guarantee:

This undertaking relates only to defects that may appear during the guarantee period:

For the Hardware: this is a one-year period as from the date of the shipment (*or as from the provisional acceptance if jointly and priorly defined in writing by the both Parties and if the Manufacturers so agree*) or delivery or taking of possession.

For the Software: this is a three months' period as from the date of its installation within the Equipment.

8.3. Extent of the guarantee for Equipment

The guarantee shall be limited to replacing or repairing the defective part.

8.4. Client obligations: In order to benefit from the guarantee, the Ordering party must inform SPIE of the defect in writing, within 5 days of noting it, or forfeit this right. He will also authorize SPIE to intervene to assess and repair the defects.

8.5. SPIE's guarantee obligations shall not be applicable when the defect is the result of the Ordering party's materials or a design error on the part of the Ordering party.

SPIE's guarantee obligations shall relate only to defects that may arise in the context of normal operating conditions and in the normal use of the product. It shall not apply to defects caused by bad maintenance or use on the part of the Ordering party, repairs or interventions made without the explicit written agreement of SPIE or normal wear and tear.

The warranties and conditions set out herein are in lieu of all other warranties, conditions and other terms, express or implied, all of which are excluded, including, without limitation, those of satisfactory quality, fitness for a particular purpose or reasonable care and skill.

8.6. SPIE cannot under any circumstances be held responsible for any damage not caused by SPIE, SPIE's agents & subcontractors originating from water damage, overvoltage or suspension-interruption of the network of a wire, cable or radio telephone provider, particularly preventing remote services, or an electric network, degradation of Environment Conditions, a shock or intentionally or accidentally dropped Equipment, and in general any degradation, acts of vandalism and taking control by a third party not authorized by the Client and not caused by normal use of the Deliverable(s) or any other case external to the Services done by SPIE.

8.7. SPIE cannot under any circumstances be held responsible for data contained within the Equipments, nor for non-conforming use of the equipment, including the use of any function related to it, by the Client, his employees, his agents or any third party. In particular, SPIE cannot under any circumstances be held responsible for damage resulting from infractions to clauses in the criminal code, pirating and/or taking control of Equipment, particularly pirating of any function related to remote access of the Equipment by a third party not authorized by the Client.

9. Liability - ownership and risks

9.1. Ownership rights: Unless otherwise agreed, the Ordering party shall take ownership of the Deliverables and/or Services successively at the date of the effectiveness of the payment.

9.2. Risks: In case of damage arising either before occupation or taking possession of a part or all of the Services or prior to provisional acceptance of the Deliverables, liability shall be divided as follows:

a) SPIE shall assume all loss or damage to the Deliverables or materials delivered prior to transfer of ownership unless the loss or damage is caused by fault of the Ordering party or by an external cause.

b) SPIE shall assume no liability for loss or damage to the product or the Deliverable(s) delivered arising after the transfer of ownership, except when this loss or damage is due to SPIE's fault.

9.3. Hidden defects: The ordering party shall inform SPIE in writing of the existence of any hidden defect within 30 days of becoming aware of this hidden defect.

9.4. Third party damages: SPIE's liability for damage caused exclusively by SPIE to a third party shall be governed by the insurance coverage of SPIE.

9.5. Indirect damages: SPIE shall under no circumstances, whatever the cause, be liable for indirect or immaterial damages or losses (e.g. loss of production, loss of product, downtime costs, loss of profit, loss of income, loss of data etc.) that could result from its Deliverables & Services. The Ordering party shall hold harmless SPIE for this damage.

9.6. Liability & Direct damages

SPIE's liability for direct damages - under the whole Orders issued and being performed - is limited to the total amount of the said Orders, net of taxes, and with a maximum amount of 50 000 Euros.

Prices are determined in consideration of this clause. If SPIE is found to be responsible, the Client shall minimize the relevant costs, losses and damages.

10. Insurance

SPIE declares that he is duly insured for direct damage caused by his employees.

The Client shall be personally responsible for insurance of his premises, his personnel and his equipment(s).

The Ordering party shall abandon all recourse, in his name and that of his insurers and contractors, against the SPIE group and Affiliates, its representatives, employees and/or insurers.

SPIE reserves the right to pass on the cost of any additional insurance cover that the Ordering party may desire.

11. Force majeure

11.1. Definition: All external circumstances beyond the Parties' control and which prevent execution of the Contract are considered Force majeure. Examples of such events include water damage, lightning, dysfunction of the electrical or telecommunication network, demonstration or social upheaval, strike, fire, serious accident, mobilization, requisition, revolt, war, lockout and any situation preventing access to the premises, or causing any degradation, act of vandalism and control taken over by a third party not authorized by the Client.

Throughout the duration of an event of Force Majeure or following a delay caused by the Client or a third party for whom he is responsible, SPIE cannot under any circumstances be held responsible for any omission or delay in performance of his obligations resulting from such an event.

11.2. Proof: The Party wishing to invoke Force majeure shall immediately inform the other Party in writing and inform him of the start, probable duration and end of the situation of Force majeure. He will also provide a description of the Force majeure.

The Parties shall take all reasonable measures to limit the situation of Force majeure.

11.3. Consequences: Each case of Force majeure shall lead to the suspension of obligations of the Parties during said period without the Parties being able to claim compensation from each other.

If a situation of Force majeure should last more than 90 days and if the Parties, having together studied the situation, do not come to an agreement, either Party may terminate the uncompleted Deliverables & Services by means of written communication, without notice.

Should the contract be terminated, the Ordering party shall pay SPIE for Deliverables & Services already executed and Equipment(s) delivered as of the moment of termination.

12. Intellectual Property Rights

12.1. SPIE does not transfer any intellectual property rights to the Deliverables (supplied or covered by the Services. The Client agrees to respect intellectual property rights attached to the Deliverables assigned to him. For the equipment of the Client or supplied by a third Party to the Client, the Client shall obtain whatever authorizations may be necessary from the Manufacturer or such third party to allow SPIE to perform the Services in accordance with the Order(s).

12.2. If SPIE is required, within the Order, to supply Software, SPIE will allow the Client a personal non-exclusive right to use the Software, for internal use only, in mainland France in accordance with the licence of the Manufacturer or the SPIE's license of the said software for the duration that will be specified in it. This usage license will not allow the Client to:

- sublicense the Software;
- modify, and/or correct said Software either himself or by a third party;
- copy or reproduce the Software except for Software to restart operation, and a so-called "backup" copy. Any copy must be marked as being the intellectual property of the Software publisher(s);
- allow a third party to use, copy or reproduce the Software;
- decompile the Software;
- market the Software, either free of charge or in return for a fee.

12.3. The knowhow, developments and techniques used in the framework of the Services remain fully owned by SPIE in all cases.

12.4. If the Client learns of a dispute about intellectual property rights about the Deliverables and/or an element supplied by SPIE for the Contract and/or an element affecting performance of the Services, he agrees to inform SPIE about it in writing immediately.

If out-of-court proceedings or a case for infringement is instigated for one of the elements provided by SPIE for the purposes of the Contract, SPIE (or if he chooses the holder of the intellectual property rights for the disputed element) will be solely responsible for managing the defence action and all negotiations leading to a transaction, and the Client will provide all elements in his possession (copy of summons, etc.) allowing SPIE to organize his defense. The Client will be solely responsible for the consequences if this stipulation is not respected.

Without prejudice to stipulations in licenses applicable to the disputed element provided by SPIE, if a court makes a definitive judgement that the Deliverable infringes an intellectual property right belonging to a third party, SPIE can choose between one of the solutions consisting of (i) obtaining the right for the Client to continue using the Deliverable at his own expense (ii) substitute an equivalent Deliverable that is not infringing (iii) modify the incriminated Deliverable so that it is no longer infringing, or (iv) terminate the Contract and take back the Deliverable concerned from the Client, at a price equal to the price at which it was purchased.

13. Transfer, subcontracting

13.1. The Client undertakes to notify SPIE about any modification and/or event related to Client and/or his activity that could affect performance of the Contract, without delay and in any case not later than fifteen days after occurrence of the event, by registered letter with acknowledgement of reception, specifying the nature and incidence of this modification and/or event on performance of the Contract. If this modification and/or event involve the transfer of Equipment into other premises of Client in mainland France, the Parties will work together to write an addendum to the Contract between the Parties particularly defining the technical and financial conditions for such a transfer.

If this modification and/or event involve Client moving into other premises and keeping the Deliverables in the same premises, Client agrees to take responsibility for getting his successor in the premises to accept all commitments tied to this Contract. The Parties will work together to write an addendum to change the holder, provided that the new holder is solvent and takes over all terms of the Contract. If the Parties cannot reach an agreement modifying the Contract under the conditions mentioned above and if the Contract can no longer be performed under the same terms and conditions due to this modification and/or event mentioned above, it will be deemed that Client has terminated the Contract at no fault by SPIE, and Client will be required to pay termination compensation as defined in the « termination compensation » clause in this document.

13.2. SPIE reserves the right to transfer rights and obligations resulting from the Contract to any qualified third party. SPIE agrees to notify Client about such change in writing.

13.3. SPIE shall be entitled to subcontract some Services under the conditions specified in the regulations in force.

14. Miscellaneous

If one or more stipulations in the Contract are found to be null or non-valid and declared as such in application of a law or regulation, or following a definitive decision made by competent court, the other clauses will maintain their force and their scope. The Parties will negotiate in good faith and will do their best to replace this clause by another clause that will have effects similar to the initial intention of the Parties and the economic objective of the clause concerned.

The Contract can only be modified through a dated amendment signed by the Parties.

The Client expressly accepts that the informations collected and related to physical persons under this Agreement shall not be used nor communicated externally except for the need of the Contract's management or to satisfy the legal and regulatory obligations. They may give rise to the access and rectification rights as it is foreseen by the Law of Computer Files & Freedom dated as of January 6th, 1978 (as modified). The informations collected under this Agreement may be communicated to the companies of the SPIE's group, and/or a member of the Global Service space Alliance in case such member is entitled by the Client to provide Deliverables and/or Services, or in case of a transfer of the Contract to a third party.

Ethic

SPIE maintains high ethical requirements in the conduct of its business. SPIE adheres to the guiding principles of the OECD and since 2003 has been a member of the Global Compact, an organisation which, under the auspices of the United Nations, encourages companies to promote the protection of human rights, compliance with labour standards, the fight against corruption and recognition of environmental problems.

Environment, Security

SPIE makes its best efforts to implement all preventive measures (orientation and training; protective equipment; appropriate operating procedures, etc.) to prevent workplace accidents and occupational diseases.

In accordance with the European regulations related to the Waste, Electrical & Electronical Equipment, (directive 2002/96/EC) the Client did not subscribe services from SPIE to collect, manipulate, recover, make the transportation & storage, pick-up the WEE Equipment. The Client might subscribe to such services following a separate quotation issued by SPIE and/or the Manufacturer. The liability related to the WEE Equipment's collection & recovery, stays under the Client's responsibility

Confidentiality

Each Party agrees to keep the Contract strictly confidential, together with any Offer originating from SPIE and more generally any contractual information about which he became aware within the framework of executing the Services, throughout the duration of the Contract and for one year starting from the Contract expiration date.

The following are considered as being confidential:

- any information stated as being confidential by either of the Parties in writing,
- any information about products, services, organization or activities of the other Party or a third Party such as the Manufacturer and more generally any information of any financial, technical and commercial nature.

However, this article is not applicable to any Confidential Information that:

- (i) is in the public domain but not following violation of this clause,
- (ii) is released from the confidentiality obligation in writing,
- (iii) is received by a third party, legally, in good faith with no violation or confidentiality obligation,
- (iv) is developed independently of any information divulged within the framework of the Contract.

In waiver to the above, the Parties are authorized to divulge all Confidential Information to any legal or government authority legally authorized to demand such communication, provided, however, that the Party obliged to divulge the information has informed the other Party beforehand. However, each Party may inform his insurance broker, auditors, tax and social organizations in the case of an audit, and their corresponding parent companies about the Contract and documents related to it, in the greatest confidentiality.

15. Applicable law and competent courts

15.1. Applicable law: The Contract and each of its components is governed by French law.

15.2. Courts: The Parties will do their best to reach an out-of-Court agreement for any dispute about interpretation, performance, cancellation or termination of the Contract. If they cannot reach an out-of-Court agreement within thirty days starting from reception of the written notification of the difference, the dispute shall become the exclusive competence of the Paris Court of Commerce, even in the case of joint defendants, request for warranty of a third party or case heard in chambers.

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