MAINTENANCE AGREEMENT
General Conditions

GENERIX SA, a software publisher, markets a range of software for which it holds all rights and ensures corrective maintenance.

GENERIX granted the Client a User Licence for a Software such as defined in the Purchase Order. The Client wishes to benefit from corrective maintenance services under the terms set forth below.

The present Agreement comprises:

- these General Conditions;
- The Purchase Order signed by the Parties;
- « Operating Mode » Annex

THE PARTIES HERETO HAVE THEREFORE AGREED AS FOLLOWS:

ARTICLE 1 : DEFINITIONS

The Parties agree that the following terms shall be construed as follows:

- *« Software Package »:* a coherent, documented assembly of programs designed for distribution to several users and several companies for one same application or one same function, and for which a user has the choice of independent use. The Software Package is a standard, pre-existing product, marketed with its documentation for the purpose of meeting common, generic user needs.

- *« Specific Software »***:** set of supplementary operating functions for the Software Package, developed by GENERIX at the Client's request and designated in the Purchase Order. The « Software Package » and the « Specific Software » taken together as a whole are called the « Software » in the remainder of this document.

- *«Anomaly »:* any incoherency between the operating results of the Software and the reference documentation, which incoherency may be attributed either to the programs or to the documentation.

   « *inhibiting anomaly »:* anomaly making impossible the normal use of an essential function of the Software Package with no bypass solution being found. *(SYNTEC definition)*

   « major anomaly »: inhibiting anomaly for which a bypass solution has been found. *(SYNTEC definition)*

   « minor anomaly »: anomaly which is neither an inhibiting nor a major anomaly. *(SYNTEC definition).*

ARTICLE 2 : PURPOSE OF THE AGREEMENT

GENERIX provides a maintenance service in consideration of the fee paid by the Client as set out in the Purchase Order, for the Software and Specific Software respectively. (The Agreement providing for grant to the Client of user rights for the Software is referenced in the Purchase Order). The producing of the Specific Software, if applicable, has been the subject of agreement(s) referenced in the Purchase Order.

ARTICLE 3 : TERM

The Agreement shall come into effect on the date specified under the Purchase Order, or failing such specification, on its date of signature by the Parties for a period starting on the date of entry of force and ending on 31st December of the same year *(pro rata temporis of the current year).*

It may be renewed thereafter by tacit agreement per full period of one calendar year on January 1st, unless terminated by either of the parties by registered letter with acknowledgement of receipt no later than three (3) months before the due date of renewal (31st December).

ARTICLE 4 : SERVICES PROVIDED

GENERIX shall ensure the maintenance service for the Client remotely and at the times and on the days specified by GENERIX.

4.1 Corrective maintenance
GENERIX shall ensure the correction of operating anomalies found and reproduced by the Client, then transmitted to and reproduced by GENERIX in accordance with the procedure set out in the annex to the present Agreement titled « Operating Mode », together with the necessary information to enable locating and identification thereof.
The method of correction will be left to the discretion of GENERIX and may be in the form of a program correction, amendment to documentation or any other means allowing reproduction of the anomaly to be prevented.
If the Client's request is prompted by an incident non-attributable to the Software, GENERIX shall invoice processing of the incident on the basis of time spent as per its incident processing rates that are in force on the date of servicing.

4.2 Upgradeable maintenance
The Client may, at its own request, benefit from new releases of the Software.
These new releases shall, when applicable, comprise:

- Minor improvements to existing functions of the Software Package (ergonomics, management rules, optimized functioning) ;
- Adaptations to the Software Package made necessary through upgrading of the operating system of equipment or of the database system mentioned in the Purchase Order (« adaptive maintenance ») ;
- Changes to the Software Package made necessary by legal changes (regulatory maintenance).

The supply of these new releases does not include their installation which may be carried out by GENERIX at the Client's request as additional technical assistance services.

The following are excluded from the terms of « corrective » maintenance: the supply by GENERIX of new versions of the Software Package, the new operating functions included in a new module in the GENERIX catalogue.

ARTICLE 5 : LIABILITY

It is expressly agreed that GENERIX is subject to an obligation of keeping means sufficing for the performance of the services incumbent upon it under the present Agreement.

The Client waives any action for the liability of GENERIX in the event of damage to the database, computer memories or to any other document, equipment or program it may make available to GENERIX, either during work to be conducted by GENERIX or at the time of resuming operations after a GENERIX servicing operation.

To provide against these risks, the Client must make a copy of all documents, files and media, in particular before any GENERIX servicing operation and must provide for necessary procedures for the resuming of operations.

GENERIX cannot, under any circumstances, be held liable for any consequential damage such as defined by French case law and the French courts (the Parties are to refer to the provisions of articles 1150 and 1151 of the Civil Code) which may be caused to the end Client or to a third party subsequent to the installation, use of the Software or impossible use of the Software. The Parties agree that the following amount to consequential damage: loss of earnings, increase in overhead costs, loss of profits or clientele, damage to the Client data which may be directly caused by the software supplied by GENERIX.

Any proven liability of GENERIX for damage suffered, irrespective of the cause, whether contractual or criminal, cannot exceed one half of the annual maintenance fee, inclusive of all amounts, that is received for the contractual year under consideration, and is limited to Euro 50,000.

At no time can GENERIX stand guarantor for the reliability or functioning of the telecommunications means used.

ARTICLE 6 : EXCLUSIONS/SUSPENSION OF MAINTENANCE SERVICES

GENERIX shall be released from any liability in the event of failure by the Client to observe any of the clauses of this Agreement and in the cases given in the non-exhaustive list below:

The following cannot, under any circumstances, be considered as included in the present Agreement:
- the reconstruction of files in the event of accidental destruction ;
- the supply of any new operating function marketed in the form of a supplementary module ;
- the development of new programs ;
- the training of Client personnel using the system ;
- utilization operations, file back-up and operating data entry ;
- incidents subsequent to manipulation errors, evident negligence, wrong use and generally any non-conforming utilization ;
- software programs other than those specified in the Purchase Order which function as a sequence thereof,
- the specified Software which has been modified by persons other than the publisher, GENERIX or a supplier approved by the publisher or GENERIX ;
- the correction of anomalies subsequent to modification of base data without using the Software programs ;
- operations performed by the Client, by GENERIX or by third parties under assistance services peripheral to the Software, print-outs and displays which have been personalized, parameter setting or assistance given to the parametering, whether technical or functional, of messages, modules, user files and links with other Client own-applications, or of functional configuration, of displays and print-outs ;
- the correction of anomalies subsequent to failure by the Client to observe rules of use or guidelines given by equipment manufacturers, the publisher in respect of the Software and by the publisher of the database system,
- the correction of data anomalies subsequent to wrong changes to parameter settings ;
- equipment, accessories and supplies ;
- changes to be made to the Software for its use on other equipment or at a site other than those provided in the Purchase Order.

In general, as follow-up, GENERIX makes no undertaking to include on request any new operating functions, or to upgrade Software so that the Client is able to use the same on other equipment or on another configuration provided by the certification matrices.

The application of this corrective maintenance will be suspended if:

- Client itself makes changes, irrespective of kind, to the components of the Software : executable binary programs, procedures, standard displays and print-outs or generally on all other delivered components ;
- Client adjoins any software or Software that is not compatible with the Software or the database system ;
- Client does not apply update versions of the Software, of database management software, or of operating systems after expiry of the maintenance periods, as periodically notified by their respective publishers ;
- Client does not apply corrective measures or work procedures transmitted by GENERIX to prevent reproduction of the anomaly ;
- Client does not apply the recommendations issued by GENERIX pursuant to the Agreement ;
- Client fails to heed the characteristics indicated in the certification matrices of each version of the Software.

Special provisions for some Software
The following provisions apply to Software of the IBM WebSphere range:
IBM guarantees that any Software used in its specified operation environment will conform to its specifications. IBM does not guarantee non-interrupted, error-free functioning of the Software and does not undertake to correct all defects of the Software. IBM cannot be held liable for the results obtained through utilization of the Software.

ARTICLE 7 : GENERIX SERVICING

Concerning the anomalies submitted by the Client to GENERIX, in accordance with the operating mode described in the related Annex, GENERIX will act within:

- 4 business hours, an inhibiting anomaly ;
- 8 business hours, a major anomaly ;
- 10 business days, a minor anomaly.

ARTICLE 8 : REMOTE ACCESS

To allow conducting of the Maintenance service, the Client is bound to make remote accessing available to GENERIX, which meets the characteristics defined in the annexed operating mode.
The supply of means for the conducting of telemaintenance is not included in this Agreement, and is to be borne by the Client.

ARTICLE 9 : ADDITIONAL SERVICES

Any services not covered by the present Agreement will be invoiced at the price rate in force at GENERIX and in particular, this list not being exhaustive, the following services:
- Any assistance or file reconstruction due to the presence of a virus;
- Consultations regarding equipment;
- File reconstruction in the event of accidental destruction;
- Visits on site.

Services which are not expressly provided in the list of provided services can be ensured by GENERIX as additional services and invoiced in addition, applying the GENERIX daily rate.

ARTICLE 10 : CLIENT OBLIGATIONS

The maintenance service requires active, regular collaboration between the Parties.
The Client shall designate trained, qualified contact persons who are authorized to receive and apply the advice and recommendations given by GENERIX services. All requests for maintenance made by the Client must be requested by these contact persons.
The Client must inform GENERIX in writing of any change to the site of use or installation equipment of the Software, and of any change in contact person.
The Client undertakes to pay heed to the normal conditions of use of the Software, to apply strictly the instructions given by GENERIX and to abide by all the provisions of this Agreement.
Before any remote maintenance servicing by GENERIX, the Client must ensure that this servicing does not risk generating any damage to systems connected directly or indirectly to the system to be maintained.
The Client undertakes to make available to GENERIX all documents, files and information required by or useful for the maintenance operation, together with a back-up of files installed on the system on which the maintenance operation is to be carried out.
The Client must allow any person appointed by GENERIX to enter its premises for identification or correction of any Software anomaly, incident or error.
The Client shall inform GENERIX of any functioning error of the Software.
The Client undertakes that any installation of a new version or corrective version and any operation on the maintained Software will be solely entrusted to its GENERIX contact person, to a provider approved by GENERIX or to the Provider itself. In this latter case, servicing and call-out costs will be invoiced at the rates in force on the date of the installation or servicing.
GENERIX will be released from its obligation to perform the Agreement as long as the Client fails to heed the obligation of collaboration. GENERIX cannot be held liable, on any grounds whatsoever, for degradation incurred through failure to heed these obligations.

ARTICLE 11 : INITIAL PRICE AND REVIEW

The amount exclusive of VAT for fees related to maintenance is set out in the Purchase Order.
This amount will be reviewed each year, in relation to rises in Syntec indices and in accordance with the following review formula:
$Pt = Pt\text{-}1 \times Sp / Sp\text{-}1$
In which:
- Pt-1 = basic price or price of previous review;
- Pt = price after review;
- Sp-1 = basic SYNTEC index or previous review index;
- Sp = SYNTEC index during the month of July of the year previous to review.

The base index is the last index of July known to contract signature.
For the handling of incidents not attributable to the Software, for additional services and minimum invoicing for related costs, journey time and interest for late payment, the price shall be based on rates in force at GENERIX on the date of the servicing operation or of the causative event.

ARTICLE 12 : TERMS AND CONDITIONS FOR INVOICING AND PAYMENT – SUSPENSION

Invoicing of the maintenance fee will be made pro rata to the date of entry into force of maintenance (as defined under article 3 of these General Conditions) up until December 31st of the first year for initial user rights and subsequent additions or changes. For the renewal periods, invoicing will be made per due calendar year taking into account any withdrawals notified by registered letter with acknowledgement of receipt no later than three months before December 31st of the current year, as well as software added throughout the year. Any year that has started to run will be due in full.

Invoices are payable by bank transfer on receipt of invoice or by direct debit.
In the event of change in bank particulars, the Client undertakes to return promptly to the Service Provider a new direct debit authorization duly completed, signed and enclosing a bank account identification document. The Service Provider is authorized to claim any costs in connection with refused direct debiting.
It is expressly agreed, except in the event of an extended payment period requested in time and given special grant by GENERIX, that any failure to pay by due date will, *de jure* and without any prior notification notwithstanding the termination clause, give rise to immediate due payment of all outstanding amounts irrespective of their agreed payment terms and to invoicing of interest for late payment on the basis of an annual rate equal to tree (3) times the legal interest rate in force in France and on the basis of a minimum invoicing amount as indicated in the Purchase Order and financial conditions of this Agreement and an indemnity of 40 euros fixed for recovery costs.

The non-payment of amounts due 30 days after issue of the invoice of maintenance-related fees will automatically lead to stoppage of the maintenance service up until the date of full payment of the amounts due, without any notification letter being required. This suspension will not give rise to any reduction in the annual maintenance fee.

ARTICLE 13 : ASSIGNMENT

GENERIX reserves the option to assign the benefit of this Agreement to any person, whether legal or natural, who takes over all the obligations with respect to the Client under this Agreement, provided that the Assignee is not a competitor of the Client.

ARTICLE 14 : TERMINATION

In the event of failure to observe any of the provisions of this Agreement or its obligations, the other Party may terminate this Agreement *de jure* 30 days after notification of such failure sent by registered letter with acknowledgement of receipt which remains unheeded, notwithstanding any damages it may claim.

ARTICLE 15 : FORCE MAJEURE

GENERIX cannot be held liable in the event of a force majeure or for other circumstances beyond its control. It is expressly agreed that the following are considered as events of a force majeure or a fortuitous event, in addition to those usually upheld by French courts and case law:
- Strikes, whether full or partial, whether internal or external to the company ;
- Epidemics, earthquakes, storms, floods, fire, explosions ;
- Wars, whether declared or undeclared, blockades or embargos, riots, government restrictions or interdictions ;
- Blocking of means of transport or supplies, irrespective of reason ;
- Blocking of telecommunications, including switched telephone networks, Value-Added Networks: VANs (ATLAS 400, GEIS, ALLEGRO, Xpedite, …) ;
- Extended power cuts.

ARTICLE 16 : REFERENCES

Le Client authorizes GENERIX to designate the Client's name and logo as commercial reference and for its communication needs, and for a brief description of the project throughout the entire duration of the Agreement and Client's use of the Software.

ARTICLE 17 : CONFIDENTIALITY/TRANSPARENCY DIRECTIVE

Each of the Parties undertakes, except prior written accord, not to use and not to communicate to third parties any data, method, know-how, source codes, manufacturing process, technical information, sales operations and financial operations of the other Party which it may have the opportunity to access during the performance of this Agreement.

This obligation shall become null and void if the information comes into the public domain for reasons not concerning the Party receiving such information. The obligation of confidentiality shall continue to be effective for a period of 2 (two) years as from the date of termination of this Agreement irrespective of grounds. Any failure to heed this obligation of confidentiality shall give rise to the payment of damages.

The Client is informed of the fact that GENERIX SA, in its capacity as Company listed on a regulated market, is bound to pay heed to the provisions of the Transparency Directive transposed into the general regulations of the financial market controlling authority – *Autorité des Marches Financiers - AMF)* by Order dated 4 January 2007 which lays down the obligation for all listed companies to bring to public knowledge, via financial announcements, any and all information which may have an impact on the issuer share price. Since this provision comes under public order, the Client cannot validly make opposition thereto.

ARTICLE 18 : NON-SOLICITATION

Each of the Parties, vis-à-vis the other Party, undertakes not to hire away, employ or use the services of any person, whether directly or indirectly, who has participated directly in conducting the requested work, throughout the entire period of the Agreement and for 1 (one) year thereafter, effective from the date of termination of the contractual relations defined herein and any addenda hereto, except if prior written consent is given by the other Party.

Should either of the Parties fail to observe this commitment, it undertakes to compensate the other Party by paying a fixed indemnity notably to cover selection and recruitment expenses, training costs and loss resulting from commitments already entered into – equal to the gross remuneration of the employee concerned over the last twelve (12) months.

ARTICLE 19 : MISCELLANEOUS

19.1 Amendments
Any requested amendment to this Agreement by the Client, whether in form or content, will be subject to an amendment signed by the Parties. This amendment will, after examining the Client's request, be the subject of special financial conditions.

Any addition, annotation or word struck out must be initialed by both Parties otherwise it will be considered invalid.

19.2 Headings
In the event of difficulties in interpreting between any of the headings of the clauses of this Agreement, and any of its clauses, the headings will be declared non-existent.

19.3 Severability
Should one or more provisions of this Agreement be held invalid or declared invalid pursuant to any act of law or regulation, or final decision given by a competent jurisdiction, the other provisions shall remain in full force and effect, it being specified that the Parties may, by mutual agreement, decide to replace the invalidated provision or provisions.

19.4 Entirety of the Agreement/Waiver
The entirety of the obligations of the Parties under this Agreement is defined herein.

No general or special condition indicated in documents sent or submitted previously or subsequently by the Parties can be integrated in this Agreement, with the exception of the following cases:
- changes in GENERIX price rates,
- an addendum signed by both Parties,
- partial withdrawals of licenses or modules or sub-modules with respect to maintenance, paying heed to the procedure indicated under the heading « TERM »,
- addition of software further to an offer by GENERIX accepted by the Client and concerning the same Software range.

Should either of Parties not invoke failed performance by the other Party of any of the obligations under this Agreement, this is not to be interpreted as any future waiver of the obligation under consideration.

19.5 Governing law and jurisdiction
This Agreement shall be governed by French law.

Unless provision to the contrary under public order, any action arising from the present Agreement must be taken within a period of two (2) years effective from the date of occurrence of the causative event for such action.

The Parties state their intention to seek private settlement for any difficulty which may arise concerning the application or interpretation of this Agreement.

SHOULD NO SETTLEMENT BE REACHED, IF ATTEMPTS TO FIND OUT-OF-COURT AGREEMENT PROVE TO BE UNSUCCESSFUL, EXPRESS JURISDICTION IS HEREBY GIVEN TO THE COMMERCIAL COURT IN THE DISTRICT OF THE REGISTERED OFFICE OF GENERIX, NOTWITHSTANDING A PLURALITY OF DEFENDANTS OR THIRD PARTY INTRODUCTION, EVEN FOR URGENT PROCEDURES OR PROCEDURES FOR PROVISIONAL MEASURES, WHETHER UNDER SUMMARY JURISDICTION OR BY PETITION.