Terms & Conditions

The following I.R.I.S. Terms and Conditions are applicable to all Image Recognition Integrated Systems ("I.R.I.S.") contracts with customer ("Customer") and applies to Customer's purchases of Hardware, Software licenses, Support, and Professional Services from I.R.I.S. (unless specifically agreed otherwise).

A. I.R.I.S. BASE TERMS

1. DEFINITIONS

Unless explicitly stated otherwise in a Transaction Document, the following words will have the following meaning in the context of this Agreement:

a. **Affiliate** of a party means an entity controlling, controlled by, or under common control with, that party "Control" of a company, means the power of law or in fact to exercise a decisive influence on the appointment of the majority of the directors thereof or on the orientation of its management.

b. **Deliverable** means the tangible work product resulting from the performance of Services excluding Products and Custom Products.

c. **Custom Product** means a Product modified, altered, or customized to meet Customer requirements.

d. **Delivery Location** means the location where I.R.I.S. transfers title or possession of Products to Customer or its designate or the location where Services are performed or, in the case of remote or intangible Services, where the Products being serviced are located.

e. **Hardware** means computer and related devices and equipment, related documentation, accessories, parts, and upgrades.

f. **I.R.I.S. Branded** means Products and Services bearing a trademark or service mark of Image Recognition Integrated Systems Group or any Image Recognition Integrated Systems Group's Affiliate, and embedded I.R.I.S. selected third party Software that is not offered under a third party license agreement.

g. **I.R.I.S. Business Partner(s)** means selected companies authorized by I.R.I.S. to promote, market, sell, support, and deliver certain Products and Services.

h. **Product** means Hardware and Software listed in I.R.I.S.' standard price list at the time of I.R.I.S.' acceptance of Customer order, and includes Custom Products as well as third party products.

i. **Professional Service** means consulting, integration, development or other technical services performed by I.R.I.S. under a Statement of Work or other Transaction Document.

i. **Service** means Support and Professional Services.

k. **Software** means machine-readable instructions and data (and copies thereof) including middleware and firmware and related updates and upgrades, licensed materials, user documentation, user manuals, and operating procedures.

l. **Specification** means technical information about Products published in I.R.I.S. Product manuals, user documentation, and technical data sheets in effect on the date I.R.I.S. delivers Products to Customer.

m. **Statement of Work** means an executed document so titled, that describes the Services to be performed by I.R.I.S. under the Professional Services Terms or Support Terms sections.

n. **Support** means Hardware maintenance and repair, Software maintenance, training, installation and configuration, and other standard support service provided by I.R.I.S. and includes "Custom Support" which is any agreed non-standard Support as described in a Statement of Work.

o. **Transaction Document(s)** means a by I.R.I.S. accepted Customer order (excluding pre-printed terms) and in relation to that order valid I.R.I.S. quotations, license terms delivered or otherwise made available to Customer with Software, I.R.I.S. published technical data sheets, product or service descriptions, I.R.I.S. limited warranty statements delivered with or otherwise made available to Customer with Products, and mutually executed Statements of Work, all as provided by I.R.I.S., or other mutually executed documents that reference this Agreement.

p. **Use of Software** means to install, store, load, execute, and display one copy of the Software on one device at a time for Customer's internal business purposes.

q. **Version** means a release of Software that contains new features, enhancements, and/or maintenance updates, or for certain Software, a collection of revisions packaged into a single entity and, as such, made available by I.R.I.S. to its customers (also called a "Release").

2. PARTICIPATION

a. **Global Agreement.** Customer Affiliates may participate under this Agreement through the issuance of their order referencing this Agreement and its acceptance by an I.R.I.S. Affiliate in the same country. Upon I.R.I.S.' acceptance of such an order, the terms of this Agreement will apply between the I.R.I.S. Affiliate and the Customer Affiliate and references to "I.R.I.S." and "Customer" shall mean I.R.I.S. Affiliate and Customer Affiliate respectively. The I.R.I.S. Affiliate may include in their acceptance transmittal supplemental country specific terms to reflect local law or business practice that will take precedence over any other inconsistent terms in this Agreement. All orders placed by Customer Affiliates must specify a "ship to" address or Service performance location within the country of the I.R.I.S. Affiliate where the order is accepted.

b. **Prior Authorization.** Any sale or license of a Product or Service under this Agreement to a Customer Affiliate in countries where I.R.I.S. does not have an Affiliate or support capabilities is subject to I.R.I.S.' prior written authorization.

c. **Affiliate Liability.** Each I.R.I.S. Affiliate will perform only in its designated jurisdiction and is solely responsible for claims arising out of its own performance.

3. PRICES AND TAXES

a. **Prices**. Product and Service prices are specified in the current local published I.R.I.S. price list at the time I.R.I.S. receives Customer's order, or in a valid Transaction Document. Prices are subject to change at any time prior to I.R.I.S.' acceptance of Customer's order, unless stated otherwise in a Transaction Document.

b. **Price Validity**. Unless prices are changed by I.R.I.S. in accordance with this Agreement, prices are valid while this Agreement is in effect for the period set forth in a Transaction Document. Product prices for an order remain valid for thirty (30) days from original order date unless otherwise quoted by I.R.I.S..

c. **Taxes**. Prices are exclusive of, and Customer shall pay, all taxes, duties, levies or fees, or other similar charges imposed on I.R.I.S. or on the Customer by any taxing authority (other than taxes imposed on I.R.I.S.' income) related to Customer's order, unless Customer has provided I.R.I.S. with an appropriate resale or exemption certificate for the delivery location.

d. **Withholding Tax.** If Customer is required by law to withhold and remit tax relating to Customer's order, Customer shall:

1. Be entitled to reduce the payment by the amount of such tax;
2. Withhold and remit such tax to the applicable tax jurisdiction;
3. Assist I.R.I.S. to obtain the benefit of any reduced withholding tax under applicable tax treaties; and
4 Furnish to I.R.I.S. a tax certificate or other acceptable evidence of payment of such tax as required by the relevant taxing authorities.

e. **Annual indexing**. Unless otherwise specified in the Transaction Document, the prices for Services are automatically recalculated on a yearly basis, at the anniversary date of the relevant Transaction Document, based on the evolution of the most common cost of living index of the country in which Services are provided. When Services are provided in Belgium, or if no agreement is reached regarding the choice or the local cost of living index, or in the absence of such index, the recalculation will be based on the evolution of the Belgian Agoria index, as follows:
P1 = P0 (I1/I0) Where: P1: New Fee, P0: Fee for year at signing of Transaction Document, I1: index at date of indexation, I0: index at signing of Transaction Document).

4. AUTHORITY - OFFERS - CUSTOMER ORDERS - ACCEPTANCE

a. **Authority.** Only I.R.I.S.' directors or managers have authority to bind I.R.I.S.. Sales representatives or agents have no authority to bind I.R.I.S.. A list of I.R.I.S.' directors and managers of each I.R.I.S.' affiliate is available on request.

b. **Offers.** I.R.I.S.' offers and quotations shall expressly or implicitly refer to this Agreement. I.R.I.S.' offers are expressed in Euro plus taxes, and are binding for a maximum period of thirty (30) days, (i) provided that in the meanwhile no modification of salaries, materials or currency occurs, having an adverse effect on I.R.I.S.' purchase or manufacturing costs and (ii) subject to the availability of material and human resources and inventory.

c. **Orders.** Orders shall refer to this Agreement and are subject to acceptance by I.R.I.S.. Orders must specify a "ship to" address and have a delivery date within thirty (30) from the order date unless otherwise provided in a Transaction Document.

d. **Cancellation.** Customer may not cancel or modify unilaterally an accepted order, unless otherwise provided in a Transaction Document. Any cancellation, duly accepted by I.R.I.S., shall entitle I.R.I.S. to a fixed indemnity of 30% of the cancelled amount of the order.

e. **Extended Delivery Dates.** Subject to I.R.I.S.' acceptance, Customers' changes to orders that extend delivery dates beyond thirty (30) days from the order date shall be considered new orders at the prices in effect when I.R.I.S. receives the changed order.

5. DELIVERY

a. **Delivery**. I.R.I.S. will deliver Products by arranging shipping to the receiving area at the "ship to" address specified in Customer's order within the country in which I.R.I.S. accepted the order. Unless otherwise stated in a Transaction Documents, the risks are transferred to the Customer ex-works. I.R.I.S. may elect in its sole discretion to deliver Software, Deliverables, Specifications, or Product documentation by enabling electronic transmission to, or electronic access or download by Customer in the country where I.R.I.S. accepted the order.

b. **Delivery Charges.** Transportation and handling charges are payable by Customer and shall be specified in an I.R.I.S. invoice unless otherwise specified in a Transaction Document. Special packing or shipping arrangements, as well as re-delivery of Products due to Customer's representative's absence will be charged separately to Customer (re-delivery shall be charged at EUR 100/man/hour with a minimum fixed amount of EUR 100).

c. **Delivery Requirements**. Information about delivery time is only indicative. Delivery at the "ship to" address implies acceptance of the delivery time by Customer. If I.R.I.S. is unable to meet the Customer's Product delivery requirements that have been accepted in writing by I.R.I.S., Customer may cancel that order, 30 days after having notified I.R.I.S. in writing, without the inability having been cured and such cancellation shall be Customer's sole remedy.

6. PAYMENT

a. **Payment Terms.** Customer agrees to pay, without offset, all invoiced amounts in cash. All payments have to mention the number of the relevant invoice. Any protestation of I.R.I.S.' invoices has to be made in writing within 8 days after invoice date. Unless agreed otherwise, payment terms are as follows:
Hardware and Software are payable separately upon delivery or download as the case may be.
Professional services are payable monthly based upon time sheet or upon project completion report as provided by I.R.I.S..

b. **Customer Default.** I.R.I.S. may discontinue performance if Customer fails to pay any sum due, or if after ten (10) days written notice Customer has not cured any other failure to perform under this Agreement. Non-payment at due date will automatically and without notice (i) entitle I.R.I.S. to a monthly interest of 1% (each month started being taken into account for a whole month) plus a lump sum fee of 10% of the unpaid invoice with a minimum of EUR 300, and (ii) allow I.R.I.S. to obtain immediate payment of any other sum due, even if not yet payable.

c. **Retention of ownership.** I.R.I.S. retains ownership of Products until full payment. Customer shall execute any paperwork required by I.R.I.S. to effectuate any such retention of ownership.

d. **Prepayment**. Any first order of a Customer has to be paid on beforehand. Further orders need a prepayment of 30%. I.R.I.S. may change credit or payment terms for unfulfilled orders if, in I.R.I.S.' reasonable opinion, Customer's financial condition, previous payment record, or relationship with I.R.I.S. merits such change.

7. WARRANTY PROVISIONS

a. **Warranty Statements**. I.R.I.S. limited warranty statements for Hardware, Software, Support, and Professional Services, as applicable, are contained in their respective sections of this Agreement. The limited warranties in this Agreement are subject to the terms, limitations, and exclusions contained in the limited warranty statement provided for the Product in the country where that Product is located when the warranty claim is made. A different limited warranty statement may apply and be quoted if the Product is purchased as part of a system.

b. **Transfer**. Warranties are transferable within the E.C. territory to another party for the remainder of the warranty period subject to I.R.I.S. license transfer policies and any assignment restrictions.

c. **Warranty Start Date.** Warranties begin on the date of delivery, or on the date of installation if installed by I.R.I.S.. If Customer schedules or delays such installation by I.R.I.S. more than thirty (30) days after delivery, Customer's warranty period will begin on the 31st day after delivery.

d. **Exclusions**. I.R.I.S. is not obligated to provide warranty services or Support for any claims resulting from:

1. Improper site preparation, or site or environmental conditions that do not conform to I.R.I.S.' site specifications;
2. Customer's non-compliance with Specifications or Transaction Documents;

3. Improper or inadequate maintenance or calibration;
4. Customer or third-party media, software, interfacing, supplies, or other products;
5. Any work done under the supervision of the client on or behalf of the client
6. Modifications not performed or authorized by I.R.I.S.;
7. Virus, infection, worm or similar malicious code that are not proved having been introduced by I.R.I.S.;
8. Customer's late protestation, or
9. Abuse, negligence, accident, loss or damage in transit, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond I.R.I.S.' control.

e. **Non-I.R.I.S. Branded Products and Services.** I.R.I.S. provides third-party products, software, and services that are not I.R.I.S. Branded "AS IS" without warranties of any kind, although the original manufacturers or third party suppliers of such products, software and services may provide their own warranties.

f. **Disclaimer.** THE WARRANTIES AND ANY ASSOCIATED REMEDIES EXPRESSED OR REFERENCED IN THIS AGREEMENT ARE EXCLUSIVE. NO OTHER WARRANTY, WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED BY I.R.I.S. OR MAY BE INFERRED FROM A COURSE OF DEALING OR USAGE OF TRADE. TO THE EXTENT ALLOWED BY LOCAL LAW I.R.I.S. DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR USE, TITLE AND NON-INFRINGEMENT.

8. INTELLECTUAL PROPERTY INFRINGEMENT

a. **Third-Party Claims.** I.R.I.S. will defend or settle any claim against Customer alleging that I.R.I.S. Branded Products or Support (excluding Custom Products and Custom Support) provided under this Agreement infringes intellectual property rights in the country where they were sold, if Customer:

1. Promptly notifies I.R.I.S. of the claim in writing;
2. Cooperates with I.R.I.S. in the defense of the claim; and
3. Grants I.R.I.S. sole control of the defense or settlement of the claim.

I.R.I.S. will pay infringement claim defense costs, I.R.I.S.–negotiated settlement amounts, and court-awarded damages.

b. **Remedies.** If such a claim appears likely, then I.R.I.S. may modify the I.R.I.S. Branded Products or Support, procure any necessary license, or replace the affected item with one that is at least functionally equivalent. If I.R.I.S. determines that none of these alternatives is reasonably available, then I.R.I.S. will issue Customer a refund equal to:

1. The purchase price paid for the affected item if within one year of delivery, or the Customer's net book value thereafter, or
2. If the claim relates to infringing Support, the lesser of twelve (12) months charges for the claimed infringing Support or the amount paid by Customer for that Support.

c. **Exclusions.** I.R.I.S. has no obligation for any claim of infringement arising from:

1. I.R.I.S.' compliance with Customer or third party designs, specifications, instructions, or technical information;
2. Modifications made by Customer or a third party;
3. Customer non-compliance with the Specifications or the Transaction Documents, or
4. Customer use with products, software, or services that are not I.R.I.S. Branded.

d. **Sole and Exclusive**. This sub-section A.8. states I.R.I.S.' entire liability for claims of intellectual property infringement.

9. INTELLECTUAL PROPERTY RIGHTS

No rights in copyright, patents, trademarks, trade secrets, or other intellectual property are granted by either party to the other except as expressly provided under this Agreement. Customer will not register or use any mark or internet domain name that contains I.R.I.S.' trademarks (e.g., "IRIS.", "I.R.I.S.", or "Image Recognition Integrated Systems").

10. RESTRICTED USE

Products, Support, and Deliverables are not specifically designed, manufactured, or intended for use as parts, components, or assemblies for the planning, construction, maintenance, or direct operation of a nuclear facility. Customer is solely liable if Products, Support, or Deliverables purchased by Customer are used for these applications and will indemnify and hold I.R.I.S. harmless from all loss, damage, expense, or liability in connection with such use.

11. LIMITATION OF LIABILITY AND REMEDIES

a. **Limitation of Liability.** Except for the amounts in sub-section A.8. above and accidental damages for bodily injury (including death) I.R.I.S.' total aggregate liability is limited:

(i) for damages to tangible property, to EUR 5.000.000; and

(ii) for damages resulting from a performance default to the amount paid by Customer for:

1. the Product;
2. Support up to a maximum of twelve (12) months; or
3. the Professional Service during the civil year of the damage;

that in each case is the subject of the claim.

b. **Exclusion.** Except for claims by a party for infringement of their intellectual property rights against the other party, in no event will either party be liable for any incidental, indirect, special, or consequential costs or damages including, without limitation, downtime costs; lost business, revenues, or profits; failure to realize expected savings; loss or unavailability of or damage to data; or software restoration.

c. **Legal Theory.** To the extent allowed by local law, these limitations will apply regardless of the basis of liability, including negligence, misrepresentation, breach of any kind, or any other claims in contract, tort or otherwise.

12. TERMINATION

a. **Termination for Convenience.** Either party may terminate this Agreement for convenience upon thirty (30) days prior written notice to the other party, unless prohibited by the terms of a Transaction Document.

b. **Termination for Cause.** Either party may terminate this Agreement on written notice if the other party fails to comply with this Agreement after it has been notified in writing of the nature of the failure and been provided with a reasonable time to cure the failure.

c. **Prior Orders.** Except as otherwise provided in sub-section A.12.d. below, the termination of this Agreement will not affect payments due or fulfillment and payment of orders accepted prior to termination.

d. **Bankruptcy.** If either party becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is subject of involuntary bankruptcy, has a receiver appointed, enters into liquidation or has its assets assigned, the other party may terminate this Agreement without notice and may cancel any unfulfilled obligations.

e. **Survival.** Any terms in this Agreement which by their nature extend beyond the termination or expiration of this Agreement will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns. Any termination under this sub-section A.12. will be without prejudice to the terminating party's legal rights

and remedies, including injunction and other equitable remedies.

13. I.R.I.S. BUSINESS PARTNERS

I.R.I.S.' obligations with respect to I.R.I.S. Branded Products or Services procured by Customer from authorized I.R.I.S. Business Partners are limited to the sub-sections A.7. Warranty Provisions, A.8. Intellectual Property Infringement, A.9. Intellectual Property Rights, A.10. Restricted Use, A.11. Limitation of Liability and Remedies; and clauses b., c., d., e., f., g., h., i., j., and k. of sub-section A.14. General in these Base Terms and the Software License Terms section. I.R.I.S. is not responsible for the acts or omissions of I.R.I.S. Business Partners, for any obligations undertaken or representations that they may make, or for any other products or services that they supply to Customer.

14. GENERAL

a. **Electronic Orders and EDI.** Where facilitated under local law, the parties may do business electronically, including order placement and acceptance. Once accepted, such orders will create fully enforceable obligations subject to the terms of this Agreement. Such orders and acceptances will be deemed for all purposes to be an original signed writing. Customer and I.R.I.S. will adopt commercially reasonable security measures for password and access protection.

b. **Internal Use.** Products and Services acquired by Customer under this Agreement are solely for Customer's own internal use and not for resale or sub-licensing.

c. **Force Majeure.** Neither party will be liable for performance delays or for non-performance due to causes beyond its reasonable control; however, this provision will not apply to Customer's payment obligations. In the event such circumstances continue for more than three (3) months, either party may terminate the Agreement or affected orders in respect of Products and Services not yet delivered.

d. **Assignment.** Customer may not assign, delegate or otherwise transfer all or any part of this Agreement without prior written consent from I.R.I.S.. Any such attempted assignment, delegation, or transfer will be null and void. Assignments of I.R.I.S. Software licenses are subject to compliance with I.R.I.S.' Software license transfer policies. I.R.I.S. may assign, delegate and transfer any rights and obligations hereunder to an I.R.I.S. Affiliate at any time subject to written notice.

e. **Export and Import.** Customer who exports, re-exports, or imports Products, technology, or technical data purchased hereunder, assumes responsibility for complying with applicable laws and regulations and for obtaining required export and import authorizations. I.R.I.S. may suspend performance if Customer is in violation of any applicable laws or regulations.

f. **Governing Law**. Disputes arising from this Agreement will be governed by the law of the jurisdiction of the principal place of business of the I.R.I.S. Affiliate accepting the order to which the dispute relates and the courts of that location will have jurisdiction, except that I.R.I.S. may, at its option, bring suit for collection in the country where the Customer Affiliate that placed the order is located. Customer and I.R.I.S. agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

g. **Notices.** All notices that are required under this Agreement will be in writing and will be considered effective upon receipt.

h. **Entire Agreement.** This Agreement is the entire agreement between I.R.I.S. and Customer regarding Customer's purchase of Products and Services, and supersedes and replaces any previous communications, representations, or agreements, or Customer's additional or inconsistent terms, whether oral or written. In the event any provision of this Agreement is held invalid or unenforceable the remainder of the Agreement will remain enforceable and unaffected thereby, and parties undertake to replace such invalid or unenforceable provision by another provision which effect(s) is (are) as close to the originally intended effect as possible. In case of disagreement

about the new wording, the parties shall refer to an arbitrator appointed by mutual agreement or, if not, by the President of the First Instance Court in Brussels. This arbitrator shall have the task to write the new text in the spirit of the law, with fairness and within the general economy of this agreement.

i. **Waiver.** Neither party's failure to exercise or delay in exercising any of its rights under this Agreement will constitute or be deemed a waiver or forfeiture of those rights.

j. **Order of Precedence.** Unless otherwise agreed or provided herein, in case of contradiction between their terms and conditions, documents will apply in the following descending order of precedence:

1. Transaction Documents consisting of license terms or limited warranty statements delivered or otherwise made available to Customer with Products;
2. the sections of this Agreement;
3. all other Transaction Documents.

k. **Independent Contractor.** I.R.I.S. is an independent contractor in the performance of this Agreement and neither I.R.I.S. nor any I.R.I.S. personnel are employees or agents of Customer or I.R.I.S. Business Partners. Nothing in this Agreement will be construed as creating a joint venture, partnership or employment relationship between the parties, nor will either party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other.

l. **Non-solicitation**. The Customer shall refrain from enticing away the colleagues, employees, assistants or agents of I.R.I.S. (hereinafter referred to as the "Staff"), and in particular, refrain without the previous and written agreement of I.R.I.S. to hire people working or having worked for I.R.I.S. (or otherwise ask these people to provide services, either directly or indirectly, through other physical or legal entities) and this for a period of one year following the termination of the contract binding the Staff, for whatever reason of cancellation, under penalty of a contractual indemnity to I.R.I.S. equivalent to one year of employers' cost (remuneration, taxes and social security included) of the hired staff in contravention to this provision.

m. **No exclusivity**. No stipulation in the present Agreement may be interpreted as a limitation to the right of I.R.I.S. to perform identical or similar services for third parties. The Customer acknowledges that I.R.I.S. has the right to accept similar tasks for other customers of I.R.I.S..

n. **Reference.** I.R.I.S. may refer to the Customer as a Customer of I.R.I.S. in its advertising material and issue a press release explaining the Product or Service that was delivered to the Customer.

B. I.R.I.S. HARDWARE TERMS

1. RISK OF LOSS

Risk of loss or damage will pass to Customer and acceptance will occur upon delivery to the "ship to" address or, if special shipping arrangements are agreed to, upon delivery to Customer's carrier or designee.

2. INSTALLATION

If I.R.I.S. provides installation services, Customer will make available facilities that meet I.R.I.S. guidelines that will be provided to Customer upon request. Upon delivery, Customer will place each item of Hardware in its designated location. Installation is billed at I.R.I.S.' published installation charges unless quoted as part of the Hardware purchase price. Installation by I.R.I.S. is complete when the Hardware passes I.R.I.S.' standard installation and test procedures.

3. HARDARE LIMITED WARRANTY

I.R.I.S. warrants I.R.I.S. Branded Hardware against defects in materials and workmanship under normal use during the warranty period and that it will materially conform to its Specifications for the time specified in the applicable Transaction Documents. I.R.I.S. Branded Hardware may contain used parts that are equivalent to new in performance and reliability and are warranted as new.
Other Hardware (non I.R.I.S. Branded) is warranted according to the warranties of its manufacturer (which may or may not be subject to specific Transaction Documents and maintenance contracts). I.R.I.S. does not provide additional warranties for those non-I.R.I.S. branded products.

4. OPERATION

I.R.I.S. does not warrant that the operation of Hardware will be uninterrupted or error free, or that Hardware will operate in Hardware and Software combinations other than as expressly specified by I.R.I.S. in the Product Specifications or that Hardware will meet requirements specified by Customer. Customer may only use firmware embedded in the Hardware to enable the Hardware to function in accordance with its Specifications.

5. EXCLUSIVE REMEDIES

Upon notice of a valid warranty claim during the warranty period and if provided reasonable access to the I.R.I.S. Branded Hardware, I.R.I.S. will, at its option, repair a defect in the I.R.I.S. Branded Hardware, or correct a material non-conformance to Specifications, or replace such Hardware with Hardware of equal or better functional performance. If I.R.I.S. is unable, within a reasonable time, to complete the repair or correction, or replace such I.R.I.S. Branded Hardware, Customer will be entitled to a refund of the purchase price paid upon prompt return of such Hardware to I.R.I.S.. Return of Products must be asked to I.R.I.S. in writing ("Request of Return"). I.R.I.S.' eventual "Authorization of Return" refers to a number, is valid during ten (10) days, and does not imply any acknowledgment of I.R.I.S.' liability. Subject to the terms in Customer's specific Product warranty statement Customer will pay expenses for dismantling and return of such Hardware to I.R.I.S.. I.R.I.S. will pay expenses for shipment of repaired or replacement Hardware to Customer. This sub-section states I.R.I.S.' entire liability for Hardware warranty claims.

6. WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT DIRECTIVE 2002/96/ECIN EUROPEAN UNION

Subject to the regulations applicable to non consumer clients, the proper recovery/recycling of waste resulting from electrical and/or electronic items arising at the Customer's locations in the European Union will be managed by I.R.I.S., provided that the waste equipment is first returned by the Customer to an I.R.I.S. designated collection point. I.R.I.S. will provide addresses of these collection points when requested by the Customer. I.R.I.S. will only pay the recovery/recycling costs once the customers have returned the computer equipment and printing or peripheral devices to an I.R.I.S. designated collection point. These conditions apply only to I.R.I.S. branded waste whether or not a replacement product is being supplied. Related additional services such as equipment collection from the Customer's site and data destruction can be provided on request at additional cost.

C. I.R.I.S. SOFTWARE LICENSE TERMS

1. LICENSE GRANT

I.R.I.S. grants Customer a non-exclusive, non-transferable license to "Use", in object code form, the Version or Release of the I.R.I.S. Branded Software delivered from an I.R.I.S. accepted order. Customer's Use of such Software is subject to these license terms and the Use restrictions and authorizations for the Software specified by I.R.I.S. in Transaction Documents that accompany or are otherwise made available to Customer with the Software (the "Software License"). In the event of any conflict among such terms, the order of precedence will be the accompanying Transaction

Documents then the terms of this section.

2. THIRD-PARTY SOFTWARE

For non-I.R.I.S. Branded Software, the third party supplier's license terms and use restrictions found in the Transaction Documents that may accompany that Software will solely govern its Use.

3. OWNERSHIP

This Software License confers no title or ownership and is not a sale of any rights in the Software. Third-party suppliers are intended beneficiaries under this Agreement and independently may protect their rights in the Software in the event of any infringement. All rights not expressly granted to Customer are reserved solely to I.R.I.S. or its suppliers.

4. ACCEPTANCE

Customer accepts Software upon delivery.

5. UPGRADES

Software Versions or maintenance updates, if available, may be ordered separately or may be available through Software Support. I.R.I.S. reserves the right to require additional licenses and fees for Software Versions or separately purchased maintenance updates or for Use of the Software in conjunction with upgraded Hardware or Software. When Customer obtains a license for a new Software Version, Customer's Software License for the earlier Version shall terminate. Software Versions are subject to the license terms in effect on the date that I.R.I.S. delivers or makes the Version available to Customer.

6. LICENSE RESTRICTIONS

a. **Use Restrictions**. Customer may not exceed the number of licenses, agents, tiers, nodes, seats, or other Use restrictions or authorizations agreed to and paid for by Customer. Some Software may require license keys or contain other technical protection measures. Customer acknowledges that I.R.I.S. may monitor Customer's compliance with Use restrictions and authorizations remotely, or otherwise. If I.R.I.S. makes a license management program available which records and reports license usage information, Customer agrees to appropriately install, configure and execute such license management program beginning no later than one hundred and eighty (180) days from the date it is made available to Customer and continuing for the period that the software is used.

b. **Copy and Adaptation.** Unless otherwise permitted by I.R.I.S., Customer may only make copies or adaptations of the Software for archival purposes or when copying or adaptation is an essential step in the authorized Use of the Software. If Customer makes a copy for backup purposes and installs such copy on a backup device, unless otherwise provided in the Transaction Documents, Customer may not operate such backup installation of the Software without paying an additional license fee, except in cases where the original device becomes inoperable. If a copy is activated on a backup device in response to failure of the original device, the Use on the backup device must be discontinued when the original or replacement device becomes operable. Customer may not copy the Software onto or otherwise Use or make it available on, to, or through any public or external distributed network. Licenses that allow Use over Customer's intranet require restricted access by authorized users only.

c. **Copyright Notice.** Customer must reproduce all copyright notices that appear in or on the Software (including documentation) on all permitted copies or adaptations. Copies of documentation are limited to internal use.

d. **Designated System.** Notwithstanding anything to the contrary herein, the Software License for certain Software, as identified in Transaction Documents, is non-transferable and for use only on a computer system owned, controlled, or operated by or solely on behalf of Customer and may be further identified by I.R.I.S. by the combination of a unique number and a specific system type ("Designated System") and such license will terminate in the event of a change in either the system number or system type, an unauthorized relocation, or if the Designated System ceases to be within the possession or control of Customer.

e. **Changes**. Customer will not modify, reverse engineer, disassemble, decrypt, decompile, or make derivative works of the Software except as mandatorily provided under applicable law where the Software is used. Where Customer has such mandatory rights, Customer will provide I.R.I.S. with reasonably detailed information regarding any intended modifications, reverse engineering, disassembly, decryption, or decompilation and the purposes therefore.

f. **Use for Service Provision.** Extending the Use of Software to any person or entity other than Customer as a function of providing services, (i.e.; making the Software available through a commercial timesharing or service bureau) must be authorized in writing by I.R.I.S. prior to such use and may require additional licenses and fees.

7. LICENSE TERM AND TERMINATION

Unless otherwise specified in a Transaction Document, the Software License granted Customer will be for the whole duration of the legal protection of the intellectual property rights concerned, provided however that I.R.I.S. may terminate without judicial intervention nor indemnity the Software License upon notice for failure to comply with this Agreement. Immediately upon termination of the Software License or upon expiration of any individual limited term license, Customer will destroy the Software and all copies of the Software subject to the termination or expiration or return them to I.R.I.S. at Customer's costs and risks. Customer shall remove and destroy or return to I.R.I.S. any copies of the Software that are merged into adaptations, except for individual pieces of data in Customer's database. Customer may retain one copy of the Software subsequent to termination solely for archival purposes only. At I.R.I.S.' request, Customer will certify in writing to I.R.I.S. that Customer has complied with these requirements.

8. LICENSE TRANSFER

Customer may not sublicense, assign, transfer, rent, or lease the Software or the Software License to any other party except as permitted in this section. Except as provided in sub-section C.6.d. above, I.R.I.S. Branded Software licenses are transferable subject to I.R.I.S.' prior written authorization and payment to I.R.I.S. of any applicable fees or compliance with applicable third party terms. Upon transfer of the Software License Customer's rights under the License will terminate and Customer will immediately deliver the Software and all copies to the transferee. The transferee must agree in writing to the terms of the Software License, and, upon such agreement, the transferee will be considered the "Customer" for purposes of the license terms. Customer may transfer firmware only upon transfer of the associated Hardware.

9. COMPLIANCE

Customer agrees that I.R.I.S. may audit Customer's compliance with the Software License terms. Any such audit would be at I.R.I.S.' expense, requires reasonable notice, and would be performed during normal business hours. If an audit reveals underpayments then Customer will immediately pay I.R.I.S. such underpayments together with the costs reasonably incurred by I.R.I.S. in connection with the audit and seeking compliance with this sub-section.

10. WARRANTY

I.R.I.S. Branded Software will materially conform to its Specifications. If a warranty period is not specified for I.R.I.S.

Branded Software, the warranty period will be ninety (90) days from the delivery date.

11. VIRUS WARRANTY

I.R.I.S. shall make its best efforts in order to ship physical media containing I.R.I.S. Branded Software free of viruses, but without any warranty. The Customer is supposed to check the absence of viruses before installation or use thereof.

12. WARRANTY LIMITATION

I.R.I.S. does not warrant that the operation of Software will be uninterrupted or error free, or that Software will operate in Hardware and Software combinations other than as expressly specified by I.R.I.S. in the Product Specifications or that Software will meet requirements specified by Customer.

13. EXCLUSIVE REMEDIES

If notified of a valid warranty claim during the warranty period, I.R.I.S. will, at its option, correct the warranty defect for I.R.I.S. Branded Software, or replace such Software. If I.R.I.S. is unable, within a reasonable time, to complete the correction, or replace such Software, Customer will be entitled to a refund of the purchase price paid upon prompt return of such Software to I.R.I.S.. Customer will pay expenses for return of such Software to I.R.I.S. and I.R.I.S. will pay expenses for shipment of repaired or replacement Software to Customer. This sub-section C.13. states I.R.I.S.' entire liability for warranty claims.

14. FREEWARE AND OPEN SOURCE

Notwithstanding other statements in this Agreement, Software licensed under Open Source or freeware licenses is provided "AS IS" without any warranties or indemnities of any kind. Software provided under an Open Source license is governed solely by such license terms which will prevail over this Agreement.

D. I.R.I.S. SUPPORT TERMS

1. SUPPORT SERVICES

a. **Description of Support.** I.R.I.S. will deliver Support according to the description of the offering, eligibility requirements, service limitations, and Customer responsibilities described in the relevant Transaction Documents.

b. **Ordering Support.** Customer may order Support:

1. At the time of Product purchase, or prior to installation of Products for which Support is being purchased, for a fixed term
2. after the time of Product purchase, for either a fixed term or an initial term that may be renewed (may be referred to as "I.R.I.S. Contractual Services");
3. On a per-event basis; or
4. At any time, when agreed non-standard Support has been offered by I.R.I.S. for the Customer according to a Statement of Work (also known as "Custom Support") or as otherwise offered by I.R.I.S.

c. **Term - Termination.** An I.R.I.S. accepted Support order will commence on the effective date specified in the Transaction Document. Unless otherwise stated in such Transaction Document (i) it will continue for a term of one (1) year and (ii) thereafter the order will be renewed for successive one-year periods subject to the then applicable I.R.I.S. terms and conditions and charges, unless one party should give a written notice of its intent not to renew at the latest 4 months before the end of the then current one-year period.
If the Customer terminates pre-paid Support prematurely, I.R.I.S. is entitled to recover from the Customer the total

amount of multiyear and/or pre-payment discounts granted.
However for non-I.R.I.S. Branded Products and Services, the termination modalities will be according to the conditions as stipulated in the I.R.I.S. agreement with the manufacturer or the third-party responsible for such Products and Services. Such modalities will be communicated upon request.
I.R.I.S. may discontinue Support for Products and specific Support services no longer included in I.R.I.S.' Support offering upon ninety (90) days written notice, unless otherwise agreed. More in general, I.R.I.S. may terminate any I.R.I.S. accepted Support order upon ninety (90) days written notice to the Customer at any time for any reason.

d. **Return to Support.** If Customer allows Support to lapse, I.R.I.S. may charge Customer additional fees to resume Support or require Customer to perform certain hardware or software upgrades. I.R.I.S. will review and assess whether such fees are required, and explain these to Customer at the time of the request to return to Support.

e. **Local Availability**. Customer may order Support from I.R.I.S.' current Support offerings. Some offerings, features, and coverage (and related Products) may not be available in all countries or areas

f. **Support Warranty.** I.R.I.S. warrants that it will perform Support using generally recognized commercial practices and standards.

g. **Exclusive Remedies.** I.R.I.S. will re-perform Support not performed in accordance with the warranty herein. This sub-section D.1.g. states I.R.I.S.' entire liability for Support warranty claims.

2. PRICING, SERVICES, AVAILABILITY, AND INVOICING

a. **Pricing**. Except for prepaid Support or as otherwise stated in a Transaction Document, and regardless of the generally applicable Annual indexing of Services, I.R.I.S. may change Support prices upon three (3) months written notice. For hardware support, and provided that the Support is totally or partially subcontracted to an I.R.I.S.' supplier in a "back to back" agreement, this notice period can be reduced to 1 week provided that I.R.I.S. modifies it's prices proportionally to the modification of I.R.I.S.' supplier's prices.

b. **Additional Services.** Additional services performed by I.R.I.S. at Customer's request that are not included in Customer's purchased Support will be chargeable at the applicable published service rates for the country where the service is performed. Such additional services include but are not limited to:

1. Customer requests for Support after I.R.I.S.' local standard business hours (unless Customer has specifically purchased after-hours coverage for the requested Support);
2. Customer requests for repair for damage or failure attributable to the causes specified in sub-section A.7.d. of the I.R.I.S. Base Terms ("Warranty Exclusions"); and
3. Customer requests for Support where Customer does not, in I.R.I.S.' reasonable determination, meet the applicable prerequisites and eligibility requirements for Support.

c. **Local Availability.** Support outside of the applicable I.R.I.S. coverage areas may be subject to travel charges, longer response times, reduced restoration or repair commitments, and reduced coverage hours.

d. **Invoicing**. Invoices for Support will be issued in advance of the Support period and are due in their aggregate notwithstanding any early termination of the Support period. I.R.I.S. Support invoices and related documentation will be produced in accordance with I.R.I.S. system standards. Additional levels of detail requested by Customer may be chargeable.

3. SITE AND PRODUCT ACCESS

Customer shall provide I.R.I.S. access to the Products covered under Support; adequate working space and facilities within a reasonable distance of the Products; access to and use of information, customer resources, and facilities as reasonably determined necessary by I.R.I.S. to service the Products; and other access requirements described in the relevant Transaction Document. If Customer fails to provide such access (including remote connectivity through an I.R.I.S. approved communications line), resulting in I.R.I.S.' inability to provide Support, I.R.I.S. shall be entitled to

charge Customer for the Support call at I.R.I.S.' service rates. Customer is responsible for removing any Products ineligible for Support to allow I.R.I.S. to perform Support. If delivery of Support is made more difficult because of ineligible Products, I.R.I.S. will charge Customer for the extra work at I.R.I.S.' service rates.

4. STANDARD SUPPORT PRODUCT ELIGIBILITY

a. **Minimum Configuration for Support.** Customer must purchase the same level of Support and for the same coverage period for all Products within a minimum supportable system unit (i.e. all components within a server, storage, or network device) to allow for proper execution of standalone and operating system diagnostics for the configuration.

b. **Eligibility.** For initial and on-going Support eligibility Customer must maintain all Products and associated hardware and software at the latest I.R.I.S.-specified configuration and revision levels and in I.R.I.S.' reasonable opinion, in good operating condition.

c. **Modifications.** Customer will allow I.R.I.S., at I.R.I.S.' request and at no additional charge, to modify Products to improve operation, supportability, and reliability, or to meet legal requirements.

d. **Loaner Units.** I.R.I.S. maintains title and Customer shall have risk of loss or damage for loaner units if provided at I.R.I.S.' discretion as part of Support or warranty services and such units will be returned to I.R.I.S. without lien or encumbrance at the end of the loaner period.

e. **Relocation.** Customer is responsible for moving Products. If Customer moves the Products to a new location, I.R.I.S. may charge additional Support fees and modify the response times, and Customer may be required to execute amended or new Transaction Documents. If Customer moves Products to another country, Support shall be subject to availability in the destination country. Reasonable advanced notice to I.R.I.S. may be required to begin Support for some Products after relocation.

f. **Maximum Use Limitations.** Certain Products have a maximum usage limit, which is set forth in the manufacturer's operating manual or the technical data sheet. Customer must operate such Products within the maximum usage limit.

g. **Multi-Vendors Support.** Customer shall execute and maintain at its own costs valid Support contracts for non-I.R.I.S. Branded Products that have an influence on the Use and Support of or are integrated in I.R.I.S.-Branded Products supported by I.R.I.S. under a Transaction Document. I.R.I.S. may also provide Support for certain non-I.R.I.S. Branded Products. The relevant Transaction Document will specify availability and coverage levels, and govern delivery of multi-vendor Support, whether or not the non-I.R.I.S. Branded Products are under warranty. I.R.I.S. may discontinue Support of non-I.R.I.S. Branded Products if the manufacturer or licensor ceases to provide support for such Products.

h. **Consumables:** Support does not include the delivery, return, replacement, or installation of supplies or other consumable items.

5. PROPRIETARY SERVICE TOOLS

I.R.I.S. may require Customer's use of certain system and network diagnostic and maintenance programs ("Proprietary Service Tools") for delivery of Support under certain coverage levels. Proprietary Service Tools are and remain the sole and exclusive property of I.R.I.S., are provided "as is," and include, but are not limited to: remote fault management software, network Support tools, Insight Manager, Instant Support, and Instant Support Enterprise Edition (known as "ISEE"). Proprietary Service Tools may reside on the Customer's systems or sites. Customer may only use the Proprietary Service Tools during the applicable Support coverage period and only as allowed by I.R.I.S.. Customer may not sell, transfer, assign, pledge, or in any way encumber or convey the Proprietary Service Tools. Upon

termination of Support, Customer will return the Proprietary Service Tools or allow I.R.I.S. to remove these Proprietary Service Tools. Customer will also be required to:

a. Allow I.R.I.S. to keep the Proprietary Service Tools resident on Customer's systems or sites, and assist I.R.I.S. in running them;
b. Install Proprietary Service Tools, including installation of any required updates and patches;
c. Use the electronic data transfer capability to inform I.R.I.S. of events identified by the software;
d. If required, purchase I.R.I.S.-specified remote connection hardware for systems with remote diagnosis service; and
e. Provide remote connectivity through an I.R.I.S. approved communications line.

6. CUSTOMER RESPONSIBILITIES

a. **Data Backup.** To reconstruct lost or altered Customer files, data, or programs, Customer must maintain a separate backup system or procedure that is not dependent on the Products under Support.

b. **Temporary Workarounds**. Customer will implement temporary procedures or workarounds provided by I.R.I.S. while I.R.I.S. works on permanent solutions.

c. **Hazardous Environment.** Customer will notify I.R.I.S. if Customer uses Products in an environment that poses a potential health or safety hazard to I.R.I.S. employees or subcontractors. I.R.I.S. may require Customer to maintain such Products under I.R.I.S. supervision and may postpone service until Customer remedies such hazards.

d. **Authorized Representative.** Customer will have a representative present when I.R.I.S. provides Support at Customer's site.

e. **Product List.** Customer will create and maintain a list of all Products under Support including: the location of the Products, serial numbers, the I.R.I.S.-designated system identifiers, and coverage levels. Customer shall keep the list updated during the applicable Support period.

f. **Documentation.** If Customer purchases a Support offering that includes documentation updates, Customer may copy such updates only for systems under such coverage. Copies must include appropriate I.R.I.S. Trademark and copyright notices.

7. SUPPORTED SOFTWARE

Customer may purchase available Support for I.R.I.S. Branded Software only if Customer can provide evidence it has rightfully acquired an appropriate I.R.I.S. license for such Software. I.R.I.S. will be under no obligation to provide Support due to any alterations or modifications to the Software not authorized by I.R.I.S. or for Software for which Customer cannot provide a sufficient proof of a valid license. Unless otherwise agreed by I.R.I.S., I.R.I.S. only provides Support for the current Version and the immediately preceding minor Version of I.R.I.S. Branded Software, and then only when I.R.I.S. Branded Software is used with Hardware or Software included in I.R.I.S.-specified configurations at the specified Version level.

8. ACCESSORIES AND PARTS AND MISCELLANEOUS

a. **Compatible Cables and Connectors.** Customer will connect Products covered under Support with cables or connectors (including fiber optics if applicable) that are compatible with the system, according to the manufacturer's operating manual.

b. **Support for Accessories**. I.R.I.S. may provide Support for cables, connectors, interfaces, and other accessories if Customer purchases Support for such accessories at the same Hardware service level purchased for the Products with which they are used.

c. **Consumables.** Support does not include the delivery, return, replacement, or installation of supplies or other consumable items (including, but not limited to, operating supplies, magnetic media, print heads, ribbons, toner, and batteries) unless otherwise stated in a Transaction Document.

d. **Replacement Parts.** Parts provided under Support may be whole unit replacements or be new or functionally equivalent to new in performance and reliability and warranted as new. Replaced parts become the property of I.R.I.S., unless I.R.I.S. agrees otherwise and Customer pays any applicable charges.

e. **Service Providers.** I.R.I.S. reserves the right and Customer agrees to I.R.I.S.' use of I.R.I.S. -authorized service providers to assist in the provision of Support.

9. ACCESS TO I.R.I.S. SOLUTION CENTER AND RESOURCE CENTER

a. **Designated Callers.** Customer will identify a reasonable number of callers, as determined by I.R.I.S. and Customer ("Designated Callers"), who may access I.R.I.S.' customer Support call centers ("Solution Centers").

b. **Qualifications.** Designated Callers must be generally knowledgeable and demonstrate technical aptitude in system administration, system management, and, if applicable, network administration and management and diagnostic testing. I.R.I.S. may review and discuss with Customer any Designated Caller's experience to determine initial eligibility. If issues arise during a call to the Solution Center that, in I.R.I.S.' reasonable opinion, may be a result of a Designated Caller's lack of general experience and training, the Customer may be required to replace that Designated Caller. All Designated Callers must have the proper system identifier as provided in the Transaction Documents or by I.R.I.S. when Support is initiated. I.R.I.S. Solution Centers may provide support in English or local language(s), or both.

c. **I.R.I.S. Resource Center**. I.R.I.S. Resource Center is available via the worldwide web for certain types of Support. Customer may access specified areas of the I.R.I.S. Resource Center. File Transfer Protocol access is required for some electronic services. Customer employees who submit I.R.I.S. Solution Center service requests via the I.R.I.S. Resource Center must meet the qualifications set forth in sub-section D.9.b. above.

d. **Telecommunication Charges.** Customer will pay for all telecommunication charges associated with using I.R.I.S. IT Resource Center, installing and maintaining ISDN links and Internet connections (or I.R.I.S.-approved alternatives) to the I.R.I.S. Solution Center, or using the Proprietary Service Tools.

E. I.R.I.S. REMOTE MANAGED SERVICES (RMS)

1. PRESENTATION

Some I.R.I.S.' affiliates provide a range of modular and flexible remote IT services on a 24/7 basis, including monitoring, support, management, backup, hosting, archiving and even outsourcing services. These services are delivered using I.R.I.S. dedicated IT management facilities and teams, and may include Remote Monitoring, Remote Managed Services, Hosting and partial or full Outsourcing Services.

2. GENERAL DESCRIPTION I.R.I.S. RMS CONTRACT

To ensure as far as possible the continuous availability of the customer's critical applications and processes, a solid and permanent systems support is mandatory. This combined with a pro-active monitoring of the customer's environment and resources can assure the customer of the operational agility of his IT infrastructure.
There are also times that a customer wishes he had some additional manpower or expertise to help him with a

certain project, or when the cutover date of an implementation is nearing.
Finally, some customers wish to outsource their IT applications and/or databases, in order to allow them to focus on their core business and relying mainly on an external IT manpower and infrastructure as to safeguard and manage their IT sourcing and communication.
As one of the leading infrastructure optimization providers, I.R.I.S. leverages its organization and substantial know-how in providing demanding customers with the appropriate service levels they need. This is where I.R.I.S. can help its customers.

The following areas can be part of an RMS contract (not exhaustive):

- Hardware Support
- Software Support
- Security and anti-virus support
- Day to day management
- Pro-active monitoring of HW/SW events
- Hardware maintenance and expansion
- Patch management of microcode/firmware/OS/applications/…
- Follow up of backup procedures
- Health Checks
- Capacity Monitoring & tuning
- Monitoring of resource utilization (disk, CPU, network,…)
- Act as a SPOC (Single Point Of Contact) towards hardware and software vendors
- Follow up of support calls with vendors
- Hosting of customer's website
- Partial (datacenter, applications, but no disaster recovery) or even Full outsourcing of customer's IT infrastructure, with or without relocation of the customer's hardware/software, on by I.R.I.S. ICT's or by the customer's owned environment
- Periodical reporting regarding system availability/resources/recommendations/…

In mission critical environments, the customer can't take any risks. However, every customer operates within different constraints of competencies, budgets, and criticalities. That is exactly why I.R.I.S. offers RMS in different categories (Silver, Gold, Platinum), depending essentially of the guaranteed availability, the time and the period of response in case of difficulties. Based on the documentation already provided by the customer, and on the wishes he has expressed, a tailored technical proposal has been made in Exhibit 1. This proposal could be adapted in the future, depending of the complementary information I.R.I.S. will gather and of the hardware and software that would need to be implemented as to achieve the expected objectives.

3. PRICING

The price of the services (including fees, assessment, reporting, interventions…) is described in the Transaction Document.
Services not included in the Transaction Document such as monitoring or remediation of end-customer errors or faults, waste of time due to a lack of access to the customer's premises or of availability of the customer's contact, or any activities other than those specifically noted in the Transaction Document based on time and material and will be charged at the then applicable I.R.I.S. tariffs, available on demand.
The customer will be invoiced monthly. Invoices must be paid in full within 15 days.

4. COMPONENTS

All components (Hardware/Software) of the environment covered by RMS must be covered by a valid maintenance agreement with their respective manufacturer. Customer must have or obtain all necessary licences for any software used in the context of the RMS.
Every change or expansion of the managed environment can result in a change of the RMS agreement (and its

terms, conditions, tariffs and offered services). Every change/reconfiguration of one or more components of the managed environment must be communicated in advance to I.R.I.S., to keep the inventory up to date and to avoid conflicts with the monitoring software

5. LIABILITY -INSURANCE

As a professional service provider I.R.I.S. makes all possible efforts in order to achieve the contractual requirements, including the Service Level Agreement(s) (SLA) that could be agreed on after the implementation period, and all services will be provided according to the state of the art. However, considering the complexity of the IT environment, I.R.I.S.' obligations are always obligations of means.

As such, I.R.I.S. shall have no liability or responsibility when mechanical or telecommunication difficulties, weather conditions, acts of God, war, civil commotion, strikes or labour disputes, government regulation, law, rule or authority or any causes beyond its reasonable control prevent I.R.I.S. to carry out its services within the agreed period, nor for the resulting damage. As such, a permanent availability of the remote services cannot be guaranteed since a lack of access can be due to a number of variables including, but not limited to: maintenance, upgrades, excess of load or saturation by a third user in case of shared use of machines, and other circumstances beyond I.R.I.S. control. I.R.I.S. is not liable for any delays, failure, loss of use, or lost data related to Customer's inability to access the components of the environment covered by this agreement or the RMS during scheduled or unscheduled downtime. The efficiency of the RMS depends on the available or chosen software tools. For instance, remote alerts concerning dysfunctions of components have often to be interpreted by on-site enquiries under the control of the customer. Unless the RMS covers also full backup services, the customer is sole responsible for backing up his data, network and programs. I.R.I.S. will have no liability for loss or recovery of data or programs. Even in a full backup environment, the recovery of 100% of the data and programs and their restore can never be guaranteed.

I.R.I.S. can in no way be held liable when an SLA offered by a third party vendor (Hardware/software vendor, datacenter) is not met by this third party. All mentioned interventions in this document are RTO (Response Time Objective) interventions.

Non-urgent interventions will always be arranged in agreement between both parties, and at a time convenient for both parties. When I.R.I.S.' liability is duly evidenced, only the direct damage shall be indemnified, within the limits of the professional liability insurance contract covering I.R.I.S., with a maximum amount equal to the RMS invoiced during the last 12 months before the incident took place. Unless otherwise agreed upon, the customer shall insure at his costs all risks of damage to or by the components of the environment covered by this agreement, with the sole exception of the components owned by I.R.I.S. that are located in the I.R.I.S.'s premises.

6. CONTRACT DURATION AND TERMINATION CONDITIONS

Unless otherwise provided in the relevant Transaction Document, RMS is signed for an initial period of 36 months (3 years) as from signing and shall be renewed tacitly each time for periods of 12 months, unless a 6 months' notice is given by registered mail.

Each party may terminate the RMS for cause immediately and without court intervention upon written notice to the other party in the event that such other party fails to perform any material obligation, through no fault of the party initiating the termination, that remains uncured for thirty (30) calendar days following written notice to such party of the deficiency. In the event that either party (the "Insolvent Party"): (i) becomes insolvent, or institutes or has instituted against it a petition for bankruptcy; or (ii) executes a bill of sale, deed of trust, or a general assignment for the benefit of creditors; or (iii) is dissolved or transfers without adequate compensation a substantial portion of its assets to a third party; or (iv) a receiver is appointed for the benefit of its creditors, or a receiver is appointed on account of insolvency; then the Insolvent Party shall immediately notify the other party of such event and such other party shall be entitled to: (a) terminate this Agreement for cause immediately upon written notice to the Insolvent

Party; or (b) request that the Insolvent Party or its successor provide adequate assurances of continued and future performance in form and substance acceptable to such other party, which shall be provided by the Insolvent Party within ten (10) calendar days of such request, and the other party may terminate this agreement for cause immediately upon written notice to the Insolvent Party in the event that the Insolvent Party fails to provide such assurances acceptable to the other party within such ten (10) day period. In the event that either Party (the "Insolvent Party") is adjudicated bankrupt, this agreement will automatically be terminated with immediate effect.

7. I.R.I.S. CONTACT

All communications (including: complaints, escalating, providing information on changes of the infrastructure, scheduling interventions,…) must go through one of the (and only these) channels specified in the relevant Transaction Document (I.R.I.S. hotline, I.R.I.S. support website, I.R.I.S. support mail address).

8. CUSTOMER CONTACT

Customer's contact in charge with the relation with I.R.I.S., permanently available, and authorised to solve any issue occurring during the execution of this agreement, shall also be specified in the relevant Transaction Document (name and address, e-mail etc.)

F. OTHER PROFESSIONAL SERVICES TERMS

1. PRESENTATION

I.R.I.S. provides also services to its customers in the area of consulting, analysis, system development, technical support and / or assistance as indicated in the task described in the relevant Transaction Document. For the duration of this Agreement, the Customer may order new tasks (hereinafter referred to as "Task"), which will always be described in a Transaction Document and which will be signed by both parties.

2. SERVICES

For the performance of the Tasks, I.R.I.S. will appoint competent staff and employees (hereinafter referred to as "Service Providing Person(s)").
I.R.I.S. retains the exclusive right to select the Service Providing Persons and to replace them – at its own initiative or at the request of the Customer - within the shortest possible time if their qualities are insufficient or if their behaviour endangers the proper completion of the Task.

3. DURATION AND TERMINATION OF A TASK

The parties will agree on an estimated time and means required for the performance of the activities indicated in the Task. The duration of a Task and/or the number of Service Providing Persons required will be determined by I.R.I.S. on this basis. The fact that I.R.I.S. is unable to meet this estimate may not in itself be seen as non-compliance with its obligations.
The end date of the Task is determined based upon the starting date and the estimated duration of the Task. Except in the case of cancellation by one of the parties via registered letter or a letter with receipt at least six (6) months prior to the expiry date, the Task will be tacitly renewed for periods identical to the initial duration of the Task.

4. LOCATION AND CONDITIONS OF IMPLEMENTATION

The Services will be provided at the address of the Customer or at the premises of I.R.I.S.. The Customer agrees to make available to I.R.I.S., free of charge, at least the same work areas, facilities and services as those it would allocate to its own personnel for the performance of similar work.
The Customer will give no orders to the Service Providing Persons and inform I.R.I.S. immediately concerning any difficulties it might have with the Service Providing Persons. It will sign the performance reports without delay that I.R.I.S. submits to it and it will indicate the possible difficulties. The signatory of the reports is held to be a valid representative of the Customer.

5. COOPERATION ON THE PART OF THE CUSTOMER

In the event that the cooperation of an employee of the Customer appears necessary, the Customer agrees to appoint an employee with the required skills and experience for the performance of the tasks to be entrusted to him and which he will fulfil under the exclusive control and authority of the Customer. The Customer agrees to make the appointed employee available to I.R.I.S. for the agreed upon periods.
All expenses resulting from the appointment of employees of the Customer belong to the Customer.
The Customer agrees to make available all access to the systems and the information required that I.R.I.S. deems necessary for performing its task.

6. RIGHTS OF OWNERSHIP

The result of the work performed by I.R.I.S. for the Customer shall become the property of the Customer. The transfer of ownership is only effective after the entire payment of all amounts owed by the Customer within the framework of the Task entrusted to I.R.I.S..
All information, methods, formulas, techniques and all processes, systems and programs developed by I.R.I.S. and utilised within the framework of the performance of a Task, remain the property of I.R.I.S., subject to the rights of third parties.

7. CONFIDENTIALITY

Each party undertakes to keep secret the confidential information that comes to his knowledge in the frame of this Agreement. Except with the prior written consent of the disclosing party, the receiving party shall neither copy nor use confidential information, directly or indirectly, for his own means or for purposes other than the performance of his obligations under this Agreement. The information contained in all documents supplied shall remain the property of the disclosing party and must be returned to him on his first request, and in any case upon termination of this Agreement. Each party shall cause his personnel to comply with the commitment referred to in this article.
The obligation of confidentiality shall not apply to information for which the receiving party can demonstrate that (1) it was already in his possession before the date of communication, (2) it was in the public domain before the date of communication or has since come into the public domain without the receiving party breaching his duty of confidentiality, (3) it was legitimately acquired from third parties who did not breach any confidentiality agreement or (4) it has been self developed or discovered entirely independently of the disclosing party.
The provisions of this article shall continue to apply after termination or expiration of the Agreement.

8. PERSONNEL

Each party agrees that when staffs are present in the offices of the other party, they will be subject to personnel regulations in force there, insofar as they are informed of these.
Each regulation in force at one of the parties must be communicated in writing to the other party before the start of the work and will be included in the documentation concerning the work environment.

The employees of I.R.I.S. will always work under the authority and supervision of I.R.I.S. I.R.I.S. is responsible for the supervision, the management and the work schedule of its personnel.
Tasks may be subcontracted out by I.R.I.S. Each reference to I.R.I.S. personnel in this Agreement also applies to subcontractor's personnel.
In the Transaction Document, the Customer will indicate the collective holidays applicable to the Customer during which no Services need be provided. I.R.I.S. will invoice the collective holidays applicable to the Customer that are not indicated in the Appendices, even though the Services are not able to be performed.

9. LIABILITY

I.R.I.S. will ensure that its Tasks are professionally executed, according to the standards current in the sector. Its obligations constitute obligations of means.
I.R.I.S. will undertake all possible reasonable measures to comply with the assignments of the Customer as determined in the relevant Transaction Document.
In addition to the performance of the application services, the role of I.R.I.S. is limited to studying the environment and providing advice regarding system solutions. The Customer is the only responsible party for the choices it makes.
I.R.I.S. can be held liable only in the case of a serious or wilful misconduct. Under no circumstances may I.R.I.S. be held liable for indirect damage (such as the loss of turnover or profit, financial loss, loss of programs and data, increased operating costs, delays, damage to third parties, …) even if has been informed regarding the risk of such damage.
In any case the cumulative liability of I.R.I.S. within the framework of the implementation of the Tasks described in the relevant Transaction Document is limited to the price of the Task invoiced and paid by the Customer to I.R.I.S. during the calendar year in which the damage occurred, in the implementation of the relevant Task.

10. WARRANTY

IN ANY EVENT AND WITHOUT PREJUDICE TO THE SUB-SECTION 9. ABOVE, THE WARRANTY OF THE PROJECT SHALL NEVER EXCEED A PERIOD ENDING 3 MONTHS AFTER ITS DELIVERY.

11. PRICES

Travel costs, hotel and other daily expenses, as well as additional Services or additional Products, or work performed outside the hours or days stipulated in the Transaction Document are not included in the price and shall be to the Customer's charge, at the then current I.R.I.S. tariff's, available on demand.
The customer will be invoiced monthly. Invoices must be paid in full within 15 days.

12. SUSPENSION OF SERVICES – FIXED INDEMNITY

In the event of non-payment, I.R.I.S. shall be entitled to suspend performance of the Services or part of them, without prejudice to any other remedy and after written notice of fourteen (14) days. During the suspension of the Services, and for a period of six months, I.R.I.S. shall be entitled to issue a monthly invoice equal to the last monthly invoice issued under the relevant Task. All costs and expenses that I.R.I.S. incurs as a result of the suspension and the resumption of the Services shall be charged to the Customer. After resumption of the provision of Services, a period of three months shall be respected before the eventual Service Levels are again measured and evaluated.

13. INTENTION TO TERMINATE A TASK

As soon as the Customer intends to terminate a Task or intends not to extend it, he shall inform I.R.I.S. of this fact. He shall also inform I.R.I.S. when he organises a call for tenders whose subject is the Services defined in the Transaction Document.

The Customer undertakes to inform I.R.I.S. as soon as another service provider has been selected for the provision of the Services and that notice shall release I.R.I.S. from any obligation including (but not limited to) : performance of Services and transfer of know-how

G. I.R.I.S. COMPLEX PROJECTS TERMS

1. PRESENTATION

I.R.I.S. may also offer a Complex Project combining a complex association of Products and Services considered as a whole ("Projects").

2. SEVERAL

Unless otherwise agreed upon in the relevant Transaction Document(s):

a. each Project shall be governed by all the clauses and conditions of every section here above, which could apply to each Product and Service to be delivered pursuant to the Transaction Document. In particular and for avoidance of doubt:

Each component (i.e. Software component or Hardware component) shall be payable after its delivery regardless of the complete project completion;

Each component shall be subject to the warranties that are proper to this component and non-I.R.I.S. branded product shall not be warranted by I.R.I.S. but shall be warranted by the original supplier even if they are integrated in a Project.

IN ANY EVENT AND WITHOUT PREJUDICE TO THE SUB-SECTION A. ABOVE, THE WARRANTY OF THE PROJECT SHALL NEVER EXCEED A PERIOD ENDING 3 MONTHS AFTER ITS DELIVERY.

b. a schedule of phased execution will be given as information.
This planning will be agreed upon between the parties as the execution of the Phases and the complementary studies to be realized in execution of and during the project goes along.

c. the same will be done with regards to procedures of acceptance of the services and supplies to be provided to the customer.
Except derogation, provisional acceptance:

- of time and materials services takes place along with their provision, in absence of reservations expressed by the Customer on the time-sheets drawn up by I.R.I.S. and signed by the Customer, or within 8 days of the sending of the non signed time sheets to the Client.

- of software developed specifically for the Customer takes place when the software has been tested and accepted by the Customer. The tests will be based on the test decks of the Customer, within 15 days of the notification consecutive to the delivery and the installation of the software. The latter will be deemed to be accepted by the Customer at the end of the test period, except reservations notified in writing within the test period. Justified reservations suspend the test period, which will resume by right after I.R.I.S. has notified having provided the necessary services to remediate the issue. If applicable, at I.R.I.S.'s demand, the same way of proceeding will be applied with regards to partial acceptance, as the delivery of the elements of the software goes along.

The provisional acceptance implies the acceptation by the Customer of the conformity of the deliverable with the agreed technical and functional specifications, the transfer of risks and the renunciation to claims for apparent defects.

The definitive acceptance takes place by right 3 months after the provisional acceptance, in absence of reservation notified to I.R.I.S. in writing.

d. At any moment, the Customer can put an end to the project, by paying the invoices related to completed phases, to the services already provided and to the expenses already made in execution of the current phase, as well as the payment of a fixed agreed indemnity of 30% of the amounts that I.R.I.S. would have been able to invoice if the project would have been brought to its completion.