

A.V. Simulation SAS SCANeR(tm)studio Software End User License Agreement

Important: this SCANeR(tm)studio Software End User License Agreement ("EULA") is a legal agreement between you (either an individual or, if purchased or otherwise acquired by or for an entity, an entity) and A.V. Simulation SAS. Read it carefully before completing the installation process and using the SCANeR(tm)studio Software. It provides a license to use the SCANeR(tm)studio Software and contains warranty information and liability disclaimers. By selecting the "Download" or "Install" button and/or using the SCANeR(tm)studio Software, you are confirming your acceptance of the SCANeR(tm)studio Software and agreeing to become bound by the terms of this agreement. If you do not agree to be bound by these terms, then do not install or use the SCANeR(tm)studio Software.

PREAMBLE

A.V. Simulation is the owner of all intellectual property rights necessary to grant you a license to Use the SCANeR(tm)studio Software.

Following SCANeR(tm)studio Software presentation and demonstration by A.V. Simulation, you fully aware of SCANeR(tm)studio Software functionalities and main characteristics and having assessed its requirements extremely precisely, to determine whether they are reconcilable with the SCANeR(tm)studio Software and to make sure that it has the special skills needed to Use it, are willing to sign a SCANeR(tm)studio Software license and A.V. Simulation accepts to grant it such license according to the following conditions.

You acknowledge that A.V. Simulation has provided it with all information necessary to enable it to assess whether the SCANeR(tm)studio Software meets its requirements and to take all necessary precautions with respect to its implementation and Use.

ARTICLE 1 - DEFINITIONS

1.1 - Equipment

Means the computer hardware, consisting of a computer or central processing unit and its peripherals and accessories, intended for the Use of the SCANeR(tm)studio Software.

1.2 - Functional Specifications

They are detailed in the document called SCANeR(tm)studio Features and can be made available upon request. This document can be modified by A.V. Simulation without prior notice.

1.3 - Proprietary Information

Means any information, program, data, and/or documentation of either commercial, technical or business nature, supplied by A.V. Simulation and/or Vendor in any form whatsoever which are marked or may reasonably be presumed to be proprietary and/or confidential, in respect of which A.V. Simulation and/or Vendor reserves all rights and whose confidentiality must be strictly guaranteed under the license.

1.4 - SCANeR(tm)studio Software

Means the complete and documented set of programs intended for the same application or function, developed by A.V. Simulation and/or on which A.V. Simulation owns intellectual property rights necessary for this license.

1.5 - Use

Means the installation of the SCANeR(tm)studio Software in a computer memory, notably RAM memory, hard disc or any other memorization or storage device. The SCANeR(tm)studio

Software may be used on a computer network provided that you have signed as many licenses as the number of copies used simultaneously.

Under this license, the term "Use" refers to the conditions set out in article 3.1.

1.6 - Utilization Site

Means the exact geographical location where the SCANeR(tm)studio Software will be used, to the exclusion of any other location.

1.7 - Vendor

Means any individual or legal entity who or which has granted A.V. Simulation the right to market and sub-license its SCANeR(tm)studio Software to you.

ARTICLE 2 - SCOPE OF LICENSE - TERM

A.V. Simulation hereby grants and you accept, under the terms and conditions of this license, a right to Use the SCANeR(tm)studio Software described the Features document.

The said license is the exclusive purpose of this agreement. Any other service or product shall be addressed in a separate contract. Any document, other than this License, notably your purchase conditions, shall not have contractual value and shall not be binding upon except if A.V. Simulation acknowledges and accepts such document in writing.

This license shall enter into effect immediately and shall remain effective for an indefinite period unless terminated by a condition of the agreement.

ARTICLE 3 - RIGHT OF USE

3.1 - Principle

The right to Use the SCANeR(tm)studio Software is granted by A.V. Simulation to you for indefinite duration (subject to the provisions of Article 8 of the License) under a non-exclusive, non-assignable and non-transferable license solely for your Personal Use on the agreed Equipment and Utilization Site.

"Personal Use" shall be construed as Use for your exclusive purposes by your own employees only, to the exclusion of any third party, or any service bureau or facilities management activity.

License to Use the SCANeR(tm)studio Software shall only be granted to you after full payment of the whole agreed-upon price. As long as this condition has not been fulfilled, you shall not be entitled to claim status as a lawful user of the SCANeR(tm)studio Software and shall have no right to Use it.

The SCANeR(tm)studio Software may be copied only once, in whole or in part (with the proper inclusion of A.V. Simulation's or Vendor's copyright and proprietary notices on the SCANeR(tm)studio Software), only for backup purposes, for replacement of a worn or defective copy.

Upon A.V. Simulation's request, you shall permit A.V. Simulation, from time to time and at reasonable hours, to check or inspect the installations and the licensed SCANeR(tm)studio Software, to verify that you comply with the provisions stipulated in this license.

3.2 - Restricted Acts

By accepting this license, you undertake not to engage in any other applications than those explicitly authorized under this agreement, notably any other reproduction than one backup copy, as well as any correction, translation, adaptation, arrangement or alteration of the SCANeR(tm)studio Software.

Any Use or reproduction by you in other terms shall require a separate contract with A.V. Simulation.

Moreover, A.V. Simulation reserves its exclusive right to correct any errors contained in the SCANeR(tm)studio Software.

3.3 - Observation and Reverse Engineering

According to applicable provisions of EC Directive, May 14, 1991 for Protection of Software you shall be authorized to observe, study and conduct operating tests of the SCANeR(tm)studio Software in order to determine its basic concepts and principles, excluding the reproduction acts provided for in the previous Article.

In the event that you want to obtain information necessary to ensure the interoperability of the SCANeR(tm)studio Software and to make modifications and additions to the SCANeR(tm)studio Software in order to make its Use compatible with other software programs for an application which remains compatible with its designed purpose, you undertake to consult A.V. Simulation before undertaking any such operation. To this end, A.V. Simulation shall be entitled to demand a reasonable fee for supplying such information.

In the event that A.V. Simulation cannot supply the information necessary for this interoperability, you undertake to:

- Inform A.V. Simulation of all actions which will be carried out to permit such an operation, as well as the location and identity of the contractors involved;
- Limit its intervention to those sole parts of the SCANeR(tm)studio Software necessary for interoperability;
- Keep information obtained by decompilation confidential;
- Give A.V. Simulation the benefit of any information obtained by reverse engineering by informing it promptly thereof.

Your rights shall in any event be strictly limited to the French legal framework in force at the date of its investigations or manipulations. Any action exceeding this framework may be deemed a copyright infringement.

ARTICLE 4 - WARRANTY

4.1 - Warranty of media

It being understood that you do not own the medium of the SCANeR(tm)studio Software before having paid the entire price of the license, A.V. Simulation provides you with a warranty for the medium of the SCANeR(tm)studio Software covering it against any defect for a period of three (3) months from the delivery date. A.V. Simulation's sole remedy shall be limited to replacing the defective medium with an identical copy.

4.2 - SCANeR(tm)studio Software warranty

A.V. Simulation warrants that the SCANeR(tm)studio Software, if properly used on the Equipment, substantially conforms to its then current Functional Specifications (Cf. B1.2). Accordingly, A.V. Simulation shall correct free of charge, during a period of twelve (12) months following the delivery date, any reproducible error, duly documented by you. To this end, you shall draw up a written report of such errors, providing all information necessary for their identification by A.V. Simulation. A.V. Simulation shall be supplied with this report as soon as you become aware of any such error.

A.V. Simulation reserves the right to solve such error by means of a bypass solution. You expressly acknowledge that, in the current state of technology, it is impossible to guarantee that the SCANeR(tm)studio Software will continue to operate without discontinuity or bugs, nor that it will satisfy your specific performance requirements or result expectations. The Functional Specifications shall be the sole reference between A.V. Simulation and you.

4.3 - Exclusions

A.V. Simulation disclaims any SCANeR(tm)studio Software warranty notably in the following cases:

- Any error not due to the licensed SCANeR(tm)studio Software;
- Any changes in the Equipment environment or the operating system of the Equipment;
- Defective operation of additions or devices not approved by A.V. Simulation;
- Default due to Use of a software not expressly covered by this license;
- Breakdowns or fluctuations in electric power or the telecommunications network;
- Modifications or alterations in the SCANeR(tm)studio Software made by you or by any third party without A.V. Simulation's express prior consent. The same shall apply in case of a simple attempt at modification;
- Incorrect Use of the SCANeR(tm)studio Software or any Use of the SCANeR(tm)studio Software which does not conform to the documentation and/or A.V. Simulation's instructions;
- So-called "fleeting" errors, i.e. errors which you cannot reproduce in A.V. Simulation's presence.

For any intervention in any such case, A.V. Simulation shall bill you for time spent on their correction at the rate in force at the date of intervention, as well as any travel and accomodation costs incurred by A.V. Simulation's personnel.

The warranties and remedies set forth in this Article are exclusive and in lieu of all others, oral or written, express, implied or statutory. Whatever the ground of your claim may be, A.V. Simulation sole obligation under this warranty shall be to ensure that the SCANeR(tm)studio Software conforms to its Functional Specifications as set out in article 4.2.

ARTICLE 5 - INTELLECTUAL PROPERTY

5.1 - Principle

Title to, ownership of, and all applicable rights in patents, copyrights, trade secrets and all other industrial and intellectual property rights in the SCANeR(tm)studio Software or its backup copy or part thereof shall not transfer to and shall remain vested in A.V. Simulation or Vendor. Each SCANeR(tm)studio Software provided hereunder is proprietary to A.V.

Simulation or Vendor, and you agree to be bound by and observe the proprietary nature thereof. You shall not provide or otherwise make available any SCANeR(tm)studio Software or any part or copies thereof to any third party.

Moreover, A.V. Simulation shall in no event be obliged to grant or maintain more rights than it itself holds to the SCANeR(tm)studio Software.

You shall not acquire any other right to the SCANeR(tm)studio Software than those expressly granted under this license and shall at no time acquire any intellectual property right to the SCANeR(tm)studio Software.

You undertake to preserve all intellectual and industrial property markings, notably the copyright and trademarks of A.V. Simulation and/or its Vendor with respect to the SCANeR(tm)studio Software, its documentation and any Proprietary Information. You undertake to ensure that these provisions are complied with by its staff and any third party who may have access to them.

5.2 - Ownership Warranty

A.V. Simulation warrants and represents that it is the legitimate holder of all intellectual property rights attached to the SCANeR(tm)studio Software or otherwise has acquired sufficient rights in the SCANeR(tm)studio Software to license it to you.

A.V. Simulation shall hold you harmless from any claim, proceeding or action brought against the latter by any third party claiming that the SCANeR(tm)studio Software infringes its industrial or intellectual property rights and shall personally deal with any such claims. In this case, A.V. Simulation's obligations shall be expressly subject to the following conditions, provided that :

- You promptly inform A.V. Simulation by registered letter with notice of receipt of any claim or action for infringement of industrial or intellectual property right in connection with the SCANeR(tm)studio Software;
- You provide A.V. Simulation with all information in respect of such claim;
- You grant A.V. Simulation exclusive control over the defense of the claim and all necessary actions to settle the dispute;
- You fully cooperate and, at its own expense, assist A.V. Simulation in every aspect connected with the defense, dispute or settlement of the claim.

Failing this, you shall have no remedy against A.V. Simulation under this Article.

A.V. Simulation shall bear the costs of expenses and damages which you would have to pay pursuant to a court final decision. However you shall be responsible for any payment or consequences of any settlement concluded without prior formal approval from A.V. Simulation .

In the event that the Use of the SCANeR(tm)studio Software is likely to lead to a claim for infringement, A.V. Simulation shall at all times be entitled, at its own option and expense, to:

- Replace the licensed SCANeR(tm)studio Software by a software which does not infringe any rights,
- Modify the SCANeR(tm)studio Software in order to eliminate any infringing part;
- Take back the infringing SCANeR(tm)studio Software and refund you the corresponding portion of its fee, after an abatement for depreciation calculated over the SCANeR(tm)studio Software Use time;
- Obtain for you the right to continue using the infringing SCANeR(tm)studio Software.

The warranties and remedies provided by A.V. Simulation in relation to industrial and intellectual property right infringement as set forth in this article are exclusive and in lieu of all others.

A.V. Simulation makes no representation and specifically disclaims all warranties and any liability towards you if the claim for infringement results from the following actions brought by any other party than A.V. Simulation:

- Integration of the SCANeR(tm)studio Software in any equipment, system or computer program supplied by a third party;
- Any unauthorized modification or alteration of the SCANeR(tm)studio Software by you or by a third party in accordance with your instructions;
- Any modification or alteration of the SCANeR(tm)studio Software by A.V. Simulation in accordance with your specific instructions;
- Use of the SCANeR(tm)studio Software for any other purpose than its intended one .

5.3 - Reciprocity

You warrant and represent that it is the legitimate holder of all rights to Use and modify and in general all intellectual property rights attached to the items which it may make available to A.V. Simulation. Failing this and should a claim be filed by a third party, you shall be

personally responsible for and bear all consequences of such claim and shall hold A.V. Simulation harmless from any recourse.

Moreover, you shall indemnify and hold A.V. Simulation harmless from any loss, cost or expense suffered or incurred in connection with any claim, suit or proceeding brought against A.V. Simulation which alleges that the modification or alteration of the SCANeR(tm)studio Software stated below constitutes an infringement.

- Integration of the SCANeR(tm)studio Software in any equipment, system or computer program supplied by a third party;
- Any unauthorized modification or alteration of the SCANeR(tm)studio Software by you or by a third party in accordance with your instructions;
- Any modification or alteration of the SCANeR(tm)studio Software by A.V. Simulation in accordance with your specific instructions;
- Use of the SCANeR(tm)studio Software for any other purpose than its intended one .

In any event A.V. Simulation reserves its right to institute proceedings, notably in case of infringement.

ARTICLE 6 - PENALTY

In the event of infringement of the copyright of A.V. Simulation or its Vendor, or breach of the confidentiality of Proprietary Information, notably in the event of transfer of the right to Use the granted SCANeR(tm)studio Software and documents to any unauthorized third party, A.V. Simulation reserves the right to collect a penalty equal to three (3) times the license fee of the SCANeR(tm)studio Software as agreed upon in this agreement. This penalty shall apply to any infringement, without prejudice to any damages and costs which A.V. Simulation may be entitled to claim.

ARTICLE 7 - LIABILITY

7.1 - Loss of data

It shall be your responsibility to protect you by any means at your discretion (notably by making backup copies of your data) against risks of destruction of your data or damages to your files. Accordingly, you waive any right to claim liability on A.V. Simulation's part in such case.

7.2 - Limitation of liability

A.V. Simulation shall not repair any indirect damage, irrespective of the grounds, such as loss of income, commercial or financial loss or increased expenses, due to recourse by a third party or a loss stemming from or consequential to this agreement, as well as any damage to persons or property distinct from the scope of the license.

ARTICLE 8 - TERMINATION

The SCANeR(tm)studio Software license shall be duly terminated at your liability if you fail to comply with the provisions of this license including its financial terms or if it carries out the following actions without A.V. Simulation's prior written consent, i.e.:

- you resell the Equipment on which the SCANeR(tm)studio Software is used or allow it to be encumbered by guarantees;
- you transfer the SCANeR(tm)studio Software outside the Utilization Site;
- you disclose or attempt to disclose the SCANeR(tm)studio Software to a third party.

In such case, you shall, subject to application of penalty specified in Article 6 and to any applicable legal penalty:

- Immediately cease to Use the SCANer(tm)studio Software ;
- Return all original items received for the purpose of this license, such as digital media and documentation, as well as any copies of these items, including the backup copy;
- Pay all remaining due sums as well as all penalties provided for under the agreement.

In the event you cease to Use the SCANer(tm)studio Software, it shall return all original items received for the purpose of this License, such as magnetic media and documentation, as well as any copies of these items, including the backup copy. In such case, you shall not be entitled to any reimbursement or compensation of any kind.

ARTICLE 9 - EXPORT RESTRICTIONS

In respect of the origin and source of certain products, you undertake to comply with all applicable export rules.

ARTICLE 10 - Governing Law and disputes

THIS AGREEMENT AND THE DEEDS WHICH RESULT FROM IT ARE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF FRANCE.

IN THE EVENT OF A DISPUTE ENSUING FROM THE INTERPRETATION OR THE PERFORMANCE OF THIS AGREEMENT, A.V. Simulation AND YOU UNDERTAKE TO INITIALLY SEEK A FRIENDLY SOLUTION.

IF SUCH A SOLUTION CANNOT BE REACHED, THE DISPUTE WILL BE FOR THE EXCLUSIVE COMPETENCE OF THE COURTS OF PARIS, NOTWITHSTANDING PLURALITY OF DEFENDANTS OR INTRODUCTION OF A THIRD PARTY.