

## INFORMATION SUBSCRIPTION AGREEMENT

A\_\_\_\_

This Subscription Agreement is concluded between:

The Company \_\_\_\_\_, SA with a capital of \_\_\_\_\_ €, registered to the Registre du Commerce et des Sociétés de \_\_\_\_\_, under the N° \_\_\_\_\_, having its headquarters \_\_\_\_\_, represented by M. \_\_\_\_\_, \_\_\_\_\_,

(Hereinafter the "Subscriber ")

and

The Company LOGITAS®, SA with a capital of 38112€, registered to the Registre du Commerce et des Sociétés de CRETEIL, under the N° B379610041, having its headquarters Espace Jean Monnet, Parc d’Affaires SILIC , 47, rue des Solets, BP 10157, F-94533 RUNGIS, represented by Mr \_\_\_\_\_, \_\_\_\_\_,

### DEFINITIONS

**Subscription, or Subscription Agreement:** means this agreement concluded between the Subscriber and Logitas so as to be informed of:

- the Deposit status of a Software of which the Subscriber is a legitimate user;
- the closure of the Deposit concerning him or the termination of the Deposit Agreement between Logitas and the Depositor,
- the withdrawal of a part of the Deposit.

**Subscriber:** means the Beneficiary party to this Subscription Agreement.

**Beneficiary:** means any natural or legal person with a legitimate right to access the Deposit. The Special Agreement and/or the Deposit Agreement may designate one or more Beneficiaries by name.

**Certificate of Deposit:** means the document issued by Logitas and sent to the Depositor and to the Subscriber, subject to payment in full by the recipient of any sum invoiced by Logitas on its due payment date. The Certificate of Deposit describes the items and information comprising the initial Software Deposit and each Update of that Deposit, and the list of verifications carried out by Logitas and described in Section III “Verification of Content of Deposit”.

**Source Code:** means all source code, procedures, development and maintenance documentation necessary to the correction or modification of all or part of the Software.

**Deposit Agreement:** means the agreement concluded between a Depositor and Logitas in view of the storage of the Source Code of the Software.

**Special Agreement:** means any agreement concluded between a Depositor and the Subscriber, which grants a right of use to the Subscriber over the Software deposited on the basis of a Deposit Agreement and/or entailing an obligation to deposit Source Code at the charge of the Depositor on the basis of corrective and/or evolutive maintenance of the Software and/or entailing service and/or operational continuity obligations for the Depositor.

**Self-Declaration:** Document prepared by the Depositor accompanying any initial Deposit or Update. The Self-Certificate notably describes:

- (i) The Software or intangible asset concerned, in accordance with what is also mentioned in the licenses granted to the Beneficiaries, as well as the version numbers or technical status dates;
- (ii) The development, packaging and deployment environments to be redeployed and parameterized so as to be able to rebuild the Software based solely on the Deposit items;
- (iii) A list (in the form of a tree structure) of the items deposited permitting in particular to find the Source Code of each constituent module or component of the Software as described in point (I) above;
- (iv) The type of storage device as well as the possible playing, copying, loading procedures, etc.

**Final Default:** Any final disappearance by the Depositor without his contractual maintenance and monitoring and/or service and/or operational continuity obligations with respect to the Software as defined in the Special Agreement or, otherwise, in this Subscription Agreement, being assumed by a transferee appointed by name within a maximum period of thirty (30) Days from ascertainment of the disappearance of the Depositor by any means and, more generally, any final discontinuance of maintenance and/or continued operation of all or part of the Software, whether at the Depositor's own initiative or following his court-ordered reorganization or liquidation. A complete or partial withdrawal of the Deposit items (components, versions, special developments, etc.) shall be considered as a "Final Default" within the meaning of this Subscription Agreement. In the event of total or partial withdrawal of the Deposit items, Logitas shall so inform the Subscriber.

**Temporary Default:** Any temporary inability by the Depositor to ensure his contractual maintenance and/or monitoring and/or service and/or operational continuity services with respect to the Software, as defined in the Special Agreement, or otherwise in this Subscription Agreement.

A Temporary Default may also be invoked in case of an urgent maintenance need that is not satisfied due to a malfunction of the Software resulting in complete or partial operational impossibility.

**Depositor:** means the natural or legal person having concluded with Logitas a Deposit Agreement concerning the Deposit subject matter hereof.

**Deposit:** means all of the Codes Source, documents and information on the Software covered by the initial Deposit and described in the Self-Certificate, including the Self-Certificate itself.

**Day:** means a calendar Day.

**Software:** means the intangible asset items of the Depositor covered by the Deposit described in Schedule 2 hereof.

**Update:** means the modified items of an initial Software Deposit.

**Fee:** price of the service, as defined in Section X (Financial Terms).

**Deployable Version:** means the version of the Software to be deployed in production, and produced based only on the constituent items of the Deposit, on the hardware and software platforms described in the Self-Certificate.

## I – PURPOSE

The Subscription Agreement has for its purpose to define the information supplied by Logitas to the Subscriber on the Deposit, as well as the conditions in which the Subscriber may be provided a copy of the Deposit by Logitas.

The Subscriber shall advise Logitas in writing of the names and positions of the persons authorized to receive information concerning the Software covered by the Deposit and, as applicable, copies of the Deposit.

## II - SUBSCRIPTION OF SUBSCRIPTION AGREEMENT

To subscribe to this Subscription Agreement, the Subscriber must fulfill one of the following conditions:

- (i) So request Logitas, such request being accompanied by a copy of the Special Agreement concluded with a Depositor; or
- (ii) Obtain the written authorization of the Depositor, expressly indicating the name, address, and status of the Subscriber. This authorization of the Depositor can be temporary or permanent.

### III – VERIFICATION OF CONTENT OF DEPOSITS

The Deposit is made under the responsibility of the Depositor, who shall deliver to Logitas a Self-Certificate with a precise list of the items deposited. The Self-Certificate shall be delivered by the Depositor together with all additional deposits to the initial Deposit.

Each initial Deposit as well as each annual Update will be the subject of a verification by Logitas, aimed at assessing their completeness and the coherency between the Deployable Version of the Software and the corresponding version of the Source Code. The Verification is carried out at the Depositor's premises upon the delivery of its constituent items. It is carried out in the presence of a representative of the Depositor, either (i) on a computer of the Depositor, or (ii) at any location and/or on any other computer chosen by mutual agreement between the Depositor and Logitas.

The verifications thus carried out notably aim at assessing:

- The identification of the development and integration environments as well as the detailed installation and parameterization procedures for such environments,
- The play and load procedures for devices,
- The manufacturing procedures for the deployable versions,
- The installation procedures for these deployable versions and short test of proper operation,
- The completeness and coherency of the technical development and maintenance documentation.

The verification process may also foresee, with the formal consent of the Depositor, the delivery by Logitas to the Subscriber of a Deployable Version produced from the items deposited with Logitas and in the presence of a representative of Logitas.

#### **Certificate of Deposit**

At the end of the verification whose outcome is deemed satisfactory by Logitas, Logitas shall issue a Certificate of Deposit which (i) mentions the details of the satisfactory Verifications performed by Logitas, and (ii) reiterates the main Deposit items.

Logitas shall address an original copy of the Certificate of Deposit to the Depositor and to the Subscriber, subject to payment in full by the recipient of any sum invoiced by Logitas on its due payment date.

#### **Audit of the Deposit at the request of the Subscriber**

The Deposit may be the subject of a verification by the Subscriber, with the formal consent of the Depositor and in his presence. The verification of the Deposit shall be carried out on the Depositor's machines or at any other location agreed to by the Depositor, Logitas and the Subscriber.

The financial cost of the audit shall be borne by the Subscriber.

The audit may not have for its result of consequence a total or partial delivery of the Deposit or of the Source Code to the Subscriber, unless the Depositor and the Subscriber have agreed that the Subscriber may receive a Deployable Version, produced solely on the basis of the content of the Deposit, and on which the Subscriber may carry out his own functional validation.

### IV – DELIVERY OF A COPY OF THE DEPOSIT IN CASE OF FINAL DEFAULT

Subject to payment in full of the Fees, the Subscriber may request a copy of the Deposit from Logitas:

- (i) if the Depositor is in a Final Default situation; or
- (ii) if the Subscriber considers, under his sole responsibility, that the Depositor will come to be in a situation of Final Default in a timeframe such that the Subscriber will need to receive a copy of the Deposit so as to be able to ensure or have ensured the continuity of the Software maintenance, operation or service.

The delivery of a copy of the Deposit shall take place at the cost of the Subscriber, following a written request by the Subscriber sent to Logitas by registered letter with return notice, as per the procedure described below (unless otherwise provided in the Special Agreement).

The request should be accompanied by:

- (i) a copy of the applicable Special Agreement and, as the case may be,
- (ii) any supporting document, such as notice of court-ordered liquidation, official notice served by an attorney or a report by a bailiff.

Upon receipt of the request, it shall be transmitted within 5 (five) Days by Logitas (by registered letter with return notice) to the Depositor so as to allow the latter to respond to the claims and accept or refuse, as the case may be, the communication of a copy of the Deposit to the Subscriber. This request shall be accompanied by a copy of the documents supplied by the Subscriber so that the Depositor can verify its validity.

In the event the Special Agreement provides for conditions, procedures and time periods for the delivery of a copy of the Deposit different from those contained in this Subscription Agreement, Logitas shall perform the instructions found in the Special Agreement, in priority over the conditions provided for in this Subscription Agreement and inasmuch as such special conditions can reasonably be performed by Logitas. Special Agreement(s) must be transmitted to Logitas in the French or English language.

Upon the issuance by Logitas of the registered letter with return notice transmitting the request made by the Subscriber, i.e., **T0**, the following procedure shall apply:

- a) In case of silence by the Depositor for **21 (twenty-one) Days** following T0, Logitas shall accede to the request and make available a copy of the Deposit to the Subscriber in accordance with Section VII.
- b) In case of consent by the Depositor expressed by registered letter with return notice, within **21 (twenty-one) Days** following T0, Logitas shall accede to the request and make available a copy of the Deposit to the Subscriber in accordance with Section VII.
- c) In case of refusal by the Depositor expressed by any written means (fax, email, unregistered letter) within **21 (twenty-one) Days** following T0, the challenge shall be settled under the conditions described in Section VIII "Disputes in connection with a request for delivery of the Deposit".

In any event, despite the possible refusal by the Depositor of a request by a Subscriber, Logitas may not refuse to deliver a copy of the Deposit if so ordered by a court, in particular pursuant to an order in summary proceedings, or an arbitral award issuing from the performance of agreements between the Depositor and the Subscriber.

Logitas shall deliver a copy of all of the items deposited only in the requested version, in accordance with the Special Agreement produced by the Subscriber and to the extent that the Deposit is delivered on devices whose clearly identified content corresponds to the licenses granted to the Subscriber.

In any case, copies of the deposited items shall be delivered after payment in full of the corresponding costs.

The items thus supplied are provided for exclusively personal purposes so as to recover control over the relevant Software in compliance with the Special Agreement and in no case entail any transfer of title from the defaulting Depositor to the Subscriber.

## **V – URGENCY PROCEDURE: DELIVERY OF A COPY OF THE DEPOSIT IN CASE OF TEMPORARY DEFAULT**

In the event the Subscriber ascertains a Temporary Default, subject to payment in full of the Fees, the Subscriber may request Logitas to implement the urgency procedure described below.

Each Subscriber may request a copy of the Deposit from Logitas:

- (i) if the Depositor is in a Temporary Default situation; or
- (ii) the Subscriber considers, under his sole responsibility, that the Depositor will come to be in a situation of Temporary Default in a timeframe such that the Subscriber will need to receive a copy of the Deposit so as to be able to ensure or have ensured the continuity of the Software maintenance, operation or service.

In the event the Special Agreement contains no provision on the maximum lead time for maintenance intervention, the Temporary Default shall be ascertained by an independent expert commissioned by the requesting Beneficiary, or in the context of summary proceedings seeking a declaratory judgment that the Depositor is in a situation of Temporary Default.

In the event the Special Agreement contains conditions, procedures and lead times for delivery of a copy of the Deposit different from those contained in this Subscription Agreement, Logitas shall perform the instructions found in the Special Agreement, in priority over the conditions provided for in this Subscription Agreement and

inasmuch as such special conditions can reasonably be performed by Logitas. Special Agreement(s) must be transmitted to Logitas in the French or English language.

The delivery of a copy of the Deposit shall take place at the cost of the Subscriber, following a written request by the Subscriber sent to Logitas by registered letter with return notice, as per the procedure described below (unless otherwise provided in the Special Agreement).

The request should be accompanied by:

- (i) a copy of the applicable Special Agreement and, as the case may be,
- (ii) any supporting document, such as official notice served by an attorney or a report by a bailiff, an expert's report or an order in summary proceedings.

Upon receipt of the request, it shall be transmitted within 5 (five) Days by Logitas (by registered letter with return notice) to the Depositor.

Upon the issuance by Logitas of the registered letter with return notice transmitting the request made by the Subscriber, i.e., **T0**, the following procedure shall apply:

- a) In case of silence by the Depositor for **8 (eight) Days** following T0, Logitas shall accede to the request and make available a copy of the Deposit to the Subscriber in accordance with Section VII.
- b) In case of consent by the Depositor expressed by registered letter with return notice, within **8 (eight) Days** following T0, Logitas shall accede to the request and make available a copy of the Deposit to the Subscriber in accordance with Section VII.
- c) In case of refusal by the Depositor expressed by any written means (fax, email, unregistered letter) within **8 (eight) Days** following T0, the challenge shall be settled under the conditions described in Section VI "Disputes in connection with a request for delivery of the Deposit".

## **VI – DISPUTES IN CONNECTION WITH REQUESTS FOR DELIVERY OF THE DEPOSIT**

Any dispute arising in the cases contemplated in Sections IV and V shall be submitted to an independent arbitrator, chosen by mutual agreement between the Depositor and the Subscriber.

If the Parties are unable to agree on an arbitrator within fifteen (15) Days following the date of commencement of the procedure, the latter shall be designated by Logitas within eight (8) Days.

The expert chosen by Logitas shall enter his award as an expert, within a maximum of fifteen (15) Days. He shall notably ascertain (i) the existence, at the Beneficiary, of an effective Temporary or Final Default and that the correction thereof is a matter for the Depositor, and (ii) the absence, at the Depositor, of the human and/or technical resources to assume his contractual maintenance obligations. The expert's conclusions shall be delivered to the Parties in writing. His decision shall be binding on the Parties and immediately enforceable. The expertise costs shall be borne by the Subscriber.

## **VII – ARRANGEMENTS FOR DELIVERY OF THE DEPOSIT**

If a Subscriber has a right to access a Deposit under the conditions of Sections IV, V and VI above, Logitas shall deliver to the Subscriber, on the premises of Logitas and subject to payment by the Subscriber of the access fees, a copy of the Deposit in the relevant version.

## **VIII – USE OF THE DEPOSIT BY THE SUBSCRIBER**

The Deposit does not imply on the part of the Depositor any assignment of his intellectual property rights in and to the Software, either to the benefit of Logitas, or to that of the Subscriber in the event of access to the Deposit. The Subscriber's rights to the Software are exclusively limited to the user rights granted to him by the Depositor in the Special Agreement.

A Subscriber who is delivered a copy of the Deposit by Logitas may only use the Deposit items so as to make the Software comply with its intended use and ensure corrective and/or evolutive maintenance, to the exclusion of any other use, in accordance with Section L.122-6-1 of the Intellectual Property Code.

Subject to the provisions of the Special Agreement, the Subscriber only disposes of the right to modify the Source Code and to recompile the Software, so as to produce a new Deployable Version.

If the Subscriber modifies the Source Code, the Subscriber shall only be the proprietor of the intellectual property rights over that part of the Source Code modified by the Subscriber.

## **IX - OBLIGATIONS OF LOGITAS**

- a) Logitas shall send a Certificate of Deposit to the Subscriber every year under this Subscription Agreement.
- b) Logitas and the Subscriber shall meet once yearly so as to review any possible discrepancies between the deposited versions and the deployed versions as well as the deposit procedures underway.
- c) Logitas shall notify the Subscriber by registered letter, immediately upon obtaining knowledge of the Final Default of the Depositor, including the complete or partial withdrawal of the Deposit items.
- d) Logitas shall refresh the magnetic storage devices at the Depositor's request, as per the Deposit Agreement concluded between Logitas and the Depositor. Logitas disclaims all liability due to the illegibility of devices resulting from the Depositor's failure to refresh the storage devices.

Logitas shall be released from its obligations under a), b) and c) above if the Subscriber has not made full payment of any amount invoiced by Logitas on its due payment date.

## **X – FINANCIAL TERMS**

### **Price of the service**

The Fee is an annual subscription fee payable in advance. Prices are defined in schedule 1. Miscellaneous costs (consultation, copy of a deposited software, etc.), which are not included in the price for this subscription, are also defined in schedule 1. Other special terms are also featured in schedule 1.

Copies of magnetic, optic or assimilated storage devices shall be the subject of a quote.

The devices, production costs of copies as well as additional costs due to the specificity of the technical environment or to a special request shall be borne by the Subscriber. The Subscriber may supply all or part of the means necessary to make copies. In such case the quotes shall only include the costs in connection with travel, the time spent by Logitas and the resources necessary that are not supplied by the requesting party.

### **Price review**

Prices shall be reviewed annually as per the mechanism featured in schedule 1.

### **Common Provisions**

Any delay in making payment by the Subscriber on the agreed due payment date shall entail the immediate payability of all sums owed and the right for Logitas to terminate the Subscription Agreement under the conditions set forth in Section XII "Termination of Subscription Agreement".

In case of non-payment on the contractual due payment dates, any unpaid amount shall automatically carry interest at 3 times the legal interest rate.

## **XI – TERM OF SUBSCRIPTION AGREEMENT**

The Subscription Agreement is effective as of the date of its execution by the Subscriber. It is concluded for an initial period of one (1) year and may be extended for one-year periods, unless terminated by either of the Parties by giving notice sent by registered letter at least ninety (90) Days before the expiry of the period underway.

## **XII –TERMINATION OF SUBSCRIPTION AGREEMENT**

In the event of breach by a Party of any material obligation (for example, payment of the Fee by the Subscriber), the other Party may, thirty (30) Days following official notice of breach and opportunity to perform the relevant obligation that shall have remained uncured, notify termination by right of this Subscription Agreement, without any other judicial or other formality and without prejudice to that Party's right to claim compensatory damages on that basis.

### **XIII –CONFIDENTIALITY**

In a general way, all information disclosed by a Party to the other or to which a Party has had access in the course of the conclusion and/or performance of this Subscription Agreement, regardless of their nature (technical, financial, commercial, strategic, IT etc.) shall be deemed confidential, whether disclosed in a tangible format (contained inside a tangible storage device, regardless of its form or nature), or in an intangible format (by oral, electronic or audiovisual means etc.).

The Code Source and the Deposit are deemed to be confidential information.

However, shall not be deemed confidential, information in respect of which the disclosing Party can show:

- (i) that such disclosure was imposed in application of a mandatory rule of law or enforceable court decision;
- (ii) that it was disclosed with the prior written authorization of the other Party or that the disclosure was made by the other Party;
- (iii) became publicly known prior to disclosure or was part of the knowledge of those skilled in the art upon its disclosure, other than by, in both cases, a breach, voluntary or not, of a confidentiality obligation with respect to the party having disclosed the relevant information;
- (iv) was independently developed by it without recourse to confidential information within the meaning of this section;
- (v) was received by it from a third party without any breach of a confidentiality obligation of which the disclosing party had knowledge.

Any Party receiving confidential information from the other Party agrees to preserve its secret nature, and only to use it in the performance of this Subscription Agreement and recognizes that such information is and remains, under all circumstances, the property of the disclosing Party.

Each of the Parties agrees to comply with their obligations arising under this section throughout the entire term of performance of the Deposit Agreement and for five (5) years after its expiration, for whatsoever reason.

### **XIV – LIABILITY - INSURANCE**

Each Party shall be liable towards the other Party for any direct damages resulting from the non-performance of the Subscription Agreement, within a limit of the lower of the following amounts: (i) the amount of the Fees effectively paid to Logitas by the Subscriber for the relevant Deposit per contractual year, (ii) the sum of €10,000 (EUR ten thousand), on all counts of damages. This cap on liability does not apply in case of gross negligence or willful misconduct.

Logitas represents holding, from a reputable insurance company, insurance covering any general third party liability and professional liability it may incur on the basis of the performance of Deposit Agreement.

### **XV – MISCELLANEOUS**

#### **Force Majeure**

The liability of Logitas cannot be incurred in the event performance of its obligations is delayed, restricted or made impossible due to the occurrence of an event of force majeure or frustration. Are expressly considered to be events of Force Majeure, besides external, unforeseeable or uncontrollable events, exceptional bad weather conditions, acts or omissions by a public authority, rebellions, insurrections, riots, declared or undeclared wars, strikes, acts of sabotage, theft, acts of vandalism, explosions, fires, lightening, floods or other natural catastrophes, exceptional electric disturbances. In case of the occurrence of an event of Force Majeure, the performance of its obligations by Logitas is suspended. Each of the parties shall bear all of their respective costs arising out of the occurrence of the event of Force Majeure.

#### **Severability**

In the event any provision whatsoever of the Deposit Agreement is held to be invalid or unenforceable by a final decision on the merits of an action with res judicata effect, the parties agree to attempt to limit, to the extent reasonably practicable, the scope of such invalidity or unenforceability such that the other contractual provisions shall remain in force and the contractual balance of the Deposit Agreement is respected. In such event, the parties agree to renegotiate in good faith the drafting of a new provision to replace the invalid or unenforceable provision severed.

**No Waiver**

No failure to exercise or delay in exercising a right or prerogative by a party may be construed as a waiver of that right or prerogative to the benefit of the other party. Similarly, the exercise of a single right or the partial exercise of a right or prerogative does not preclude the exercise of any other right or prerogative provided in the Deposit Agreement. No waiver shall be effective failing a written amendment executed between the parties.

**Entire Agreement – Assignment - Interpretation**

The Subscription Agreement is concluded intuitu personae and may not be the subject of any complete or partial assignment, with or without good and valuable consideration, by the Subscriber, failing prior Notification to Logitas. The Subscription Agreement represents the entire understanding between the Parties with respect to the services covered by it and supersedes and replaces any prior documents, understandings or agreements concluded between the Parties with respect to the same services. The Subscription Agreement may only be modified pursuant to a written amendment.

**Governing law and choice of venue**

The Subscription Agreement is governed by the laws of France, both as regards procedural and substantive rules.

IF THE SUBSCRIBER IS A TRADER WITHIN THE MEANING OF THE COMMERCIAL CODE, IN APPLICATION OF ARTICLE 48 OF THE CODE OF CIVIL PROCEDURE, FAILING AMIABLE RESOLUTION OF ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THE INTERPRETATION, PERFORMANCE OR TERMINATION OF THIS AGREEMENT, THE PARTIES EXPRESSLY AGREE TO SUBMIT TO THE JURISDICTION OF THE COMMERCIAL COURT OF PARIS, INCLUDING FOR SUMMARY PROCEEDINGS.

Executed in Paris in two (2) originals, on \_\_\_\_\_

For Company \_\_\_\_\_  
Mr \_\_\_\_\_

\_\_\_\_\_

For **LOGITAS**  
Mr \_\_\_\_\_

\_\_\_\_\_