

SUPPORT AND SOFTWARE UPGRADE AGREEMENT

BETWEEN

CENTREON, a limited liability company (LLC), with a share capital of 500.000 EUR, registered in France under number 483 494 589 RCS Paris, whose registered office is 46/52 rue Albert, 75013 Paris, acting through its legal representative, duly authorized hereby,

Hereinafter "**CENTREON**",

And

The company signatory of the Order Form (such as defined hereinafter), or designated in the Order form signed in its name and on its behalf by its authorized representative, as the beneficiary of the Agreement (such as defined hereinafter),

Hereinafter the "**User**",

CENTREON and the User are hereinafter referred to jointly as the "**Parties**" and individually as "**Party**".

1. PURPOSE AND CONTRACTUAL DOCUMENTS

The object of these contractual stipulations is to define the conditions under which CENTREON provides to the User a technical support and assistance on Product(s) (such as defined hereinafter) listed in the Order Form (such as defined hereinafter) and access to the Product Upgrades (such as defined hereinafter), by or on behalf of the User for the duration of the granted License. These contractual stipulations and the Order Form together constitute the agreement (hereinafter the "**Agreement**").

Any services, non-expressly included in the provisions described hereinafter, in particular the installation assistance, the operational use of Patches (such as defined hereinafter) or the operational use of Product(s) Upgrades (such as defined hereinafter) or even the training, are subject to an additional payment.

2. DEFINITIONS

"**Documentation**" refers to guides and instruction manuals and all other document relating to the Product and/or the Personalization, whatever its medium, delivered to the User with the Product and/or the Personalization, describing the functionalities and the operating instructions and necessary to their use.

"**Error**" refers to the situation indicated by or on behalf of the User in which the Product(s) does not comply with the Documentation, reproducible in the presence of CENTREON.

"**License**" refers to the License of use granted to the User by CENTREON for the Product(s) pursuant to a distinct license agreement.

"**Maintenance**" refers to Product Upgrade, Audit, setting, control and checking, such as described in this Agreement.

"**Order Form**" refers to the document, to which these stipulations are annexed, handed over to the User and signed by it at the time of the order, which defines notably the list of the Product(s) that are the object of the support and software upgrade services, the price of these services and some of their terms and conditions. The Order Form and the present stipulations together form an integrated whole (hereinafter the "**Agreement**").

"**Patch**" refers to the fixing or rewriting of the Product code in order to rectify an Error, including corrections to the Documentation. The solution can be temporary or permanent.

"**Personalization**" refers to all specific developments operated by CENTREON on request of the User in respect with a development project concomitant to or prior to this Agreement. Personalization is not a part of the standard delivered product.

"**Request for change**" refers to the request to modify monitoring or reporting devices, scripts or general settings without modifying the Product.

"**Request for development**" refers to the request to add, modify or develop the Product(s), via research and development works.

"**Product**" refers to the Product(s) identified in the Order Form, composed of one or more computer program(s) developed by CENTREON, used in their original version(s) supplied by CENTREON and without any modification on the User's initiative. The Product(s) require the use of the Centreon software package, developed and published by CENTREON under GPL v2 or Apache license, which the User acknowledges having read the terms and accepting them.

"**Third-Party Product**" refers to the computer program(s) non-developed by CENTREON and non-listed in the Order Form. The support of Third-Party Product is operated by their respective publishers, and is not subject to this Agreement.

"**Ticket**" refers to the opening of an Error report through the Web platform hosted by CENTREON. A Ticket can be opened by CENTREON or by the User. Each Error indicated by the User is subject of a Ticket declaration.

"**Upgrades**" refers to the modification of the Product(s) and/or the Personalization expressly designated by CENTREON and on its sole discretion as an Upgrade, which includes a new version of a particular program constituting all or part of a Product.

"**User Environment**" refers to the User's computing system(s), comprising notably the servers, the operating system(s), and the network connections on which the Product(s) will be installed and used.

"**Workaround**" refers to the change of procedures followed by the User in order to avoid an Error without obstructing the essential functions of the Product(s).

3. UPGRADES

CENTREON performs Upgrades, improvements and modifications of the Product(s), which are provided to the User for the supported versions of the Product(s) such as defined at article 4 hereinafter. CENTREON provides the User with the maximum information concerning the scope of the Upgrades, whether it is minor or major, as well as the nature of the performed modifications.

CENTREON may, in exceptional circumstances, demand to install imperatively an Upgrade if this Upgrade is essential for the proper execution of the support service, object of this Agreement (except Upgrades with an additional cost).

Upgrades installation, associated with Maintenance, is performed by the User. Maintenance of the User Environment is also up to the User.

The User can however entrust CENTREON with the performance of these tasks within the framework of a distinct service agreement.

The User is aware that the Upgrade installation can, in certain cases, require:

- the upgrade of Third-Party Product(s), in particular the User Environment's operating system;
- some data migration works.

The User is also aware that the Upgrade installation can possibly lead to an incompatibility with some Third-Party Product(s).

4. SUPPORTED VERSION

CENTREON provides a technical support, Patches and alternative solutions through Upgrades for the Product. These services may be provided for the most recent versions, as well as for prior versions of the Product(s).

Dates and information regarding the supported versions are available and updated online on the Product(s)' website (<https://lifecycle.centreon.com>).

CENTREON will communicate on Product(s)' support end-of-life at least twice a year, to contacts identified with an email. This information can be sent with the support service desk's newsletters.

When a version of the Product(s) is no longer supported, CENTREON has no obligation to provide any support and the delivery of Patches and/or Workaround is no longer performed. However, CENTREON will make its best effort to provide a solution to the User and may notably act under a separate services agreement offering technical support, Patches and/or Workaround for unsupported prior versions.

The User is aware of the supported versions and acknowledges that Product obsolescence during the term of the Agreement does not constitute a valid cause of termination.

In the event that a User would like to renew support for a version of the Product that is no longer supported at the date of the renewal, the User is informed that CENTREON reserves the right to refuse such renewal or to apply different financial conditions, such as an increase of up to fifty percent (50%) of the fee which was previously applicable.

5. USER CONTACTS IDENTIFICATION

The access to CENTREON support is reserved to the contacts designated by the User. Access to the support is limited to five (5) persons designated by the User. This notably allows the User to more efficiently manage support questions via a centralized approach.

The User must designate one (1) contact as the main contact. This contact is the support requests coordinator and is liable for implementing CENTREON's instructions and ensuring the User's cooperation. Considering the importance of the interlocutor's reliability, any change must be previously notified in writing to CENTREON. This interlocutor has the skills for using the Product(s).

The activation keys, which could be required for Product(s) use, are supplied to the interlocutor.

CENTREON provides each contact with an individual access username and password, which the recipients undertake, under the User's responsibility, to keep confidential. This identifier allows them to access the support interface, in particular to report Errors with Tickets and to take note of information relating to their solution. In the case of generic contact used by several different persons, the contact has the duty to clearly identify itself, for example with a signature, in order to facilitate exchanges between CENTREON and the User.

The main contact acts as an administrator for the designated contact profiles, and can add or modify designated contacts with a simple email request to CENTREON, up to the highest allotted number of contacts. The main contact is liable for conflicting requests.

6. REGISTRATION OF ERRORS

To guarantee that the User can contact CENTREON in the most suitable way, the technical support is available:

- **Online.** The first contact point to get support is the CENTREON website on the Extranet: <http://support.centreon.com>. The user undertakes to use the support web site for all types of request, subject to the following.
- **By telephone.** For critical support requests, the User is advised to call directly CENTREON after having registered its request on <http://support.centreon.com>. Support is available at the following phone number: +33 1 49 69 97 12.
- **In case of emergency.** The escalation procedure is reserved for severity level 1 or 2 Errors (as defined at article 10 hereinafter) for which the User considers that the Error is not processed with a sufficient level of care. The point of contact in case of escalation is the email address: support@centreon.com, which allows a notification to the person in charge of technical support.

If the Support Agreement signed by the User has a limited number of Tickets, CENTREON shall take into account the Error if the balance of these Tickets is higher than or equal to one (1). If this is not so, an amendment of this Agreement is offered to the User in order to obtain new Tickets. During this period, the User's account is still active, but the Errors are not taken into account.

7. CENTREON SUPPORT HOURS

CENTREON support is open on weekdays, Monday to Friday from 8am to 6pm (Paris time), except during official French public holidays.

The User may subscribe in the Order Form to the "CTS Zen" option, in which case he can reach technicians on a telephone hotline from Monday to Friday from 6:01pm to 7:59am (Paris time), as well as on official French public holidays and during weekends.

8. ACCESS CONDITIONS TO CENTREON SUPPORT

The User undertakes to give its username and customer id, and the following information each time that it contacts CENTREON for a support request:

- **Summary of the problem:** complete description and current status of the problem.
- **Business Impact:** the business impact of the problem for the User.
- **Environment:** complete information about the User Environment, such as operating system, patch level of operating system, Product(s) installed, Product(s) version(s), third-party applications in the environment, material specifications, etc.
- **Reproduction or illustration of the problem:** recreation information or step-by-step instructions to reproduce the problem.
- **Documentation:** support documentation such as Product documentation, third-party documentation and log files.

If the User has subscribed to the "CTS Zen" option in the Order Form, an eight-letter PIN code will be given to it, which it will have to specify when it reaches the Support at the usual phone number. The User will be directly put in touch with a technician on duty. This technician will then have to take care of the request within the time limit set out in the Order Form.

Any communication between the User and CENTREON concerning an already evoked problem implies that the CENTREON Error Ticket number (e.g.: [#GBH-756-25991]) is provided as file reference (in the subject line for emails). It allows correct correspondence proceedings.

The User undertakes, for the period of use of the Product(s), to have at least (1) employee competent with the Product(s) and/or the Personalization usages.

9. STANDARD TECHNICAL SUPPORT

9.1 Electronic and telephone Support

Standard technical support allows to have during opening hours (cf. article 7) an assistance for all the Product(s) referred to in the Order Form.

The User has access to the CENTREON online knowledge base 24/7 thanks to the web assistance portal.

Technical support includes assistance for Errors correction, as well as installation and basic configuration advices. Technical support must answer to questions, provide the User assistance concerning Product(s) use, the answer to Error reports and decide if a reported Error results of a problem in the functioning of the Product(s) or a problem linked to the User Environment or to the installation of the Product(s). The User must provide the necessary information and documentation for CENTREON to be able to reproduce the Error and all other information reasonably requested by CENTREON. The Support is subject to the compliance with potential Product prerequisites.

CENTREON support uses a remote access allowing a safety access for support technicians to the User's server(s) or to other relevant machines of the User (Cisco Webex). CENTREON support can also use a VPN solution offered by the User. This method contributes to identify the Error and to reduce resolution periods. The answer period is not applicable in the absence of remote access.

Moreover, the response times are only applicable to the solution of configuration Errors and to the supply of Workarounds for software

Error(s) (bugs), but are not applicable to the supply of Upgrades containing a solution of the software Errors (bugs).

9.2. ERROR SOLUTION

The procedure below, chosen by CENTREON, allows a coherent processing of reported Errors or failures:

1. The User generates a Ticket on the CENTREON technical support portal or a call if it has subscribed to the "CTZ Zen" option;
2. Once all the necessary information is provided, the Error is registered, classified in accordance with the CENTREON directives regarding severity and a Ticket number is allocated on request;
3. The deadlines for taking into account the Errors can vary depending on the Error severity in accordance with the chart below setting out the details of the commitments depending on the severity of the Error;
4. The support technician will respect the severity criteria to ensure a coherent management of Errors. The User is regularly kept informed during the processing of the Error and/or when it is necessary;
5. The effective intervention of the technician is recognized by the recording of a preliminary answer on a Ticket in CENTREON Support's portal;
6. The support technician shall consult internal team members about the appropriate course of action with regard to the Error depending on its severity;
7. The support technician works on the solution of the Error with other team members and the level 2 support technician in order to resolve Errors;
8. Level 3 is activated when the Error requires the supply of a Patch by CENTREON's research & development teams;
9. The support technician collaborates with the level 3 in order to resolve the Error and to transmit the information to the concerned parties;
10. The transmission to the person in charge of the CENTREON center is made when it is deemed necessary;
11. Once the Error is fixed, the CENTREON support contacts the User in order to check that the Error is fixed.

Chart of commitment depending on the Error severity:

Error severity	Minor	Major	Critical
Maximum time-limit to take into account (opening hours)	8 hours	4 hours	90 minutes
Maximum time-limit to take into account according to the CTZ Zen option	Not applicable	Not applicable	30 minutes

In case of successive exchanges of information between CENTREON support and the User, the deadlines are applicable only if the User's answering time allows CENTREON to meet its obligation.

CENTREON reserves the right to open a Ticket on behalf of the User upon a request of the latter, in whatever way.

9.3. Error correction

CENTREON will fix the Product(s)' current version's Errors during the company's opening hours, as defined at article 7, as soon as possible while ensuring the fixing or the replacement of the Product's code. Patches are supplied through Product Upgrades.

CENTREON reserves the right to reallocate the severity level, if necessary, depending on the nature of the suspected Error.

9.4. POLICY FOR CLOSING CALL TICKETS

CENTREON support managers analyze daily the call Tickets. A call Ticket will remain open until one of the following conditions occurs:

- The User informs CENTREON support that the Error has been resolved. The User must accept the transition of its call Ticket to a closed status;
- The User informs CENTREON support that the call Ticket can be closed;
- The request is identified as not constitutive of an Error and as corresponding to the normal functioning of the Product(s); in this case, a Request for Development or a Request for Change can be made by the User;
- CENTREON support has tried to contact the sender of the request on two occasions by email in vain within ten (10) working days. CENTREON support shall inform the User by email that the call Ticket has been closed;
- If at any time the closed call Ticket has to be reopen, the exchanges continue on the already-existing call Ticket.

10. CENTREON SEVERTY CLASSIFICATION

The CENTREON support procedure depends on the Error severity. By sorting all the incoming calls, CENTREON ensures that the User's support Errors are resolved efficiently and without delay.

Severity 1 (P1) – CRITICAL SEVERITY – A critical severity Error makes the entire Product unusable or leads to a significant failure of the Product(s) in a production environment, with significant consequences for the User's activity.

Critical severity Errors can be for example:

- Inoperative indicator collect;
- Overall loss of data;
- Unavailable data;
- No access to the Web portals;
- No access to the servers.

Severity 2 (P2) – MAJOR SEVERITY – A major severity Error leads to significant Product(s) limits putting the User Environment in danger.

Major severity Errors can be for example:

- Inoperative alerts;
- Unavailable reports;
- Planned function failure;
- Upgrades failure;
- Substantial degradation in performance;
- Blocking of licenses request/transmission.

Severity 3 (P3) – MINOR SEVERITY – A minor severity Error has minor consequences on Product(s) use.

Minor severity Errors can be for example:

- Inconsistencies between the content and the data format;
- Aesthetic problems (design issues);
- Information requests;
- Data analysis request;
- Documentation problems;
- Problem or advice relating to a particular control;
- Problem or advice relating to a particular report.

In the framework of the "CTS Zen" option, only severity level 1 (P1) Errors of a critical nature are taken in charge by the technician. Otherwise, the User will be invited to record its request through the support portal. The declaration will then be dealt with during the usual CENTREON support hours.

11. EXCLUSIONS

The Product(s) are supported for a maximum of 150,000 measurements for an exclusively CENTREON User Environment ("service" object in Centreon). Beyond this limit, CENTREON will make its best effort to provide a solution to the User. Among the ways of correcting the Errors,

CENTREON may consider working under a separate service agreement offering the architecture and optimization services which are the best way of correcting the Errors.

Besides, are excluded from the scope of the support provided by CENTREON under this Agreement, the interventions resulting from the following facts:

- a User's breach of its obligations, whatever its nature, under this Agreement;
- the installation on the User Environment of Third-Party Product(s) which are incompatible with the Product(s), or, more generally, in case of modification of Hardware or Software, including the installation of an Upgrade, if this modification is likely to have a negative impact on the proper functioning of the Product and has been made by the User or by a third-party without the prior express approval of CENTREON;
- more generally, in case of functioning difficulties or Errors which are not directly attributable to the Product;
- the installation of Patches and Upgrades intended for versions of the Product(s) which are more recent than the one possessed and used by the User (Backporting);
- a modification of the User Environment that would have a direct or indirect impact on the Product(s) (firewall settings, server moving, network dimensioning, company directory, managing the inventory of resources, etc.).

Are also excluded from the scope of support provided by CENTREON under this Agreement, the interventions consisting in the following actions:

- The optimization of performance and the personalization of the Product(s);
- Support for any Third-Party Product not listed in the Order Form, even when it can be downloaded from Web platforms using or offering to use the CENTREON software, and notably the official website, the wiki and/or the forum associated with the latter;
- The support of any software developed independently by the User;
- Product(s) training ;
- Monitoring probes and agents, available on the Internet, that are not part of the list in the Order Form;
- The installation and restoration of whole or part of the Product(s) or of the User Environment following a dysfunction of the latter;
- Any Maintenance operation on the Product(s) or the User Environment.

In such cases, CENTREON cannot be held liable. CENTREON could suggest an intervention to the User in order to resolve the Error, excluded from the scope of the services offered under this Agreement, in the framework of a distinct agreement and under conditions set out by a specific order form signed by the User.

12. CONFIDENTIALITY – DATA PROTECTION

12.1 Obligation of confidentiality

CENTREON prohibits itself from disclosing any information it may have access to in the context of the execution of this Agreement. The information contained in the material and documents which it will have access to are strictly covered by professional secrecy (Article 226-13 of the Criminal Code).

CENTREON shall vouch for the compliance of all its employees or subcontractors with this clause.

The provisions of this article shall remain in force for a period of five (5) years from the termination of this Agreement.

12.2 Data protection

As part of the Agreement, CENTREON will have access to information processed by the User as part of his activities, and qualified as personal

data within the meaning of Article 2 of Law 78-17 of January 6, 1978 on computers, files, and freedom, hereinafter known as "Data".

In accordance with articles 34 and 35 of the said Law, CENTREON is committed to take all necessary precautions to preserve Data security and particularly to prevent it from being distorted, damaged, or communicated to unauthorized parties.

CENTREON is committed to respect, absolutely, the following obligations and to enforce them to its staff:

- Take no copies of documents and materials of the entrusted Data, except those necessary for the needs of the execution of its services, to which the present Agreement applies;
- Not using the Data for purposes other than those specified in this Agreement;
- Not disclosing this Data to other persons, whether they be public or private, natural or legal;
- Take all measures to avoid any inappropriate or fraudulent use of Data throughout the duration of this Agreement;
- Take all measures, especially physical security, to ensure the preservation of all Data throughout the duration of this Agreement;
- If appropriate, process and stock the Data exclusively in the territory of the European Economic Area.

And at the end of the Agreement:

- Proceed with the destruction of all manual or computerized files that store Data;

or :

- Fully restore the information carriers in accordance with the terms and conditions laid down in this Agreement.

CENTREON does not perform on its own behalf any processing, within the meaning of law n°78-17 of 6 January 1978 as amended relating to information technology, files, and civil liberties, of data. The User undertakes to comply with all the obligations resulting from it from this law with regard to processing(s) of data and to bear sole responsibility for said processing(s).

To ensure traceability of access to User information, each remote support operation will, in particular, be subjected to a description specifying the dates, the nature of operations, and the names of speakers. This information will be collated in a register and transmitted to the User at first request. In the case of remote support which enables remote access to the files of the User, CENTREON will make arrangements to enable the User to identify the origin of each external intervention. To this end, CENTREON agrees to obtain the User's prior consent before each remote support operation it would initiate.

CENTREON will not outsource the execution of services to another company without the User's prior written consent.

13. USER COLLABORATION

The User undertakes to collaborate with CENTREON or any third party who acts in CENTREON's stead to facilitate the implementation of the support, and in particular:

- To guarantee Product(s) users a level of skill and training allowing them to use the Product(s) in conformity with their needs;
- To provide any information which could facilitate the research of the causes of the Error. In this way, CENTREON cannot be liable for any delay in providing a corrective solution if CENTREON has had to wait for information from the User. Thus, the period elapsed between a request for information from CENTREON and the User's answer cannot be included in the total period to provide a corrective solution;
- To ensure that recent back-up copies of the Product and of all data and programs installed on hardware exist prior to any support intervention;
- To maintain an active and valid Support agreement on the Open Source product package as long as a Support and Upgrades agreement is in force for one or more Product(s) subject to a price. This provision enables CENTREON to correctly perform its support mission in so far as the Product(s) subject to a price are based on the functions of

the Open Source products and as the correction of an Error can in some cases only be performed by opening a Ticket that concerns Open Source Product(s);

- To subscribe to Third-Party Product support agreement;
- To provide CENTREON the way to remote connect and interact with the User Environment, and, more generally, all the authorizations necessary for the proper performance of the support, which is subject of this Agreement;
- To provide CENTREON an integration environment allowing to test Patches and solutions. The User is aware that CENTREON cannot reproduce on its own equipment an environment duplicating the technical specifications of the User's environment. In the case Patches or solutions require tests on the integration environment, these tests will be executed on the environment provided to CENTREON by the User, with the User's assistance. If the User does not have a similar integration environment to its production environment, the User authorizes CENTREON to conduct these tests in its production environment.
- To keep CENTREON aware via email of any minor and major developments that should arise because of the User (new probes, tuning, etc.);

In the case where CENTREON notices that the User does not respect its obligations under this Agreement, CENTREON reserves the right to suspend the Support service. Termination shall take place at least thirty (30) days after a notice sent to the seller by registered letter with return receipt and remained ineffective, without prejudice to its right to terminate the Agreement and to other remedies available for any damages suffered.

14. SERVICE ACTIVATION

Unless otherwise expressly agreed in the Order form, starting of the Agreement takes place within a maximum of five (5) working days from the date of registry of the User's order by CENTREON. It is made effective by the delivery to the User of the login information for the support portal.

For the proper functioning of the activation key system associated with some Product(s), CENTREON may have to deliver, on a regular basis and up to several times a year, new activation keys to the User. The User must implement these keys within the period indicated by CENTREON at the time of their delivery.

15. SUSPENSION FOR REVOKED LICENSED

Support and Upgrade services do not concern revoked licenses. Use of the Product(s) for which the license has been revoked or terminated is forbidden.

16. WARRANTY

CENTREON warrants to the User that the support service will be effected according to the rules of the state of the art during each intervention.

CENTREON does not, however, warrant that the encountered Error will be solved by the intervention or that after the intervention the encountered Error will not reappear or that no difficulty will be occasioned as a result of the support.

In any case, the User is aware that, for the purpose of the provision of support under this Agreement, the Product use can be temporarily disturbed and / or disrupted, it being specified that CENTREON makes its best efforts to inform the User and to limit the impact of and the duration of such interruptions. In the case of a known interruption of the monitoring service and susceptible of having a significant impact on the User's activity, the User will previously be notified within a minimum of 2 (two) business days.

CENTREON excludes any warranty, whatever its nature, other than those stipulated hereinabove.

17. INTELLECTUAL PROPERTY

Subject to the entire payment of the support price by the User, CENTREON grants to the User a right of use on all development,

rectification or Upgrades of the Product(s) in the same conditions as defined in the End-User License Agreement.

18. LIABILITY / INSURANCE

The User expressly undertakes, in case of any problem occurring in the execution of the Agreement, to adopt a constructive attitude in order to solve the problem rather than attempt to identify the respective liabilities of the User and CENTREON.

CENTREON shall only be liable in case of proven breach and for damages that are directly resulting from such breach which are not covered by the infringement indemnity or a service credit.

In any case, CENTREON shall not be liable for any indirect and/or immaterial damages suffered by the User as a result of losses of profit, losses of customers, operating losses, disruption or cost increase of the User's activities, losses of data, damage to reputation or other moral damages, even if CENTREON was aware of the possibility of such damages.

As a decisive and essential term of the Agreement, CENTREON's aggregate liability to the User for all damages and all other losses for any cause arising under this Agreement is limited to and will not exceed fifty percent (50%) of the order amount excluding taxes, when the liability is engaged, or the amount excluding taxes paid by the User within the twelve (12) months prior to the event giving rise to the damage.

The aforementioned provisions do not apply to damages resulting from death or personal injury, or caused by fraud, gross negligence or willful misconduct.

19. THIRD PARTY INTERVENTION

CENTREON is not liable for Errors or any other difficulties resulting from other brands' products or services, from an inappropriate use, an accident, a damaging, a modification, or from an inappropriate User Environment.

In the case CENTREON considers that a difficulty notified by the User does not result of an Error, CENTREON informs the User, and CENTREON does not perform any act without written instructions of the User and consent on an additional cost estimate.

If, during the Error resolution, it is established that the Error is not linked to the Product(s), CENTREON will notify to the User the time spent and negotiations between the User and CENTREON may take place regarding the billing of this workload.

20. FEES AND PAYMENT TERMS

The pre-tax amount of the annual lump sum paid by the User in exchange for the services is fixed in the Order Form.

Unless otherwise expressly agreed in the Order Form, the fees are annually invoiced. Invoices are due and payable within thirty (30) days of the date of the invoice issuance, net without any discount and in advance, unless otherwise specified in the Order Form.

The fees are invoiced in Euros, the risk of a change rate is supported by the User. All fees are exclusive of taxes (including in the case of source withhold), which is payable by the User at the rate and in the manner from time to time prescribed by applicable law. The price including all taxes is indicated on the corresponding invoice.

The fees are annually and automatically revised, on 1st January of each year, in proportion with the SYNTEC index on the basis of the application of the formula $P = P_0 * S1/S_0$, in which P is the revised amount, P₀ the initial amount or from the last reviewing, S₀ the index value in force from the date of entry into force of the Agreement or at the last reviewing, S₁ the index value for the considering year. If this index disappears, the Parties will substitute it with a replacement index. In case of dispute, a new index will be chosen by the Paris court of first instance for commercial matters.

Any payment by compensation is excluded. In the event the User fails to pay any undisputed invoice within thirty (30) days, the User shall pay to

CENTREON late payment interests, at the rate applied by the European Central Bank increased by ten (10) points, notwithstanding the payment of a fixed late payment indemnity of forty (40) EUR per unpaid invoice and the reimbursement to CENTREON of any collection expenses and any damages, which CENTREON could claim.

21. INTERRUPTION PERIOD

If the User does not renew the Agreement and wishes to subscribe to a new Support agreement after an interruption period, it will owe CENTREON a penalty for the period of use of the Product(s) without any Support agreement, calculated in proportion with the amounts negotiated with respect to the new agreement, except if the interruption period has lasted for more than three years as from the end of the initial Support Agreement. In that case, the User will have to subscribe to an end-user license agreement for the last available version of the Product(s).

The non-renewal or the renewal of this Agreement at the term must cover all the Product(s) listed in the Order Form.

22. PENALTY FOR THE HOTLINE SERVICE

In the framework of the subscription to the "CTS Zen" hotline option, CENTREON's obligation to take care of the User's calls for severity level 1 Errors of a critical nature is an obligation to achieve a fixed result. In the case where CENTREON does not meet the indicated deadline, a penalty shall be calculated and give the User a right to a time-credit of technical expertise performed from CENTREON's premises.

The penalty shall be calculated as follows:

- Time credit (in hours) = Thirty (30) minutes period of additional time compared with the contractual time-limit * one (1) hour of time-credit of expertise;
- Each time-period started automatically gives right to a time-credit of one (1) hour.

The penalty calculated for a call that has not been supported cannot go beyond an eight (8) hours time-credit of expertise - one (1) day of technical expertise services.

Several Tickets opened for a single CENTREON platform on a same period of time only give right to one calculation of penalty, it being specified that the chosen penalty will be the one that is most favorable to the user.

The time of the calls answered outside of the working hours and associated with the User's account (via the PIN code) is automatically recorded in a computer register. The register serves as reference and is used as the only source of information for the calculation of penalties.

A review of the time-credits granted to the User is kept on record and sent to the User every two (2) months by the person in charge of the User's account.

23. TERM AND TERMINATION

Unless otherwise expressly agreed in the Order Form, the Agreement takes effect on the signature of the Order Form by the Parties and for a duration of twelve (12) months as from the date of activation of the Services.

The Agreement is tacitly renewed for successive periods of the same duration as the initial Agreement, unless otherwise expressed by email and/or post letter no later than thirty (30) days before its renewal date. CENTREON will inform the User of the possibility of terminating this Agreement no later than fifteen (15) days before the termination deadline.

In the case of any breach by either Party of its obligations hereunder, this Agreement may be terminated by the non-breaching Party, without having to file any claim before the competent court to this effect ("*de plein droit*") and without prejudice to other remedies available for any damages suffered, subject to a thirty (30) days prior notice from the receipt of the acknowledgement of the registered letter, if the breaching

Party does not cure its breach within thirty (30) days of the date of receipt of the failure notification.

The Agreement can also be terminated by the User subject to a sixty (60) days' notice and to the payment of a termination indemnity corresponding to the half of the annual royalties still due.

In the case of a termination of this Agreement, the User remains under the obligation to pay any outstanding amounts until the effective date of termination, and more generally, to pay all invoices unpaid, despite the effective termination.

24. FORCE MAJEURE

The Parties shall not, in any case, be liable and no indemnity can be requested for delay or in consequence of damages in the event of force majeure within the meaning of article 1218 of the French Civil Code.

The event of force majeure suspends the execution of the Agreement and the current orders, except the obligation for the User to pay the sums owed until the date of force majeure.

If such force majeure results in a major impediment, the Agreement can immediately be terminated at no cost by way of a registered letter with an acknowledgement of receipt, without having to file any claim before the competent court to this effect ("*de plein droit*").

None of the Parties may be liable to the other for a breach of its contractual obligations whose the origin constitutes an event of force majeure.

25. MISCELLANEOUS PROVISIONS

If any provision of this Agreement is held to be invalid or unenforceable for any reason, it will be deemed to be severed from this Agreement and the remaining provisions will continue in full force and effect.

The fact that one or other Party does not require, temporarily or definitely, the application of a provision of this Agreement shall not be considered as a waiver of the rights, which are held by this Party.

Any exchange of postal or electronic mail between the Parties cannot modify this Agreement. Any change of this Agreement require an order form or an amendment signed by the Parties.

The User may not sell, assign or transfer its rights or delegate its duties under this Agreement in whole or in part without prior written approval of CENTREON. CENTREON reserves the right to transfer this Agreement or all or part of its rights or duties under the Agreement to any transferee of its choice.

The Parties are independent contractor and shall not be considered agent of each other.

None of the Parties has the power to bind or commit the other Party.

26. GOVERNING LAW AND JURISDICTION

The Agreement is governed by the French law.

ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WHICH CANNOT BE SETTLED AMICABLY SHALL BE BROUGHT EXCLUSIVELY BEFORE THE TRIBUNAL DE GRANDE INSTANCE OF PARIS (subject to the specific jurisdiction of the Paris Court of first instance for commercial matters regarding prices' issues, as stipulated in Article 6 hereinabove), EVEN IN THE CASE OF A THIRD-PARTY PROCEEDING, A PLURALITY OF DEFENDANT OR A PROCEDURE FOR INTERIM MEASURES.