GENERAL TERMS AND CONDITIONS FOR SAAS SERVICES

Contract

These terms and conditions ("Terms and Conditions") govern the provision by Neocase Software SAS or Neocase Software Inc. ("Company") of the services defined in this proposal ("Services) to your company ("Customer"). Once signed by both Parties, the proposal with all its appendices shall be deemed as "the Agreement". Any general terms and conditions automatically generated in request for, proposal, purchase order, user terms, or other documents shall be deemed not applicable and are replaced by these terms.

Subject to the terms of the Agreement, Company will provide to Customer the services for the implementation of the Services as listed in Appendix 2 ("Professional Services") ; the license to use the Services as listed in Appendix 1 ("Hosted Services") ; and any other directly related optional services agreed on case by case basis ("Additional Services"). The terms not defined in these Terms and Conditions are defined in the Appendix 0 of the proposal.

Article 1. Project schedule and performance of the Services

The estimated project schedule is set forth in Appendix 2. When the performance of Services requires a notice, information or action from Customer, Company's obligation is contingent upon this being done and any delay may lead the postponement of the whole schedule. Company is entitled to rely upon information provided by Customer and Customer shall at all time cooperate with Company for the performance of this Agreement.

Article 2. Use of the Hosted Services

2.1.   Company will provide Customer with the ability to modify and assign Access Code required for each Authorized User to access the Hosted Services and to designate the relevant access level for each Authorized User. Customer shall be solely responsible for safeguarding the Access Code and otherwise complying with the applicable Security Procedures. Customer shall promptly notify Company if it becomes aware that the security of its Access Code or Access Levels have been compromised.

2.2.   Customer shall only designate one (1) individual per Authorized User and shall only give access to the Hosted Services by the number of Authorized Users specified on the Appendix 1. Each third party designate as Authorized User shall be strictly necessary for the requirements of Customer and shall not be a Company's competitor.

2.3.   Customer shall not use the Services in connection with and/or for the purpose of performing, whether directly or indirectly, unlawful or illegal activities.

2.4.   If Customer chooses to install, access or enable a third parties' plug in or add-on online applications, Customer agrees that they are not considered part of the Services and Company has no obligation to monitor and does not control or endorse the content, functionalities, messages or information found in such applications.

2.5.   During the term of the Agreement, Company may modify the features, services or appearances of the Hosted Services. However, it will not cause adverse material effect on the availability of the features or the user interface of the Hosted Services to Customer.

Article 3. Fees and Payments.

3.1.   Company shall invoice electronically the Hosted Services fee set forth in Appendix 1 as per Appendix 1 and the Professional Services fees set forth in Appendix 2 as per Appendix 2. Customer shall pay the Services fees within the period defined in Appendix 1 and 2 by bank transfer. Any delay in the payment shall trigger delay penalties equal to the interest rate applied by the European Central Bank increased by 10 points. Customer is not entitled to suspend, delay, setoff or withhold in any way the payment of an invoice. Any amount paid are not reimbursable.

3.2.   All fees are exclusive of any federal, state and local sales, use, excise or other applicable taxes other than taxes on the net income of Company.

3.3.   The fees are fixed during the initial period. Then, unless otherwise agreed in Appendix 1 or by amendment, the fees will be increased by 3% for each renewal period.

Article 4. Term, Termination and Reversibility

4.1.   This Agreement shall be effective from the last signature date of the Agreement ("Effective Date") for a fixed period of three (3) years, unless defined otherwise in Appendix 1. This Agreement shall automatically renew for additional three-year term unless terminated by either Party by notice given at least one hundred eighty (180) days before the expected date of renewal.

4.2.   Company is entitled to suspend the performance of the Services in case of breach by Customer of its obligations under the Agreement.

4.3.   If either Party has committed a material and repeated breach of this Agreement that remains uncured thirty (30) business days after the receipt of an initial written notice of such breach, the other Party may terminate the Agreement by written notice.

4.4.   In case of termination or expiration of the Agreement: each Party shall return or destroy the other Party's Confidential Information, pay the other Party for all amounts due through the termination date and cease the use of the Services. Within thirty (30) days following termination or expiration of this Agreement, Company will return and Customer shall take delivery of the Customer Data in accordance with the reversibility procedure then in force within Company.

Article 5. Warranties.

5.1.   Company represents and warrants that all Services provided hereunder will be performed in a good and workmanlike manner and in accordance with generally accepted industry standards. Should the Services have not been so performed, Customer shall notify Company in writing within thirty (30) days from performance of said Services. Upon receipt, Company will take prompt remedial action to repair or replace the defective Services.

5.2.   Each Party represents and warrants to the other Party that, to the best of its knowledge (a) the signatory signing this Agreement on its behalf has the right to sign this Agreement, and (b) this Agreement does not and shall not conflict with any other agreement entered into by it.

5.3.   EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THESE TERMS AND CONDITIONS, COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, CONCERNING OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Article 6. Confidential Information.

Each Party agrees to hold in confidence all information disclosed by the other Party ("Confidential Information") and will not use the Confidential information for any other purpose than the

performance of this Agreement. Confidential Information does not include any information that (i) is lawfully obtained from publicly available sources (other than as a result of a disclosure by the receiving Party); (ii) is available to the receiving Party on a non-confidential basis from a source that is not known to be bound by a confidentiality agreement; (iii) was already in the receiving party's possession prior to being disclosed by the disclosing party, provided, the receiving party was not bound by a confidentiality agreement with respect to the Confidential Information; or, (iv) has been independently acquired or developed by the receiving Party without violating its obligations under this Agreement or under any applicable law.

Article 7. Intellectual Property Rights

7.1.   Subject to Customer's payment of the Hosted Services fees, Company hereby grants to Customer for Authorized Users and during the term of this Agreement a limited, revocable, non-exclusive, non-transferable, non-sub licensable license to (a) access and use the Hosted Services and any software provided by Company solely for its internal needs; and (b) use any deliverables provided by Company in the course of the Services in connection with the applicable Hosted Services.

7.2.   Company shall retain all rights in and to its Services and software, brands, information and data in connection with or generated by Company, whether pre-existing, or created after the Effective Date, including any modifications, enhancements and derivatives thereof and all Intellectual Property Rights therein. No implied licenses are granted herein apart from the one granted under the paragraph above. Customer shall not use or cause third parties to use the Services to (i) modify Company's Intellectual Property Rights, (ii) disassemble, decompile, reverse engineer or attempt to discover the source code and/or structure of the Services, (iii) create products that could enable to attack, negatively impact or interfere with the Services; (iv) create competing services, and/or (v) store or transmit malicious code.

7.3.   Company agrees to indemnify Customer for damages established by a final non-appealable judgment issued by a competent court relating to a claim that the Platform infringes upon any third-party Intellectual Property Rights at the Effective Date, provided that Customer gives Company written notice within ten (10) days from its receipt and that Company conduct the defense. Company may, at its option and at its own costs, (i) procure the right to use, replace or modify the Platform and the Services to make it non-infringing, or (ii) terminate the Agreement and refund the pre-paid fee for unused Hosted Services. Company shall have no responsibility if the claim is caused by the misuse or modification of the Services or the use of the Services in combination with any apparatus, hardware, software or service without Company's authorization. THIS SECTION STATES COMPANY'S SOLE AND EXCLUSIVE REMEDY FOR INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT CLAIMS.

7.4.   Customer shall grant Company the right to use its data ("Customer Data") and third-party data that Customer has decided to use in connection with the Services (market data, applications, etc.) ("Third-Party Data") for the performance of this Agreement and shall protect, defend and hold Company's harmless from any claim from third party related to Customer Data and Third-Party Data. It is Customer's responsibility to obtain any license rights necessary for Company to access any Third-Party Data in connection with its use of the Services.

Article 8. Limitation of Liability and Indemnification

8.1.   COMPANY'S LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES EQUAL TO 100% OF THE ANNUAL FEE FOR HOSTED SERVICES PAID IN THE LAST TWELVE (12) MONTHS PRECEDING INITIAL CLAIM NOTICE. COMPANY SHALL NOT BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR (ii) ANY DAMAGES FOR LOST PROFITS, LOSS OF USE, LOSS OF BUSINESS, LOSS OF REVENUE, OR LOSS OF DATA.

8.2.   Notwithstanding anything else provided in this Agreement, each Party shall, at its expense, indemnify, defend and hold the other Party from any and all losses, damages and costs arising from injury of death of its personnel and damages to its property.

Article 9. Force Majeure

The Parties shall not be liable to each other or any other person for any delay or failure in the performance of this Agreement or for loss or damage of any nature whatsoever suffered by such Party due to disruption or unavailability of communication facilities, utility or Internet service provider failure, acts of war, acts of terrorism, acts of vandalism, lightning, fire, strike, unavailability of energy sources or any other causes beyond the Party's reasonable control. This provision doesn't apply to payment obligations.

Article 10.   Data Privacy

The Parties are committed to respect privacy and to ensure lawful processing of personal data. If needed, the Parties will sign an agreement that complies with applicable data protection laws ("Data Privacy Regulations").

Article 11. Governing Law and Dispute Resolution.

This Agreement shall be governed by the laws of Switzerland without regard to its choice of law provisions. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by three arbitrators appointed in accordance with the said Rules. The hearing shall be in English, and the place of arbitration shall be Geneva, Switzerland.

Article 12.   Miscellaneous

12.1.   Customer hereby authorizes Company to publicly identify Customer as a customer of Company, describe the Services used by Customer and Customer's experience with such Services; and to that end, reproduce its brands, logos, name, etc.

12.2.   The Parties are independent contractors and neither this Agreement nor the performance of Services shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Parties; and neither Party will have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.

12.3.   Company has the right to subcontract some or all of its obligations hereunder at its discretion, including but not limited to, the right to use subcontractors to host Customer Data in third party data centers at its discretion, to the extent it complies with applicable Data Privacy Regulations.

12.4.   This Agreement may be executed by electronic signature and the Parties shall rely on it as the original copies.