EURESYS TERMS AND CONDITIONS

DEFINITIONS

In the context of these Terms and Conditions, the meaning of **"Products"** is restricted to material goods (hardware, equipment) and their Drivers; "**Drivers**" means the intangible goods (licenses for software, including but not limited to MultiCam) that are part of the Products, and required for their operation, independently of the user application software; **"eVision"** means the whole of **eVision** software, or any subset of eVision libraries; **"Open eVision"** means the whole of **Open eVision** software, or any subset of Open eVision libraries.

"Euresys" means Euresys S.A. located in Belgium, Avenue du Pré Aily 14, 4031 Angleur if the order is processed by Euresys S.A. and Euresys Inc. located in the USA, 27126-B Paseo Espada, suite 104, San Juan Capistrano CA 92675 for orders processed by Euresys Inc.

"Customer" means the entity, company or individual that places an order with EURESYS for Products or licenses of eVision or Open eVision.

"User" means any party to which a Product has been delivered, or any party to which a license of eVision or Open eVision has been granted.

ARTICLE 1: SCOPE

1.1. The present Terms and Conditions shall apply exclusively to the Products and the licensing of eVision and Open eVision. They supersede other general terms and conditions issued by EURESYS.

1.2. Any customer who orders Products or an eVision or an Open eVision license, in any way whatsoever, shall be deemed to have accepted these Terms and Conditions by its very action of placing an order.

ARTICLE 2: FORMATION OF AGREEMENT

2.1. The agreement shall be deemed to be effective when, upon receipt of an order for Products or eVision or Open eVision licenses, EURESYS has sent a written acceptance.

ARTICLE 3: DELIVERY

3.1. Unless the written acceptance of the order specifies different delivery terms, the delivery of Products is made within 4 (four) weeks after acceptance; the delivery of eVision or Open eVision licenses is made within 1 (one) week after acceptance.

3.2. Unless otherwise agreed in writing, the delivery is made EXW (Ex Works) Angleur-Belgium (Incoterms 2000) if the order is processed by Euresys S.A. or EXW San Juan Capistrano, California, USA if the order is processed by Euresys, Inc. All risk of loss and costs are passed to the Customer upon shipment from either Euresys S.A. or Euresys, Inc.

ARTICLE 4: PRICE

4.1. Unless otherwise agreed in writing, prices are quoted in Euro from Euresys S.A. and in US Dollars from Euresys, Inc.

4.2. Those prices cover only the sale of the EURESYS Products (including their Drivers) and eVision and Open eVision licenses. They do not cover any other supply or service, including but not limited to training of staff, maintenance and supply of new versions, supply of other products, shipping costs, V.A.T., duties and applicable taxes.

ARTICLE 5: PAYMENT

5.1. Payment shall be made to the provided list of EURESYS bank accounts. Payments to Euresys S.A. are to be made in Euro and payments to Euresys, Inc. are to be made in US Dollars.

5.2. Unless otherwise agreed in writing, payments shall be made within 30 (thirty) calendar days after the date of invoice.

5.3. In the event of non-payment of an invoice by the due date, EURESYS shall be entitled to require immediate payment of all unpaid invoices. EURESYS shall also be entitled to immediately suspend all deliveries and/or summarily terminate all agreements with the Customer, as well as to terminate all unpaid licenses, without prior notice, judgment or award.

5.4. Any invoice unpaid by the due date shall automatically and without prior notice carry interests at the rate of 1 (one) % per month.

ARTICLE 6: PRODUCTS TITLE AND PROPERTY

6.1. The property title to the Product will remain with EURESYS until full payment of the price of the Product, including interest if any, has been received. This article does not affect the obligation of payment under article 5.2.

6.2. EURESYS is and will remain the sole owner of all the intellectual property embodied in the Products.

ARTICLE 7: EVISION AND OPEN EVISION LICENSE GRANT

7.1. eVision and Open eVision licenses are non-exclusive, transferrable, and unlimited in time, with the exceptions provided in article 5.3.

7.2. The Customer may copy the software for back-up and archival purposes, provided that the original and each copy is kept in his possession and that his installation and use of the software does not exceed that allowed in the "License Grant" section above.

7.3. The functions of eVision and Open eVision are described in the documentation published by EURESYS. eVision and Open eVision do not have other functions than those expressly described in that very documentation.

7.4. EURESYS is and will remain the sole owner of all the intellectual property embodied in eVision and Open eVision.

7.5. The software and its documentation are protected by international treaties; all the local copyright rules are applicable to this software. The Customer may not:
   a) copy the documentation, except for internal use;
   b) copy the software except to make archival or backup copies as provided above;
   c) modify or adapt the software;
   d) reverse engineer, disassemble, decompile or make any attempt to discover the source code of the software;
   e) give open access to unauthorized users out of the license scope;
   f) rent, lease or lend any portion of the software or documentation

7.6. The Customer shall take all necessary steps to impose on its directors, employees, sub-contractors, agents, distributors, as well as on its own customers, and all Users, if applicable, of eVision and Open eVision, provisions similar to those contained in this article.

7.7. The Customer may transfer all the rights to use the software and documentation to another person or legal entity provided the Customer transfers the present Terms & Conditions, the software and documentation, including all copies, update and prior versions to such person or entity and that no copies are retained, including copies stored on computer or archival backup.

7.8. The license agreement takes effect upon the use of the software and remains effective until terminated. The Customer or the User may terminate it at any time by destroying all copies of the software and documentation in his possession. It will also automatically terminate if the Customer or the User fails to comply with any term or condition.

ARTICLE 8: ACCEPTANCE

8.1. The Products and eVision and Open eVision software and licenses shall be deemed to be accepted by the Customer 7 (seven) business days at the latest after they have been received at the place of destination, unless the Customer gives full and detailed notice of any alleged defect in writing to EURESYS before the expiry of said period. Acceptance covers all apparent defects, i.e. those which the Customer could identify at the time of reception or in the following 7 (seven) business days when carrying out visual inspection.

ARTICLE 9: PRODUCT WARRANTY

9.1. EURESYS warrants and represents that the Products comply with the specifications set out in the documentation of the time of delivery.

9.2. This warranty is limited to defects which are notified to EURESYS during a period of 2 (two) years after the date of shipment from Euresys' premises.

9.3. The warranty conditions and the procedure for the execution of the warranty are described in the document "Warranty Replacement and Repair Procedure for Material Goods 2015-03-01". This document sets forth the exclusive remedies for claims based upon defects or non-conformity of the Product. The warranty under this article and the associated document shall be in lieu of any other warranty, express or implied. To the extent permitted by applicable laws, no other remedy, including but not limited to any damages, in particular for loss of data or software, slowdown or interruption of activity or equipment, loss of profits, loss of sales or savings, injury to person, or any incidental or consequential loss, shall be available to the Customer. EURESYS shall be under no liability, whether in contract, tort or otherwise, in respect of any defect of a Product.

9.4. After the expiration of the warranty, the Customer may request a quotation for the repair or the replacement of a defective product. This request is submitted and handled essentially in the same way as a request for the execution of the warranty, but under different conditions, as described in "Warranty Replacement and Repair Procedure for Material Goods 2015-03-01".

ARTICLE 10: LIMITED LIABILITY

10.1. EURESYS' obligations under article 8 shall be void if the Product

   a.   has not been properly installed, stored, used or maintained, or has been modified, transformed or repaired by the Customer or by a third party, without the prior written consent of EURESYS ; or

   b.   has been subjected to any other kind of misuse or detrimental exposure, or has been involved in an accident

10.2. In no event will EURESYS be liable to the Customer for his inability to use the Products, regardless of whether EURESYS knows or had reason to know of the Customer particular needs.

ARTICLE 11: EVISION AND OPEN EVISION WARRANTY

11.1. EURESYS warrants and represents that the eVision and Open eVision software will perform in substantial accordance with the specifications set out in its documentation at the time of delivery.

11.2. This warranty is limited to defects which are notified to EURESYS during a period of 1 (one) year after the date of delivery.

11.3. The Customer shall notify EURESYS of any alleged defect in writing 30 (thirty) days at the latest after the defect has been discovered. The notification shall include a detailed description of the defect.

11.4. This article and the following set forth the exclusive remedies for claims based upon defects or non-conformity of eVision or Open eVision licenses and software. The warranty under this article shall be in lieu of any other warranty, express or implied. To the extent permitted by applicable laws, no other remedy, including but not limited to any damages, in particular for loss of data or software, slowdown or interruption of activity or equipment, loss of profits, loss of sales or savings, injury to person, or any incidental or consequential loss, shall be available to the Customer. EURESYS shall be under no liability, whether in contract, tort or otherwise, in respect of any defect of an eVision or Open eVision license.

11.5. At its choice, EURESYS may remedy to claims properly entered, by one of the following actions:

   a.   revoke the eVision or Open eVision license, and reimburse the Customer; or

   b.   apply corrections to eVision or Open eVision that will bring its performance and functionality substantially in accordance with specifications; or

   c.   upgrade the Customer to a later version of the software, in which the alleged defect has been addressed and solved; as follows:

        i.   from a version of eVision to a later version of eVision; or

        ii.   from a version of Open eVision to a later version of Open eVision; or

iii. from eVision to an appropriate version of Open eVision; if this process requires the modification of the User application code, EURESYS will provide the necessary assistance to perform this modification, through its standard remote support procedures; no on-site assistance can be provided; however, it will be the User's responsibility to actually execute the modification

11.6. In light of the ongoing improvements of Open eVision, and of the provisions of article 11.5.c.iii, it is highly recommended to developers, to use the latest version of Open eVision to implement new applications, or to modify existing applications, whenever possible.

ARTICLE 12: GENERAL PROVISIONS

12.1. The present Terms and Conditions are the exclusive agreement between the Customer or the User and EURESYS concerning the Products, software and documentation and supersede any prior purchase order, communication, advertising or representation concerning the Products, software and documentation.
12.2. The present Terms and Conditions may be modified only by a written amendment signed by the Customer and EURESYS.
12.3. In the event of litigation between the Customer and EURESYS about the software or the documentation, the prevailing party in the litigation will be entitled to recover attorney fees and expenses from the other party.
12.4. The present Terms and Conditions are governed by the laws of Belgium if the order is processed by Euresys S.A. and by the laws of the State of California if the order is processed by Euresys, Inc.

ARTICLE 13: EXPORT REQUIREMENT (Open eVision only)

13.1. The Customer or the User agrees to comply with all applicable export control laws and with any regulations issued from time to time by the U.S. Department of Commerce and similar agencies concerning exporting, importing and re-exporting the software. In particular, the Customer or the User will pass on the requirements imposed by this article to its distribution channels, and incorporate them in its own terms for licensing.

ARTICLE 14: FORCE MAJEURE

14.1. Either party may be excused from its liability if an unforeseen and irresistible event beyond its control (act of God, fire, strike, lock-out, natural disaster, war, insurrection,…) prevents it from performing his obligations under this contract.

ARTICLE 15: APPLICABILITY

15.1. These Terms and Conditions come into force for all new orders placed from March 1st, 2015.