English – October 2019

1. DEFINITIONS

In the context hereof, the following terms shall have the meaning as follows:

<u>Support Services</u> shall mean the annual Support Services described in these Terms and Conditions.

<u>Client</u> shall mean the licensee of the Software Products.

<u>Documentation</u> shall mean human or machine-readable documentation supplied with the Software Products. <u>InfoVista</u>

shall mean InfoVista S.A.S or any subsidiary, parent, or other affiliated entity.

<u>Software</u> shall mean all of the executable code instructions and programs licensed to the Client together with the Documentation.

<u>Software Appliance</u> shall mean the Software installed and bundled with computer hardware

<u>Software Products</u> shall mean Software and Software Appliance when referred collectively; InfoVista does not provide any Support and Maintenance Services on Geodata.

<u>Support Issue:</u> shall mean any reproducible instance of adverse or incorrect operation which renders the Software Products unusable, either in whole or in the essential functions thereof such as described in the Documentation, when the Software Products are used in normal conditions and in accordance with the Documentation on the site and pursuant to the technical configuration mentioned in the purchase order.

<u>Terms and Conditions</u> shall mean this document, including the Annexes, being the terms and conditions of the contract for the supply of Support Services.

2. APPLICATION OF AND UPDATES TO TERMS & CONDITIONS

Where a Client has purchased Support Services from InfoVista, these Terms and Conditions shall apply, notwithstanding any alternative conditions proposed by the Client. No variation to these Terms and Conditions shall be effective unless signed by a duly authorized signatory of InfoVista. Where purchased by Client, maintenance of Software Appliances hardware shall be governed by InfoVista Hardware Support Terms.

InfoVista may update these Terms and Conditions from time to time. Any variation which does not represent an improvement to the Support Services shall be provided to the Client at least forty-five (45) days prior to end of the current term and, unless the contract for the supply of Support Services is terminated in accordance with **article 10**, those new terms and conditions shall take effect from the date of renewal of the term. Improvements to the Support Services shall be effective immediately.

3. INFOVISTA'S OBLIGATIONS

InfoVista shall provide Support Services as described in these Terms and Conditions with due skill and care, using appropriately trained and qualified personnel.

4. EXTENT OF ANNUAL SUPPORT SERVICES

The Annual Support Services comprise Technical Support Services and Update Services (if applicable in accordance with Annex 1) InfoVista shall provide assistance in the proper use of the Software Products and shall use reasonable commercial efforts to provide Issue Resolution to Support Issues and to register requests for future enhancements to the Software Products.

5.   TECHNICAL SUPPORT SERVICES

5.1 "**Issue Resolution**" shall mean the following, when used in the context of resolving a Support Issue:

- The reported Support Issue is caused by faulty distribution media and is corrected by replacing the malfunctioning media; or

- The Support Issue is resolved by an oral or emailed response; or

- A solution is generated in the form of a patch or modification of executable codes or compatible release of the Software that corrects the Support Issue without causing additional problems; or

- The origin of the Support Issue lies with the Documentation and the appropriate Documentation will be clarified; or

- InfoVista has determined that the Support Issue cannot feasibly be resolved and requires a redesign of the Software Product. The Support Issue will be corrected in a future release of an Update (as defined in article 6) or service pack and the Client has been notified of this action; or

- InfoVista demonstrates that the Support Issue is caused by third party software or hardware; or

- Client and InfoVista jointly agree to close the Support Issue.

5.2 InfoVista may close the Support Issue if the Client has not replied to InfoVista's emails or written comments or proposals for at least ten (10) days.

5.3 The Technical Support Services shall be provided as follows:

- Support Issues shall be reported by the Client by telephone or fax, using the numbers or electronic mail addresses set out in the appropriate **Annex** or any other means that InfoVista may implement. The Client must specify its current Support Services contract number in order for its Support Issue to be taken into consideration.

- Technical Support is available between the hours stated in **Annex**.

- The Client may report any Support Issue that relates to the use of the Software Products and its Documentation, provided that the subject matter is not excluded under **article 9** below.

- InfoVista will acknowledge the reported Support Issue as set forth in the appropriate Annex. Any reference to hours or to business days shall mean the hours or legal business days in the country where the relevant InfoVista Support Services center identified in the **Annex** is located.

- InfoVista reserves the right to determine whether a Support Issue raised by the Client is one or more Support Issues or whether it is an enhancement or feature request which may incur additional charges.

6.   UPDATE SERVICES

6.1 "**Update**" means major releases (from 1.0 to 2.0) and minor releases (from 2.1 to 2.2.). Update shall not refer to patches or service packs.

6.2 InfoVista may, at its sole discretion, create Updates of the Software and/or Documentation.

6.3 InfoVista shall distribute such Updates to Clients who have valid Support Services contracts. Updates may be issued to resolve Support Issues, to enhance existing performance or features or to add new functionality. Provided that the Client has paid for Support Services continuously from the date of grant of the original license of the Software, such Updates shall be issued subject to those same licensing terms. Where there has been a break in the continuity of Support Services contracts paid for by the Client, the then prevailing license terms (supplied with the Update) shall apply to the Update.

6.4 Updates shall be supplied to the Client via InfoVista's electronic delivery platform, or upon request by the Client, on the site designated in the purchase order or such other site as InfoVista may have agreed to in writing.

6.5 InfoVista strongly recommends the Client to install Updates as soon as possible from reception.

6.6 InfoVista will provide Support Services to Clients only for the currently supported version and the immediately preceding version.

7. CLIENT'S OBLIGATIONS

7.1 The Client shall be responsible for the installation and use of the Software Products, including the corrections, improvements or Updates provided under the Support Services, in accordance with industry standards and the specific requirements provided by InfoVista in the Documentation delivered to the Client.

7.2 The Client shall appoint a contact person and an alternate contact, responsible for the Support Services. These persons shall have the necessary skills to use the Software Products and implement Updates and/or Issue Resolutions and shall be the only persons authorized, except in the case of an emergency, to contact InfoVista.

7.3 The Software Product is used under the sole direction, control and responsibility of the Client, who must (a) ensure that the technical configuration is properly adapted to the use of the Software Product; and (b) ensure that any computer program used together with the Software Products does not have any defect which may have damaging consequences on the Software Products; and (c) prepare, if required, adequate breakdown plans providing for replacement measures, and in a general manner, take all appropriate steps to avoid any damaging consequence arising from the use of the Software Products.

7.4 The Client agrees to make regular backups of all of the data and files.

7.5 The Client shall cooperate in good faith to facilitate the performance of the Support Services. In this respect, the Client agrees to provide InfoVista, upon request, with the number of its Support Services contract and all data necessary for InfoVista to reproduce the Support Issue. The Client shall provide a description of the conditions of operation of the Software Products when the Support Issue occurred. The Client shall provide InfoVista with remote access to the Software if necessary, provided that InfoVista shall adhere to Client's security policies, if applicable.

7.6 The Client shall also inform InfoVista of any change in site, to the extent a change is authorized under the license of the Software Products.

8. LIMITATIONS AND EXCLUSIONS

8.1 Limitations InfoVista shall not be obligated to provide any Support Services to the Client if the need for services arises (or is found to have arisen) from (a) malfunctions caused by the Client's incorrect use of the Software Product or by modifications made by the Client to the Software Product without InfoVista's authorization; or (b) an issue not directly related to the Software Product; or (c) accidental destruction of files, other than where caused by InfoVista's negligence; or (d) failure by the Client to make adequate back-ups of files and operating input; or (e) non-compliance with the specifications, procedures, safety or care measures and other warnings contained in the Documentation; or (f) any use of the hardware on which the Software is installed, that does not conform to the manufacturer's specifications; or (g) any change to the Software model or codes made by someone other than InfoVista including, but not limited to, writing code to add functionality.

8.2 Exclusions Support Services do not include, without limitation, (a) a request for training, installation, advice or assistance services which may be offered by InfoVista or its partners through training, installation, consulting or assistance services; (b) a request for any on-site servicing by the Client; (c) a request for any modification to the configuration on which the Software Product is used, necessitated by the installation of an Update; (d) a request for customization of the Software Product.

Services not included in the Support Services shall automatically be subject to additional charges. In the event that InfoVista agrees, as an exception, to go on-site to resolve a Support Issue and such Support Issue is found not to be included as part of the Support Services, InfoVista may invoice the Client for the time spent on-site as Consulting Services at the then prevailing rates for such services.

In all cases, travel and subsistence expenses are not included and shall be payable by the Client.

9. TERM & TERMINATION

9.1 Unless provided otherwise in writing by the parties, the initial term of the Support Services contract shall take effect as of the first day of the month following the delivery of the Software Products and shall continue for a period of thirty-six (36) months from that date ("Initial Term").

9.2 After the Initial Term , the Support Services contract shall be renewed automatically on a yearly basis with the issuance of an invoice for the renewal sixty (60) days before the renewal date. Client may terminate up to sixty (60) days before the renewal date, by sending to InfoVista a notice of non-renewal by registered letter, return receipt requested (attention of

the letter General Counsel).

9.3 Support Services are included in the Subscription License Fees and shall be effective during the term of a Subscription License Contract, if applicable.

9.4 Upon reactivation of a expired or terminated Support Services contract, Client will be required to pay the past due amount for the lapsed period between the expiration or termination date of the contract and its date of reactivation plus one (1) year of Support Service. In addition to the previous, InfoVista reserves the right to charge Client with reinstatement fees equal to fifty percent (50%) of the last paid Support Service Contract.

9.5 Termination for breach. Either party may terminate these Terms and Conditions upon written notice, if the other party has materially breached this Agreement and the breach is not corrected within thirty (30) days from the date such written notice is received. Written notice shall occur upon the actual receipt of a letter specifying the nature of the breach and indicating termination of the license or service as the remedy. Non-payment of an invoice for Support Services fees shall constitute a material breach.

9.6 Termination for insolvency. InfoVista shall have the right to terminate this contract immediately by written notice if the Client becomes the subject of any voluntary or involuntary proceeding in bankruptcy or relating to receivership, insolvency, liquidation, or composition for the benefit of creditors, if such proceeding is not dismissed within sixty (60) days.

9.7 Effect of Termination. Any unpaid fees owed by Client shall accelerate and become immediately due and payable on the effective date of termination.

10. SUPPORT SERVICES FEE

10.1 Support Services shall be purchased for three (3) years at InfoVista's then current support fees, which are due and payable in advance of the first year and of any anniversary date.

10.2 InfoVista shall invoice Client for any renewal sixty (60) days in advance. The renewal fee paid for the Support Services for the previous period will be adjusted in accordance with Annex 6 of these present Global Support Terms.

10.3 All amounts due by the Client to InfoVista shall be paid within thirty (30) days from delivery of the invoice to the Client.

10.4 Taxes on the fees payable hereunder at the rate in force on the day of invoicing are excluded from the fees and must be paid in addition by the Client.

10.5 Past-due amounts are subject to a late charge equal to one and one-half percent (1½%) per month or the maximum amount allowed by law, whichever is less. In addition, giving fifteen (15) days prior written notice to Client, InfoVista reserves the right to suspend the performance of the Support Services until full payment by Client of the Support Services fees. InfoVista may also terminate the Agreement as per article 10 above.

11. LIABILITY

11.1 NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY INDIRECT, UNFORESEEABLE OR INCIDENTAL OR SPECIAL OR PUNITIVE DAMAGES; NOR SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL LOSS, LOSS OF PROFITS, LOSS OF DATA OR LOSS OF GOODWILL OR BUSINESS ARISING FROM A CLAIM UNDER THESE TERMS AND CONDITIONS.

11.2 CLIENT'S SOLE REMEDY IN THE EVENT OF A BREACH BY INFOVISTA OF ANY OBLIGATION HEREUNDER SHALL BE, AT INFOVISTA'S OPTION, FOR INFOVISTA EITHER TO RE-PERFORM THE NON-CONFORMING SERVICE OR TO REFUND AN APPROPRIATE PORTION OF THE FEES PAID BY THE CLIENT.

11.3 IN THE EVENT THAT INFOVISTA IS FOUND LIABLE IN RELATION TO THESE TERMS AND CONDITIONS, ITS AGGREGATE LIABILITY MAY NOT EXCEED, IRRESPECTIVE OF THE CAUSE OF LIABILITY, AN AMOUNT EQUAL TO THE SUPPORT SERVICES FEE PLUS TAX PAID BY THE CLIENT TO INFOVISTA FOR THE YEAR IN WHICH INFOVISTA IS FOUND LIABLE.

11.4 Neither party shall be liable to the other for any non-performance or delay in performance of any obligation hereunder if such non-performance or delay results from a chance event or a case of force majeure, including, but not limited to, strike, war, riot, insurrection, deficiency or delay in the means of transportation or communication, computer breakdown or rupture in electricity supply and more generally, following the occurrence of any event outside the sole control of the performing party. However, in the event that a case of force majeure prevents the performance hereof for

more than three (3) months, either party shall be free to terminate its Support Services by notifying the other party via registered letter, return receipt requested.

11.5 InfoVista shall not, in any situation, be liable for damage resulting from any non-performance by the Client of its obligations hereunder nor from any improper use of the Software Products in relation to the Documentation.

12. CONFIDENTIAL INFORMATION

12.1 Obligation of Confidence During the performance of these Terms and Conditions, each party may receive Confidential Information (as defined below) from the other. Each party will treat Confidential Information as confidential and shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care as the recipient uses to protect its own Confidential Information, to prevent the unauthorized dissemination or publication of the Confidential Information. Neither party will disclose Confidential Information other than to those of its employees or agents who need to know such information for performance of each party's rights and obligations under these Terms and Conditions. Neither party will use Confidential Information for any purpose beyond the performance of its rights and obligations under these Terms and Conditions without the prior written consent of the other party. All Confidential Information shall remain the property of the disclosing party, and each party will return or destroy any tangible materials containing such Confidential Information upon request of the other party.

12.2 Confidential Information shall mean all information marked or identified as confidential or proprietary, or received under circumstances reasonably interpreted as imposing an obligation of confidentiality, that is disclosed in the context of the Support Services. It includes, but is not limited to intellectual property rights, trade secrets and business matters such as research and development information, Software Products, source codes, new Products, business opportunities, sales and marketing plans and financial and personnel information. Confidential Information does not lose its status as Confidential Information merely because it was known by a limited number of persons or entities or because it was not entirely originated by either party.

12.3 Exclusions The obligations of confidentiality and protection imposed by this paragraph shall not apply, or shall cease to apply, to any information that (a) was lawfully known by either party prior to its receipt hereunder; or (b) is or becomes publicly available without breach of these Terms and Conditions; or (c) is lawfully received by either party from a third party who does not have an obligation of confidentiality to either party; or (d) is developed independently; or (e) is required by law, regulations or court order or pursuant to regulations imposed by stock exchange authorities, providing that the party seeking to disclose the Confidential Information promptly informs the other party of its intended disclosure, which other party may then seek a preventive order to limit such disclosure.

12.4 This article shall survive expiration or termination of these Terms and Conditions.

12.5 The parties agree to comply with the obligations contained in this article throughout the entire term hereof and five (5) years following the expiration hereof.

13. GENERAL

13.1 Notices. All written notices or communications concerning the Support Services shall be duly made if sent by registered letter return receipt requested to the registered office of the Client or the applicable InfoVista group company.

13.2 Nullity. In the event that any one of the provisions of these Terms and Conditions is found to be null and void, the other provisions shall retain their binding force and these Terms and Conditions may be partially performed while the parties agree on a new equivalent valid provision, which reflects their intention.

13.3 Entire Agreement. Except as expressly provided herein, the provisions of these Terms and Conditions contain the entire agreement entered into between the parties. They prevail over any prior provision or agreement as well as any communication between the parties relating to the subject matter hereof. Any variation to these Terms and Conditions must be evidenced in writing and requires the signature of both parties.

13.4 Waiver. The fact that either of the parties has not demanded the application of any clause hereof whatsoever, whether permanent or temporary, may not in any case be considered as a waiver of its rights under said clause.

13.5 Transfer. The right to receive Support Services and its related obligations and responsibilities may not be transferred or assigned by the Client in any manner whatsoever except upon the prior written agreement of InfoVista. InfoVista is authorized to transfer its rights and obligations under a Support Services contract to any InfoVista affiliate which controls, is controlled by, or is under common control with, InfoVista. "Control" is defined as owning greater than 50% of a business entity's common stock or other voting stock, including where the Affiliate is the successor to all of

InfoVista's assets and liabilities following a merger.

13.6 Limitation period. Except where the local law stipulates a mandatory longer period, no action, irrespective of its form, in relation to these Terms and Conditions may be instituted by either of the parties more than two (2) years after the occurrence of the event giving rise to the cause of action.

13.7 The applicable governing law provisions are set out in Annex 6. In the event of any action to enforce rights under this Agreement, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees, incurred in connection with such action. Additionally, each party irrevocably agrees to accept, and consents to receive, formal service of process for any legal proceeding with respect to any dispute or other matter arising out of the obligations of the respective parties under this Agreement via French Mail certified mail (return receipt requested) or sent by Federal Express, DHL or other internationally recognized overnight delivery service providing proof of delivery for overnight delivery to that party at the address for that party listed in Section 16 of this Agreement, with such service of process to be deemed completed for all purposes upon the date the same is duly delivered. In order to change the address at which any party consents to receive service of process, the other parties hereto must approve such request in writing.

ANNEX 1 - SUPPORT SERVICES DESCRIPTIONS

Support Services shall be provided in accordance with the applicable Customer Quality Charter, available on www.infovista.com :

*For Service Assurance : Customer Quality Charter - Service Performance Assurance

24*7 Support Services includes access to Issue Resolution Support Services related to Service Assurance application programming interfaces (APIs).

* For TEMS: TEMS - Quality Charter

Annual Support Services for TEMS Software Products and Appliances ("TEMS Quality Charter**") do not include access to major releases (from 1.0 to 2.0).** Client must subscribe to TEMS Quality Charter + to be granted access to major releases during the TEMS Quality Charter + subscription period.

*For Planning and Optimization : Customer Quality Charter - Planning & Optimization

*For APG: Customer Quality Charter - Application Performance Guarantee (Ipanema)

InfoVista shall only provide level 2 and 3 Support Services for Application Performance Guarantee (Ipanema) Software Products. Customer or third party shall be responsible for support level 1. Only Customer or third party personal certified after having received ICOS (Operational and Technical Support) and/ or (Advanced Support) ICAS training may contact InfoVista support. Customer or third party must have at least 1 ICOS and 1 ICAS or 2 ICAS trained personal to access InfoVista support.

ANNEX 2 - ANNUAL SUPPORT SERVICES FEE AND GOVERNING LAW

1. FEES

For Software Product supplied by all regions, the Support Services fee will be revised annually at each renewal of Support Services. The applicable percentage increase shall be at least 5 % and replaces any Customer Price Index. This percentage shall be applied worldwide.

2. GOVERNING LAWS

2.1   If the Software Product is supplied by <u>INFOVISTA CORPORATION, INFOVISTA NETWORK TESTING INC</u> or one of their distributors, the following clause will apply:

THE CONTRACT FOR SUPPLY OF SUPPORT SERVICES SHALL BE GOVERNED BY DELAWARE LAW AND THE TERMS AND CONDITIONS SHALL BE CONSTRUED BY EXAMINATION OF DELAWARE LAW. ALL DISPUTES AND LITIGATION ARISING OUT OF OR IN RELATION TO THE INTERPRETATION OR PERFORMANCE OF THE TERMS AND CONDITIONS SHALL BE LITIGATED IN THE DISTRICT OR CIRCUIT COURTS FOR DELAWARE.

2.2   If the Software Product is supplied by <u>INFOVISTA CANADA</u> or one of its distributors, to a Canadian Client, the following clause will apply:

THE CONTRACT FOR SUPPLY OF SUPPORT SERVICES SHALL BE GOVERNED BY QUEBEC LAW AND THE TERMS AND CONDITIONS SHALL BE CONSTRUED BY EXAMINATION OF QUEBEC LAW. ALL DISPUTES AND LITIGATION ARISING OUT OF OR IN RELATION TO THE INTERPRETATION OR PERFORMANCE OF THE TERMS AND CONDITIONS SHALL BE LITIGATED IN THE DISTRICT OR CIRCUIT COURTS FOR QUEBEC.

2.3   If the Software Product is supplied by INFOVISTA<u> (ASIA-PACIFIC) PTE LTD</u> or one of its distributors, the following clause will apply:

THE CONTRACT FOR SUPPLY OF SUPPORT SERVICES SHALL BE GOVERNED BY THE LAWS OF THE REPUBLIC OF SINGAPORE AND THE TERMS AND CONDITIONS SHALL BE CONSTRUED BY EXAMINATION OF SUCH. ALL DISPUTES AND LITIGATION ARISING OUT OF OR IN RELATION TO THE INTERPRETATION OR PERFORMANCE OF THE TERMS AND CONDITIONS SHALL BE LITIGATED IN THE COURTS OF THE REPUBLIC OF SINGAPORE.

2.4   If the Software Product is supplied by INFOVISTA <u>JAPAN</u> or one of its distributors, to a Japanese Client , the following clause will apply:

THE CONTRACT FOR SUPPLY OF SUPPORT SERVICES SHALL BE GOVERNED BY THE LAWS OF JAPAN AND THE TERMS AND CONDITIONS SHALL BE CONSTRUED BY EXAMINATION OF SUCH. ALL DISPUTES AND LITIGATION ARISING OUT OF OR IN RELATION TO THE INTERPRETATION OR PERFORMANCE OF THE TERMS AND CONDITIONS SHALL BE LITIGATED IN THE COURTS OF JAPAN OR IN THE COURTS OF SUCH OTHER COUNTRY THAT INFOVISTA MAY IN ITS DISCRETION DETERMINE.

2.5   If the Software Product is supplied <u>INFOVISTA SAS</u> or any of its distributors, the following clause will apply:

THE CONTRACT FOR SUPPLY OF SUPPORT SERVICES SHALL BE GOVERNED BY FRENCH LAW AND THE TERMS AND CONDITIONS SHALL BE CONSTRUED BY EXAMINATION OF FRENCH LAW. ALL DISPUTES AND LITIGATION ARISING OUT OF OR IN RELATION TO THE INTERPRETATION OR PERFORMANCE OF THE TERMS AND CONDITIONS SHALL BE LITIGATED IN THE PARIS COMMERCIAL COURTS.

2.6   If the Software Product is supplied by <u>INFOVISTA UK LTD or INFOVISTA NETWORK TESTING LTD</u> or one of its distributors, the following clause will apply:

THE CONTRACT FOR SUPPLY OF SUPPORT SERVICES SHALL BE GOVERNED BY OF ENGLAND AND WALES LAW AND THE TERMS AND CONDITIONS SHALL BE CONSTRUED BY EXAMINATION OF ENGLAND AND WALES LAW. ALL DISPUTES AND LITIGATION ARISING OUT OF OR IN RELATION TO THE INTERPRETATION OR PERFORMANCE OF THE TERMS AND CONDITIONS SHALL BE LITIGATED IN THE LONDON COMMERCIAL COURTS.

2.7   If the Software Product is supplied by <u>INFOVISTA FZCO</u> or one of its distributors, the following clause will apply:

THE CONTRACT FOR SUPPLY OF SUPPORT SERVICES SHALL BE GOVERNED BY ENGLAND AND

WALES
LAW AND THE TERMS AND CONDITIONS SHALL BE CONSTRUED BY EXAMINATION OF ENGLAND AND WALES LAW. ALL DISPUTES AND LITIGATION ARISING OUT OF OR IN RELATION TO THE INTERPRETATION OR PERFORMANCE OF THE TERMS AND CONDITIONS SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE PROVISIONS SET FORTH UNDER THE DUBAI INTERNATIONAL ARBITRATION CENTRE (DIAC) ARBITRATION RULES BY ONE OR MORE ARBITRATORS APPOINTED IN COMPLIANCE WITH THE RULES.

2.8   If the Software Product is supplied by <u>INFOVISTA (BEIJING) SOFTWARE CO LTD, or</u> one of its distributors, to a Chinese Client, the following clause will apply:

THE CONTRACT FOR SUPPLY OF SUPPORT SERVICES SHALL BE GOVERNED BY OF ENGLAND AND WALES LAW AND THE TERMS AND CONDITIONS SHALL BE CONSTRUED BY EXAMINATION OF ENGLAND AND WALES LAW. ALL DISPUTES AND LITIGATION ARISING OUT OF OR IN RELATION TO THE INTERPRETATION OR PERFORMANCE OF THE TERMS AND CONDITIONS SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE PROVISIONS SET FORTH UNDER CHINA INTERNATIONAL ECONOMIC AND TRADE ARBITRATION COMMISSION (CIETAC) ARBITRATION RULES ARBITRATION RULES

2.9   If the Software Product is supplied by <u>INFOVISTA INDIA SOFTWARE Pvt Ltd, or</u> one of its distributors, to an Indian Client, the following clause will apply:

THE CONTRACT FOR SUPPLY OF SUPPORT SERVICES SHALL BE GOVERNED BY THE LAWS OF INDIA AND THE TERMS AND CONDITIONS SHALL BE CONSTRUED BY EXAMINATION OF THE LAWS OF INDIA. ALL DISPUTES AND LITIGATION ARISING OUT OF OR IN RELATION TO THE INTERPRETATION OR PERFORMANCE OF THE TERMS AND CONDITIONS SHALL BE LITIGATED IN THE BANGALORE COMMERCIAL COURTS.