

General Terms of Purchase

1. Scope

Unless otherwise agreed upon with Infovista, these General Terms of Purchase shall apply to all purchases made by Infovista whether they be for equipment, other materials, or services (the "Supply" or the "Supplies").

2. Orders

2.1. Purchase Order

Supplies must always be the subject of a purchase order (the "Order"). Orders shall be made by mail, fax, or any electronic means that has been agreed upon.

2.2. Acceptance of the General Terms of Purchase

Infovista urges the supplier (the "Supplier") who receives an Order to acknowledge receipt of the Order and return the acknowledgment of receipt to the Accounting Department by mail, fax, or any electronic means that has been agreed upon, at the latest within eight (8) business days from the Order date. These General Terms of Purchase shall prevail over the Supplier's terms of sale. In the absence of an acknowledgment of receipt, the beginning of the performance of the Order shall be deemed an express acceptance of these General Terms of Purchase and shall automatically entail the Supplier's waiver of its own terms and conditions. In the absence of acknowledgment of receipt or the beginning of the performance of the Order, within these eight (8) aforementioned business days, the Order shall be deemed cancelled.

2.3. Supplier's Specific Obligations

- 2.3.1 The Supplier, a professional in its field shall deliver the Supplies in compliance with the applicable standards and customary practices, as well as with laws, regulations and standards in force concerning health, safety, environmental protection, and labor laws. The Supplier shall hold harmless and defend Infovista from and against any claims arising out of breach of these provisions and shall bear all the direct and indirect consequences thereof.
- 2.3.2 The Supplier shall deliver the Supplies in compliance with all other documents that govern the relations between Infovista and the Supplier in connection with the Supply and that are complementary to these General Terms of Purchase, in particular the drawings, specifications, list of requirements, etc (the "Documents"). In case of computer related Supplies, the Supplier shall have a duty to counsel Infovista.
- 2.3.3 At Infovista's first request, the Supplier undertakes to make any modification to the Supply, to provide any and all information about the Supplies or the Order.
- 2.3.4 Acceptance of the Order shall automatically bind the Supplier to strictly comply with the delivery deadline shown on the Order. No early delivery shall be accepted without prior agreement and expenses therefore shall be borne by the Supplier. In case of a failure to respect the delivery deadline Infovista shall have the option to rescind the Order in accordance with Article 13.2 herein, in addition to any damages claims. Any extra cost caused by being forced to order Supplies from a third party shall be borne by the Supplier.

3. Intellectual and Industrial Property Rights

- 3.1 The Supplier shall be personally responsible for the validity of the intellectual and industrial property rights related to the Supplies, as well as the free use of the Supplies as regards the intellectual and industrial property rights of any third party. The Supplier shall hold Infovista harmless from any complaint and/or claim made by a third party.
- 3.2 In the event a third party would initiate proceedings requesting that the use, marketing, or sale of the Supplies be forbidden, limited, or modified, the Supplier shall be solely liable for the consequences resulting from these proceedings that may give rise to payment of damages, including any negative effect they might have on Infovista's corporate reputation. The Supplier shall indemnify and compensate Infovista for all damage sustained as a result of the partial or total failure to perform any contract(s) binding Infovista to its

customer(s) in relation to the Supplies, including any damage payments that Infovista might owe to its customer(s) for failing to fulfil its commitments and the extra cost caused by any modification needed for the Supplies involved. Furthermore, Infovista shall have the option to rescind the Order in accordance with Article 13.2 herein.

4. Prices, Invoicing, and Payment Terms

4.1. Prices

Applicable prices shall be those shown on the Order. They shall be firm and may not be revised and shall be understood "Delivery Duty Paid", or "DDP", (as defined in Incoterms 2000 or any subsequent Incoterms that may be substituted for Incoterms 2000), place of delivery. They may not be modified in any way whatsoever without the express agreement of both parties.

4.2. Invoicing

All the details shown on the Order that allow the Supplies to be identified and checked shall be shown clearly on the invoice. The invoice must be sent to the address shown on the face of the Order.

5. Payment Terms

Unless stipulated otherwise, the invoices shall be payable by bank-to-bank transfer sixty (60) days from the end of the calendar month on the 10th. Infovista shall have the option of offsetting amounts owed to it by the Supplier for any reason whatsoever in connection with the Order.

6. Delivery

6.1 Supplies shall be delivered to the place of delivery shown on the Order. The Supplier shall be financially responsible for any damage (breakage, missing items, partial damage, etc.) to the Supply as a result of inappropriate or inadequate packaging.

6.2 Infovista reserves the right to refuse the Supplies by ordinary letter, fax, or any other electronic means agreed upon in the event the delivery deadline is not respected or that delivery is incomplete or contains more Supplies than ordered or does not comply with the Order and/or the Documents.

6.3 Any Supply that is refused shall be returned to the Supplier at its own expense and risks within eight (8) days from the date of the notice of refusal of delivery. The Supplier shall indemnify and compensate Infovista for any damage, extra cost or expenses related to its failure to perform its obligation to deliver Supplies that conform exactly to the Order. Infovista shall have the option to rescind the Order in accordance with Article 13.2 herein.

7. Warranties

7.1 The Supplier, an expert in its field assumes full responsibility and liability for the Supplies, their design, the manufacturing processes used to produce them, the technical choices to be implemented for their production, and their fitness for the particular purpose for which they are intended. The Supplier warrants that it is perfectly aware of this, no matter what assistance Infovista may have provided during the development stage of the Supplies. The Supplier warrants the Supplies against any non-conformity to the Order and/or the Documents from the time of delivery, whether the defect is the result of an error in design, materials, or manufacturing, as more generally, against any hidden or obvious defects.

7.2 The Supplier shall hold Infovista harmless from any loss, personal injury, material, consequential and incidental damages, including any damage to Infovista's reputation, and shall indemnify Infovista against any direct and indirect costs arising out of breach of Supplier's obligation to deliver Supply free from defect. Any provision that might limit or decrease this liability is null and void.

8. Insurance

The Supplier shall take out an insurance policy with a reputedly solvent insurance company, in compliance with Infovista conditions and shall provide proof thereof at first request. This insurance shall in no event constitute a limitation of the Supplier's liability.

9. Non-transferability [“Personal Contract”] - Subcontracting

9.1 The Supplier may not transfer any of its rights and obligations arising from the Order or any part thereof, without Infovista's prior, authorization.

9.2 In the event direct or indirect control of the Supplier is changed or its business is sold or transferred, Infovista shall have the option of cancelling the Orders in progress in accordance with Article 13.2 herein.

9.3 The Order may not be subcontracted by the Supplier, whether in full or in part, directly or indirectly, without Infovista's prior, express authorization. Should the Supplier be authorized to subcontract all or any part of the Order to a third party, the Supplier shall remain solely and fully responsible and liable to Infovista for performance of the Order and these General Terms of Purchase. The Supplier shall compensate and hold Infovista harmless from any claim from the subcontractors.

10. Confidentiality

10.1 All information provided to the Supplier by Infovista or one of its affiliates or representatives, including, but not limited to, technical, industrial, commercial, or financial information, no matter how said information may have been provided (orally, in writing, or other), including but not limited to the designs, drawings, descriptions, specifications, reports, microfilms, computer disks, software and documentation related thereto, samples, prototypes, etc. shall be confidential (the "Information"). The Information shall also include information of which the Supplier's employees or agents, suppliers, subcontractors, representatives, and/or permanent or temporary collaborators may become aware during the Order.

10.2 The Information may only be used in connection with the Order. The Supplier shall take all measures to ensure that no Information is disclosed or revealed to a third party. Any failure to comply with this obligation of confidentiality shall result in the application of Article 13.2 herein.

10.3 This obligation of confidentiality shall remain in effect for a term of five (5) years after termination of the Order for any reason whatsoever. Once the Order is finished, the Supplier shall, at first request, return to Infovista all documents related to the Order, whether confidential or not. The Supplier may not keep any copy unless Infovista has granted its prior, express authorization to do so.

11. Transfer of Ownership/Risks

11.1 For goods, risks of loss of the Supplies shall be transferred upon delivery of the Supplies to InfoVista. Transfer of title shall be made upon acceptance of the goods in the location defined by InfoVista, no matter what delivery conditions may be shown on the Order.

11.2 During the Order and prior to delivery, Infovista reserve the right to audit all manufacturing processes for the Supplies and the Supplies themselves on the Supplier's premises or those of its subcontractors, if applicable. The Supplier hereby agrees to grant Infovista free access to its premises at any time and to ensure that Infovista has free access to its subcontractors' premises and to give Infovista the possibility of testing the Supplies without said testing limiting in any way the Supplier's liability or warranties.

12. Specific Supplies

12.1 All supplies and other specific equipment made by the Supplier, for the needs of Infovista shall remain Infovista's exclusive property, as soon as they are made. Unless stipulated otherwise, InfoVista shall own all related intellectual or industrial property rights, such as copyright, patent claims, producer's database rights, right with image, this list being non exhaustive, in order to enable InfoVista to such and exploit commercially these rights to their fullest extent possible. Reproduction, communication, translation and indexing rights and more generally the exploitations, including the electronic, data processing and telematics' exploitations, whatever the format, know or unknown, current or future, of the intellectual works of all kind made for Infovista are assigned exclusively to Infovista for all countries and all languages, this assignment being made for all places and for the entire duration of the copyright; the author keeping his moral rights on his work.

13. Termination - Rescission

13.1. Termination

13.1.1 When the Order is placed for an unlimited period of time and the quantities for which Infovista commits itself shall be those shown on the delivery schedules, Infovista may terminate the Order at any time by certified letter with return receipt subject to prior notice of one (1) month, pursuant to section 1134 of the Civil Code and section L. 442.6.I.5 of the Commerce Code¹. The notice period may be reduced by

¹ **Article L442-6 I.** - The following acts committed by any producer, trader, manufacturer or person listed in the trade register render the perpetrator liable and entail the obligation to redress the prejudice caused: 5. Suddenly breaking off an established business relationship, even partially, without prior written notice commensurate with the duration of the business relationship and consistent with the minimum notice period determined by the multi-sector agreements in line with standard commercial practices. When the business relationship involves the supply of

express agreement of the parties in the event of an emergency. During the notice period, the Order must be performed in accordance with the contractual terms and conditions that are in effect at the time of notice of termination is sent, in particular regarding price. Termination of the Order shall not give rise to any indemnity or compensation being owed to the Supplier for any reason whatsoever.

13.2. Rescission in the event of breach

Infovista may, upon its notice in writing by way of certified letter with return receipt to the Supplier rescind the Order if the Supplier fails to perform or observe any of its contractual obligations, provided that the Supplier fails to remedy in part or in total such breach within eight (8) days of receipt of such notification requiring it to do so. Infovista shall have the right to pursue any and all remedies for such breach as are permitted by applicable law.

14. Miscellaneous

14.1 If any of the provisions of these General Terms of Purchase shall be held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

14.2 Failure by Infovista at any time to exercise any of its rights under these General Terms of Purchase, the Order and/or the Documents shall not be deemed a waiver thereof, nor shall such failure in any way prevent Infovista from subsequently asserting or exercising such rights.

14.3 The Supplier shall make no reference to its commercial relations with Infovista without Infovista's prior, express authorization.

14.4 These General Terms shall be governed by and construed in accordance with French law. The Paris Tribunal of Commerce will have exclusive jurisdiction for any disputes relating to these Terms. The Vienna United Nations Convention on Contract for the International Sale of Goods will not apply to these Terms.

products bearing the distributor's brand, the minimum notice period is double that which would apply if the products were not supplied under the distributor's brand. In the absence of such agreements, the decrees issued by the Minister for the Economy may determine a minimum notice period for each product category, taking due account of commercial practices, and may lay down conditions for the severing of business relations, paying due regard to their duration. The foregoing provisions do not affect the right to cancel without notice in the event of the other party failing to discharge its obligations or in the event of force majeure.