

## 1. Introduction

This document forms part of an agreement between AccepTV and you (the « Customer ») concerning the sale of « Products » and/or « Services ». A « Product » or « Service » can be:

- A license (the « License ») of a software application (the « Software »),
- Hardware (the « Hardware »),
- Maintenance of Software or Hardware (the « Maintenance »),
- Consulting services (the « Services »).

Any sale of Product or Services implies the agreement by the Customer of the terms and conditions detailed in this document.

When a commercial offer (the « Quotation ») is emitted by AccepTV, it constitutes particular terms and conditions which modify the terms and conditions of this document or which get added to the terms and conditions of this document.

Only AccepTV can modify these terms and conditions. No modification, deletion or addition can be applied without a written agreement from AccepTV.

## 2. Software License

AccepTV is the provider of Software which is submitted to the terms and conditions indicated in the End User License Agreement (EULA) of the Software, and possibly in the Maintenance contract.

The License of a Software can be granted for a limited time, for a limited number of machines and/or for a limited number of processing results. The license time period starts on the delivery date. This date is indicated by a delivery order signed by the Customer. A Software can require an activation key. This activation key will be delivered to the Customer only after the delivery order has been signed. This activation key may require the Customer to have a permanent connection to the Internet for the machine which runs the Software. In this case, usage statistics can be sent to a remote server.

The ownership of a License, the installation of a Software or the use of a Software under License by the Customer does not grant any intellectual property of the Software to the Customer. The intellectual property of the Software, of its source code and of its possible technologies belongs to AccepTV or to AccepTV's suppliers.

The Customer is in charge of creating appropriate backup copies the Software and of its data.

ACCEPTV DISCLAIMS ANY AND ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT RESTRICTION ANY LOST PROFITS, LOST SAVINGS OR OTHER INDIRECT,

INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE A SOFTWARE EVEN IF ACCEP TV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. ACCEP TV'S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT PAID FOR THE SOFTWARE UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT.

The Customer shall not cause or permit the reverse engineering or reverse compilation of the Software provided by AccepTV, or any other attempt to derive source code from this Software.

Every Software sublicensed by AccepTV is submitted to the EULA indicated by AccepTV.

### **3. Hardware**

The Hardware sold or resold by AccepTV is submitted to the manufacturer warranty, for any real or apparent problem.

### **4. Maintenance**

The Maintenance of a Software or Hardware supplied by AccepTV is granted for a limited time, for a limited number of machines and/or for a limited number of processing results. Maintenance is submitted to a Maintenance contract.

Except for particular terms and conditions indicated in the Maintenance contract, Maintenance is granted for a duration of one year and is automatically renewed using the prices at the time of the renewing.

Every Software sublicensed by AccepTV is submitted to the Maintenance contract indicated by its supplier. Only this supplier will be in charge of the Maintenance for this Software.

In the same way, every Hardware sublicensed by AccepTV is submitted to the Maintenance contract indicated by its supplier. Only this supplier will be in charge of the Maintenance for this Hardware.

### **5. Services**

The content of the Services supplied by AccepTV is freely defined between AccepTV and the Customer. This content is defined in the commercial offer or Quotation emitted by AccepTV. The duration corresponding to these Services is an estimate. When the real duration of Services is lower than its estimate, the price of these Services may remain unchanged.

### **6. Prices**

Prices are the ones at the time of ordering. Prices are normally expressed in Euros and do not include VAT. Shipping price and VAT may be included if required. Prices are subject to change without prior notice.

## **7. Discount**

Any possible discount will be indicated in the commercial offer or Quotation.

## **8. Payment**

Payment is due within the 30 days after invoice. The payment procedure is mentioned on the commercial offer or Quotation accepted by the Customer.

## **9. Late payment penalties**

If payment is not fully done by the due dates, the Customer may have to pay late payment penalties. These penalties can represent, for each month of late payment, up to 10% of the payment being due. This can be applied without prior notice. AccepTV can delegate the payment procedure to an external company.

## **10. Property**

**AccepTV keeps the property of sold Products and/or Services until payment is fully achieved. For any Software product, AccepTV remains the owner of all Intellectual Property included in the Software.**

## **11. Communication**

AccepTV reserves the right to use the name and/or logo of its Customers for communication and/or advertising purposes. The web site of AccepTV will be able to propose hypertext links to the Customers web site(s).

## **12. Delivery**

Delivery is made to the address given on the order. Delivery times are approximate and represent average delivery times corresponding to the time normally required to process and deliver an order. AccepTV may not be held responsible for any consequences of a delay in delivery, particularly in the event of a force majeure, computer breakdowns, and disruption or strikes affecting postal services, transport or communications.

## **13. Return**

The return of a Product will be accepted only if a clause of the EULA has been refused and only if a reasonable solution could not be found. Reimbursement will then be performed within 60 days after reception of the returned Product.

## **14. Term and resiliation**

Orders shall not be cancelled once they have been signed. Signature can be performed manually or electronically.

Maintenance is granted for a period of time defined in the commercial offer or Quotation. Maintenance shall be paid in advance, at the beginning of this period of time.

The absence of a full payment of a Product or Services can suspend the delivery or activation of this Product or Services.

### **15. Responsibility limitation**

At no time AccepTV, in conformity with any legal fundament, will be held responsible for any indirect, emergent, punitive, consequential or direct damage. AccepTV is not responsible for damages and perjuries of any nature that might be caused by the exactitude, exhaustivity, actuality and/or errors or omissions that could be part of any material provided by AccepTV.

AccepTV does not guarantee the availability, continuity or infallibility of its website and as a consequence, excludes in the greatest extent allowed by the law any responsibility for damages of any nature or kind that could be derived from the lack of availability or continuity of its web site functioning and its services

### **16. Force Majeure**

AccepTV will not be liable for failure or delay in performing its obligations if such failure or delay is due to circumstances beyond its reasonable control, including but not limited to acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of, interruption or delay in telecommunications or third party services (including DNS propagation), failure of third party software or hardware or inability to obtain raw materials, supplies or power used in or equipment needed for provision of a Product or Services.

### **17. Applicable law**

This Agreement shall be governed by the laws of Nantes, France. Customer and Provider expressly stipulate that all litigation under this Agreement shall be brought in the court of Nantes, France. Customer and Provider agree that Nantes, France, is both the place of making and the place of performance of this Agreement and both parties consent to jurisdiction in France. This Agreement is the complete and exclusive statement of the agreement between Customer and Provider; it supersedes all proposals, oral or written, and all other communications between Customer and Provider relating to the subject matter of this Agreement. No modification to this Agreement or any of its terms may be made except by express written agreement signed by the two parties. The waiver by either party of a breach of any term of this Agreement shall not constitute a waiver of any subsequent breach of this Agreement.