End-user licence for Software Products published by GEOCONCEPT SAS
IMPORTANT

THIS SOFWARE LICENCE AGREEMENT DEFINES THE TERMS AND CONDITIONS OF UTILISATION OF SOFTWARE PRODUCTS PUBLISHED BY GEOCONCEPT SAS, AND DESCRIBES THE LIMITED WARRANTY AND LIABILITY RELATED TO THEIR UTILISATION. WHATEVER YOUR ROLE OR POSITION HELD IN YOUR ORGANISATION, BY INSTALLING THIS SOFTWARE YOU IMPLICITLY AGREE ENTIRELY AND UNCONDITIONALLY TO BE BOUND BY THE LICENCE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH ANY OF THE TERMS, CONDITIONS, WARRANTY OR LIABILITY LIMITATIONS, DO NOT INSTALL THE SOFTWARE, AND RETURN THE SOFTWARE PROMPTLY TO YOUR SUPPLIER OR TO GEOCONCEPT SAS TO OBTAIN A FULL REFUND.

1 DEFINITIONS

The following definitions are applicable to the terms used in this document:

• «Bug»: a fault in the software that manifests as a permanent and reproducible dysfunction, that is, as an operational malfunction within the software preventing it from functioning as described in the accompanying documentation, and that cannot be ascribed to incorrect utilisation on the part of the Licensee or any other user, whether authorised or not;

• Order form or product offering»: any document that constitutes the order issued by the Licensee and accepted by GEOCONCEPT SAS or by one of its distributors, or constituting the commercial products and services offering as drawn up by GEOCONCEPT SAS or by one of its distributors and accepted by the Licensee.

• «Map»: collection of geographic data that are arranged in a systematic or methodical manner with a view to being used by certain GEOCONCEPT SAS Software Products;

• «DataPack»: collection of geographic data arranged in a systematic or methodical manner with a view to their utilisation by certain GEOCONCEPT SAS Software Products;

• «Documentation»: electronic documentation accompanying the Software Product;

• «Geocoding»: address handling in view of associating geographic coordinates to addresses;

• «Geocoder»: one of the geocoding Softare products published by GEOCONCEPT SAS;

• «Software Product»: any software product for which GEOCONCEPT SAS holds intellectual property rights. The term 'Software Product' refers to executable programs documented and designed by GEOCONCEPT SAS for the purpose of being distributed to several LICENSEES with a view to the same application, and to perform the same function, and fulfilling standard requirements, such as those described in their accompanying documentation. The term 'Software Product' also refers to modules and extensions associated to the Software , and any other intangible element that can be installed by the LICENSEE;

• «Geoconcept Web»: one of the Software Products published by GEOCONCEPT SAS and used for the purpose of creating Internet, Intranet or Extranet portals as well as for the deployment of geographic web services;

• «GEOCONCEPT SAS»: the publishing company that produces and distributes the Software Products that are the object of this license;

• «Install»: the act of copying the Software Product to the hard disk of a computer, or to any other similar storage device. The installation is performed by the Licensee under their own responsibility;

• «Licensee»: the legal person who subscribes to an order directly with GEOCONCEPTS SAS or with one of its reseller, this order having been accepted by GEOCONCEPT SAS;

• «Module»: standard component corresponding to additional functionalities, that complete the functionalities of the Software Product;

• «SmartLabel Editor Module for Geoconcept»: one of GEOCONCEPT SAS's Software Products enabling the dynamic optimisation of the positioning of an odonym, a series of toponyms, or items of textual or symbol information on map;

• «Asset/ressource»: a person (technician, sales representative, etc.), a vehicle (car, or lorry, etc.), a mobile object, etc. for which the Software Product optimises the planning of appointments or movements;

• «Site»: the LICENSEE's premises where the Software Product is installed and/or used;

• «Reference table»: file of geographic data that can be supplied with the Software Product, in particular UGC in order to enable the deployment of the geocoding;

• «UGC»: Universal Geocoder, one of the geocoding Software Products published by GEOCONCEPT SAS;

• «Users»: the staff members of the LICENSEE and any other physical persons that are staff members of the LICENSEE, that is to say under the direct or indirect authority of managers of the LICENSEE, and who exercise the utilisation rights defined in this licence contract;

• «Geographic zone»: geographic zone for which the Licensee is authorised to use the Software Product, whereby all analyses and treatments performed by the LICENSEE using the Software Product are restricted to information or data included exclusively in this zone (for example, a country or a group of countries, a region, a town, etc.).

2   PURPOSE AND SCOPE OF THE AGREEMENT

2.1 GEOCONCEPT SAS grants the LICENSEE, who accepts, the right to use the Software Product in object code, for the duration as stipulated in the product Order or Proposal, for their own personal use, on a non-exclusive, non-transferable basis, and subject to the conditions stipulated by the present license agreement.

2.2 If the Software Product licence is destined to provide Annual utilisation rights, this right to use the Software Product is granted for a limited duration, in return for payment of a licence fee, or one-off start-up cost for the first year, and utilisation fees or charges for subsequent years, as stipulated on the Order or in the Product Proposal for the Site, the number of users, the number of assets and the geographic zone, and where appropriate with the DataPack, the Maps or Reference tables mentioned in these documents. In the framework of a licence granting Annual Utilisation Rights the LICENSEE may benefit from basic maintenance services so long as the right to use the Software Product has not expired. Access to basic maintenance services is subject to the terms and conditions in force at the time as described on the GEOCONCEPT SAS Internet site.

2.3 When the Software Product licence is of the rental or leasing type, the right to use the Software Product is granted for a limited duration in return for payment of a licence fee for each rental period, as stipulated in the Order or Product Proposal, for the Site, the number of users, the number of assets and the geographic zone, and where appropriate with the DataPack, the Maps or Reference tables mentioned in these documents. In the framework of a leasing type licence agreement, the LICENSEE may benefit from basic maintenance services so long as their right to use the Software Product has not expired. Access to basic maintenance services is subject to the conditions currently in force as described on the GEOCONCEPT SAS Internet site.

2.4 When the Software Product licence does not consist of Annual Utilisation Rights, nor of a leasing type agreement, the Right to use the Software Product is granted for an indefinite period in respect of a royalty downpayment as stipulated in the Order or Product Proposal, for the Site, the number of users, the number of assets, and the geographic zone, and where appropriate with the DataPack, Maps or Reference tables mentioned in these documents.

3   ACCEPTATION

3.1   The LICENSEE is considered to accept the terms and conditions of the present licence from the moment the LICENSEE exercises any of the rights granted by the licence.

4   EFFECTIVE DATE, TERM, AND RENEWALS

4.1 When the Software Product licence grants Annual User Rights, the present licence agreement takes effect on the date indicated on the invoice addressed to the LICENSEE, unless otherwise stated on the invoice. The licence is automatically renewed for subsequent periods of twelve months, unless a notice of termination is sent by either party, GEOCONCEPT SAS or the LICENSEE, by registered mail, sent at least one month prior to the expiration date of the currrent annual period.

4.2 If the licence is renewed for twelve new months, the LICENSEE will pay the royalty fee on reception of the invoice related to the renewal of the annual utilisation rights. In the event that no payment is made, the LICENSEE will no longer be authorised to use the Software Product, nor any supporting element such as the DataPack, the Maps or Reference tables, and will not be able to benefit from the associated maintenance services.

4.3 When the Software Product licence is a leasing type contract, the present licence comes into force for the limited duration stipulated in the Order or Product Proposal, on the start date as indicated on the invoice addressed to the LICENSEE, unless otherwise stated on the invoice. If the LICENSEE renews the licence for a new limited duration, the LICENSEE will pay the corresponding licence fee invoice for the renewed leasing fee. In the case of non-payment of this invoice, the LICENSEE will no longer be authorised to use the Software Product, nor any supporting element such as the DataPack, the Maps or Reference tables and will not benefit from any of the associated maintenance services.

4.4 When the licence is of a type other than those mentioned in the foregoing clauses, it will come into force at the time of the LICENSEE's acceptance of the terms and conditions, and for an indefinite duration, unless a termination of contract under the terms of article 16.1 should apply.

5   REVISION OF PRICES

5.1   GEOCONCEPT SAS reserves the right to revise the annual licence or leasing fee by up to 5%.

5.2   An increase in the number of assets, or of Users, and any enlargement of the geographic zone will result in the payment of additional start-up charges, as well as a revised annual licence fee payment.

5.3   The LICENSEE will not be granted any refund on start-up fees paid for the utilisation of the Software Product if the LICENSEE declares a reduction in the number of assets, of Users, or of the Geographic zone.

6 RIGHT TO USE the Software Product

6.1   General points
GEOCONCEPT SAS grants the LICENSEE the right to use the Software Product in the exact conditions described below, to the exclusion of any other type of utilisation, and as follows:

in accordance with its destined purpose, as described in the Order and in the Documentation;

for the Number of users or Assets, and for the geographic zone indicated on the Order or Product Proposal;

in accordance with the present dispositions as well as with the regulations and security instructions, for the utilisation and correct functioning contained in the Documentation;

exclusively with the DataPack(s) provided with the Software Product by GEOCONCEPT SAS, or by one of their distributors as described in the Order or Product Proposal.

Only those modules listed on an Order or sales Proposal can be used and installed under the terms of the present licence.

6.2   Limitations
The Software Product must be used solely for the personal use and needs of the LICENSEE, and to the exclusion of any other utilisation, and notably any commercial utilisation, direct or indirect, which would require the prior express agreement of GEOCONCEPT SAS.

6.2.1   The following are in particular prohibited, except in the case where previous consent has been obtained from GEOCONCEPT SAS:

• any utilisation for the production of Maps in formats used by GEOCONCEPT SAS Software Products, maps, or reports that are either printed, or inserted in electronic documents, of files containing data or analyses reproducing the results of the utilisation of the software product, as well as any utilisation, adaptation, translation, summary or synthesis of these elements made available or supplied to any third party that is not an authorised User of the Software Product under the terms of the present licence contract subscribed to by the LICENSEE, except with the prior consent of GEOCONCEPT SAS.

•   the utilisation of the Software Product, consisting of or including any utilisation of Geoconcept Web, with a view to offering a service, whether remunerated or not, to users is not authorised by the present licence.

6.2.2   The right to use the Software Product is granted for the version available at the date of acceptance of the Order by GEOCONCEPT SAS, or at the date of acceptance of the proposal by the LICENSEE.

6.2.3   Any utilisation that has not been expressly authorised by the present licence, or is not in conformity with the destination of the software or its Documentation, or to the dispositions of the Intellectual Property Code, is illicit, or illegal.

6.2.4   The LICENSEE may not:

• Reproduce, by any means, the Software and the Documentation, except for one single back-up copy for security purposes, this copy being useable only in the event of a malfunction of the copy installed on the computer;

• create any representation, distribution, or marketing of all or part of the Software Product, whether free of charge or in return for payment;

• make available, either directly or indirectly, all or part of the Software Product or its documentation, for the benefit of a third party either free of charge, or in return for payment, notably through a rental or leasing arrangement, or by being lent out, hired or transferred;

• utilize all or part of the Software Product or its Documentation, in any way, whether for the purpose of designing, creating, distributing or marketing a similar software product that would be an equivalent or a substitute;

• adapt, modify, transform or arrange all or part of the Software Product, notably with a view to creating functionalities that are derived or new, for a software product and/or of a derived or entirely new software product, except through the

utilisation of the development kits marketed by GEOCONCEPT SAS for which the LICENSEE is the legitimate owner of a sofware licence. The LICENSEE recognises that these derived or new functionalities created by means of the cited development kits marketed by GEOCONCEPT SAS, necessarily incorporate items of intellectual property of which GEOCONCEPT SAS is the owner, and that the utilisation of these functionalities, whether derived or new, is subject to the terms and conditions defined in the present licence agreement;

• perform any transcription, direct or indirect, or translation into other languages of the Software Product as well undertake any modification, even partial, with a view notably to a utilisation on any other hardware than that described in the Documentation.

6.2.5   All or part of the Software Product shall not be installed other than on a single computer per User licence granted and in accordance with its intended purpose. All or part of the Software Product shall not be shared between multiple workstations, or executed remotely, except by prior agreement with written consent from GEOCONCEPT SAS. The LICENSEE will commit to keep up to date a list of names of Authorised Users of the software, that will be communicated to GEOCONCEPT on request.

6.2.6   The Geographic zone is defined in the LICENSEE's Order or Product Proposal in conformity with the nomenclature and tarifs established by GEOCONCEPT SAS. The geographic footprint covered by the DataPack, the Map or the Reference table that have been delivered to the LICENSEE may, in certain cases, extend beyond the boundaries of the Geographic zone, but this does not grant the user the right to utilize the Software Product outside the Geographic zone as defined.

6.2.7   The number of assets is defined as the sum of all the current, or future assets, working directly or indirectly for the account of the LICENSEE, and whose journeys will benefit from calculations performed by the Software Product. If particular conditions explicitly specify this in the case of a licence that is a so-called «group» licence, the LICENSEE may be authorised to install the Software Product on several workstations, so long as the sum of the assets handled on each workstation installed does not exceed the total number of assets authorised by the licence.

6.2.8   The LICENSEE is not authorised to optimise routes for a total number of assets that exceeds the maximum number of assets that can be handled over several sessions as authorised by the licence, even where each individual session only handles a proportion of the overall permitted number of assets.

6.2.9   The LICENSEE confirms they are informed of the existence of a protection system limiting the number of assets authorised on each workstation.

6.2.10 The DataPack(s), Map(s), Reference Table(s) supplied with a GEOCONCEPT SAS Software Product may only be used with this Software Product in the framework of the present licence, and to the exclusion of any other software product. The right to use the DataPack, the Map or the Reference table terminates at the point in time when the licence expires or is terminated. The data contained in the DataPack are, in other respects, subject to utilisation rights.

6.2.11 GEOCONCEPT may accept a reasonable number of change of the machine on which the Software Product is installed, only in the context of maintenance.

6.3   Access to Bing Maps for Enterprise (Virtual Earth) data published by Microsoft®.

6.3.1 Access to Bing Maps for Enterprise data is subject to the LICENSEE acquiring a specific licence and the acceptance of certain conditions for utilisation (End User Terms) for Bing Map for Enterprise data.

6.3.2 The service for accessing Bing Maps for Enterprise data from Micorosoft® requires the use of a web service licence hosted by GEOCONCEPT SAS. This web service does not transfer any personal data. The only regular communication with GEOCONCEPT SAS consists of an ID for the contract and the number of hits performed by the LICENSEE since the last communication. The LICENSEE commits to enabling this communication within their IT infrastructure, and in the absence of such an arrangement, the LICENSEE will be considered to be in breach of contract, and GEOCONCEPT SAS cannot be held responsible for any malfunction or be liable in the event of any complaint or claim.

6.4   Special obligations

6.4.1 In the event that the LICENSEE wishes to decompile GeoConcept with the aim of achieving interoperability, he/she shall inform GEOCONCEPT SAS so that the parties can jointly agree on the way the work should be undertaken.

6.4.2 Because of the technical complexity of the Software Product, and the necessity for the company GEOCONCEPT SAS to ensure the coherence of all of its products, the latter reserves the right to correct any bugs discovered in the

Software Product.

6.4.3   The authorised back-up copy of the software described above shall reproduce the copyright notices showing ownership by GEOCONCEPT SAS. The back-up copy must remain in the possession of, and under the control of, the LICENSEE. It remains the property of GEOCONCEPT SAS.

6.4.4   Where the right to use the Software Product is defined by a Runtime type of licence, as indicated in the Order or in the Product Proposal, the LICENSEE shall not use the Software Product except in conformity with the stipulations of the Order or Product Proposal.

6.4.5   he utilisation by the LICENSEE of SmartLabel Editor for Geoconcept to issue smartlabelled Maps to a Third Party will be subject to approval obtained beforehand from GEOCONCEPT SAS.

6.4.6   When the licence benefits from special pricing under the terms of GEOCONCEPT SAS's Education and Research scheme, the Software Product must be installed and utilised in conformity with the terms and conditions stipulated by the Education and Research offering, such as these are described in the marketing documentation or on the GEOCONCEPT SAS Internet site. In particular, the Software Product cannot be installed and used for marketing purposes or in a company or organisation other than that to which the licence has been granted.

6.4.7   When the licence is granted in the context of a Geoconcept Call Center solution, the usage granted will only cover applications linked directly to the call centre, in conformity with the terms and conditions stipulated by the Geoconcept Call Centre offering, such as these are described in the marketing documentation, or on the GEOCONCEPT SAS Internet site. In particular, the Software program may not be installed and used for other ends; geomarketing, logistics, fleet management, cartography, etc.

6.4.8   The utilisation of UGC and of Geocoder is subject to the present contract, as well as to the rights of utilisation for the reference geographic data utilised for geocoding. The results of geocoding, that is, the geocoded addresses, may only be exported to be re-used in other applications - including using the Software Product – under certain conditions. They may not be issued to any third party. The right to use geographic data are described in a licence supplied with UGC Reference tables, and with the DataPack exploited by Geocoder.

7   LICENCE REVISION

7.1   The present licence is subject to revision between two successive versions of the Software Product. Acceptance of the licence terms and conditions for a given version of the Software Product will only apply for this version. When installing a subsequent version, or any new version, in the event of the purchase of a new licence, or in the context of a maintenance contract concluded separately by the LICENSEE, the LICENSEE must study the terms of the licence again before accepting them, and also take note of any revisions made since the last licence accepted. The terms and conditions of the Software Product licence currently in force are published by GEOCONCEPT SAS and are accessible on the GEOCONCEPT SAS Internet site.

8   MAINTENANCE

8.1   Maintenance services are provided separately when the licence is not set up in the framework of the Annual Utilisation Rights or Leasing types of contract. The general maintenance terms and conditions are accessible on the GEOCONCEPT SAS Internet site. Any utilisation of maintenance services assumes adherence to the terms and conditions of the GEOCONCEPT SAS maintenance contract. In particular, any utilisation of the GEOCONCEPT SAS technical support service outside the permitted framework during the warranty period may result in additional charges being made by GEOCONCEPT SAS, subject to the conditions stipulated and the pricing currently in force at the date the services are sollicited.

9   UPDATE OF CARTOGRAPHIC DATA

9.1   When the Software Product includes the rights to use a DataPack, a Map, or a Reference table and when the licence is of the Annual Utilisation Rights or Leasing type, with a duration that is at least one year, the LICENSEE may benefit from an update to the geographic data in the DataPack, the Map, or the Reference table if they renew the licence for a new period of at least one year.

9.2   In other cases, the LICENSEE should subscribe to a maintenance contract for the Software Product if they want to benefit from the update of geographic data in the DataPack, the Map or the Reference table, the utilisation rights of

these being included in those of the Software Product.

10 RIGHTS TO USE DEMONSTRATION FILES

10.1   The LICENSEE may, in the context of the present licence, have a right to access extracts from data files published by leading data suppliers integrated as standard in the Software Product. The right granted to the LICENSEE to access extracts of data files shall only authorise him/her to observe the functioning of the Software Product on these data.

10.2   The right granted to the LICENSEE to access extracts from data files shall only authorise him/her to observe the functioning of the Software Product on these data.

11 LIMITED WARRANTY

11.1   GEOCONCEPT SAS guarantees the Software Product subject to the conditions described in the present clause.

11.2   The Software Product is guaranteed for 30 days from the shipment date. Under the terms of the warranty, the LICENSEE benefits from technical assistance with the installation of the software subject to the conditions itemised in the Order or Product Proposal, and GEOCONCEPT SAS guarantees the LICENSEE that the installation disk or medium or the installation files for the Software Product are free from hidden defects rendering them unfit for installing the Software Product for the full thirty (30) day period from delivery. The present warranty does not cover damages resulting from a manipulation performed by non-authorised persons.

11.3   No other guarantees are provided by GEOCONCEPT SAS. GEOCONCEPT SAS is, notably, not responsible for any damage caused by the utilisation of defective installation media, nor of those caused by a lack of availability of the Software Product itself.

11.4   GEOCONCEPT SAS does not guarantee that the Software Product will fulfil the requirements of the LICENSEE, the latter having chosen the Software Product as a function of their needs, that they have themselves defined.

11.5   Interventions on the part of GEOCONCEPT SAS will be charged at the going market rate on the day of the request, in the event of a faulty utilisation, and notably in the event of:
• an error of utilisation taking into account the documentation supplied, any instructions provided on-line or any instructions about utilisation communicated by GEOCONCEPT SAS;

• non-respect of obligations the Licence clearly assigns to the LICENSEE;

• any unauthorised modification made to the Software Product;

• any aberrations caused by errors found to exist in the data of the LICENSEE or because of a faulty configuration of files of data belonging to the LICENSEE.

11.6   Due to the state of the art, GEOCONCEPT SAS does not guarantee bug-free functioning of the Software Product, nor that all Bugs will always be fixed.

11.7   In the framework of the limited warranty provided by the present licence, GEOCONCEPT SAS does not commit to correcting Bugs in the Software Product. In the case of the occurrence of a bug that causes the software to block or hang up, or a major bug notified by the LICENSEE during the warranty period, GEOCONCEPT SAS will make every effort to provide a correction if this is available.

11.8   GEOCONCEPT SAS does not guarantee the Software Product will function with all operating systems, nor with other applications that are no longer supported by their own software publishers.

12 PROPERTY

12.1   The LICENSEE shall not remove or alter the copyright and proprietary notices appearing in the Software Product Documentation, labels or software.

12.2   The LICENSEE must make all personnel working on their behalf aware of the restricted rights to use the software as defined in this licence agreement.

12.3   With regard to all personnel working on their behalf, the LICENSEE must take all necessary steps to ensure the terms and conditions for using the software, as stipulated in this agreement, are respected. The LICENSEE shall immediately take all necessary steps to stop any illicit use and shall inform GEOCONCEPT SAS in writing of any

infringement of which they are aware.

12.4 The LICENSEE agrees to allow GEOCONCEPT SAS to conduct an audit on the LICENSEE's premises in order to verify their compliance with the obligations set out in this agreement, provided that the audit shall be performed in such a manner as to avoid unreasonable interference with the LICENSEE's business activity.

13 TRADEMARKS

13.1 The company GEOCONCEPT SAS remains the sole owner of its trademarks, names, logos, acronyms, colours, graphic designs or images, and notably the names «GEOCONCEPT SAS» and «Geoconcept».

13.2 Each party agrees to fully respect the trademarks of the other party as stipulated in clause 1 of this agreement above, and not to directly or indirectly interfere with such rights by any means.

14 LIABILITY

14.1 The Software Product is supplied as it is, without any guarantee as to quality, performance, or results. GEOCONCEPT SAS does not guarantee that the operation of the Software Product will be uninterrupted or error free, nor that the software will fulfil the requirements of the LICENSEE, nor that it will function within the context of the LICENSEEs particular hardware or software configuration.

14.2 Under no circumstances will GEOCONCEPT SAS be held liable for any indirect or consequential damage such as loss of business, loss of clients, loss of orders, loss of profit, loss of brand image.

14.3 GEOCONCEPT SAS shall not be held responsible for any loss of data inasmuch as the LICENSEE shall regularly make back-ups of such Data.

14.4 Any action against the LICENSEE taken by a third party shall be considered as indirect damages, and consequently will not give rise to any claim, except for the application of the clause «AUTHORSHIP GUARANTEE».

14.5 Any development and use of any applications under the run-time licences or using the Development Kits are made under the LICENSEE's sole control and liability.

14.6 Due to the specificity of geographic information systems, GEOCONCEPT SAS is subject to resourcing obligations. Consequently, it cannot be held responsible for negligence except where negligence is proved by the LICENSEE for indemnifiable damages as defined in this agreement, and within the scope of the liability defined in clause 14.7.

14.7 Notwithstanding the foregoing, in the event that the service provided by GEOCONCEPT SAS is found to be deficient in any way, its liability will be strictly limited to refunding the price of the current licence agreement as specified on the Order or Product proposal for the Software Product concerned.

15 AUTHORSHIP GUARANTEE

15.1 GEOCONCEPT SAS guarantees to defend the LICENSEE in the event of any third party claim or litigation for infringement in France of copyright arising from the use of the Software Product, and will undertake to indemnify the LICENSEE for the costs of defence and damages which it is ordered to pay by the court in connection with such proceedings, on condition however:
• that GEOCONCEPT SAS is immediately notified by the LICENSEE in writing of any alleged infringement;
• GEOCONCEPT SAS is allowed to control the defence of the action, and has full authority to make all decisions concerning a settlement;
• that the LICENSEE cooperates fully with GEOCONCEPT SAS in the defence and negotiation proceedings.
• GEOCONCEPT SAS will only undertake to pay legal fees or other payments where these have been acknowledged and accepted in writing by themselves.

15.2 If an infringement is found to have been committed, or if GEOCONCEPT SAS deems it probable that such an infringement might be committed, the LICENSEE accepts that GECONCEPT SA shall have the option, at its own expense, to:
• procure the right to continue using the Software Product on behalf of the LICENSEE;
• arrange for a replacement to be issued to the LICENSEE;

• modify the Software Product in such a way that infringement shall cease.

15.3   If none of these solutions can be reasonably implemented, the LICENSEE, on request from GEOCONCEPT SAS, will return the Software Product without delay.

15.4   GEOCONCEPT SAS shall not be liable to the LICENSEE for infringement claims resulting from any modification made to the Software Product by the LICENSEE, or the implementation or use of the Software Product with other equipment, software or data not supplied by GEOCONCEPT SAS.

15.5   The paragraphs in this clause of the contract define the entire liability of GEOCONCEPT SAS with regard to the LICENSEE in all that concerns infringement of copyright.

15.6   The files of Digital data sourced by cartographic publishers included in the DataPacks, Reference tables, Maps or Databases supplied by GEOCONCEPT SAS with the Software Product have no guarantee of peaceable enjoyment on the part of GEOCONCEPT SAS.

16 TERMINATION

16.1   If the LICENSEE fails to comply with any of the provisions of this LICENCE agreement, and such failure is not rectified within 30 days from reception of GEOCONCEPT SAS's registered letter notifying the LICENSEE of the breach of contract concerned, GEOCONCEPT shall be entitled to terminate this LICENCE agreement without prejudice of any damages it may claim.

16.2   The LICENSEE shall, at their own expense, destroy or erase any copies of the Software Product and its accompanying Documentation in their possession.

16.3   The LICENSEE shall certify in writing to GEOCONCEPT SAS within eight (8) days of the termination date that no software or documentation relating to the Software Product remains in his or her possession.

16.4   Any delay in payment will give rise to the payment of:
- late payment penalties based on the half-yearly key tax rate of the European Central Bank (ECB) increased by 10 points from the day following the due date, and without the necessity for issuing a reminder;
- a flat-rate allowance of 40€ recovery costs, without prejudice to any damages and interests and the right to termination of contract on the part of GEOCONCEPT SAS.

17 ASSIGNMENT

17.1   This licence agreement shall not be assigned, totally or partially, free of charge or against payment, without the prior written consent of GEOCONCEPT SAS

17.2   GEOCONCEPT SAS may give its consent on condition that:
• The assignee agrees to all terms and conditions of this LICENCE agreement. However, GEOCONCEPT SAS reserves the right to invoice the assignee for the licence fee applicable with regard to all the GEOCONCEPT SAS Software Product components at the market price in force at the moment of the assignment;

• The LICENSEE shall transfer to the assignee all master copies of the Software Product, plus any back-up copies and Documentation in their possession.

18 GENERAL CONDITIONS

18.1   In the event of any difficulty of interpretation between a title featuring as a heading for one of the clauses, and the clause itself, the title shall be deemed to be non-existant.

18.2   The present licence expresses the full set of obligations of the parties involved. No general or specific condition appearing in any other documents sent or submitted by the parties, shall be included in the licence agreement.

18.3   If one or several provisions in this licence are held to be invalid, illegal, or unenforceable, or confirmed to be such following a definitive decision on the part of a competent legal authority, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

18.4   The failure by either party to enforce any provisions of this LICENCE agreement, or to exercise any right in

respect thereto shall not be construed as constituting a waiver of rights thereof.

18.5   GEOCONCEPT SAS reserves the right to publish a list of clients featuring the LICENSEE's name, which may be used for publicity purposes, and in their technical documentation or other company literature.

18.6   The present contract shall be governed by the French law.

18.7   THE PARTIES AGREE THAT, IN THE EVENT OF ANY DISPUTE, EXPRESS JURISDICTION IS ATTRIBUTED TO THE NANTERRE COMMERCIAL COURTS NOTWITHSTANDING MULTIPLE DEFENDANTS OR THE INTRODUCTION OF THIRD PARTIES, INCLUDING URGENT OR EX PARTE PROCEEDINGS.