

General terms and conditions for the grant of a user licence for EIME software, its database and related services.

These general terms and conditions define the special terms under which the Licensor grants the Licensee a user license for the Software and Database and, in accordance with the selected option, will supply it with online access to all or part of the hosted Applications via cloud computing. The general and special terms and conditions represent the contract between the licensor and the licensee (the "Contract"). These provisions apply to all Updates or Upgrades of the Intellectual Works, as these Updates and Upgrades are defined below, which shall be incorporated in the Hosted Applications.

1. All other services offered by the Licensor, in particular maintenance, consulting or training, shall be the subjects of separate, independent contracts from this license contract, of which they are not accessory at the exception of the related service contract defined at clause 3.

2. Definitions

The Licensor: refers to CODDE.

The Licensee: refers only to any company taking out one of the licenses offered by CODDE.

Hosted Applications: refers to the Intellectual Works installed on remote systems. These Intellectual Works can then be used online by the Client.

Database: refers to the organisation system of the information designed for a localisation and a quick and easy update of the Data associated to the Software as well as the content of this Database in its current and previous versions as well as its Updates and Upgrades.

Data: refers to the data integrated into the modules or the elements of the Database. They can either come from the Licensor sources, public sources or industrial ones.

Software: refers to the EIME software in its 5.0 version and its previous ones including its Updates or Upgrades that are related to a whole set of programs (source codes and applications) that allows to assess the potential environmental impacts of a product within its all life cycle.

Intellectual Works: refers to the Software and Database as defined above, mentioned hereinafter either together or separately.

Declared User/s: refers to the user/s of the Intellectual Works freely selected and declared by name by the Licensee at signature of this contract.

Updates: refers to versions of the Intellectual Works incorporating

corrections of possible bugs as well as non-functional upgrades of these Intellectual Works, namely, not including unless by contrary decision of the Licensor any new functionality or other significant change not strictly required on account of a bug.

Upgrades: refers to versions of the Intellectual Works that include new functionality or new data.

Designer: Declared user of the Software, who has the following rights:

- To describe a product in terms of components, materials, processes or flows using various elements from the Database, in the various stages of its life cycle.
- To assess the environmental profile of this product using impact, flow and design indicators.
- To compare various modelled products.

Expert: Designer" user of the software, who has the following additional rights:

- To create additional elements to be incorporated in the Database
- To complete, modify and maintain the Database.
- To create, incorporate and modify impact indicators.
- To create, incorporate and modify sets of impact indicators.

Project Manager: "Expert" user of the software, who has the following additional rights:

- To create, modify or cancel a project. A project is defined by a version of the database, one or several areas of activity, a set of indicators.
- To allocate users to a project.
- To view a list of users associated with the project.
- To view a list of case studies of users associated with the project.

EIME Free License is a 30 days free license for one (1) Restricted "Designer" user. This license should not be used in for commercial purpose.

EIME Base License is a license for one (1) "Designer" user.

EIME Enterprise License is a license providing access for five (5) Declared Users including one (1) "Project Manager" and four (4) "Designer" accesses ».

License refers to a non-exclusive license contract related to the Intellectual Works granted by Licensor to the Licensee.

3. Conditions of use

2.1 Scope of rights:

The Licensor hereby grants the Licensee, who accepts, for the term of the Contract, a user license for the Intellectual Works, in the meaning of the Intellectual Property

Code, as well as remote access to the Intellectual Works.

This License, under this Contract, is granted to a single Licensee, and accepted as inalienable, non-exclusive and personal.

The rights granted to the Licensee within the Contract time duration include and are limited to:

- The right to use the Works in order to assess or compare technological products or options purely for internal and exclusive requirements of its company for purposes of analysis, assessment and prospecting for the development of its products.
- The right to print and publish, with the necessary mention of the EIME brand name and logo, the results of the assessments using the Intellectual Works.
- The right to duplicate and/or represent, insofar as required for their use, all or part of the Intellectual Works.
- The right to Updates to the Intellectual Works, if applicable.
- The right to remote access over the Internet to the server where the Intellectual Works are hosted and installed at the responsibility of the Licensor or any third-party appointed to do so.

These rights do not include, unless a legislative or regulatory provision states otherwise:

- The right to modify, develop, correct, adapt, arrange, mix, assemble, decompile, except for the purpose of interoperability, mount, transcribe, perfect, expand, reduce all or part of the source codes of the Software, to incorporate all or part of the Intellectual Works in other creations.
- The rights to extract and reuse in whole or only in part, whether or not qualitatively or quantitatively substantial, the content of the Database; the right to modify all or part of the structure of the Database.
- The right to transmit or transfer all or part of the Intellectual Works to a third-party, in any manner whatsoever, in particular through a sub-license or by making available or by allowing access to the Intellectual Works to anyone other than those expressly authorised herein or in the Special Terms.

These rights are granted for the number of Declared Users as defined in clause 1.

If the Licensee wishes to increase the number of Declared Users during this Contract, he will provide prior notice to the Licensor.

If the Licensee wishes to have user licenses for other users or other Intellectual Works than those authorised in the Special Terms, it must request new licenses from the Licensor at the terms, in particular price, as defined by the Licensor.

The Licensor reserves for itself and its beneficiaries exclusivity in



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technical work, including error correction, on the Intellectual Works.

2.2 Supply of the Intellectual Works

The Intellectual Works are supplied by access to the website after obtaining a password, which shall be provided by the Licensor within 7 working days after payment has been made.

2.3 Intellectual Property

The Licensee recognizes that the Licensor is the one and only owner of all intellectual property rights, author rights, sui generis rights on the Databases, brands and logos and related domain names, applicable to the Software, the Database and their developments as well as their Updates and Upgrades, in their current and previous versions.

Hereunder no intellectual property rights are granted to use the logos and brand names of the Software and/or Database, and/or the identity of the Licensor and/or its affiliates. Non-compliance with this clause will constitute a violation leading to criminal charges, apart from any damages that might be due to the Licensor. However, the above restrictions shall not apply to the Licensee in order to respect the obligations, as stated in clause 2.1.

2.4 Infrastructure

The Licensor or any third-party of its choice shall maintain the server station on which the Intellectual Works are installed. This maintenance work in particular includes backups that shall be carried out daily and kept for twenty (20) days.

4. Related service contract

3.1 A service contract as stated below is offered as part of the Licence. The service contract offers a hotline related to the Software and depends upon the number of Declared Users.

3.2 Service Level

The Declared User/s for whom the Licensee will have signed a service contract have access to:

- An annual update of the Database

- A Help desk to which the Licensee will have access using the following email address: support_eime@fr.bureau-veritas.com

In the service contract the Licensor undertakes to respond within 72 working hours (excluding French holidays) after receipt of an email to the aforementioned address. The Licensor alone can define the content of the update of the Database.

Two service options in French or English are offered the Licensee:

- Simple Service
- Premium Service

With Simple Service, access to the Help Desk is unlimited.

With Premium Service, access to the Help Desk for technical questions about the Software is unlimited, but it is restricted to functional questions. Fixed price extensions can be offered to the Licensee and shall be covered by this contract.

The Service Contract is not intended for training in the Software and/or the Databases, or for providing consulting. The Licensor is entitled to refuse to respond to a request and to refer the Declared User to a service better suited to its request.

5. Technical prerequisites for use of the software

4.1 The Database and central programme are installed on a server station.

The Licensee must be acquainted with the terms of the license for the Software and operating systems required to use the Software and ensure compliance with all their terms by itself and the Declared Users. Accordingly, the Licensee warrants the Licensor against all results, in particular financial (including Consulting costs and fees) that arise from a violation by it or its employees of the terms of the licenses in question. Such a violation will lead inter alia to the termination of this contract.

4.2 The Licensee is responsible for maintenance and has a general responsibility for its IT installations

as well as the access and links required in order to implement the Intellectual Works.

6. Responsibilities

5.1 The Licensee shall be responsible for compliance with all the provisions of this contract by its Declared Users, its staff, employees and agents, or any other person who shall have access to, or shall work on, its IT installations.

5.2 The Intellectual Works are provided on an "as is" basis. The Software and Database are used under the sole direction, control and responsibility of the Licensee, that will determine their proper usage and will comply with their limits. The Licensee acknowledges that it assumes sole responsibility for the suitability and/or match of the Intellectual Works with its requirements, and releases the Licensor from any obligation of suitability, matching, Consulting or Information in this matter. The Licensor warrants, as part of an obligation of means, that the Intellectual Works comply with their specifications.

The warranty planned on the previous alinea doesn't apply:

- if the default results from an intervention or/and a modification on the Software that was not authorized by the Licensor;
- if the default results from a use of the Software that was not authorized by the Licensor or compliant to the Contract ;
- if the default results from another software that was not provided by the Licensor.

Under no circumstances shall the Licensor be obliged to correct any loss that arises from indirect damages that occur during the performance of the Contract, including but not limited to loss of profits, loss of use, loss of data, loss of an order or any other economic benefit, harm to an intellectual property right, howsoever caused and irrespective of the basis for responsibility, even when the Licensor may have been informed in advance of the possibility of such damages. Under no circumstances may the Licensee claim from the in respect of any of the aforementioned damages. In addition, the Licensor and co-

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Simplified joint stock company with

capital of EUR37,000

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owners of the brand names and logos of the Software and Database can only warrant the material existence of the EIME brand names and logos, and cannot be involved in any claims by third-parties regarding the basis for these brand names and logos and/or of their use.

In the event of the incompatibility of the Intellectual Works with the client's IT system, as referred to in clause 3, the Licensor can in no way be held responsible.

5.3 In all cases, the Licensor's responsibility hereunder, if it has been involved, can only require the Licensor to correct direct damages, under this contract, limited to the amounts actually received by the Licensor for license fees.

7. Term - Termination

6.1 The License and related Service Contract are granted and accepted for a period of one (1) year from the date of signature of the Special Terms, unless a different term is stated in the said Special Terms. At the end of this period, the License and/or Service Contract shall be automatically renewed for a period of one (1) year, subject to the Licensee complying with the terms of the contract, in particular those stipulated in clause 8, unless terminated by either Party by registered letter to the other contracting Party, at least three months prior to the end of the current contractual period.

6.2 In the event of breach by the Licensee of any of its obligations under the Contract, the Licensor may automatically terminate the Contract fifteen (15) days after sending notice that has not been corrected, without prejudice to any damages it may seek, and in the event of non-payment, to the late penalties stipulated in clause 8 below

8. Security - Confidentiality

The Licensee undertakes to take all necessary measures to ensure the security, and safekeeping of the documents, files, recorded Data and IT media related to the Software and the Database.

Each Party commits itself into keeping confidential all the information that will be received

from the other Party, making evidence that it will keep this information as confidential as for its own: (ii) not transmitting the confidential information of the other Party to any third party other than employees and agents that would need to know them and (iii) not using the confidential information of the other Party only if the use is authorised by the Contract.

The Licensor shall in no way be responsible for the completeness and safekeeping of the Data and other information processed and/or issued by or via the Intellectual Works.

9. Financial terms

This user license for the Intellectual Works and the related Service Contract are granted in return for payment by the Licensee to the Licensor of an annual fee defined in the Special Terms.

The Licensor shall issue an invoice upon receipt of the first purchase order. The Intellectual Works shall be delivered within ten (10) days following payment of the invoice.

In the event of a user license or rights of access granted for a period of more than one (1) year, payment shall take the form of an annual fee.

In the event of automatic renewal, payment shall be made not later than thirty (30) days after the date of end of contract. In the contrary case, the user license shall end automatically fifteen (15) days after the end of the contract.

Any delay in payment of all or part of the amount due at its payment date shall bear interest in favour of the Licensor at the legal rate of interest as defined in article L. 441-6 of the Commercial Code.

Payment is deemed to have been made when the Licensor's bank account shall have been credited with the entire amount invoiced. Payment will be made within thirty (30) days of invoice receipt.

In no way may a reduction in the number of Declared Users during the Contract allow the Licensee to claim any reduction or refund, even partial, of the fees.

10. End of contract

At the end of the Contract, for

whatsoever reason, the Licensee loses the benefit of the rights granted hereunder, in particular user rights and access rights to the Software, Updates, user support, fifteen (15) days following the anniversary date of the Contract. Past that date, any request for renewal shall be deemed a new license.

11. Intuitu personae (Personal contract)

The Contract is entered into personally with the Licensee, and accordingly any change in the person or control of the Licensee or any subcontracting of all or part of the Licensee's IT systems shall lead to the termination without compensation of the Contract, unless there is a prior, written agreement by the Licensor to the contrary.

12. Applicable Law - Jurisdiction

The Contract is governed by French law.

In the event of a dispute between the Parties concerning the execution, performance or consequences of this contract that cannot be resolved out of court, exclusive jurisdiction is accorded the Paris Commercial Court, notwithstanding many defendants or the introduction of third parties, even for interim or protective procedures for a temporary injunction.

13. Wholeness - Tolerance

These general terms and conditions and Special Terms express the entire obligations of the Parties in respect of the purpose of the Contract. They take precedence over any other agreement, whether written or verbal, that might have occurred between the Parties in respect of the same purpose. They cancel and replace any previous document or agreement with the same purpose between the Parties. The fact that the Licensor does not invoke any of the provisions of this contract in respect of the Licensee shall not be deemed to be a waiver by the Licensor of said provision.

14. Applicable version

The Contract is made of the following documents which level of application is the following:

CODDE

COncception Développement

Durable Environnement

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- The General terms and conditions
- The Special Terms
- The annexes

If any contradiction appears, the document listed above in position one will be the one to respect.

15. Partial invalidity

If any one of the provisions of these General Terms and Conditions are held to be invalid or deemed so in application of a law, regulation or legal decision of a competent jurisdiction, it shall be deemed not to have been written and the other provisions shall remain in effect.

16. Headings

In the event of difficulty of interpretation of any of the headings or subtitles at the beginning of the clauses herein, with any one of their stipulations, the titles shall be deemed non-existent.

17. Choice of address

The Licensor and the Licensee select as their respective addresses those appearing on the purchase order.

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