



SERVICE OPERATING AGREEMENT- MARCH 2009

Argia Engineering provides an on-demand Web service platform, called Faascope, enabling the use of distant features by third party applications.

By making the Service available to Argia Engineering for its operation on Faascope, the Developer signifies that he accepts the present terms and conditions and that he adheres to the organization and operation rules of the Faascope platform, described on website www.faascope.org (Hereafter : "the Site").

1. Object

The object of the present agreement is to set the conditions applicable to the operation of the Service on the Faascope platform.

2. Definitions

The following terms and expressions shall be used in these presents with the following meaning:

Argia Engineering: Argia Engineering, public limited company having its head office at 16-24, rue Louis Pasteur, 92100 Boulogne-Billancourt, France, RCS Nanterre B n° 478 843 402.

Customer: a customer of Argia Engineering having subscribed to the Faascope platform and paying the Service for the use he makes of it.

Developer: a physical or legal person who holds the copyright of the Service.

Faascope: a Web service platform operated by Argia Engineering that intermediates between Customers and Developers.

Service: code and supporting documentation of a remotely accessible feature, created or published by the Developer and operated on the Faascope platform.

Use of a Service: Use of a function hosted on the platform by calling an API

3. Operating terms and conditions

3.1. Terms and conditions of the commercial release of the Service

The rules applicable to areas enabling to develop and test the web services and software features (hereinafter: "the Contributions") and to community discussion and

information exchange areas are described in the Website terms of use. Contributions are developed, tested, and published according to the procedure described on the Site. Each Contribution is identified, and the holder of the copyright of the Contribution is mentioned in the source code. Only the Developer of the initial Contribution (*original Work* as defined by the Apache license, version 2.0) is entitled to decide whether to release his Contribution for a commercial exploitation thereof by Argia Engineering through the Faascope platform. A Contribution commercially exploited on Faascope becomes a Service as defined in this agreement.

3.2. Rights and Obligations of the Developer

The releasing of the Service on the Faascope platform implies the acceptance by the Developer of the rules of organization and operation of the platform such as described on the Site.

3.3. Rights and Obligations of Argia Engineering

Argia Engineering first has to assess and approve the technical quality of the Service provided by the Developer before releasing it on the Faascope platform.

Argia Engineering alone can decide of the opportunity, according to the commercial or technical platform operation requirements, of making a Service available on Faascope, and remains totally free to remove a Service at any time, without having to justify its decision.

Argia Engineering undertakes not to suppress or modify in any manner whatsoever the intellectual property notices attached to the Service and to reproduce said notices, in an identical manner, in the copies of the Service.

3.4. Service Modifications

Only the Developer of the original Service (*original Work* as defined by the Apache license, version 2.0) is entitled to accept a modification of the Service.

4. Intellectual Property

4.1. Rights granted by the Developer

The Service is an original intellectual work, and proprietary property of the Developer.

The Developer grants Argia Engineering for the term hereof the non-exclusive right to publish and operate the Service on the Faascape platform, under the conditions defined herein.

For this purpose, the Developer grants Argia Engineering the benefit of the rights set forth in the Apache license, Version 2.0, January 2004, for the time period determined in article 5.

4.2. License under which the Service shall be delivered

Argia Engineering undertakes to make the Service available to Customers under the Apache license, Version 2.0, January 2004.

The Customers will accordingly have the benefit of the rights granted by said license on the Service.

4.3. Rights on the publishing interface

In order for the Service to be operated on the Faascape platform, and to manage the constraints specific to remotely-hosted applications, Argia Engineering must develop an interface between the Service and the Faascape platform. By mutual agreement between the parties, the modifications made to the Service to build the interface are not distributed by Argia Engineering under a free software or *open source* license.

5. Duration and geographical area

The present agreement is concluded for the whole world for the whole term of the protection of the authors and their assignees such as set forth by the French Intellectual Property Code (Code de la propriété intellectuelle) and international laws.

6. Compensation

In compensation of the release of the Service on the Faascape platform, the Developer will receive a 33 % remuneration calculated based on all the sums payed for the Use of the Services.

Such services as training or storage are not considered as a Use as defined herein and are not taken into account in the calculation of the Developer's compensation.

These prices are tax exclusive. The VAT should be added thereto at the rate in force, and according to the applicable regulations.

The payment of copyright royalties is subject to the effective settlement of the invoices sent by Argia Engineering to the Customers for the Service Use.

The trigger level and the frequency of the settlement of royalties are likely to be

modified according to the operating constraints of the platform. The terms of payment are described on the Site.

7. Warranty

The Developer warrants that he is the holder of the intellectual property rights of the Service and that he is entitled to make free use of the Service.

The Developer warrants Argia Engineering against any claim relating to the distribution and the operation of the Service on the Faascape platform.

The Developer agrees for the Service to remain ruled during the time period determined in article 5 by the present agreement.

8. Contractual independence

Under no circumstances shall the Agreement oblige the Developer to provide Argia Engineering's Customers with technical assistance or software maintenance services.

The use of the Faascape platform by the Customers is covered by a separate agreement between Argia Engineering and the Customers, Argia Engineering freely determining the commercial and financial terms thereof..

9. Limited liability

The Developer shall not be liable for any special, incidental, or indirect damages that result from the use of the platform by the Customers.

By no means shall the parties be held liable for indirect damages suffered by the other party such as operating loss, customer loss, loss of data, of files, of computer programs.

In any event, it is expressly agreed that the liability of each party shall be limited, whatever the nature and the legal ground of any proceedings initiated against it, to the amount of royalties paid in application of the present agreement during the year preceding the occurrence of the event having caused the prejudice.

10. Premature termination

In the event that one of the parties is in serious breach of any single obligation disclosed in the present agreement, and such breach is not rectified within 15 calendar days from the dispatch of a registered letter with acknowledgement of

receipt which gives details of the breach concerned, the other party shall be entitled to require the termination of the present agreement without legal formalities and without prejudice to any damages which it might be entitled to claim.

In case of a premature termination, Argia Engineering will no longer be authorized to use, modify, or distribute the Service. However, all licenses granted to the Customers prior to the termination of the Agreement will remain valid under the condition that they have been granted in accordance with the agreement.

11. Transfer

This agreement can be freely transferred by Argia Engineering to any directly or indirectly related company or to any company which, in the context of a reorganization of its capital or of its activities, would substitute to its rights and obligations, especially in case of a share transfer, contribution, merger, divisive reorganization, bust-up takeover.

In all cases of transfer of the benefit of all or part of the agreement to a third party, all the rights of the parties resulting from the Agreement are opposable to the other party.

12. Miscellaneous

12.1. No waiver

No waiver of any breach of this agreement shall operate or be construed as a waiver of any future breach, whether of a like or different character.

12.2. Partial non-validity

If any of the provisions in this Agreement is deemed null and void, pursuant to a legal or regulatory provision in effect and/or a final judgment on the substance, it shall not affect the validity of remaining provisions which shall remain in full force and effect. The parties then agree to replace the provision which is void or unenforceable with a provision of similar effect, which notably maintains the economic balance of the contract.

13. Language

The present agreement is written in French and in English, the French version being the sole binding version.

14. Applicable law and jurisdiction

The agreement is subject to French law.

In the event of a dispute relative to the agreement, the latter will be presented before the Paris court that has jurisdiction.