

MICROPROSS SAS PRODUCTS & SOLUTIONS MAINTENANCE CONTRACT SOFTWARE (SW) / FIRMWARE (FW) / HARDWARE (HW) / GOLD

The terms and conditions detailed herein together with the Terms and Conditions of Sale available at micropross.com/terms incorporated by reference in its entirety (“Agreement”), apply to your (“Customer”, “You”, “Subscriber”) subscription (“Subscription”). This Agreement shall also apply to any separate signed maintenance agreement or service agreement. By placing an order with MICROPROSS, Customer agrees to be bound by the terms of this Agreement. In the event of a conflict between the terms of this Agreement and any individual maintenance or service agreement, the latter shall prevail. If you don’t agree with these terms, please notify MICROPROSS in writing within 30 days of Subscription. The Subscription will then be cancelled and any fees previously paid by the Customer to MICROPROSS will be refunded.

TERMS

This Agreement shall be in effect from the date of the order acknowledgement by MICROPROSS, for the period identified in the order acknowledgement. It will cover the hardware and software/firmware services (“Services”) identified in the order acknowledgement. The service levels will be identified in the business proposal, order acknowledgement, invoice or maintenance agreement.

MICROPROSS may terminate this agreement upon fifteen (15) days’ notice for Subscriber’s failure to remit timely payments as set forth in the Terms and Conditions of Sale.

SERVICES PROVIDED

Hotline & online support

Hotline assistance and support to evaluate and diagnose hardware or software issues will be available from 8:30 a.m. to 12:30 a.m., and from 2:00 p.m. to 6:00 p.m. (CET) Monday through Friday and can be accessed at the following number : +33 320 746 630

Online support can be accessed 24/7 at http://www.micropross.com/customer_area/

Support is initiated when MICROPROSS confirms the receipt of customers request for support. The user must provide all information that will enable MICROPROSS to provide an appropriate and timely response. This information may include but is not limited to:

- The serial number (unique identifier for a testing platform or software license)
- Software and/or firmware versions of MICROPROSS tools
- Descriptions of other software or material that is being used in testing whether provided by MICROPROSS or a third-party
- Description of the problem for which the Customer seeks support.

MICROPROSS determines whether support is provided by email or telephone.

Software / Firmware Updates

MICROPROSS will at its discretion periodically provide software / firmware updates at no additional cost to the Subscriber. The download center access is open to all active maintenance contract Customers using the support web portal (http://www.micropross.com/customer_area/) and a dedicated security key. The software / firmware updates may include modifications, program enhancements (minor updates) and bug fixes. This section will not be interpreted to require MICROPROSS to either develop and release updates or customize the updates to satisfy Subscriber’s particular requirements. The updates will not include any new products (or major update) which MICROPROSS decides to make generally available as a separately priced item.

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Except for claims that the Services caused bodily injury (including death), MICROPROSS' total liability arising out of or in connection with any event or series of events occurring in connection with the Services shall not exceed, in any case, the higher of €50,000 or the purchase price paid by the Customer for the Product that caused the damage. MICROPROSS is not liable for any incidental, indirect, special, or consequential damages arising out of or in connection with the Services provided by MICROPROSS, including, but not limited to, loss of the Products or any other software or data, including inability to achieve a particular result, even if MICROPROSS has been advised of the possibility of such damages or even if the damage is the direct result of an instruction or suggestion made by MICROPROSS. MICROPROSS' pricing reflects the allocation of risk and the limitation of liability specified herein.

LIMITED WARRANTY

MICROPROSS warrants that Services will be performed in a good and workmanlike manner. Except as expressly stated in the preceding sentence, MICROPROSS makes no express or implied warranties with respect to the Services, including but not limited to (a) any warranty relating to third-party products or (b) any warranty concerning the results to be obtained from the Services or the results of any recommendation MICROPROSS may make, including without limitation any implied warranties concerning the performance, merchantability, suitability, non-infringement of intellectual property rights or fitness for a particular purpose of any of the deliverables or of any system, that may result from the implementation of any recommendation MICROPROSS may provide. In order to receive warranty remedies, deficiencies in the Services must be reported to MICROPROSS in writing within 90 days of completion of the Services.

HIGH-RISK APPLICATIONS

Customer understands and agrees that MICROPROSS has not tested or certified its services for use in high-risk applications, including but not limited to medical life support equipment, nuclear power, mass and air transportation control, or any other potentially life threatening uses; MICROPROSS makes no assurance that the services are suitable for any high-risk uses. The Customer therefore assumes all responsibility and agrees to indemnify and hold MICROPROSS harmless from any and all damages, claims and proceedings arising out of the use of a Product for a high-risk application.

INDEMNIFICATION

Subscriber agrees to indemnify and hold MICROPROSS, its directors, officers, employees and agents from and against any and all liability, claims, expenses, damages, causes of action, suits or judgments arising out of any actions of Subscriber's employees or agents.

UNAUTHORIZED REPAIR

Subscriber hereby agrees that no unauthorized repairs or attempted repairs of the equipment shall be made by Subscriber's employees, agents, or by third parties. In the event that such unauthorized repair or attempts to repair result in service being performed by MICROPROSS representatives which would not have been required in the absence of such unauthorized repairs or attempted repairs, MICROPROSS shall charge Subscriber for such additional required service, and Subscriber hereby agrees to pay such additional service charges.

REPAIR PARTS

All parts which are removed from the equipment and replaced shall become the property of MICROPROSS.

NO TRANSFER

Any reuse, transfer, assignment, or distribution of Support without the prior written permission of MICROPROSS is prohibited. Any attempt to transfer, assign, or redistribute Support or Maintenance in violation of this section shall be a violation of the Contract and shall immediately terminate the Agreement and all of Customer's rights under it.

UPDATES, APPLICABLE TERMS

This Agreement shall be governed by the laws of France, regardless its conflict of laws provisions. Any litigation arising in connection with this Agreement shall be decided by the competent court or tribunal in whose jurisdiction MICROPROSS has its head office when it accepts the order.

MICROPROSS reserves the right to update this Agreement at any time, effective upon posting an updated version at <http://www.micropross.com/terms> ; however, the terms and conditions in effect at the time of the purchase shall be apply to that purchase of Services. The terms and conditions of the agreement are controlling and supersede any inconsistent or different terms contained in any Subscriber purchase order.