



General conditions for
WorkSpace3D Standard Edition

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TIXEO is a company incorporated in France (SIRET : 45097620400013) with its principal office at Cap Omega CS 39521 – Rond point Benjamin Franklin – 34960 Montpellier. **TIXEO** is represented by Mr Renaud Ghia, Chief Executive Officer.

BACKGROUND

TIXEO's activity consists on editing Internet-related software solutions.

For this reason TIXEO proposes a software renting under ASP format (Application Service Provider).

WorkSpace3D Standard Edition is an original solution for group working and more particularly for Web conferencing, which allows to communicate and work simultaneously on the same documents and applications. Its most common features are video and audio conferencing, application sharing, file sharing, co-browsing and whiteboard. WorkSpace3D Standard Edition offers all these features through customizable 3D environment, where each user is shown as a virtual character (avatar), sees through his character's eyes and interacts on 3D applications.

This SOFTWARE hosted on TIXEO servers is available on a monthly subscription, the CUSTOMER uses an Internet connection to access to the product.

The use of the SOFTWARE is reserved to independent professionals, private or individual companies and public institutions, wherever is their head office and represented by their employees duly empowered to act on the site.

1. PURPOSE

This document has for purpose to determine the conditions of use and access of the SOFTWARE by the CUSTOMER.

2. DURATION

This subscription starts from its acceptance for an undetermined duration, with a minimal period of three (3) months.

These conditions acceptance are materialized by the payment by the CUSTOMER of TIXEO's service.

3. TIXEO'S OBLIGATIONS

TIXEO will transmit to the customer, once subscription is accepted, a login and a password in order to have access to the SOFTWARE as soon as possible.

TIXEO will provide the CUSTOMER all updates of the SOFTWARE.

TIXEO does not have any mean to control information diffused through its SOFTWARE and will not assume any responsibility whatever it is on this information.

4. CLIENT'S OBLIGATIONS

The CUSTOMER will only use information about the quoted products for his own needs or those of his contracting structure and for the only purposes described in this document.

The CUSTOMER will not change or sell the SOFTWARE or make any products to compete with it.

The CUSTOMER will not share or transmit to anyone his “ Meeting Organizer / Animator ” account.

The CUSTOMER will attend and animate any meeting organized from his “ Meeting Organizer / Animator ” account.

5. SOFTWARE AND HARDWARE CHOICES

The CUSTOMER is taken into consideration, before the payment of the service, documentation about the SOFTWARE as well as technical specifications for the use of this service in accordance with the background.

It is CUSTOMER's responsibility to ensure that his hardware and software respect the requirement indicated by Tixeo, in particular his Internet connection which allows him to use the SOFTWARE with all the necessary effectiveness.

6. SOFTWARE ACCESS PROCEDURE

6-1 : Login and password

The SOFTWARE is accessible by a remote connection using a login and password given by TIXEO after acceptance of the subscription. Each WorkSpace3D Standard Edition subscription is associated at least to three (3) unique and named “ Meeting Organizer / Animator ” accounts.

6-2 : Operating mode and proof

The parties agree that the use of the CUSTOMER's account by itself or a third party will make a proof of acceptance of the transaction, whatever the amount is.

These proof modalities constitute an irrefragable presumption.

TIXEO's registration systems are considered as being worth proof of the date and the usage duration.

The whole elements related to the account's use will be preserved and filed by TIXEO. TIXEO will be able to prevail itself, in particular at probatory ends, of any act, file, recording, follow-up report, statistics on all supports, which is an established data-processing support, received or preserved, directly or indirectly by TIXEO in a database.

7. SUPPORT

The CUSTOMER can request TIXEO's support at the following email address: support@tixeo.com or by phone on 0033 467 750 431.

8. PRICE

8-1 : Invoicing

Subscription rate does not include the telecommunications and Internet access needing to use the software, this costs remain to the customer.

8-2 : Payment

Payments can be done by bank check, credit transfer or any other means approved by people concerned.

8-3 : Delay or payment defect

All delay in the payment will induce interests at the current average rate at the date of current payability. These latter are effective until integral payment of the totality of the sums due.

9. PROPERTY

This contract does not confer to the customer any right of intellectual ownership on the SOFTWARE, which remains the whole and exclusive property of TIXEO.

The CUSTOMER will respect all property mentions present on the SOFTWARE, supports and documentation.

9-1 : *Reproduction - adaptation*

The CUSTOMER is formally prohibited to reproduce permanently or provisionally the software in whole or part, by any means and in any form, including during the loading, the displaying, the execution or the storage of the software.

The CUSTOMER is prohibited to translate, to adapt, to arrange or modify the software, to export it or to merge it with other software.

9-2 : *Error corrections*

TIXEO reserves expressly the exclusive right to intervene on the software to enable it to be used in accordance with its destination and in particular to correct the eventual errors. The CUSTOMER thus formally prohibits itself to intervene or to ask a third to intervene on the software.

The provision of the software could not be regarded as a transfer within the meaning of the Code of the intellectual property of an unspecified right of ownership intellectual for the benefit of the customer.

10. RESPONSIBILITY

TIXEO is submitted to an obligation of means, at exclusion of any other. It guarantees the conformity of the software regarding to the specifications.

The CUSTOMER assumes all the responsibilities other than the conformity of the software regarding to the specifications and in particular those which concern:

- adequacy of the software to its needs,
- software exploitation,
- qualification and skills of its staff.

The CUSTOMER expressly admits having received from TIXEO all necessary information allowing him to appreciate the adequacy of the software to its needs and to take all the useful precautions for its exploitation and setup.

TIXEO will be in no case held to repair possible direct or indirect damage.

TIXEO will be in no case held as responsible of the quality of the Internet connection of the customer.

TIXEO will be in no case held as responsible for consequential damages such as the loss of market, commercial harm, loss of customers, any commercial disorder, loss of benefit, loss of brand image or any action in competition considered unfair.

The CUSTOMER will be the only responsible of the use of the software.

During the transfer by means of telecommunication or all other means, no responsibility could be retained against TIXEO if there is an eventual deterioration of information or data during the transfer.

TIXEO will be in no case held as responsible of damage resulting from the loss, the deterioration or any fraudulent use of data, the accidental transmission of virus or other harmful elements, of the attitude or behavior of a third, the failure of a sale.

TIXEO will be in no case held as responsible for possible malfunctions on the CUSTOMER station following the use of the software.

11. COUNTERFEITS

TIXEO guarantees to be the holder of the intellectual property rights and that the software is not likely to attack the rights of a third. TIXEO also guarantees that the software is entirely original and is constitutive in all or partly neither of counterfeit, nor of unfair competition.

The CUSTOMER will immediately inform TIXEO of any counterfeit of the software that TIXEO would not know about, TIXEO being then free to take actions that it will consider

suitable.

12. CANCELLATION

The CUSTOMER can cancel the subscription at the end of the minimal duration set in part 2, subject to a length of fifteen (15) days notice.

In case of failure of one of the parties to its obligations as stipulated above, the present ones could be canceled by the other part fifteen (15) days after the reception of a letter with acknowledgement of delivery. This letter will indicate the failures noted and remained without effect after this time.

If the information diffused by the means of the software would be obviously incompatible with TIXEO's image, TIXEO will be able to cancel the subscription fifteen (15) days after reception by the CUSTOMER of a registered letter with acknowledgement of delivery, informing him of the noted incompatibilities.

The cancelation of the subscription includes the cancelation of all complementary services subscribed by the CUSTOMER. In case of cancellation, the monies owed by the CUSTOMER become immediately payable.

13. GOVERNING LAW

This document and any modification or variation hereto shall be governed by the laws from time to time in force in France. All questions with respect to jurisdiction, validity, interpretation and performance of this Agreement and any such modification or variations shall be determined accordingly to the laws of France in force from time to time and shall be subject to the non-exclusive jurisdiction of the High Court of France.

14. INALIENABILITY

It is expressly stipulated that the present will not be able to be yielded to a third by THE CUSTOMER, except previous and written agreement of TIXEO.