

MASTER SERVICE AGREEMENT

1. DEFINITIONS	1
2. PURPOSE	1
3. FINANCIAL CONDITIONS	2
3.1. PRICE	2
3.2. EXPENSES	2
3.3. INVOICES AND PAYMENT	2
4. LENGTH – PERFORMANCE SCHEDULE	2
5. WARRANTIES AND LIABILITIES	2
5.1. WARRANTEES FOR SERVICES	2
5.2. LIMITATION OF LIABILITY – INSURANCES	2
6. CUSTOMER’S DUTIES	3
6.1. ACCESS TO CUSTOMER’S PREMISES.....	3
6.2. CUSTOMER’S INFORMATION AND RESOURCES	3
7. PERSONAL DATA PROTECTION	3
8. GENERALITIES	3
8.1. CONFIDENTIALITY	3
8.2. RELATIONS BETWEEN THE PARTIES	3
8.3. FULL AGREEMENT	4
8.4. PARTIAL NULLITY	4
8.5. TOLERANCE EFFECT	4
8.6. NON-ENTICEMENT	4
8.7. APPLICABLE LAW AND COMPETENT JURISDICTION	4

DEFINITIONS

For the performance and understanding of this instrument, hereinafter defined words have following meaning.

“ Master Service Agreement”: this document which states legal provisions applicable to the supply of Services.

“Contract”: The Proposal, the Master Service Agreement and the Order Form.

“Deliverable Items”: any documents and files issued, in their final version, by ClaraVista for the performance of Services.

“Work Items”: any drawing, specification, instruction, software, or any other document provided by one Party to the other for the performance of Services, including the Deliverable items.

“Proposal”: the document in which ClaraVista confirmed their scope of work, technical and

price offer and attached to the Master Service Agreement.

“Services”: the services described in the Proposal that ClaraVista shall provide to the Client.

2. PURPOSE

The purpose of this instrument is to determine the terms of supply of Services according to the provisional schedule and other provisions appearing in the Proposal.

The signature by the Client of an Order Form related to Services is necessary to start the performance of Services.

The Client solely has knowledge of its ultimate requirements and objectives to be reached by using the Services. To enable Claravista to understand the requirements and objectives, the Customer shall confirm them before the performance of Services and shall validate that the Proposal properly meets the customer’s requirements and objectives.

3. FINANCIAL CONDITIONS

3.1. PRICE

In compensation of the performance of the Services, the Customer will pay to ClaraVista the price stated in the Order Form. Applicable taxes, in particular VAT, shall be charged in addition by ClaraVista.

3.2 EXPENSES

The Services provided outside ClaraVista's premises upon Customer's request shall give rise to a separate invoice of real and reasonable travel expenses, and if appropriate accommodation expenses.

3.3. INVOICES AND PAYMENT

ClaraVista shall issue invoices according to the schedule stated in the Proposal, or the Order Form. Invoices are payable within thirty (30) days from the invoice issue. According to the provisions of the French Commercial Code, such invoices that remain unpaid on due date, shall bear as of right an interest for late payment at the bi-annual refinancing rate of the European Central Bank (ECB), applicable as of January 1 or July 1 of the current year, increased by 10 points; a fixed allowance of Euros 50 is owed to ClaraVista for recovery costs, upon each late payment.

Services already performed shall be not questioned resulting from a cancellation, even faulty, of the Contract and the amounts related to the said Services shall remain owed and/or acquired to ClaraVista.

4. LENGTH – PERFORMANCE SCHEDULE

The Contract is effective from the signature of the Order Form and expires at the end of the performance of Services. The Contract is performed according to the schedule stated in the Proposal.

5. WARRANTIES AND LIABILITIES

5.1. WARRANTEES FOR SERVICES

5.1.1. ClaraVista guarantees that the Services shall

be performed in compliance with the standard practices in the profession. Both Parties guarantee that their respective staff, who shall participate in the performance of the Contract, shall have the skills and experience necessary to the performance of the tasks devolved on them.

5.1.2. The Customer shall notify to ClaraVista any defect related to the Services within no more than ten (10) days after the performance of the Services. In such a case, ClaraVista shall correct the errors resulting from the defect or perform the Services again pursuant to the provisions of section 5.1.1.

5.1.3. The Client acknowledges that the specifications of its own data, processes used to convert them, format them and load them as well as the use by the Client or by third parties of Deliverable items in combination with third party's products, services, programs or infrastructure may lead to an impossibility to use the Deliverable Items according to above warranty terms. Therefore, ClaraVista shall not be responsible for dysfunctions resulting from:
a) Specifications of Customer's data or processes used to convert them, format them or load them,
b) And/or the use of Deliverable Items in combination with third party's products, services, programs or infrastructures, unless ClaraVista recommended in writing to use them in combination with this equipment and or programs from third parties.

Moreover, ClaraVista guarantees the Deliverable Items under above terms, provided that they have not been modified by the Customer or by a third party.

5.2. LIMITATION OF LIABILITY – INSURANCES

5.2.1. ClaraVista's liability to compensate the Client for any damage resulting from a proven fault by ClaraVista, from damageable fact or from a series of related damageable facts, shall be limited to the amounts paid by the Client for the related Services over the last six (6) months.

5.2.2. The Parties shall in no case be liable for indirect damages, which include in particular and without limitation, profit or income losses, data losses or the impossibility to use data that one party or the other may suffer from.

5.2.3. For the duration of the Contract, ClaraVista will carry an insurance policy covering civil liability and operational risks, for any tangible and intangible damages, consequential or not to a property damage, that ClaraVista may cause during performance of the Services to the Client and to third parties. It is however agreed, pursuant to section 5.2.2, that only direct damages fall within the scope of compensatory damages.

6. CLIENT'S DUTIES

6.1. ACCESS TO CLIENT'S PREMISES

If all or part of the Services are to be performed on the Client's premises, the Client shall grant ClaraVista an access to its premises, and shall provide to the staff involved in the Services the necessary means for the performance of the Services, ClaraVista undertaking to comply with the Client's reasonable safety instructions.

6.2. CLIENT'S INFORMATION AND RESOURCES

The client shall provide ClaraVista with any cooperation, information, equipment, data and necessary assistance that may be reasonably required by ClaraVista for the performance of its duties, including the access to the Client's software if such an access is useful, according to the provisions of the Proposal in particular. It is reminded that Services, including intellectual services, require an active collaboration between the parties and that the right performance of the Services may depend on factors independent from ClaraVista such as the Client's organization, working methods, qualification and skills of its staff and, if appropriate, the acceptance by the users of the changes induced by the performance of the Services. Therefore, the Client shall assign staff with necessary skills and availability to enable ClaraVista to perform its duties.

The Client shall be responsible to back-up its data, programs and digital files that are directly or indirectly involved in the Services.

7. PERSONAL DATA PROTECTION

As process manager, the Client must comply with all legal and regulatory provisions applicable to Personal Data Protection.

According to the Services to be performed by ClaraVista, ClaraVista may be either a sub-contractor or a treatment recipient, in regards of the General Data Protection Regulation provisions. In the first case, ClaraVista shall do their best efforts, in accordance with industry standard, to ensure the implementation of safety and confidentiality measures of the data provided by the Client for the performance of the Services. In such case, an appendix n° 1 to this Contract will specify the provisions for the sub-contracting of personal data processing.

In any event, the Client and ClaraVista must agree on the processing of the information and data related to the Services at the end of the Contract: disposal, conservation and/or return.

8. GENERALITIES

8.1. CONFIDENTIALITY

Each party may share with the other confidential information. Is considered as confidential information any information shared as such, and in particular the Contract terms, as well as the test reports directly or indirectly related to the performance of ClaraVista's Services.

Is not considered as confidential information, information:

which is or would fall into the public domain in the absence of any fault attributable to the receiving party;

which is in possession of the receiving party prior to its disclosure without being obtained directly or indirectly from the other party;

which is provided to the receiving party by a third party without any confidentiality obligation;

which is independently formalized or developed by the receiving Party;

for which the disclosure is the result of a provision required pursuant to a legal, regulatory provision or court decree.

The Parties must keep this information confidential during the performance of the Services and for two (2) years after the Contract termination.

8.2. RELATIONS BETWEEN THE PARTIES

The Client shall ensure the project management of the Services, unless otherwise provided in the Proposal.

8.2.1. ClaraVista and the Client are legally and economically independent entities, and the performance of the Contract does not create any solidarity, mandate, de facto company or similar relation. Each party is responsible for the compliance with legal obligations, in particular with respect to the labor law, including the payment of its employees, social security contributions and other contributions borne by the employer. Whatever the collaboration required between the parties for the right execution of the Contract, all staff from each Party, assigned in full or part to the performance of the Services, remain, in any circumstances, under the single hierarchical and disciplinary authority of the said Party.

8.3. FULL AGREEMENT

The Contract shows the full agreement of the Parties and cancels and substitutes any other contracts, suggestions, letters, or any other type of agreement, written or oral, between the parties with respect to the Contract purpose.

The Master Service Agreement, the Proposal or the Order Form have a descending priority order. Therefore, in the event of contradictions between these documents, the Master Service Agreement shall prevail on the Proposal, this Proposal shall prevail on the Order Form; The Proposal may derogate to the provisions of the Master Service Agreement provided that the Proposal clearly states the provision of the Master Service Agreement to which it derogates. The Contract may be amended only in written by a representative duly authorized by each Party.

It is expressly agreed that the Contract shall prevail on any provision of the Client's purchase general conditions of goods or services.

8.4. PARTIAL NULLITY

Should one section of the Contract be null or non-applicable, this section shall be deemed as non-written and the other sections keep their full effect, unless the overall provisions of this instruments become amended.

8.5. TOLERANCE EFFECT

The tolerance of one Party to practices or potential inexecutions of the other does not imply a waiver of right.

8.6. ENTICEMENT

For the length of performance of the Contract and within twelve (12) months following the end of the performance of the Contract, the Client shall not make any application and/or enticement of ClaraVista's staff, unless explicit and prior written agreement from ClaraVista. Should this obligation not be complied with, the Customer shall pay to ClaraVista a compensation equal to one (1) year of the average daily rate of the staff concerned.

8.7. APPLICABLE LAW AND COMPETENT JURISDICTION

French law applies to the Contract.

Any dispute on the forming, understanding, validity, and/or execution of the Contract non-solved amicably between the Parties shall be submitted to competent Courts of the jurisdiction of the Court of Appeal in Paris, including any proceedings aiming at earning emergency or precautionary measures, as urgent proceedings or petitions.