

<b>4D PRODUCT LINE V 2004 MAINTENANCE TERMS AND CONDITIONS</b>
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You (“LICENSEE”) declare that:

- you have been granted a license of use relating to certain 4D software programs in version 2004;
- you have agreed with all the terms and conditions of the corresponding click-wrap license agreement (the « Agreement ») as included in the said software programs;
- you wish to have access to the updates of such software programs, as part of a yearly Maintenance subscription.

“Maintenance” means the information relating to the availability of Updates and, upon LICENSEE’s request, the provision of such Updates for the Environment, subject to the payment of the corresponding yearly fee and the compliance with the terms of the Agreement.

“Updates” means the maintenance versions and/or minor and/or major updates of the software which is the purpose of the Agreement (the “Software”), it being understood that any Software is designated by two (2) numbers: “X” defines the number of major update and “Y”, the number of minor update.

- If LICENSEE has subscribed to the yearly Maintenance services at the date of purchase of the corresponding license of use, such Maintenance services are subject to the following terms and conditions:

In consideration of the payment of the corresponding yearly fee, 4D shall - when available - inform LICENSEE and – at LICENSEE’s request - put Updates at its disposal, by any means and on any media of 4D’s choice, including, if available, the related Documentation.

LICENSEE shall update the components of the Environment, if an Update requires to do so.

LICENSEE recognizes and agrees that the Maintenance does not include installation services, such services being subject to a separate agreement.

- The initial yearly Maintenance period shall come into effect on the date of purchase of the corresponding license of use, for a term of one (1) year. Unless termination of the Maintenance by one party upon written notice - by registered letter with acknowledgement of receipt - to the other party at least thirty (30) days prior to the end of the current yearly Maintenance period, Maintenance shall be renewed for successive periods of one (1) year each, subject to the following conditions: the
  - Maintenance fee shall be calculated on the basis of the then current applicable price list at the date the yearly Maintenance is renewed. Notwithstanding the above provision, the parties expressly agree that any increase of the yearly Maintenance fee shall be limited to a 8% rise per year.

- Any Update supplied pursuant to the Maintenance constitutes a single product with the Software. LICENSEE acknowledges and agrees that any Update is subject to the provisions of the Agreement, in particular the terms and conditions of use defined in the latter. LICENSEE shall cease using the previous version of the Software and/or permitting such use within a maximum term of two (2) months from the installation or registration of such Update.
- Unless early termination, the subscription to Maintenance as above defined, is valid for one (1) year as of the date of purchase by LICENSEE of such Maintenance, and tacitly renewed for successive periods of one (1) year each.
- In case of early termination of the Maintenance for any reason and except as expressly otherwise stated in this Agreement, LICENSEE agrees that the fees paid for the corresponding Maintenance, are not refundable and that such termination shall not relieve LICENSEE from paying any amount due to 4D SAS at the date of the termination, notably for the Maintenance.

Upon termination of the Maintenance for any reason, such termination shall relieve 4D from any of its obligations related to the Maintenance.

- The provisions of the Agreement which are not amended by these terms and conditions remain fully applicable.