

SUBSCRIPTION APPLICATION

- I subscribe to PREMIUM ASSISTANCE support** AP01/02
- 1 Hour or 191 €**
- 3 Hours or 456 €**

I the undersigned:.....

Company:

Position:

Address 1:

Address 2:

Postcode: Town:

Country:

Telephone no.:..... Fax :

Persons authorised to contact the Premium Assistance Service :

| NAME | PRODUCT | E-Mail |
|------|---------|--------|
| 1. | | |
| 2. | | |
| 3. | | |

(hereinafter referred to as the Customer)

This contract shall take effect starting from the date of signing of this document, for an annual period, whatever the number of products used.

The Customer uses AURA Equipements development products.

The Customer wishes to benefit from **customised private assistance** from AURA Equipements in the use of these tools.

- I attach a payment of ^(*) : _____ €**
By cheque made out to AURA Equipements
^(*) For the EU indicate your European VAT number: _____

- I acknowledge that I am aware of all the general terms of subscription to the **PREMIUM ASSISTANCE** contract and accept them entirely.

| | |
|---------------|------------------------------|
| Date : | Stamp & Signature |
|---------------|------------------------------|

Identification Number

Usable from:

____/____/____ to ____/____/____
Information reserved for AURA Equipements

AURA Equipements PRODUCTS

PREMIUM ASSISTANCE

General Terms of Subscription

This contract signed between AURA Equipements and the Customer concerns personalised technical assistance for the use of AURA Equipements products, whatever the number of products used.

Assistance consists in supplying rapid answer to questions arising from the use of AURA Equipements products: Audit, design aid, writing of routines, code study, etc.

This assistance includes any advice in the programming of an application but excludes any training in the programming languages used by the Customer, and does not replace training in the products published by AURA Equipements.

This service is accessible by prepaid subscription, usable as the Customer wishes. There is no limit to the number of calls.

1. The subscription entitles the Customer to **Assistance Credit of 1 hour or 3 hours** for a period of **12 months** starting from the acknowledgement of receipt by AURA Equipements of the duly completed, dated and signed subscription form, together with the payment.

2. The telephone assistance service is accessible from:

Monday to Friday from 9 a.m. to 12.30 p.m. and from 2 p.m. to 5.30 p.m.

The Premium Assistance contract covers only telephone services or services supplied by e-mail.

The telephone call itself remains charged to the Customer. An e-mail is counted as a 12-minute telephone call.

AURA Equipements will make every effort to help the user subscribing to Premium Assistance to solve his problem in the course of the telephone call or his response by e-mail. His request may refer to the latest version of the Software.

AURA Equipements will supply an access code to the Customer subscribing to the Premium Assistance contract whose address is indicated on the registration form. This identification must be used in each call to AURA Equipements assistance service.

3. The cost of the subscription for one year depends on the Assistance Credit chosen by the Customer (1 Hour or 3 Hours). The subscription is an annual lump sum regardless of whether or not the service is used by the subscriber.

The Premium Assistance service is renewable by tacit agreement either on the closure of the Assistance Credit or at the end of the annual subscription period. It may only be terminated if it is cancelled either at least 30 days after renewal following the closure of the Assistance Credit or at least 30 days before the anniversary date if it is renewed at the end of the annual period. It is payable on subscription.

Invoices are to be paid in cash, by cheque. Non-payment of an invoice within 15 days will lead to suspension of the Premium Assistance service without prior notice.

General Terms of PREMIUM ASSISTANCE Subscription

The Customer shall indicate to AURA Equipements the names of the persons authorised to contact AURA Equipements (maximum 3 people).

In case of doubt concerning a person's identity, AURA Equipements may request confirmation by fax, at the number indicated in this contract, of the caller's identity.

The Customer must be equipped with an Internet link enabling him to access any updates of the Software concerned by the Assistance contract.

4. AURA Equipements confirms that it is in possession of all necessary rights concerning any data, programs and modules which may be supplied to the Customer by way of the Assistance service.

The Customer must have legally acquired the rights of use of the Software which he intends to have supported by the Premium Assistance contract.

The Customer declares that he is in possession of all necessary rights concerning the data, programs, modules, etc. sent to AURA Equipements. The Customer undertakes to compensate AURA Equipements for any damages or costs resulting from failure to comply with this clause.

Premium Assistance may not be provided if: (i) the Software is not used in accordance with its specifications, (ii) the Software is installed on another system for which a Software licence has not been acquired, (iii) the origin of the problem is linked to another product, or (iv) the Software is not covered by a maintenance or Update contract.

AURA Equipements may not be held liable for any direct or indirect consequences resulting from the application or non-application of the responses supplied to users within the framework of this contract. The contract obligations are obligations to provide resources not obligations to provide results. It is up to the Customer to take every precaution, and in particular to make the necessary backups before any operations.

5. AURA Equipements may not be held responsible for any deficiency or inadequacy or any problem linked to the Premium Assistance service, which may not give rise to any compensation of any kind.

6. Neither of the two parties shall be responsible for failure to comply with his obligations following a case of force majeure (strike, unavailability of means of communication, fire, acts of god, war, etc.)

7. Unless specifically agreed otherwise, each party shall consider the information passed on by the other party to be confidential.

8. If this contract is terminated for any reason whatsoever, the Customer will be informed of this at least one month before the date of termination by registered letter with acknowledgement of receipt, and the unused periods will be refunded to him (sum evaluated on a prorata basis).

9. AURA Equipements reserves the right to indicate or implement changes in the rules stipulated, with the aim of improving its service or complying with new laws or regulations. This contract is governed by French law; any dispute resulting from it will be subject to rulings by the courts holding jurisdiction over the main office of AURA Equipements.

This contract represents all the agreements signed between the two parties, and no amendment may be made to it.

Any legal action by the Customer against AURA Equipements resulting from this contract must be taken within three months of the event provoking this action.

Unless specifically agreed otherwise, this contract is not transferable.

AP01/02

Part to be detached and sent back to us completed and signed for subscription

Subscription application - PREMIUM ASSISTANCE

AURA Equipements

**10, Avenue du Québec
BP 519
91946 LES ULIS CEDEX
FRANCE**

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