

STANDARD PURCHASE ORDER TERMS & CONDITIONS

AGREEMENT DOCUMENTS:

Unless this Purchase Order ("PO"), also referred to as a Work Authorization ("WA"), is issued under a written procurement agreement between Supplier and the issuer of this PO ("Buyer"), this PO and any attachments are the sole agreement between Buyer and Supplier with respect to the products or services specified in this PO. No other document, including the Supplier's proposal, quotation, or acknowledgment form, will be part of this agreement, unless specifically agreed to in writing by Buyer. Upon Buyer request, Supplier will invoice Buyer electronically. No right that Buyer has regarding this agreement may be waived or modified except by Buyer in writing.

PRICE/TAXES:

If price is not stated in this PO or a procurement agreement, the price will be Supplier's lowest prevailing market price. Supplier is responsible for and will pay all sales, use, and similar taxes.

TERMS OF PAYMENT:

Unless this PO states otherwise, the terms of payment will be 60 days after Buyer receives Supplier's valid invoice. In the event Supplier has not received payment as agreed, Supplier will notify Buyer and Buyer will make prompt payment.

With respect to Item L441-6 of the French Code of Commerce relating to the intercompany terms of payment, for any late payment, Supplier may claim penalties to Buyer, in addition of the regular amount due, with an interest rate of one and a half times (1,5 x) the effective Legal Interest Rate, and applicable from the date the payment was due till the actual payment date.

TERMINATION:

This PO may be terminated by Buyer with or without cause. In the event Buyer terminates without cause, Buyer will compensate Supplier for the actual and reasonable expenses incurred by Supplier for work in process up to and including the date of termination, provided such expenses do not exceed the agreed upon prices.

IMPORTS:

If any of the products are imported into any other country, Supplier will be responsible for all legal, regulatory and administrative requirements associated with any importation and the payment of all associated duties, taxes and fees.

PACKAGES/TRANSPORTATION:

Supplier will: (i) comply with all country of origin marking instructions and all instructions for exports to IBM (refer to <http://www-1.ibm.com/procurement/>); (ii) comply with all packaging and labeling requirements set out in this PO; (iii) comply with the transportation routing guidelines in this PO; (iv) not use premium transportation unless specifically authorized by Buyer; (v) not include more than one daily shipment for one destination on one

bill of lading; and (vi) not declare a value or purchase additional insurance on all F.O.B. Origin shipments to Buyer

LATE SHIPMENTS:

In this PO and in any contract arising therefrom, time shall be of the essence. If Supplier fails to deliver on time, Buyer may purchase replacements elsewhere and Supplier will be liable for actual and reasonable costs and damages Buyer incurs. Supplier will promptly notify Buyer if it is unable to comply with the delivery date specified in this PO.

WARRANTIES:

Supplier warrants that: (i) it will at all times comply with all applicable laws, rules and regulations to which it is or becomes subject; (ii) the products or services specified in this PO do not infringe any patent, trademark, copyright or other intellectual property right of a third party; (iii) products and services specified in this PO which interact in any capacity with date data are Year 2000 ready such that when used in accordance with their associated documentation they are capable of correctly processing, providing, receiving and displaying date data, as well as exchanging accurate date data with all products which the products or services are intended to be used within and between the twentieth and twenty-first centuries; (iv) products and services specified in this PO which interact in any capacity with monetary data are Euro ready such that when used in accordance with their associated documentation they are capable of correctly processing monetary data in the Euro denomination and respecting the Euro currency formatting conventions (including the Euro sign); (v) products and services specified in this PO do not contain and are not manufactured using ozone depleting substances known as halons, chlorofluorocarbons, hydrochlorofluorocarbons, methyl chloroform and carbon tetrachloride as defined by the Montreal Protocol; and (vi) products and services specified in this PO are provided to Buyer new and do not contain anything used or reconditioned, unless Buyer agrees otherwise in writing. (vii) it has been disclosed to Buyer in writing the existence of any third party code, including without limitation open source code, that is included in or is provided in connection with the product(s) and that Supplier and the product(s) are in compliance with all licensing agreements applicable to such third party code .

INTELLECTUAL PROPERTY AND OTHER INDEMNIFICATIONS:

Supplier grants Buyer all rights and licenses necessary for Buyer (including Buyer's parent, subsidiaries, or other related legal entities), to use and sell the products or services specified in the PO and to exercise the rights granted under this PO. Supplier agrees to defend, hold harmless, and indemnify Buyer from any claim that Supplier's product or service infringes any intellectual property rights or any claim arising from the failure of Supplier to comply with its warranties and obligations under this PO. If a claim of infringement is made, Supplier will, at its own expense, exercise the first of the following remedies that is practicable: (i) obtain for Buyer the rights granted under this PO; (ii) modify the products or services so they are non-infringing and in compliance with this PO; (iii) replace the products or services with non-infringing ones that comply with this PO; or (iv) accept the return of infringing products and the cancellation of infringing services and refund any amount paid. Buyer may return non-conforming goods to Supplier at Supplier's expense. Payment will not constitute an acceptance of the products or services nor impair IBM's right to inspect the products or

services or invoke any of its remedies. All authors have waived all their rights to the products and services' integrity and to be associated with them as authors

LIMITATION OF LIABILITY:

To the extent permitted by local law in no event will Buyer (including Buyer's parent, subsidiaries or other related legal entities) be liable for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages.

ASSIGNMENT:

Supplier will not assign its rights nor subcontract its duties without IBM's written consent. Any unauthorized assignment is void.

EXCHANGE OF INFORMATION:

All exchanges of information between the parties pursuant to this PO will be considered non confidential, unless the parties have entered into a separate written confidentiality agreement. For any business personal information relating to Supplier's employees or other legal entities that Supplier provides to Buyer, Supplier will obtain the informed agreement of such employees and other legal entities to release the information to Buyer and to allow Buyer to use such information in connection with this Agreement

APPLICABLE LAWS:

This agreement is governed by the laws of the country where the Buyer is located, except: (i) in the United States (including if any part of the transaction is performed within the United States) Puerto Rico, or the People's Republic of China, the laws of the State of New York govern this agreement; (ii) in Australia, the laws of the State or Territory where the Buyer is located govern this agreement; (iii) in Central Europe, the laws of Austria govern this agreement; (iv) in Estonia, Latvia, and Lithuania the laws of Finland govern this agreement; (v) in Canada, the laws of the Province of Ontario govern this agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Unless otherwise provided by local law without the possibility of contractual waiver or limitation, any legal or other action related to this agreement must be commenced no later than two (2) years from the date on which the cause of action arose. Any reproduction of this agreement by reliable means will be considered an original of this agreement.

COMPLIANCE WITH FRENCH LABOR REGULATIONS

Supplier represents that the performance of its obligations under this PA shall be carried out by lawfully employed personnel in accordance with applicable French Labor regulations.

Any person who participates, on behalf of the Supplier, in the performance of Services relating to a SOW, shall remain under the Supplier's authority, direction and supervision, and as such has the status of employee of the Supplier, and therefore shall have no entitlement at any time to become an employee or agent of the Buyer. Hence, the Buyer shall not, as a result of this contract, incur any liability or obligation with respect to the persons who are working on behalf of the Supplier.

The Supplier undertakes not to employ, for the tasks conferred upon it by the Buyer, employees of IBM (e.g.: pre-retired or inactive personnel). If, however, constraints with respect to the performance of the Agreement lead him to make use of IBM personnel, the Supplier shall notify the Buyer as soon as possible.

The Supplier undertakes that each SOW and/or WA performed for the Buyer will be performed by persons or companies with respect to which the Supplier has carried out the checks required by the law of December 31, 1991 and the decree of June 11, 1992 relating to the fight against undeclared employment and therefore the Supplier undertakes to deliver to the Buyer, two weeks before the beginning of any Service provision, the documents listed within the article R. 324-4 of the French labor code.

In pursuance of the law n° 91.1383 of December 31, 1991 (reinforcing the fight against undeclared employment and the organization of the illegal entry and stay of foreigners into France), the Supplier undertakes to deliver to the Buyer, two weeks before the beginning of any Service provision, a list of the persons of non-EEC citizenship who will be assigned work under this agreement and the documents listed within the article R. 324-7 of the French labor code.

Documents to be provided by the Supplier to the Buyer

In accordance with articles R 324-4 and R 324-7 of the French labor code, the Supplier undertakes to provide the Buyer, on the date of signature of this PA, then every six (6) months until the term of this PA, with the documents listed hereunder. The documents and affidavits provided by the Supplier must be written in French language or in original versions with a translation in French attached, and shall be provided again in case of change in the form of the Supplier. Should the provisions of this subsection not be complied with by the Supplier, the Buyer shall be entitled to terminate this PA without notice and with exclusive liability of the Supplier.

THE SUPPLIER IS SITUATED OUTSIDE FRANCE :

In all cases, the following documents:

-A document mentioning its individual identification number given in accordance with article 286 ter of the French tax code; if the Supplier is not bound to have such number, a document mentioning its identity and its address or, as the case may be, the contact details of its temporary tax representative in France;

-A document evidencing the regularity of the Supplier's social status in relation to the European rule n° 1408/71 of 14 June 1971 or a social security international convention or, failing this, an affidavit, less than six (6) months old, from the social security organization empowered to collect payment certifying that the Supplier has provided all the necessary social security declarations;

When the Supplier's registration to a professional registry is compulsory in its home office country, one of the following documents:

-A document from the authority in charge of the professional registry or an equivalent document certifying such registration;

-An estimate, an advertising document or a professional correspondence, provided that these documents mention the name, the complete address and the registration details to the professional registry;

-For companies in the process of creation, a document less than six (6) month old from the authority empowered to enroll on the professional registry and certifying the request for such enrollment.

-When the Supplier hires employees for works to be performed in France for more than one (1) month, an affidavit by the Supplier that these employees have been provided with pay slips containing the terms stipulated by article R 143-2 of the French labor code, or equivalent documents