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The Effective Date is the date of the email sent by 6WIND informing Licensee that the Software is available for downloading.

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8 CONFIDENTIALITY

8.1 Confidential information (below referred to as "Confidential Information") is defined as any information received by a Party ("Receiving Party") from the other Party ("Disclosing Party"), whether before or after the Effective Date of the Agreement, which is marked or described by the disclosing Party in writing as being "Confidential", "Secret" or "Proprietary" at the time of such disclosure. The Parties acknowledge that Software and the License Keys are Confidential Information.

8.2 The confidentiality obligation under this Section shall not cover knowledge which:

- i was at the time of receipt published or otherwise generally available to the public;
- ii has after receipt by a Party been published or become generally available to the public otherwise than through any act or omission on part of the receiving Party;
- iii was lawfully in the possession of the receiving Party at the time of receipt without any restrictions on disclosure;
- iv was rightfully acquired from third parties without any undertaking of confidentiality imposed by such third parties;
- v was developed independently by the receiving Party.

8.3 Both Parties agree to maintain Confidential Information in confidence and shall use the same degree of care, but in no event less than reasonable care, to avoid disclosure of Confidential Information as it uses with its own confidential and proprietary information of similar type and importance. Both Parties agree to use the other Party's Confidential Information only for the purposes permitted under this Agreement and to disclose Confidential Information only to those of its employees and sub-contractors who have a bona fide need to know solely for the purpose (and to the extent) of exercising its rights contemplated under this Agreement.

8.4 The obligations set forth in this Section shall remain in force for a period of three (3) years as of the date of disclosure of the Confidential Information in question, regardless of an earlier termination of this Agreement.

9 APPLICABLE LAW – DISPUTES

9.1 THIS CONTRACT IS GOVERNED BY LAW OF France, regardless of form and claim.

9.2 In the event of a dispute arising in relation to this Contract, the Parties will endeavor to find a friendly solution before taking any legal action. Should this procedure produce a result, a confidential agreement, containing the terms of the resolution to the issue, shall be executed between the Parties.

9.3 All disputes, which may arise under or in relation to this Agreement, shall be submitted to arbitration unless mutually settled in an amicable way during the period of sixty (60) days. The arbitration shall be held in Paris in accordance with the Rules of Arbitration and Conciliation of International Chamber of Commerce. The arbitration panel shall consist of three (3) arbitrators who have the expertise in legal matters in respect of telecommunication and software and the arbitration shall be conducted in English language. The award rendered by the arbitration shall be finally binding and has fully legal effect upon the Parties hereto.

10 MISCELLANEOUS CLAUSES

10.1 Assignment. The present Agreement is binding on the Parties, its employees, directors, successors, heirs and assigns. Licensee shall not, without the prior written consent of 6WIND, assign or otherwise transfer its rights and obligations under this Agreement in whole or in part.

10.2 Severability. If any provision in this Agreement is held invalid or unenforceable by a body of competent jurisdiction, such provision will be construed, limited or, if necessary, severed to the extent necessary to eliminate such invalidity or unenforceability. The Parties agree to negotiate in good faith a valid, enforceable substitute provision that most nearly affects the Parties' original intent in entering into this Agreement or to provide an equitable adjustment in the event no such provision can be added. The other provisions of this Agreement will remain in full force and effect.

10.3 Entire Agreement. This Agreement is the entire Agreement between 6WIND and Licensee and supersedes any other communication, advertisement, or understanding with respect to the Software. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

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Appendix 1

SOFTWARE DESCRIPTION AND ENVIRONMENT

Software products	6WIND VSR Product family
Software Version	Latest GA version at the Effective Date
Software Environment (On-Premises Evaluation)	The supported environments by the Software including bare metal and virtual machine environments are listed in the Software documentation
Software Environment (Cloud Evaluation)	Amazon Web Services; the resources required to use the AMI of the Software including number of vCPUs, memory... are listed in the Software documentation
Duration of the Evaluation	This License will automatically terminate after 30 business days after the Effective Date