GENERAL TERMS AND CONDITIONS OF SALE OF SOFTWARE PACKAGE LICENCES, HARDWARE AND RELATED SERVICES
INFORMATIQUE GRAPHISME ENERGETIQUE – "I.G.E."

These General Terms and Conditions of Sale ('General Terms and Conditions') are applicable to any offer to grant Software Licences, maintenance or other services and/or the sale of Hardware ('**Offer'**) issued by INFORMATIQUE GRAPHISME ENERGETIQUE – I.G.E., a company governed by French law, registered with the Toulouse Trade and Companies Register under number 399 737 006 ('**I.G.E.**' or the '**Company**'), and to any order for Licences, maintenance or other services and/or, where applicable, Hardware, placed with the Company by a legal entity acting in the context of its professional activity ('**Customer**').

It is understood that each Offer issued by the Company is subject to these General Terms and Conditions.

The Company and the Customer are hereinafter jointly referred to as **the Parties**.

Article 1: Entering into the agreement

Any granting of Licences, any provision of associated services and, where applicable, any sale of Hardware, shall, beforehand, be set down in an Offer by the Company to the Customer, the period of validity of which shall be set at one (1) month, unless otherwise provided for in the Offer. Whether the corresponding agreement ('**Agreement**') concerns the granting of a Licence, the provision of Maintenance Services, or Non-Recurring Services and/or, where applicable, the sale of Hardware, this Agreement shall be deemed validly entered into between the Parties upon receipt by the Company of the purchase order duly signed by the Customer and returned by it to the Company or any other written confirmation of acceptance of the Offer by the Customer.

Entering into this Agreement implies unreserved acceptance of these General Terms and Conditions by the Customer.

Once entered into between the Parties, the Agreement may only be amended with the express written agreement of the Company. It is understood that the Parties may agree on Special Terms and Conditions applicable to the Agreement, in addition to or by derogation from these General Terms and Conditions.

If these are made available to the Customer by means of a hypertext link enabling them to be downloaded and/or printed, these General Terms and Conditions shall be deemed fully applicable between the Parties. If this method is applied, the Parties expressly acknowledge that the check box technique for expressing the Customer's consent to these General Terms and Conditions shall, between the Parties, have the same value as consent expressed by means of a handwritten signature on a written document containing or referring to these General Terms and Conditions.

Article 2: Definitions

User Support: refers to the service consisting of providing the Customer's End Users, by telephone or email, with the explanations required to use the Software in accordance with its Documentation, subject to the Customer entering into a Subscription Agreement or Maintenance Agreement.

Affiliates: refers to (i) any company, regardless of the form of the legal entity, which the Company controls directly or indirectly, or (ii) any company controlling the Company or the Editor, or (iii) any company controlled by the company that controls the Company, the term 'control' having the meaning given in Article L.233-3 of the French Commercial Code.

Bug: refers to a Software malfunction that can be reproduced.

Delivery Note (sometimes also referred to as 'Acknowledgement of Receipt'): refers to the document provided to the Customer certifying correct delivery of the Software to the Customer. Unless otherwise provided for in the Special Terms and Conditions, the Software delivery date shall be deemed to be the date of the Delivery Note. The Delivery Note shall specify the number of End Users authorised under the Licence, the Software Protection System, the Hardware, if any, provided by the Company, and the Site(s) on which the Software may be used under the Licence.

Catalogue: refers to the list of references corresponding to the Software, Maintenance Services, Training and Hardware, which may be provided by the Company; this list is accompanied by the corresponding price list and is made available to Customers on request.

Customer: refers to the legal entity that acquires one or more Licences for the Software, services and/or Hardware from the Company.

Special Terms and Conditions: refers to the specific terms and conditions agreed between the Parties under the Agreement to supplement these General Terms and Conditions or, where applicable, to derogate from them.

End User Licence Agreement: means the document provided with the Software which sets down the terms and conditions governing any Software Licence.

Maintenance Agreement: refers to the Agreement relating to Maintenance Services offered to the Customer under an unlimited duration Software Licence, the terms and conditions of which are set out in these General Terms and Conditions.

Subscription Agreement: refers to the Agreement including a Software Licence and Maintenance Services, offered to the Customer under a limited duration Software Licence, the terms and conditions of which are set out in these General Terms and Conditions.

Services Agreement: means the Agreement under which the Company provides Non-Recurring Services to the Customer according to the terms and conditions set out in these General Terms and Conditions.

Cyber threat: refers to any circumstance or event that may adversely impact, compromise, damage or disrupt the Customer's Systems (as defined below) or that may result in access to, acquisition, loss, misuse, unauthorised destruction, disclosure and/or modification of the Customer's systems, including through malware, hacking or similar attacks.

Documentation: refers to the manual and any other medium, in any format, which describes the Software's features and the procedures or instructions relating to its installation and/or use, as made available to the Customer according to the terms set out in the Offer. Any translation of the

Documentation into a language other than that in which it is provided by the Company shall result in a quote subject to the Customer's agreement.

Intellectual Property Rights: refers to all rights, of any kind whatsoever, existing under any law, regulation, ordinance, treaty, convention, or other basis, including but not limited to all rights relating to patents, utility models, all moral rights, copyrights and related rights, rights relating to trademarks and trade presentations, rights relating to integrated circuit topographies, domain names, models, software, databases, confidential information (including, but not limited to, all rights relating to know-how and business secrets), and all other intellectual property rights, whether registered or not, including, but not limited to, the corresponding applications and renewals, as well as all rights and forms of protection of equivalent or similar effect, recognised by the laws of each country or territory, worldwide.

Editor: refers to, depending on the Software covered by the Licence, (i) the Company, for the Software for which it is the holder of the Intellectual Property Rights relating thereto, or (ii) the third party holder of the Intellectual Property Rights relating to the Software for which the Company has received the right to grant any Customer any Licences to use the Software under the terms and conditions defined in the End User Licence Agreement.

Environment: refers to the computer environment in which the Customer uses the Software, including the computer hardware designated by a serial number and consisting of any type of terminal (PCs, CPUs, phones, tablets, etc.), and their peripherals or accessories including, where applicable, the network managing the Customer's information exchanges.

Training: refers to the training services on the use of the Software as defined in the Offer and in these General Terms and Conditions, provided by the Company or its sub-contractors subject to the Customer entering into a Services Agreement.

Licence: refers to the right to install and use the Software, granted to the Customer according to the terms of the Agreement and subject to the provisions of the End User Licence Agreement.

Software: refers to a standard software or set of standard software designed by the Editor and which includes its Protection System and Documentation. The Software, indicated on the Delivery Note, is made available to the Customer in the form of an object code, either by sending physical media to be installed, or by sending a usage code after the Customer has downloaded the Software. Third party vendor software and corresponding user manuals and documentation are governed by the third-party vendor's licencing provisions and are excluded from this Software definition.

Hardware: refers to the computer products or hardware that are, where applicable, provided by the Company to the Customer for the purpose of facilitating Software use by the Customer.

Corrective Maintenance: refers to the services and actions intended to correct a Software Bug and provide a functioning Software in accordance with the Documentation.

Upgrade Maintenance: refers to the services and actions involved in revising, improving and delivering New Version (Major Releases) of the Software and its Documentation.

Update (or Minor Release): refers to a partial or full release of the Software including either Bug fixes or minor feature enhancements. Each Minor Release is identified by specific numbering.

New Version (or Major Release): refers to a complete version of the Software incorporating new features. Each Major Release is identified by specific numbering.

Workaround: refers to a replacement operation making it possible to override or work around a Bug, without necessarily eliminating or correcting it, while maintaining the full functionality of the Software.

Maintenance Services: refers to the various User Support, Corrective and Upgrade Maintenance operations that the Company may perform to ensure that the Customer and its End Users can exercise their right to use the Software granted under the licence, subject to the Customer entering into a Subscription Agreement or a Maintenance Agreement. Maintenance Services include the provision of Updates and New Releases of the Software.

Non-Recurring Services: refers to all services other than Maintenance Services, such as Training services, as well as all services required to customise the Software to meet specific Customer or development needs based on specifications agreed between the Customer and the Company, provided by the Company to the Customer under a Services Agreement.

Sites: refers to the address(es) provided by the Customer as being the location(s) where the Software is to be used under the Licence.

Protection system: refers to any means, in physical or dematerialised form, such as a code or key, aimed at protecting the integrity of the source code of the Software, its Updates and New Releases.

End user: refers to any individual who is employed by or acting under the control of the Customer who is authorised by the Customer to use the Software and who has completed the required training approved by the Editor for this purpose. The Customer is responsible for compliance with these General Terms and Conditions and the End User Licence Agreement by all End Users.

Article 3: licences, maintenance services, non-recurring services and associated agreements

3.1   Licences

Intellectual property

All Intellectual Property Rights to the Software, any upgrade to or correction of the Software (including its Updates and New Versions), its Documentation, the Training Manual and, more generally, any document provided by the Company, shall remain the exclusive property of the Company and/or the Editor. With the sole exception of copies specifically authorised under the terms of the End User Licence Agreement, any copying of all or part of the aforementioned elements is strictly prohibited and may be subject to civil and/or criminal prosecution. The Customer shall not file or register, nor seek to file or register, any property rights to the Software, its Documentation, Updates and New Versions, the Training Manual and, more generally, any document provided by the Company, in any form or in any country.

Granting of Licences

The Software is the subject of a Licence granted to the Customer, the Software is not sold. The Licence is granted to the Customer under the conditions set down in the Agreement and subject to

the provisions of the End User Licence Agreement, without any right to sub-license or transfer said Licence and to the exclusion of any other rights relating to the Software. The End User Licence Agreement shall form an integral part of the Offer and the Agreement: in the event of any contradiction between the two documents, the End User Licence Agreement shall prevail over these General Terms and Conditions of Sale with regard to the provisions concerning the use of the Software, its Documentation, Updates and New Versions and corresponding Intellectual Property Rights.

Depending on the terms of the Agreement, the Licence shall be granted for an unlimited or limited period.

Under an <u>unlimited duration</u> Software Licence, the Customer may also enter into a Maintenance Agreement with the Company enabling it, in exchange for payment of the price of the said services, to benefit from the Maintenance Services described in these General Terms and Conditions. The terms and conditions of the Maintenance Agreement are described below.

Failing renewal, on its expiry date, of the Maintenance Agreement initially entered into, the Customer shall continue to benefit from the Licence but shall cease to benefit from the Maintenance Services from the expiry date of the non-renewed Maintenance Agreement; the Customer shall therefore no longer receive Updates and New Releases of the Software. However, if the Customer wishes to continue to receive Software Updates, these shall be billed to it by the Editor based on the prices applied by the Company on the date in question.

Under a <u>limited duration</u> Software Licence, the Licence is included in the Subscription Agreement*:* the Customer must enter into a Subscription Agreement in order to benefit, for a fee, from the Licence and Maintenance Services under the terms set down in these General Terms and Conditions. The terms and conditions of the Subscription Agreement are described below.

Failing renewal of the Subscription Agreement in effect and as of the expiry date of the non-renewed Subscription Agreement, the Customer loses the right to use the Software and to have recourse to Maintenance Services; accordingly, the Customer shall no longer receive Updates and New Releases of the Software.

3.2   Different types of services

3.2.1 Maintenance Services

Maintenance Services shall be provided to the Customer either under a Maintenance Agreement or a Subscription Agreement.

Scope of Maintenance Services

The Company provides three and only three types of Maintenance Services:

- <u>User support for the Software</u>

User Support for the Software is solely intended to assist End Users in using the Software in accordance with its Documentation. The Company provides this service based on the information communicated to it by End Users or the Customer. The Software User Support team will analyse the

question asked by the End User who contacts it and will endeavour to reply as soon as possible. The Company's sole obligation within this context is one of means.

Under no circumstances can the Company be held liable to the Customer in the event of incorrect, incomplete or inaccurate information provided by End Users, in the event of incorrect handling by the Customer or its End Users and/or in the event of a misunderstanding by End Users of the recommendations made by the Software User Support service.

Software User Support is available to End Users by telephone or email, during working hours, using the Company's contact details and following the intervention procedures described in the Maintenance Agreement or Subscription Agreement applicable to the Customer.

The Company reserves the right to change the hours and contact details of its Software User Support service, subject to informing the Customer in advance, by any means.

The End User must implement the Software User Support service's recommendations such as made by the Company.

Under no circumstances shall this Software User Support service be a substitute for the Training required for Users to use the Software and which shall form the subject of an additional service. The Company's Support service reserves the right to refuse to answer questions concerning topics covered in the training programmes.

The provision of Software User Support does not constitute a Corrective Maintenance service for the Software as such.

- <u>Corrective Maintenance</u>

The Company's Corrective Maintenance services shall be limited to a shared processing of Bugs and shall exclude any individual intervention. Under Corrective Maintenance services, the Company shall endeavour to correct the Software's features that are the root cause of the Bug.

Software User Support is available to End Users by telephone or email, during working hours, using the Company's contact details and following the intervention procedures described in the Maintenance Agreement or Subscription Agreement applicable to the Customer. At the same time, the Company may ask the Customer and its End Users to provide it with the information that the Company deems reasonably necessary for the understanding and/or correction of the Bug reported by the Customer.

Only Bugs that are reproducible and duly documented by the Customer will be processed by the Company.

Pending a solution to address the Bug reported by the End User, the Company may, wherever possible, provide the End User with a temporary solution consisting of a Workaround.

The Company reserves the right to correct Bugs in the forthcoming Update.

- <u>Upgrade Maintenance</u>

The Company may also provide Updates or New Versions of the Software.

If necessary, in the event of a hotline or other remote procedures being insufficient, the Customer may call for on-Site support under the terms set down by the Company at the Customer's request in the event that such conditions are not already set down in the Maintenance Agreement or Subscription Agreement applicable to the Customer.

Exclusions

The following services are not provided under Maintenance Services:

- End User training,
- any specific development, integration work, production of diagrams or other documents requested by the Customer,
- maintenance of the Environment, software or databases of third parties for which it is the Customer's responsibility to take out the necessary Agreements with the third parties concerned.

Any services not specifically provided for herein shall form the subject of a separate quote submitted to the Customer by the Company.

The Company shall only be required to provide the services set out in this document, insofar as the Software is used appropriately and in accordance with its Documentation. As a result, no service shall be provided by the Company in the following situations:

- change of Site without the prior written consent of the Company,
- substantial modification to the hardware configuration and addition of any software not compatible with the basic software associated with the Environment in which the Software is used,
- modification of the Software without prior agreement of the Company,
- contact person who does not have the required knowledge,
- non-compliance by the Customer with any specific obligations established contractually between the Parties.

3.2.2   Non-Recurring Services

Non-Recurring Services will be performed by the Company on the basis of the corresponding Offer and subject to an agreement with the Customer on the Special Terms and Conditions applicable to the service concerned.

With regard to Training services:

The Company offers training sessions (Approval No. 73.31.0345.931) for its Software on its premises or on site as well as remote training courses. The performance of the Training services shall be subject to the Customer and Company entering into a Services Agreement in lieu of a training

agreement. Training session dates may be changed depending on the number of participants and with the Company's agreement. If the Company considers, according to its own criteria, that the number of participants in a Training session is not sufficient, the Company reserves the right to cancel it by giving written notice to the Customer no later than five (5) calendar days before the start of said session in the case of an On-site Training session or seventy-two (72) hours in the case of a Remote Training course, without any obligation to indemnify the Customer.

- If the Customer cancels a training session, it shall inform the Company of the cancellation in writing. The Company shall then charge the Customer an indemnity excluding tax equal to:

– fifty per cent (50%) of the total amount excluding tax of the Training session scheduled, if the cancellation notification is received by the Company no later than eight (8) days prior to the scheduled training session date, or

– the total amount excluding tax of the scheduled Training session if the cancellation notification is received by the Company less than eight (8) calendar days prior to the scheduled training session date.

- When the cost of the Training for the Customer's representative(s) is financed by a third-party training organisation, the financing of the Training by this organisation, in lieu of the Customer, is subject to the Customer forwarding to the Company the agreement from the said organization to bear the costs of the Training and this at the time the Customer registers for the Training session in question or at the latest on the date of said session. If no such funding agreement is provided to the Company within the time period set, the Company shall invoice the Customer directly for the cost of the Training and it shall be incumbent on the Customer to request reimbursement from said funding body by producing the training Agreement, corresponding invoice and the attendance sheet of the Customer's representative(s) at the said Training session.

3.3 Term and renewal of the Agreements

3.3.1 Term

Unless otherwise stipulated in the Special Terms and Conditions, any Subscription Agreement and any Maintenance Agreement shall be entered into for an initial term set down in the Agreement between twelve (12) months and a multiple of twelve (12) months and said Agreement shall enter into force on the date the Software is delivered.

For any Services Agreement, the initial term and date of entry into force shall be agreed on a case-by-case basis between the Parties depending on the nature of the Non-Recurring Services concerned by said Agreement.

3.3.2 Renewal of the Agreements

Tacit renewal

Unless otherwise provided for in the Special Terms and Conditions, any Subscription or Maintenance Agreement shall be renewed by tacit agreement for successive periods of twelve (12) months each in the absence of notice of non-renewal sent to the Company by the Customer by registered letter with acknowledgement of receipt no later than ninety (90) calendar days before the expiry of the

current contractual term. The pricing conditions applicable for the period preceding renewal shall apply to the Services Agreement for the new renewal period, it being specified that this price will be increased, in the conditions set down in these General Terms and Conditions, by the amount of the change in the latest Syntec index known on the date of renewal.

In the event that the Customer provides notice of its intention to not renew the Subscription Agreement or Maintenance Agreement pursuant to the above provisions:

- each of the Parties remains bound to perform said Agreement until the expiry date of its current term, i.e. the end of its initial term for an Agreement that has not already been renewed, or the end of its current renewal period for an Agreement that has already been renewed; and
- the relevant Agreement shall expire on the expiry date of its current contractual term; and
- non-renewal of the Agreement concerned will have the same effects and consequences between the Parties as those set out in Articles 11.5 and 11.6 of these General Terms and Conditions relating to the termination of a Subscription Agreement or a Maintenance Agreement.

The foregoing provisions may apply on a case-by-case basis to Service Agreements to which the Parties agree to apply a tacit renewal mechanism.

Renewal

Unless otherwise provided for in the Special Terms and Conditions, any Service Agreement to which the Parties have not agreed to apply a tacit renewal mechanism shall be renewed at the end of its initial term for a new period defined by mutual agreement between the Parties, taking into account in particular the nature of the Non-Recurring Services covered by the said Agreement and the needs of the Parties. The Parties' decision to renew the Services Agreement, its renewal term and any other performance conditions applicable from the renewal date shall be the subject of a written agreement signed between the Parties by any means they deem sufficient.

If no renewal is agreed between the Parties at the end of the initial term, the Services Agreement shall expire: the Company shall cease to provide the Non-Recurring Services concerned by the Services Agreement and the Customer shall be required to pay to the Company on their due date any amounts remaining due under the Services Agreement until its expiry date.

Article 4: Delivery and acceptance

The Software, Documentation, Updates and New Versions shall be delivered in the form of physical media or by download.

When available for download, the Software, Documentation, Updates and New Versions shall be made available to any Customer in the Customer space in the Company's IT systems. To access these resources and before placing any order with the Company, the Customer will first create an account on the website below:

http://www.ige-xao.fr/fr/aire-client/se-connecter-creer-un-compte

The Customer shall log in using their email address and the Licence number on the purchase order or any other document setting out the details of the Licence sent specifically to the Customer by the Company.

Any delivery of the Software, its Documentation, Updates and New Versions shall form the subject of a Delivery Note certifying delivery in due and proper form of their physical media to the Customer at the address of the Site identified by the Customer on the purchase order, or their download by the Customer.

In the event that the Software, its Documentation, its Updates or New Versions are delivered on physical media, as well as for Hardware deliveries, the place of delivery will be defined in the Offer and the purchase order(s) on the basis of which the Agreement is formed. In the event that the place of delivery is located outside France, the Offer and corresponding purchase order(s) shall indicate the applicable Incoterm (Incoterms® CCI 2020).

On delivery of the Software and/or Hardware, the Customer shall check its general condition, including any visible damage or defects as well as any missing items in relation to the items ordered. No Software and/or Hardware may be returned without the Company's prior agreement. Return costs shall be borne by the Customer unless otherwise agreed between the Parties. All reservations expressed on delivery of the Software and/or the Hardware due to loss or damage shall be sent directly to the carriers by recorded delivery with advice of receipt within three (3) days of delivery date, with a copy being sent to the Company.

In the case of sale of Hardware, transfer of ownership of the Hardware from the Company to the Customer shall occur on actual payment of all sums due by the Customer in accordance with these General Terms and Conditions. Automatically and without issuing prior formal notice, the Company may, as soon as a payment incident occurs, require the return of the Hardware delivered, at the risk and expense of the defaulting Customer.

The risks of loss and damage to the Hardware shall be transferred to the Customer on the date of its delivery in accordance with the ICC Incoterms 2020 defined in these General Terms and Conditions.

The Software shall be installed by the Customer. However, the Company may assist the Customer in installing the Software according to the technical and financial terms to be agreed with the Company.

All testing of the Software on the Customer's Environment shall be conducted under the exclusive control of the Customer, which shall assume all associated risks.

Article 5: Time limits and penalties

Unless otherwise provided for in the Special Terms and Conditions, the delivery deadlines for the Software and Hardware, as well as the deadlines for the performance of Maintenance Services or Non-Recurring Services, as set down in the relevant Agreement, are indicative and the Company may not be held liable, nor may any penalty be claimed from it, in the event of a delay.

Article 6: Obligations of the parties

6.1   Obligations of the company

The Company shall fulfil its contractual obligations with the greatest diligence in line with industry practices and in accordance with the applicable regulations.

However, the Company's sole obligation is to make its best endeavours with respect to performance of the Agreement.

Tests

If possible and feasible, the Company shall make reasonable efforts, outside of any solicitation from the Customer, to run tests to attempt to identify in advance any vulnerabilities in the Software. However, such preventive services provided by the Company as part of its Software monitoring process, should not deter the Customer from carrying out its own preventive operations.

Updates/New Versions

As part of the Maintenance Services, the Company shall provide the Customer with an Update and/or New Version of the Software at least once every twenty-four (24) months. This Update or New Version of the Software shall be installed by the Customer, under its sole responsibility, in line with the recommendations made by the Company.

The Company's possible Support in the Customer's installation of an Update and/or a New Version shall form the subject of a separate service invoiced to the Customer following a quote issued by the Company.

Sub-contracting

The Company reserves the right to use the services of a sub-contractor of its choice, under its full responsibility, to perform its obligations under this Agreement.

6.2   Obligations of the Customer

Operating environment

During work performed by the Company's as part of the Maintenance Services, the Customer shall remain responsible for the Environment, the Software and the Hardware.

The Customer shall not undertake any operation which would directly or indirectly block or slow down Maintenance Services without first informing the Company.

The Customer shall also:

- provide the Company with the names of the End Users authorised by the Customer to contact the Company's Maintenance Services teams,
- provide the said Company's teams with free access to the Software.

Provision of means

The Customer shall provide the Company with:

- all information and materials that may help it understand the problem, including any magnetic or digital media or any other materials requested by the Company,
- backups of operating environments and software installed in the Environment,
- an Internet connection providing access to any Updates to the Software concerned.

Duty to inform

The Customer is required to inform the Company of any changes to the configuration of its Environment that could impact Maintenance Services.

Data protection

The Customer shall, prior to any intervention by the Company, and prior to any modification to its IT system and/or its Environment, perform the procedures required to back up data, files and programs to prevent any loss, destruction or alteration of its data. The Customer is informed that it alone is responsible for backing up its data.

The Company disclaims any liability for loss, alteration or destruction of the Customer's data, files or programmes due to the use of the Software and/or the Maintenance Services.

Cyber security of the Customer's systems

The Customer shall be solely responsible for implementation and maintenance of the complete security programme that contains reasonable and appropriate security measures and safeguards as determined by the Customer as necessary or required by the Customer's own systems or in the Customer's industry ('Security Programme'), to protect, against any Cyber threat, its computer network, its systems, its machines and its data, including the Environment, hereinafter collectively referred to as the "Customer's Systems" in which or with which it operates the Software and, where applicable, the Hardware supplied by the Company.

The Customer is advised to have qualified and experienced personnel with appropriate cyber security expertise to maintain the Customer's Security Programme.

In addition to the aforementioned obligations, the Customer, as a minimum, shall:

(a) Promptly update or correct its Systems or implement other appropriate measures based on any reported Cyber-Threat and in accordance with any notification or security note from the Company in the event that a notification or security note will be provided to the Customer in relation to the systems and environments with which the Software and, where applicable, the Hardware are recommended to be used;

(b) comply with the recommendations for best cyber security practices that may be recommended by the Company and in any case that comply with industry standards in force at the time.

Identification of vulnerabilities or Cyber threats

If the Customer identifies or becomes aware of any vulnerability(ies) or Cyber Threat(s) related to the Software, it shall promptly notify the Company in writing and provide the Company with all

information reasonably requested regarding such vulnerabilities or Cyber Threats (hereinafter collectively referred to as "Comments").

The Company shall have a non-exclusive, perpetual and irrevocable right to use, display, reproduce, modify and distribute all or part of the Comments (including any information of a confidential or proprietary nature contained in the Comments) in order to analyse such Comments; the Company shall use its best endeavours to modify its relevant Software, as the Company deems necessary and to the extent possible, to mitigate the impact of the vulnerability or cyber-threat reported in the relevant Software, in any manner whatsoever, without restrictions and without any obligation of attribution or compensation to the benefit of the Customer, provided, however, that the Company does not publicly disclose the Customer's name in connection with the Comment or its use by the Company, unless otherwise agreed by the Customer. By submitting these comments, the Customer represents and warrants to the Company that it holds all the necessary rights over these Comments and all information contained therein, including to grant the above-mentioned rights to the Company, and that these Comments do not infringe any property rights or any other rights of third parties or contain any unlawful information.

Installation and implementation of Updates and New Versions

Within the time frame defined by the Company or agreed with the Customer, the Customer shall install and implement any Update or New Version provided under a Subscription Agreement or a Maintenance Agreement as soon as they are made available by the Company in accordance with the Software Documentation and the Company's installation instructions. The Customer understands that failure to install Updates or New Versions may result in the Software or Customer's Systems being vulnerable to Cyber threats or result in impairing the functionality of the Software; the Company shall not be liable for any loss or damage that may result from this.

Article 7: prices – billing and revision

7.1   Prices

The prices applicable, where appropriate in the form of royalties, to the Licences and Maintenance Agreements for an unlimited duration Licence, or to the Subscription Agreements for a limited duration Licence, as well as the prices of Non-Recurring Services and Hardware, are stated in euros and are defined in the Offer and purchase order(s) on the basis of which the corresponding Agreement is entered into; these prices are firm and final, subject to their revision in accordance with these General Terms and Conditions.

Prices are exclusive of tax. Value added tax and any other applicable duties and taxes shall also be paid by the Customer at the rates in effect on the invoice date.

When the Software is provided with a digital Protection System, such as an activation key, the price invoiced under the Licence shall be applicable to one (1) activation of the Software; a second activation request shall result in an additional invoice for an amount equal to twenty per cent (20%) of the Licence price according to the prices in force on the date in question. The Customer shall also provide a sworn statement justifying the need for this second activation.

The Company's price lists and the conditions for the application of any discounts, rebates and reductions on prices are set out in the Company's Catalogue and do not include the subscription fees for any service related to the Customer's access to and use of the Internet and telecommunication networks.

In the event of a discount, rebate or reduction, the amount shall be determined in the Offer or agreed in writing between the Parties on the date of entering into the Agreement or during the Agreement period.

The Company's price lists applicable to Licences (whether of limited or unlimited duration) and Maintenance Services are drawn up based on the options for the type of use of the Software; these options are defined in the Catalogue and relate either to the geographical scope of use of the Software (such as the 'International' option) or to the type of access to the Software from a fixed station or a server.

In the case of the option for extended use of the Software:

The Customer benefiting from at least one (1) Software Licence purchased for a limited or unlimited period of time may, if they so wish, opt, at any time during the Agreement, for a broader type of use option than that purchased under the initial purchase order. In this case, the addition of such an option shall be subject to additional invoicing applied on top of the following amounts owed by the Customer:

- the amount due under the Licence and the associated Maintenance Agreement when a Maintenance Agreement has been entered into, under an unlimited duration Licence,
- the amount due under the Subscription Agreement under a limited duration Licence.

The additional amount due for an extended use option shall be invoiced to the Customer on receipt by the Company of the corresponding purchase order, according to the following terms:

- In the case of an unlimited duration Licence without a Maintenance Agreement, the additional amount shall be invoiced in full on the date of issue by the Company of access to extended use of the Software; this access shall be issued by delivery of the Protection System in the corresponding Delivery Note;
- In the case of an unlimited duration Licence with a Maintenance Agreement, the additional amount shall be invoiced in proportion to the outstanding term of the Maintenance Agreement until the end of the current contractual period;
- In the case of a Subscription Agreement, the additional amount shall be invoiced in proportion to the outstanding term of the Subscription Agreement until the end of the current contractual period.

In the case of the option for limited use of the Software:

The Customer, benefiting from at least one (1) Software Licence, either purchased for an unlimited duration with a Maintenance Agreement, or purchased for a limited duration under a Subscription Agreement, may, if they so wish, opt for a more limited use of the Software than that purchased under the initial purchase order.

The Customer may express its choice for limited use of the Software at any time during the current contractual period of the Maintenance Agreement or the Subscription Agreement; for this purpose, it shall send a specific request in writing to the Company. The Customer's choice of limited use of the Software shall result in a reduction in the amount owed by the Customer under the Maintenance Agreement or the Subscription Agreement. Limited use of the Software shall be implemented on the date of renewal of the Maintenance Agreement or the Subscription Agreement, and the reduced amount of the Maintenance Agreement or Subscription Agreement shall apply from this renewal date.

7.2   Invoicing terms

Invoicing of the Licence of unlimited duration

The fee for an unlimited duration Licence shall be invoiced in a single instalment for its entire amount, on the date of delivery of access to the Licence; this access shall be delivered by providing the Protection System in the corresponding Delivery Note.

Invoicing of Subscription, Maintenance and Services Agreements

The price applicable to the Maintenance Agreement shall be billed at the frequency set down in the Offer. On acceptance of the Offer by the Customer, the invoicing frequency defined by the Company shall be deemed accepted between the Parties and applicable to the said Agreement.

The invoicing frequency agreed between the Parties under the provisions above shall be indicated on the purchase order corresponding to the Agreement concerned.

In the event of a specific request from the Customer, accepted by the Company, that the Company apply an invoicing frequency different to the frequency defined in the Offer and if this results in additional administrative costs for the Company to process invoicing, the Company reserves the right to invoice all or part of said administrative costs in addition to the price applicable to the Maintenance Agreement; these costs shall then be notified to the Customer when the Company replies to this request from the Customer and in any case before issue by the Company of the corresponding invoices.

Invoicing of Training

The price of Training, stated on the corresponding purchase order, shall be invoiced on completion of the Training session provided by the Company to the Customer, and after the Customer's participants have signed the attendance sheet, unless agreed otherwise between the Parties.

Invoicing of all other services

Any service other than those indicated in these General Terms and Conditions, provided by the Company in accordance with an order from the Customer accepted by the Company, shall be the subject of invoicing and specific payment according to the Company's terms and conditions applicable to the type of services concerned on the date of acceptance by the Company of the said order.

Travel expenses

Travel and accommodation expenses incurred by the Company in connection with Maintenance Services, Non-Recurring Services or any Additional Service ordered by the Customer shall be reimbursed by the Customer on presentation by the Company of receipts for the actual expenses incurred.

7.3   Terms of revision of prices

Unless otherwise agreed between the Parties under the Agreement or unless another index is agreed between the Parties in the Special Terms and Conditions, the prices applicable to Subscription Agreements, Maintenance Agreements and Services Agreements, where applicable in the form of royalties, shall be automatically revised on the date of renewal, according to changes to the SYNTEC index, by applying the following indexation formula:

$P1 = P0 \times (S1/S0)$

$P1$ = Revised price

$P0$ = Last price invoiced to the Customer (before revision)

$S1$ = Last Syntec index posted on www.syntec.fr

$S0$ = Last Syntec index posted on this website on the most recent date of invoicing of the price under review.

If the Syntec index does not change or if the Syntec index falls in relation to the last invoicing period, the price due under the Subscription, Maintenance or Services Agreement concerned shall remain at the same amount as that applicable at the end of the last invoicing period.

In the event of the Syntec index ceasing to be published, the Parties agree to jointly choose a new price revision index.

Article 8: Terms of payment – late payment

Each of the amounts due under the Agreement shall be payable within thirty (30) calendar days of the invoice date, unless otherwise agreed in writing between the Parties and indicated on the invoice.

Unless agreed otherwise between the Parties, no discount, rebate or reduction shall be granted in the event of early payment by the Customer.

Payment to the Company shall be made by bank transfer or cheque. Payment shall be deemed to have been made on the date on which the Company receives the sums in the form of funds available in the bank account indicated on the invoice sent to the Customer.

Once issued by Customer, an order for a Licence and/or Maintenance Services may not be cancelled, and the sums paid by Customer under said order shall not be refundable, unless expressly agreed in writing between the Parties.

If the Customer fails to pay any of the invoices issued under the Agreement on the due date, the Company may, after written notification to the Customer, suspend performance of its own obligations under the Agreement until full payment of the sums due.

In the event of late payment:

– the Customer shall be required to pay the Company a late payment penalty calculated by applying, to the amounts due, interest equal to one per cent (1%) per month of delay and, in any event, at least equal to three (3) times the statutory interest rate applicable in France on the date in question; and

– the Customer shall be required, for each invoice, to pay fixed compensation for recovery costs of forty (40) euros, in accordance with the applicable mandatory statutory provisions.

However, if the recovery costs actually incurred by the Company exceed the flat-rate amount referred to above, the Company reserves the right to claim an additional payment from the Customer with respect to this; and

– the Company is entitled to automatically terminate the Agreement in accordance with the provisions in these General Terms and Conditions.

The above provisions shall apply without prejudice to any other damages which the Company may claim under the Agreement or applicable law.

Article 9: Warranty – Liability

The Software concerned by the Licence granted to the Customer is provided "as is". The Customer shall assume all risks related to its use or non-use. The Company shall not grant the Customer any guarantee, specified or implied, other than those specifically set down in these General Terms and Conditions.

While the Company shall endeavour to keep the Software free of viruses or other contamination, such as those due to risks inherent in telecommunication networks and the internet, the Company cannot guarantee that the Software shall be free from vulnerabilities or Cyber threats or protected from all viruses or other contamination factors that may threaten the security or integrity of the Software and the data processed by the Software.

The Customer shall be unable to use the Company's professional capacity as a reason to evade its own responsibilities arising from its obligations under these General Terms and Conditions. It shall be solely liable for use and management of the Software, in particular as regards controlling its operation and making provision for data security and backup procedures in the event of a breakdown or malfunction of the Environment, the Hardware and/or the Software.

The Software shall be used by the Customer in accordance with the Company's technical instructions and recommendations for use. Failing this, the Company shall be immediately, and without any other condition, released from any liability for loss of any kind arising out of non-compliant use of the Software by the Licensee or any person acting on its behalf.

In any event, and to the extent permitted by law, the Company's liability shall not exceed fifty per cent (50%) of the sums paid by the Customer over the last twelve (12) months in consideration of the Software Licence.

The Company shall not be held liable to remedy any indirect and/or consequential loss, such as the loss or deterioration of information, programmes, files or databases, loss of earnings, commercial or financial loss, an increase in overheads or the consequences of proceedings initiated by a third-party, resulting from the use or failure to use the Software by the Customer or the provisions of these General Terms and Conditions, notwithstanding the foreseeable nature of such losses.

It is also the Customer's responsibility to take out all insurance coverage required to offset the consequences of theft or destruction of the Software and/or its Documentation.

During any intervention under the Maintenance Services, the Customer shall remain the custodian of the Environment, Software, Hardware and information, programmes, files or databases which it may be required to use for the purpose of implementing said services.

Any proceedings initiated against the Company pursuant to this document shall be time-barred one (1) year after the date of the event on which these proceedings are based.

In the event of loss or theft of the Software, and subject to the scope of the Licence and the applicable terms and conditions of the Maintenance Services agreed between the Customer and the Company, the Customer wishing to continue using the Software may be required to acquire a new Software Licence at the rate in force on the day of the loss or theft.

Article 10: Cooperation between the parties

The Parties are informed that their business relationship under the Agreement requires active cooperation between the two Parties. These General Terms and Conditions provide as follows in order to achieve this goal:

- the appointment by the Customer of a competent contact person who shall represent it with the Company.
- the provision by the Customer to the Company of all documents and information required to understand and address the problem at hand.

If a problem arises during their relationship under the Agreement, the cooperation requirement between the Parties requires them to promptly alert and consult each other in order to quickly put the best solution in place.

Article 11: performance, suspension and termination

11.1   Any change to the Agreement, and in particular its price, scope and/or conditions of performance, whether in the course of its current performance or resulting from a dispute relating to its performance or non-performance, must be subject to the prior written agreement of the Company and the Customer, by way of an amendment to the Agreement.

11.2   Each Party may only avail itself of the plea of non-performance and may only suspend performance of its obligations under the Agreement if the other Party has not performed its own

obligations and that these are due. In the event of non-performance, the Parties may not, under any circumstances, have a third party perform the obligations of the defaulting Party under the Agreement.

11.3 In case of (i) suspension, cancellation, extension or postponement of all or part of the performance of all or part of the purpose of the Agreement by the Customer through no fault of the Company, or in the event of (ii) early termination by the Customer through no fault of the Company:

– of any Subscription Agreement or any Maintenance Agreement, or any Services Agreement subject to a tacit renewal mechanism, where such termination occurs before the expiry date of the current contractual term and with complying with the applicable non-renewal notice period, or

– any other Services Agreement before the end of its initial term or its current renewal period,

the following consequences will apply:

1. a) in the cases indicated in paragraph (i) above, the time periods for performance of the Agreement shall be adjusted accordingly and if the performance of the Agreement is suspended by the Customer pursuant to the foregoing provisions for more than ninety (90) calendar days, then the Company shall be entitled to terminate the Agreement and be compensated for the costs referred to in paragraph c) below, without prejudice to its right to claim further damages from the Customer;
2. b) in the cases indicated in paragraph (ii) above, all sums payable under the Subscription Agreement, the Maintenance Agreement or the Services Agreement for the entire duration of the current Agreement in force shall immediately fall due and the Customer must pay them to the Company, according to the contractual terms of payment, as if the said Agreement had not been terminated by the Customer. Any sums already paid by the Customer, in particular under an unlimited duration Licence taken out without a Maintenance Agreement, shall be kept by the Company and shall not be reimbursed to the Customer; and
3. c) all costs and expenses that the Company will have incurred as a result of any of the cases set out in paragraphs (i) and (ii) above, will be reimbursed in full by the Customer upon presentation of the corresponding invoices. Costs withheld under this provision shall include but are not limited to, labour costs, insurance costs, bank charges for extension of the period of validity of any bank guarantees issued by the Company, its Affiliates or its/their sub-contractors as well as, in general, all costs resulting from an extension of the Agreement performance period or premature termination of the Agreement for which the Company is not at fault.

11.4 Without prejudice to the cases of termination of the Licence defined in the End User Licence Agreement, the Agreement may be terminated unilaterally and as of right by either Party, without prejudice, for the terminating Party, to the right to claim damages from the other Party, if the other Party fails to fulfil one of its essential obligations under the Agreement and has not remedied this failure within fifteen (15) calendar days of receipt of a formal notice sent by recorded delivery with advice of receipt notifying the defaulting Party of its default. In particular, the following shall be considered a contractual breach by the Customer without being exclusive of other cases of breach: failure to fulfil its obligations as provided for in Article 'Obligations of the Customer' of these General Terms and Conditions or non-payment of the sums owed by the Customer under the Agreement.

11.5   In the event of termination of the Agreement by the Company as a result of the Customer in accordance with these General Terms and Conditions, the following consequences shall apply from the effective date of termination of the Agreement:

- if the Customer has taken out an unlimited duration Licence without subscribing to a Maintenance Agreement with the Company, the Customer loses the benefit of the Licence from the effective date of termination of the Agreement; the Licence is automatically terminated on that date;
- if the Customer has taken out an unlimited duration Licence and has subscribed to a Maintenance Agreement with the Company, the Customer shall retain the right to exercise the Software Licence (except when the Licence is terminated pursuant to the End User Licence Agreement) but the Customer shall lose the benefit of the Maintenance Services from the effective date of termination of the Contract. If the Customer wishes to continue to receive Software Updates, these shall be billed to it based on the Company's prices in force on the date in question;
- if the Customer has taken out a Software Licence for a limited duration under a Subscription Agreement with the Company, the Customer shall lose, as from the effective date of termination of the Contract, the benefit of the Software Licence and the benefit of the Maintenance Services without the possibility of continuing to receive Software Updates for any reason. The Licence shall be automatically terminated on that date;
- if the Customer has entered into a Services Agreement with the Company, the Customer loses, as from the effective date of termination of the Contract, the benefit of the Non-Recurring Services concerned by said Agreement; and
- in any of the cases referred to in paragraphs (i) to (iii) above, the Customer shall remain required to pay the Company the amounts due under the Agreement, when they fall due, until the effective date of termination.

11.6   If termination of the Agreement results in termination of the Licence in accordance with these General Terms and Conditions, the Customer shall immediately stop using the Software and shall take the following actions:

- if the Software has been provided to the Customer in physical form, the Customer shall return to the Company the Software, its Documentation and any Updates or New Releases, without retaining any copies;
- if the Software has been provided to the Customer by download, the Customer shall delete the Software, its Documentation and any Updates or New Releases and copies of these, along with any related files and documents, from its computers, hard drives, servers and devices containing them and any other components of the its Environment;
- in all cases, the Customer shall, at the Company's request, provide it with a written certificate certifying that the Customer has carried out the required actions described above in paragraphs (i) or (ii) as applicable; and
- the Company may, at its discretion, implement the technological measures of its choice in order to deactivate the Licence or terminate, in any other way, the possibility for the Customer of using the Software.

Article 12: Export controls

12.1 The Software and its Licence, Documentation, Maintenance Services, Non-Recurring Services, any Additional Services, Hardware, information and any other items provided by the Company under an Agreement, hereinafter collectively referred to as "Deliverables", contain or are likely to

contain components and/or technologies originating in the United States of America (USA), the European Union (EU) and/or other countries.

12.2   The Customer acknowledges and accepts that the Deliverables and the transfer and/or use of the Deliverables under the Agreement must be fully compliant with French, American, European and other applicable national and international export control laws and/or regulations.

12.3   Unless the applicable export licences have been obtained from the competent authority and subject to the approval of the Company, the Deliverables shall not (i) be resold, re-delivered, exported and/or re-exported to any destination or to any party (including but not limited to any person, group and/or legal entity) subject to restrictions under applicable export control laws and/or regulations; nor (ii) be used for the purposes and in the areas covered by restrictions under applicable export control laws and/or regulations. The Customer also agrees that the Deliverables may not be used directly or indirectly in rocket systems or unmanned aerial vehicles, or in vectors for nuclear weapons, and shall not under any circumstances be used in the design, development, manufacture or use of any form of weapon including, in particular, chemical, biological or nuclear weapons.

12.4   If the required or recommended licences, authorisations or approvals are not obtained, whether due to the inaction of a competent governmental authority or otherwise, or if such licence, authorisation or approval is refused or revoked, or if applicable export control laws and/or regulations are likely to prevent the Company from fulfilling any order or incurring, in the Company's opinion, its liability in accordance with applicable export control laws and regulations were the Company to execute the order, the Company shall then be exempt from any obligation arising out of the Agreement.

Article 13: Force majeure – Unforeseeability

The Company shall not be held liable for failure to meet one of its contractual obligations due to the occurrence of a case of force majeure. In addition to those events usually accepted by French case law, the following events shall be specifically considered to be force majeure events, without this list being exhaustive: total or partial strikes within or outside the company of the Party concerned; the elements; earthquakes or other natural disasters; fires, floods; epidemics; the blockage or lack of means of transport or means of obtaining supplies or means of communication. The occurrence of a force majeure event may in no way be claimed by the Customer as grounds for suspending its obligations to pay sums due under the Agreement. If, as a result of a force majeure event, the Company has suspended its contractual obligations beyond a period of three (3) months, then the Agreement shall be automatically terminated, unless otherwise agreed by the Parties.

The Company may request the renegotiation of the price conditions of the Licence, of any Subscription, Maintenance or Services Agreement, or may avail itself of its right to automatically terminate the Licence and/or the said Agreements if unforeseeable difficulties arise during the performance thereof, and when overcoming said difficulties would require the implementation by the Company of resources out of all proportion to the price of the Licence and/or the said Agreements.

Article 14: Non-solicitation of personnel

The Customer undertakes, during the term of the Agreement plus a period of twelve (12) months following expiry or termination thereof, not to hire, or offer to hire, any Company employee assigned

to performing the Agreement, without the Company's prior written consent. In the event of a breach of this provision, the Customer shall pay compensation to the Company equal to the total gross salary paid to the employee in question over the year prior to the employee's departure.

Article 15: non-disclosure

Each of the Parties undertakes to keep strictly confidential any information or document stated to be confidential or that is confidential by nature, regardless of the medium, of which it gains knowledge when negotiating or performing the Agreement or in the course of applying these General Terms And Conditions. This non-disclosure obligation shall apply throughout the Agreement term and for a period of five (5) years following its expiry date.

Article 16: Processing personal data

In the course of performing the Agreement or purchase order, the Company or Customer may be required to process professional contacts and appropriate information relating to employees or representatives of either Party. In doing so, the Company or Customer, in their capacities as data controllers, must comply with the applicable laws and regulations relating to the protection of personal data, including the General Data Protection Regulation (GDPR).

Article 17: assignment

Each of the Parties undertakes not to assign or transfer all or part of the Agreement, whether for consideration or not, without the prior written consent of the other Party. The Agreement may not therefore be assigned or transferred by the Customer to a third party without the Company's prior written consent. Notwithstanding the above, the Company reserves the right to assign, contribute or transfer in any way the Agreement along with the rights and obligations arising therefrom to any of its Affiliates, without the prior consent of the Customer.

Article 18: Other provisions

Amendment to these General Terms and Conditions

Any amendment to these General Terms and Conditions shall apply to purchase orders issued by the Customer and accepted by the Company after the date of publication of the new version of these General Terms and Conditions.

Nullity

Should one of the stipulations in these General Terms and Conditions be deemed to be invalid with respect to a rule of law or a law in force, it shall be deemed not to have been written without, however, the other stipulations being deemed to be invalid and these shall retain their full scope.

Waiver

Unless otherwise specified in these General Terms and Conditions, the fact that one of the Parties has not requested application of any of the provisions, shall in no case be considered as a waiver of the rights of this Party arising from said provision.

Language

These General Terms and Conditions are drawn up in French. In the event of any translation into a foreign language, only the version in French shall be binding on the Parties.

Reference to the Customer

The Company may mention the Customer's company name as one of its customers, for the Company's internal and external purposes.

Absence of joint and several liability

It is expressly stated that no joint and several liability between the Company and its Affiliates, nor of the Affiliates between themselves, may be inferred from the existence of these General Terms and Conditions. The issuance of an Offer and/or the entering into any Agreement by an Affiliate of the Company shall not create any rights in favour of the Customer with respect to the Company and/or any of its Affiliates that are not a party to such Offer or Agreement. The Offer or Agreement only creates rights and obligations between the Customer and the Company or its Affiliate issuing the Offer or entering into the Agreement. The Company shall not be held liable for loss caused by its Affiliates; the same shall apply between the Company's Affiliates.

Article 19: Applicable law

The Offer and the Agreement, along with these General Terms and Conditions, are subject to French law.

Article 20: Courts with jurisdiction

The Parties shall strive to find an out-of-court settlement to any dispute arising directly or indirectly from (i) the interpretation, validity, performance or termination for any reason of the Agreement, (ii) business relationships existing or having existed between the Parties as a result of the Agreement, or (iii) these General Terms and Conditions, whether this dispute is based on the rules of contractual or tort liability, the rules of civil law or any other legal basis. On failure to reach an amicable solution within thirty (30) calendar days of first notification of the dispute by one of the Parties, the dispute shall come under the exclusive jurisdiction of the courts of Toulouse, France, which shall have sole jurisdiction, including in the event of the introduction of third parties, multiple defendants or summary proceedings.