

GENERAL TERMS AND CONDITIONS OF SALE

GENERAL

These General terms and conditions of sale govern Service Provider's business relations with its Clients identified in each commercial proposal (hereinafter the "Client") (hereinafter collectively referred to as the "Parties").

In the event of any contradiction or discrepancy between the provisions of the General terms and conditions of sale and the terms of the commercial proposal, it is understood that the latter shall prevail.

In the event of any inconsistency or conflict between the provisions of these General terms and conditions of Sale and the terms of any prior agreement between the Parties, it is understood that these Terms and Conditions of Sale shall prevail.

It is expressly agreed between the Parties that Client's terms and conditions of purchase shall not apply.

DURATION AND TERMINATION

The commercial proposals are valid for the period indicated in the document or, if unspecified, for a period of 30 days.

These General terms and conditions of sale shall come into force on the date indicated in each commercial proposal for a period of 36 months, automatically renewable for identical periods, unless terminated by one of the Parties by registered letter with acknowledgement of receipt, with a three (3) months' notice before the expiry date of the current period.

These General terms and conditions of sale may be terminated by either Party by operation of law and without judicial intervention, in the event of failure by the other Party to comply with any of its contractual obligations, thirty (30) days after a formal notice to comply by registered letter with acknowledgement of receipt that remained ineffective, without prejudice to any damages it could claim.

In the event of termination of this Agreement, the Client undertakes to cease using and uninstall all of the components of the Solution and to confirm the completion of these actions in writing to the Service Provider.

The Parties acknowledge that the license and the support and maintenance services are useful as they are performed. Consequently, in the event of termination of the Contract, for whatever reason, no reimbursement shall be made to the Client pursuant to the provisions of Article 1229 of the Civil Code.

PROVISION OF THE Solutions AND RELATED SERVICES

1. Grant of a right of use

Subject to full payment of the subscription fees, the Service Provider grants the Client, for the duration of the present General terms conditions of sale, a personal, non-exclusive, non-transferable right to use the solution(s) described in the commercial proposal (hereinafter the "Solution").

This right of use is granted to the Client for its own internal operating needs only, within the limits of the acquired rights.

Any use of the Solutions that does not comply with its purpose as described herein shall constitute an infringement of the Solutions' exploitation rights and therefore an act of infringement.

The right to use the Solutions is limited in terms of the volume of data to be processed over a given period of time and/or the functionalities or application services used and/or the number of sites to be used, as defined in the commercial proposal.

The Service Provider warrants that it has all rights regarding the Solution.

The Service Provider will be entitled to interrupt the service on an exceptional basis for maintenance and/or improvement work, without compensation.

2. Associated services: support and maintenance

The Service Provider may provide the Client, when applicable, with technical support as detailed in the commercial proposal.

3. Provision of new versions

The Client is hereby informed that the version of the Solution subscribed to by the Client as part of the commercial proposal will be maintained by the Service Provider for 18 (eighteen) months from the date of its release on the market. Therefore, on the date of the end of this maintenance period by the Service Provider, the Client agrees to the upgrading of the Solution in accordance with the conditions defined by the Parties under a service contract. Failing this, the Service Provider will automatically apply an initial increase of 20 (twenty) % on the subscription price, and then an increase of 10 (ten) % for each additional year.

LIABILITY

The Parties acknowledge that the provisions of this clause are decisive of their willingness to enter into this agreement and that the price agreed upon reflects the allocation of risk between the Parties and the resulting limitation of liability. The use of the Solutions and any associated services is granted "as is" without warranty of any kind, express or implied, as to its performance or results. The risks inherent in its quality, performance or results rest solely with the Client.

The Service Provider is expressly subject to an obligation of means for the performance of its obligations hereunder.

The Client will in any case remain responsible for its own computer equipment as well as those used for connection with the Service Provider.

The Service Provider undertakes to perform the services entrusted to it with the utmost care. In this respect, the Service Provider will use all the means recognized as necessary, pursuant to the professional standards, to achieve its objectives.

At no time will the Service Provider vouch for the reliability or operation of the telecommunications networks and facilities used. Consequently, the Service Provider will not be held liable for the quality, availability and reliability of the telecommunications networks, of any kind, in the event of data transport or Internet access, even when the Internet access Service Provider is recommended by the Service Provider. The Service Provider will not be held liable for any difficulties in accessing the application services due to network saturation.

The Service Provider will not be held liable, under the present General terms conditions of sale, either to the Client or to third parties, for indirect damages, as defined by French case law and courts (the Parties referring to the provisions of Articles 1231-3 and 1231-4 of the French Civil Code). The Parties hereby agree that the following constitute indirect damages: loss of earnings, increased overhead, loss of business or Clients, as well as any operating loss, loss of profit or any other financial loss resulting from the use or inability to use the application services by the Client.

In any event, whatever the basis of liability, for whatever reason, and provided that a direct loss has been proven, the total amount of damages and compensation owed by the Service Provider to the Client, for all causes and for the entire duration of the present contract, will not exceed the sums paid by the Client as part of the annual subscription fee for the Solution concerned for the year in which the loss giving rise to the right to compensation occurred. The Client shall be solely responsible for the data and information (content, quality, format and compliance with legislation) contained in its service, or disseminated by it, the results of the services, subject of the present General terms conditions of sale, as well as the use made of them, both by it and by third parties. The Client undertakes to limit the extent of its damage in the event of a breach by the other Party. Compensation shall only be paid for damage that could not be avoided.

The Client bears alone the risks and consequences of its service activity. Therefore, the Client is solely responsible for the use of the service as well as for the harmful consequences of its interventions or insufficient training of its staff. The Client must respect the procedures and instructions for use as they are given to him.

Under no circumstances will the Service Provider be held liable for any fault, negligence, omission or failure on the part of the Client, whether due to the transmission of erroneous information or incomplete or inaccurate documents, misuse of equipment or software, failure to follow the advice given, unavailability of its own tools (e.g. payment solutions) / computers, or the failure of the Client to use the equipment: Payment solutions) / computers or of the Client's personnel, failure by the Client to comply with technical prerequisites, force majeure, negligence or omission of a third party over whom the Service Provider has no power of control and supervision.

INTELLECTUAL PROPERTY

In accordance with the provisions of the French Intellectual Property Code, it is hereby noted that the Service Provider holds all intellectual property rights pertaining to the Solution and the accompanying documentation, as well as to all updates, old, current, and future versions thereof, and to all developments or achievements made by the Service Provider. These rights are not transferred to the Client under any circumstances. The Client shall refrain from infringing in any way whatsoever the Service Provider's intellectual property rights in its Solutions. The Client is expressly prohibited from using or employing the

Solution in a manner that is not in accordance with these General terms and conditions of sale.

WARRANTY FOR INFRINGEMENT

In the event of a claim of infringement of an intellectual property right, the Service Provider may, at its option and expense, either (i) replace or modify all or part of the Solution or (ii) obtain for the Client a right of use, provided that the Client has complied with the following conditions:

- The Client must have notified the Service Provider as soon as possible by registered letter with acknowledgement of receipt of the infringement action or the declaration preceding such allegation;
- The Client shall collaborate loyally with the Service Provider by providing it with all the elements, information and assistance necessary to enable the Service Provider to defend its own interests and those of the Client.

The Client shall refrain from settling the dispute alone with the third party alleging infringement.

The Service Provider shall be released from any liability under this Article in the event that the Client does not meet the conditions mentioned above.

The Service Provider shall have no liability for claims based on:

- The use of software or other products not supplied by the Service Provider any addition or modification of the Solution by any person or entity other than the Service Provider;
- The use of an outdated or altered version of the Solution, unless the Service Provider has given its written consent to the use of such version.

In the event that Service Provider cannot reasonably modify, replace or obtain for Client a right of use, the Parties may mutually agree to terminate the contract.

PERSONAL DATA

During their contractual relations, the Parties shall comply with the regulations in force applicable to the processing of personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 applicable as of 25 May 2018 (hereinafter, the "GDPR").

Both Parties undertake to comply with the [Service Provider's Data Protection Agreement](#).

AUDIT

Regarding audits (including on-site audits, documentary audits, pen tests, etc.), the Parties agree to comply with the following conditions.

The Client may, if it so wishes, within the limit of one (1) time per year, carry out, at its own expense, an audit on the Service Provider's premises, directly or through the intermediary of any independent third party not in competition with the Service Provider, in order to ensure compliance with the commitments made by the Service Provider under the Terms and Conditions of sale.

In the event that the Client wishes to call upon a third party to carry out the audit, the latter expressly undertakes to have the said third party sign a confidentiality agreement and to ensure compliance with its terms.

The Client shall give the Service Provider at least forty-five (45) calendar days' notice of any request for an audit operation, the date of the audit and the name of any third party in charge of the audit (hereinafter "Auditor"). Service Provider may refuse the Auditor and the persons appointed to carry out the audit if the Client's proposal reveals a conflict of interest and/or if the Auditor is a competitor of Service Provider. In the event of refusal, the Service Provider shall notify it within eight (8) calendar days following the notification of the audit made by the Client under the conditions defined by this Contract.

The terms and conditions for carrying out the audit shall be the subject of a prior agreement signed by the Parties in which the following conditions shall be included in particular:

- Audit schedule, it being specified here that the audit may only be held on working days and hours
- The participants involved
- The qualities of the Auditor, it being specified here that the Auditor and its participants must be ISO 27 001 certified and/or GDPR compliant
- The terms of communication of the audit report to the Service Provider.

The Service Provider will cooperate in good faith with the Auditor and will provide him with any information or documents or explanations necessary for the performance of the audit. The access procedures will be communicated by

the Service Provider to the Client who will have to respect them. Logical connections to access the Client's data will be made by the Service Provider at the request of the Auditor and, where necessary, in the presence of the Auditor. The Service Provider will pay for the time spent by its staff for the needs of the audit up to a limit of one (1) day per year. Beyond that, each day of auditing will be invoiced to the Client at 3,000 (three thousand) euros excluding VAT.

The audit report shall be sent free of charge to the Service Provider by the auditors or by the Client, within a period of time defined in the audit agreement, so that the Client may formulate, within a period of ten (10) working days following the date of its communication, any observations or objections by registered letter with acknowledgement of receipt addressed to the auditor and the Client. This audit report is confidential.

PRICE AND BILLING

1. Price

The minimum annual subscription fee for access to the Service Provider's platform and the price of any associated services will be indicated in each commercial proposal.

Prices are payable in Euros and exclude all taxes and transport costs.

Taxes will be applied in accordance with the legislation and at the rate in force at the date of invoicing.

The price of the services, including associated services, will be revised annually on each anniversary date according to the upward variation of each of the indices listed below:

- In case of subscription without hosting ("on premise"): on the basis of the SYNTEC index.
- In case of subscription with hosting ("saas"): according to the following indexation formula:

$$Pt = Pt-1 \times (0.15 \times (Ep/Ep-1) + 0.85 \times (Sp/Sp-1))$$

In which:

- Pt-1 = base price or price of the previous revision;
- Pt = price after revision;
- Ep-1 = base ENERGY index or index of the previous revision;
- Ep = ENERGY index of the month of July preceding the revision year.
- Sp-1 = base SYNTEC index or of the previous revision;
- Sp = SYNTEC index for the month of July preceding the revision year.

The ENERGIE index is the index of the cost of medium voltage electricity published by INSEE (MIG NRG - Energy (B05, B06, C19, D35, E36))

The base index used for the revision of costs is the index for the month of July preceding the year in which the present General terms and conditions of sale started.

In the event of the disappearance of one of the two indices, the interlocutors of the Client and the Service Provider shall, within one month, select a new index, and in the event of this being impossible for any reason whatsoever, the President of the Commercial Court of Paris shall be expressly empowered to define an index to be included in the revision formula.

This index shall be chosen in such a way that it is as close as possible to the disappeared index and that it respects the spirit that the Parties intended to define when establishing this revision clause.

2. Invoicing

Invoices are payable, in advance, within thirty (30) days net of the date of the invoice. No discount will be granted for early payment. By express agreement, and unless a deferment is requested in due time and expressly granted in writing by the Service Provider, failure to pay the price on the due date will automatically and without prior notice entail the invoicing of interest due by the sole fact of the arrival of the contractual term, representing three (3) times the legal rate of interest calculated pro rata temporis per period of one (1) month, plus a flat-rate indemnity for collection costs of forty (40) euros. The Service Provider will also be entitled, seven (7) days after formal notice sent by registered letter with acknowledgement of receipt, to suspend the services. In addition, the recovery costs, duly justified, of the sums unpaid by the Client (procedural costs, expenses, disbursements, and lawyers' and bailiff's fees) will constitute an accessory to the Service Provider's claim and will be borne entirely by the Client.

TRANSFER

These General terms and conditions of sale, the commercial proposal, and all the rights and obligations attached thereto may not be assigned without the prior written consent of the Service Provider.

For its part, the Service Provider shall be free to assign or transfer, in whole or in part, its rights and obligations hereunder to (i) all the companies directly or

indirectly controlled by it, or (ii) all the companies directly or indirectly controlled by a company controlling it, or (iii) any third party in the event of a change of control of the Service Provider or of any merger, demerger, or partial contribution of assets.

For the purposes hereof, control is defined in Article L. 233-3 of the French Commercial Code.

SUBCONTRACTING

The Service Provider shall be free to subcontract all or part of the performance of the services but shall remain solely liable to the Client under the conditions set forth herein.

CONFIDENTIALITY

Each of the Parties undertakes to respect the confidentiality of all information and technical or commercial documents originating from or relating to another Party, to which it may have had access during the negotiation or performance of these General Terms and Conditions of Sale. In particular, each of the Parties shall take all necessary measures to ensure the confidentiality of such information and documents with respect to its personnel or any third party to whom such information and documents are essential for the performance of these General Terms and Conditions of Sale.

This obligation of confidentiality shall not apply to any part of the information:

- which has become public knowledge as of the date of its disclosure to the receiving Party, or which would become public knowledge after such date and through no fault of the receiving Party.
- already known to the receiving Party at the time of its communication,
- transmitted to the receiving Party with a written waiver of confidentiality from the sending Party.

Client expressly agrees not to make the technical elements and documentation of the Solution available to third parties, unless expressly authorized by Service Provider, and undertakes to take all necessary steps to ensure that its personnel comply with this obligation. This obligation of confidentiality shall remain in effect after termination or expiration of these General Terms and Conditions of Sale, for a period of three (3) years. The Parties undertake to respect and to ensure that the members of their personnel, corporate officers and subcontractors respect the confidentiality of information of any nature concerning the other Party of which they could only become aware in the context of the conclusion or performance of these General Terms and Conditions of Sale, with the exception of information that has become public knowledge or that they have obtained from third parties by legitimate means, and on the other hand, on the present General terms and conditions of sale, the commercial proposal, its possible annexes and amendments, with the exception of the obligation to report on them to ensure their execution.

CHAPSVISION GROUP

The Service Provider is a company of the Chapsvision Group. As such, the Client recognizes and accepts that :

- the Service Provider has the necessary rights to market the solutions proposed by the subsidiaries of the ChapsVision Group. Therefore, if the Client decides to subscribe to other products of the Chapsvision Group, it will approach the Service Provider for that;
- the Service Provider can call upon other subsidiaries of the ChapsVision Group, which will act on behalf of the Client, as subcontractor of the Service Provider;

The data processed within the framework of the conditions herein may be transferred and/or processed, under the present contract, to other subsidiaries of the ChapsVision Group.

APPLICABLE LAW / JURISDICTION

The present General terms and conditions of sale and the commercial proposals are subject to French law. In the event of a dispute relating to the formation, performance and interpretation of these terms and conditions, the Parties agree to submit, prior to any legal action, to an amicable conciliation procedure between the operational representatives of each of the Parties. To this end, the Parties shall meet within fifteen (15) days following receipt of the registered letter stating the disagreements. If no agreement can be reached at the operational level, the Parties will take their disagreement to their respective senior management level. In the absence of an amicable settlement, the dispute will be submitted to the exclusive jurisdiction of the Commercial Court

of PARIS, including in the case of summary proceedings, appeal in warranty or multiple defendants.