

DESCRIPTION OF TRAINING, INSTALLATION,  
AND CONSULTING SERVICES  
AKANEA DEVELOPPEMENT  
APPENDIX TO THE GENERAL TERMS AND CONDITIONS

The Publisher undertakes to perform the Services exhaustively listed in the Purchase Order under the following conditions:

Any cancellation or postponement must be reported immediately and confirmed in writing by the Customer and shall be invoiced as follows:

- Any day of Service cancelled less than ten (10) business days before the date scheduled for the session shall be subject to 50% invoicing.
- Any day of Service cancelled less than five (5) business days before the date scheduled for the session shall be subject to 100% invoicing.

Cancellations must be made by post or fax. The date to be taken into consideration to determine the period of five (5) or ten (10) days corresponds to the date of arrival at the Publisher's site of the post or fax. The Publisher reserves the right to cancel the intervention by informing the Customer in advance. The Publisher shall then propose new dates.

Requests for modifications from the Customer relating to the Services shall be made in writing. This condition generally applies to any request for a change, including planning or specification changes. A new quote shall then be presented by the Customer to the Publisher.

### 1.1 Training on the Software Package

The Publisher shall be free to use the teaching methods and tools of its choice.

Training shall be provided on the basis of the standard courses that the Publisher is accustomed to providing and that it regularly offers to all its customers. One training day corresponds to seven (7) hours of lessons. Any training day started is considered to be payable for the full day. Any overrun shall result in prorated invoicing.

For the sake of the quality of the training, the Customer undertakes not to exceed the number of persons agreed between the Parties.

With regard to training, any additional person not indicated on the registration form shall be subject to a surcharge at the daily rate in force.

Training is traditionally provided at the Customer's sites and with the logistical resources that it provides unless otherwise agreed between the parties in the Purchase Order.

The booking of training days shall be done by the Customer by sending to the Publisher, fifteen (15) days before the scheduled date for the session, a registration form duly completed and signed by the person responsible for training at the Customer's sites.

The training service may include a test of knowledge, freely defined by the Publisher.

An attendance sheet must be signed by each participant.

If, in the context of a training session, the Publisher finds an absence or incorrect installation of the Software Package or the hardware provided by it, the training may be cancelled by the Publisher.

The Publisher shall be entitled to invoice for all or part of the price of the cancelled Services as damages or to have the conforming installation carried out, prior to the continuation of the training, at the Customer's expense.

The Customer undertakes to conduct the training sessions within twelve (12) months from the date of the signing of the Purchase Order concerned.

After this period, the Publisher may notify the Customer of this situation by registered letter with acknowledgement of receipt. If, within thirty (30) days of the dispatch of this letter, the Customer has not agreed with the Publisher on a date for the training session, the Publisher shall be entitled to invoice it for the price of this session not conducted.

### 1.2 Installation of the Software Package

If ordered, the Software Package installation service is performed by the Publisher in the presence of a technical representative of the Customer, within the time frame and according to the procedure agreed with the Customer.

An intervention sheet or an installation report specifying the configuration on which the Software Package is installed is signed by the Customer and the Publisher at the end of the installation service.

Any modification of the configuration indicated in the installation report must be accepted by the Publisher so that the Customer can continue to be covered by the warranty, if it is in progress, or maintenance services in connection with the fees paid under the maintenance agreement, if the Customer has entered into one with the Publisher.

During the Publisher's, the site must be operational, and the entire configuration must be available and in perfect working order. Otherwise, the Publisher shall invoice for the time spent noting the preparation shortcomings.

The Customer shall be solely responsible for the operations of migration of its data and/or files, unless the parties agree to have this operation carried out by the Publisher, which shall invoice for it at the rate in force. Any service other than that provided for in the Purchase Order and performed by the Publisher following a request from the Customer expressed on the day of the intervention shall be invoiced at the rate in force.

### 1.3 Consulting on the Software Package

The Publisher shall provide the Customer with the Consulting and/or Adaptation Services defined in the Purchase Order and possibly according to an intervention schedule defined between the Customer and the Publisher.

In particular, the Services of reconstitution of files, altered or lost programs, and configuration may thus be performed at the Customer's request.

Following the delivery of the Adaptations, it shall be up to the Customer to proceed with the acceptance of each of the lots constituting said Adaptations. If the Customer indicates no reservations on the Adaptations delivery report, within one month following the delivery of each Adaptation or lots by the Publisher, the definitive, unconditional acceptance shall be considered established.