

**GENERAL TERMS AND CONDITIONS
OF SERVICES (TRAINING, INSTALLATION, CONSULTING)
AKANEA DEVELOPPEMENT**

The Customer has legitimately acquired the rights to use an Akanea Software Package.

Having defined its needs according to its structure, its organisation, the knowledge of its staff, and information useful for its decision-making in accordance with Articles 1112 *et seq.* of the French civil code, the Customer wishes to engage Akanea Développement, entered in the Lyon trade and companies register under number 330573775, (hereinafter “Publisher”) to provide services relating to the Software Package. These services, defined in the Purchase Order, can be either installation, training, or consulting services.

DEFINITIONS

Adaptation

The term “Adaptation” covers any specific development, creation of interfaces, and customisation of publications. Any Adaptations made hereunder shall be delivered to the Customer exclusively in the form of object code, and no provision of the Agreement may result in an obligation for the Publisher to deliver the source codes.

Service

The term “Service(s)” applies to all interventions of the Publisher in connection with the implementation of the Software Package and carried out hereunder. The Services relate in particular to the installation of the Software Package, studies or analyses relating to the project, configuration, data retrievals, implementation of Adaptations, training, start-up support (i.e. commissioning of the Software Package), and project management. The Services ordered by the Customer are listed in the Purchase Order(s).

Software package

The term “Software Package” applies to software packages, in the form of object code, marketed by the Publisher and including their magnetic medium and their associated documentation and, where applicable, the development tool and its application part, for which a licence has been granted to the Customer under a separate agreement.

1. AGREEMENT DOCUMENTS

The Agreement between the Publisher and the Customer is formed by the following agreement documents presented in decreasing order of legal value:

- these General Terms and Conditions,
- the Purchase Order whereby the Parties have agreed to order the services and that indicates the reference of these General Terms and Conditions,
- the Technical Appendix attached to the Purchase Order where applicable.

The Customer acknowledges that acceptance of the Agreement has the consequence of excluding the application of its own general terms and conditions of purchase and the specific clauses appearing on its purchase orders that have not been expressly accepted by the Publisher.

No particular annotation added manually by the Customer in the Agreement or the Purchase Orders

shall have value if it is not expressly accepted by the Publisher.

2. PURPOSE

The purpose of the Agreement is to define the conditions under which the Publisher provides the Customer with the Services identified in the purchase order (hereinafter “Purchase Order”).

3. DURATION

The Agreement shall take effect from the signing by both Parties of the Purchase Order referring to the Agreement and shall terminate upon completion of the ordered Services. Any new Service order subsequently placed by the Customer shall be governed exclusively by the General Terms and Conditions in force, provided that a new Purchase Order is issued and signed by the Parties.

Articles 7, 8, and 11 hereof shall continue to have effect according to their own terms after the expiry of the Agreement.

The expiry of the Agreement shall not relieve the Customer of its obligation to pay the sums due under the Agreement.

4. DESCRIPTION OF THE SERVICES

The various services offered by the Publisher are described on its extranet and Internet sites at www.akanea.fr, which the Customer can access either freely or using its login information. The Customer shall refer to the description of the offer to which it has subscribed to know the scope of the offered services.

The Publisher shall inform the Customer that the scope of these services may change in the future.

5. OBLIGATIONS OF THE PARTIES

5.1 OBLIGATIONS OF THE PUBLISHER

The Publisher undertakes to:

- Perform all the Services described in the Purchase Order, in accordance with the terms defined in the Agreement;
- Notify the Customer in writing of all the elements, to its knowledge, that it considers likely to jeopardise the proper performance of the Services;
- Submit to the Customer a quote and an estimated performance time for the additional Adaptations corresponding to elements of analysis not initially requested, or not provided for in the features of the Software Package, on the basis of the rate for the Services in force.

5.2 OBLIGATIONS OF THE CUSTOMER

The Customer undertakes to:

- Have qualified staff;
- Provide training sessions for motivated individuals who have a sufficient level of competence;

- Appoint a contact within its staff who is available and has decision-making power with regard to the proposed solutions;
- Provide free of charge the machine time and staff necessary for testing and operation for all the Services;
- Provide the Publisher's staff with free access to the premises where the Software Package must be installed and to its software where needed and make available to the Publisher, on the delivery date, premises with the necessary infrastructure for the electrical, network, and telephone connection of the equipment used in the performance of the Services, according to any technical recommendations indicated by the Publisher.
- Ensure that the structures of its company take into account the new conditions resulting from the use of the Software Package and, where applicable, determine and take the necessary organisation or reorganisation measures itself;
- Provide the Publisher with all the elements and information necessary to enable it to perform the Services properly;
- Pay the agreed price in accordance with article 6 of the Agreement.

The Customer shall also be responsible for the protection of collected and recorded data.

5.3 SHARED OBLIGATIONS

The estimated duration of the Services that may be indicated in the schedule appearing in the Purchase Order shall be established by mutual agreement between the Parties as corresponding to a realistic forecast based on the information communicated to the Publisher by the Customer and in particular its initial functional coverage. Consequently, the refinement of the Customer's needs may lead to a change in the estimation of the expenses related to the performance of the Services. It shall be periodically monitored by the teams of the Parties in charge of the performance of the Services.

The mere exceeding of these time frames shall not result in a presumption of fault on the part of the Publisher in the performance of its obligations.

The Parties agree that maintaining the planned timetable depends on the availability of the staff, software, premises, and data that each of them undertakes to provide under the Agreement.

This article is substantial for the Publisher.

6. FINANCIAL TERMS

The price corresponding to the ordered Services appears in the Purchase Order.

Travel and accommodation costs shall be the Customer's responsibility and invoiced according to the terms indicated in the Purchase Orders. The Customer is also responsible for all costs related to the training services such as the costs of sending and copying course materials.

Unless otherwise provided in the Purchase Order, payments for the Services shall be based on the monthly invoice prepared by the Publisher and summarising the Services performed during the past month. The Publisher shall have a declaration number for the existence of a training activity. Direct payment for the training service to the Publisher by the Customer's funds collection centre is possible only if the Publisher has, before the start of the

training, the training agreement duly completed by said funds collection centre.

The payment terms are thirty (30) days after the invoice date by any electronic payment method such as Direct Debit, etc.

In addition to the lump-sum penalty of €40 fixed by decree, any late payment shall result in, eight (8) days after a formal notice has remained unsuccessful, the application of late payment penalties at the rate of three times the statutory interest rate calculated per day late.

Notwithstanding the provisions of Article 1342-10(1) of the French civil code, it is expressly agreed that if multiple invoices are due and the Customer makes a partial payment, the Publisher shall be free to apply said payment as it sees fit.

In the event of non-payment of a single invoice by its due date, the Publisher may, without prior formal notice, demand the immediate payment of all sums remaining due to it by the Customer. The Publisher shall then have the right to suspend the performance of its Services until the Customer pays the invoice in question. The Parties agree that this suspension cannot be considered as a termination of the agreement due to the Publisher or give rise to any right to compensation for the Customer.

No netting may occur without the Publisher's formal agreement.

7. GRANTED RIGHTS

7.1 GRANTED RIGHTS TO COURSE MATERIALS

Subject to payment for the Services, the Publisher grants the Customer the right to reproduce the documents provided for training in as many copies as it wishes, provided that this is for its own needs and only for persons employed by the Customer and working in the field that was the subject of the training. All training materials communicated during the training are and shall remain the property of the Publisher. In addition, the Customer must include on any copy all ownership and/or copyright notices that may appear on the documents provided by the Publisher.

7.2 GRANTED RIGHTS TO THE ADAPTATIONS

If Adaptations are produced by the Publisher, the Publisher hereby grants to the Customer:

- A non-exclusive, non-transferable right to use the Adaptations on the Customer's hardware configuration;
- A right to copy the Adaptations for backup or archiving purposes;
- A right to combine with other software packages.

The licence to use the Adaptations granted hereunder shall take effect upon the payment for the Services to the Publisher and shall remain in effect as long as the Customer continues to use them.

The produced Adaptations are and shall remain the property of the Publisher.

8. WARRANTY AND LIABILITY

8.1 WARRANTY

The Publisher undertakes to perform the Services in accordance with the standard practices of its profession, its know-how, its experience, and its expertise.

In the context of the performed Services, the Publisher shall be bound only by an obligation of means. In the event of non-compliant Services, the Publisher shall again perform the services due, and if the Publisher cannot provide these services, it shall refund any amount already paid for the order not fulfilled.

The above warranties are limiting, and the Publisher does not guarantee the correction of all errors or that the Adaptations will operate uninterrupted or without errors or its ability to meet the Customer's particular objectives. As such, the Parties expressly exclude under the Agreement, and the Customer accepts, the application of the legal provisions relating to the warranty for hidden flaws or defects of the Adaptations.

8.2 LIABILITY

The Publisher shall not be held liable for any delay in the performance of the Services. In addition, the Publisher cannot be held liable for any reckless application or lack of application of the instructions for use provided or advice not provided by the Publisher itself.

In no event shall the Publisher be liable for the destruction or deterioration of files or programs. The Customer shall be responsible for protecting against these risks by making the necessary backups.

In no event shall the Publisher be liable to the Customer or third parties for indirect damages such as operating losses, commercial damages, loss of customers, loss of orders, any commercial disturbance, loss of profit, damage to the brand image, or losses of data and/or files.

In any event, and irrespective of the basis of the Publisher's liability, damages and any compensation owed to the Customer by the Publisher for any cause whatsoever may not exceed the sums paid by the Customer under the Purchase Order concerned.

In addition, in the event of personal injury caused by the Publisher or one of its employees, the Publisher shall compensate the victim in accordance with the applicable legal provisions.

It is expressly agreed between the Parties, and accepted by the Customer, that the provisions of this clause shall continue to apply even in the event of cancellation hereof found by a court decision that has become final.

The provisions of these terms and conditions establish a distribution of risks between the Publisher and the Customer.

The price reflects this allocation as well as the described limitation of liability.

9. FORCE MAJEURE

The liability of the Parties shall be fully discharged if the non-performance by either party of part or all of its obligations results from a case of force majeure.

Initially, cases of force majeure shall suspend the performance of the Agreement, and the Parties shall meet to determine how their relations will continue.

If cases of force majeure last more than one (1) month, the Agreement shall be terminated automatically, unless otherwise agreed between the Parties.

The following are expressly considered to be cases of force majeure or unforeseeable events, in addition to those usually recognised by the case law of the French courts: blockage, disruption, or congestion of telecommunications networks, poor quality of the electrical current, blocking of means of transport or supply for any reason whatsoever, inclement weather, epidemics, earthquakes, fires, storms, floods, water damage, governmental or legal restrictions, as well as legal or regulatory changes in the forms of marketing.

10. TERMINATION

If one of the Parties breaches an obligation provided for in the Agreement, not repaired within fifteen (15) calendar days from the sending of a registered letter with acknowledgement of receipt, the other Party may assert the termination of the Agreement without prejudice to any damages that it could claim hereunder.

In addition, in the event of non-payment of sums owed by the Customer, not the subject of reasoned reservations, and explicitly reported to the Publisher, the Publisher may terminate the Agreement automatically and without delay after having notified the Customer by registered letter with acknowledgement of receipt, which shall not prevent the Publisher from making every effort to recover its debts.

11. CONFIDENTIALITY

Each Party undertakes, with regard to the content of the provisions of the Agreement as well as the other Party's information that it may learn in the performance of the Agreement, as long as this information is economically, technically, or commercially sensitive or declared as such by either Party, to keep it strictly confidential and refrain from communicating it to anyone, except for the purposes strictly necessary for the proper performance of the Agreement, and to refrain from using it, directly or indirectly, or allowing it to be used by a third party under their control for any purpose other than the proper performance of the Agreement.

In the context of a professional activity, the Customer undertakes to take, with respect to its staff and any outside person who has access to the Software Package, all necessary measures to ensure the secrecy, confidentiality, and respect for the rights of ownership of the Software Package.

The Software Package and its documentation as well as the Adaptations are designated as confidential.

The Parties shall be bound by this obligation until the data in question become public knowledge, unless the Party concerned provides prior, express approval of the waiver of confidentiality.

12. RELATIONS BETWEEN THE PARTIES

Unless otherwise provided in writing, the Customer shall be responsible for the project management of the Services performed under this agreement. The Publisher warrants that it performs its Services using qualified personnel, under the conditions provided for by law, and that it is not subject to the provisions of the French labour code that prohibit undocumented or illegal work.

The Services provided under the Agreement may relate to the licence to use the Software Package, which the Customer acquires under a separate agreement. said agreement referenced with the Publisher shall govern the use of the Software Package. All Services acquired from the Publisher shall be offered separately from the licence to use the Software Package.

13. ASSIGNMENT OF THE AGREEMENT

Under no circumstances may the Customer fully or partially assign the Agreement free of charge or for a consideration.

14. NON-SOLICITATION

The Customer waives the right to hire or employ, directly or through an intermediary, any employee of the Publisher, regardless of his or her specialisation and even if the initial solicitation is initiated by said employee. Any concealed remuneration is also prohibited.

This waiver shall be valid for the duration of the Agreement and for a period of two (2) years from its expiry. If the Customer fails to respect this obligation, it undertakes to compensate the Publisher by immediately paying it a lump sum equal to the gross salaries that this employee received during the twelve (12) months preceding his or her departure.

15. MISCELLANEOUS PROVISIONS

Personal data: The applicable conditions concerning personal data are defined in the appendix entitled "Conditions for the processing of personal data applicable to software packages installed at the Customer's sites as well as the associated services"

Statistical Data: The Customer expressly agrees that the Publisher may use the data collected from the Customer's use of the Software Package and previously anonymised for statistical purposes and for the improvement of the Software Package provided that such data do not constitute personal data.

Notifications: All notices required by the Agreement shall be made by registered letter with acknowledgement of receipt and shall be deemed validly made at the addresses indicated at the beginning hereof unless a change of address notification has been provided. Notwithstanding the notifications provided by registered letter with acknowledgement of receipt, the Parties agree that information relating to the entry into or performance of the agreement may be sent by email. In particular, in accordance with Article 1126 of the French civil code, the Customer acknowledges that the Publisher may send to it by email any notification relating to the evolution and modification of the Agreement. The Customer therefore expressly accepts the use of this mode of communication. The Parties agree that emails exchanged between them shall constitute valid evidence of the content of their exchanges and commitments.

Partial invalidity: The declaration of nullity or ineffectiveness of any stipulation of the Agreement shall not automatically entail the nullity or ineffectiveness of the other stipulations unless the balance of the agreement is changed.

Commitments of the Parties: The Parties agree that the validation of the Purchase Order, the entry into and renewal

of the agreement, as well as the payment of fees and/or invoices issued mean that the Customer has read and accepted the General Terms and Conditions in force as of the date of such validation, entry into or renewal of the Agreement, or payment. The Customer is hereby informed that these General Terms and Conditions are accessible from the website www.akanea.com in accordance with Articles 1125 and 1127-1 of the French civil code.

Earlier versions of the General Terms and Conditions are also available on the website www.akanea.com. The Parties agree that such provisions are for informational purposes only and do not imply the applicability of these earlier versions.

It is understood that these General Terms and Conditions cancel and replace the General Terms and Conditions previously accepted between the parties having the same purpose and in the course of performance. They take precedence over any unilateral document of one of the Parties, including the Customer's purchase order. However, any specific conditions provided for in the Purchase Order duly signed by both Parties shall be applicable to the Services exclusively designated in said document. Any particular annotation manually added by the Customer shall have value only if it is expressly accepted by the Publisher.

Modifications of the Services: Requests for modifications from the Customer relating to the Services performed under the Agreement 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.

Unforeseeable Events: Notwithstanding Article 1195 of the French civil code, in the event of an unforeseeable change of circumstances upon entry into the agreement rendering the performance excessively onerous for the Customer, the Customer shall not be entitled to a renegotiation of the agreement.

Waiver: The failure of one Party to take action against a breach by the other Party of any one of the obligations set out herein cannot be construed as a waiver of the obligation in question in the future. The Customer irrevocably waives any request, claim, right, or action against the Publisher relating to the performance of the Agreement made more than twelve (12) months after the occurrence of the causal event and therefore irrevocably waives the right to bring any action against the Publisher before any court on this basis.

References: The Publisher reserves the right to include the Customer's name on a list of references.

16. LAW AND ASSIGNMENT OF JURISDICTION

THIS AGREEMENT IS GOVERNED BY FRENCH LAW.

IN THE EVENT OF A DISPUTE, AND AFTER AN ATTEMPT TO FIND AN AMICABLE SOLUTION, EXPRESS JURISDICTION SHALL BE CONFERRED ON THE PARIS COMMERCIAL COURT EVEN IF THERE IS MORE THAN ONE DEFENDANT OR IN THE EVENT OF A THIRD-PARTY NOTICE, EVEN FOR URGENT OR PROTECTIVE MEASURES, IN SUMMARY PROCEEDINGS OR BY MOTION.

IF THE CUSTOMER OBJECTS TO A MOTION FOR AN ORDER TO PAY, EXPRESS JURISDICTION IS ALSO ASSIGNED TO THE PARIS COMMERCIAL COURT.