

SAAS GENERAL TERMS AND CONDITIONS
AKANEA DEVELOPPEMENT

FOREWORD

The Publisher publishes and markets information management software packages and supplies associated services for companies in the agri-food, transport, and logistics sectors.

After having learned of the potential, purpose, features, the standard nature, and the operating mode of the SaaS service identified in the Appendix and after having assessed the opportunity to request from the Publisher a detailed presentation of the SaaS Services, the Customer decided to work with the Publisher.

The Customer acknowledges having received all the information and advice to assess the Publisher's proposal in accordance with Articles 1112 *et seq.* of the French civil code and has ensured that the SaaS service meets its needs.

The Customer is informed that the use of SaaS Services implies the unconditional acceptance of these general terms and conditions. In addition, the Customer is informed and accepts that the Publisher reserves the right to modify the terms hereof. The Publisher shall inform the Customer by any means and shall make the new General Terms and Conditions available to Customer.

The signing of the "Special Terms and Conditions equivalent to a Purchase Order" (hereinafter "Special Terms and Conditions") by the Customer constitutes unconditional acceptance hereof.

ARTICLE 1 – DEFINITIONS

"Anomaly": This term refers to any flaw in the design or implementation of the Software Package preventing its use in accordance with the Documentation manifested by malfunctions that can be reproduced by the Publisher.

"Hosted Application": This term refers to the Software Package(s) designated in the Appendix that the Customer, in exchange for a fee, may use remotely as part of the SaaS services for the duration of the Agreement.

"Agreement": This term refers to, in decreasing order of legal value, these General Terms and Conditions, its appendices, as well as the Special Terms and Conditions describing the Services ordered by the Customer.

In the event of any contradiction between one or more provisions contained in the documents mentioned above, the higher-ranking document shall prevail. The Customer acknowledges that acceptance of the Agreement has the consequence of excluding the application of its General Terms and Conditions of Purchase (GTC), unless expressly waived by the Publisher in writing.

"Documentation": This term refers to the description of the features and the instructions for use of the Hosted Application and, more generally, of the SaaS service. It is provided in electronic form in French. Any other documentation is excluded from the scope of this Agreement, including sales documentation and training documentation.

"Malfunction": This term refers to any interruption or degradation of the service attributable to the Operating Platform and observed by the Publisher.

"Trained User": This term refers to any person trained, under a separate agreement, by the Publisher in the use of the Hosted Application and able to access support services and named to the Publisher by the Customer.

"New Period": This term refers to a period of twelve (12) months for which the Agreement is tacitly renewed at the end of the Initial Period or the period in progress at that time.

"Initial Period": This term refers to the Customer's minimum commitment period starting from the end of the Preparatory Phase for the period defined in the appendix to these General Terms and Conditions. If no duration is stipulated in the appendix hereto, the duration of the Initial Period shall be thirty-six (36) months.

"Preparatory Phase": This term refers to the period between the signing hereof and the commissioning of the Operating Platform, during which the Publisher provides the Customer with services (configurations, etc.) permitting said commissioning.

"Operating Platform": This term refers to all hardware, the Hosted Application, operating system, database, and environment provided by the Publisher and installed at the sites of the Publisher or of its subcontractor on which the Software Package will be operated.

"Software Package": This term refers to the programs and their documentation designed to be provided to multiple users for the same application or the same function. Within the framework hereof, the Software Package corresponds to:

- the version distributed by the Publisher at the time of the entry into the Agreement;
- its corrective and perfective updates installed by the Publisher as part of the maintenance provided with respect to the SaaS service;

"Customs EDI Service": This term refers to the Electronic Data Interchange (EDI) service through the Publisher's SaaS platform, created through the Software Package and performing the functions of routing and formatting EDI flows between the Customer and the Customs Administration.

"Named User(s)" refers to the user(s) expressly named by the Customer from among its teams and solely authorised to use the Software Package.

ARTICLE 2 – PURPOSE

The purpose of this Agreement is to define the terms and conditions under which the Publisher:

- provides the SaaS Service identified in the appendix to these General Terms and Conditions,
- grants to the Customer a personal, non-assignable, non-transferable, and non-exclusive right to use the Hosted Application within the limit of the named User(s),
- provides the Customer with the support and maintenance services associated with this Hosted Application to which it has subscribed under the appendix to these General Terms and Conditions.

ARTICLE 3 – DURATION OF THE AGREEMENT

3.1 This Agreement shall take effect on the date of the signing of the Special Terms and Conditions. Unless otherwise provided for in one of the appendices, it is entered into for a period equal to the duration of the Preparatory Phase plus the duration of the Initial Period. It may be tacitly renewed by New Period on each anniversary date, unless terminated by one of the Parties by registered letter with acknowledgement of receipt at least six (6) months before the expiry of the current period.

3.2 - With regard to the optional services described in the Appendices "Description of the Maintenance Services" and "Description of the Customs EDI Service", to the extent that the Customer subscribes to them, the Agreement shall enter into force, for the remaining contractual period of the Software Package Agreement, from the signing of the Special Terms and Conditions concerned.

These additional services are renewed for New Periods under the

conditions of article 3.1.

It is agreed that the Customer may partially terminate the Agreement on expiry, and subject to the above notice period, in order to no longer be entitled to the additional services set out in the appendix to these General Terms and Conditions. In this case, the invoicing of the following instalment shall be adapted by the Publisher according to the services retained by the Customer.

ARTICLE 4 – COLLABORATION

For the proper performance hereof, the Customer undertakes to collaborate actively, regularly, and faithfully with the Publisher. As such, the Customer undertakes to make available to the Publisher all the information and documents necessary for the performance of the expected Services under good conditions and to inform the Publisher of any difficulties of which it may be aware or that the knowledge of its field of activity allows it to foresee, as and when the Services are performed.

It is the Customer's responsibility to have, as of the date of commissioning of the Hosted Application, telecommunications networks and premises with the infrastructure necessary for the electrical, network, and telephone connection of the equipment necessary for access to the Hosted Application according to any technical recommendations provided by the Publisher. It must therefore install and administer its telecommunications networks, equipment, and applications not provided by the Publisher and must facilitate the Publisher's access to its installations if necessary.

ARTICLE 5 – PROVISION OF A HOSTED APPLICATION AND ASSOCIATED SERVICES

5.1- Grant of a right to use the Software Package

5.1.1: Right of use

Subject to the payment of the corresponding fees, the Publisher grants to the Customer, for the duration of this Agreement, a non-transferable, inalienable, and non-exclusive, strictly in the form of object code, personal right to use the Hosted Application described in the Special Terms and Conditions. This right of use is granted solely for its internal operating needs and within the limit of the Named Users. Exceptionally and at the Customer's risk, only for the purposes of fulfilling its own needs, the Publisher authorises the Customer to grant a personal right of use to its own customers for the purposes of referring transport orders in particular.

This right is applicable only in keeping with the Intended Use of the Software Package and cannot allow the Customer to use the Hosted Application for other purposes, in particular commercial purposes.

Any use of the Hosted Application not in keeping with its intended purpose as referred to herein would constitute an infringement of the Publisher's rights and therefore the offence of infringement in accordance with the provisions of Article L.335-3 of the French intellectual property code.

The granted right of use is limited in number of simultaneous users and/or in volume of data to be processed over a given period and/or in number of sites of use, according to the terms defined in the Special Terms and Conditions.

5.1.2: Guarantee against infringement

In the event of a complaint concerning the infringement by the Hosted Application of an intellectual property right in France, the Publisher may replace or modify all or any part of the Hosted Application provided that the Customer has met the following conditions:

- the Customer has accepted and performed all of its obligations hereunder,

- the Customer has notified the Publisher in writing, within eight days, of the action for infringement or the declaration having preceded this allegation,

- the Publisher is able to defend its own interests and those of the Customer, and to do so, the Customer collaborates faithfully with the Publisher by providing all the elements, information, and support necessary to carry out such a defence. If none of these measures is reasonably feasible, the Publisher may unilaterally decide to terminate the use of the infringing Hosted Application and refund to the Customer the fees paid for the last twelve (12) months.

The Publisher shall not assume any liability if the allegations relate to the use of a version of the Hosted Application other than the current version and not modified if the judgement against it could have been avoided by the use of the unmodified current version.

The provisions of this article define all of the Publisher's obligations in respect of infringement or copyright.

5.1.3: Limit to the use of the Hosted Application

The granting the right to use the Hosted Application does not result in the transfer of ownership rights to the Customer. The Hosted Application shall remain the property of the Publisher or its author, regardless of the form, language, program medium, or language used.

The Customer undertakes not to infringe, directly or indirectly through third parties, the Publisher's intellectual property rights to the Hosted Application and in particular is prohibited from:

- any use for processing not authorised by the Publisher,
- any reproduction of the Hosted Application on any medium whatsoever,
- any translation, adaptation, arrangement, or other modification of the Hosted Application and the resulting reproduction of the Hosted Application,
- any representation, dissemination, or marketing of the Hosted Application,
- any intervention on the programs making up the Hosted Application, regardless of the nature, including for the purpose of correcting errors likely to affect the Hosted Application to the extent that the right to correct said errors is reserved for the exclusive benefit of the Publisher,
- any downloading or reproduction of the code of the Hosted Application or translation of the form of such code in order to obtain the information necessary for the interoperability of the Hosted Application with other independently created Applications, the information necessary for interoperability being, in accordance with the provisions of this Agreement, made accessible to the Customer,
- any decompiling of the Hosted Application outside the cases provided for by law and in particular for the purpose of designing, producing, disseminating, or marketing a similar, equivalent, or substitute Hosted Application,
- any provision of the Hosted Application directly or indirectly to a third party, free of charge or for a fee, in particular by rental, assignment, loan, or outsourcing to a service provider.

5.2- Associated Services

5.2.1 Hardware, Operating Systems, Tools, and Network Equipment

The Publisher gives the Customer access to a set of hardware, operating systems, tools, and network equipment for the duration of the Agreement.

It is expressly agreed that the equipment that will allow the Publisher to ensure the operation of the Hosted Application, on

behalf of the Customer, shall remain the property of the Publisher and that the Publisher does not guarantee the Customer exclusive use of such equipment for its own needs.

5.2.2 Security Measures

The Publisher shall ensure the security of the Operating Platform within the framework of the Publisher's security rules in force.

5.2.3 System Operation and Monitoring

The Publisher undertakes to make every effort to ensure a secure system operation on servers installed on the Publisher's hosting sites or on those of its subcontractors.

Monitoring shall be performed by a team of system technicians of the Publisher or of its subcontractors, dedicated to the hosting activity.

5.2.4 Data storage

All Customer data created or modified using the Hosted Application shall be stored in a database or any medium defined by the Publisher on one or more servers located at a dedicated and secure site.

The volume of accessible stored data shall be limited to twelve (12) months plus the current month.

The Publisher shall ensure the security of the Operating Platform within the framework of the Publisher's security rules in force.

In connection with the subscription to the Customs EDI offer, if the end of the Agreement does not coincide with the time limit of Customs actions, which would be longer, the Customer will be able to have the necessary declaration elements beyond the end of this Agreement, in accordance with the financial terms in force for the Publisher at the time of the request and following the recommendations provided by the Publisher.

The data relating to the declarations shall be retained for one year until the anniversary date of their creation, under the conditions hereof.

In addition, throughout the duration of the Agreement and in return for an additional fee provided for in the Appendix, the Customer may subscribe to an additional service of storage and consultation of data processed by the Hosted Application.

This optional service makes it possible to consult the data for year *n* beyond the current period for the subscribed duration according to the provisions of the Appendix.

Throughout the duration of the Agreement or upon its expiry, the Customer may call on the Publisher, on each anniversary date, to obtain, according to the current rate, the data for the year no longer falling within the scope of the optional service, in XML format on a physical medium (CD ROM, DVD, etc.).

5.2.5 Telephone support and maintenance services

The Customer may subscribe to one of the maintenance offers on the Hosted Application described in the Appendix "Description of Maintenance Services" to this Agreement.

5.2.6 Customs EDI Service

As part of this service, if subscribed in the Appendix and depending on the chosen offer, the Publisher shall additionally provide the Customer with the services described in the Appendix "Description of the Customs EDI Service" to this Agreement.

ARTICLE 6 – NETWORK

The Hosted Application and the associated services require the Customer's access to a telecommunications network.

The Customer undertakes to install and administer its equipment and applications not provided by the Publisher as well as its telecommunications networks.

The costs relating to the installation of the network lines as well as the subscription to one or more telecommunication lines are

the responsibility of the Customer and carried out under its responsibility.

It is expressly agreed that:

- the Publisher cannot be held responsible for network failures or modifications made to the network by the Customer. The Customer is solely responsible for the equipment installed by the telephone company at its sites and must allow free access to it.
- the Internet is an open, informal network consisting of the interconnection of global computer networks using the TCP/IP standard; the management of the Internet is not subject to any centralised entity. Each portion of this network is owned by an independent public or private body. Its operation is based on cooperation between the various operators without any obligation of supply or quality of supply between the operators.
- the networks may have unequal and inconsistent transmission capacities as well as their own usage policies. No one can guarantee the proper functioning of the Internet as a whole.
- the Customer undertakes to inform the Publisher of any change relating to its telecommunications network at least three (3) months before the actual change. In the event of incompatibility between the characteristics of said network and the access to the Hosted Application, the Publisher shall be entitled to apply the provisions of the first paragraph of the article entitled "Termination".

ARTICLE 7 – CONDITIONS OF IMPLEMENTATION

7.1 Authentication to the Hosted Application

Each of the Customer's users logs in, including the first time, with his or her personal login and password.

7.2 Access to the Hosted Application

Users access the Hosted Application done remotely via a secure connection from the Internet address communicated to the Customer.

ARTICLE 8 – FINANCIAL PROVISIONS

8.1 Price

The detail of the fees is provided in the Special Terms and Conditions. It shall vary if there is an increase in one of the scopes having allowed it to be determined (in particular, number of users, data volume, etc.).

For the optional support services described in the Appendix "Description of Maintenance Services" to which the Customer may subscribe, the Customer undertakes to pay an additional annual fee defined in the Special Terms and Conditions concerned, with the understanding that the invoicing for the first year shall be prorated for the remaining contractual period of the SaaS Service.

For the EDI service provided for in the Appendix "Description of the Customs EDI Service", the invoiced price includes a unit cost per message and possibly, if mentioned in the Appendix, a monthly subscription fee for the Customs EDI Service.

The prices are indicated in euros excluding taxes, VAT in force in addition as of the date of the invoice.

Travel and accommodation costs shall be the Customer's responsibility and invoiced in a lump sum according to the Publisher's rate in force. The Customer is also responsible for all costs related to the training services such as, in particular, the costs of sending and copying course materials.

8.2 Revisions of Prices

The Publisher reserves the right to revise the amount of the maintenance fee annually at each renewal by applying the new rate in force.

This increase shall be applied annually on each anniversary date for services invoiced annually, or on the first due date following

1 January of each year for services invoiced quarterly, or on 1 January for services invoiced monthly.

In the event of a change in the offered services, the fee may also be revised. In such case and unless otherwise instructed by the Customer by registered letter with acknowledgement of receipt no later than one (1) month after the notification of the modification, the new conditions shall automatically apply. The Agreement shall be terminated if the Parties fail to come to an agreement.

8 Payment Terms

8.3.1 Hosted Application and Associated Services

Unless otherwise agreed between the Parties and specified in the Special Terms and Conditions, payments shall be made by automatic monthly direct debits on the fifth (5th) of each month. As such, the Customer undertakes to validate the direct debit authorisation set out in the appendix to this Agreement.

8.3.2 Late Payment Penalties

Furthermore, the Publisher reserves the right, thirty (30) days after the sending of the formal notice to pay that has remained partially or fully without effect, to suspend the services until the sums due have been paid in full. All unpaid costs, following a bank rejection of a payment by the Customer, and/or all costs of restarting the service, following a suspension of the services for non-payment, shall remain the Customer's financial responsibility.

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.

If payment is not made by the due date, the Publisher may demand a late payment penalty calculated on the basis of an interest rate equal to three times the statutory interest rate, without any reminder being necessary, plus the lump-sum statutory compensation of €40.

Notwithstanding the provisions of Article 1342-10 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.

ARTICLE 9 – LIABILITY

9.1 - Editorial responsibility of the Customer

The Customer warrants that it has all the authorisations for the use and/or dissemination of information and data of any kind, hosted by the Publisher, and is solely responsible for the consequences of making them available to the public, even if restricted on the Internet. In particular, it shall be solely responsible for any damages suffered or borne by the Publisher, if any, as a result of the presence of unlawful data on the Customer's information accessible from the Hosted Application. In the event of a breach of the provisions of the law of 21 June 2004 ("LCEN") found by a judicial authority within the meaning of this same law, or in the event of an order issued by the judicial authority to delete disputed content, the Publisher may take any necessary measures to delete such content or prevent access to it. It shall inform the Customer accordingly. In the event of an amicable claim or formal notice from a third party addressed to the Publisher deeming that the content is unlawful or causes harm to it, the Publisher shall inform the Customer without delay. If the disputed Content is not deleted by the Customer or by the Publisher – due to the Customer's refusal or silence – the Customer shall protect the Publisher from any recourse and award of damages to which the Publisher could be exposed as a result of such complaint. However, notwithstanding the foregoing, the Publisher may take all appropriate measures to remove access to the disputed content or to make access to it impossible if the content appears to manifestly unlawful and

shall inform the Customer thereof. In this last case, the Publisher shall inform the Customer as soon as possible.

The suspension or interruption of the content for the reasons mentioned above shall not entitle the Customer to payment of any compensation by the Publisher. In addition, the Customer shall remain liable to the Publisher for the entire agreed price for the entire suspension or interruption period.

In general, the Customer shall protect the Publisher against any recourse by its Trained Users, its own customers, or third parties against the Publisher and relating to the Customer's activities hereunder.

9.2 - Liability of the Publisher

The Hosted Application shall be used under the sole direction, control, and responsibility of the Customer.

It is expressly specified that the Publisher is bound only by an obligation of means within the framework hereof. In particular, the Publisher may not be held liable for access speeds, external slowdowns, or unavailability of the server, when such unavailability is due to cases of force majeure or failures of the public telecommunications network, or loss of Internet connectivity due to the operators, or temporary interruptions due to maintenance.

In no case may the Publisher be held liable to the Customer and to third parties for any indirect damage such as loss of operation, lost profit, or harm to image or any other financial loss resulting from the use or impossibility of using the Hosted Application by the Customer as well as any loss or deterioration of information for which the Publisher cannot be held liable.

Any damage suffered by a third party, including by the Customer's customers, shall be considered indirect damage and shall therefore not give rise to compensation.

Due to the specificities of the service, the Publisher may not be held liable in the following cases:

- the quality, availability, and reliability of the telecommunications networks, regardless of their nature, in the event of data transport or Internet access, even when the Internet service provider is recommended by the Publisher.
- difficulties in accessing the Hosted Application due to network saturation.
- due to the content of the declarative messages sent to the Publisher's platform, for which the Customer shall be solely responsible.
- errors or delay by the Reporter;
- suspension or interruption of the EDI Service by the Publisher due to the Reporter's failure to comply with all contractual provisions and in particular in the event of non-payment;
- difficulty in accessing the Internet;
- telecommunications problem; malfunction of the servers or EDI applications of the Customs Administration,
- unavailability that could occur on the Internet or the telephone network;
- delay or failure in the procedures for routing data or transmitting monitoring information due to a case of force majeure, an event beyond the control of the Publisher or of its subcontractor, or misuse by the Reporter or its correspondents;
- inability of the Reporter or its correspondents to send or receive EDI flows.

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 hereunder for the calendar year in which the damage giving rise to the right to compensation occurred.

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

These provisions establish a distribution of risks between the Publisher and the Customer. The price reflects this allocation as well as the described limitation of liability.

ARTICLE 10 – TERMINATION

If either Party to this Agreement fails to fulfil its obligations, and that Party fails to remedy this situation, the other Party may terminate this agreement by registered letter thirty (30) days after a formal demand indicating the identified breaches has remained unsuccessful.

If the Customer fails to pay an invoice as of its due date relating hereto and without prejudice to the provisions of the article “Late Payment Penalties” of this Agreement, the Publisher reserves the right to terminate the Agreement automatically, after a formal notice by registered letter with acknowledgement of receipt has remained without effect for thirty (30) days.

All sums paid before termination shall be retained by the Publisher in consideration for the service previously provided.

In the event of an early termination of the Agreement, decided unilaterally by the Customer, and unless otherwise stipulated in the Special Terms and Conditions, the Customer shall make all the remaining monthly payments until the end of the Agreement, due immediately on the date of termination. In addition, the Publisher shall be entitled to claim, before any competent court, the payment of damages in the amount fixed by the duly addressed court.

ARTICLE 11 – REVERSIBILITY

Within a maximum period of two (2) months from the end of this Agreement, and provided that no sums remain due by the Customer to the Publisher as of that date, the Publisher shall make available to the Customer the stored data belonging to it on a magnetic medium previously defined by the Publisher and provided by the Customer.

Any service relating to reversibility must be the subject of a separate agreement between the Parties on the basis of the public rates in force. This shall apply in particular to the costs of technical support to the Customer for reversibility, the pricing conditions and implementation methods of which shall be defined by an amendment.

ARTICLE 12 – ADDITIONAL SERVICES

The Agreement concerns only the right to use the Hosted Application and access to telephone support and maintenance and does not cover any additional services recommended by the Publisher or requested by the Customer to meet its specific needs. As such, in the event of an order for consulting, training, and specific development services by the Customer, such services shall be the subject of a separate agreement between the Customer and the Publisher.

ARTICLE 13 – 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 and tribunals: 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.

ARTICLE 14 – ASSIGNMENT

In no case may the Agreement be fully or partially assigned, for consideration or free of charge, by the Customer without the prior express written authorisation of the Publisher.

The Publisher may freely assign this Agreement to any company belonging to the Publisher’s Group, provided that such company assumes towards the Customer all rights and obligations subscribed by the Published in this Agreement. The Publisher shall be released from its obligations as of the date of assignment of the Agreement.

ARTICLE 15 – CONFIDENTIALITY

The parties shall ensure the confidentiality of any obtained or provided information transmitted in the performance of this agreement.

The party to which confidential information is communicated shall preserve its confidentiality with no less care than that which it provides for the preservation of its own confidential information and may not communicate or disclose it to third parties, except with the prior written consent of the other party or to the extent possibly required by law. The parties agree to take all reasonable steps to ensure that confidential information is not communicated to their employees or contractors in violation of this agreement. The terms of this obligation shall be valid for the entire period of validity of this agreement and for two (2) years following its end.

However, neither Party shall be bound by confidentiality with respect to the following information:

- information that was regularly known to be non-confidential before it was communicated as being Confidential Information.
- information developed by each of the Parties independently.
- information that was or falls into the public domain without the recipient of such information being at fault.

Each Party undertakes not to use the Confidential Information in a context other than that of the Agreement, even on its own account, and undertakes to return, at the first request of the other Party, any documents or other media containing Confidential Information that it may have needed to provide to it in the context of the performance of the Agreement, as well as all reproductions thereof.

All documents, in any form whatsoever, communicated by the Publisher under this agreement shall remain its exclusive property and shall be returned to it upon its simple request.

ARTICLE 16 – NON-SOLICITATION

The Parties undertake not to solicit or employ, directly or indirectly, any employee of the other Party, even if the initial solicitation is initiated by the 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 starting 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 months preceding his or her departure.

ARTICLE 17 – MISCELLANEOUS PROVISIONS

Personal Data: . The applicable conditions concerning personal data are defined in the appendix “Conditions for the processing

of personal data applicable to software packages marketed in SaaS mode or hosted by the Service Provider”.

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.

Declarations and approvals necessary for use of the Software Package: The Customer shall be responsible for obtaining all administrative and regulatory authorisations or approvals that may be necessary for the implementation of the Software Package. This is particularly true of obligations related to the application of the French data protection law if personal information is managed using the Software Package that is the subject hereof.

Relations between the parties: the Publisher may also provide maintenance services and services relating to the Software Package as may be agreed under separate agreements. All the services provided by the Publisher in this respect shall be the subject of separate commercial proposals, and the Customer may acquire the Software Package without acquiring maintenance or other services.

Subcontracting: the Publisher reserves the right to use any supplier that it deems useful, provided that said supplier has the required qualities of professionalism and sustainability.

The Publisher shall remain fully liable to the Customer for all IT services and obligations incumbent on it under this Agreement. In particular, the Publisher undertakes to ensure that the selected subcontractors respect confidentiality.

Commitments of the Parties: The Parties agree that the validation of the Special Terms and Conditions, 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 supersede 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 Special Terms and Conditions. However, any specific conditions provided for in the Special Terms and Conditions 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.

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.

References: the Publisher may mention the name of the Customer for the promotion of the Software Package.

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

Tolerance: The Parties mutually agree that the tolerance by one of the Parties of a situation shall not have the effect of granting acquired rights to the other Party.

Moreover, such tolerance cannot be construed as a waiver of the rights in question.

Full Agreement: This agreement expresses all the obligations of the parties.

No general or specific condition appearing in the documents sent or delivered by the Parties may form part of this agreement with the exception of the Appendices accepted by the Publisher, provided that its terms are not inconsistent with the terms hereof. Unless otherwise specifically stipulated, the Agreement may be modified only by an amendment duly signed by the persons authorised or mandated by the Customer and 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: If one of the Parties does not invoke any one of the clauses, this shall not constitute the Party’s waiver of the right to invoke said clause at a future time.

However, the Customer irrevocably waives any request, claim, right, or action against the Publisher relating to the performance of this Agreement made more than twelve (12) months after the occurrence of the problem and therefore irrevocably waives the right to bring any action before any court beyond this period.

ARTICLE 18 - APPLICABLE LAW - ASSIGNMENT OF JURISDICTION

This agreement is subject to 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.