

GENERAL TERMS AND CONDITIONS FOR HOSTING AND ASSOCIATED SERVICES
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 hosting service and associated services (hereinafter the "Services") and after having taken the opportunity to request from the Publisher a detailed presentation of the Services, the Customer has decided to obtain them from 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 Services meet its needs.

The Customer is informed that the use of the 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" by the Customer constitutes unconditional acceptance hereof.

1. DEFINITIONS

These definitions start with a capital letter and may be used in both the singular and plural forms. For the performance hereof, the following terms should be understood as defined below:

"Agreement": This term refers to, in decreasing order of legal value, these General Terms and Conditions and their appendices, the Purchase Order and any appendices thereto (hereinafter the "Purchase Order").

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 (GTCP), unless expressly waived by the Publisher in writing.

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

"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 of thirty-six (36) months from the date mentioned in the 1st invoice relating to the use of the Services and, where applicable, from the date the identifiers for the use of the Services are delivered.

"Operating platform": This term refers to all hardware, the 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 shall 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, for which a user licence has been granted to the Customer under a separate Agreement.

Within the framework of these general terms and conditions, 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 under a separate Agreement.

2. PURPOSE

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

- for hosting the Software Package, and
- for making the Operating Platform available to the Customer with associated service levels, and
- for providing support and for maintaining the Operating Platform.

3. DURATION

This Agreement shall take effect from the date set out in the 1st invoice for the Services; if applicable, on the date on which the Publisher provides the Customer with the identifiers for the use of the Service.

The Agreement is entered into for an Initial Period and can be renewed on each anniversary date by tacit renewal for New Periods, unless terminated by one of the Parties by registered letter with acknowledgement of receipt, at least thirty (30) days before the current annual period expires.

In the event of changes in the scope requested by the Customer (increase or decrease in the number of users, additions or deletions of additional modules, if applicable), the modification shall be effective from a period of thirty (30) days plus, where applicable, the duration of the current month.

Any change in the scope or any additional Service, successively executed, shall be provided throughout the remaining term of the Agreement, unless the Customer partially terminates the Agreement with a view to no longer benefiting from part of the Services in accordance with the provisions of the "Termination" article.

4. ACCESS TO THE OPERATING PLATFORM

4.1 Authentication

Each of the Customer's users logs in, including the first time, with his or her personal login and password. In this respect, the Customer undertakes to provide the Publisher with the contact details of the employees using the Services.

4.2 Access to the Operating Platform

Users access the Operating Platform remotely via a secure connection, from the Internet address communicated to the Customer.

4.3 Availability of the Operating Platform

The service levels are distinguished by availability as detailed in Appendix 1 attached hereto.

- Service shut-downs related to the elements that are not the Publisher's responsibility,
- Scheduled shut-downs for the maintenance of the Operating Platform.

5. ONLINE SUPPORT AND MAINTENANCE

5.1. Description of support and maintenance services

The Publisher undertakes to provide on-line support for the Operating Platform.

As part of the support, the Customer shall benefit from the following services:

- Access to the support portal, for support request notifications;
- Access to telephone support, for support request notifications and malfunction notifications.

Under this Agreement, the Publisher shall provide support for the Operating Platform through a team of support technicians. Except for public holidays and exceptional days when the Publisher is closed, and except in cases of force majeure as defined herein, the hours of intervention of this support team (Paris time) shall be Monday to Friday, 8:30 a.m. to 12:30 p.m. and 1:30 p.m. to 6:00 p.m. (Paris time).

The Customer shall benefit from an online support service for any Malfunction encountered during the use of the Operating Platform, by connecting to the portal available 24 hours a day and 7 days a week at the URL communicated to it by the Publisher.

The support shall consist of providing responses to the Malfunctions encountered during the use of the Operating Platform.

There shall be an intervention sheet for the Customer on the Web portal stating: the time the Malfunction is entered, the time of the callback, the description of the request and the solution proposed by the Publisher.

The online support services do not cover problems related to hardware and software not provided by the Publisher under the Agreement or to the Customer's networks. This support does not replace the training or installation service provided by the Publisher under a separate agreement.

As a result, any travel (time spent and travel expenses) carried out in order to resolve a problem attributable to the Customer shall be charged according to the rate in force on the day of the service, following a quotation previously accepted by the Customer.

In addition, the Publisher shall install updates to the Software Package on the Operating Platform when provided for by the maintenance level subscribed to in a separate agreement. Updates to the Software Package shall be carried out under the conditions described in the subscribed maintenance agreement.

5.2. Exclusions

Any interventions by the Publisher arising from the following are not included in the services:

- a compatibility problem between the hardware supplied by the Publisher and any other hardware

belonging to the Customer that does not meet the existing technical prerequisites or the failure of the latter;

- the failure of one of the elements comprising the Customer's software environment (operating system, other software or software packages, network systems, etc.);
- generally, non-compliance by the Customer with its obligations under the Agreement.

5.3. Additional services

The Agreement concerns only the right to use the Operating Platform and access to the associated services, and does not cover additional services recommended by the Publisher or requested by the Customer to meet its specific needs. As such, for example, consultancy, training and specific development services shall be the subject of a separate agreement between the Customer and the Publisher.

6. HOSTING SERVICES

In return for the payment of the Service fee, the Customer shall also benefit from the following services:

6.1. 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 allowing the Publisher to ensure the Operating Platform functions, on behalf of the Customer, shall remain the property of the Publisher and that the Publisher or its subcontractor does not guarantee the Customer exclusive use of such equipment for its own needs.

In addition, access to the Operating Platform requires an internet connection and computer equipment, which remain the Customer's exclusive responsibility under the terms and conditions defined in Article 6.5.

6.2. Security Measures

The Publisher shall ensure that the entire Operating Platform, the results, the processing and transmission operations carried out and the backups made on the Operating Platform are protected, under the physical and logical security rules applicable to the Services and available upon request.

The Publisher shall take all the necessary precautions in accordance with best practices in order to avoid the introduction of any harmful programme into the Operating Platform or the Customer's information system and shall take appropriate measures if it finds such programs exist. The Publisher shall inform the Customer of any attempted intrusions, as soon as it becomes aware thereof.

6.3 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.

6.4 Data storage

The Publisher undertakes to ensure that the hosted data are backed up, in accordance with the provisions specified in the Purchase Order. The Publisher is solely responsible for making any improvements to these provisions.

The backups carried out by the Publisher must protect the

Customer against the total or partial loss of the configuration data, the Customer's data and the elements necessary for the Hosted Platform to function.

The Customer shall have an opportunity to ask the Publisher for the data kept by the Publisher on a hardware medium defined between the Parties or an increase in the storage volume, according to the current price list.

6.5 The network

The Operating Platform 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.

- 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 Operating Platform, the Publisher shall be entitled to apply the provisions of the article entitled "Termination".

7. FINANCIAL TERMS AND CONDITIONS

The amount of the fee defined in the Purchase Order is constant over the Initial Period, subject to any changes in the scope of use and subscription to additional services.

The annual fee is invoiced monthly. It is payable monthly, in advance, by direct debit. In this respect, the Customer undertakes to sign the Direct Debit mandate to set up such payments.

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 Publisher reserves the right to revise the amount of the 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.

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.

Should the Customer terminate the Agreement under the conditions of the "Termination" article, then subsequently subscribe to a new agreement for the purpose of obtaining the Services again, the Publisher reserves the right to charge the Customer an additional cost amounting to the total amount of the fees that would have been charged had the Customer not terminated the performance of the Services.

8. LATE PAYMENT

Any late payment shall result in the application of late payment penalties, eight (8) days after formal notice has remained unheeded, at three times the statutory interest rate, prorated to the number of days overdue in addition to the flat-rate penalty of €40 fixed by decree.

In the event of non-payment of an 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, and suspend the Services. No netting may occur without the Publisher's formal agreement.

Such suspension shall not entail any change in the amount of the monthly fee which remains due for the entire current period.

The service shall resume as soon as the cause of suspension has been removed without an extension of the current period.

9. DECLARATION

The Customer declares that it is familiar with the Internet, its characteristics and its limitations, and acknowledges in particular:

- that the transmission of data over the Internet is not fully reliable from a technical standpoint, as data circulate on heterogeneous networks with different technical characteristics and capabilities that are sometimes saturated at certain periods of the day;

- that certain specific networks may depend on specific agreements and be subject to access restrictions that shall not allow access to the Services.

- that users of the Services may be located anywhere around the world, and that the content of the Services may be reproduced, represented or more generally distributed without any geographical limitation;

- that the data circulating on the Internet is not protected against possible misappropriation and therefore the communication of passwords, confidential codes and more generally any sensitive information shall be carried out by the Customer at its own risk;

- that the provision of the content of the Services to users may be subject to intrusion by unauthorised third parties and therefore be corrupted despite the Publisher granting password-protected access.

10. COLLABORATION

To enable the Services to be performed, the Customer undertakes in particular:

- to provide the Publisher with any information it requests which it needs to understand and resolve the Malfunctions encountered;
- to appoint a competent contact person, from among its staff, to be in charge of handling Malfunctions and available during any intervention by the Publisher;
- to facilitate access for the Publisher's staff to all of its facilities if necessary, to provide the Publisher's staff with free access to the premises and to indicate to the staff an appropriate contact person;
- install and administer its equipment and applications not provided by the Publisher as well as its networks.

11. RELATIONSHIP MANAGEMENT

The Parties shall determine the conditions for monitoring and coordinating the actions and services provided for in the Agreement, including through regular meetings instigated by either Party or, if problems arise, instigated by the Publisher.

The purpose of this monitoring is to:

- analyse the services provided during the previous period, in particular in relation to service level indicators;
- prepare the work for future periods;
- recommend the changes in hardware, software and human resources necessary for changing needs and for optimising quality and costs and monitor their implementation by either Party;

However, the functioning of any ad hoc monitoring body does not in any way constitute interference in each Party's role and responsibilities.

Furthermore, the decisions of any ad hoc monitoring body may only modify the contractual bases if they are ratified by an amendment signed by persons authorised to represent the Parties.

12. LIABILITY

The Publisher shall perform its contractual obligations with all possible care applied in its profession.

Under this Agreement, the Publisher is bound by a best efforts obligation and shall not be held liable for any delay in the performance of the aforementioned Services. In addition, the Publisher cannot be held liable for any reckless application or lack of application of the instructions for use provided as part of support or advice not provided by the Publisher itself.

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

Except in cases of infringement proceedings, any third party claim against the Customer constitutes indirect damage and, therefore, does not give rise to compensation. Should the Publisher's liability be recognised hereunder by a final decision of a competent court, the compensation that may be claimed from it shall be expressly limited to the amount of the fee received by the Publisher, for the Services, for the twelve (12) month period in progress when the damage occurred.

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.

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

13. 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.

14. 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.

15. TERMINATION

The Customer may terminate this agreement, in whole or in part, at any time during the Initial Period or any New Period, subject to sending notice by registered letter with acknowledgement of receipt before the fifteenth (15th) of the current month.

The termination shall be effective 30 days after the date on which the termination letter is received plus, where applicable, the remaining monthly period.

If one of the Parties breaches a core obligation provided for in this agreement, not repaired within thirty (30) calendar days from the sending of a registered letter with acknowledgement of receipt providing notice of the breach in question, the other Party may assert the termination of the agreement subject to any damages that it could claim hereunder.

When the breach corresponds to a breach of the conditions of use of the Software Package, the termination shall automatically take effect at the end of the thirty (30) day period referred to above. When the breach corresponds to an unjustified delay in payment, the termination shall automatically take effect at the end of the period set by a second registered letter with acknowledgement of receipt providing notice of the Publisher's decision to terminate the agreement.

In any event, all of the aforementioned termination cases imply that the Customer no longer has the right to access the Services.

The termination, or the end for any reason whatsoever, of this agreement shall not give rise to the repayment of the sums received by the Publisher.

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.

17. MISCELLANEOUS PROVISIONS

Personal data: The applicable conditions concerning personal data are defined in the appendix relating to 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.

Management of cookies: In connection with the provision of the Services, the Publisher may use cookies, particularly in order to obtain information on the traffic generated on the Publisher's website allowing access to the Operating Platform and to determine the use made by users of the information, modules and tools made available on the Operating Platform. The information collected allows the Publisher to check the relevance of the navigation scheme with the information provided on the Operating Platform. The Customer is informed that it may refuse cookies, or be informed when a website wants to write a cookie by adjusting their browser preference settings.

However, the Customer is advised that such deactivation may prevent the use of the Publisher's website or certain features of this website and therefore of the Operating Platform.

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 www.akanca.com website 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 www.akanca.com website. 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.

Notifications: All notifications 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.

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.

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.

References: The Publisher may mention the Customer's name 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.

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.

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 causal event and therefore irrevocably waives the right to bring any action against the Publisher or any of the companies of the group to which it belongs before any court on this basis.

18. LAW AND 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.