

GENERAL TERMS AND CONDITIONS FOR THE EDI SERVICE
AKANEA DEVELOPPEMENT

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 has chosen the Publisher's platform on the basis of the documentation. The Publisher's platform is a standard IT offer. The Customer is therefore responsible for having an infrastructure compatible with the Publisher's platform.

The Customer therefore wished to subscribe to the EDI service provided by Akanea Développement, entered in the Lyon Trade and Companies Register under No.330 573 775, (hereinafter the "Publisher") in accordance with the terms provided for in these General Terms and Conditions.

DEFINITIONS

Software Package: this term applies to software packages compatible with the EDI Service, in object code form, marketed by the Publisher and for which the Customer has acquired a user licence under a separate agreement.

EDI Service: this term refers to an Electronic Data Interchange (EDI) service via the Publisher's EDI platform, accessible through compatible Software Packages and performing the functions of routing and formatting EDI or fax flows between the Customer and its third-party correspondents.

The translations and routing of EDI or fax flows are carried out according to the message formats and via the exchange protocols described in the EDI Service descriptive appendix.

Any other data format requested by the Customer or its correspondents must be the subject of a prior study and a specific service offer.

Agreement: Agreement means 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 Agreement reference,

As from its acceptance by the Customer, these General Terms and Conditions shall exclusively govern all of the Customer's EDI orders.

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.

1. PURPOSE

The purpose of these General Terms and Conditions is to define the terms and conditions under which the Publisher shall provide the EDI Service to the Customer.

2. PROVISION OF THE EDI SERVICE

The Publisher has used the services of a service provider, a telecommunications operator (hereinafter "the Service Provider") for the implementation and operation of certain components of the EDI Service.

The Publisher shall be free to choose the Service Provider for the entire duration of the EDI Service.

If the Publisher and a Service Provider stop collaborating, the Publisher undertakes to replace it in order to ensure the continuity of the EDI Service. The Publisher shall not be required to inform the Customer of any change which cannot under any circumstances constitute a cause for termination of the EDI Service by the Customer.

However, if the Publisher cannot find a replacement for a Service Provider, the Publisher shall notify the Customer

and terminate the current EDI Service with six (6) months' notice, reimbursing the Customer pro rata temporis for any sums already received for the period after these six (6) months.

3. DURATION

The term of this Agreement is twelve (12) months from the date of the 1st EDI Service invoice sent to the Customer, unless otherwise specified in the Purchase Order.

This Agreement shall be automatically renewed for successive periods of one (1) year, unless terminated by the Publisher or the Customer by registered letter with acknowledgement of receipt, at least one (1) month before the current period expires.

4. COLLABORATION

The Customer undertakes to make available to the Publisher all the information and documents necessary to perform the EDI Service under the right conditions.

5. TERMS OF ACCESS, USE AND SUPPORT

The EDI Service involves using the Internet network and requires access to this network by the Customer. Since this access is not provided by the Publisher, the Customer declares that it shall be responsible for accessing the telecommunications services essential to the EDI Service.

The EDI Service may only be subscribed to by a Customer owning and using versions of Software Packages compatible with this EDI Service. The technical prerequisites are available upon the Customer's simple request.

Throughout the duration of the EDI Service, the Customer undertakes to maintain the compatibility of the Publisher's software packages with the EDI Service by installing the Software Package updates whenever necessary. The Customer acknowledges that it has been informed that the EDI Service could not operate without maintaining this compatibility.

The right of use is granted solely for the Customer's internal operating requirements and within the limit of the Named Users. The Publisher shall provide the Customer with telephone support in connection with the use of the EDI Service, provided that the Customer has entered into a Software Package maintenance agreement. The Customer therefore has access to telephone support under the terms and conditions set out in the Software Package maintenance agreement. The Publisher does not provide telephone support dedicated solely to the EDI Service. The Software Package maintenance agreement, previously signed by the Customer, shall therefore continue to apply to any telephone support provided to the Customer and relating to difficulties encountered in the use of both the Software Packages and the EDI Service.

The Customer expressly declares that it has read and accepts said terms and conditions.

6. FINANCIAL TERMS AND CONDITIONS

6.1 The price corresponding to the ordered EDI Service appears in the Purchase Order. The pre-tax amount of the EDI Service shall be increased by the applicable taxes.

The price charged includes a unit cost per message and possibly, if mentioned in the Purchase Order, a monthly

subscription fee for the EDI Service. The pre-tax amount of the EDI Service shall be increased by the applicable taxes.

Invoices are payable within thirty (30 days) from date of invoice, net and without discount, by direct debit.

Invoices shall be issued monthly, quarterly or annually, according to the terms of the Purchase Order, payable in advance unless otherwise specified.

Any on-line launch costs borne by the Publisher when implementing the EDI Service shall be borne by the Customer and payable upon signature hereof.

All EDI Service fees are invoiced annually from 1 January to 31 December, with the exception of the first year, when they shall be invoiced pro rata temporis calculated between the signature of the purchase order or the agreement and 31 December.

Notwithstanding the provisions of Article 1342-10 paragraph 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.

By express agreement and unless an extension is requested in time and granted by the Publisher in particular, any late payment shall give rise, without prior formal notice, to the application of a fixed legal charge of €40, plus late penalties at the rate of three times the legal interest rate, calculated per day overdue.

Furthermore, the Publisher reserves the right, after formal notice, to suspend the EDI Service until the sums owed have been paid in full and, where applicable, to automatically terminate the EDI Service, with immediate effect. All unpaid costs, following a bank rejection of a payment by the Customer, and/or all costs of restarting the EDI Service, following a suspension thereof for non-payment, shall remain the Customer's 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.

6.2 The Publisher reserves the right to revise the amount of the EDI Service 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.

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.

Finally, should the Customer continue to use a N-2 or earlier version, the Publisher may decide as of right to increase the fee during the Agreement, subject to one month's notice by registered letter with acknowledgement of receipt, with no ceiling limit. This increase shall be added to the annual increase provided for in the first paragraph of this article and shall cease when the Customer has updated to a N or N-1 version.

7. OWNERSHIP

Access to the EDI Service does not result in any transfer of rights and does not generate any rights for the Customer other than those specified in these general terms and conditions.

Any information provided by the Customer or automatically generated is the Customer's property. The Publisher shall not acquire any rights to the data temporarily stored on the EDI platform.

8. LIABILITY

The Publisher, which undertakes to perform the EDI Service in accordance with the standard practices of its profession, know-how, experience and expertise, is subject to a best efforts obligation.

The Customer is informed that the Publisher is not responsible for 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. The Publisher cannot be held liable for difficulties in accessing the EDI Service due to the saturation of the networks.

It is also expressly stated that the Internet network 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 and their own use policies. No one can guarantee the proper functioning of the Internet as a whole.

The Publisher shall not be held liable for any delay in the performance of the EDI Service.

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 EDI Service by the Customer as well as any loss or deterioration of information or data.

Any damage suffered by a third party shall be considered indirect damage and shall therefore not give rise to compensation.

Furthermore, EDI exchanges and associated protocols are subject to standardisation. These standards shall evolve under the guidance of the responsible official bodies.

The Publisher shall exclusively embark upon the changes in protocols imposed by the tax authorities for regulatory purposes within a maximum period of six (6) months after said administrations have provided the final specifications.

The Publisher reserves the right to refuse any changes to the EDI protocol not imposed by regulatory aspects.

Given the specific nature of the EDI Service, the Publisher may not be held liable in the following cases:

- errors in handling and/or interpreting the data entered and processed as well as any delay by the Customer in the exploitation and transmission of EDI data for regulatory purposes (for example: Customs clearance

- process for goods using mandatory data within a given time limit);
- suspension or interruption of the EDI Service by the Publisher due to the Customer's failure to comply with all contractual provisions and in particular in the event of non-payment;
 - difficult conditions of access to the Internet;
 - malfunctions related to the telecommunications networks;
 - 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 Service Provider, or misuse by the Customer or its correspondents and/or its own customers;
 - inability of the Customer or its correspondents to send or receive EDI flows.
 - the Customer's refusal to install updates to the Software Package for compatibility with the EDI Service.

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 to the Publisher by the Customer for the EDI Service in the year in which the breach 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.

The provisions of these terms and conditions establish an allocation 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. ASSIGNMENT

In no case may this agreement be fully or partially assigned, for consideration or free of charge, by the Customer, without the Publisher's prior written consent.

11. TERMINATION

In the event of a breach by one of the parties of the obligations herein, not repaired within thirty (30) days of the registered letter with acknowledgement of receipt providing notice to that effect, the other party may assert the termination of the agreement subject to any damages it may claim. 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.

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.

12. CONFIDENTIALITY

The parties may have access to the other party's confidential information under the Agreement. Confidential information includes the terms and prices of the Agreement, and any other information received by the Customer.

Confidential information does not include information which, in the absence of fault, is in the public domain, information which the receiving party had in its possession prior to its disclosure, without having received it from the other party, and information which is communicated to the parties by third parties, without a confidentiality condition.

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 the Agreement. The terms of this obligation shall be valid for the entire period of validity of the Agreement and for two (2) years following its end.

All documents communicated by the Publisher hereunder shall remain its exclusive property and shall be returned to it upon its simple request.

13. 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.

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.

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, or any new connection to the Extranet, 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.akanea.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.akanea.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 Software Packages 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.

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 may mention the Customer's name for the promotion of the EDI Service.

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 was changed.

14. LAW & ASSIGNMENT OF JURISDICTION

This document 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.