

**GENERAL TERMS AND CONDITIONS OF USE AND SUPPORT
FOR AKANEA DEVELOPPEMENT SOFTWARE PACKAGES**
Limited duration of use

FOREWORD

Akanea Développement (hereinafter "the Publisher") publishes and markets information management software packages and supplies associated services for companies in the agri-food, transport, and logistics sectors.

The Customer has chosen the software package identified in the Special Terms and Conditions (hereinafter the "Software Package") on the basis of the Documentation and the information it acknowledges having received.

It also acknowledges having had the opportunity to ask the Publisher for a detailed presentation of the Software Package and all necessary information describing the functionalities of the Software Package, in accordance with Articles 1112 et seq. of the French Civil Code.

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.

Definitions

In the context hereof, the term "Anomaly" refers to a malfunction of the Software Package, reproducible by the Publisher, preventing its use in accordance with the Documentation associated with the Software Package.

The term "Adaptations" means a group of services provided by the Publisher and composed of specific developments, interfaces and the customisation of editions, for which a user licence is granted to the Customer under this Agreement.

The term "Customer" means any legal entity or natural person acting on behalf of a legal entity, using the functionalities of the Software Packages for internal management purposes.

The term "Agreement" refers to, in decreasing order of legal value, these General Terms and Conditions, 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 (GTCP), unless expressly waived by the Publisher in writing.

The term "Documentation" means the description of the functionalities and instructions for using the Software Package. 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.

The term "Update" means a regulatory or corrective updating or an upgrading of the Software Package provided by the Publisher to the Customer. Updates do not include future versions, modules, options or products that the Publisher provides under separate additional licences.

The term "Corrective Update" refers to a new version of the Software Package with corrections of Anomalies.

The term "Minor Update" means a new version of the Software Package with improvements to existing functionalities, but with no functional and/or technical changes such that they can be qualified as Major Updates.

The term "Major Update" means a new version of the Software Package with improvements or new functionalities of such magnitude that they fundamentally change the previous version, including new functions covering needs that were not covered by the previous version.

The term "New Product" means a new computer program with similar functionalities, improved or otherwise, to that of the Software

Package for which it may be substituted, but developed in another programming language than that used for the Software Package for which it may be substituted and/or to run on another technical platform. A New Product may have the same name as a previous product.

The term "Software Package(s)" means a complete set of computer programs designed by the Publisher to be provided to several users for the same application and function.

The terms "Use" or "To Use" mean to run the Software Package in order to process the Customer's operations.

The term "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 1 - Purpose

The Agreement describes the conditions under which the Customer is authorised to use the Software Packages and access the associated support services.

The Publisher authorises the Customer to Use the Software Packages and their Documentation, for a limited period, on a non-exclusive, non-assignable basis, within the limit of the Named User(s) acquired and in accordance with their intended use as described in the Agreement and in the Software Package documentation.

Support services vary according to the package chosen by the Customer.

Article 2 - Disclaimer

The Customer has chosen the Software Package on the basis of the documentation and information it acknowledges having received.

It is up to the Customer to assess its own needs extremely accurately, ascertain whether they match the Software Package and ensure that it has the specific expertise to Use the Software Packages.

It is up to the Customer to ensure that its own structures can accommodate the processing of Software Packages and that it has the necessary expertise to implement it. Finally, it is the Customer's responsibility to check whether the Software Packages are appropriate for its technical environment.

The Customer acknowledges that it has been informed of the possibility of being assisted by the Publisher or any professional of its choice, if it considers that it is unable to Use said Software Package in accordance with the terms and conditions set out herein.

Article 3 - Terms and Conditions of Use and Support

3.1 Terms and Conditions of Use

a) Right of use

The Customer has a personal right to use the Software Package, exclusively in the form of object code, which is granted to it solely for its internal operating needs and within the limit of the acquired rights, during the term of the Agreement, in return the fee provided for in the Article entitled "Prices and Payment".

Consequently, the Software Package must be used:

- In accordance with the provisions of this Agreement and the requirements contained in the Documentation;
- Solely for the Customer's personal and internal requirements, by the Named Users, to the exclusion of any third party to its company or service bureau services;
- By qualified authorised staff who have previously completed appropriate training in the use of the Software Package in order to obtain the desired results;
- On an Approved Configuration, and for a given location site as defined in the Specific Terms and Conditions (hereinafter the "Site").

Setting up the hosting of the Software Package with a third-party outsourcer is authorised, with the Publisher's prior agreement. Within the framework of outsourcing, the third party performing the services, its possible hosting subcontractor and the Customer are all three subject to compliance with these Terms and Conditions of Use and the Customer shall guarantee this. No novation is therefore made. In addition, all invoices relating to the Software Package shall remain payable by the Customer directly and shall be paid by it to the Publisher.

Any unauthorised use by the Customer hereunder is unlawful pursuant to the provisions of Article L. 122-6 of the French Intellectual Property Code.

The Customer is authorised to make a single copy of the Software Package medium for backup and security purposes and to keep it on the Site.

Any backup copy is automatically the property of the Publisher and must mention all the retention of ownership arrangements indicated in the Software Package.

In accordance with the law, the Publisher exclusively reserves the right to correct anomalies in the Software Package.

If the Customer wishes to decompile the Software Package for the purpose of interoperability, the Parties shall jointly agree in advance on the terms and conditions for the provision of the service.

Any element of the Software Package that may be included in a separate software package remains subject to the provisions of this Agreement.

b) Limit to use of the Software Package

By accepting this right to use the Software Package, the Customer shall refrain from infringing the Publisher's legitimate interests.

Consequently, it shall refrain from any type of use not explicitly provided for by law in favour of the Customer or not expressly authorised by this Agreement, and in particular from:

- Using the Software Package or making a backup copy thereof outside the conditions stipulated herein,
- Correcting or having a third party correct any anomalies in the Software Package, without the prior written consent of the Publisher,
- Granting a loan, lease, assignment or any other type of provision of the Software Package or its Documentation, regardless of the means, including via the Internet,
- Distributing or marketing the Software Package, whether in exchange for payment or free of charge, or using it for third party training purposes,
- Decompiling the Software Package outside the conditions stipulated in this Agreement and in particular for the purpose of designing, producing, disseminating or marketing a similar, equivalent, or substitute software package,
- Adapting, modifying, transforming or arranging the Software Package, particularly in order to create derivative features or new features of a derivative or completely new software package, except within the limits defined in the Documentation,
- Transcribing or translating the Software Package into other languages, as well as modifying it even partially, in particular for use in any configuration other than the Approved Configuration.

The Customer's compliance with the above provisions is a key condition of this licence for the Publisher.

c) Audit

The Customer must provide a certificate of compliant use of the Software Package under the terms of this Agreement, at the Publisher's request.

The Customer must also provide a list of the Named User(s) at the Publisher's first request.

If the Software Package is equipped with a function for tracking its use, the Customer undertakes to activate this function upon the Publisher's simple request and to provide the Publisher with the file containing this information, said file constituting a certificate as mentioned in the paragraph above.

If the Customer refuses to activate the aforementioned function allowing the Publisher to ensure that the Customer is using the Software Package in accordance with this Agreement or if the Software Package does not have this function, the Publisher may carry out an on-site audit.

If the file or the on-site audit reveals a use which surpasses the rights acquired by less than 10%, the Customer shall then be charged the additional fees. If the difference was more than 10%, then the additional fees charged would be increased by 50% plus the audit costs incurred by the Publisher. Furthermore, if the Customer uses a function or option for which it has not acquired rights, the Publisher shall then charge the additional fees in accordance with the current price list.

Customer information collected during audit operations shall be considered as confidential information within the meaning of the "Confidentiality" article herein and may only be used for the purposes of the audit and any necessary adjustments.

3.2 Support Terms and Conditions

The Publisher offers its maintenance services for the Software Package as part of three offers: the "Essential" offer, the "Evidence" offer and the "Comprehensive" offer. Unless otherwise stated in the Special Terms and Conditions, the Publisher's "Essential" services shall be those provided by default to the Customer.

These maintenance services relate exclusively to the Software Package that is the subject hereof.

Furthermore, the Publisher also offers maintenance services on Adaptations that are described in Article 3.2.4 below. These services shall only be performed as long as the Customer expressly subscribes to them according to the financial terms and conditions set out in the Special Terms and Conditions.

3.2.1 The Publisher's "Essential" offer

a) "Essential" support

For the maintenance of the Software Package, the Publisher shall provide technical and functional support through a team of technicians and specialists.

Except for public holidays and exceptional days when the Publisher is closed, and except in cases of force majeure as defined in article 11 hereof, the hours of intervention of this support team shall be Monday to Friday, 9:00 a.m. to 12:00 p.m. and 2:00 p.m. to 6:00 p.m. (Paris time).

The Publisher reserves the right to change its working hours and shall notify the Customer of the new working hours by any means at its discretion.

In order to receive support, the Customer must contact the Publisher's team of technicians during the support hours by telephone on the number previously communicated to it or connect to the Publisher's Web Assistance portal, available 24 hours a day, 7 days a week at the URL provided to the Customer at the time of the order. This portal allows trained Users to report Anomalies or any requests for support.

The Publisher undertakes to respond to the Customer's request within a maximum of eight (8) working hours from the Customer's call

recorded by the Publisher's team of technicians or the entry of the Customer's declaration on the extranet.

The Response Time for an Anomaly or a request for support refers to the time necessary for the assignment of one of the Publisher's workers to handle the request sent by the Customer. The response to the Anomaly or the request by the Publisher's support team shall be conveyed by a Customer callback or an email from the Publisher.

The Customer shall provide the Publisher with any requested element in order to qualify the Anomaly or the request.

Software Package maintenance includes the following services:

- Access to the Publisher's remote maintenance service. This remote maintenance service shall be performed exclusively within the framework of the Publisher's procedure available from the Publisher. The version of this procedure in force at the time of the signing of this Agreement shall be sent to the Customer after the signing hereof.

- The provision of Corrective Updates and Minor Updates to the Software Package subject to the provisions of this article. The need to implement an Update shall be decided unilaterally by the Publisher in view of legal and technological developments.

- Access to a Software Package knowledge certification program permitting a centralised assessment of their ability to use software.

Any exchange of programs or data between the Customer and the Publisher must comply with the media standards in force at the Publisher at the time of dispatch.

Updates must be installed by competent persons at the Customer's site after they have been tested in a test environment identical to that in which the Software Package is used.

In order to enable the Publisher to perform the remote maintenance service and identify the incident, the Customer undertakes to allow the Publisher to have remote access to the hardware on which the Software Package is installed or with which it is used.

In the event of an incident, if the Customer was unable to implement the solutions recommended by the Publisher or if the Publisher was unable to identify the incident, the Publisher shall propose to the Customer an on-site intervention if it deems this necessary and after attempting remote intervention via the remote maintenance service. Any on-site intervention shall be invoiced for the time spent on the basis of the rate in force at the time of the intervention. The Customer shall remain responsible for travel and possibly accommodation expenses, justified by supporting documentation, with the understanding that any day started shall be invoiced for the whole day.

The Customer undertakes to provide the Publisher with an office, the initial documentation provided by the Publisher, and any subsequent updates, the possibility of questioning one or more competent members of the Customer's staff who have experienced the problem in question, and free access to the machine where the incident occurred, as well as free use of the machine time and memory space necessary to correct said incident.

This Agreement covers exclusively French territory including the French overseas departments and territories. It is limited to maintenance at the Customer's site indicated in the Special Terms and Conditions. In the event of a site relocation or a change of machine, the Customer must inform the Publisher in writing before the relocation or change in question.

B) Optional services

Under the "Essential" Offer, the Customer, in addition to the maintenance services described in point a) above, may subscribe to the following optional services:

- 2-hour Top Priority (Response Time):

For any Anomaly reported to the Publisher by the Customer, via the Publisher's Web Assistance portal or via the telephone services, the Publisher undertakes to respond to said Anomaly within two (2) working hours.

- Verification and Maintaining in Operational Condition

In the event of a loss of configuration of access to the server by a workstation, the Publisher shall carry out a remote maintenance intervention to ensure its reconfiguration within a limit of 5 workstations per year. In addition, one of the Publisher's technicians shall take preventive initiatives on the Customer's server every 6 months in order to check the disk capacity, the database (space, index, fragmentation), and the backup (active and consistent).

- On-Call Technical Support:

Provision of extensive telephone support on the Software Packages to resolve certain defined technical issues.

- Support review meeting:

Analysis of requests for interventions to the Publisher's support team. On this occasion, a quarterly report shall be drafted and presented during a telephone meeting. The report shall be accompanied by statistics and a set of recommendations aimed at maintaining and improving the Customer's performance.

- Customisation service

On the basis of the Publisher's catalogue of services, the Customer may choose a service hours package.

- E-learning

The Customer may access, via the Internet, an online training platform consisting of videos and visual learning materials and revisions on the key functions and new features offered in the Software Packages.

- Expertise and Proximity Agreement (EPA)

In order to ensure continuous improvement of the use of the Software Packages, the Publisher offers to make available at the Customer's operating site the expertise of a consultant designated as the primary contact for optimal use of the Software Packages.

These optional services may be available to Customers having subscribed to the "Essential" Support offer under the pricing conditions described in the Special Terms and Conditions at the time of their request and may be ordered at any time throughout the duration of this agreement. As such, these optional services shall be invoiced separately.

If the Customer has not used all of its annual services after an annual maintenance period, these services cannot be carried forward to the following year.

3.2.2 The Publisher's "Evidence" Offer

a) "Evidence" Support

As part of the "Evidence" offer, the Publisher provides the Customer with the following services:

- Telephone support hours (Paris time): Monday to Friday, 8:30 a.m. to 12:30 p.m. and 2:00 p.m. to 6:00 p.m., except for public holidays and exceptional days when the Publisher is closed and except in cases of force majeure as defined in Article 11 hereof. The Publisher reserves the right to change its working hours and shall notify the

Customer of the new working hours by any means at its discretion. In order to receive support, the Customer must contact the Publisher's team of technicians during the support hours by telephone on the number previously communicated to it or connect to the Publisher's Web Assistance portal, available 24 hours a day, 7 days a week at the URL provided to the Customer at the time of the order. This portal allows trained Users to report Anomalies or any requests for support.

- Access to the Publisher's remote maintenance service. This remote maintenance service shall be performed exclusively within the framework of the Publisher's procedure available from the Publisher. The version of this procedure in force at the time of the signing of this Agreement shall be sent to the Customer after the signing hereof.

- The provision of Corrective Updates and Minor Updates to the Software Package subject to the provisions of this article. The need to implement an Update shall be decided unilaterally by the Publisher in view of legal and technological developments.

- Access to a Software Package knowledge certification program permitting a centralised assessment of their ability to use software.

- 4-hour Priority Support (Response Time):
 For any Anomaly reported to the Publisher by the Customer, via the Publisher's Web Assistance portal or via the telephone services, the Publisher undertakes to respond to said Anomaly within four (4) working hours.

- Support review meeting:
 Analysis of requests for interventions to the Publisher's support team. On this occasion, a quarterly report shall be drafted and presented during a telephone meeting. The report shall be accompanied by statistics and a set of recommendations aimed at maintaining and improving the Customer's performance.

- Verification and Maintaining in Operational Condition
 In the event of a loss of configuration of access to the server by a workstation, the Publisher shall carry out a remote maintenance intervention to ensure its reconfiguration within a limit of 5 workstations per year. In addition, one of the Publisher's technicians shall take preventive initiatives on the Customer's server every 6 months in order to check the disk capacity, the database (space, index, fragmentation), and the backup (active and consistent).

- Customisation service
 On the basis of the Publisher's catalogue of services, the Customer may choose a service hours package. To this end, it has a credit of three (3) hours of service.

- E-learning
 The Customer may access, via the Internet, an online training platform consisting of videos and visual learning materials and revisions on the key functions and new features offered in the Software Packages.

b) Optional Services

Under the "Evidence" Offer, the Customer, in addition to the maintenance services described in point a) above, may subscribe to the following optional services:

- 2-hour Top Priority (Response Time):
 The Publisher undertakes to respond to the Customer's request within two working hours from the Customer's call recorded by the Publisher's team of technicians. Under the Evidence offer, the customer has one (1) free 2-hour Top Priority call.

- 1-hour Priority Support (Response Time):

The Publisher undertakes to respond to the Customer's request within one working hour from the Customer's call recorded by the Publisher's team of technicians.

- On-Call Technical Support:
 Provision of extensive telephone support on the Software Packages to resolve certain defined technical issues.

- Expertise and Proximity Agreement (EPA)
 In order to ensure continuous improvement of the use of the Software Packages, the Publisher offers to make available at the Customer's operating site the expertise of a consultant designated as the primary contact for optimal use of the Software Packages.

These optional services may be available to Customers having subscribed to the Comprehensive Support offer under the pricing conditions described in the Special Terms and Conditions at the time of their request and may be ordered at any time throughout the duration of this agreement. As such, these optional services shall be invoiced separately.

If the Customer has not used all of its annual services after an annual maintenance period, these services cannot be carried forward to the following year.

3.2.3 The Publisher's "Comprehensive" Offer **a) "Comprehensive" support**

As part of the "Comprehensive" offer, the Publisher provides the Customer with the following services:

- Telephone support hours (Paris time): Monday to Friday, 8:30 a.m. to 12:30 p.m. and 1:30 p.m. to 6:00 p.m., except for public holidays and exceptional days when the Publisher is closed and except in cases of force majeure as defined in Article 11 hereof. The Publisher reserves the right to change its working hours and shall notify the Customer of the new working hours by any means at its discretion. In order to receive support, the Customer must contact the Publisher's team of technicians during the support hours by telephone on the number previously communicated to it or connect to the Publisher's Web Assistance portal, available 24 hours a day, 7 days a week at the URL provided to the Customer at the time of the order. This portal allows trained Users to report Anomalies or any requests for support.

- Access to the Publisher's remote maintenance service. This remote maintenance service shall be performed exclusively within the framework of the Publisher's procedure available from the Publisher. The version of this procedure in force at the time of the signing of this Agreement shall be sent to the Customer after the signing hereof.

- The provision of Corrective Updates and Minor and Major Updates to the Software Package subject to the provisions of this article. The need to implement an Update shall be decided unilaterally by the Publisher in view of legal and technological developments.

- 2-hour Priority Support (Response Time):
 For any Anomaly reported to the Publisher by the Customer, via the Publisher's Web Assistance portal or via the telephone services, the Publisher undertakes to respond to said Anomaly within two (2) working hours on the basis of 80% of calls.

- Access to a Software Package knowledge certification program permitting a centralised assessment of their ability to use software.

- Annual technical review meeting at the Customer's request in agreement with both parties.
 On this occasion, a technician conducts a remote audit of use of the Customer's IT environment and provides it with technical review

presenting recommendations and areas for improvement of its environment following meeting.

- Technical security services

At the customer's request, the Publisher intervenes by remote maintenance to reinstall and restart the Software Package or the peripheral solutions installed by the Publisher, in accordance with the technical prerequisites of the initial installation, according to the terms and conditions available from the Publisher.

- Verification and Maintaining in Operational Condition

In the event of a loss of configuration of access to the server by a workstation, the Publisher shall carry out a remote maintenance intervention to ensure its reconfiguration within a limit of 5 workstations per year. In addition, one of the Publisher's technicians shall take preventive initiatives on the Customer's server every 6 months in order to check the disk capacity, the database (space, index, fragmentation), and the backup (active and consistent).

- Customisation service

On the basis of the Publisher's catalogue of services, the Customer may choose a service hours package. To this end, it has a credit of six (6) hours of service. For services ordered beyond the credit mentioned above, these optional services shall be invoiced separately.

- E-learning

The Customer may access, via the Internet, an online training platform consisting of videos and visual learning materials and revisions on the key functions and new features offered in the Software Packages.

b) Optional Services

Under the "Comprehensive" Offer, the Customer, in addition to the maintenance services described in point a) above, may subscribe to the following optional services:

- On-Call Technical Support:

Provision of extensive telephone support on the Software Packages to resolve certain defined technical issues.

- Expertise and Proximity Agreement (EPA)

In order to ensure continuous improvement of the use of the Software Packages, the Publisher offers to make available at the Customer's operating site the expertise of a consultant designated as the primary contact for optimal use of the Software Packages.

These optional services may be available to Customers having subscribed to the Comprehensive Support offer under the pricing conditions described in the Special Terms and Conditions at the time of their request and may be ordered at any time throughout the duration of this agreement. As such, these optional services shall be invoiced separately.

If the Customer has not used all of its annual services after an annual maintenance period, these services cannot be carried forward to the following year.

3.2.4 Maintenance of Adaptations

The Customer may subscribe to the Publisher's maintenance services for Adaptations, expressly mentioned in the Special Terms and Conditions. These services supplement the Software Package support services and are subject to an additional annual fee, the amount of which is set out in the Special Terms and Conditions.

In paragraphs 3.2.4 and 3.3.1, the term "Anomaly" refers to a reproducible malfunction of an Adaptation preventing its use in accordance with the Documentation.

The Adaptation maintenance services include exclusively:

- The correction of Anomalies duly identified in the Adaptations,
- A remote maintenance service handling the maintenance of the Adaptations,
- Maintenance support on the Adaptations.

For any use of maintenance services, the Customer shall report to the Publisher via the Publisher's Web Assistance portal any anomalies observed in the use of the Adaptations, describing the event in a dialogue sheet and, if necessary, commenting on them on the telephone. The Publisher shall handle the Anomalies, carry out their diagnosis, make the necessary software corrections where applicable, and inform the Customer of its diagnosis and actions.

3.3 Support service exclusion

3.3.1: The Software Package maintenance service does not include:

- The supply of a New Product
- The costs of installing the provided Updates and the necessary travel;
- The work made necessary on the Adaptations by the installation of the Update, unless the Customer subscribes to the additional maintenance service for Adaptations, under the conditions defined in Article 3.2.4 and subject to the payment of the corresponding additional fee as defined in the Special Terms and Conditions;
- Any work or supplies not explicitly mentioned in this Agreement, including training of the Customer's staff by telephone;
- Maintenance concerning future versions, modules, options, or products that the Publisher provides under separate additional licences

The Publisher shall not provide maintenance services in the following cases:

- Anomalies that the Publisher cannot reproduce on the current standard version;
- Request for intervention on N-2 and earlier versions of the Software Package;
- Use of the Software Package not in accordance with the Documentation and, in particular, the Customer's failure to follow the backup procedures recommended by the Publisher;
- Non-accessibility or unavailability of the equipment on which the Software Package is installed or with which it is used, not permitting the performance of remote maintenance services;
- Continued operation of the Software Package without the Publisher's consent following an incident;
- Modification of the Software Package by the Customer or a third party without the Publisher's consent;
- Change of all or part of the hardware or peripheral software making them subsequently incompatible with the Software Package, without the Publisher's prior written consent;
- Failure of the computer, its peripherals, or the Customer's network preventing normal operation of the Software Package;
- Any work or supplies not explicitly mentioned in this Agreement, including training of the Customer's staff by telephone and changes to configurations and settings.

3.3.2 The maintenance service for Adaptations does not include:

- Updates to the Adaptations;
- Handling the work made necessary as a result of the change of all or part of the hardware or a significant modification of the basic software;
- Configuration of the Adaptations and modifications of states of the Adaptations;
- Additional work following the relocation of machines to another site or a change of staff;
- Work following the compliance upgrade of the Adaptations with a new version of the Software Package;
- Correction of data;

- Crystal Reports, queries, or processing developed by the Customer internally or by a third party, unless they were the subject of an appropriation phase;
- Telephone support, with exchanges between the Parties to be carried out through dialogue sheets.

Article 4 - Duration

4.1 - The duration of the right to use the Software Packages and access the associated support services shall be thirty-six (36) months (hereinafter "Initial Period") from the date indicated in the "Designation" section of the Special Terms and Conditions, and if not specified, from the date of signature hereof.

These rights 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 three (3) months before the current period expires.

After the Initial Period and to continue to use the Software Packages, the Customer must pay all fees due for the new annual period by the date on which the rights are renewed. Should the Customer fail to pay, it may no longer use the Software Packages and related support services, the Use of the Software Packages and access to the support services being directly subject to the annual subscription to and payment of the rights of Use and support as set out in the Special Terms and Conditions.

4.2 - With regard to the additional services, to the extent that the Customer subscribes to them, the agreement shall enter into force, for the remaining contractual period of the Agreement, from the signing of the Special Terms and Conditions.

These additional services shall be renewed, for annual periods, under the conditions of Article 4.1.

It is agreed that the Customer may partially terminate the Agreement upon expiry, and subject to the above notice period, in order to no longer be entitled to the additional services set out in the Special 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.

4.3 - With regard to the maintenance of the Adaptations, to the extent that the Customer subscribes to them, the agreement shall enter into force, for the remaining contractual period of the Agreement, from the signing of the Adaptations acceptance report or, where applicable, the end date of the Adaptations guarantee, as provided for in the services agreement.

It shall be renewed, for annual periods, under the conditions of Article 4.1.

It is agreed that the Customer may partially terminate the Agreement upon expiry, and subject to the above notice period, in order to no longer be entitled to the additional services set out in Article 3.2.3. In this case, the invoicing of the following instalment shall be adapted by the Publisher according to the services retained by the Customer.

Article 5 - Prices and payment

5.1 Initial Software Fee

The use of the Software Packages is subject to payment, at the time of signature hereof, of the Initial Software Fee payable according to the provisions of the current rate at the time of the order or the price set out in the Special Terms and Conditions.

5.2 Annual fee

The annual usage fee (AUF) is invoiced, payable in advance, on each anniversary date. The first annual fee is paid under the conditions set out in the Special Terms and Conditions.

In return for the right to use the Software Packages granted to it and the support services provided by the Publisher, the Customer undertakes to pay the amount of the annual fee which shall vary according to the number of workstations and the level of support desired. The fees are

payable by any means, including by electronic bill of exchange (LCR) 30 days from the invoice date.

5.3 Optional service fee

In return for the optional services, the Customer undertakes to pay an additional annual fee specified in the Special Terms and Conditions, it being understood that invoicing for the 1st year will be prorated based on the remaining contractual period of the Agreement.

5.4 Non-payment or late payment

If the Customer has not paid the annual fee, the Publisher reserves the right to immediately suspend the performance of the services until payment of the price has been made in full. The Customer further acknowledges that it has been informed that the total or partial lack of payment shall lead to the cessation of the Use of the Software Packages, as the annual fee charged covers both the right of Use and access to the support services. Any late payment shall result in the application of late payment penalties, without prior formal notice, at the rate of three times the statutory interest rate, calculated per day late. Notwithstanding the provisions of Article 1342-10(1) of the French Civil Code, it is expressly agreed that if multiple invoices are due and the Customer makes a partial payment, the Publisher shall be free to apply said payment as it sees fit.

5.5 Price revision

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.

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.

Article 6 - Taxes and duties

Each Party's liability for the payment of taxes relating to this Agreement shall be as follows:

Each Party shall be liable for the payment of its own corporation tax (or national equivalent).

Each Party shall be liable for the payment of any tax on turnover, leasing or movable property, or any other taxes on equipment and software it owns or uses under a financial lease, including, as the case may be, any leasing under this Agreement, and for which the Party is financially liable.

All prices stated in this Agreement or received as a result of the performance of this Agreement are stated exclusive of tax (that is to say, excluding taxes on turnover, on use, value added tax, withholding tax, excluding levies and similar taxes). Such taxes shall be borne by the Customer and paid by the Customer at the rate and in accordance with the terms and conditions provided by law at the time they become due.

If a withholding tax is applicable with regard to the payment of invoices due under this Agreement, then the sums owed by the Customer shall be subject to a 'gross up' so that after withholding tax, the Publisher shall receive the entire agreed initial price.

The Publisher shall make every effort reasonably necessary to assist the Customer in obtaining reductions or exemptions from any withholding tax that may be borne by the Customer, providing the Customer with any tax certificates or other evidence of tax accepted by the relevant tax authorities.

The Parties shall cooperate fully in order to enable each Party to accurately determine its own tax liability in respect of transactions arising from this Agreement and to reduce such liability to the legal minimum permitted and practised in such circumstances.

Each Party certifies and undertakes to prepare its tax return, and to pay the taxes due, arising out of or in connection with the provision made under this Agreement.

Article 7 - Contractual Guarantee

The Publisher guarantees that the Software Package complies with its Documentation. This guarantee is valid three (3) months from the date of delivery. If any anomalies are detected during this period, the Publisher shall correct them free of charge and as soon as possible, provided that any anomalies detected are reproducible, and that their existence has been duly notified to the Publisher within the term of the guarantee.

Services requested as a result of unauthorised interventions or modifications, operating errors or a Use that does not comply with the documentation or does not comply with the documentation manuals for the Software Package modules, or as a result of an anomaly caused by one of the Customer's other applications not provided by the Publisher, are expressly excluded from the guarantee.

The Parties expressly exclude hereunder, and the Customer accepts, the application of the legal provisions relating to the guarantee for hidden flaws or defects of the Software Package.

The Publisher is not bound by any other guarantee under the right of Use granted.

Article 8 - Liability

The Software Packages shall be used under the sole direction, control and responsibility of the Customer.

The parties hereby agree that the Publisher is subject to a best efforts obligation.

Under no circumstances shall the Publisher be held liable for any contamination by any virus of the Customer's files and the potentially harmful consequences of such contamination. In no event shall the Publisher be liable to the Customer or third parties for indirect damages such as operating losses, commercial damages, loss of customers, loss of orders, any commercial disturbance, loss of profit, damage to the brand image, or losses of data and/or files.

In any event, the Publisher shall not be held liable for any delay in the performance of the services provided. 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 telephone support or advice not provided by the Publisher itself.

In no event shall the Publisher be liable for the destruction or deterioration of files or programs. It is the Customer's responsibility to protect itself against these risks by regularly making the necessary backups.

In any event and irrespective of the basis of the Publisher's liability, including under Law No. 98-389 of 19 May 1998, damages and any compensation owed to the Customer by the Publisher for any cause whatsoever may not exceed the sums paid by the Customer in return for the annual right of Use and support fee duly paid for the current annual period for the Software Package concerned or the Adaptation concerned. In addition, in the event of personal injury caused by the Publisher or one of its employees, the Publisher shall compensate the victim in accordance with the applicable legal provisions.

It is expressly agreed between the parties, and accepted by the Customer, that the provisions of this clause shall continue to apply 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.

Article 9 - Ownership and Guarantee of Intellectual Property

9.1 Ownership

The Publisher guarantees the Customer that it holds either the patrimonial rights to the Software Packages and their Documentation, or an authorisation from the author of the Software Packages and that it may therefore freely grant the Customer the right of Use stipulated herein.

The grant of the right to Use the Software Packages does not lead to the transfer of ownership rights to the Customer. The Software Packages shall remain the property of the Publisher or their 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 Software Packages. In this respect, it shall maintain in good order all the ownership and/or copyright information that may be placed on the elements comprising the Software Packages and the Documentation; similarly, it shall include such information on any total or partial reproduction authorised by the Publisher, and in particular on the backup copy.

The Software Packages may incorporate third-party technologies belonging to other publishers. The rights granted to these technologies are subject to Customers' compliance with their various rights and obligations. If these rights and obligations are not complied with, the Publisher is entitled to take any measures necessary to put an end to the observed disturbances.

9.2 Guarantee against infringement

In the event of a claim concerning the Software Packages' infringement of an intellectual property right in France, the Publisher may, at its own choice and expense, either replace or modify all or any part of the Software Packages or obtain a User licence for the Customer, provided that the Customer has complied with the following conditions:

- The Customer has accepted and performed all of its obligations under this document,
- 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 licence for the infringing Software Packages and refund to the Customer the fees paid for said licences.

The Publisher shall not assume any liability if the allegations relate to:

- The Use of a version of the Software Packages other than the unmodified current version, if the judgement against it could have been avoided by the use of the unmodified current version,
- The combination and implementation, or Use of the Software Packages with programs or data not supplied by the Publisher.

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

Article 10 - Termination

10.1 Termination for breach by the Customer

Regardless of the provisions of Article 4, in the event of a breach by the Customer of any of the obligations defined in these conditions, not remedied within thirty (30) days of the registered letter with acknowledgement of receipt providing notification of the breach in question, the Publisher shall be entitled to terminate the right of Use for the Software Packages and the ongoing associated support services

without a refund of the sums already paid in this respect for the current annual period, and without prejudice to any damages it may claim. The Customer is informed that any termination hereof shall result in the cessation of use of the Software Package.

10.2 Consequences of termination

In all cases of termination, at the Publisher's or the Customer's instigation, the Customer undertakes to cease using the Software Packages as well as any copies it may have made before the termination date.

It undertakes to return the Software Package, its documentation and any other element relating to the Software Package no later than fifteen (15) days from the date of Termination.

Article 11 - 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, this 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.

Article 12 - Confidentiality

The parties may have access to the other party's confidential information under this agreement. Confidential information includes the terms and prices of this agreement, the Software Package and any other information indicated as such.

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, information which is communicated to the parties by third parties, without a confidentiality condition, and information which each party independently develops.

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.

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

Article 13 - Sources

The Publisher is a member of the A.P.P. (Agency for the Protection of Programs) with whom it regularly files source programs and their various updates.

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 Publisher in this Agreement. The Publisher shall be released from its obligations as of the date of assignment of the Agreement.

Article 15 - Monitoring

The Customer undertakes to allow the conditions under which the Software Packages are used to be monitored by any person authorised for this purpose by the Publisher, in any place and at any time.

Article 16 - Data

16.1 Personal Data

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

16.2 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.

Article 17 - Non-Solicitation of Staff

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

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

Article 18 - Incoterm

Any sale shall be made according to the EXW Incoterm "the Publisher's company storage location in France". However, by way of derogation, the Publisher shall organise the transport and insurance of the goods to the point of delivery on behalf of the purchaser.

In addition, despite the incoterm used, the export customs clearance in France shall be carried out by the Publisher in its name and on its behalf.

Article 19 - Export

The Customer undertakes to strictly comply with the export laws and regulations in force in France and the United States.

Article 20 - Miscellaneous Provisions

Security: the Publisher reserves the right not to provide on-site support services in countries whose destination is "formally and in any case" not recommended by the French Ministry of Foreign Affairs.

Furthermore, in accordance with its policy on intervention abroad and risk management, the Publisher also reserves the right to refuse a commitment in a specific country for various reasons: the safety of its employees, political instability, climate risk, pandemic, etc. If such an event occurs, the Publisher reserves the right to suspend the Services and repatriate its employees or subcontractors without having to pay any compensation or penalty to the Customer.

If the Publisher's employees or subcontractors are required to provide their services outside French territory, the Customer undertakes to ensure that they benefit at least from the same security measures as its own employees.

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 informed that these general terms and conditions are accessible on the <http://akanea.com/> website in accordance with Articles 1125 and 1127-1 of the French Civil Code. Previous versions of the terms and conditions on the <http://akanea.com/> website are also available on the <http://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 Special Terms and Conditions. However, any specific conditions provided for in the duly signed Special Terms and Conditions 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.

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

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 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.

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.

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

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

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

Order: This order is final in the absence of written refusal served by AKANEA to the Customer within 10 working days, from the receipt of the purchase order and subject to the receipt of the deposit.

Article 21 - Applicable law - Assignment of jurisdiction

These terms and conditions are governed by French law

In the event of a dispute, 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.