

GENERAL TERMS AND CONDITIONS OF SALE - LICENCE AND SERVICES Version of

10 05 2023

1. SUBJECT

The purpose of these General Terms and Conditions of Sale is to define the conditions under which Visiativ provides a license to use Software and/or Services to any Customer who places an Order. Visiativ reserves the right to modify the General Terms and Conditions of Sale at any time. The General Terms and Conditions of Sale applicable will be those in force on the date the Order is issued by the Customer.

2. CONTRACTUAL DOCUMENTS

The Contract consists of the following documents:

- The Special Conditions, including the Visiativ offer accepted by the Customer, hereinafter referred to as the "Offer";
- Product Documentation ;
- The Service Agreement ;
- Where applicable, the Project Quality Plan (PQP),
- Where applicable, the functional specifications validated by the Parties;
- Visiativ Personal Data Policy and Personal Data Protection Agreement - RGPD ;
- General Terms and Conditions of Use (GTCU);
- Terms of use of Third Party Software.
- The present General Sales Conditions

In the event of contradiction between different documents, the higher-ranking document will prevail.

Any Order issued by the Customer is deemed to have been made with full knowledge of the General Terms and Conditions of Sale, and implies express and unreserved acceptance thereof. The Customer hereby waives the right to invoke any contradictory document, in particular its own general terms and conditions of purchase.

3. ORDER

All Orders are subject to the unreserved acceptance by both Parties of the Special Conditions. Any specific condition not included in the Contractual Documents, and in particular in the Special Conditions, is excluded from the scope of the Contract.

Unless otherwise stipulated, the Offer drawn up by Visiativ is valid for a period of thirty (30) days from its date of issue, Visiativ reserving the right to refuse any Order issued after this period.

Upon signature of the quotation and/or receipt of the Order, Visiativ will proceed with the formalities and preliminary verifications necessary for validation of the Order.

Any Order placed online will only become final and the Contract will only be formed once it has been accepted by Visiativ, evidenced by the issue of an Order confirmation sent to the Customer by any written or electronic means. Visiativ reserves the right to refuse any Order issued by the Customer, in particular in the event of incomplete, inaccurate or fraudulent information declared by the Customer, and/or to make the provision of Services subject to the payment of a deposit.

Once the Contract is formed, any cancellation or modification is impossible without Visiativ's prior written consent, and the price of the Software and Services is due in full.

Visiativ cannot be held liable for any errors or inaccuracies in the information provided by the Customer.

Unless otherwise specified in the Contract, the Customer remains solely responsible for verifying the suitability of the Services provided by Visiativ for his own needs. In particular, it is the Customer's responsibility to check the characteristics of the Services supplied prior to placing any Order, to ensure that the technical requirements of the Software are met by Visiativ and/or the third-party Editor, and to check the compatibility and correct configuration of the Customer's Environment.

4. CONTRACT DURATION

The Contract comes into force on the date of signature of the Special Conditions or on the date of acceptance of the Order by Visiativ, unless otherwise specified in the Special Conditions. The Agreement remains in

force for the duration of the License and the provision of the Services described in the Agreement.

In the case of a Software License purchased on a subscription basis, the Contract is concluded for an initial term specified in the Special Conditions (hereinafter referred to as the "Initial Term"). Unless otherwise stipulated in the Particular Conditions, the Subscription has an initial duration of thirty-six (36) months from the Effective Date. In the absence of an Effective Date defined in the Special Conditions, the Effective Date is understood to be the date of issue of the Order (hereinafter referred to as the "Effective Date").

Unless otherwise specified in the Special Conditions, the subscription License, the Maintenance service, as well as any recurring and/or subscription service, is renewed by tacit agreement for a period identical to the Initial Period.

By way of derogation, each of the Parties may prevent the tacit renewal of the Contract by sending a registered letter with acknowledgement of receipt, giving three (3) months' notice prior to the anniversary date. The Customer must send the said letter to "Visiativ - Département Résiliation, 26 rue Benoît Bennier, 69260 Charbonnières-les-Bains, FRANCE".

5. SERVICE DESCRIPTION

5.1 Software availability

Software license. In return for payment of the price by the Customer, Visiativ grants the Customer a personal, non-exclusive, non-assignable and non-transferable right to use the Software, within the limits and conditions and for the duration and Scope defined in the Contract. In particular, the Customer undertakes to comply with the Perimeter and specific conditions of use defined by the Publisher(s) of Third-Party Software. Unless otherwise specified, the license to use the Software is granted solely for the Customer's needs, to the exclusion of any other purpose.

Unless otherwise specified in the Contract, Users included in the Software license scope are understood to be named Users, and any replacement and/or change of User is subject to Visiativ's prior authorization. The Customer undertakes to ensure that Users comply with the limits and conditions of use stipulated in the Contract, and in particular with the specific conditions of use determined by the Third-Party Software Publisher. In this respect, the Customer acknowledges and accepts that access to and use of the Software may, where applicable, be subject to acceptance of the terms of use of the Software by the User, and that any refusal by the User to use the Software may not give rise to any compensation or reimbursement by Visiativ.

Any modification to the scope of the Software license is subject to the issue of an Order by the Customer and gives rise to the payment of a price supplement calculated at the rate in force on the day the said Order is issued.

The Customer undertakes to ensure the confidentiality and security of the identification and authentication elements enabling access to and/or use of the Software, and to guarantee, where applicable, compliance with the specific access procedures for the Software by Users. The Customer also ensures that the Customer's Environment offers physical and computer security guarantees in line with the state of the art and preventing any harm to the Software and its proper operation.

Only Visiativ, its assigns or authorized subcontractors have the right to improve or modify the Software in any way, including for the purposes of maintenance or error correction.

Visiativ may grant the Customer a right to access and use packaged applications, under the same conditions as those described in these General Terms and Conditions of Sale for the Software. Where applicable, the Perimeter granted by Visiativ for said packaged applications does not extend to the Software accessible to the Customer through them, which remains subject to the license conditions specific to them.

Unless otherwise agreed in the Contract, the Software is delivered to the Customer in the form of object codes, via an access or download link.

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Temporary access - "Beta" versions. Visiativ may make the Software available to the Customer for evaluation and testing purposes and/or as part of promotional offers, on a temporary basis for a limited period defined in the Contract. Unless otherwise specified, such temporary availability shall automatically terminate thirty (30) days after the date of the Customer's first access to the Software, Visiativ reserving in any event the right to suspend or interrupt temporary access to the Software, at any time and without notice. In the event of use of the Software beyond the evaluation or test period stipulated in the Contract, the Customer will owe Visiativ the price of the Service corresponding to the rates in force, without prejudice to any damages and/or possible prosecution where the behaviour is likely to be qualified as a criminal offence.

In the context of the provision of "Beta" versions of the Software, the Customer acknowledges that the Software may be affected by bugs, errors or defects. The provision of "Beta" versions does not create any commitment of any kind on the part of Visiativ to supply and/or market definitive versions of the Software. The Customer also grants Visiativ an international, free, perpetual and irrevocable license to all comments relating to the use of the "Beta" version of the Software, authorizing Visiativ to use and integrate these comments into the Software.

Any version of the Software provided for testing and/or evaluation purposes or as part of promotional offers, as well as any "Beta" version, is made available to the Customer "AS IS", without any warranty of any kind, and remains subject to all the conditions of use of the Software set out in the Contract.

5.2 Software installation and/or configuration services

Subject to express mention in the Contract, Visiativ will carry out the Software Installation Service and/or the Software Configuration Service, under the conditions set out in the Contract. Where applicable, the Customer remains solely responsible for verifying the compatibility of the Customer's Environment with the Software's technical prerequisites.

The Installation Service is performed remotely or in person, at the Customer's premises in mainland France, with the Customer agreeing to allow Visiativ's designated personnel access to its premises and installations. This Service gives rise to an installation report or intervention report, in accordance with the procedures specified in the article "Product Delivery".

5.3 Data recovery

Subject to express mention in the Contract, where applicable, the Service may include Visiativ's assistance in the recovery of the Customer's Data. This Data recovery service refers to assistance with the recovery of Data, to the exclusion of any correction or verification of the Customer's data, in particular with regard to its quality and completeness, data which the Customer backs up prior to any Data recovery.

5.4 Custom Development

Where applicable, and subject to express mention in the Contract, Visiativ implements the Specific Developments ordered by the Customer and specified in the Special Conditions. Specific Developments are carried out on the basis of and in accordance with the Visiativ Offer and/or the functional and technical specifications detailed and validated by the Parties.

5.5 Training

Visiativ implements the Training Service referred to in the Order in order to assist the Customer and Users in the use of the Software and/or hardware acquired. Training is provided by competent and qualified personnel on Visiativ's premises, on the Customer's premises or remotely (in mainland France only) or by means of remote communication (videoconferencing, on-line demonstrations, etc.) under the conditions set out in the Contract and in accordance with the terms and conditions set out in the training agreements signed between Visiativ and the Customer.

No reimbursement will be made in the event of cancellation, postponement or non-attendance by the Customer, unless Visiativ expressly agrees to a waiver and/or commercial gesture. In the event of late postponement less than five (5) working days before the scheduled Training session, the Customer will owe Visiativ, in addition to the total cost of the Training session,

a penalty of 100 euros (€) excluding VAT to cover administrative costs and non-refundable expenses incurred. In the event of late cancellation less than five (5) working days before the scheduled Training session, or no-show, and insofar as this affects Visiativ's internal organization, the Customer is liable to Visiativ, in addition to the total cost of the Training session, for the reimbursement of non-refundable expenses (transport, catering, accommodation, etc.) incurred by Visiativ. For all Training sessions provided by Visiativ, a certificate of attendance is given to the Customer for signature. In the absence of a complaint or signature within five (5) days of presentation of the attendance sheet, the Training will be deemed to have been effectively delivered on the agreed date. In addition, Visiativ, as the training organization, will issue a certificate to the Customer at the end of the session, specifying in particular the nature, knowledge and duration of the session.

5.6 Software Maintenance Service

Visiativ undertakes to provide Corrective Maintenance and Upgrade Maintenance for the Software, in accordance with the terms of the Contract.

Corrective Maintenance. In the context of Corrective Maintenance, Visiativ undertakes to implement the human and technical resources necessary to provide, as quickly as possible, answers or solutions to Anomalies reported by the Customer to the support service, under the conditions described in the Contract and in particular the Service Agreement.

The Customer's report is taken into account by the issue of an incident ticket, duly documented, the unique identification number of which must be recalled at the time of any intervention to enable Visiativ to carry out Corrective Maintenance. Visiativ undertakes to make every effort to contact the Customer as soon as possible in order to qualify the Anomaly encountered by the Customer. In the event that the Anomaly affects a Third-Party Software, Visiativ will keep the Customer informed of the responses and action taken by the Publisher. As soon as the Anomaly is taken into account, Visiativ undertakes to implement the human and technical resources necessary to propose a correction and/or a workaround solution for the Anomaly as soon as possible.

The conditions for taking into account and responding to Anomalies are specified in the Service Agreement. Where applicable, and unless otherwise specified in the Contract, the working hours required to calculate lead times are from Monday to Friday, 8:00 am to 12:00 pm and 1:00 pm to 5:00 pm, excluding public holidays and days on which Visiativ is exceptionally closed.

Visiativ's Corrective Maintenance intervention includes any remote intervention, and does not include any visit to the Customer's site, which is invoiced under the conditions of the "Prices" article, unless otherwise specified in the Special Conditions. Visiativ reserves the right to invoice the Customer for the time spent investigating the cause of incidents and anomalies if the incident encountered by the Customer does not ultimately originate from the Software, a Service, a Visiativ service and/or any element outside Visiativ's control.

Visiativ may modify the Service Agreement by giving one (1) month's notice to the Customer by letter and/or information on the Visiativ Service Support Portal and/or any other appropriate means. At the end of the one (1) month's notice period following notification of the change by Visiativ, and in the absence of termination by the Customer in accordance with the provisions of Article "Termination", the Service Agreement will be modified and this new version will be deemed accepted by the Customer. The latest version of the Service Agreement is accessible in particular via the Visiativ website or via any other means communicated by Visiativ.

Visiativ may nevertheless modify the Service Agreement at any time, in particular in the event of a security emergency and/or in order to comply with any new law and/or regulation. In this event, Visiativ will endeavor to notify the Customer of such modifications within a reasonable period of time.

Conditions of use of patches supplied by Visiativ. As part of the Maintenance Service, corrective or workaround solutions may be supplied to the Customer in the form of executables ("Patches"). The rights to the Patches are granted to the Customer, on a non-exclusive and non-transferable basis, for use limited to the purpose of the Contract under the same terms as the License to the Software concerned.

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Software maintenance. The Software Upgrade Maintenance provided by Visiativ consists of the provision of Software Updates, as and when they become available and in accordance with the publisher's policy. The Customer acknowledges that Visiativ and/or the Third-Party Software Publisher remain free to propose to the Customer upgrades to the Software in order to improve its quality and/or functional coverage, Visiativ and/or the Third-Party Software Publisher remaining free to implement their own publisher policy.

In particular, Visiativ remains free to modify the Services at any time during the term of the Maintenance Service. In the event of substantial modifications to the conditions of performance of a Service by Visiativ which have an upward impact on the price of the Contract, the Customer has a period of 15 (fifteen) days in which to make a written request to Visiativ for a renegotiation of the conditions of the Contract. If no agreement is reached before these significant modifications to the Service come into force, the Customer may terminate the Contract early, for convenience, in accordance with the article "Termination". During the period of notice, the modifications in question shall not apply to the Customer.

The Updates are made available to the Customer via an access link or by download, any supply on a physical medium being subject to the Customer's express written request and payment of an additional fee, after confirmation by Visiativ. The Customer acknowledges and accepts that Updates may only be available from the Third Party Software Publisher's website and/or portal. Visiativ declines all responsibility in the event of accidental alteration or destruction of data during Upgrade Maintenance operations.

Unless otherwise stipulated in the Contract, only the latest Major Version (n), and the Major Version (n-1) up to 12 months after the release of the Major Version (n) are supported and maintained.

Maintenance exclusions. Visiativ will not be obliged to carry out Maintenance and will not be held liable under the Maintenance Service in the following cases:

- The Customer has not provided Visiativ with the information, files or documents required to resolve the Anomalies and/or has not expressly validated the Anomaly resolution solutions proposed by Visiativ;
- Refusal on the part of the Customer to accept an Update proposed by Visiativ and allowing the generation of Anomalies that Visiativ has identified to be avoided, and/or the specific conditions of use to which the Corrective Measures proposed by Visiativ are subject.
- Use of a previous Major Version of the Software not maintained ;
- Anomalies resulting from abuse, negligence or errors in the use of the Software by the Customer and/or Users;
- Anomalies resulting from use of the Software not in accordance with its documentation or any other specific instructions sent by Visiativ and/or the Publisher, by the Customer and/or Users;
- Intervention by the Customer or a third party on the Software not authorized by Visiativ;
- Anomalies resulting from a failure of electrical power or Internet connection service, and/or a security flaw affecting the Customer Environment.
- Non-compliance by the Customer with its payment obligations on the agreed due dates ;
- Any installation, replacement or troubleshooting of hardware (workstations, peripherals, etc.), operating system and/or third-party software included in the Customer's Environment, as well as the resolution of system or network problems;
- Any intervention on Specific Software Developments.

Visiativ reserves the right to invoice the Customer for the time spent analyzing the cause of the Anomaly and resolving it if the Anomaly encountered by the Customer does not originate from the Software.

Visiativ declines all responsibility in the event of accidental alteration or destruction of data during Maintenance operations. Prior to any Maintenance intervention, the Customer is strongly advised to make a complete backup of its data.

5.7 Interruption of Maintenance Service. In the event of termination of the Maintenance Service, for any reason whatsoever, any resumption of subscription to the said Service for the same Software is subject to payment of a resubscription fee corresponding to the installments that would have been due by the Customer in the absence of interruption of the Maintenance Service.

5.8 Third-party software and services

The use of services or Third-Party Software remains in any case subject to the terms and conditions of use defined by the Publisher or Third-Party Supplier. The terms and conditions of publishers and third-party suppliers govern, in particular, the terms and conditions of access to and supply of third-party services and/or Third-Party Software, the terms and conditions and levels of service, the terms and conditions of Customer Data protection, the legal provisions relating to intellectual property, warranty, termination, liability, applicable law and jurisdiction, as well as all terms and provisions relating to service levels.

Consequently, for all Third-Party Software, the scope of application of the present General Terms and Conditions will relate exclusively to the terms and conditions for the duration, fixing and revision of prices, invoicing conditions, settlement conditions, as well as to the provisions strictly linked to prices, invoicing and settlement conditions.

5.9 Other Services

Visiativ will send the Customer a supplementary estimate for any request for Services not initially provided for in the Contract, such as in particular :

- Any support and/or maintenance service for non-maintained Software, any support and/or maintenance service relating to Specific Developments ;
- The supply of new hardware and/or software, additional features, modules and/or functionalities;
- Any assistance service for installation, migration, deployment of the Software and/or upgrades to the Software;
- Any service for loading, restoring, upgrading, converting and/or recovering customer data.
- All support services for change management, project management and other support services;

By default, Services will be performed at Visiativ's rates in effect on the date of the Customer's request on a per-day basis.

6. RECEPTION

The terms and conditions for acceptance of Deliverables, Software and Services are detailed in the Contract. Generally speaking, the start of production or the absence of any comments within seven (7) days following the delivery of the acceptance report or the intervention report to the Customer implies unreserved acceptance of the Software, Deliverables and/or Services by the Customer. The Customer undertakes, during the aforementioned period, to identify and report to Visiativ any Anomaly or defect affecting the Deliverables, specifying where applicable whether the Anomaly constitutes a Blocking or Major Anomaly and providing any information necessary to identify the technical conditions allowing the identification and reproduction of the Anomalies or defects reported.

Visiativ undertakes to correct the Blocking or Major Anomalies duly documented or defects reported by the Customer as soon as possible. By express agreement between the Parties, only Blocking or Major Anomalies and/or defects that make it impossible to use the main functionalities of the Specific Developments and/or Deliverables may prevent the Customer from accepting the Services.

Any failure of the acceptance procedure due to negligence or inaction on the part of the Customer and Users in communicating the information or carrying out the requested tests will entitle Visiativ to terminate the Contract to the exclusive detriment of the Customer.

7. FINANCIAL CONDITIONS

7.1 Price

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The price of the Software license and Services is detailed in the Contract, to the exclusion of all information, details and characteristics appearing in catalogs, prospectuses, price lists, data sheets or other documents published by Visiativ, which are given for information purposes only. Unless expressly agreed otherwise between the Parties, the prices of the Services are in euros and are exclusive of tax.

In any event, the price of the Services does not include the costs (including accommodation, catering, travel and room hire) arising from any intervention by Visiativ outside its premises or on the Customer's site for the purposes of providing the Services, such costs being invoiced directly to the Customer at actual cost on completion of the intervention, unless otherwise stipulated in the Special Conditions.

Visiativ reserves the right to modify its prices at any time, subject to informing the Customer prior to placing an Order. The new prices will apply to Orders received after they have been sent.

Unless otherwise stipulated in the Contract, the price is automatically revised on each anniversary date, by applying the formula $P1 = P0 \times (S1/S0)$ where :

- P1 represents the revised price;
- P0 represents the amount of the price as revised at the previous revision, or failing that, the initial price;
- S1 represents the latest SYNTEC index published at the revision date;
- S0 represents the latest SYNTEC index published on the date of entry into force of the Contract or on the date of the previous revision.

7.2 Billing and payment terms

Visiativ will invoice for the Software license and Services in accordance with the terms and conditions described in the Contract. When the Customer places an Order from the Visiativ online store, the applicable billing terms are detailed in the Order confirmation.

Unless otherwise stipulated in the Special Conditions or the Online Order, invoices are issued by Visiativ as follows:

- For the License, invoicing: 100% on the Contract Signature Date;
- For Maintenance, invoicing in arrears, 100% of the annual price of Maintenance services on the Effective Date and then on each anniversary date. In the absence of an Effective Date defined in the Special Conditions, the Effective Date is understood to be the date of signature of the Special Conditions (hereinafter referred to as the "Effective Date");
- For the Software License and maintenance services in Subscription: invoicing in arrears, i.e. 100% of the annual subscription price on the Effective Date and on each anniversary date;
- For Training courses, invoicing will take place on delivery of the Service under the conditions set out in the "Training" article;
- For services provided by Visiativ, invoicing will be based on a monthly report.
- For Services invoiced on a lump-sum basis, according to the invoicing schedule agreed in the Special Conditions. In the absence of a schedule, invoicing will be established as follows: 50% on Order, 40% on delivery, and 10% on the day of acceptance.

Unless otherwise stipulated in the Contract, Visiativ invoices are payable in full, net and without discount, by bank transfer or direct debit within 30 (thirty) days of the invoice issue date. The Customer may not for any reason whatsoever defer or modify the terms of payment or request a reduction in the price of the Services, payment of any disputed invoice remaining due.

Visiativ reserves the right to transmit or make available invoices to the customer in electronic format.

Under no circumstances may payments be suspended or offset in any way without Visiativ's prior written consent. Any partial payment will be applied first to the non-preferential part of the debt, then to the sums that are due the earliest.

Any subsequent payment will not extend the anniversary date of the Contract renewal.

In accordance with article 441-10 of the French Commercial Code, any sum not paid by the due date will in any event give rise to the application of late payment interest at the rate applied by the European Central Bank to its most recent refinancing operation, plus ten (10) percentage points, and will give rise to the payment of a lump sum of forty (40) euros as compensation for collection costs. Late payment penalties are payable on demand from the first day of delay, and run until full payment of all sums due. The Customer will also remain liable to Visiativ for all costs incurred for the contentious recovery of sums due, including legal fees.

In the event of non-compliance with its payment obligations by the Customer, and without prejudice to its rights and remedies, Visiativ reserves the right :

- suspend or stop the provision of the Services within eight (8) days of a formal notice sent by any written or electronic means and which has remained unsuccessful;
- to refuse any new Order from the Customer;
- terminate the Contract, under the conditions described in the "Termination" article.

Any default in payment will automatically result in the immediate payment of all sums due to Visiativ under the terms of the Contract, without prior formal notice. Any termination of the Contract by Visiativ will also apply to all other unpaid Orders, whether or not payment is due.

8. PERSONAL DATA PROTECTION

Each Party undertakes to comply with all of its respective obligations under regulations on the protection of personal data, and in particular the obligations set out in (i) European Regulation No. 2016/679 of April 27, 2016 on the protection of individuals with regard to the processing of personal data ("RGPD") and (ii) Act No. 78-17 of January 6, 1978 on data processing, files and freedoms, as amended.

The obligations of each of the Parties with regard to any processing carried out by VISIATIV on behalf of the Customer when the latter is acting as data controller are described in the "Personal Data Protection Agreement" available on the Visiativ website.

The Customer is further informed that in the course of performing the Contract, Visiativ may collect and process personal data concerning the Customer and/or its employees under the conditions described in the Visiativ Personal Data Protection Policy, which is accessible on the Visiativ website. In accordance with regulations, the Customer's employees have the right to access, rectify and delete personal data, as well as the right to oppose and limit processing.

9. CONFIDENTIAL INFORMATION

The Parties agree to treat as confidential, and not to reproduce or disclose, other than for the sole purpose of performing the Services under this Agreement, any information, data and documents of any kind that they may entrust to each other for the provision of the Services.

The Customer authorizes Visiativ to disclose the confidential information necessary to fulfill the purpose of the Contract to its Affiliated Entities, Subcontractors, service providers or partners, for which Visiativ acts as guarantor.

10. INTELLECTUAL PROPERTY

In consideration of payment of the price by the Customer, Visiativ grants the Customer, for Users, a personal, non-exclusive, non-assignable and non-transferable right to use the Software Product for the duration, Scope, limits and conditions defined in the Agreement, and more specifically in the Special Conditions. Unless otherwise specified, the right to use the Software Product is granted solely for the Customer's internal needs, to the exclusion of any other purpose.

Under the terms of the right of use granted for the Software Product, the Customer undertakes not to infringe, directly or indirectly, Visiativ's intellectual property rights. Any operation not expressly authorized is prohibited, in particular any reproduction, correction, translation, commercialization, creation of a derivative work, reverse engineering of the

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Software Product and/or the Service with a view to developing a competing product or service and/or copying or reproducing any functionalities, functions or graphic attributes. In particular, it is forbidden to extract or reuse, including for private purposes, any substantial or non-substantial part of the content of the databases and archives included in the Software Product.

All rights not expressly assigned or granted by the Contract remain the full and complete property of Visiativ. In particular, all intellectual property rights relating to the Software Product, as well as all its component parts (documentation, source codes, object codes, logos, graphic texts, images, etc.) remain the full and complete property of Visiativ. Similarly, and unless otherwise stipulated in the Contract, Visiativ retains exclusive ownership of all deliverables produced or supplied as part of the Additional Services.

In general, the intellectual property rights assigned or granted to the Customer do not extend to the means or tools used by Visiativ, whether or not they are subject to specific protection (copyright, patent, trademark, etc.), nor to inventions, methods, know-how, business secrets used, created or developed in the performance of the Contract.

Similarly, the trade names and trademarks of Visiativ and its Affiliated Entities, as well as all trademarks, illustrations, images and logos reproduced on the Software, whether registered or not, are and shall remain the property of their respective owners. Any total or partial reproduction, modification or use of these elements, for any reason and on any medium whatsoever, without the express prior consent of their respective owners, is strictly prohibited and constitutes an act of counterfeiting and/or unfair competition.

Visiativ declares that the Software and Deliverables provided under this Agreement do not infringe the rights of third parties and guarantees the Customer against any infringement action that may be brought against it in connection with the use of the Service.

The benefit of the aforementioned eviction warranty is subject to the following cumulative conditions:

- Visiativ be informed without delay of any claim, complaint or infringement action relating to the Service and directed against the Customer;
- The Customer will assist Visiativ in defending its interests before the courts and in controlling any negotiations with a view to a transaction with the third party in question or its agents.

In the event that such an infringement action prevents the use of the Service, Visiativ may, at its own expense and at its own option :

- Obtain the right for the Customer to continue using the Service or,
- Modify or replace the Service in such a way as to avoid any infringement.

In the event of a final and non-appealable court decision, Visiativ undertakes to compensate the Customer for the amount of the damages awarded in principal, subject to the Customer's actual payment to a third party of the sum to which the Customer has been ordered to pay.

The aforementioned eviction warranty does not apply when :

- the infringing elements or components have not been supplied by Visiativ,
- the infringing nature of the Service results from its use and/or combination with the software, hardware or equipment of the Customer and/or third parties.
- the Customer has entered into a transaction with the third party or has conducted the defense of a legal action without Visiativ's prior consent,
- the customer continues the allegedly infringing activity despite the signing of a settlement agreement, or the service of a final and non-appealable court decision,
- the Customer has not implemented the modifications, patches or updates recommended by Visiativ that would rule out infringement.

Any warranty on the Software, Services or Deliverables other than those expressed in this article is expressly excluded, without prejudice to any mandatory legal or regulatory obligation.

11. AUDIT

Visiativ reserves the right to inspect or have inspected by a third party the use of the Services by the Customer, in order to verify compliance with the

Perimeter and the obligations incumbent upon the Customer under the Contract.

The Customer is furthermore informed and expressly accepts that Visiativ may install, in the Customer's Environment and/or on the Software, technical devices enabling the use of the Software to be monitored and, in particular, the number of accesses and/or connections by Users to be "counted", in order, in particular, to identify and prevent any use of the Software that is illicit or does not comply with the Perimeter.

Visiativ undertakes to notify the Customer of the audit prior to its implementation, by any written or electronic means. Visiativ undertakes to ensure that any third-party auditor appointed to carry out the audit is bound by an appropriate confidentiality agreement. In particular, the Customer undertakes to cooperate in good faith with Visiativ and/or the third-party auditor by providing all the information required to conduct the audit, including access to technical monitoring devices, and by responding to all requests relating to the audit.

In the event that the conclusions of the audit reveal non-compliant use, and in particular non-compliance with the Perimeter and/or a price supplement will be invoiced to the Customer, retroactively if necessary, at the rate in force on the date of invoicing, to which may be added a penalty equivalent to ten percent (10%) of the amount of the price supplement paid by the Customer, excluding VAT, and the costs of the audit will be borne by the Customer.

12. GUARANTEES

The Customer acknowledges that, to the extent permitted by applicable law, the Software and Services are provided "as is" and in accordance with the terms and conditions specified in this Agreement, to the exclusion of any other undertaking and/or warranty, express or implied. The warranty of compliance of the Software and Services, as well as any associated deliverables, is expressly limited to compliance with the Contract, including the Product Documentation. Visiativ does not warrant that the Software and Services are free from defects or hazards and undertakes exclusively to remedy, with all reasonable diligence, reproducible and documented Defects. and shall not be extended to a warranty of conformity to the Customer's specific needs or business, nor to meet the Customer's own specific objectives or service levels, security measures, backup policies. It is therefore the Customer's responsibility to ensure that the Software and Services are suited to the Customer's specific needs or activity, and to have ordered the additional services necessary for its use.

For the performance of all its obligations, and taking into account the state of the art used in its profession, Visiativ undertakes to take all possible care in the performance of its obligations, and is subject to an obligation of means .

In particular, Visiativ excludes any warranty as to the performance or results obtained by the Customer or Users in connection with the use of the Software and/or Services. By placing an Order, the Customer expressly acknowledges that he has received from Visiativ all the information necessary to enable him to assess the suitability of the Services for his needs.

13. VISIATIV'S LIABILITY

Visiativ undertakes to take the utmost care, in accordance with the rules of its trade, in the performance of its duties and in the provision of the Services.

However, Visiativ shall not be held liable for any damage resulting in particular from :

- any unauthorized use of the Services and/or despite Visiativ's recommendations to temporarily suspend use;
- hardware and software included in the Customer Environment or supplied by third parties,
- use of the Services in an environment or configuration that does not comply with Visiativ's technical requirements, or in connection with third-party programs or data not expressly endorsed by Visiativ.

Visiativ may only be held liable for the financial consequences of direct and foreseeable damage caused exclusively by a breach by Visiativ of its contractual obligations under this Contract.

In no event will Visiativ be liable for any indirect, incidental, special or consequential damages, including, without limitation, damages for loss of

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business, loss of customers, loss of profits or savings, loss of markets, loss of goodwill, business interruption or any other commercial damages or financial loss arising out of the use or inability to use the Software and/or Services .

IN ANY EVENT, EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILFUL MISCONDUCT, VISIATIV'S LIABILITY MAY NOT EXCEED, FOR ALL DAMAGES COMBINED PER CONTRACTUAL YEAR, THE AMOUNT, EXCLUSIVE OF TAX, PAID BY THE CUSTOMER FOR THE PROVISION OF THE SERVICES AND/OR THE LICENSE WHICH GAVE RISE TO VISIATIV'S LIABILITY IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LOSS.

The present clause shall remain applicable in the event of nullity, resolution or termination of the present Contract.

14. CUSTOMER OBLIGATIONS

The Customer undertakes to declare complete and accurate information when entering into the Contract, and to notify Visiativ of any change affecting the information concerned, and in particular his payment information. The Customer further acknowledges that the provision of Services and the proper performance of the Contract are subject to the Customer's compliance with the obligations set out in this article.

In particular, the Customer undertakes to cooperate actively and regularly throughout the term of the Contract in order to contribute to the successful completion of the Software and/or Services, and in particular :

- to communicate to Visiativ and to make available to Visiativ any element, information and/or document, if necessary at the request of Visiativ and/or the Publisher, which are necessary for the provision of the Software and/or the Services, and in particular to report any Anomaly;
- to ensure that its personnel have received appropriate training and to designate one or more dedicated persons with the authority and competence to act as Visiativ's single point of contact,
- to comply with the deadlines set, to carry out preliminary checks and to participate actively, where appropriate, in the acceptance procedure for the Services;
- apply for and obtain all legal, administrative, regulatory and/or contractual authorizations required for the performance of the Contract.
- to respect the planning schedule for completion of the Services.

15. INSURANCE

During the term of the Contract, each Party undertakes to maintain, at its own expense, any insurance to cover its liability under the Contract, and in particular its professional civil liability, and thus to cover all damage that may arise in the performance of the Contract.

16. FORCE MAJEURE

Neither Party may be held liable if non-performance or delay in performance of any of its obligations is due to force majeure. Should the force majeure continue for more than sixty (60) days, the Contract may be terminated at the initiative of either Party, without entitlement to compensation on either side.

Force majeure includes strikes of any kind, problems or delays in Visiativ's supply of Products and licenses relating to Services, breach of contracts with Publishers if not exclusively attributable to Visiativ, fire, embargoes, bad weather, flooding, epidemics, pandemics, Internet connection problems, war, riots, social unrest, work stoppages, production stoppages due to unforeseen breakdowns, malicious attacks even though Visiativ has taken all measures to avoid them, denial of service attacks.

17. SUSPENSION - TERMINATION

17.1 Suspension

Without prejudice to its rights and remedies, Visiativ reserves the right to suspend the performance of the License and/or the Services:

- eight (8) days after a notification sent by any written or electronic means has remained unanswered in the event of total or partial non-fulfilment of its obligations by the Customer, and in particular its payment obligation;
- immediately in the event of non-performance by the Customer that compromises the protection and/or security of the Software, intellectual property rights, installations, technologies or property of Visiativ and/or the Publisher; or in the event of non-compliance with the provisions and rules of the Visiativ Business Code of Conduct.

Throughout the period of suspension of all or part of the Services, the price of the Services remains payable by the Customer.

17.2 Contract termination

17.2.1. Notwithstanding the article "Duration", the Customer may terminate the Contract in the event of refusal of the new Service Agreement sent by Visiativ under the conditions of article 5.6.

17.2.2. Notwithstanding the article "Duration", each Party may terminate the Contract ipso jure in the event of a serious breach by the other Party of one of its contractual obligations which has not been remedied within thirty (30) days of the sending of a registered letter with acknowledgement of receipt notifying said breach and stating its intention to avail itself of the benefit of the present resolatory clause . In particular, the following shall be considered as breaches by the Customer justifying termination of the Contract:

- Failure to comply with the Perimeter of Use and the specific conditions of use of the Software, and in particular the conditions of access ;
- Non-compliance with the obligation to pay the price of the Services ;
- Any infringement of Visiativ's and/or the Publisher's intellectual property rights;
- Any breach of the obligation of confidentiality and more generally any disloyal behaviour detrimental to Visiativ.

It is expressly agreed that a serious breach of the Contract by Visiativ within the meaning of the present article is any repeated failure to comply with the service levels set out in the Contract, beyond the limits set for the application of penalties. Unless otherwise stipulated in the Contract, termination of the Contract for any reason whatsoever entails the interruption of access to the Services, the expiry of the user licenses granted to the Customer for the Software and the obligation for the Customer to uninstall the Software on the Customer's Environment.

By mutual agreement between the Parties, and in express derogation of article 1214 of the French Civil Code, the Contract is concluded for a fixed term, notwithstanding its renewal. Consequently, any early termination of the Contract at the Customer's initiative will result in the immediate payment of all sums that Visiativ would have received if the Contract had continued to its term.

The Customer expressly acknowledges and accepts that the termination of this Agreement for any reason whatsoever does not automatically entail the termination of any financing agreement entered into with a financial institution to finance all or part of the Services. Consequently, notwithstanding the early termination of the Contract, the Customer remains bound to respect his commitments to pay the "rents" due to the financier, even though the Services are no longer provided. In the event of early termination of the financing contract, the Customer will be liable in the same way for all rental payments due up to the agreed contractual term. The Customer hereby waives all liability or guarantee claims against Visiativ in respect of the performance of the financing contract.

The Parties undertake to respect the confidentiality obligations set out in this Agreement for a period of two (2) years following termination of the Agreement. Termination of the Contract shall not release the Parties from their obligations which, by virtue of their duration or nature, survive termination of the Contract, and in particular the provisions of the Contract relating to intellectual property.

18. COMPLIANCE - REGULATIONS

The Parties undertake to comply with all applicable laws and regulations, as well as with all the provisions and commitments set out in the Visiativ code of conduct, and in particular the rules and commitments relating to :

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- compliance with labour legislation;
- personal data protection ;
- preventing and combating corruption and influence peddling.

With respect to labor and social legislation, Visiativ undertakes to apply all legal and regulatory provisions that it is responsible for complying with, and in particular to provide the Customer, at its request, with any certificates that the latter may require. Visiativ's personnel remain employees of Visiativ and perform their duties under the direction, control and responsibility of Visiativ.

In this respect, the Customer undertakes not to commit, authorize or permit, directly or indirectly in the negotiation, conclusion or performance of this Contract, any act which would lead to a breach of any law or regulation, and in particular any regulation relating to the fight against corruption, influence peddling or fraud, or to a breach of the rules relating to business ethics.

Under the terms of the Contract, the Customer undertakes to comply strictly with applicable export laws and regulations (export control). In any event, Visiativ shall not be held liable in the event that export controls and restrictions imposed by law and/or regulation prohibit or restrict the supply of Products and/or Services to the Customer.

In the event of the Customer's failure to comply with the provisions of this Clause, Visiativ reserves the right to terminate the Contract ipso jure and without delay, in accordance with the article "Termination".

19. REFERENCES

The Customer authorizes Visiativ to use the Customer's references, name, trademarks and logos as a commercial reference or for any public distribution (press and internet in particular), all media, and solely for this purpose.

The Customer undertakes to mention the Visiativ name and brand on any Visiativ product or service, and this for any use, access to the Software and/or Services or documentation referring to it.

20. NON-SOLICITATION OF PERSONNEL

The Customer is prohibited from soliciting, poaching, offering employment to, hiring or having employed, directly or indirectly, any Visiativ employee or agent without the latter's prior written consent.

This prohibition applies for the duration of the Contract and for twelve (12) months following termination of the Contract for any reason whatsoever.

Any violation of these prohibitions will automatically entail payment by the Customer of compensation equal to twelve (12) times the last gross monthly salary of the employee hired under these conditions.

21. OUTSOURCING

Visiativ reserves the right to use any subcontractor of its choice, including any Affiliated Entity, with Visiativ remaining responsible for the performance of the Contract. The Parties agree that the provisions concerning subcontracting within the meaning of the applicable regulations are described in the Agreement relating to the protection of personal data.

22. TRANSFER

The Contract, as well as the rights or obligations it provides for, may not be assigned or transferred by the Customer, whether in exchange for payment or free of charge, without Visiativ's prior written consent. Visiativ may freely assign or transfer this Contract and all its rights and obligations without formalities, in particular to its Affiliated Entities.

23. PROOF AGREEMENT

In addition to the legal provisions recognizing the evidentiary value of digital writing, the Parties acknowledge the validity and evidentiary value of e-mails, SMS messages, notifications made by the Parties and digitized documents exchanged between them in the context of the Contract, including all computer and electronic elements established and/or stored by Visiativ via its support tools.

24. GENERAL PROVISIONS

Non-waiver. The fact that one of the Parties does not avail itself at a given time of any provision of the Contract may not be interpreted as a waiver of the right to avail itself subsequently of any of the said conditions.

Interpretation. In the event of any doubt as to the interpretation of a clause or in the absence of any mention enabling the extent of Visiativ's obligations to be determined, the Customer acknowledges that Visiativ's obligations are to be understood as obligations of means.

Partial nullity. The annulment of any of the clauses or paragraphs contained in these General Terms and Conditions of Sale or in other contractual documents, in particular by a court decision, shall not affect the other provisions, which shall continue to have full and complete effect.

Language. In the event of translation of these General Terms and Conditions of Sale and the Contract, only the French version shall prevail between the Parties, which the Customer expressly acknowledges and accepts, regardless of nationality.

Entire Agreement. The Contract expresses the entire agreement of the Parties, and takes precedence over all previous verbal and/or written undertakings relating to the same subject matter.

Independence. The Parties acknowledge that they are acting as independent co-contractors. This Agreement shall not create a company or association of any kind between them.

25. CHOICE OF JURISDICTION CLAUSE

THE CONTRACT IS SUBJECT TO FRENCH LAW.

FAILING AMICABLE AGREEMENT, THE LYON COMMERCIAL COURT SHALL HAVE SOLE JURISDICTION TO HEAR ANY DISPUTES ARISING IN ANY RESPECT WHATSOEVER FROM THESE GENERAL TERMS AND CONDITIONS AND THE CONTRACTS TO WHICH THEY APPLY. THIS CLAUSE OF ATTRIBUTION OF COMPETENCE, BY EXPRESS AGREEMENT BETWEEN THE PARTIES, WILL APPLY EVEN IN THE EVENT OF PLURALITY OF DEFENDANTS, OF APPEAL IN GUARANTEE AND FOR THE CONSERVATORY PROCEDURES, IN SUMMARY PROCEDURE OR BY PETITION.

26. DEFINITIONS

The terms and expressions defined below have the following meanings for the purposes of the Contract:

Anomaly: refers to any reproducible malfunction of the Software, preventing it from being used in accordance with its Documentation.

Blocking Anomaly: means an Anomaly that renders the use of all Software functionalities impossible.

Major Anomaly: means an Anomaly which prevents the execution of the main functions of the Software, as described in the documentation, and which causes serious and abnormal inconvenience to the Customer in the use of the Software.

Minor Anomaly: designates an Anomaly other than Blocking or Major.

Customer: designates any legal entity acting for the needs of its professional activity which issues an Order with a view to benefiting from the Services.

Order: designates the order issued by the Customer with a view to benefiting from the Services under the conditions of article 3 referring to the Visiativ Offer.

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Special Conditions: refers to the special conditions detailing the terms and conditions for the provision of Services by Visiativ which, once accepted, constitute an Order within the meaning of article 3.

Contract: means either the General Terms and Conditions of Sale and the Special Terms and Conditions of Sale, or the Online Order, all of which have been accepted in accordance with article 3 and which include all their Appendices and the documents to which they refer.

Specific Developments: refers to software developments specifically carried out by Visiativ at the Customer's request in order to meet needs not covered by the Software's standard functionalities.

Publisher: refers to any company that designs, develops and markets Third-Party Software.

Affiliated Entity: means any company which is controlled by, which controls or which is under common control with a Party within the meaning of article L.233-3 of the French Commercial Code.

Customer Environment: refers to the physical, logical and IT environment from which the Customer and/or Users access the Software and/or Services.

Training: refers to training provided by Visiativ to the Customer's employees, who place the Order, and which relates to the Services subscribed to and/or the equipment acquired from Visiativ.

Visiativ Group: refers to Visiativ and all its Affiliated Entities.

Deliverable: means any document, product, study, set of data and/or result provided or produced by Visiativ as part of the provision of Services to the Customer, including in particular all parameterizations, interfaces and/or training media, but excluding Specific Developments.

Software: means any software designed, developed or marketed by Visiativ and provided as part of the Services, including Third-Party Software, as well as its associated documentation.

Third-party software: refers to any software designed or developed by a third party, as well as its associated documentation.

Maintenance: means the maintenance and support service provided by Visiativ in execution of the Contract.

Update: means a version of the Software that includes any bug fixes and/or improvements. Updates include Major Versions, Minor Versions and Corrective Updates.

Perimeter: refers to the perimeter of the right to use the Software(s) granted to the Customer, defined in the Contract, delimited by reference to (i) a territory, (ii) a duration and/or (iii) a number of Users, connections, accesses, logical or physical environments and/or more generally to any metric, volume or unit of work limiting the Customer's right to use.

Services: refers to all services provided by Visiativ in execution of the Contract and which are provided for in the Contract, including the license to use the Software under the conditions of article 5.1.

User: means any natural person to whom the Customer intends to grant access to the Software, under the conditions set out in this Agreement.

Major Version: refers to a new version of the Software that incorporates improvements, new functionalities compared to the previous version and/or major technical modifications to the Software.

Visiativ: refers to the member company of the Visiativ Group mentioned in the Order confirmation sent to the Customer and which provides the Services under the Contract.