

## GENERAL TERMS AND CONDITIONS

All Products and Professional Services are subject to these General Terms and Conditions (hereinafter referred to as the “**General Terms and Conditions**”), which are available through the following URL address <https://arkance.world/be-nl/legal/terms-and-conditions-of-business> and which can be downloaded before acceptance.

These General Terms and Conditions are between the Supplier and the Client which has executed a Purchase Order(s) that incorporates these General Terms and Conditions by reference.

By signing the Agreement or accepting the Purchase Order, the Client acknowledges having fully read and accepted these General Terms and Conditions. Unless otherwise agreed in writing, no other terms shall apply.

By signing the Agreement or accepting a Purchase Order(s) that is subject to General Terms and Conditions, the Client agrees that the Schedules that are attached to these General Terms and Conditions are incorporated into these General Terms and Conditions. If a term is relevant only to a specific Schedule, that term applies only to that Schedule when that Schedule is incorporated into these General Terms and Conditions.

### 1. PREAMBLE

The Supplier is a leading partner in digitising the building, construction, and manufacturing industries.

The Supplier supplies global service and various software products which are published by the Supplier, its Group Subsidiaries or by Third Parties Vendor(s) for which the Supplier is acting as an agent or as a reseller.

The Client wishes to have a license for the Products and/or subscribe to the Professional Services provided by the Supplier for its internal use.

The Supplier has agreed to provide such Products and/or Professional Services to the Client pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

### 2. DEFINITIONS

The following terms shall have the respective meanings set forth below:

<b>Agreement</b>	refers collectively to all provisions which govern the supply of Product(s) and/or Professional Service(s) including the Purchase Order(s), the Support Agreement, the Statement of Work and the General Terms and Conditions.
<b>Anti-Bribery Laws</b>	means any law, statute, declaration, decree, directive, legislative text, order, ordinance, regulation, rule or any other binding restriction (in its amended, consolidated or codified version where applicable) which deals with anti-bribery regulations to which a Party is subject including without limitation U.S. Foreign Corrupt Practices Act of 1977 (“FCPA”), UK Bribery



Act 2010, and French Law n° 2016-1691 dated 9th December 2016 ("Sapin 2").

<b>Control</b>	means the ability for an individual or legal entity to direct the affairs of another legal entity, whether by virtue of the ownership of shares, contract or otherwise.
<b>Consultant(s)</b>	refers to the Supplier's personnel, authorized agents or qualified third party contractors which are assigned by the Supplier in the provision of Professional Services under the Agreement.
<b>Customisation Services</b>	shall consists in customer project development services which may be provided by the Supplier and/or its Group Subsidiaries to the Client under the Agreement. Customisation Services includes notably without limitation customer-based specific development work and software customization.
<b>Confidential Information</b>	means the confidential and/or proprietary information of a Party, whether communicated orally or in writing to the other Party under this Agreement, including, without limitation, information concerning inventions, trade secrets, know-how, methods, processes, techniques, code, technologies, existing and potential customer and clients lists, service descriptions, product specifications, financial information, strategic business plans, other technical, business, and operational information and including the terms and conditions of this Agreement.
<b>Client</b>	refers to the entity which has accepted the Purchase Order issued by the Supplier and which acts in its name and, as the case may be, for and on behalf of the Subsidiaries of its Group.
<b>Cloud Based Products</b>	refers to software programmes accessible remotely and hosted on server managed by the Supplier, its Group Subsidiaries or Third Party Vendors
<b>Data Protection Laws</b>	means any law, statute, declaration, decree, directive, legislative text, order, ordinance, regulation, rule or any other binding restriction (in its amended, consolidated or codified version where applicable) which deals with the protection of individuals with regard to the processing of Personal Data and to which a Party is subject, including without limitation the GDPR and any applicable data privacy laws and regulations, as regularly amended.
<b>Desktop Products</b>	refers to software programmes installed directly on a User's computer.
<b>Documentation</b>	refers to the manuals, guides, instructions, specifications, training materials, auditing documentation, tutorials and all other related materials in any form whatsoever related to the Products and/or Professional Services which are made available to the Client by the Supplier as part of the Agreement.
<b>Export Controls Laws</b>	means any law, statute, declaration, decree, directive, legislative text, order, ordinance, regulation, rule or any other binding restriction (in its amended, consolidated or codified version where applicable) which deals



with export controls regulations and to which a Party is subject, including without limitation the US Export Administration Regulations, the European regulation n°428/2009 of 5 May 2009 setting up a community regime for the control of exports, transfer, brokering and transit of dual-use items, the European regulation n°2021/821 setting up a Union regime for the control of exports, brokering, technical assistance, transit and transfer of dual-use items and the French Decree no. 2001-1192 of 13th December 2001 on the control of exports, imports and transfers of dual-use goods and technologies.

<b>Force Majeure</b>	shall mean an event beyond the control of a Party, which could not be reasonably foreseen when the Agreement was executed and whose effects cannot be avoided by appropriate measures.
<b>GDPR</b>	refers to the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016.
<b>Group</b>	refers all companies which are directly or indirectly Controlled by the same parent company.
<b>Intellectual Property Rights</b>	means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the “look and feel” of any websites.
<b>Outsourcing Services</b>	refers to the leasing of resources from the Supplier and/or its Group Subsidiaries by the Client under the Agreement.
<b>Party / Parties</b>	refers (i) individually either to the Client or the Supplier and (ii) collectively to the Client and the Supplier.
<b>Personal Data</b>	has the meaning indicated in the GDPR.
<b>Product(s)</b>	shall refer to all or part of the software products which are marketed by the Supplier and/or its Group Subsidiaries, and which notably include Desktop Products and Cloud Based Products. The Products which are provided by the Supplier and/or its Group Subsidiaries to the Client under the Agreement are set forth in the Purchase Order(s).
<b>Purchase Order(s)</b>	means the contractual document entered into between the Parties describing (i) the Product(s) and/or the Professional Service(s), (ii) the



pricing of the Product(s) and/or the Professional Service(s) (iii) the Initial Period/Subsequent Period and (iv) the Territories.

**Professional Service(s)**

shall refer to all or part of the services that are provided from time to time by the Supplier and/or its Group Subsidiaries under the Agreement and which notably include (i) Training Services (ii) Support Services, (iii) Customisation Service(s), (iv) Outsourcing Service(s) and/or (v) any additional expert advice in relation to the Products which notably includes without limitation digitalization related consultancy services, implementation consultancy (installations, project management, documentations, architecture ), sustainability consulting (digitalization as a tool), BIM consultancy, data & document management services, BIM production & project support, workflow optimization, tech advisory services, project mentoring and staff augmentation, BIM/CAD standard development, consultancy services for surveys, auditing, documentation, digital engineering (e.g. laser scanning, creation of 3d geometrical model, etc.), GIS services and content creation (e.g. smart content, distribution of elements to libraries, etc.). The list of Professional Services which are provided by the Supplier and/or its Group Subsidiaries under the Agreement are set forth in the Purchase Order(s).

**Statement of Work**

means a statement of work which sets out specific details of the implementation of the Product(s) and/or the supply of Professional Services by the Supplier, its Group Subsidiaries and/or their Subcontractors. The

**Subcontractor(s)**

means any third party who provides any part of the Professional Services to the Client on behalf of the Supplier and/or its Group Subsidiaries.

**Subsidiary**

means in reference to any Party, any other entity that: (a) directly or indirectly controls or is controlled by such Party; or (b) is directly or indirectly controlled by an entity that also directly or indirectly controls such Party (under common control).

**Subscription Period**

means the duration of the subscription to the Products and/or the Professional Services by the Client which is set forth under the relevant Purchase Order(s).

**Supplier**

refers the entity of ARKANCE Group which has issued the Purchase Order accepted by the Client and which acts in its name and, as the case may be, for and on behalf of the Subsidiaries of its Group.

**Support Services**

means the services to support and maintain the Product(s) as described in the Support Agreement.

**Support Agreement**

means the terms which applies to the Support Services.

**Territories**

shall refer to the jurisdictions as defined in the Purchase Order's where the Supplier and/or its Group Subsidiaries provide Products and/or Professional Services to the Client under this Agreement.



<b>Third Party Software</b>	refers to software products that are included in the Product(s) and developed, owned and made available to the Client by third parties which do not belong to the Supplier or any Subsidiary of its Group.
<b>Third Party Vendor(s)</b>	refers to the third party software publisher which has designated the Supplier as an agent or as a reseller for marketing the Third Party Software.
<b>Training Services</b>	refer to different type/level of trainings (e.g. advance trainings, eLearning's, in person trainings, etc.) in relation to the Products and/or to Third Party Software which may be provided by the Supplier, its Group Subsidiaries and/or their Subcontractors to the Client under this Agreement.
<b>User(s)</b>	refers to any employees and consultants of the Client who have been granted with an access to all or part of the Products.
<b>Update(s)</b>	means any modification or addition when made or added to the Product(s) that corrects errors or provides minor functionality enhancements, but does not change its overall utility, functional capability, or application.
<b>Upgrade(s)</b>	means an addition to the Product(s) which implements additional features or functionalities, or which produces substantial and material improvements.
<b>Version(s)</b>	means the number which identifies a specific version of the Product(s).

In this Agreement, unless the context otherwise requires:

- (i) any references, express or implied, to statutes or statutory provisions shall be construed as references to those statutes or provisions as respectively amended or re-enacted or as their application has been modified by other provisions (whether before or after the date of this Agreement) and shall include any orders, regulations, instruments or other subordinate legislation under the relevant statute or statutory provision.
- (ii) references to Clauses and Schedules are to clauses in and schedules to this Agreement. The Schedules to this Agreement form part of this Agreement as if set out in full in the body of this Agreement.
- (iii) headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.
- (iv) references to persons shall be deemed to include natural persons, companies and other bodies corporate, unincorporated associations, partnerships, firms and government bodies, governments, states and any other organisations (whether or not in each case having separate legal personality).
- (v) the singular shall be deemed to include the plural and vice versa.
- (vi) the terms include, including, for example, such as and in particular or any similar expressions shall be construed as illustrative, without limiting the sense or scope of the words preceding them.

- (vii) any reference to writing includes any method of representing words in a legible form including writing in an electronic or visible display screen, such as email and written shall be construed accordingly.
- (viii) any reference to a statute, statutory instrument, rule or regulation or any of its provisions shall be construed as a reference to that statute, statutory instrument, rule, regulation or provision as the same may have been or may be amended or re-enacted from time to time.
- (ix) any reference to a statute or statutory provision is a reference to such statutory provision and to all orders, regulations, instruments or other subordinate legislation made under such statute or statutory provision.

### 3. PURPOSE

The purpose of the Agreement is to set forth the terms and conditions under which the Supplier shall provide the Products and/or the Professional Services to the Client.

### 4. SCOPE

The Client is granted a license for the Product(s) and/or subscribes to the Professional Service(s) in its name and, as the case may be, in the name and on behalf of the Subsidiaries of its Group.

The Client shall be solely responsible for compliance by the Subsidiaries of its Group with the provisions of this Agreement and shall cause the Subsidiaries of its Group to comply with the obligations set out in this Agreement.

The list of the Subsidiaries of Client's Group which may benefit of the Product(s) and/or the Professional Service(s) under the Agreement are set forth in the Purchase Order.

This list may be amended from time to time if the Parties agree, provided that (i) the Subsidiaries of its Group are not located in a jurisdiction which is subject to international sanctions and (ii) this does not violate the licence terms of the Third Party Vendor(s).

In any event, the Product(s) and/or the Professional Service(s) which are supplied under the Agreement are directly invoiced to the Client by the Supplier and/or its Group Subsidiaries.

### 5. CONTRACTUAL DOCUMENTS

The contractual documents listed below form part of the Agreement. In the event of any inconsistencies between such contractual documents, they will be in the order of precedence as stated below:

- (i) the Purchase Order(s);
- (ii) the Support Agreement;
- (iii) the Statement of Work;
- (iv) the General Terms and Conditions.



Any other documents are expressly excluded from the contractual documents.

## 6. ENTRY INTO FORCE – TERM

### 6.1 General Terms and Conditions

The General Terms and Conditions shall enter into force upon their acceptance by the Client.

The General Terms and Conditions shall be in force for the initial period set out within the Purchase Order(s) and/or Statement of Work (the “**Initial Period**”) and shall be tacitly reconducted for additional periods set forth under the Purchase Order(s) and/or Statement of Work (the “**Subsequent Period**”), unless one of the Parties notifies to the other Party, by registered letter at least six (6) months before the expiry of the Initial Period and/or each Subsequent Period, its decision not to reconduct the General Terms and Conditions.

### 6.2 Purchase Order(s)

Unless otherwise agreed, the Purchase Order shall enter into force upon its acceptance by the Client.

### 6.3 Support Agreement

The Support Agreement shall enter into force upon its signature by both Parties or its acceptance by the Client through a Purchase Order.

### 6.4 Statement of work

The Statement of Work shall enter into force upon its signature by both Parties or its acceptance by the Client through a Purchase Order.

## 7. TERMINATION

Either Party may terminate the General Terms and Conditions and/or any Purchase Order(s) immediately or on the expiry of the period specified in the termination notice, by giving written notice to the other Party if:

- (i) the other Party is in material breach of the General Terms and Conditions and/or the Purchase Order(s) and such breach is not remedied within thirty (30) days after receipt of such notice of breach; or
- (ii) the other Party is in material breach of the General Terms and Conditions and/or the Purchase Order(s), which is irremediable.

The Supplier and/or its Group Subsidiaries may terminate the General Terms and Conditions, the Support Agreement and/or the Purchase Order(s) without any indemnification by giving written notice to the Client if the relevant Third Party Vendor terminates the agent or reseller agreement with the Supplier or ceases to market the Products for which the Supplier and/or its Group Subsidiaries is acting as an agent or reseller. In this case, the Supplier shall have no obligation to the Client and/or its Group Subsidiaries for compensation or for damages of any kind. The Client hereby waives any rights that may be granted to it under any laws or regulations or otherwise which are not expressly granted to it by the General Terms and Conditions.

In the event of termination of the General Terms and Conditions, the Purchase Order(s) shall remain in force until the end of the Subscription Period and the Client will have no possibility to

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submit new Purchase Order(s). In the event of termination of a Purchase Order, the General Terms and Conditions shall remain in force. Expiry or termination of the Purchase Order(s) shall not affect the performance of the General Terms and Conditions and/or the other Purchase Order(s).

Notwithstanding the foregoing, upon expiry or termination of the General Terms and Conditions and/or the Purchase Order(s) for any reason whatsoever:

- (i) the Client shall immediately stop using the Product(s) and, as the case maybe, uninstall the Desktop Product(s), destroy and delete or, if requested by the Supplier and/or its Group Subsidiaries, return any copies of the Product(s), the Professional Service(s) and/or Documentation;
- (ii) the Client shall pay the Supplier and/or its Group Subsidiaries for all accepted Professional Services provided in accordance with the Purchase Order(s) and the part of the Professional Services performed even is the Professional Service have not been accepted in whole part and the General Terms and Conditions up to the effective date of termination on a pro rata basis at the rates specified in the applicable Purchase Order(s) or at the Supplier's current rates.

## 8. REPRESENTATIONS

Each Party represents, warrants and undertakes to the other Party as follows:

- (i) each Party is a corporation or other entity duly incorporated or organized, validly existing, and in good standing under the laws of the state of incorporation or organization;
- (ii) each Party has the capacity and authority to enter into this Agreement;
- (iii) the persons entering into this Agreement on behalf of each Party have been duly authorized to do so;
- (iv) this Agreement and the obligations created hereunder are binding upon the Parties and enforceable against the Parties in accordance with their terms and do not and will not violate the terms of any other agreement, or any judgment or court order, by which the Parties are bound;
- (v) each Party has all requisite power and authority to execute, deliver and perform its obligations under this Agreement;
- (vi) there is no proceeding pending or threatened which to the Party's knowledge, challenges or may have a material adverse impact on this Agreement or the ability of the Party to perform its obligations pursuant to this Agreement; and
- (vii) neither Party has withheld any information which is required for effective performance of the contractual obligations under this Agreement and that information's provided to the other Party are complete, true and accurate to the best of its knowledge and belief.

Each Party acknowledges that the other Party has entered into this Agreement in reliance on the representations, warranties and undertakings set out in this Article 8.



## 9. THIRD PARTY VENDOR(S)

When the Supplier and/or its Group Subsidiaries is acting as an agent, the Client has a direct contractual relationship with the relevant Third Party Vendor(s). In this case, the Client may benefit from any representations, indemnities and warranties which may be provided by the Third Party Vendor(s) and the Supplier and/or its Group Subsidiaries shall be hold and harmless against any claims of the Client and/or its Group Subsidiaries related to the Third Party Software.

When the Supplier and/or its Group Subsidiaries is acting as a reseller, the Client has no direct relationship with the relevant Third Party Vendor(s). In this case, the Client shall comply with the obligations which are set forth under Schedule 1.

## 10. ORDERING

The Client may subscribe the Product(s) and/or the Professional Services in its name and, as the case may be, in the name and on behalf of the Subsidiaries of its Group.

The Supplier and/or its Group Subsidiaries shall complete the Purchase Order(s) with all relevant information by using a Purchase Order(s) and send it to the Client for validation. The Client shall accept the completed Purchase Order(s) within three (3) business days from its receipt. If the Client does not accept the Purchase Order(s) within such timeframe, the Purchase Order(s) shall be deemed to be rejected.

## 11. DELIVERY

### 11.1 Desktop Product(s)

Unless otherwise agreed in writing, the Supplier and/or its Group Subsidiaries shall deliver the Desktop Product(s) published by the Supplier and/or its Group Subsidiaries to the Client in accordance with the delivery terms specified in the relevant Purchase Order. The Desktop Products(s) published by Third Party Vendors shall be delivered by Third Party Vendors in accordance with their delivery terms.

Risk of loss or damage to the Desktop Product(s) published by the Supplier and/or its Group Subsidiaries shall pass from the Supplier and/or its Group Subsidiaries to the Client upon delivery.

Unless otherwise agreed, the Client shall be responsible for the installation of the Desktop Product(s).

The Client shall at its own expense prepare the operating environment of the Desktop Product(s) in conformity with the Supplier's and/or its Group Subsidiaries' or Third Party Vendors' instructions.

If it has been agreed that the Supplier and/or its Group Subsidiaries shall install the Desktop Product(s), the Supplier and/or its Group Subsidiaries shall in good time provide the Client with written instructions in order for the Client to arrange the operating environment in conformity with the Supplier's and/or its Group Subsidiaries or Third Party Vendors' instructions. In this case, the Supplier and/or its Group Subsidiaries shall be entitled to inspect the operating environment at a time to be agreed by the Parties prior to the agreed time of installation.

If it has been agreed that the Supplier and/or its Group Subsidiaries shall install the Desktop Product(s), the Client shall arrange access to the Supplier and/or its Group Subsidiaries to the installation premises at a time to be agreed by the Parties for the performance of the installation. If access to the installation premises is not possible at the agreed time, the Supplier and/or its

Group Subsidiaries has the right to reschedule the installation and receive compensation for any schedule changes and the reorganization of work. The Client shall at its own expense arrange the working and storage space and any other resource identified as necessary for the installation by the Supplier and/or its Group Subsidiaries.

### **11.2 Cloud Based Product(s)**

The Supplier and/or its Group Subsidiaries shall deliver the Cloud Based Product(s) to the Client in accordance with the delivery terms specified in the relevant Purchase Order.

The Cloud Based Product(s) shall be made available remotely by the Supplier, its Group Subsidiaries or the relevant Third Party Vendors.

The receipt by the Client of the e-mail sent by the Supplier, its Group Subsidiaries and/or by the relevant Third Party Vendor shall constitute delivery of the Cloud Based Product(s) concerned.

### **11.3 Customisation Service(s)**

The Supplier and/or its Group Subsidiaries shall deliver the Customisation Service(s) to the Client in accordance with the delivery terms specified in the relevant Purchase Order and instal them in the agreed operating environment for the acceptance test specified in Article 14.1 0.

The Supplier and/or its Group Subsidiaries shall deliver to the Client the software included in the Customisation Service(s) in machine-readable form together with such descriptions of open application programming interface possibly specified by the manufacturer.

The Client shall at its own expense prepare the operating environment of the Customisation Service(s) in conformity with the Agreement. The Supplier and/or its Group Subsidiaries shall provide the Client with the necessary specifications of the operating environment in writing and in good time before the delivery, if they have not been specified in the Agreement. The Supplier and/or its Group Subsidiaries shall be entitled to inspect the operating environment at a time to be agreed by the Parties prior to the agreed time of installation. The Client shall arrange access to the Supplier and/or its Group Subsidiaries to the installation premises at a time to be agreed by the Parties for the performance of the installation. The Client shall at its own expense arrange the working and storage space and any other resource identified as necessary for the installation by the Supplier and/or its Group Subsidiaries.

Unless otherwise agreed between the Parties, the instructions and other documentation included in the delivery shall be in English.

The risk of loss or damage to the Customisation Service(s) shall pass to the Client when the Customisation Service(s) has been delivered to the Client.

### **11.4 Professional Service(s) other than Customisation Services**

The Parties shall define the timetable applicable to the delivery of the Professional Service(s) in the Statement of Work.

The Supplier and/or its Group Subsidiaries shall regularly provide the Client with information on the progress of the provision of the Professional Service(s).

## **12. OBLIGATIONS**

### **12.1 Client's obligations**

The Client undertakes to:

- (i) collaborate in good faith with the Supplier and/or its Group Subsidiaries;
- (ii) perform all tasks and obligations described in the Agreement and particularly in the Statement of Work;
- (iii) designate from among its personnel a dedicated contact who shall have all skills required to manage software configurations;
- (iv) promptly communicate to the Supplier all information which may be requested by the latter, after first checking that it is complete and accurate;
- (v) pay the fees defined for the Products and/or the Services as set out in Article 22

The Client shall facilitate the provision of necessary information and the completion of tasks to ensure that deliveries can be executed as agreed, both on time and in accordance with the agreed terms. The Supplier and/or its Group Subsidiaries reserves the right to modify the content or schedule of the delivery if, during the course of the delivery, all required information has not been provided or tasks have not been completed due to the Client, in a manner that allows the delivery to be carried out as agreed.

## 12.2 Supplier's obligations

The Supplier and/or its Group Subsidiaries undertakes to:

- (i) supply the Products and/or the Professional Services to the Client in accordance with the provisions of the Agreement as part of an obligation of means and in compliance standard market practice;
- (ii) assign competent and duly trained personnel to the performance of the Agreement;
- (iii) request from the Client any information required for the proper performance of the Agreement;
- (iv) notify the Client of any change or incident of which it is aware that may affect the performance of the Agreement.

## 13. INSTALLATION / IMPLEMENTATION

### 13.1 Systems requirements

The systems requirements which may be required for the installation and/or implementation of the Products may be provided by the Supplier upon request.

The Client is fully responsible for complying with and maintaining all these systems requirements.

### 13.2 Desktop Product(s)

Unless otherwise agreed between the Parties, the Client shall download and install the Desktop Product(s) on its IT systems.

The Client shall designate the User(s) who will be authorized to use the Desktop Product(s).

The User(s) may only access the Desktop Product(s) from its workstation.

The Desktop Products may be used online or offline but connection to the internet is required for software download, activation, update, or license transfer to another workstation.

The Client undertakes to install any Update and/or Upgrade which may be required by the Supplier, its Group Subsidiaries and/or, as the case may be, the Third Party Vendor(s) in accordance with its terms of use and conditions.

### **13.3 Cloud Based Product(s)**

The Client is not required to install Cloud Based Product(s) on its workstation.

The Client shall designate the User(s) who will be authorized to access the Cloud Based Product(s).

The User(s) will receive a login or a token, which they can use to access the Cloud Based Product(s) which are hosted on the server managed by the Supplier or any Subsidiaries of its Group.

The User(s) may access the Cloud Based Product(s) from any workstation after logging in, but only one active connection can be maintained at a time for a specific login.

Cloud Based Product(s) always require a connection to the internet.

It is the Client's sole responsibility to warrant a connection to the internet.

### **13.4 Implementation**

If the Products require implementation services, the Supplier and/or its Group Subsidiaries shall perform any required implementation services as described in the Statement of Work.

Except where the relevant Statement of Work provides otherwise, scheduling of the Supplier and/or its Group Subsidiaries' resources must be agreed to by the Supplier and/or its Group Subsidiaries no later than ten (10) business days prior to the date Supplier and/or its Group Subsidiaries' work is scheduled to begin. Subsequent scheduling changes requested by the Client may result in additional fees.

If the Client changes the project schedule more than ten (10) business days, the Supplier and/or its Group Subsidiaries has the right to adjust the delivery time and intermediate milestones accordingly. In that case, the Supplier and/or its Group Subsidiaries will no longer guarantee the project timeline or the availability of its resources.

Unless otherwise specified in the relevant Statement of Work, the Client may delay or postpone the start date of any Statement of Work at any time by providing the Supplier and/or its Group Subsidiaries ten (10) business days prior written notice. Should any such notice not have been received by the Supplier and/or its Group Subsidiaries, the Client will be invoiced for the planned hours under that Statement of Work or in the case of a fixed fee Statement of Work, a prorated amount corresponding to the planned or will be invoiced.

## 14. ACCEPTANCE

### 14.1 Customisation Service(s)

Unless otherwise agreed in writing, the Supplier and/or its Group Subsidiaries shall inform the Client when the Customisation Service(s) is ready for the Client's acceptance test that the Client should initiate within fifteen (15) calendar days of such information.

The Client shall not postpone the delay for the acceptance of the Customisation Service(s) for more than seven (7) calendar days from the date from which the Supplier notified the Client that the Customisation Service(s) are ready for testing.

The duration and scenario of the aforementioned acceptance test are stated in the relevant Statement of Work.

The Client shall perform the acceptance test for the Customisation Service(s) in the operating environment agreed between the Parties.

The Client shall without undue delay inform the Supplier and/or its Group Subsidiaries in writing of all reproducible errors detected in the Customisation Service(s) and shall identify such errors in sufficient detail.

Reproducible errors that do not substantially interfere with the use of the Customisation Service(s) shall not prevent the acceptance of the Customisation Service(s).

The Customisation Service(s) shall be deemed to be accepted:

- (i) when the Client notifies the Supplier and/or its Group Subsidiaries of the acceptance of the Customisation Service(s) in writing;
- (ii) when the Supplier and/or its Group Subsidiaries has demonstrated that it has corrected all reproducible errors reported by the Client in writing which prevented earlier acceptance;
- (iii) if the Client does not provide written acceptance within thirty (30) days of the test environment being delivered; or
- (iv) if the Client takes the Customisation Service(s) into production use.

The Parties may separately agree on the testing and acceptance of partial deliveries. To the extent the parties have not agreed otherwise in writing, partial deliveries of the Customisation Service(s) shall be subject to the testing and acceptance procedure set forth under Article 14.10.

### 14.2 Professional Service(s) other than Customisation Services

Unless otherwise agreed in writing, the Client shall, without undue delay, give its acceptance or observations to the Supplier's and/or its Group Subsidiaries' written notice, intermediate or final report regarding the progress of the Professional Service(s) and to the results of the Professional Service(s) furnished by the Supplier and/or its Group Subsidiaries to the Client.

If the Client does not submit such written observations within seven (7) calendar days of receipt of the notice or intermediate report, the work included in the notice or intermediate report shall be deemed accepted.

The work included in the final report or the results of the Professional Service(s) furnished by the Supplier and/or its Group Subsidiaries to the Client shall be correspondingly deemed accepted if the Client does not make a written complaint within fourteen (14) calendar days of receipt of the final report or results.

If a final report or provision of the results of the Professional Service(s) are not included in the Professional Service(s), the Professional Service(s) shall be deemed accepted if the Client does not submit a written complaint within fourteen (14) calendar days of the performance of the Professional Service(s).

The Supplier's and/or its Group Subsidiaries' liability for errors in the provision of the Professional Service(s) shall be limited to correction of the error or repeating the Professional Service(s) at its own expense, provided that the Client informs the Supplier and/or its Group Subsidiaries in writing of the error within the time limit for acceptance specified in Article 14.1.

## **15. SERVICES**

### **15.1 General responsibilities**

The Supplier and/or its Group Subsidiaries undertakes to perform the Professional Services in conformity with the Agreement, with due care and with the professional skills required for the task.

The Client undertakes to perform in conformity with the Agreement and with due care the tasks for which the Client is responsible.

The Parties shall define the tasks included in the Professional Service(s) in the Statement of Work.

### **15.2 Support Service(s)**

The Supplier and/or its Group Subsidiaries provides Support Services as described in the Support Agreement.

The Supplier may provide Update(s) and/or Upgrade(s) to the Client and/or its Group Subsidiaries subject to the conclusion of a new Purchase Order.

### **15.3 Training Service(s)**

The Supplier and/or its Group Subsidiaries may provide Training Services to the Client as set forth in the Purchase Order(s).

The Training Services may be provided to the Client by the Supplier, its Subcontractors or by any Subsidiary of its Group.

Unless otherwise agreed in the applicable Purchase Order, all Training Services may be conducted at Client's facilities or online.

### **15.4 Outsourcing Service(s)**

The Supplier and/or its Group Subsidiaries may assign Consultant(s) for the provision of Services to the Client under the Agreement.



The Supplier and/or its Group Subsidiaries is responsible for the compliance by the Consultants of the Supplier's obligations under the Agreement.

The Client agrees to provide the information, facilities, personnel and equipment reasonably identified by the Supplier and/or its Group Subsidiaries as essential to the performance of any Professional Services.

The Client shall priorly notify the Supplier and/or its Group Subsidiaries of any safety and security policies which apply to the premises from which the Services are being provided by such Consultant(s).

If it has been agreed that the Supplier and/or its Group Subsidiaries is only entitled to use a Consultant specified in the Purchase Order(s) for the performance of the Professional Services and this Consultant is, for a reason beyond the control of the Supplier and/or its Group Subsidiaries (e.g. change of employment, prolonged illness or other comparable reason), not available to perform the Services in conformity with the Agreement, the Supplier and/or its Group Subsidiaries shall be obliged to assign another Consultant with corresponding skills to perform the Professional Services in question.

If the Supplier and/or its Group Subsidiaries is unable to nominate such a person or the Client does not accept the new person nominated by the Supplier for a valid reason, either Party shall have the right to terminate the relevant Purchase Order(s) with immediate effect by giving written notice to the other party. In this case, neither Party shall have the right to bring any claims against the other Party pursuant to termination of the Purchase Order, except that the Supplier and/or its Group Subsidiaries shall have the right to receive payment under the Agreement for the part of the Professional Services performed prior to termination of the Purchase Order in return for providing to the Client the results of that part of the Professional Service(s) performed prior to termination of the Purchase Order.

## 16. CONFIDENTIALITY

Each Party undertakes to:

- (i) keep confidential all Confidential Information it receives from the other Party, exercising at least the same degree of care as it exercises to protect its own confidential information;
- (ii) not to disclose the Confidential Information of the other Party to any third party in any capacity whatsoever, with the exception of employees or agents of the Parties for the purposes related to the performance of this Agreement.

Notwithstanding the foregoing, neither Party shall have any obligation whatsoever with respect to information which:

- (i) has fallen or may fall into the public domain;
- (ii) is known to the Party receiving it before the other Party discloses it to it; or
- (iii) would legitimately be received from a third party not subject to an obligation of confidentiality; or
- (iv) is required to be disclosed by law or by order of a court (in which case it shall only be disclosed to the extent required and, to the extent possible, after written notice to the providing Party).

The Parties also undertake to ensure that these provisions are respected by their staff, and by any employee or authorized third party who may be involved in any capacity whatsoever in the context of this Agreement. The Party which receives Confidential Information from the other Party shall be liable for any breach of this Article by their staff, and by any employee or authorized third party.

The Parties' obligations with regard to Confidential Information will remain in force for five (5) years from the expiry or termination of this Agreement for any cause whatsoever.

## **17. PUBLICITY**

Notwithstanding Article 16, the Supplier and/or its Group Subsidiaries is authorised to use the Client's name and logo as a commercial reference, in particular on its website.

Any other advertising or communication of any nature whatsoever is subject to the prior written consent of both Parties.

## **18. INTELLECTUAL PROPERTY**

### **18.1 Ownership of the Products, the Professional Service(s) and the Documentation**

Nothing in this Agreement is intended to or shall be deemed or construed in any manner whatsoever, as transferring any Intellectual Property Rights in relation to the Product(s), the Professional Service(s) or the Documentation which shall remain the full ownership of the Supplier, the Subsidiaries of its Group and/or Third Party Vendor(s).

All rights not expressly granted by the Supplier and/or its Group Subsidiaries to the Client under this Agreement are reserved to the Supplier and/or its Group Subsidiaries.

Except as expressly permitted by applicable law, the Client shall not (and shall ensure that its Users shall not):

- (i) attempt to copy, adapt, translate, modify, decompile, reverse engineer, disassemble, correct errors, or create derivative works from the Product(s) and/or the Professional Service(s) without the prior written consent of the Supplier and/or its Group Subsidiaries;
- (ii) sell, assign, sub-licence, lease, transfer, resell, distribute, communicate directly or indirectly the Product(s), the Professional Service(s) and the Documentation to third parties without the prior written consent of the Supplier and/or its Group Subsidiaries;
- (iii) use the Product(s), the Professional Service(s) and Documentation for any purposes other than those provided for under the Agreement;
- (iv) remove or modify any copyright or similar notices, that the Product(s) and/or the Professional Service(s) causes to be displayed when used or that is displayed in the Documentation.

### **18.2 Ownership of creations made by User(s)**

If the User(s) creates intellectual property objects when using the Product(s) and/or the Professional Service(s) strictly in line with the Agreement, to the extent permitted by applicable law and as far as it can be separated from the Product(s) and/or the Professional Service(s) and

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not pre-programmed or otherwise pre-determined by it, the User(s) shall be the owner of such creation and related Intellectual Property Rights to it.

The Supplier and/or its Group Subsidiaries shall not handle any matters related to the User's creations or assume any liability for third parties' copyright infringements the User may make and when using the and/or the Professional Service(s), and the Client hereby agrees to indemnify the Supplier and/or its Group Subsidiaries for any such responsibilities.

### **18.3 Desktop Product(s)**

Subject to payment of the fees stipulated in the Agreement, the Supplier and/or its Group Subsidiaries grants the Client (for the benefit of itself and the Users) for the duration of the Subscription Period a non-transferable, non-exclusive and non-assignable license to install and use the Desktop Product(s), the Professional Service(s) and Documentation within the Territory.

This licence includes the right to use and install one (1) instance of the Desktop Product(s), the Professional Service(s) and Documentation for its own internal purposes only.

The Client shall not use, or permit the use of, any Desktop Product(s), by more than the maximum number of Users specified in the applicable Purchase Order whether or not such Users are actively using the Desktop Product(s), at the same time.

The rights granted to the Client in accordance with this Article apply to any Update, Upgrade or new Version of the Cloud Based Product(s).

### **18.4 Cloud Based Product(s)**

Subject to payment of the fees stipulated in the Agreement, the Supplier and/or its Group Subsidiaries grants the Client (for the benefit of itself and the Users) for the duration of the Subscription Period a non-transferable, non-exclusive and non-assignable license to use the Cloud Based Product(s), the Professional Service(s) and Documentation within the Territory.

This licence includes:

- (i) the right to use the Cloud Based Product(s), the Professional Service(s) and Documentation for its own internal purposes only;
- (ii) the right to access the Cloud Based Product(s) remotely from any equipment.

The Client shall not use, or permit the use of, any Cloud Based Product(s), by more than the maximum number of Users specified in the applicable Purchase Order whether or not such Users are actively using the Cloud Based Product(s), at the same time.

The rights granted to the Client in accordance with this Article apply to any Update, Upgrade or new Version of the Cloud Based Product(s).

### **18.5 Open-source software**

The Client acknowledges that the Product(s) and/or the Service(s) may include open-source software.

## 19. WARRANTIES

The Client shall indemnify and defend, at Client's sole cost and expense, and hold harmless the Supplier and/or its Group Subsidiaries and their representatives from all actions, claims, damages, costs, expenses (including reasonable legal and experts' fees and costs) and losses whatsoever that the Supplier and/or its Group Subsidiaries or any of their representatives incur arising out of or in connection with Client's unauthorized use, misuse, or infringement of the Intellectual Property Rights owned by the Supplier, the Subsidiaries of its Group and/or by Third Party Vendor(s).

Except when the Supplier and/or its Group Subsidiaries is acting as an agent, the Supplier and/or its Group Subsidiaries warrants to the Client the peaceful enjoyment of the Intellectual Property Rights licensed under this Agreement with respect to the Product(s) and/or the Professional Service(s). The Supplier and/or its Group Subsidiaries shall not be obliged to such warranty with any claim that arises from or relates to: (i) any combination of the Product(s) and/or the Professional Service(s) with another product or service not supplied by the Supplier and/or its Group Subsidiaries ; (ii) use of Products and/or Professional Services for purposes for which it was not designed; or (iii) if the Products and/or the Professional Services have been modified by any individual or company other than Supplier and/or its Group Subsidiaries.

The Supplier and/or its Group Subsidiaries shall defend the Client, or at its sole option settle, any claim by a third party concerning the ownership of the Products(s), excluding Third Party Software, and to pay any final judgment entered against the Client on such third party claim or any settlement with a third party, provided however that the Client:

- (i) notifies the Supplier and/or its Group Subsidiaries without delay of any claim made by a third party;
- (ii) gives the Supplier and/or its Group Subsidiaries exclusive control of the defence and/or settlement;
- (iii) cooperates loyally and fully at its own expense with the Supplier and/or its Group Subsidiaries, in particular by providing all useful elements, information and assistance; and
- (iv) does not take any measure likely to limit the Supplier's and/or its Group Subsidiaries' ability to defend or settle.

If all or part of the Product(s), excluding Third Party Software, is likely to be the subject of an infringement claim by a third party, the Supplier and/or its Group Subsidiaries, at its own expense and at its sole discretion, may:

- (i) either obtain the right for the Client to continue to use the Product(s);
- (ii) replace the Software or the infringing part thereof with an equivalent technical element; or
- (iii) modify the Product(s); or the infringing part thereof with an equivalent non-infringing technical element; or
- (iv) terminate the Agreement and reimburse the fees paid for the period beyond the date of termination.

The provisions set forth in this Article shall constitute the Client's exclusive remedy for any third party claim concerning ownership of the Product(s).

Notwithstanding the warranties which may be granted by the Third Party Vendor(s), the Product(s) and all Professional Services are provided to the Client "as is" to the maximum extent permitted by applicable law.

Except for the representations and warranties expressly set forth in this Agreement, to the extent permitted by applicable law, Supplier and/or its Group Subsidiaries expressly disclaims all warranties, express, implied or otherwise, with respect to the Product(s), the Professional Service(s) and Documentation, including, without limitation, warranties of merchantability, fitness for a particular purpose, accuracy or reliability.

The Supplier and/or its Group Subsidiaries does not warrant that the Product(s) will operate uninterrupted or without delay, or that it will be error-free or free from any other defect. The Client acknowledges that the Product(s) and/or the Professional Service(s) may contain bugs, its content may be inaccurate, and its operation not always smooth.

## **20. PERSONAL DATA**

Both Party shall comply with Data Protection Laws.

If the Supplier and/or its Group Subsidiaries processes Personal Data on behalf of the Client, the Parties shall enter into a data processing agreement in the form set forth under Schedule 2.

## **21. SECURITY**

### **21.1 Client's IT systems**

The Client is solely responsible for implementing and maintaining the security measures of its own IT systems.

### **21.2 Desktop Product(s)**

The Client undertakes that the Desktop Product(s) are installed and hosted on IT systems which comply with best industry security standards.

### **21.3 Cloud Based Product(s)**

The Supplier and/or its Group Subsidiaries undertakes to implement and maintain appropriate technical and organizational security measures in accordance with the good market practice to ensure the security of the Cloud Based Product(s) published by the Supplier and/or its Group Subsidiaries and/or the Professional Service(s).

The security measures implemented by the Supplier and/or its Group Subsidiaries on the platform from which the Cloud Based Product(s) published by the Supplier and/or its Group Subsidiaries and/or the Professional Service(s) may be provided to the Client upon request.

### **21.4 Login and passwords**

The Client is responsible for the use of the Product(s) and/or the Professional Service(s) by the User(s) in accordance with the Agreement.

The Client is solely responsible for the conditions of use of the Product(s) and/or the Professional Service(s), and in particular for the security of Users' logins and passwords enabling Users to access the Product(s) and/or the Professional Service(s).

The Client undertakes:

- (i) to use its best efforts to prevent any unauthorized access to the Product(s), the Professional Service(s) and the Documentation and, should it become aware of any such access or use, the Client undertakes to inform the Supplier and/or its Group Subsidiaries without any delay;
- (ii) not to make the Product(s), the Professional Service(s) and the Documentation accessible to a third party for any reason whatsoever, without the Supplier's and/or its Group Subsidiaries' prior consent;
- (iii) not to infringe the rights of third parties in any way whatsoever when using the Product(s) the Professional Service(s) and the Documentation;
- (iv) not to create a false identity or otherwise attempt to mislead a third party as to the identity, source or origin of any communication;
- (v) not to interfere with, disrupt or attempt to gain unauthorized access to any computer system, server, network or account which it is not authorized to access or to a level beyond its authorization;
- (vi) not to disseminate or transmit any computer virus or malicious program.

## 21.5 Back-up copies

The Client may make a reasonable number of back-up copies of the Desktop Products, the Professional Service(s) and Documentation for Client's disaster recovery purposes only subject to prior notification to the Supplier and/or its Group Subsidiaries.

The Client undertakes that:

- (i) the back-up copies of the Desktop Products remain under the Client's direct ownership and control;
- (ii) the back-up copies are hosted on IT systems which comply with best industry security standards.

## 21.6 Warranty

The Client guarantees the Supplier and/or its Group Subsidiaries in the event that the Supplier's and/or its Group Subsidiaries' liability is incurred as a result of the breach of the obligations stipulated in this Article 21.

# 22. FINANCIAL CONDITIONS

## 22.1 Invoicing

Invoices shall be issued by the Supplier or by its Group Subsidiaries which provide the Product(s) and/or the Professional Service(s) to the Client.



## 22.2 Pricing

All sums under this Agreement shall be understood in Euros.

The price of the Product(s) published by Third Party Vendors are defined by Third Party Vendors and may be subject to change from time to time.

The price of the Products and/or the Professional Services which shall be supplied by the Supplier and/or its Group Subsidiaries are detailed in the relevant Purchase Order(s). If a price for a Product or a Professional Service has not been agreed in the Purchase Order, the price in the Supplier's price list effective on the date of order shall apply to the Product or Professional Service in question.

All sums indicated in the Agreement are exclusive of tax. The Client shall bear any taxes that may be associated with the Products and/or the Professional Services, in particular, value-added tax (VAT), customs duties and other government taxes or any other taxes due.

The Client shall reimburse the Supplier and/or its Group Subsidiaries for any expenses incurred for meals, accommodation and transport of the Supplier's and/or its Group Subsidiaries' employees in accordance with country based rules and the Supplier's and/or its Group Subsidiaries' travel policy if the Professional Services are performed by the Supplier and/or its Group Subsidiaries outside its premises at the Client's request. These expenses must be approved in advance by the Client and will be invoiced by the Supplier and/or its Group Subsidiaries.

## 22.3 Payment

Invoices must be paid within thirty (30) days of their issuance.

In the event of late payment, the Supplier and/or its Group Subsidiaries may charge late payment interest equal to three times the French legal interest rate from the date on which the Client fails to meet the invoice payment date.

In addition, the Client shall reimburse the Supplier and/or its Group Subsidiaries the recovering costs which are set to €40 euros per unpaid invoice in accordance with article D441-5 of the French Commercial Code. When the recovering costs exceed the amount set forth above, the Supplier and/or its Group Subsidiaries may request additional compensation to the Client, subject to justification.

## 22.4 Revision

The prices for recurring charges under the Agreement will be subject to an annual review which is set forth under the Purchase Order(s).

Notwithstanding the foregoing, the Supplier shall be entitled to adjust the recurring charge of a Product or Professional Service by notifying the Client of the change and of the reason of the change in writing at least ninety (90) calendar days before the effective date of the change. Where a price change occurs, the Client and/or its Group Subsidiaries shall be entitled to terminate the relevant Purchase Order for the Product or Professional Service in question on the effective date of the price change by notifying the Supplier thereof in writing at least thirty (30) calendar days before the effective date of the change. In that case the Client and/or its Group Subsidiaries shall also be entitled to terminate the Purchase Order with respect to other Product(s) and/or

Professional Service(s) which, due to the above-mentioned termination, can no longer be essentially used for the benefit of the Client and/or its Group Subsidiaries.

## 22.5 Suspension

In accordance with article 1219 of the French Civil Code, the Supplier and/or its Group Subsidiaries may, in the event of late payment, after sending a formal notice which has remained unsuccessful, suspend the supply of the Products and/or the Professional Services until the Client has paid the unpaid amounts in full, without prejudice to the allocation of damages.

## 22.6 Imprevision

Neither Party intends to assume the risks of unforeseeability within the meaning of article 1195 of the French Civil Code. The Parties agree that if a change in circumstances unforeseeable at the time of entering into the Agreement makes the performance of the Agreement excessively onerous for one of the Parties, they shall meet within a period of fifteen (15) days from the written request made by one of the Parties in order to negotiate a revision of the Agreement. Should the Parties fail to reach an agreement, they will agree on the terms of amicable termination of the Agreement. Notwithstanding article 1195 of the French Civil Code, the Parties agree to exclude the possibility of recourse to a judge to revise or terminate the Agreement.

## 23. LIABILITY

Except in the case of intentional misconduct, neither Party shall be liable to the other Party under this Agreement for any indirect or consequential damages suffered by the other Party (including but not limited to damage to business, loss of revenue, loss of savings or profits suffered by the other Party), regardless of the basis of the action seeking compensation and regardless of whether the Parties were aware that such damages might occur.

To the extent that such exclusion or limitation is not prohibited by applicable law and without prejudice to the indemnities stipulated in this Agreement, the Supplier's and/or its Group Subsidiaries' total and aggregated liability to the Client is limited to a total amount corresponding to the highest amount between €50,000 or the amount of fees received by the Supplier's and/or its Group Subsidiaries during the last twelve (12) months preceding the triggering event of liability, for any damage caused arising out of or in connection with this Agreement.

Neither Party excludes or limits its liability to the other Party under this Agreement for any loss, caused as a result of:

- (i) gross negligence or wilful misconduct;
- (ii) fraud, fraudulent misrepresentation or reckless misrepresentation;
- (iii) death or personal injury.

Without prejudice to the limits provided by the law applicable to the Agreement, the Supplier and/or its Group Subsidiaries shall not be held liable for operating limitations or defects in the Products and/or the Professional Services if any of these have been caused by:

- (i) unauthorized conduct by the Client or Users;
- (ii) any use of or access to the Professional Services by the Client or Users which does not comply with the Documentation;

- (iii) a third-party provider or Third Party Software;
- (iv) an event of Force Majeure.

## **24. INSURANCE**

Both Parties shall carry and maintain in force adequate and reasonable insurance cover with a reputable insurer in amounts and subject to terms that are customary for companies of its size in its industry and to the extent commercially reasonably available in its jurisdiction.

Each Party undertakes to provide the other Party with a dated and signed certificate from its insurer upon request.

## **25. FORCE MAJEURE**

Neither Party may be held liable for any delay or non-performance of any of its obligations under the Agreement caused by a Force Majeure event.

The performance of the Agreement will be suspended for as long as one of the Parties is unable to fulfil its obligations due to an event of Force Majeure.

The Party invoking an event of Force Majeure undertakes to notify the other Party as soon as possible and to indicate, as far as possible, the foreseeable duration. Upon notification, the Parties will enter discussions to adopt the most appropriate measures.

Unless otherwise agreed by the Parties, in the event of a case of Force Majeure lasting more than three (3) months, either Party may immediately terminate ipso jure the Agreement.

## **26. AUDIT**

The Supplier and/or its Group Subsidiaries may, at its own expense, audit or have audited the Client's compliance with its obligations under this Agreement, in particular with regard to the conditions of use of the Products, throughout the term of the Agreement.

The Supplier and/or its Group Subsidiaries must notify the Client in writing of its intention to have an audit carried out and inform it of the mission, duration and names of the auditors, subject to a minimum notice period of five (5) business days.

The costs of the audit will be borne by the Supplier and/or its Group Subsidiaries, unless the results of the audit highlight the Client's non-compliance. In this case, the cost of the audit shall be borne by the Client.

## **27. LABOUR LAW**

The Supplier and/or its Group Subsidiaries is and remains the sole employer of the employees assigned to the performance this Agreement.

The Supplier and/or its Group Subsidiaries undertakes to comply with applicable labour law regulations, in particular with regard to the prohibition of concealed work (articles L.8221-3 and L.8221-5 of the French Labor Code) and the employment of foreigners (article L.8251-1 of the French Labor Code), and to use only subcontractors who themselves comply with the aforementioned provisions of the French Labor Code.

The Supplier and/or its Group Subsidiaries undertakes to provide the Client with all documents required to demonstrate compliance with its obligations under this Article.

## 28. ETHICS

The Supplier and/or its Group Subsidiaries complies with the Code of Ethics and Conduct of its Group <https://monnoyeur.com/wp-content/uploads/monnoyeur-code-of-ethics-and-conduct.pdf>

The Monnoyeur Group, to which the Supplier and/or its Group Subsidiaries belongs, has adopted a “Code of Ethics and Good Conduct”, which is available on the following URL address <https://monnoyeur.com/wp-content/uploads/monnoyeur-code-of-ethics-and-conduct.pdf> and has been put in place a “responsible purchasing” policy incorporating in particular the commitments of the United Nations Global Compact to which the Monnoyeur Group is a signatory.

The Client undertakes to conduct its business, as well as its corporate strategy, under conditions compatible with the principles set out in the Code of Ethics and Good Conduct. The Supplier and/or its Group Subsidiaries also commits the Client to respect and promote the ten principles of the United Nations Global Compact in terms of human rights, working conditions, environmental protection and the fight against corruption.

As such, the Client represents and warrants that it respects and enforces, in particular in connection with the performance hereof, national and international treaties, agreements, laws and regulations and the fundamental principles applicable to business ethics (including corruption, conflict of interest, trading in influence, unlawful acquisition of an interest, favoritism, unlawful payments, money laundering and combating terrorism, financial transparency and honesty of information, competition law, public procurement rules, export controls, product regulations and environmental law).

In order to ensure compliance with these principles by the Client, the Client agrees to participate in an assessment of its practices. In the event that the assessment does not reach the required level, the Client must put in place a corrective action plan which will be the subject of an assessment.

The Supplier reserves the right to terminate immediately the Agreement and/or the Purchase Order without need of judicial recourse with the Client who has knowingly and repeatedly breached the Code of Ethics and Good Conduct and/or refused to apply the corrective action plans.

## 29. ANTI-BRIBERY

The Parties declare and warrant that they will comply with and apply, and ensure that their personnel apply, in particular in the performance of this Agreement with all applicable Anti-Bribery Laws.

Each Party undertakes in particular:

- (i) not offer, give or agree to give to any employee, representative or third party acting on behalf of the other Party, or accept or agree to give to any employee, representative or third party acting on behalf of the other Party, any gift or undue advantage, whether monetary or otherwise, in connection with the negotiation, conclusion or performance of this Agreement;

- (ii) implement and maintain adequate anti-corruption rules or policies and controls to prevent and detect acts of corruption within its organization, whether carried out by its officers, employees, agents, subcontractors, or any other third party acting on its behalf.

Each of the Parties shall have the right to carry out or have carried out controls (which may take the form of documentary requests or on-site audits) of the other Party, in order to verify that the stipulations of this Article are being complied with.

If, at any time during the term of the Agreement, one of the Parties becomes aware or has reasonable grounds to suspect that the other Party is not complying with any applicable Anti-Bribery Laws, it shall immediately notify the other Party in writing. The Parties will meet to determine the measures to be taken in compliance with the regulations, in order to consider the outcome of this Agreement.

The Client acknowledges having read the Code of Ethics and Conduct adopted by Monnoyeur Group and commits to comply with it. The Client will defend, indemnify and hold the Supplier and/or its Group Subsidiaries harmless against any liability arising out of its failure to comply with this Article. The Client's failure to comply with this Article shall constitute a material breach of this Agreement and entitles the Supplier to immediately terminate the Agreement and/or the Purchase Order without need of judicial recourse.

### **30. EXPORT CONTROLS**

The Client acknowledges that the Products and/or the Professional Services may be subject to Export Controls Laws.

The Client shall provide the Supplier with all information reasonably requested by the Supplier to determine whether the supply of any Product and/or Professional Service requires an export license under Export Controls Laws. If the Supplier determines that an export license is required, the Client will cooperate with the Supplier in connection with the license application and will abide by any restrictions contained in the license. The Client shall not disclose, export or re-export, directly or indirectly, any product, documentation or technical data (or direct products thereof) provided by the Supplier and/or its Group Subsidiaries under this Agreement to any country, company, individual, or other party which is ineligible to receive such items under applicable Export Control Laws.

In any event, the Client shall be solely responsible for (i) complying with the Export Controls Laws and (ii) monitoring any modifications to them.

### **31. GOOD FAITH**

In the performance of their obligations under the Agreement, the Parties shall act in accordance with good faith requirements.

### **32. NON-WAIVER**

The failure or omission of any of the Parties hereto to insist, in any instance, upon strict performance by the other Party of any term or provision of the Agreement or to exercise any of its rights hereunder shall not be deemed to be a modification of any term hereof or a waiver or relinquishment of the future performance of any such term or provision by such Party, nor shall such failure or omission constitute a waiver of the right of such Party to insist upon future performance by the other Party of any such term or provision.

### **33. SEVERABILITY**

If any provision of this Agreement is held by a court to be invalid, illegal or unenforceable and can be deleted without altering the essence of this Agreement, the invalid, illegal or unenforceable provision will be severed, and the remaining provisions will remain in full force or effect. If the invalid, illegal or unenforceable provision cannot be deleted without altering the essence of this Agreement, the Parties shall immediately commence good faith negotiations to remedy such invalidity, illegality or unenforceability (as appropriate).

### **34. SURVIVAL**

All provisions which are intended by their nature to survive performance of the Agreement shall survive the expiry or termination of this Agreement. This applies in particular to Article 16, Article 18 and Article 23.

### **35. NO AGENCY**

The Parties are independent contracting Parties and nothing contained in the Agreement and no action taken pursuant thereto shall be deemed to constitute between the Parties a partnership, association, joint venture or other entity or make any Party the agent of any other.

### **36. CHANGE OF CONTROL**

The Client shall as soon as the Client becomes aware, immediately notify the Supplier and/or its Group Subsidiaries of any circumstances suggesting that a change of control of the Client is planned or in contemplation.

The Supplier and/or its Group Subsidiaries shall have the right to terminate the Agreement with immediate effect in the event of a change of control of the Client.

### **37. ASSIGNMENT**

Both Parties shall not assign, in full or part, of the rights and obligations arising from the Agreement to a third party, except with the prior written approval of the other Party.

### **38. SUBCONTRACTING**

The Client expressly agrees that the Supplier and/or its Group Subsidiaries may use Subcontractors as part of the supply of Products and/or Professional Services under the Agreement.

The Supplier and/or its Group Subsidiaries undertakes to provide the Client upon request with the name of the Subcontractors used as part of the supply of Products and/or Professional Services under the Agreement.

In any event, the Supplier and/or its Group Subsidiaries shall remain fully responsible for the performance of its obligations under this Agreement and shall be solely liable for payments due to its subcontractors.

### **39. NON-SOLICITATION**

The Client shall not, during the term of this Agreement and for a period of two (2) years immediately following expiry or termination of this Agreement solicit, nor attempt to solicit directly



or indirectly, the services of any employee or contractor of the Supplier and/or its Group Subsidiaries, without the prior written consent of the Supplier and/or its Group Subsidiaries.

In the event of non-compliance, the Client shall pay to the Supplier and/or its Group Subsidiaries a fixed indemnity equal to the gross salaries actually paid by the Supplier and/or its Group Subsidiaries to the employee or contractor during the twelve (12) months preceding the departure of the person requested.

#### **40. NOTICE**

Any notice or other communication required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by prepaid first class post, or recorded delivery or commercial courier, to each party required to receive the notice or communication.

A notice or other communication required to be given under this agreement shall not be validly given if sent by e-mail.

#### **41. DOMICILIATION**

For purposes of this Agreement and unless otherwise stated, the Parties agree to send all correspondence to their counterparty's registered offices.

#### **42. LANGUAGE**

The Parties acknowledge having required that the Agreement and all documentation and notices, pursuant hereto or relating directly or indirectly hereto, shall be drawn up in English.

#### **43. ENTIRE AGREEMENT**

The provisions of this Agreement constitute the entire agreement between the Client and the Supplier and/or its Group Subsidiaries in relation to their subject matter and, except as otherwise expressly provided, supersede any and all prior agreements, representations, statements, negotiations and undertakings between the Parties relating to such matters.

#### **44. AMENDMENT**

No amendment, change, revision or exemption to the terms of the Agreement, in full or in part, shall come into force or become effective unless the subject of the signed written agreement of the Parties.

Any amended or additional change made to the Agreement shall take the form of a rider signed by the Parties.

#### **45. CONCILIATION**

In the event of a dispute, the Parties undertake to attempt to reach a settlement before taking any legal action.

To this end, the requesting Party must notify the other Party of the details of the dispute by registered letter with acknowledgement of receipt, setting out the grounds for the dispute.

On receipt of this letter, a conciliation phase will begin, lasting thirty (30) calendar days, during which the Parties will endeavour to resolve the dispute amicably.

At the end of this period, if the Parties have not managed to reach an amicable settlement, either Party may refer the matter to the competent jurisdiction.

#### **46. GOVERNING LAW**

This Agreement shall be governed by French law.

French law shall apply to both form and substance, notwithstanding the place of performance of the essential or ancillary obligations.

#### **47. JURISDICTION**

In the event of a dispute, it is expressly agreed that the French courts under the jurisdiction of the Court of Appeal of Paris shall have jurisdiction, even if in the event there is more than one defendant or in case of a third party proceedings including in case of urgent proceedings, protective measures, summary proceedings or an ex parte application.

## SCHEDULE 1: THIRD PARTY VENDORS

### 1. Autodesk

#### a. End user terms

The Product(s) published by Autodesk are subject to the Autodesk's end user terms.

Use of Autodesk products and services requires acceptance of the applicable Autodesk's end user terms available at [www.autodesk.com/terms](http://www.autodesk.com/terms).

The Product(s) published by Autodesk® require authentication and, where applicable, User registration with Autodesk.

#### b. Delivery

Following receipt of a Purchase Order in accordance with the terms of the Agreement, the Supplier and/or its Group Subsidiaries will contact Autodesk, which will then make the Product(s) concerned available to the Client and/or the Subsidiaries of its Group, via their Autodesk profile or via an e-mail containing a link to be clicked for installation of the Product(s).

Once the Product(s) has been made available, a certificate will be issued by the Supplier and/or its Group Subsidiaries and sent to the Client. The communication of such certificate shall constitute delivery of the Product(s) concerned.

The Parties acknowledge that the terms of delivery of the Product(s) published by Autodesk are determined unilaterally by Autodesk and are therefore subject to change without notice by Autodesk.

### 2. Bluebeam

The Product(s) published by Bluebeam are subject to the Bluebeam's general terms.

Use of Bluebeam's products and services requires acceptance of the applicable Bluebeam's general terms available at <https://www.bluebeam.com/legal/>.

Bluebeam reserve the right to change, modify or update the general terms at any time

### 3. Eagle Point

The Product(s) published by Eagle Point are subject to the Eagle Point's subscription license agreement ("SLA").

Use of Eagle Point products requires prior acceptance of the applicable Eagle Point' SLA available at [www.eaglepoint.com/terms-conditions](http://www.eaglepoint.com/terms-conditions).