

## **ARTICQUE LICENSING, MAINTENANCE AND SUPPORT TERMS and CONDITIONS**

### **ARTICLE 1 - Ownership and Title**

**ARTICQUE**, a simplified joint stock company (*Société par Actions Simplifiée*) with equity of €230,045, having its head office situate 149 Avenue du Général de Gaulle - 37230 Fondettes - France, registered on 20 January 1989 in Tours under No. B 349 254 995 created several geo-intelligence software solutions such as C&D Desktop, C&D Online, Articque Platform, GeoServices ("Software"). Articque's Software are registered with the *Agence de Protection des Programmes* in Paris under No. IDDN.FR.001.400019.000.S.C.2014.000.20900. Articque holds and retains all rights, titles and interests associated with its software and its documentation. Client shall not register or attempt to register a patent or copyright containing all or some of the intellectual property belonging to Georges-Antoine Strauch.

### **ARTICLE 2 - Licensing Agreement**

Software provided under the terms of the presents remains Articque's property. This being so, Client obtains from Articque only the right to make personal use, on a non-exclusive, non-assignable and non-transmissible basis, of the program, data and maps included in the description of the items ordered, in accordance with the conditions set out on the invoice, notably in terms of the number of users and period of right granted. The present licence is granted to Client in return for full payment of the amount invoiced. Within the framework of the licence granted to Client by Articque, Client shall not adversely affect the title of Articque or the software publisher directly or indirectly.

### **ARTICLE 3- Duration, renewal and cancelation**

According to the Quotation/Purchase order signed by the Client, license granted is whether perpetual or annual subscription (with a limited duration of 36 or 12 months).

For any annual fee, unless otherwise stipulated on the Quotation/Purchase order, the contract will renew automatically, on the annual renewal date, until the Client cancels.

Cancellations can be made through written notification, at least 60 days before annual renewal date. The Client will receive an email notification 90 days before renewal. Without having received a cancelation notification from Client prior to 60 days before renewal date, the invoice for next yearly period will be sent to Client and will be due.

### **ARTICLE 4 - Client's Commitments**

Client:

- Shall use the software for its intended professional purpose i.e. in accordance with the corresponding documentation, and for the sole purpose of Client's business.
- Shall not delete any reference to brands or ownership.
- Shall not make the software available to third parties directly or indirectly, on any basis whatsoever, in any form and for whatever reason, with or without valuable consideration, without the prior, express, written authorisation of Articque or unless expressly authorised to do so under the terms of a distribution contract.
- Shall not produce copies of the software, other than one (1) back-up for security purposes. If Client shares a site with third parties, it shall take all necessary measures to ensure that the said third parties cannot take advantage of any user rights or access the software, maps or data.
- Shall not divulge the contents or assign the user's rights on any basis whatsoever.
- Shall ensure that any user comply with the present provisions. Any failure on the part of Client to comply with its obligations will cause Articque to terminate the Agreement immediately and as of right by means of a registered letter with proof of delivery, without prejudice to any damages. Client shall not decompile

the software for reasons of interoperability except in the circumstances expressly provided for by law.

Client expressly recognises that an order does not transfer any rights of ownership over the software, maps or data to said Client. Client shall not correct any errors, make any modifications or adaptations, or undertake any translation work.

#### **ARTICLE 5 - Technical Measures for Protection of Software**

Articque reserves the right to use a locking system and/or licence authorisation key to control access to the software. Client is not authorised to attempt to avoid such measures or cause them to fail.

Articque reserves the right to integrate a security mechanism in its online services to obtain user statistics for such services and check that Client is complying with the terms of the present licence and the conditions and limitations on the use of the said services. Such a security mechanism records the frequency of access to the services provided and the use of the services and their functions. Statistics and user data are recorded solely for the use of Articque which shall not, under the terms of the present Licensing Agreement, pass them on to third parties, in respect of GDPR recommendations.

Whatever the technical means of software protection implemented by Articque, Client shall be fully responsible for compliance with the conditions of use corresponding to its order.

#### **ARTICLE 6 - Limits of Responsibility**

Client shall have sole responsibility for the use of the present software. Under no circumstances shall Articque be held responsible for any direct or indirect damage resulting from the software.

#### **ARTICLE 7 - Documentation and Templates**

Documentation for the software is granted under licence for in-house reference purposes only. It may not be used to commercial ends. The templates are supplied for information's sake, to make it easier to learn how to use the software. There is no guarantee with regard to these files.

#### **ARTICLE 8 - Conditions of Use**

Software is to be used in accordance with the license type :

- Desktop/Server license : can only be used by the registered named user on a single PC,
- Named licenses : can only be used by the registered named person, on any device, without any right of shared login information to any other people, during the valid period.

#### **ARTICLE 9 - Limited Warranty and Warranty Exclusions**

Up to the limits set out by law, Articque guarantees the following:

- That the software shall essentially function as per the documentation accompanying the said software if it is used in accordance with the documentation. The guarantee shall have a duration of ninety (90) days as of the date of receipt;
- That the backup services provided by Articque shall essentially comply with the description thereof in the applicable documents supplied by Articque under the terms of the Support and Maintenance Agreement;
- That the members of Articque's Support Team shall make all reasonable efforts to solve any technical difficulty arising from the use of the software throughout the lifetime of that release, under the terms of the Support and Maintenance Agreement.

The Client shall inform Articque of any presumed non-compliance with the above warranty in writing, during the applicable period of warranty.

## **ARTICLE 10 - Warranty Exclusions**

To the extent permitted by the applicable law, Articque excludes all other explicit or implicit warranty or condition relating to the software, the corresponding written documentation and the supply or failure to supply assistance services, notably the implicit guarantees relating to quality, the appropriateness of the product for marketing or a specific usage, ownership and the absence of any counterfeiting. This limited warranty grants you specific rights.

To the extent permitted by the applicable law, Articque shall not, under any circumstances, be held responsible for any special, incident, indirect or accessory damage of any nature whatsoever (notably loss of profit, interruptions to business, loss of information or any other pecuniary loss) resulting from the use or the impossibility of using the software, or from the supply or failure to supply assistance, even if Artique has been advised of the possibility of such damage. Articque's liability by virtue of any provision in the present Agreement shall not exceed the following, the higher amount being retained for this purpose:

a) the price actually paid for the software or b) an amount equal to five (5) euros in a foreign currency. If, however, you have signed a service agreement with Articque, you will be bound by the terms of the said agreement.

## **ARTICLE 11 - Client Recourse**

Articque's full responsibility, and Client's only recourse in the case of non-compliance with the Limited Warranty described above, shall be limited, at Articque's choice, either (a) to a refund of the price paid, where appropriate, or (b) to the repair or replacement of the software not compliant with Articque's Limited Warranty as described above.

This Limited Warranty shall not be applicable if the defect in the software results from an accident, or a usage resulting in damage, or inappropriate usage. Any replacement software will be guaranteed either for the initial warranty period outstanding or for thirty (30) days, the longer period being applicable.

## **ARTICLE 12 - Maintenance**

Articque will provide Clients with new releases containing new feature and/or corrections, when available, during the licensing period. Articque is free to edit new releases or not, depending on its own roadmap program.

The Client must fulfil the Technical Prerequisites as recommended by Articque. The Client is responsible for making changes to its hardware and software in conformance with changes in the Technical Prerequisites.

Articque is under no obligation to provide support services for operating errors or interruptions caused by: (1) the use software with equipment that has not been approved by Articque; (2) changes or modifications made to Software without Articque's approval; (3) the use of Software for purposes other than those indicated in the documentation and the Agreement; (4) a failure to install the updates provided by Articque; (5) negligence on the part of client.

### Exclusions from Maintenance

- Rebuilding of files in the case of accidental destruction by Client;
- Development of new programs;
- Training of Client personnel working with the system;
- Operating work;
- Back-ups of files and operating data capture;
- Software other than the specific programs chained with it;
- Specified software modified by parties other than Articque;
- Equipment, accessories and supplies;
- Modifications to be made to programs for their use on equipment other than the scheduled equipment;

## **ARTICLE 13 - Technical support SLA**

Articque technical support agents will do their best to provide advice, temporary fix or a solution with 35 working

hours (CET 9 am / 12 am and 2 pm to 6 pm).

The Client has to collaborate in order to enable Articque Support Agents to understand and replicate the problem. If a difficulty is not solved by email, Articque may suggest a phone call or a web meeting.

For the purpose of proper performance of the Agreement, the Client will actively and regularly collaborate and cooperate in good faith with Articque. The Client will be responsible for delivering to Articque all the information necessary for the performance of Support and Maintenance Services, and for advising Articque of any difficulties of which it might become aware or that its knowledge of its business sector enables it to perceive, while the Professional Services and Support and Maintenance Services are performed. Moreover, the Client will select/utilize Users that are sufficiently competent, qualified, and trained, throughout the entire period of the performance of the Agreement.

#### **ARTICLE 14 - Divisibility**

If any of the provisions in this Agreement is declared invalid by a competent Court, the other provisions shall nevertheless remain valid.

#### **ARTICLE 15 - Termination**

Without prejudice to all other rights, Articque shall be entitled to terminate the present Agreement immediately and at any time by notifying User in writing if User is guilty of failing to comply with any of the conditions of this Agreement.

If the present User Licence is terminated before the end of yearly period, User agrees to uninstall, destroy or immediately return all copies of the software or documentation and to certify in writing that all copies, including back-up copies, have been uninstalled, destroyed or returned to Articque.

#### **ARTICLE 16 - Competent Court**

The provisions of this Agreement shall be subject to French law. The Courts in Tours in France shall have sole and exclusive jurisdiction for any litigation arising from the present Licensing Agreement.

#### **ARTICLE 17 - Applicable Law and Attribution of Competence**

The present Agreement shall be subject to French law. In case of dispute regarding the interpretation or performance of the present Agreement, the Court in Tours shall have sole competence.