

Preamble

ARTICQUE, editor of the "C&D Online" software and business intelligence mapping technologies, specializes in geographic analysis systems and the provision of IT services in SaaS mode. The list of IT services and applications likely to be made available to the CUSTOMER has been brought to the CUSTOMER's attention via the website.

The services offered by ARTICQUE are accessible remotely, via the Internet network.

ARTICQUE has a recognized know-how in this type of services and a quality infrastructure allowing to meet the expectations of the largest number of users.

ARTICQUE, as part of its duty to provide information and advice, has made available to the CUSTOMER a commercial proposal and/or documentation presenting the Service, which the CUSTOMER acknowledges having read. It is the CUSTOMER's responsibility, particularly on the basis of this information, to ensure that the Service meets its own needs. To this end, the CUSTOMER may, prior to acceptance of the Contract, ask ARTICQUE for any additional information and/or to attend an additional demonstration of the Service, failing which, the CUSTOMER acknowledges having been sufficiently informed.

In witness whereof it is agreed and agreed as follows

1. DEFINITIONS

Applications: refers to all software programs and solutions made available to the CUSTOMER in SaaS mode as part of the Services.

Order Form: Quotation or price offer of ARTICQUE accepted by the CUSTOMER or Order Form issued by the CUSTOMER in accordance with (and identical to) a price offer and special conditions issued by ARTICQUE.

Contract: Contract means the present document and its appendices.

- the contractual whole composed of several Parties and several documents, namely the "Ordered Elements" part, the "Order Form" part, the "SEPA Mandate" part if applicable and edited, the present general terms and conditions of use for SaaS services, as well as the Technical Requirements.

- the online order, validated by an authorised person of the CUSTOMER, including the elements ordered, the quantities, the prices, the SEPA Mandate if applicable, the present general terms and conditions of use of SaaS services and the Technical Requirements.

The general terms and conditions of use of SaaS services and the Technical Requirements can be consulted and downloaded from the ARTICQUE website (<http://www.articque.com>) and may also be sent to the CUSTOMER on first request and thus comply with Article L441-6 of the French Commercial Code in that it stipulates that the communication of services by ARTICQUE must be carried out by any means in accordance with the practices of the profession. ARTICQUE recommends that the CUSTOMER acquaint itself with the general terms and conditions of use of SaaS services and the Technical Requirements through this permanently available means of access.

Documentation: means the information provided by ARTICQUE in the form of user documentation accompanying the Service and/or which may take the form of online help.

Data: refers to all of the CUSTOMER's information and data generated by the implementation of the Applications or processed by them.

Personal Data: any information relating to an identified natural person or who can be identified, directly or indirectly, by reference to an identification number or to one or more elements specific to him/her, in accordance with Article 2 of Law No. 78-17 of 6 January 1978 ("Data Protection Act") and the European Regulation on Personal Data No. 2016/679 of 14 April 2016.

Sensitive Data: refers to data which, at the CUSTOMER's discretion, is identified as being particularly important for the CUSTOMER, and which as such requires specific processing in order to protect its content and ensure its availability and security, or data defined as sensitive by the legislative and regulatory provisions to which the CUSTOMER is subject and for which these same provisions envisage specific processing.

SEPA Mandate: refers to the SEPA Mandate single form. This mandate will initially be in paper form and may also be in electronic form at a later date. Once the two forms of SEPA Mandate have been made available to the CUSTOMER by ARTICQUE, the CUSTOMER will be free to use either of these forms, as long as ARTICQUE makes them available to it.

SEPA Intercompany Mandate: means the single form of SEPA Mandate only offered to CUSTOMERS falling within the scope of French and European regulations relating to the SEPA Intercompany Mandate, including, in particular, legal entities and natural persons acting within the scope of their commercial, professional or associative activity, and accepted by their credit institution. This mandate will initially be in paper form and may also be in electronic form at a later date. Once the two forms of SEPA Mandate have been made available to the CUSTOMER by ARTICQUE, the CUSTOMER will be free to use either of these forms, as long as ARTICQUE makes them available to it.

Updates : Refers to the improvements made to the existing standard application services accessible under the Service, and decided unilaterally by ARTICQUE, with regard to functional evolutions and provided that such adaptations or evolutions do not make it necessary to rewrite a substantial part of the existing standard application services. The Updates also include the correction of possible anomalies of the Service compared to the Documentation. Updates are provided in execution of the Support.

Technical Requirements: refers to the characteristics of the hardware and IT devices recommended by ARTICQUE and that must be implemented and respected by the CUSTOMER to access and use the Service. The latest version of the Technical Requirements is accessible at any time on ARTICQUE's website (<http://www.articque.com>) or at any other address communicated by ARTICQUE. It is the CUSTOMER's responsibility to ensure the evolution of its computer equipment and devices in accordance with the evolution of the Technical Requirements.

User Workstation: refers to the CUSTOMER's computer equipment and devices enabling him/her to access the Service. The User Workstation must comply with the Technical Requirements.

Services: refers to the implementation services concerning the Service (analysis, configuration, training) proposed by ARTICQUE and subscribed to by the CUSTOMER under separate general terms and conditions.

Data recovery: means the obligation for the CUSTOMER to recover the Data stored during the execution of the contract in view of the reversibility of its data.

RUM: refers to the unique reference of the SEPA Mandate.

SEPA: refers to the acronym for Single European Payment Area, which designates the unified euro payment area that makes it possible to harmonise and secure means of payment between member countries and leads to the creation of new payment instruments such as the SEPA Direct Debit and the SEPA Credit Transfer.

Services: means all the services and software solutions that ARTICQUE undertakes to provide to the CUSTOMER in performance of the Contract.

User Support: refers to assistance in using the Service and standard application services.

End User: refers to any person authorized to connect to the Services in accordance with the provisions of the Contract. The user must belong to the legal structure of the Customer, in particular via a subordination link. For any other use of the software, special conditions will have to be considered with the agreement of ARTICQUE.

Identifier: refers to the specific term by which each End User will identify himself/herself in order to connect to the Services. The login will always be accompanied by a password specific to the End User.

2. ACCEPTANCE OF GENERAL TERMS AND CONDITIONS

The CUSTOMER declares having read the maintenance conditions and having accepted them unreservedly before placing any order, in particular by returning the quotation or the commercial offer made by ARTICQUE. The CUSTOMER waives the application of its general terms and conditions of purchase as well as any stipulations that may be printed on its orders or correspondence.

3. CONTRACTUALIZATION

The Contract is materialized by the signature of the Order Form and/or the authorization of collection in paper form or at the conclusion of the online order referring to these general terms and conditions of use of SaaS services and constituting acceptance of the Contract as a whole.

For the purposes of remote acceptance of the Contract, the CUSTOMER acknowledges and accepts that faxes signed by one of its representatives or agents, received by ARTICQUE, have the value of written proof and may be validly opposed by ARTICQUE.

Acceptance of the Contract by electronic means has, between the Parties, the same probative value as the agreement on paper. The computerized registers stored in the computer systems shall be kept under reasonable conditions of security and shall be considered as evidence of the communications between the Parties. The archiving of contractual documents shall be carried out on a reliable and durable medium that can be produced as evidence.

4. FIELD OF APPLICATION AND INTEGRITY OF THE CONTRACT

The present general terms and conditions determine the contractual conditions applicable to the provision of services proposed by ARTICQUE to its CUSTOMERS.

The present Contract supplemented by Special Conditions expresses the entire agreement concluded between the Parties with regard to the subject matter of the Contract.

It prevails over any previous written or verbal communication or agreements.

In the event of a problem of interpretation between the provisions of the Contract and the Special Terms and Conditions, the Special Terms and Conditions shall prevail.

This Contract and the Order Form, signed on the same day, contain all the commitments of the Parties with respect to each other.

By express agreement, previous correspondence, requests for quotations or proposals shall be considered null and void.

The CUSTOMER acknowledges having read this contract and its appendix in all their written or printed provisions and declares that it accepts its terms and conditions. It further acknowledges that these documents constitute the entire agreement between the Parties, superseding and cancelling all proposals or written or verbal undertakings preceding them and all other communications between the Parties relating to the content of this Contract.

The provisions of this Agreement express the entire agreement between the Parties and take precedence over those which would appear in the ARTICQUE documents sent to the CUSTOMER.

No general or specific condition appearing in the documents sent by the CUSTOMER may be incorporated into this Contract.

This is the case, without this list being exhaustive, of the conditions set out in the documents or of any letters sent, directly or indirectly, by either of the Parties.

This Contract, together with its appendices, expresses all of the Parties' obligations. No clause contained in documents sent or delivered by the Parties may be incorporated herein.

The contractual documents are in descending order of priority:

- the contract and its amendments;
- its annexes in the order of their insertion.

In the event of contradiction between the different documents, the higher level documents shall prevail for the obligation in question.

5. CONTRACTUAL TERMS AND CONDITIONS

The nullity of a contractual clause does not entail the nullity of the general conditions, except for the nullity of a decisive clause which led one of the Parties to contract.

6. MODIFICATION

ARTICQUE reserves the right to modify the present general conditions subject to informing the CUSTOMER individually. These modifications will be applicable to current contracts on the condition that the CUSTOMER, duly informed, has not expressed its disagreement within thirty days.

Any modification of these general terms and conditions for the use of SaaS services shall be subject to special terms and conditions duly accepted and signed by both Parties. Failing this, any modification or alteration made to the pre-printed part of the Contract (Order Form, Elements ordered) by the CUSTOMER shall be deemed null and void.

7. OBJECT

By the present Contract, ARTICQUE makes available to the CUSTOMER who accepts :

- a set of Services listed on the Order Form according to the terms and conditions defined below;
- a right of access to the Applications listed on the Purchase Order according to the terms and conditions set forth in this Contract;
- a right to use the said Applications in accordance with the terms and conditions of the License.

8. EFFECTIVE DATE AND CONTRACT DURATION

This contract is concluded for a fixed term of 36 months. If the Customer requests early termination, i.e. before the end of the 36 months, the Customer shall pay the remaining sums that he would have had to pay if the contract had remained in force until the end of the 36 months, by way of compensation.

It shall be renewed by tacit agreement for successive 36-month periods, if neither Party notifies the other Party of its intention to terminate the Agreement by registered letter with acknowledgement of receipt or any other means with a definite date of receipt, subject to a minimum notice period of 2 months before the anniversary date of the Agreement.

9. CONDITIONS OF USE SERVICE DELIVERY

9.1. SERVICES

ARTICLE makes available to the CUSTOMER all the Services, the Applications of which are listed in the Order Form, for the duration provided for in this contract.

The Services are provided within the framework of a shared infrastructure using ARTICQUE's resources, subject to the CUSTOMER's compliance with the obligations incumbent upon it, in particular with regard to the payment of the price of connection to the network, without which no access to the Services is possible.

The CUSTOMER acknowledges having been informed by ARTICQUE of all the technical prerequisites necessary for the optimal functioning of the Services. The CUSTOMER is also informed that these prerequisites may change, in particular for technical reasons. If a change occurs during the course of the contract, the CUSTOMER will be informed in advance. All of the prerequisites and their possible modifications are accessible at <http://www.articque.com/portail-juridique/>.

The CUSTOMER may only use the Applications to which the Services give access within the framework of the said Services and in accordance with the terms of the License. It is responsible for the use of the Services by the Final Users. It is his responsibility to ensure that the End Users respect the contractual conditions of access to the Services.

The CUSTOMER may not transfer in any way whatsoever the right to access the Services without the prior written consent of ARTICQUE.

The CUSTOMER undertakes not to allow unauthorized persons to access the Services and must ensure that each authorized person respects the rules of confidentiality of his Identifiers.

Access to the Services is authorized for the number of Final Users named per site defined in the Order Form.

9.2. ACCESS TO SERVICES - AVAILABILITY

The Services are accessible by the CUSTOMER at any time, 24 hours a day, 7 days a week, with the exception of maintenance periods under the conditions defined below.

ARTICQUE guarantees an availability rate of 95% outside maintenance periods under the conditions defined below.

The access to the Services by the Final Users is carried out, for each Final User, using his identifiers from any fixed or portable computer, even not located in the premises of the CUSTOMER.

Identifiers are assigned individually to each Final User and a temporary password is automatically generated by sending an e-mail to the Final User. It is the responsibility of each Final User to change his password if he wishes to do so.

The CUSTOMER must ensure that the confidentiality of the Identifiers and passwords is respected by its Final Users. Identifiers and passwords may only be used to allow access to the Services by Final Users authorized by the CUSTOMER and this, in order to guarantee the security of the CUSTOMER's Data. Identifiers and passwords may not be communicated to third parties.

The CUSTOMER is solely and totally responsible for the use and confidentiality of the Identifiers and passwords and must ensure that only authorized persons have access to the Services. The CUSTOMER must inform ARTICQUE without delay if it notices a security flaw related in particular to the voluntary communication or misappropriation of Identifiers and passwords, so that ARTICQUE can take all appropriate measures without delay in order to remedy the security flaw.

In the event of loss or misappropriation of an Identifier and Password, a procedure for assigning new Identifiers and a new password is implemented by sending a new password by e-mail.

The CUSTOMER is informed that the connection to the services is made via the Internet network. It is warned of the technical hazards that may affect this network and lead to slowdowns or unavailability making connection impossible. ARTICQUE cannot be held responsible for difficulties in accessing the Services due to disturbances in the Internet network.

Access to the Services may be temporarily interrupted for reasons of necessity related to the service and in particular in order to ensure the maintenance of ARTICQUE's servers. In this case, the CUSTOMER will be informed by email to the address communicated to ARTICQUE at least 48 hours in advance.

The interruption of the Services due to maintenance cannot exceed 24 hours.

In the event of a security flaw detected by ARTICQUE that could seriously compromise the security of the Services and the CUSTOMER's Data, ARTICQUE may, without prior notice, temporarily interrupt the Services in order to remedy the security flaw as soon as possible. In this case, the CUSTOMER may not claim any indemnity or hold ARTICQUE liable for any reason whatsoever.

9.3 VOLUMETRY

The storage volume available to the CUSTOMER is mentioned in the Order Form. If the storage volume is exceeded, the CUSTOMER will be immediately informed and will be able to go back below the initial storage volume to record new data. Otherwise, the CUSTOMER is invited to contact ARTICQUE in order to be offered another storage solution.

10. DELIVERY - DESKTOP OPTION RECIPE

10.1. ARTICQUE gives to the Customer within the time limit specified in the commercial proposal by download, including:

- a copy of the Software Package (by providing a login and password);
- a copy of the Documentation.

ARTICQUE may, at the Customer's request, carry out the Software Package installation, parameterization and training services, under ARTICQUE's current financial and other conditions. These services will be the subject of a separate order.

In any case, due to the risks of deletion linked to any intervention on the Software Package and/or on the Configuration, the Customer will have to take personal responsibility for the protection and backup of the programs and data during any intervention and in particular during installation.

By express agreement, the parties agree that the installation of the Software Package shall be deemed to be acceptance.

10.2 Intervention as part of the evolutive maintenance

Updating the Software Package and Documentation :

All corrections and improvements made to the Software Package are subject to Updates.

ARTICQUE will provide the Software Package Updates to the Customer as and when they are commercially released.

New Version: All New Versions of the Software Package will be provided to the Customer subject to payment of the annual fee. Only the most recent version of the Software Package may be the subject of a New Version. Consequently, all versions prior to the current version will have to be updated prior to the Follow-up services.

Receipt of Updates and/or New Versions of the Software Package.

Each Update or New Version will be received in accordance with the procedure followed for the initial version of the Software Package (downloading of the Update).

11. LICENSE

The conditions of use of the Appliances are described below. This is a non-exclusive concession by ARTICQUE to the CUSTOMER of rights to use the Appliances.

11.1. RIGHTS TO USE THE SOFTWARE

The Software user license, granted under the Contract and for its duration, allows the CUSTOMER and the other entities of its group to use the Software in accordance with its intended purpose and for its own configuration needs. The user must obligatorily belong to the legal structure of the CUSTOMER, in particular via a subordination link. For any other use of the Software, special conditions will have to be considered with the agreement of ARTICQUE.

The CUSTOMER :

- undertakes to use the Services only in accordance with its professional purpose, i.e. in accordance with its Documentation and for the sole professional needs of its activity;
- guarantees that the End Users will respect the present Contract;
- is solely responsible for the content disseminated and/or downloaded via the Services and assumes full responsibility for the accuracy, integrity and legality of the CUSTOMER Data transmitted to ARTICQUE as part of the Service. In particular, in view of the authorized use of the Service by the CUSTOMER, the CUSTOMER shall refrain from sending or storing data of a non-professional nature and, more generally, data of an illicit, obscene, defamatory or illegal nature or in violation of the rights of a third party, the protection of minors or privacy ;
- undertakes not to distribute the Service, exploit it for commercial purposes, make it available to third parties or rent it unless otherwise specified in the corresponding Order Form ;
- undertakes not to alter or disrupt the integrity or performance of the Service or the data contained therein;
- not to attempt to gain unauthorised access to the Service or to the systems or networks associated with it.

Apart from and without prejudice to the rights granted in the present article above, the CUSTOMER is not authorized hereunder to :

- copy, print, transfer, transmit or display all or part of the Software ;
- sell, rent, lease, sub-license or distribute the Software in any way whatsoever;

- use the Software to provide data processing, office services, time-sharing or other similar services of any nature whatsoever to any other individual, company or entity;
- modify the Software and/or merge all or part of the Software into other computer programs;
- compile, decompile, disassemble, translate, analyze, reverse engineer or attempt to reverse engineer the Software, except to the extent permitted by law.

It is expressly agreed that the CUSTOMER shall refrain from correcting any anomaly whatsoever by itself, ARTICQUE reserving this right alone.

ARTICQUE holds all applicable intellectual property rights relating to the Service or declares, when a third party holds the intellectual property, that it has obtained from this third party the right to market or distribute the Service. This Contract does not confer on the CUSTOMER any property right relating to the Service, its technology or the intellectual property rights held by ARTICQUE or a third party.

The CUSTOMER is prohibited from interfering in any way whatsoever with the Service and in particular from using the Service in a manner that is not in accordance with its purpose and the conditions set forth in the Contract. Consequently, the CUSTOMER shall refrain from reverse engineering the Service in order to develop a competing product or service and/or from copying, reproducing any functionalities, functions or graphic attributes of the Service.

11.2. SOFTWARE EXECUTION PROCEDURES

The Service will be used by the CUSTOMER under its sole control, direction and responsibility.

Therefore, are the responsibility of the CUSTOMER:

- the implementation of all processes and useful measures intended to protect its User Workstations, its hardware, software packages, software, passwords, in particular against all viruses and intrusions;
- compliance with the latest updated version of the Technical Requirements in order to avoid harmful consequences such as slowdowns, blockages, data alterations;
- the choice of the Internet access provider or telecommunications medium, the CUSTOMER having to take care of the administrative requests and take out the necessary subscriptions, the cost of which it will bear;
- the appointment, among its staff, of a privileged contact of ARTICQUE acting as administrator, for the CUSTOMER, of the Services and in particular for the security aspects;
- the use of the identifiers and access codes given to it by ARTICQUE during the execution of the Service. It will ensure that no person not authorized by it has access to the Service;
- errors committed by its personnel in the use of the Service and the procedures that enable it to connect to the Service, particularly concerning the means of access and internet navigation.

ARTICQUE shall be released from any liability concerning the nature, content of the CUSTOMER's information or data and the use made of it. Likewise, ARTICQUE shall be released from any liability concerning the quality and electronic transmission of data when they use the telecommunications networks and more generally the quality and reliability of the telecommunications links between the User Workstations and the Service access point.

11.3. DELIVERY

Delivery takes place on the date of signature of this Contract, after payment of the price and communication of the names and email addresses of the End Users for account creation.

11.4. GUARANTEE OF EVICTION

ARTICQUE guarantees to the CUSTOMER a peaceful enjoyment of the Software, of his personal fact.

As such, ARTICQUE undertakes to defend the CUSTOMER at its own expense against any action for infringement of copyright or other intellectual property rights brought by a third party, and relating to the Software, provided that the CUSTOMER has been notified immediately in writing and that the alleged infringement is not caused by the CUSTOMER.

ARTICLE shall have sole control over the manner in which the action is conducted and shall have full discretion to settle or pursue any proceedings of its choice. The CUSTOMER shall provide all the information, elements and assistance necessary to ARTICQUE to enable it to carry out its defense or to reach a settlement agreement.

If all or part of the Software is found by a final court decision to constitute an infringement, or if ARTICQUE considers that it is likely that the Software, in whole or in part, is considered to be infringing, ARTICQUE may, at its option, either provide the CUSTOMER with non-infringing software having the same functionalities, or obtain the right for the CUSTOMER to continue to use and exploit said Software, or refund the CUSTOMER the price received under this Agreement.

12. MAINTENANCE AND SUPPORT

12.1. MAINTENANCE

ARTICQUE provides maintenance and third party maintenance services for the Applications concerned by this Contract under the terms and conditions expressly and restrictively listed below.

As part of the Monitoring services, ARTICQUE undertakes to review and improve the Software, to provide the CUSTOMER with Updates and to ensure the updating of the Documentation associated with the Software Package concerning the use of the Updates.

Are excluded from the services covered by the present article:

- services related to the correction of malfunctions caused by incorrect use of the Software Package by the CUSTOMER or by modifications made by the CUSTOMER to the Software, without the authorization of ARTICQUE;
- the services that are not directly related to the Software Package;
- the reconstitution of data files in the event of accidental destruction;
- file backups and operating data; modifications or additions of functionalities related to the Software Package requested by the CUSTOMER, unless otherwise agreed with ARTICQUE;
- modifications or additions of functionalities related to the evolution of regulations or modifications made to the hardware configuration;
- the services related to the non-respect of the specifications, procedures, security and caution measures, various warnings, appearing in the documentation associated with the Software Package;
- training, installation, consulting or assistance services that may be offered by ARTICQUE through training, installation, consulting or assistance contracts;
- any visit or intervention on the CUSTOMER's site;
- any modification or addition to the configuration on which the Software is used, required by the implementation of an Update.

These services will automatically be subject to additional invoicing.

Similarly, the use of level 2 technical support is excluded from the basic maintenance and assistance service.

Level 2 Technical Support includes :

- Support for Administrators and Super-Administrators users for any question concerning the installation of Articque Platform and the configuration of its technical components (Webservice / Web Application / Database) and the technical administration of the Platform.
- User support for Administrators and Super-Administrators in case of technical problems regarding the installation of Articque Platform or its technical components (Webservice / Web Application / Database).

These services require the use of "level 2 technical support" tickets which are invoiced in addition and whose stock is to be renewed as required.

12.2. ASSISTANCE

The user is fully supported:

- technical assistance to diagnose and manage any technical difficulties he may encounter.
- methodological, cartographic or statistical advice to help the user use the Software's functionalities in the best possible way in its context.

ARTICQUE recommends that the USER undergoes initial training and each major update in order to facilitate its use, it being understood that this subscription service does not constitute training. During the first interview from "prise to main", the advisors can accompany the USER to make "not pas" a first map and to present the operating mode of Cards & Data. Every quarter, ARTICQUE offers the USER a one-hour telephone interview on the subject of his choice (according to the schedule of our trainers) in order to help him optimize the software used. An interview, not used, one quarter cannot be postponed to the following quarters and will be considered as used.

Software improvements are regularly updated. The USER will be able to use this update at no extra cost on the products covered by the Services. ARTICLE will inform the CUSTOMER/USER of the new features when connecting to the Service. ARTICQUE's technical support applies only to the latest version.

13. DATA

13.1. DATA PROPERTY

The CUSTOMER is the sole owner of the rights to the Data processed within the framework of the Services.

The CUSTOMER grants ARTICQUE a non-exclusive, worldwide, free and non-transferable license to host, cache, copy and display the said Data for the sole purpose of performing the Services and exclusively in association with or on the occasion of the Services.

This license shall automatically terminate upon termination of this Agreement, unless it is necessary to continue hosting the Data and processing it, in particular in the context of the implementation of Data Recovery operations.

The CUSTOMER declares and guarantees that it has all the authorizations required to use the Data within the framework of the Services and that it may freely grant a license under the terms set out above in ARTICQUE and to its subcontractors. The CUSTOMER further declares and guarantees that by creating, installing or downloading the Data within the framework of the Services, it does not exceed any right that may have been granted to it on all or part of the Data and that it does not infringe upon the rights of third parties.

The CUSTOMER undertakes to indemnify ARTICQUE for all the financial consequences that ARTICQUE may be required to bear due to a breach by the CUSTOMER of the aforementioned guarantees concerning the Data.

The CUSTOMER shall take care not to place Data on the occasion of the use of the Services that would require ARTICQUE to comply with specific laws or regulations other than those expressly provided for in the Contract.

13.2. ACCESS TO DATA

The CUSTOMER Data is located in one or more sites located in France unless otherwise stipulated in the Order Form (hereinafter the "Data Location Country").

As soon as the Personal Data are :

- collected by the CUSTOMER outside the Country where the data is located before being transferred there under the Service, and/or
- transferred by the CUSTOMER, or by ARTICQUE on the instructions of the CUSTOMER, outside the Country where the data is located, it is the responsibility of the CUSTOMER to ensure that the collection, processing and/or transfer of Personal Data in the Country where the data is located is authorised by the applicable local legislation or, failing this, and where it is legally possible to frame these transfers by appropriate legal tools.

When the Country of location of the data is France, ARTICQUE undertakes not to transfer the sites where the CUSTOMER Data is located outside of France without the prior consent of the CUSTOMER.

13.3. NON-USE OF CUSTOMER DATA

The CUSTOMER is and remains responsible for the CUSTOMER Data.

Except for the use described in Article 13.4, ARTICLE shall refrain from using, modifying, assigning or transferring to a third party, in whole or in part, whether in return for payment or free of charge, the CUSTOMER Data that may have been communicated to it by the CUSTOMER during the execution of the Service.

13.4. USE OF STATISTICAL INFORMATION

As an exception to article 13.3, ARTICQUE's commitment not to use the CUSTOMER Data will not concern the operations necessary for ARTICQUE to establish its invoices and usage statistics and to provide any explanation concerning the execution of the Service.

Also, ARTICQUE may compile aggregated and anonymized statistical information in order to improve its services and products (frequency of connection, functionalities used...) and may make them public provided that they do not identify the CUSTOMER's confidential information and that they do not include any directly or indirectly nominative data. ARTICQUE retains all intellectual property rights on the results of these statistical processing operations.

13.5. DECLARATION RELATING TO THE CLIENT'S DATA

It is reminded that, in the sense of the French law n° 78-17 of January 6, 1978, called the "Informatique et libertés" law, and the European Parliament and Council Regulation (EU) 2016/679 of April 27, 2016, ARTICQUE acts as a subcontractor, on the instructions of the CUSTOMER, who is qualified as the person responsible for the processing of Personal Data implemented through the Service.

Consequently, the CUSTOMER is informed that it is its sole responsibility to take the steps, make the declarations and request the authorizations provided for by the laws and regulations in force concerning any processing it carries out and the data it processes using the Service. More generally, it is the CUSTOMER's responsibility to comply with any applicable local legislation requiring a special administrative declaration procedure relating to Personal Data. The CUSTOMER guarantees that it will comply with all of its obligations under the French Data Protection Act and/or applicable local legislation relating to Personal Data.

13.6. COMMUNICATION OF THE CUSTOMER'S DATA

Access to the Data is reserved to the CUSTOMER only.

The CUSTOMER is informed and accepts that ARTICQUE may access its Data during the Assistance, Training and Consulting Services or any other service requested by the CUSTOMER who requires it.

The CUSTOMER is informed and accepts that ARTICQUE may access its Data and transmit them upon request of an administrative or judicial authority entitled to access the Data.

Unless the said requisition prevents ARTICQUE from doing so, ARTICQUE shall inform the CUSTOMER without delay of the existence of the requisition and of the Data that has been transmitted.

13.7. ACCESSIBILITY AND SECURITY OF DATA, PERSONAL DATA AND SENSITIVE DATA

In order to guarantee the confidentiality of data in transit between the User Workstation and the Service access point all connections are secured. The data flows, which use non-secure telecommunications networks, use recognised security protocols such as HTTPS (based on SSL/TLS Secure Socket Layer/Transport Layer Security or SFTP (based on Secure Shell - SSH).

ARTICQUE strictly prohibits the CUSTOMER from using and processing Sensitive Data within the framework of the Services.

The CUSTOMER is solely responsible for the creation, selection, design and use of the Data by the Final Users within the framework of the Services. It is also solely responsible for the collection and processing of Personal Data and Sensitive Data by Final Users. When the legislation to which the CUSTOMER is subject requires the prior authorization of the persons whose Personal Data is processed or when the said legislation places a set of obligations on the person called upon to process this Personal Data, it is the sole responsibility of the CUSTOMER and under its sole responsibility to comply with the applicable legislative provisions and to obtain any prior authorizations.

The CUSTOMER acknowledges that ARTICQUE has no control over the transfer of Data via the public telecommunication networks used by the CUSTOMER to access the Services, in particular the Internet. The CUSTOMER acknowledges and accepts that ARTICQUE cannot guarantee the confidentiality of the Data during the transfer of the same on the said public networks. Consequently, ARTICQUE may not be held liable in any way whatsoever in the event of misappropriation, capture, corruption of Data, or any other event likely to affect the Data, occurring at the time of their transfer on the public telecommunication networks. For the purposes of this clause, the term Data includes Sensible Data and Personal Data.

ARTICQUE recommends the CUSTOMER to use Personal Data only in case of absolute necessity of processing and to use codes as far as possible for the processing of such Personal Data.

Should the CUSTOMER's data require additional measures to those provided for in the description of the Services, the CUSTOMER should contact ARTICQUE to study another solution.

14. SECURITY AUDIT

Unless otherwise agreed, the CUSTOMER shall be authorised to carry out or have carried out a security audit throughout the performance of the Contract. This audit may be carried out by one (or more) recognized expert(s) in its (their) field of competence that the CUSTOMER chooses to designate. The persons having to carry out the audit operations must comply with the health and safety rules in force at ARTICQUE, which may ask them to identify themselves permanently during the operations, in particular by wearing a badge. The persons in charge of the audit will remain under the sole hierarchical responsibility of their employer. This security audit is carried out at the exclusive expense of the CUSTOMER. The CUSTOMER must inform ARTICQUE of the occurrence of this audit by registered mail at least 30 days in advance.

15. FINANCIAL CONDITIONS

15.1. PRICES

The financial terms of this Contract are stipulated in the Purchase Order.

The price is payable cash on the invoice date with a term to maturity.

In the event of a dispute over an invoice, payment of the disputed invoice shall remain due. If the dispute is accepted, a credit note will be sent to the CUSTOMER as soon as possible, after deduction of a pro rata temporis amount for the use already made, considering that the activation of the account by the user is the beginning of the use.

In the absence of payment within the contractual deadlines of the totality of the sums due to ARTICQUE in execution of the present contract, ARTICQUE will send the CUSTOMER a registered letter with acknowledgement of receipt, or by any other means with a definite date of receipt, enjoining it to proceed with payment within fifteen (15) days from receipt of the said letter. In the event that, after this period, the CUSTOMER has not paid the totality of the sums due in principal, interest and costs, in addition to a legal penalty for collection costs of 40 euros excluding taxes in accordance with the French Commercial Code, ARTICQUE may interrupt access to the Services and will also be authorised to terminate this contract, automatically, without notice or legal formality, without prejudice to the right to recover the sums due and any damages.

TVA will be added to the amount of interest at the nominal rate.

Payment shall be made exclusively by SEPA direct debit.

When collection proceedings are necessary, the CUSTOMER shall be liable for all costs incurred by the contentious collection of the sums due, including legal officers' fees, without this being contrary to article L111-8 of the Code of Civil Execution Procedures.

In addition, when the buyer's credit deteriorates, ARTICQUE reserves the right, even after partial fulfilment of an order, to require the buyer to provide the guarantees it deems appropriate for the proper fulfilment of the commitments made. Refusal to meet these guarantees gives ARTICQUE the right to cancel all or part of the contract.

15.2. PRICE REVISION

The CUSTOMER undertakes to pay the annual flat-rate fee, the amount of which, defined in the Order Form, is fixed for three years from the date of entry into force of the Contract.

Prices are subject to revision each year by ARTICQUE, in particular according to the evolution of its costs and the market.

The applicable annual price, even during the course of the contract, will be revised at ARTICQUE's request to the CUSTOMER, without however being able to exceed the increase resulting from the application of the following formula:

$$P = P_0 \times S / S_0.$$

P = price after revision.

P₀ = initial price for the first revision, then price resulting from the previous revision for subsequent revisions.

S = most recent Syntec index published on the fee revision date.

S₀ = value of the Syntec index in force on the date the Contract was established for the first revision, then value of the Syntec index on the day of the previous revision for subsequent revisions.

In the event of the disappearance of either of the indices, the Parties shall agree on the new index or indices in order to establish a formula with comparable effect.

All invoices will be issued annually, in arrears, and will be payable in cash on their due date.

Beyond the commitment period and in the event of renewal of the Contract, a new base price proposal may be proposed for this new commitment period at ARTICQUE's request and sent to the Customer at least sixty days before the due date.

In addition to the annual fee, the CUSTOMER shall pay any tax or other tax in force on the date of invoicing, as well as all communication costs related to remote maintenance and on-site travel expenses.

16. GUARANTEES

16.1 ARTICQUE guarantees that it has all the intellectual property rights enabling it to enter into this Agreement and that, as such, it guarantees that the Services provided in execution of this Agreement do not infringe the rights of third parties and do not constitute an infringement of a pre-existing work.

ARTICQUE guarantees the CUSTOMER against any infringement action that may be brought against it by any individual or legal entity claiming an intellectual property right relating to the Services.

ARTICQUE shall assume responsibility for all sentences in the main proceedings, costs and accessories to which the CUSTOMER may be condemned by a court decision that has become final condemning the CUSTOMER for counterfeiting.

16.2 ARTICQUE does not guarantee that the Service is free of all defects or contingencies, but undertakes exclusively to remedy, with all reasonably possible diligence, any reproducible malfunctions of the Service observed in relation to its Documentation. This guarantee of conformity cannot be extended to a guarantee of conformity to the specific needs or specific activity of a CUSTOMER or a User. ARTICQUE does not guarantee the ability of the Service to achieve the objectives or results that the CUSTOMER may have set itself and/or to perform specific tasks that may have motivated its decision to enter into this Contract. It is therefore incumbent upon the CUSTOMER or any third party mandated by the CUSTOMER for this purpose to ensure that the Service is suitable for its needs or its specific activity in the territory where the Service is used. To the extent permitted by law, any warranty other than those expressed in this article are expressly excluded.

16.3 ARTICQUE makes no other express or implied warranties with respect to the Services, including, without limitation, any implied warranty of merchantability or fitness of the Software for a particular purpose. ARTICQUE does not guarantee the results of the Services and is only bound by an obligation of means. It does not guarantee that the functionalities of the Services meet the CUSTOMER's requirements. The Parties acknowledge that Software may

contain errors and that not all errors are economically rectifiable or that it is not always necessary to correct them. ARTICQUE therefore does not guarantee that all failures or errors in the Applications will be corrected.

ARTICQUE exclusively guarantees the Software's compliance with the functional and technical characteristics appearing in the documentation provided to the CUSTOMER under the Contract and its updates.

16.4 ARTICQUE does not guarantee that the Software is free of anomalies and that its operation will be uninterrupted. Consequently, the CUSTOMER is reminded that it is its responsibility to take all steps to establish appropriate troubleshooting plans and will take all appropriate measures to minimise the harmful consequences related in particular to a possible interruption in operation or a possible loss of data generated by the Software as a result of its use.

17. RESPONSIBILITY

ARTICQUE may under no circumstances be held liable for any indirect damage suffered by the CUSTOMER that may arise as a result of or in connection with the performance of this Contract and its consequences. Indirect damages are understood to include, but are not limited to, loss of earnings or profits, loss of data, loss of chance, commercial damages, the consequences of complaints or claims by third parties against the CUSTOMER, notwithstanding the fact that ARTICQUE would have been warned of the possibility of their occurrence, with the exception, however, of the provisions of article 15 of the Contract relating to the guarantees granted by ARTICQUE. In any event, ARTICQUE's liability in the event of damage to the CUSTOMER, for any reason whatsoever and whatever the legal basis invoked or retained, all damages combined and cumulative, shall be expressly limited and may in no case exceed the amount of the annual fee for the event giving rise to the damage.

The responsibility of ARTICQUE cannot be sought in any case:

- use of the Services in a way not provided for in the user documentation or use not expressly authorized by the present Contract;
- modification of all or part of the Applications or information accessible via the Services not carried out by ARTICQUE or by one of the Agreed Service Providers designated by the latter;
- the use of all or part of the Services when ARTICQUE, following a difficulty or for any other reason whatsoever, had recommended that its use be suspended;
- use of the Services in an environment or configuration that does not meet ARTICQUE's technical requirements, or in connection with third party programs or data not expressly endorsed by ARTICQUE;
- loss of the CUSTOMER's data following an intervention by ARTICQUE or a third party service provider designated by the CUSTOMER or by ARTICQUE, when the CUSTOMER has not taken the precaution of backing up its data prior to this intervention when requested to do so;
- the occurrence of any damage resulting from a fault or negligence of the CUSTOMER, or that the CUSTOMER could have avoided by calling upon the advice of ARTICQUE;
- the use in connection with the Services of programs not provided or endorsed by ARTICQUE and likely to affect the CUSTOMER's Services or Data.
- the evolution of open source libraries or the evolution of technologies integrated into our products.

18. OTHER CLAUSES

18.1. "FORCE MAJEURE"

No Party may be held liable for a breach of any of its contractual obligations that would result from the occurrence of a case of "force majeure", in the sense usually retained by the jurisprudence of French courts. Initially, the execution of the contract will be suspended for a period of one month. If the duration of the force majeure is longer than one month, each Party may terminate the contract at any time by sending a registered letter with acknowledgement of receipt to the other Party, without notice and without compensation on either side. The following are considered to be cases of "force majeure", in addition to those usually retained by the jurisprudence of French courts and tribunals: wars, social unrest (strikes or lockouts), attacks, bad weather, epidemics, earthquakes, floods, water damage, fires,

blockage of means of communication, transport or supply (including the telecommunications network), etc. Each Party undertakes to take all necessary measures to limit the adverse consequences of force majeure for the other Party.

18.2. IMPREVISION CLAUSE

If a change in circumstances unforeseeable at the time of the conclusion of the contract makes performance excessively onerous for ARTICQUE and/or the CUSTOMER who had not agreed to assume the risk, the latter may request a renegotiation of the contract from its co-contractor. ARTICQUE and the CUSTOMER shall continue to perform their obligations during the renegotiation. In the event of refusal or failure of the renegotiation, ARTICQUE and the CUSTOMER may agree to terminate the contract, on the date and under the conditions they determine, or ask the judge by mutual agreement to proceed with its adaptation. If no agreement is reached within a reasonable period of time, the judge may, at the request of one of the Parties, revise or terminate the contract, on the date and under the conditions he determines.

18.3. CONFIDENTIALITY CLAUSE

ARTICQUE and the CUSTOMER shall refrain from disclosing any confidential information to which they may have access under this contract. All information and documents designated as such, which will be transmitted to it by the other Party, shall be considered confidential, regardless of the medium used for such transmission (paper, drawings, computer media, etc.) or the form (written, oral, etc.) of such transmission.

Consequently, ARTICQUE and the CUSTOMER undertake to limit the communication of confidential information to only those persons assigned to the performance of this Contract. It is specified that each Party undertakes to ensure that its staff, its suppliers and any third parties involved respect the strictest confidentiality for all the operations that it carries out within the framework of the present Contract, by means of the prior conclusion in writing of a confidentiality undertaking that includes the obligations of the present clause. However, information that was known to the public prior to its disclosure without breach of this contract shall not be considered confidential. The provisions of this clause shall remain in force for a period of one year from the expiry of this Contract.

18.4. INSURANCE

Each of the Parties declares that it is insured for all harmful consequences for which it could be held liable under the Contract, with a first-rate insurance company that is notoriously solvent.

It may obtain communication from the other Party of the insurance certificates indicating the nature of the risks covered and their amount, as well as any proof, in particular of the payment of premiums.

18.5. CESSION AND DELEGATION

The Parties may not assign all or part of this contract without the prior written authorization of the other Party, except for ARTICQUE in case of assignment to any entity of the ARTICQUE Group.

18.6. SUB-CONTRACTING CONTRACT

ARTICQUE may entrust a third party with the execution of all or part of the services.

18.7. COMPUTATION OF TIME LIMITS

Unless specifically provided for in an article of the Contract, all deadlines are clear and are counted in calendar days and run from the date of receipt of the notifications.

18.8. CONFLICT OF INTEREST

ARTICQUE certifies that no conflict of interest can affect the proper performance of the Contract and, for the duration of the Contract, undertakes to take all necessary measures to avoid any conflict of interest.

18.9. DIVERSITY

Each Party shall ensure that it complies with the provisions of Articles 225-1 et seq. of the Criminal Code relating to discrimination.

18.10. INDEPENDENCE OF THE PARTIES

Neither Party may make a commitment in the name and on behalf of the other Party. The Parties acknowledge that they are acting as independent co-contractors. This contract may not have the effect of creating between them a company or association of any form whatsoever.

18.11. RESILIATION

Early termination - If the Customer requests early termination, i.e. before the end of the 36 months, the Customer must pay the remaining sums that it would have had to pay if the contract had remained in force until the end of the 36 months.

Termination of the expired contract - In addition to the possibility open to each Party not to renew the contract at the end of the commitment, subject to compliance with the notice period provided for in Article 8, unilateral termination of the contract may be pronounced by one of the Parties in the event of serious breach by the other Party under the following conditions.

Termination for serious fault - Any serious fault by a Party in any of its obligations under this contract, which is not remedied within 15 days of the sending of a registered letter with acknowledgement of receipt, entitles the other Party to unilaterally terminate this contract by operation of law, without prejudice to any damages to which it may be entitled hereunder. In any event, in the event of serious misconduct on the part of the Customer, the latter shall remain liable for the sums due under its commitment. In other words, in the event of fault before the end of the 36 months, the Client shall pay the remaining sums that it would have had to pay if the contract had been up to its term.

By the present clause, the Parties expressly intend to be able to implement, as an exception to the provisions of articles 1217 and following of the Civil Code, such an extrajudicial termination of the present contract instead of its judicial resolution.

After termination, the CUSTOMER undertakes within 15 days to return to ARTICQUE, or to cease using, the access codes to the Hosted Software Solutions made available to it.

As for ARTICQUE, the CUSTOMER undertakes to return the data belonging to the CUSTOMER following the procedure described below in the clause "Data Recovery".

19. DATA RECOVERY

19.1. DEFINITION OF RECOVERY OPERATIONS

Upon expiration of the Services and/or termination of the Contract, access to the Services is closed on the last day of the Service or on the day of termination of the Contract.

The CUSTOMER must have, before this deadline, recovered its CUSTOMER Data accessible through the functionalities of the Services or have requested from ARTICQUE the return of a copy of the last backup of the CUSTOMER Data.

19.2. TIME LIMIT AND CONDITIONS OF RECOVERY

These Recovery operations will take place during the term of the contract or within 15 days in case of wrongful termination.

Unless otherwise stipulated in the Order Form, this restitution will be carried out in a standard market format chosen by ARTICQUE and will be made available to the CUSTOMER in the form of a download or, if the volume is too large, by sending an external medium, as part of a service that is billable within the limit of the cost of the external medium and its secure sending. Unless otherwise stipulated in the Order Form, as of the thirtieth (30th) day from the day the Service expires or the Contract is terminated, the process of deletion of the CUSTOMER Data will be initiated in order to make them unusable. This deletion will be carried out on the production data as well as on the backed up data and this, according to the retention periods of the backups.

19.3. COMPLIANCE WITH LAWS

ARTICQUE shall comply with the legal and regulatory obligations applicable to it in its capacity as service provider under the law applicable to the contract. ARTICQUE shall not be required to assume the CUSTOMER's legal and administrative obligations, including those relating to the Services provided under the Contract. It is therefore up to

the CUSTOMER to ensure compliance with the laws and regulations concerning it, without being able to seek ARTICQUE's liability.

The CUSTOMER, for its part, also undertakes to comply with the laws in force to which it is subject, either because of its nationality, or because of its geographical location. In particular, it shall ensure that it complies with the applicable provisions relating to the content of the Data so that no data contrary to the law may be processed by the services, such as Data likely, in particular, to condone crime or terrorism, Data relating to paedophilia and any other prohibited data. Unless otherwise expressly stated in this Contract, the Services provided by ARTICQUE are intended for the country in which the CUSTOMER has declared its address at the beginning of this Contract. The use of the said Services by End Users who are not located in the country where the CUSTOMER has stated its address, although not expressly prohibited, provided that the contractual provisions are respected, shall in no case allow the CUSTOMER to assert its rights in a different country from the one to which the services are provided.

20. APPLICABLE LAW

The law applicable to this contract in all its provisions and consequences is French law.

The present contract is written in French. In the event that it is translated into one or more foreign languages, only the French text shall be deemed authentic in the event of a dispute.

21. OTHER PROVISIONS

21.1 The CUSTOMER authorises ARTICQUE to quote its name and/or reproduce its logo in its commercial documents and press announcements in any form and on any medium whatsoever. ARTICQUE shall be free to use the know-how acquired during the performance of the Contract and to perform similar services on behalf of other CUSTOMERS.

21.2 ARTICQUE and the CUSTOMER declare that the information provided and used by ARTICQUE shall be deemed authentic between them until proven otherwise.

21.3. The fact that a Party does not claim the application of any provision of this contract or tolerate the non-execution of this contract, temporarily or permanently, may in no way be interpreted as a waiver by this Party to exercise the rights it holds under the present contract. The fact that one Party tolerates a non-performance or imperfect performance of the contract or, more generally, tolerates any act, abstention or omission of the other Party that is not in conformity with the provisions of this contract shall not confer any right whatsoever on the Party that benefits from such tolerance.

21.4 The Parties shall elect domicile at the addresses shown on the Order Form to which notifications must be sent, except in the event of a change of address, which must be notified to the other Parties as soon as possible. In the event of a change of address, any notification made at the addresses mentioned in the Order Form or at the last address notified shall be deemed to be valid, unless it can be proved that the notifying Party was aware of the actual address of the Party to which it is making the notification.

21.5. Collaboration. The proper performance of the Contract and the smooth running of the Service require loyal, active and permanent collaboration between the Parties.

Consequently, each of the Parties undertakes to :

- be actively involved in the performance of its obligations;
- refrain from any behaviour likely to affect and/or hinder the performance of the other Party's obligations;
- provide each other, within a sufficient period of time, compatible with the proper observance of the deadlines agreed between the Parties, with all information and documents necessary for the performance of the Contract;
- alert each other as soon as possible in the event of any difficulty and consult each other in order to put in place the best possible solution as soon as possible.

It is the CUSTOMER's responsibility to provide ARTICQUE with all the information concerning the CUSTOMER that is necessary for the performance of the planned Services and the Service, and to inform ARTICQUE of any difficulties of which it may be aware or that its knowledge of its field of activity enables it to envisage, as and when the present

Contract is performed. Furthermore, the CUSTOMER undertakes to maintain sufficiently competent, qualified and trained Users throughout the execution of the present contract.

22. CLAUSE ATTRIBUTING COMPETENCE

In the event of a dispute between the Parties, they undertake to find an amicable solution.

In the absence of an amicable agreement, any dispute or litigation concerning the interpretation and execution of the contract and of the present general conditions for the provision of services, are within the jurisdiction of the courts of Tours.

This express attribution of jurisdiction also applies in the event of multiple defendants and for all claims, even incidental, for intervention or warranty claims.