

## **Preamble**

Articque Platform is an enterprise geospatial software solution designed to satisfy the most demanding business users.

This contract concerns the Articque Platform solution which is installed and hosted on the CUSTOMER's server(s) or the provider of its choice, under its responsibility. Hosting may require specific invoicing and compliance with technical prerequisites.

Articque Platform is designed as a standard product. In all cases, it is the CUSTOMER's responsibility to ensure that the solution proposed by ARTICQUE meets its needs and constraints. No adaptations or developments specific to the CUSTOMER's project are provided for under this contract that are to be governed by another contract.

The CUSTOMER must respect the technical prerequisites recommended by ARTICQUE, and in particular to ensure the evolution of its hardware and software in accordance with the updates provided.

## **I. General provisions**

### **1. DEFINITIONS**

**ARTICQUE:** refers to ARTICQUE INFORMATIQUE, publisher of the Software, or any other company of the ARTICQUE Group that may be called upon to market the Software.

**CUSTOMER:** refers to the private or public legal entity that contracts with ARTICQUE to set up a CUSTOMER/Supplier relationship.

**User:** refers to the professional registered on Articque Platform, holder of the rights of use granted by ARTICQUE, depending on the CUSTOMER's legal structure and acting under its responsibility, in compliance with the present terms and conditions. The User must necessarily belong to the legal structure of the CUSTOMER, in particular through a subordination link. For any other use of the software, special conditions will have to be considered with the agreement of ARTICQUE.

**Software:** refers to the Articque Platform solution is a product of the Cards & Data range, registered at the agency for the protection of programs in PARIS under the IDDN 03-130012-00 identifier.

**Data:** means all data, information, and content of any kind, both those provided by ARTICQUE in the context of the Software's functionalities and those coming from the USER in the context of the use of the Software and the creation of Projects by the USER. The ARTICQUE Data includes in particular all ARTICQUE's maps and more generally all the cartographic data, illustrations, figures, analyses, statistics, which are the property of ARTICQUE and which may be made available to the USER within the framework of the Software.

**Projects:** the contents and more generally all the results created by the USER in the context of the use of the Software, from the Data made available by ARTICQUE or from its own Data.

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

**Technical support:** diagnosis and help in resolving technical difficulties

**User assistance:** delivery of methodological advice to support the USER in the proper use of the tool, adapted to its context of use.

**Documentation:** means the description of the features and the instructions for use of the Software Package. It is provided in electronic form in French language. All other documentation is excluded from the scope of this subscription, in particular commercial and training documentation.

**Response to the request :** Date on which the Support service responded to the USER's request within the framework of the SERENITY subscription.

**Update :** Any corrective program and/or minor/major changes to the software

### **2. ACCEPTANCE OF THE GENERAL CONDITIONS**

The CUSTOMER declares having read the maintenance conditions and having accepted them without reservation before placing any order, in particular by returning the quotation or the commercial offer made by ARTICQUE. He renounces the application of his general conditions of purchase as well as all the stipulations which could be printed on his orders or correspondence.

### **3. CONTRACTUALIZATION**

Any intervention by ARTICQUE in the interest of the CUSTOMER entails an obligation for the CUSTOMER to pay the full price of the service.

If an estimate is drawn up, the service or delivery can only begin once the estimate has been duly signed and received, to which the payment of the price agreed by the CUSTOMER must be attached.

#### **4. FIELD OF APPLICATION**

The present general terms and conditions determine the contractual conditions applicable to any service (provision or delivery of software goods) offered by ARTICQUE to its CUSTOMERS.

The special conditions determine the contractual conditions applicable to the object of the contract defined in ARTICQUE 5 of the present contract.

The quotation is an integral part of this contract and is inseparable from it and therefore forms a contractual whole. It is understood between the Parties that in the event of contradiction, the quotation constituting the special conditions shall prevail over the other contracts and annexes.

The present contract (hereinafter the "Contract") is made up of the following contractual documents in descending order of legal hierarchy:

1. The estimate
2. The present license, support and maintenance conditions

In the event of a contradiction between two documents of the same level, the more recent one shall prevail.

In case of difficulty of interpretation or contradiction between any of the headings at the top of the clauses and any of the causes, the headings will be declared non-existent.

#### **5. SUBJECT**

This document describes the terms and conditions of the Software license and subscription to user support and maintenance of the Articque Platform Software, called "SERENITY". The Software License provides access to the Articque Platform solution. The SERENITY subscription allows the USER of ARTICQUE PLATFORM to benefit from constantly updated equipment and personalized support with high added value. ARTICQUE PLATFORM guarantees the USER a real human response from trainers who are both experts and pedagogues. In addition, each quarter, a telephone slot (of one hour) for coaching on the subject of his choice can be reserved.

#### **6. CONTRACTUAL PROVISIONS**

The nullity of a contractual clause does not entail the nullity of the general terms and conditions, with the exception of that of a decisive clause which led one of the parties to contract.

#### **7. 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 eight (8) days.

### **II. Conclusion of the contract**

#### **8. DESCRIPTION OF THE SERVICES ORDERED**

The provision of services shall give rise to the drawing up of an estimate based on a detailed statement, in terms of quantity and price, of each service and/or each product necessary for its performance and (where applicable) the daily rate of labour, in particular for the commissioning of the service.

The list of products covered by the subscription is explicitly mentioned in the Quotation/Order Form. Any product not mentioned will be deemed to be excluded from the subscription.

#### **9. TERM**

9.1. The Agreement comes into force on the date of invoice.

9.2. The cost of the license is invoiced at the conclusion of the Agreement and is valid in perpetuity.

9.3. The fee for the maintenance of the Software Package is payable annually. The Contract is renewed from year to year by tacit agreement, unless terminated by either of the Parties by registered letter with acknowledgement of receipt, subject to thirty (30) days' notice before the anniversary date.

#### **10. FINAL NATURE OF THE ORDER**

The Contract shall be definitively concluded on the date of signature of the commercial proposal.

The commitments and orders received by ARTICQUE's services are final only after written confirmation from ARTICQUE by sending an acknowledgement of receipt and the proposal of a date of intervention.

#### **11. MODIFICATION OF THE ORDER**

As orders are final and irrevocable, any request for modification of the service ordered by the CLIENT must be submitted to ARTICQUE for acceptance.

#### **12. CANCELLATION OF THE ORDER**

In the event of unilateral cancellation after conclusion of the Contract, the CUSTOMER shall be required to pay the price of the service ordered as a cancellation fee. The Contract cancellation fees correspond to the balance of the order amount not yet paid. These cancellation fees are paid as a forfeit. The invoice thus established shall be payable immediately.

### **III. Prices and terms of payment**

#### **13. PRICE DETERMINATION**

The provision of services shall give rise to the drawing up of an estimate or quotation.

The prices are only valid for the quantities, rates of completion and special conditions specified in each commercial proposal.

#### **14. PRICE**

The fee for the perpetual license and the annual fee for the maintenance of the Software is specified on the commercial proposal.

This price includes all costs incurred by the performance of maintenance services as described in the ARTICQUES above.

#### **15. TRAVEL CHARGES**

As the solution is hosted on infrastructures belonging to the CUSTOMER, this price does not include on-site interventions which will have to be the subject of an additional estimate. This means that the CUSTOMER must provide ARTICQUE with technical interlocutors who have the capacity to intervene on the installations and remote intervention methods.

ARTICQUE's travel expenses to go to the place of the service are at the CLIENT's expense. The expenses will be proposed in the quotation.

#### **16. TERMS OF PAYMENT**

The financial terms of this Contract are stipulated in the Purchase Order. The price is payable cash on the invoice date with the maintenance price falling due.

The cost of maintenance is mentioned in the Quotation and is invoiced annually in advance, on the anniversary date of the contract.

Unless otherwise stipulated, payments shall be made under the following conditions: 100% of the price falling due, on the order for the first annual instalment, then on the anniversary date of the maintenance service subscription. Payment shall be made exclusively by SEPA direct debit. Invoices are payable within ten (10) days of invoice date, net, without discount.

Support and maintenance are only provided if the USER is up to date with his payments.

TVA will be added to the interest amount at the nominal rate. The special terms of payment in force are specified in each proposal or order confirmation.

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 execution of the commitments made. Refusal to meet these guarantees gives ARTICQUE the right to cancel all or part of the contract.

#### **17. PRICE REVISION**

The CUSTOMER undertakes to pay the annual flat-rate fee, the amount of which, defined in the Order Form, is fixed for the duration of the commitment provided for in the contract as from the date on which the latter comes into force.

Beyond this period and in the event of renewal of the Contract, the price may be revised annually at ARTICQUE's request sent to the CUSTOMER at least sixty days before the expiry date, without however being able to exceed the increase resulting from the application of the following formula:

$$P = P_o \times S / S_o$$

P = price after revision.

P<sub>o</sub> = 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.

So = 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.

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.

## **18. INVOICE**

The invoice shall be drawn up on the day the Contract is concluded. Every invoice is drawn up in duplicate for any services provided and one copy is given to the CLIENT and the second copy is kept by ARTICQUE.

## IV. Performance of the contract

## **19. LICENSE**

The conditions of use of the Appliances are described below. This is a non-exclusive grant by ARTICQUE to the CUSTOMER of rights to use the Software for an unlimited period of time.

### *19.1 RIGHTS TO USE THE SOFTWARE*

The Software user license, granted under the Agreement and for its duration, allows the CLIENT and other entities of its group to use the Software in accordance with its intended purpose and for its own configuration needs. As a reminder, the user must necessarily 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 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 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 an illicit, obscene, defamatory nature or data that is illegal 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 obtain 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 ARTICQUE above, the CLIENT 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. The 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.

### *19.2 SOFTWARE EXECUTION PROCEDURES*

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

Consequently, 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. The CUSTOMER shall ensure that no unauthorized person 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.

### *19.3 DELIVERY*

Delivery takes place on the date of signature of the Contract, after payment of the price and planning of the installation on the CUSTOMER's server. Unless otherwise agreed, ARTICQUE offers an installation assistance service which remains under the responsibility of the CLIENT (see description in the appendix).

### *19.4 GUARANTEE OF EVICTION*

ARTICQUE guarantees the CUSTOMER a peaceful enjoyment of the Software, of his own free will.

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.

ARTICQUE 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 CLIENT 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 the Agreement.

## **20. SUBSCRIPTION CONTENT SERENITY**

### *20.1. Technical support and USER assistance*

Thanks to the SERENITY subscription, the USER benefits from complete assistance:

- technical assistance to diagnose and manage any technical difficulties he may encounter.
- methodological, cartographic or statistical advice to accompany him in the best way possible in the use of ARTICQUE PLATFORM's functionalities in his context.

ARTICQUE recommends that the USER undergoes initial training and then once a year, in order to facilitate its use, it being understood that this subscription service does not constitute training.

### *20.2. Getting Started Maintenance*

During the first meeting called "prise and main", the advisers can accompany the USER to realize "not pas" une first map and to present the operating mode of ARTICQUE PLATFORM.

### *20.3. Quarterly advisory meetings*

Each 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 accompany him in an approach of optimization of the software used. An interview not used one quarter cannot be postponed to the following quarters and will be considered as used.

#### *20.4. Updates*

ARTICQUE, as a publisher, is in control of its decisions, both on the choices and on the frequency of evolutions, improvements and corrections that it wishes to bring to the solution in accordance with its product strategy. The evolutions, improvements and patches developed by ARTICQUE are made available to the CUSTOMER in the form of regular updates.

Within the framework of the Serenity subscription, the CUSTOMER has access to these updates on the products covered by his subscription. ARTICQUE publishes, at each update, the list of evolutions/improvements/corrections on its website [articque.com](http://articque.com). The CUSTOMER can have, on simple request to the technical support, an installation package to install these updates.

As part of the annual subscription, ARTICQUE will assist the CUSTOMER in installing one update per year. If an on-site intervention is necessary, it will be invoiced at the rate in force at the time of the intervention. Technical support, maintenance and training services provided by ARTICQUE only apply to the latest version edited.

#### **21. EXCLUSIONS FROM THE SERENITE SUBSCRIPTION**

Can in no case be included in the SERENITY subscription:

- Diagnosis and resolution of malfunctions related to hosting and the hardware, system and network infrastructure set up by the CUSTOMER. ARTICQUE may provide recommendations on the investigations to be carried out, without however being responsible for or intervening on the CUSTOMER's infrastructure.
- The development of evolutions, improvements or corrections outside of the update programs provided by ARTICQUE's IT department;
- The response to malfunctions reported but not reproduced by ARTICQUE's advisers;
- The reconstitution of files in case of accidental destruction;
- The development of new programs;
- Additions or modifications to existing programs not imposed by a change in the regulations in force;
- The training of the CUSTOMER's staff working on the system;
- Operating work;
- Any form of intervention on the CUSTOMER's data or card holdings not provided by ARTICQUE.
- Backups of files and operating data;
- Software other than those specified which would work in chaining with them;
- The specified software that would have been modified by others than ARTICQUE;
- Equipment, accessories and supplies;
- Modifications to be made to the software for use on hardware/environment other than that intended.
- All subjects within the scope of training, consulting or service provision.

#### **22. CONDITIONS OF INTERVENTION**

22.1. The USER makes requests for assistance or advice by e-mail to [support@articque.com](mailto:support@articque.com) or by telephone via a dedicated, non surcharged number: +33 (0)2 47 49 70 50.

22.2. The service is accessible during the company's opening hours: on working days from 9.00 to 12.15 and from 14.00 to 18.00 (17.00 on Fridays) - CET (Central European Time)

22.3 This subscription does not provide for the medium to make telephone calls to the USER, nor does it provide for any physical visit to the USER's premises.

22.4. The maximum response time is two (2) working days, within the company's opening periods. Any requirement for a reduced response time will be subject to additional charges.

22.5. The languages used to deliver this technical support are French and English.

#### **23. CUSTOMER AND USER OBLIGATIONS**

23.1 The CUSTOMER shall ensure that Articque Platform accesses are distributed to Authorised USERS, in accordance with the rights of use previously acquired from ARTICQUE. The USER undertakes to keep its accesses confidential and not to communicate them to a third party.

23.2 The USER undertakes to respect the normal conditions of use of the software, to strictly apply the instructions given by ARTICQUE and to comply with all the provisions of this subscription.

23.3. As the assistant service is shared for all CUSTOMERS under subscription, it is important that telephone calls do not exceed twenty (20) minutes.

23.4. The USER undertakes to seek the answer to his question by himself before contacting the Support service, by consulting all the documentation provided by ARTICQUE (in particular: online help, FAQ, tutorials, etc.).

23.5 The USER who reports a malfunction to the support service must communicate a precise description of the malfunction encountered: the manipulations and steps necessary for its reproduction and diagnosis. ARTICQUE may ask the CUSTOMER to provide the elements necessary to carry out this diagnosis (for example: organization chart, data, background maps, documents, screenshot, error message, etc.) and strategic data of the USER present in the solution.

23.6. In the event of non-compliance with any of the provisions of this subscription or with the obligations set forth herein, ARTICQUE may terminate this subscription by giving one (1) month's notice.

#### **24. CONFORMITY**

In accordance with the general principles of contract law, ARTICQUE undertakes to provide the service requested in accordance with the contractual provisions.

#### **25. OBLIGATION OF ADVICE AND INFORMATION**

ARTICQUE is bound by an obligation to provide information and advice to its CUSTOMER on any service concerning its person or property. This obligation is presumed to have been fulfilled no later than the presentation of the commercial proposal to the CUSTOMER.

The CUSTOMER is obliged to provide ARTICQUE with information to enable it to perform its services under good conditions (delivery of documents necessary for the performance of the service, privileged interlocutors, facilitated access for the performance of the service, etc.).

#### **26. OBLIGATION OF CONFIDENTIALITY**

ARTICQUE and the CUSTOMER shall refrain from disclosing any information relating to the other party or to their property to which they may have had access in the performance of the services which are the subject of the commercial proposal.

The Parties shall consider as strictly confidential and shall refrain from disclosing to third parties to this contract, in particular any information given which they may have knowledge of both during negotiations and in the course of this contract.

For the application of this clause, the Parties shall be liable in particular for their employees, suppliers and other partners as they are liable for themselves. It is incumbent on them to take all necessary precautions to this end. However, the parties shall not be held liable for any disclosure if the elements disclosed were in the public domain or if they knew of them or obtained them from third parties by legitimate means.

#### **27. DATA (ONLY IF DATA ARE NOT HOSTED AND PROCESSED BY ARTICQUE)**

##### *27.1 Data Property*

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

The CUSTOMER grants, where necessary, to the SERVICE SUPPLIER a non-exclusive, worldwide, free and non-transferable licence allowing it 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 or to fulfil its contractual obligations. This license will terminate automatically upon termination of this Agreement.

The CUSTOMER declares and guarantees that it has all the necessary authorisations to use the Data within the framework of the Services and that it may freely grant the Service Provider and its sub-contractors a licence under the terms set out above. 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.

##### *27.2 Access to the customer's data*

Access to the Data is reserved to the CUSTOMER only. It is reminded that ARTICQUE has no possible access to this Data. Furthermore, ARTICQUE informs the CLIENT that it is recommended that no sensitive data should be processed with the Software Package.

The Parties acknowledge that security is a fundamental obligation in the performance of the Contract. Maintaining the security of managed operations and the security of information systems is therefore a primary concern for the Parties. Depending on their degree of responsibility, the Parties undertake to put in place and maintain at all times sufficient guarantees to preserve the confidentiality and security of the Data and, in particular, to prevent it from being distorted, damaged or accessed by unauthorised third parties. In this respect, the Parties undertake to comply with the above-mentioned provisions. To this end, the Parties shall implement measures to control access to the processing and secure communications of the Data, such as the use of password procedures. In the event of recourse to a sub-contractor, the Parties undertake to include the same guarantees in the sub-contracting contract and remain, in any event, responsible for compliance with these guarantees by their sub-contractor.

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

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

The CUSTOMER is solely responsible for the creation, selection, design and use of the Data by the End Users within the framework of the Services. It is also solely responsible for the collection and processing of Personal Data and Sensitive Data by End 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.

## **V. Non-execution of the contract**

### **28. LIMITATIONS OF LIABILITY**

28.1. ARTICQUE may not be held liable in the event of non-execution or poor execution of its obligations which is due either to the CUSTOMER's fault, or to the insurmountable and unforeseeable fact of a third party to the Contract, or to a case of force majeure. Among the situations falling within the scope of this limitation of liability: poor maintenance of the CUSTOMER's installations, damage suffered by the CUSTOMER on its installations following any intervention in the event of ARTICQUE recommendations not followed by the CUSTOMER, particularly for interventions on non-compliant installations or by a third party.

28.2. ARTICQUE cannot be held responsible for the direct or indirect consequences of breakdowns (loss of time, operating loss, destruction of data or the Software Package, etc.). ARTICQUE also disclaims any liability for material damage that may affect the buildings, installations, equipment, furniture of the CUSTOMER (or its representatives).

28.3. Furthermore, ARTICQUE excludes all liability on any grounds whatsoever for indirect damages such as loss of profit, commercial or financial prejudice, increase in overheads, consequence of recourse by third parties or loss originating from or being the consequence of the Contract, even if ARTICQUE has been notified in advance, as well as damages caused to persons or property distinct from the object of the Contract.

28.4. ARTICQUE may only be held liable for its own actions, or those of its collaborators, in the event of acts performed by it or by its collaborators in the performance of the Contract and only in the event that a causal link is established between the alleged loss and ARTICQUE's gross negligence.

28.5. In the event that ARTICQUE's liability is incurred for any reason whatsoever, such liability shall be capped at the amount of the duties actually paid for the current year of the event giving rise to its liability under the Contract, regardless of the legal basis of the claim and the procedure used to bring it to a successful conclusion.

### **29. CUSTOMER'S LIABILITY AND PENALTY CLAUSE**

29.1. In the event of non-payment on the due date, ARTICQUE reserves the right to suspend the execution of the services in progress and the CUSTOMER is given formal notice by registered letter with acknowledgement of receipt to execute payment of the balance of the commitment within eight (8) days from the date of receipt of the letter of formal notice. As a penalty, the CUSTOMER shall forfeit the term of the Contract.

29.2 In the event of late payment and after formal notice, any sum not paid by the due date shall, as from that date, be subject to penalties of 20% of the total amount of the invoice including VAT, with a minimum of 500 euros under

the applicable penalty clause due to the loss suffered as a result of the delay, in addition to a legal penalty for collection costs of 40 euros excluding VAT in accordance with the French Commercial Code.

29.3. The non-payment of an invoice in accordance with the contractual conditions entails, in addition to the suspension of any work still to be carried out, the immediate forfeiture of the term for the totality of ARTICQUE's receivables. It is expressly agreed, without the need for formal notice, that any sum not paid by the buyer on its due date, either because of the buyer's failure to pay, or as a result of an agreed extension, will automatically bear interest until full payment, at a rate equal to three times the interest rate applied by the European Central Bank to its most recent refinancing operation. VAT will be added to the amount of interest at the nominal rate. The special terms of payment in force shall be specified at the time of each commercial proposal.

29.4. 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, less a pro rata temporis deduction 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 VAT 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.

29.5. Where collection proceedings are necessary, the CUSTOMER will be liable for all costs incurred in the contentious recovery of sums due, including legal fees, without this being contrary to ARTICQUE L111-8 of the Code of Civil Enforcement Proceedings.

29.6. In addition, when the buyer's credit deteriorates, we reserve the right, even after partial shipment of an order, to require the buyer to provide the guarantees we deem appropriate for the proper performance of the commitments made. Refusal to do so gives us the right to cancel all or part of the contract.

### **30. FORCE MAJEURE AND RENEGOTIATION**

30.1. The Parties may not be held liable for the non-performance of their obligations under the Agreement if such non-performance is due to force majeure, as defined by ARTICQUE 1218 of the French Civil Code and retained in accordance with the criteria of the case law of the French courts and tribunals.

30.2. The Party that invokes a case of force majeure must, as soon as it occurs, notify the other Party by registered letter and indicate its nature and characteristics. Insofar as possible, it must also inform the other Party of the period during which it considers that it will not be able to fulfil its obligations. In the event of force majeure, the Party in question shall, without having to pay any compensation, be released from its obligations as long as the cause of the said force majeure has not ceased. The obligations thus suspended shall be performed again as soon as the cause of non-performance has ceased.

30.3. The Parties consider that due to the duration of the Contract, circumstances unknown to the Parties at the time of its signature, including changes in laws, regulations or taxation, may arise during its performance. If, as a result of circumstances, the economics of the contractual relationship should be modified to the point of making it prejudicial to one of the Parties to perform its obligations: exaggerated material damage, appreciable disruption of the relative position of the Parties, significantly heavier charges than those provided for at the time of signing the Contract. Therefore, should such a case occur, the Parties shall consult each other and use their best efforts to jointly amend or supplement the Contract, in order to enable their relations to continue. The Party that suffers such an event shall notify the other within eight (8) days by electronic mail, confirmed by registered letter with acknowledgement of receipt, or with the means of communication available due to the situation, and the Parties shall then consult on the action to be taken on the Contract. In the event of disagreement between the Parties, the Contract shall be automatically terminated by operation of law thirty (30) calendar days after notification of the event of force majeure if it persists at that time.

### **31. RESILIATION OF THE CONTRACT AND TERMINATION CLAUSE**

In the event of the CUSTOMER's failure to comply with any of its obligations and eight (8) days after formal notice to perform has been given, ARTICQUE may suspend the performance of the services in progress and request the termination of the Contract without prejudice to damages and interest.

Termination of the Contract shall be pronounced by registered letter with acknowledgement of receipt and shall be acquired by right and without legal formality.

From the moment the Contract is terminated, the CUSTOMER remains free to use the Software Package in the latest version installed at the time of termination.

Once the Contract is terminated, the Holder loses any possibility of updates or transfer to another provider.

No further technical support can be provided in the event of termination of the Contract.

## **VI. Other provisions**

### **32. PROPERTY RIGHTS**

ARTICQUE retains ownership of all computer or other developments of which it will be the author, with the obvious exception of files or data that it will have processed on behalf of the CUSTOMER. The CUSTOMER is the sole owner of the know-how developed during its services.

### **33. CLAUSE OF DIFFUSION, COPY, DISCLOSURE OF THE SOFTWARE PACKAGE**

The CUSTOMER shall refrain from duplicating, copying, disclosing to third parties, all or part of the delivered program.

### **34. ASSIGNMENT AND DELEGATION**

The Parties may not assign all or part of the Contract without the prior written authorisation of the other Party.

### **35. SUBCONTRACTING AGREEMENT**

ARTICQUE may, with the CLIENT's agreement, entrust a third party with the execution of all or part of the services. The sub-contractor will be presented to the CLIENT before the start of the execution of the work. The CLIENT may accept the imperfect delegation as a method of payment from the subcontractor.

### **36. DATA, DATA PROCESSING AND FREEDOMS**

ARTICQUE keeps Data transmitted to it for internal management purposes.

These Data are kept and processed for the duration necessary to achieve the purpose pursued and are kept for a maximum of five (5) years from the end of the contractual relationship.

The CUSTOMER, in accordance with the Data Protection Act and the RGDP, has a right to access, delete, correct, limit or oppose the use of its Data and a right to the portability of its Data. He may exercise this right by contacting the following address: 149 Avenue du Général de Gaulle - 37230 Fondettes.

The CUSTOMER is informed that the data collected is not subject to transfer to a third country or outside the EU and that the data collected is stored in France.

It is specified that within the meaning of the Act of 6 January 1978 as amended and the RGDP, the CUSTOMER is the sole owner of the Data and is responsible for the processing of Personal Data that are processed via the Software Package. The CUSTOMER is the sole person responsible for the application of the regulations applicable to Personal Data.

### **37. COMPUTATION OF DELAYS**

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

### **38. CONFLICT OF INTEREST**

ARTICQUE 1 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.

### **39. DIVERSITY**

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

### **40. INDEPENDENCE OF THE PARTIES**

Neither Party may make a commitment in the name and on behalf of the other Party.

## **VII. Settlement of disputes**

### **41. COMPLAINTS**

All complaints should be addressed to the company's customer service department at the following address: info@articque.com.

No dispute as to the payment of the service will be accepted after seven (7) clear days from the date of issue of the invoice (the postmark being taken as proof). During this period, any dispute must be validly justified (supporting documents,...) in writing and will be carefully studied by ARTICQUE's representative with the real aim of not harming the commercial relationship. Any complaint concerning an invoice must be addressed to the company's customer service department at the following address: 149 Avenue du Général de Gaulle - 37230 Fondettes.

**42. APPLICABLE LAW - ATTRIBUTION OF JURISDICTION**

The Contract is written in French. The Contract is governed by French law. The English version of the SERENITE ANNUAL SUBSCRIPTION CONDITIONS may be provided for information purposes only. However, only the present SERENITE ANNUAL SUBSCRIPTION TERMS AND CONDITIONS written in French shall apply in the event of a conflict. In the event of a document previously signed by the USER, this writing will prevail over the current conditions validated by computer.

**43. JURISDICTION CLAUSE**

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

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