

GENERAL TERMS AND CONDITIONS

In the absence of a signed contract between the Parties, the following provisions apply to all services provided by PRODWARE, including but not limited to software and equipment delivery, provision of hosting resources and any other services, hereinafter called the "Services". Assuming the signature of a contract between the Parties governing the Services, the clauses of the latter prevail over any other document, including the following provisions.

PRODWARE is prepared to negotiate on each of the provisions provided below. In the absence of any request for negotiation and / or signature of a contract between the Parties, the purchase order by the customer to PRODWARE implies the acceptance without any reservation of the present general terms and conditions.

Therefore no written annotation of the customer on the quotation or on any other contractual document will have value between Parties, except if expressly accepted in writing by PRODWARE for the said adjustments or references.

Any special conditions that may be mentioned on the quotation or commercial proposal of PRODWARE (hereinafter referred to as "the Order") shall prevail over these General Terms and Conditions.

CHAPTER I: COMMON PROVISIONS

1/ ORDERS AND EXECUTION

Any order placed with PRODWARE is final on the acceptance by PRODWARE of a purchase order (the "Purchase Order") signed by the Customer.

2/ FINANCIAL ARRANGEMENTS

The Services are provided under the tariff conditions specified in the Purchase Order.

An annual adjustment of the tariff may be made according to the index applicable to the activity.

For licence fees in rental or Cloud mode, for hosting resources, or for access services to evolutions (patches, new versions) applicable to perpetual licences,

- PRODWARE reserves the right to revise the amount by applying the new tariff in force indicated by the publisher or host,
- If the order includes, at the Customer's expense, a turnover commitment and/or a minimum commitment period, the Customer undertakes to order the license or hosting resource exclusively from

PRODWARE for the entire contractual period from the date of its first delivery and to comply with the agreed minimum turnover.

Applicable taxes will be invoiced additionally. Travel and accommodation costs will be charged to the Customer.

Unless specified otherwise on the Purchase Order, each invoice is payable thirty (30) days from the invoice date by bank transfer. No discount is applied in case of early payment.

In the event of unjustified non-payment of an invoice owed by the Customer, PRODWARE reserves the right to notify the Customer by registered letter with acknowledgement of receipt, then, without reply within eight days, to immediately suspend deliveries or services in progress until full payment of the price. The Customer must bear all consequences of this suspension, including price increases, delays in the deadlines, etc.

Any late payment will also lead to the immediate playability of all sums remaining due by the Customer to PRODWARE, whatever they relate to.

According to the article L.441-9 of the French Commercial Code, default payment on any due date could result in the payment of default interest calculated on the sums due at a rate equal to three times the statutory rate of interest applicable on the issue date of the invoice. Moreover, in case of late payment by the Customer, a fixed compensation for recovery costs in the amount of forty (40) euros will be due by the Customer automatically. An additional compensation may be claimed by PRODWARE where the recovery costs incurred exceed the amount of the above-mentioned fixed compensation.

Any cancellation of a day of Services by the Customer less than five (5) working days before the scheduled date of the provision involves the billing of 100% of the amount due. Notification of any cancellation must be made by mail or fax. The date to be considered in determining the five (5) day period is the date of receipt of the notification by PRODWARE..

3/ CONFIDENTIALITY

Each Party undertakes, regarding the content of the agreed provisions (including the present document and associated commercial terms), and regarding the information of the other Party which may be known within the implementation of the Services, insofar as such information is of a sensitive nature in terms of economic, technical or commercial interests, or is declared as such by either of the Parties, to keep such information strictly confidential and refrain from

communicating it to any third party, except when strictly necessary for the implementation of the Services, and to refrain from using it, directly or indirectly, or allowing its use by a third party under its control, for any purpose other than the proper execution of the present agreement.

This obligation will remain in force for the duration of the present document and for a period of two (2) years from the end of the Services.

4/ PERSONAL DATA

PRODWARE, as Data Processor, implements a personal data processing in order to manage the Customers' and prospects accounts. The affiliates of PRODWARE and its partners may be recipients of certain personal data. According to the Law "Informatique et Libertés", the Customer has rights of access, objection and correction and may exercise them by sending an email to dpo@prodware.fr.

In accordance with the provisions of Article 5(2) GDPR, the Customer in his capacity as Data Controller is responsible for compliance with the principles set out in Article 5(I) GDPR and is able to demonstrate that this is respected (responsibility).

Therefore, the Data Controller, owner of the data, undertakes to :

- Provide the Subcontractor with all the data the latter may need to perform the Services planned in the Main Contracts within an appropriate time frame;
- Be responsible for the quality of the personal data transmitted to the Subcontractor;
- Document in writing any instructions concerning data processing by the Subcontractor;
- Immediately inform the Subcontractor of any errors or irregularities related to the data protection measures or its instructions it may become aware of when examining the results of the mission carried out by the Subcontractor;
- Ensure, prior to, and throughout the whole data processing that the Subcontractor complies by the GDPR.
- Supervise the data processing, including by conducting audits and inspections of the Subcontractor. The person authorised to give instructions on behalf of the Data Controller, the person responsible for implementing these instructions on behalf of the Subcontractor and the responsible Data Protection Officers whose appointment is required by law, will be listed in Annex 3 of the document hereafter. In the event of a change of a responsible contact, the Contracting Party shall be notified of the name of the new contact without delay.

The provisions enforceable for the Client's data processing are available at the following link: https://gdpr.prodware.org/docs/fr/DPA_EN.pdf

5/ WARRANTIES AND LIABILITY

The Customer is responsible under its own direction for making regular backups of all data, files and programs to which PRODWARE may have access. Unless PRODWARE is contractually in charge of the backup service, the Customer waives the right to invoke the liability of PRODWARE for any damage occurring to files, stored data or any other documents or programs that it could entrust to PRODWARE or which PRODWARE could have access in the context of the Services to be provided.

It is the Customer's responsibility to comply with the conditions, limits of use, and prerequisites applicable to the software packages and hosting services for which it obtains the right to use via PRODWARE. The Customer waives its right to seek the liability of PRODWARE in the event of non-compliance with the latter.

In order to prevent any computer risk, PRODWARE implements best practices in terms of computer protection and therefore cannot be held liable for any contamination of the Customer's files and/or data by any virus and for any harmful consequences of such contamination.

Any Indirect damage suffered by the Customer is excluded from any claim for compensation. Indirect damage includes, without limitation, loss of revenue, business interruption, loss of customers, loss of orders, loss of profit, loss of financial yield, loss of income, damage to the brand image, interruption of use or availability of the data, loss of data and/or files, or any claim made by a third party whatsoever against the Customer.

In any event, the amount of compensation payable by PRODWARE, if its liability was recognised by a final decision of a court, including all reasons, may not exceed:

- The total amount actually received by PRODWARE in respect of the deliveries or Services provided within the framework of the actual current agreement which gave rise to the incident, or
- in the particular case of Orders relating to licence or hosting contracts, the amount of the penalties owed by the publishers and hosts under the said contracts.

It is expressly agreed between the Parties and accepted by the Customer that the provisions of this clause will continue to apply even after the termination of the provisions hereof recognised by a final court decision.

These provisions determine a distribution of risks between PRODWARE and the Customer. The price reflects this distribution and the limitation of liability described hereabove.

6/ NON-SOLICITATION

Each Party waives the right to engage or employ, directly or through an intermediary, any employee of the other Party, whatever his specialisation and even if the initial request is made by said employee. This waiver is valid for the duration of the present

document and for a period of two (2) years from the end of the Services. In the event that a Party does not respect this obligation, it must indemnify the other Party immediately by paying it a lump sum equal to the gross salary that this employee has received during the twelve (12) months preceding his departure.

7/ LAW AND AWARDING OF JURISDICTION

These provisions are subject to French law.

In case of dispute, and after attempts of resolution via an amicable procedure, jurisdiction is assigned to the Commercial Court of Paris, notwithstanding multiple defendants or a warranty claim, including for procedures on request or emergency procedures. In the case of the Customer's opposition to a request for an injunction to pay, express jurisdiction is also attributed to the Commercial Court of Paris.

CHAPTER II: PROVISIONS RELATING TO LICENSING OF SOFTWARE PACKAGES

8/ GENERAL PROVISIONS RELATING TO LICENCES

In the absence of a licence agreement signed by the Customer, any licence granted by PRODWARE shall be issued in accordance with the terms and conditions of the publisher of the software package concerned. The publisher may be able to provide the text of the license in English only.

The Customer expressly acknowledges that it is aware of these conditions and limits of use imposed by the publisher, the licensing and pricing rules, the conditions of support and version upgrades, the data backup and restoration procedures, as well as the technical prerequisites applicable to the software packages for which it obtains rights of use via PRODWARE. It is the Customer's responsibility to comply with these conditions.

The rights of use are granted to the Customer for the entire duration of the copyright for perpetual mode licenses, or for the period indicated on the Order for rental or Cloud mode licenses. By Cloud mode license, the Parties mean an application in rental mode of the SaaS (Software as a Service) type, i.e. made available remotely by its publisher through a network and, in general, updated automatically.

In accordance with the terms and conditions stipulated on the Order and in compliance with those of the publisher, the Customer may add or remove licenses and undertakes to pay the related royalties to PRODWARE.

In order for the Customer to have access to corrections and upgrades for perpetual or rental mode licenses, the Customer acknowledges that it must subscribe to a generally separate service for access to upgrades (corrections, new versions), in accordance with the policy of the publisher concerned.

The Customer acknowledges that any service necessary for the implementation of the software packages, the application of patches and upgrades are provided either by the Customer itself if it has the

means and skills to do so, or by PRODWARE through the provision of integration services and/or a separate support contract. Likewise, the Customer understands and accepts that any modification of the software package and/or its environment must systematically be accompanied by tests carried out by the Customer or ordered from PRODWARE in order to avoid any technical or functional regression that would impact the Customer's business.

If the publisher chooses to remove or upgrade a cloud or rental license from its catalogue:

- Either an identical replacement license is available from the publisher and the new license automatically replaces the old license subscribed to, without it being necessary to regularize a new Order,
- Either a substitution license similar in terms of scope is available: in this case 2 alternatives are possible (i) the parties agree to sign a new Order for this substitution license, or (ii) the Customer terminates the license, without subscribing to the substitution license, with a minimum notice of 2 months,
- Either neither the publisher nor PRODWARE offers a substitute license: the Customer may then terminate the license with a minimum of 2 months' notice, or in the absence of termination by the Customer, the license will terminate on the end date of availability announced by its publisher.

In order to attest to its partnership with PRODWARE on the licenses subscribed to, the Customer will systematically specify the latter as its exclusive partner at the request of PRODWARE or the publishers concerned, by all means at its disposal. If this compulsory listing is not carried out, PRODWARE may immediately terminate the current agreements for failure by the Customer to meet its contractual obligations.

The provisions applicable to the licenses of which PRODWARE is the publisher and to their evolutions (patches, new versions) are systematically the subject of separate contracts.

It should be noted that the publisher retains, in its capacity as author, the intellectual property rights attached to the software package as well as all related prerogatives. The right of use granted to the Customer hereunder is personal, non-exclusive, non-transferable, for its internal needs only, and granted for the duration agreed in the Order, and only for the computer equipment and site(s) of the Customer designated in the Proposal. Use limited to the Customer's internal needs shall be understood to mean use by the Customer's qualified users. The Customer shall not acquire any intellectual property rights, nor any other rights other than those conferred by the publisher.

The Customer shall use the software package in accordance with its documentation and shall regularly train its staff, particularly on new versions.

The Customer must imperatively comply with the terms and conditions for version upgrades provided

by the publishers in order to continue to benefit from the support services of the latter.

PRODWARE may not be held liable for any errors, malfunctions or bugs in the software packages offered for which it is not the publisher, as well as in their patches, changes and new versions. These software packages are covered by the publisher's warranty. In its capacity as a simple intermediary, PRODWARE may not be held liable or take over the guarantee of the software packages marketed, their patches, developments and new versions, whatever the circumstances, as these supplies are the responsibility of the publishers themselves.

Similarly, PRODWARE shall not be liable for the consequences, whatever they may be, of the installation of patches, changes and new versions supplied by the publishers and installed on the Customer's system.

9/ SPECIAL CONDITIONS APPLICABLE TO MICROSOFT, AUTODESK AND SAGE LICENCES

- The Customer who acquires MICROSOFT licenses via PRODWARE confirms having read the conditions of use of Microsoft online services, and accepts all the provisions (including limitations of liability, warranty, etc.) made available at <https://docs.microsoft.com/fr-fr/partner-center/agreements>.
- The customer who acquires Products from AUTODESK via PRODWARE confirms having knowledge, that the Products are the subject of an "End User Contract" available at <https://www.autodesk.com/company/terms-of-use/fr/general-terms>, and, that registration with AUTODESK is necessary to be able to benefit from updates, upgrades (if applicable), subscription and web services.
- For SAGE licenses acquired via PRODWARE, the validation of the estimate, the conclusion of the contract or its renewal, as well as the installation and/or use of the service, imply the unreserved acceptance of the SAGE general conditions by the Customer. These general conditions are available on the Sage website at <https://www.sage.com/fr-fr/informations-legales/conditions-generales/>.

CHAPTER III: PROVISIONS RELATING TO HOSTING SERVICES

10/ GENERAL CONDITIONS FOR HOSTING RESOURCES

Through the Order, the Customer subscribes to PRODWARE's hosting resources which are provided by PRODWARE or by third party hosting providers. By hosting resources, the Parties mean the allocation in rental mode of IaaS (Infrastructure as a Service) or PaaS (Platform as a Service) type services, i.e. infrastructure services that provide processing, storage and connectivity capacities made available remotely via a network, and which are made

available and supported by their respective hosting providers.

The Customer expressly recognises that it is aware of the conditions and specifications of the services ordered, as provided by the hosting providers concerned, and undertakes to comply with the conditions and limits of use, the licensing and pricing rules, the conditions of support and version upgrades, the data backup and restoration procedures and the technical prerequisites applicable to the hosting resources for which it will obtain rights of use via PRODWARE.

The rights to use the hosting resources are granted to the Customer for the period indicated on the Order. In accordance with the terms and conditions stipulated in the Order and in compliance with those of the Hosting Provider, the Customer may modulate the allocation of the hosting resources either via PRODWARE, or by itself through a portal, or automatically in accordance with a mechanism previously agreed to by the Customer. The Customer acknowledges that it remains responsible for the consumption of its hosting resources and that any resource consumed is due to PRODWARE in accordance with the invoicing and payment conditions stipulated in the Order.

In order to attest to its partnership with PRODWARE on the hosting resources subscribed to, the Customer shall systematically specify the latter as its exclusive partner at the request of PRODWARE or of the hosting providers concerned, by any means made available to it. If this compulsory listing is not carried out, PRODWARE may immediately terminate the current agreements for failure by the Customer to meet its contractual obligations.

If the hosting provider chooses to remove a hosting resource from its catalogue, the Customer acknowledges that he must find a substitute service by himself or through PRODWARE's services. In the latter case, either PRODWARE provides an identical substitute resource or the Parties approve an equivalent substitute resource which will then be invoiced by PRODWARE and paid for by the Customer without affecting the other terms and conditions of the Order. If no agreement is reached as to the continuation by PRODWARE of a hosting service, PRODWARE will discontinue the delivery of the resources on the date of their removal by the hosting provider, all invoices being due by the Customer up to that date.

The Customer understands that the hosting providers provide a right to use hosting resources as well as a maintenance service to ensure that these hosting resources comply with their specifications, including contractual service levels. The services necessary for the implementation and support of the hosting resources are performed either by the Customer itself if it has the means and skills to do so, or by PRODWARE through the provision of integration services and/or a separate support contract, in particular for the implementation of the infrastructure, the configuration and supervision of the hosting resources, the installation of patches, assistance with the implementation of new functionalities or new

versions or for any other service that requires the assistance of PRODWARE. The Customer understands and accepts that any change in the configuration of the hosting resources and/or their environment must systematically be accompanied by tests carried out by itself or ordered from PRODWARE in order to avoid any technical or functional regression that would affect the Customer's business.

11/ SPECIAL CONDITIONS FOR HOSTING SERVICES

a. Microsoft Customer Agreement

The Customer who orders Microsoft hosting resources via PRODWARE confirms that he has read the terms and conditions of use of Microsoft online services, and accepts all the provisions (including limitations of liability, warranty, etc.) made available at <https://docs.microsoft.com/fr-fr/partner-center/agreements>.

b. PRODWARE Hosting Services Special Terms and Conditions

Through its own infrastructure, PRODWARE provides hosting resources to its customers. Unless otherwise specified in the Order, the following special conditions shall apply:

- Location of hosting centers: Europe (France and/or the Netherlands)
- Availability of hosting resources: 24x7 except for exceptional update operations (security patches), or planned maintenance (Thursday 10pm to Friday 5am).
- Contractual service levels & applicable penalties:

For incidents that completely interrupt the service of a hosting resource on the planned availability ranges, the following penalties may apply after the Parties have jointly validated the information:

Monthly availability rate	Penalty applicable to the defaulting resource(s)
99% (8hrs) < rate < 99,9% (45mns)	10%
95% (37hrs) < rate < 99% (8hrs)	25%
rate < 95% (37hrs)	100%

CHAPTER IV: PROVISIONS RELATING TO THE REALIZATION OF BENEFITS

12/ DURATION

The contract takes effect on the acceptance of the order by PRODWARE and ends after the completion of the ordered Services and the payment of said Services by the Customer.

13/ COLLABORATION

After defining its needs according to its structure, organisation and the knowledge of its staff, the Customer wishes PRODWARE to provide the Services described in the issued order. These Services, thus defined, can be equally installation, training and consulting services.

The Customer undertakes to make available to PRODWARE all information and all documents necessary for the implementation of the Services in good conditions.

Generally, the Customer undertakes to ensure that the staff of PRODWARE enjoy free access to the premises where the Services must be provided and to its computing facilities.

The schedule optionally attached to the Purchase Order corresponds to a realistic forecast based on the information supplied to PRODWARE by the Customer. It may change according to the technical constraints and elements independent of the will of the Parties; it is purely indicative unless expressly stated otherwise. The refinement of the Customer's needs may lead to changes in the estimated costs related to the provision of the Services. Simply exceeding the expected completion dates in the schedule does not lead to a presumption of fault on the part of PRODWARE in performing its obligations; the Parties agree that the good adherence to the estimated schedule depends on the availability of staff, software, premises and data that each of them is obliged to provide according to the present document.

Except for written provisions to the contrary, the Customer is the prime contractor of the Services provided in the context of this document.

14/ RIGHTS GRANTED

PRODWARE grants the Customer:

- A non-exclusive, non-transferable right to use the Deliverables created in the context of this document, subject to payment of the agreed price to PRODWARE;
- A right to copy the Deliverables for the purposes of backup or archiving;
- A right to modify the Deliverables and to combine them with other software, within the limits of the rights granted by the publisher.

The Licence to use the Deliverables granted in the context of this document will be effective on payment of the Services to PRODWARE and will remain in force as long as the Customer continues their use. The Deliverables created are and will remain the property of PRODWARE.

15/ BENEFIT GUARANTEE

PRODWARE undertakes, within the framework of an obligation of means, to take all reasonable care in the execution of its deliveries and Services. PRODWARE shall not be liable for any delay in the performance of the deliveries and Services.

PRODWARE guarantees that it will perform its Services by qualified personnel, in accordance with the law, and that it is not subject to the provisions of the French Labour Code prohibiting illegal or irregular work.

CHAPTER V: PROVISIONS RELATING TO TRAINING SERVICES

16/ SPECIFIC PRICING CONDITIONS FOR TRAINING SERVICES

In the event that the Customer wishes to finance the training services ordered via a Skills Operator (OPCO), it shall be the Customer's responsibility to make the request to the establishment of its choice. Payment for the training shall then be made in accordance with the following terms and conditions:

- The institution agrees to finance the training, and will make the payment directly to PRODWARE, without going through the Customer, OR ;
- The school agrees to fund the training and will make payment to the Customer. In this event, the Customer shall be obliged to make payment to PRODWARE for the training in accordance with the terms and conditions specified in these Terms and Conditions, OR ;
- The institution refuses to finance the training. The Customer shall be obliged to pay PRODWARE for the training in the manner specified in these Terms and Conditions. In the context of the provision of training services, the Customer undertakes to ensure that the participants meet the prerequisites set out in the PRODWARE training programme and catalogue.

17/ RIGHTS GRANTED ON TRAINING MATERIALS

PRODWARE remains the owner of the training materials, which it may make available to the Customer. Consequently, PRODWARE may freely use and dispose of the training materials, in particular in order to transfer them to any third party. The Customer expressly, definitively and irrevocably undertakes not to claim any right of ownership over the training materials made available to him and refrains from using them in any way whatsoever outside the training sessions provided by PRODWARE. PRODWARE remains the exclusive owner of all rights of representation and reproduction on all media, including but not limited to paper, electronic, digital and other media, and by all means of distribution, as well as all rights of adaptation, the exercise of which is required by the technical constraints of such reproductions and representations relating to the said training materials.

CHAPTER VI: PROVISIONS RELATED TO MATERIAL SALES

18/ DELIVERY

Delivery times are provided as an indication and may vary in the event of an external event occurs (in particular in the event of a storm, blockage of the transport routes, etc.), or temporary stock-out at

suppliers. Any late delivery with respect to the indicative time period cannot, in any case, neither give rise to an order's withdrawal from the Customer nor to a discount on the agreed price or to the payment of damages.

The equipment is sold with its incidentals and original instructions supplied by the manufacturer. PRODWARE cannot be held liable for the content and language of these products.

Any complaint for non-conformity or missing material on delivery must be transmitted to PRODWARE, with copy of the reservations made to the carrier, within 72 hours of the confirmation signature of delivery, in accordance with Articles L133-3 et seq. of the French Commercial Code. The reservations made at the time of delivery must be precise and complete as to the nature of the damage on the packaging and the condition of the goods (damage reservations and number of missing parts / damage to the goods). It is imperative to check all products at the reception. It shall be the Customer's responsibility to provide any justification as to the reality of the anomalies observed when receiving the equipment. The refusal of products on delivery by a Customer may be considered as abusive if this Customer cannot justify the reality of the anomalies invoked on its delivery order. In the event of abusive refusal of the products delivered, PRODWARE may claim from the Customer a lump sum indemnity of 250 € ex VAT. Late complaints cannot be taken into account and the Customer's liability is then solely and fully committed. The transfer of risks takes place ex warehouse (ex works: EXW).

19/ TRANSFER OF OWNERSHIP

PRODWARE retains ownership of the materials sold until receipt by PRODWARE, effective and complete of their price, the Customer has to keep the goods in perfect condition until their payment. Until full payment of the price, the Customer cannot pawn the materials, exchange them or transfer them to property as collateral. This reservation of ownership clause does not preclude the transfer of risks to the Customer, as soon as the equipment is delivered, in accordance with the above provisions. The Customer undertakes to provide all its care for the custody and preservation of the products and to subscribe to any useful insurance. Products delivered not yet fully paid must be individualized and not mixed with other products.

The opening of a collective procedure for the benefit of the Customer cannot defeat the claim of the goods by PRODWARE. In case of partial payment, this will be charged first to the late payment penalties, interest and the oldest claims.

20/ EQUIPMENT RETURNS

No return or take-back of materials can be done without the prior agreement of the customer service of PRODWARE. PRODWARE reserves the right to refuse any return that does not comply with the conditions agreed with customer service.

As part of the legal warranty, the equipment must be returned in its original packaging, intact, accompanied by any incidentals, operating instructions and documentations, as well as the original invoice. Any missing or damaged

identification label will void the legal warranty. Returns of materials accepted by PRODWARE will result in the establishment of a credit or the replacement of materials identically.

The costs and risks of the return will be borne by the Customer, except in the event of return exclusively attributable to PRODWARE. Any return accepted and justified by reasons attributable to the Customer will give rise to the invoicing to the Customer of administrative expenses of management, of a lump sum of 100 €.

21/ WARRANTIES

In addition to the legal warranty of latent defects resulting from articles 1641 et seq. of the French Civil Code, the hardware and software systems sold are covered by a warranty from the software publisher of the relevant manufacturer, exclusive of any other warranty. PRODWARE does not guarantee that the materials ordered by the Customer will satisfy the specific needs of the Customer.