

1. SCOPE

The purpose of these General Terms and Conditions is to define the conditions under which Visiativ provides an online SaaS Service in relation to Software Products, including VISIATIV Software Products of which VISIATIV is the publisher as part of a subscription, and/or, depending on the purpose of the Contract, distributes and markets one or several Third-Party Software Products available online as part of a subscription, as well as, where applicable, any Additional Services ordered by the Customer. The General Terms and Conditions applicable are those in force on the date of acceptance of the Specific Conditions or of the Order in the case of an online Order.

For any Third-Party Software Products ordered, for which VISIATIV is a distributor and/or integrator, the provisions of these General Terms and Conditions that apply concern more specifically the provisions relating to the financial terms and conditions and to the services provided by VISIATIV within the framework of the Contract; the terms and conditions applicable to Third-Party Software Products are those of the contract with the third-party publisher concerned.

2. CONTRACTUAL DOCUMENTS

The Contract comprises, in descending order of priority, the following documents:

- The Specific Conditions of VISIATIV,
- The VISIATIV technical and commercial proposal, if applicable, hereinafter referred to as the "Offer";
- All product documentation (product specifications, description of functionalities, prerequisites, Product Life Cycle & Support Levels, etc.);
- The terms and conditions of any Third-Party Software Products;
- The VISIATIV Services Agreement relating to the VISIATIV Software Products covered by the Contract, where applicable, and the Services Agreement relating to the Third-Party Software Products covered by the Contract, where applicable;
- VISIATIV Data Privacy Policy and Data Protection Agreement (General Data Protection Regulation);
- General Terms of Use (GTU), if applicable;
- These General Conditions including the Country Specific Terms;
- VISIATIV's Project Quality Plan (PQP).

In the event of contradiction between different documents, the higher-ranking will prevail.

Any Order issued by the Customer is deemed to have been made with full knowledge of the General Terms and Conditions, and implies express and unreserved acceptance thereof. The Customer hereby waives the right to invoke any contradictory document, in particular its own general terms and conditions of purchase.

3. ORDER

Any Order for access to the SaaS Service and/or Additional Services is subject to the unreserved acceptance by the parties of the Specific Conditions. Any specific condition not included in the Specific Conditions is excluded from the scope of the Contract.

For the purposes of clarification, in the case of quotations or commercial proposals, any offer or commercial proposal made by VISIATIV shall only be valid for a period of thirty (30) days, unless otherwise stipulated, from its date of issue, and VISIATIV reserves the right to refuse any Order placed after this period.

In the case of Third-Party Software Products and others third-party services, acceptance of the Order and/or conclusion of the Contract is subject to the publisher's contractual terms and conditions and to final acceptance by the third-party publisher.

Any Order placed online shall not become final and the Contract shall not come into force until it has been accepted by VISIATIV through the issue of an Order confirmation sent to the Customer by any written or electronic means. VISIATIV reserves the right to refuse any Order issued by the Customer, in particular in

the event of incomplete, inaccurate or fraudulent information declared by the Customer, and/or to make the provision of the SaaS Service and/or Additional Services subject to the payment of a deposit.

Once the Contract has been formed, no cancellation or modification is possible without the prior written agreement of VISIATIV, and the price is payable in full. VISIATIV cannot be held responsible for any errors or inaccuracies in the information provided by the Customer.

4. VISIATIV SAAS SERVICE DESCRIPTION Publisher

In the case of an Order for a SaaS Service relating to a VISIATIV Software Product, VISIATIV provides the Customer with access to the SaaS Service, in return for payment of the subscription price which includes:

- the granting of the right to use (License) the VISIATIV Software Product, under the conditions set out in clause 8, for the duration indicated in the Specific Conditions in accordance with clause "DURATION";
- The operation and maintenance in operational conditions of the SaaS Service, including the hosting of the VISIATIV Software Product and associated services under the conditions set out in clause 9;
- The support and provision of VISIATIV Software Product Updates under the conditions set forth in clause 11.

The terms and conditions of access and provision of the SaaS Service are specified in the VISIATIV Services Contract and Agreement.

Any other services shall be subject to Additional Services under the conditions defined in clause 6. As a publisher, VISIATIV may propose to the Customer changes to the SaaS Service relating to VISIATIV Software Products in order to improve the quality and/or functional coverage thereof. VISIATIV shall remain, in all circumstances, free to determine its publishing and industrialisation policy, in particular in order to take account of technological developments. Consequently, VISIATIV shall be free to design, organise, size, modify and develop the SaaS Service, if necessary with the partners and suppliers of its choice, without the Customer's prior written consent.

5. THIRD-PARTY SOFTWARE PRODUCTS

For any Third-Party Software Product, and associated third party services, that VISIATIV distributes and/or integrates, the terms and conditions are exclusively those of the publisher of the Third-Party Software Products concerned.

VISIATIV, in the context of any Third-Party Software Product, grants a right of use under the contractual conditions of the publisher and in accordance with the Specific Conditions, and, where applicable, provides level 1 support in accordance with the associated Service Agreement.

In this respect, the use of Third-Party Software Products and associated third-party services, in particular in the case of distribution and/or integration by VISIATIV, remains in any event subject to the terms and conditions of use defined by the publisher or third-party supplier, and to the publisher's product policy. The terms and conditions of third-party publishers and suppliers govern in particular the terms and conditions of access to and supply of Third-Party Software Products, the terms and conditions and levels of service, the terms and conditions of Customer Data protection, the legal provisions relating to intellectual property, warranty, termination, reversibility, liability, applicable law and jurisdiction.

The third-party publisher remains solely free and responsible for its Product policy and the life cycle of the Third-Party Software Product, in particular support and associates, and VISIATIV cannot commit itself beyond the aforementioned conditions.

Consequently, for all Third-Party Software Products ordered, for which VISIATIV is a distributor and/or integrator, the provisions of the present General Terms and Conditions applicable more specifically concern the provisions on Additional Services and financial conditions. The conditions applicable to Third-Party Software Products are those of the contract with the third-party publisher concerned.

6. ADDITIONAL SERVICES**6.1. General provisions**

All requests for services in addition to the SaaS Service, i.e. "Additional Services", in particular training, integration services, parameterization, data migration, user access management, change management support, project management, interface development (API, connector, etc.), specific developments, and VISIATIV team on-site interventions, are subject to additional pricing, over and above the price of the indicated Service subscription, and must be specified in the Particular Conditions, or other), the implementation of specific developments, and on-site VISIATIV team interventions, are subject to additional pricing, in addition to the price of the indicated Service subscription, and must be specified in the Specific Conditions validated between the Parties, based on the conditions of the VISIATIV Offer.

In the case of Additional Services sold as part of a "VISIATIV Service Pack", the conditions under which they are provided are defined in the "VISIATIV Service Pack" document and are subject to these General Terms and Conditions.

Unless otherwise stipulated in the Specific Conditions, VISIATIV undertakes to use its best effort to deliver the services, and to perform the services only in a good and workmanlike manner.

Any delivery schedule mentioned, where applicable, is given for information purposes and is indicative and provisional only and not considered to be legally enforceable. Any delay in relation to the provisional completion date of the Additional Services shall not give rise to any compensation whatsoever or to the cancellation of the VISIATIV Order.

The activity report ("**Activity Report**") summarises and formalises the number of days worked. It is given to the customer on a monthly basis.

Unless the Customer provides notice to the contrary within seven (7) days of VISIATIV's submission of the Activity Report to the Customer, it will be deemed unreserved acceptance of the Additional Services by the Customer, and triggers invoicing.

6.2. Training

VISIATIV implements the training service referred to in the Order in order to assist the Customer and Users in the use of the Software Product ordered. Training is provided by competent and qualified personnel on VISIATIV's or the Customer's premises or remotely or by means of remote communication (videoconferencing, on-line demonstrations, etc.) under the conditions set out in the Contract and in accordance with the terms and conditions set out in the training agreements signed between VISIATIV and the Customer.

No reimbursement will be made in the event of cancellation, postponement or non-attendance by the Customer, unless VISIATIV expressly agrees to a waiver and/or commercial gesture. In the event of late postponement less than five (5) working days before the scheduled Training session, the Customer shall be due to VISIATIV, in addition to the total cost of the Training session, any application fees and costs due to cover administrative costs and non-refundable expenses incurred. In the event of late cancellation less than five (5) working days before the scheduled Training session, or no-show, and insofar as this affects VISIATIV's internal organisation, the Customer shall be liable to VISIATIV, in addition to the total cost of the Training session, for the reimbursement of non-refundable expenses (transport, catering, accommodation, etc.) incurred by VISIATIV. For all training provided by VISIATIV, a certificate of attendance is given to the Customer for signature. In the absence of a complaint or signature within five (5) days of presentation of the attendance sheet, the Training shall be deemed to have been effectively delivered on the agreed date. In addition, VISIATIV, in its capacity as training organisation, will issue a certificate to the Customer at the end of the session, specifying in particular the nature, knowledge and duration of the session.

6.3. Changes / postponements / cancellations

No reimbursement will be made in the event of cancellation, postponement or no-show by the Customer, unless the VISIATIV expressly agrees otherwise. In the event of postponement or cancellation by the Customer less than five (5) working days before the scheduled workshop, meeting or Event, or in the event

of a no-show, the Customer shall also be liable to VISIATIV, in addition to the total cost of the workshop, meeting or Event, for the costs (transport, catering, accommodation, etc.) incurred and owed by VISIATIV.

6.4 Services provided - project mode

If, as the case may be, and by express waiver in the Particular Conditions binding the Parties, specific services, parameterizations and/or specific software developments were carried out within the framework of a commitment to results, such a commitment could only be understood with regard to compliance with the detailed specifications validated by the Parties (referred to as the "Specifications"). Such services will be carried out in accordance with the methodology and provisions of the VISIATIV Project Quality Plan (PQP). It is further understood that all services outside the scope, outside or not in compliance with the Specifications will be invoiced on a time spent basis, as Additional Services. In this context, the services and deliverables resulting from these services will be accepted on the basis of their compliance with the detailed Specifications validated by the Parties and in accordance with the PQP. By default, and unless otherwise agreed by the Parties, the acceptance procedure will last a maximum of 1 calendar month, after which acceptance will be deemed to have been accepted. Any "go live" / production mode by the Customer is deemed to constitute acceptance.

7. TERM

The Contract shall come into force on the date of signature of the Specific Conditions or on the date of acceptance by VISIATIV of the Order (whichever is earlier), unless otherwise specified in the Contract, and shall remain in force for the duration of the subscription to the SaaS Service and/or the services ordered.

Unless otherwise stipulated in the Specific Conditions, the SaaS Service, the subscription, commences on the Effective Date for an initial duration specified in the Specific Conditions (hereinafter referred to as the "**Initial Period**"). Unless otherwise specified, the Initial Period is thirty-six (36) months from the date of the Order.

The activation of an additional optional service during the term of the Contract will not modify the duration of the Contract as specified above.

Unless otherwise specified in the Specific Conditions, the Contract will then be renewed automatically for successive periods identical to the Initial Period from the renewal date.

Either of the Parties may decide not to renew the Contract and to prevent the automatic renewal of the Contract by sending a letter through recorded delivery, subject to three (3) months' notice, notifying its intention to terminate. The Customer undertakes to send said letter to the address of the head office of the contracting VISIATIV company that is indicated on the Order, part of the Contract, and also to the following address: "VISIATIV - Département Résiliation, 26 rue Benoit Bennier, 69260, Charbonnières-les-Bains, France".

As the Subscription Contract is a multi-year fixed-term contract, despite automatic renewal, if the Customer terminates for convenience, such termination will only take effect upon expiry of the total multi-year period of all fixed-term licenses, and the Customer will remain responsible for payment of all fees until expiry of such total multi-year period and will not benefit from any right of refund or credit.

8. ACCESS AND AVAILABILITY OF THE SAAS SERVICE - RIGHT OF USE**8.1. Right to access and use the SaaS Service - VISIATIV**

In return for payment by the Customer of the price of the subscription to the SaaS Service, VISIATIV grants the Customer, and Users, a right of access to the SaaS Service, a personal, non-exclusive, non-transferable right of use of the VISIATIV Software Product for the duration, scope, limits and conditions defined in the Contract, and more specifically in the Specific Conditions. Unless otherwise specified, the right to access the SaaS Service and the right to use the VISIATIV Software Product are granted solely for the Customer's internal needs, to the exclusion of any other purpose.

The Right of Use is limited to the Customer's Affiliated Entities referred to in the Specific Conditions. Subject to clarification in the Specific Conditions, the

Customer's Affiliated Entities may benefit from the SaaS Service provided by VISIATIV under this Agreement under the same conditions as the Customer. The Customer undertakes to inform its Affiliated Entities wishing to use the SaaS Service of the content of the Contract applicable to them. The Customer shall ensure that its Affiliated Entities comply with all of their obligations under the Contract, and in particular that they use the SaaS Service in accordance with the provisions of the Contract, and that their use does not exceed the limits or thresholds set out in the Contract. The Customer guarantees that its Affiliated Entities will comply with the provisions of the Contract, and will therefore be liable in the event of default by any Affiliated Entity. Any entity which does not correspond to the definition of Affiliated Entity shall immediately lose the right of access to the SaaS Service under the present Contract.

Additional Services remain the exclusive property of the Customer, unless otherwise stipulated in the Specific Conditions.

The Customer is responsible for Users' compliance with the limits and conditions of use set out in the Contract, and in particular the General Conditions of Use. In this respect, the Customer acknowledges and accepts that access to and use of the VISIATIV Software Product may, where applicable, be subject to the User's acceptance of the VISIATIV Software Product's General Conditions of Use (GCU).

8.2. Provision of the VISIATIV SaaS service

In consideration of payment of the subscription price stipulated in the Specific Conditions, VISIATIV grants the Customer a right of access to the SaaS Service under the conditions and for the duration (clause "DURATION") specified in the Contract, including in particular the Service Agreement.

The Customer also verifies that its infrastructure and the Customer Environment offer physical and IT security guarantees and performance in compliance with the Prerequisites, enabling the SaaS Service to be operated under the conditions of the Contract. Access to the SaaS Service by Users in accordance with the Product Documentation and insofar as the Prerequisites are met.

The conditions of access and availability are specified in the VISIATIV Services Agreement, depending on the VISIATIV Software Products included in the SaaS Service and which are the subject of the Order. In certain cases, access to the SaaS Service or to certain functionalities may require the installation of executable software on the User's terminal or workstation.

Depending on the VISIATIV Software Products, the right of access to the SaaS Service may be limited and conditioned by various Metrics and in particular:

- the number of named or simultaneous Users and/or;
- the number of logical or physical systems (tablet, mobile, etc.);
- number and volume of transactions and/or;
- all other units of work (expressed as quantities, thresholds, ceilings, etc.).

For certain VISIATIV Software Products, the Customer may, where applicable, increase the number of Users and/or systems and/or work units and/or change the said Metrics from which it benefits in accordance with the provisions set out in the VISIATIV Services Agreement. In this case, the Customer agrees that the invoices for the SaaS Service issued by VISIATIV shall take into account such increases as defined by the Customer. VISIATIV will invoice any excess of the Usage Metrics specified in the Perimeter on the basis of the rates in force, together with an adjustment invoice covering all the periods since the excess occurred.

Any modification to the Scope of the right to use the VISIATIV Software Product is subject to an Order by the Customer and gives rise to invoicing and payment of an additional fee calculated at the rate in force for the said Service on the day the Order is issued.

The Customer undertakes to ensure the confidentiality and security of the identification and authentication elements enabling access to and/or use of the SaaS Service, and to guarantee, where applicable, compliance by Users with the specific access procedures provided for in the Contract.

8.3. Right to access and use Third-Party Software Products

With regard to Third-Party Software Products, the terms and conditions of provision, access and use of said Third-Party Software Products are exclusively those defined by the third-party publisher, in particular in the end-user license. VISIATIV cannot commit itself beyond the said conditions.

9. TECHNICAL AND SAFETY PROVISIONS

9.1. Hosting and related services - VISIATIV SaaS service

VISIATIV provides hosting and associated services (in particular maintenance in operational conditions) for VISIATIV Software Products as part of the VISIATIV SaaS Service, in accordance with the Contract, and in particular under the conditions of the Product Documentation and the VISIATIV Services Agreement.

VISIATIV shall be free to modify all or part of its technical infrastructure at its own discretion, provided that such modification does not have the effect of reducing the performance of the SaaS Service, within the framework of and in compliance with applicable regulations. In particular, VISIATIV is entitled to make any changes to the infrastructure or hosting services in order to maintain the most appropriate level of certification and security. In this respect, VISIATIV may, without constraint, design, organise and size the SaaS Service, modify it and develop it, if necessary with the partners and suppliers of its choice, without the Customer's prior agreement, provided that VISIATIV's commitments under the Contract are not affected.

9.2. Security

VISIATIV provides the VISIATIV SaaS Service in accordance with the SaaS Service security conditions defined in the VISIATIV Services Agreement.

VISIATIV implements state-of-the-art technical means to ensure the security of the SaaS Service insofar as they are under its responsibility and control. The security measures specified in the VISIATIV Security Assurance Plan (SAP) constitute the minimum security base implemented by VISIATIV as part of the SaaS Service.

Password management, networks and workstations remain the Customer's responsibility, and must comply with applicable regulation and security authorities recommendations (such as ANSSI in France, BSI in Germany, NCSC in the UK, etc.) and recommended security rules.

The Customer undertakes to implement all security measures and, in particular, to take all useful procedures and measures to protect its User Workstations, hardware and software, and, in particular, to have an antivirus installed on its User Workstations and to keep them up to date.

The Customer undertakes to notify VISIATIV of any compromise or breach of physical or logical security that may affect the SaaS Service or VISIATIV systems as soon as it becomes aware of such.

9.3. Evolution of the VISIATIV Services Agreement

VISIATIV may modify the VISIATIV Services Agreement by giving one (1) month's notice to the Customer by letter and/or information on the VISIATIV Service Support Portal and/or any other appropriate means. At the end of the one (1) month's notice period, following notification of the modification by VISIATIV, and in the absence of termination by the Customer in accordance with the provisions of clause "TERMINATION", the VISIATIV Services Agreement shall be modified and this new version shall be deemed accepted by the Customer. The latest version of the VISIATIV Services Agreement may be accessed in particular via the VISIATIV website or via any other means communicated by VISIATIV.

VISIATIV may nevertheless modify the VISIATIV Services Agreement at any time, in particular in the event of a security emergency and/or in order to comply with any new laws and/or regulations. In such event, VISIATIV shall endeavour to notify the Customer of such modifications within a reasonable period of time.

9.4. Technical and safety provisions for Third-Party Software Products

With regard to Third-Party Software Products, the terms and conditions of hosting and security of said Third-Party Software Products are exclusively those defined by the third-party publisher. VISIATIV may not commit itself

beyond said conditions. The accessibility, security, hosting and backup of any third-party platform, products and online services are governed exclusively by the terms of use of the third-party publisher and its responsibility in the event of non-compliance.

10. SERVICE LEVELS

Where VISIATIV is a publisher, VISIATIV implements and operates the SaaS Service in accordance with the service levels and conditions specified in the Contract and, in particular, in the VISIATIV Services Agreement.

Where VISIATIV is a distributor and integrator of Third-Party Software Products, VISIATIV shall operate any services ordered in accordance with and within the limits of the Third-Party Publisher's contract and the applicable Service Agreement. The terms and conditions of the service levels of said Third-Party Software Products are exclusively those defined by the third-party publisher. VISIATIV will not commit itself beyond said conditions.

11. SUPPORT, RELEASE OF UPDATES AND NEW VERSIONS

As part of the SaaS Service, VISIATIV undertakes to provide the Customer with a support service, under the conditions set out in the Contract and in particular in the VISIATIV Services Agreement.

In this respect, the Customer undertakes, where applicable, to use the means of communication made available to it in accordance with the provisions of the VISIATIV Services Agreement. VISIATIV undertakes to ensure the support and availability of Updates to the VISIATIV SaaS Service and its VISIATIV Software Products, in accordance with the terms of the Contract.

The scope of the VISIATIV Services Agreement does not include the support of:

- Any "on premise" license or software product hosted on the customer's premises or outside the premises of VISIATIV and its partners;
- All third-party software products and solutions,
- Any parameterization or customisation of the Software Product;
- Any specific development, any development beyond the VISIATIV Software Products standard, any API, and connectors.

VISIATIV reserves the right to invoice the Customer for the time spent analysing the cause of the Anomaly, qualifying it and/or resolving it, provided that the Anomaly encountered by the Customer does not originate from the Software Product, the SaaS Service and/or services for which VISIATIV is responsible.

With respect to any Third-Party Software Product, the terms and conditions of each third-party publisher partnering with VISIATIV shall apply to the products they publish. VISIATIV cannot grant more rights or commitments than it holds.

Support: the terms and conditions of VISIATIV support are those described in the Contract and in particular in the Service Agreement and in the Product lifecycle of the Publisher.

Updates: As part of the VISIATIV SaaS Service and in accordance with the conditions of the Product lifecycle and Product Documentation of the Publisher, the Customer will benefit from Updates which will be implemented under the conditions of the VISIATIV Services Agreement. VISIATIV shall have sole discretion as to whether or not to publish Updates, and shall remain free to integrate or not the patches and enhancements proposed in any Update, and the Customer may not object to this. VISIATIV reserves the right to impose any Update on the Customer, in particular for security reasons. Updates to Third-Party Software Products are managed in accordance with the Third-Party Publisher Contract and Publisher Policy.

With regard to VISIATIV Software Products, unless otherwise stipulated in the Contract, in particular the VISIATIV Services Agreement, only the latest Version (n), and the Version (n-1) within a limit of 12 months after the release of the Version (n) are supported and maintained.

Third-Party Software Products: With regard to Third-Party Software Products, the terms and conditions of support, availability of updates and new versions of said Third-Party Software Products are exclusively those defined by the third-party publisher. VISIATIV may not commit itself beyond said third-party publisher's conditions. When VISIATIV is a distributor and/or integrator of

Third-Party Software Products, VISIATIV provides first-level support services in accordance with the publisher's terms and conditions (support, SLA, etc.).

12. EXCLUSIONS

It is expressly agreed that VISIATIV shall neither be responsible nor liable for the following elements and/or unavailability:

- work and interventions on the user workstation;
- work on the customer's infrastructure and environment (including telecommunications, networks and security equipment);
- any Anomaly and/or unavailability of the SaaS Service resulting from a failure of the electrical power or Internet connection service, and/or a security breach affecting the Customer's Environment;
- any intervention on a non-production environment;
- any non-conformity, anomaly, failure concerning a Third-Party Software Product and in particular any unavailability, non-accessibility, security issue relating to a Third-Party Software Product;
- third-party application maintenance;
- any Anomaly and/or unavailability of the SaaS Service resulting from use of the Software Product that does not comply with its Product Documentation, the Contract or any other specific instructions sent by VISIATIV, by the Customer and/or Users;
- any intervention by the Customer or a third party on the Software Product or SaaS Service not authorised by VISIATIV;
- any manipulation by the Customer of its data corruption, incompleteness, error, correction of data by the Customer or by a third party impacting the use and/or access to the SaaS Service;
- any unavailability of the SaaS Service during periods of planned work and/or maintenance on the SaaS Service, including any urgent intervention implemented for SaaS Service security reasons;
- any use of an unmaintained version of the Software Product;
- any Anomaly and/or unavailability of the SaaS Service resulting from the Customer's failure to send VISIATIV the information, files and documents required to resolve the Anomaly and/or resulting from the Customer's failure to expressly validate the Anomaly resolution solutions proposed by VISIATIV.
- VISIATIV shall not be held liable for any of the above exclusions. All of the above elements are excluded from the calculation of any unavailability and service level commitments as defined in the VISIATIV Services Agreement.

13. CUSTOMER OBLIGATIONS

The Customer undertakes to:

- check that its needs are compatible with the VISIATIV SaaS Service and the Additional Services it orders;
- comply with and implement the technical prerequisites for access to the SaaS Service, in accordance with the Product Documentation, the contractual terms and provisions of the third-party publisher, and the Contract;
- collaborate with VISIATIV teams to enable the implementation of the SaaS Service and the performance of Additional Services as defined in this Contract by VISIATIV;
- pay the agreed price in accordance with the associated payment terms;
- use the SaaS Service in accordance with the Contract;
- designate a privileged contact who will act as SaaS administrator for all relations with VISIATIV, particularly with regard to security aspects;
- regularly monitor the information available concerning the use of the SaaS Service, maintenance operations or any information concerning the SaaS Service available and accessible via the VISIATIV website dedicated to the use of the SaaS Service, the address of which is communicated to the Customer;

- follow VISIATIV's recommendations for the installation of the SaaS Service and/or for any update implementation;
- organise and implement the necessary prerequisites to enable access to updates and new versions;
- systematically change the passwords of generic accounts entrusted to it, choose a strong password in line with security authorities recommendations (such as ANSSI in France, BSI in Germany, NCSC in the UK, etc.), and store them securely in a password manager; apply VISIATIV's security recommendations.

The SaaS Service will be used by the Customer under its sole control, direction and responsibility. The Customer guarantees compliance with this Contract and all contractual conditions of use by Users.

The Customer undertakes to use the SaaS Service only in accordance with its professional purpose, its Documentation and for the sole needs of its professional activity.

The Customer is solely responsible for the data and content disseminated and/or downloaded via the SaaS Service provided by VISIATIV and assumes full responsibility for the nature, content, accuracy, integrity, completeness and legality of the Customer Data transmitted to VISIATIV within the framework of the SaaS Service, as well as for any use thereof. In particular, in view of the authorised use of the SaaS Service by the Customer, the latter shall refrain from sending or storing data of a non-professional nature and, more generally, data of an illicit, obscene or defamatory nature, or data which is illegal or in violation of the rights of a third party, the protection of minors or privacy.

The Customer undertakes not to alter or disrupt the integrity or performance of the SaaS Service or the data contained therein.

VISIATIV shall make available to the Customer the Security Assurance Plan enabling the Customer to become aware of the security measures in place to guarantee the security of the services provided by VISIATIV to the Customer. All requests for information or control procedures must be made in writing, and VISIATIV undertakes to respond to the Customer as soon as possible.

14. FINANCIAL CONDITIONS

14.1. Price

The Customer undertakes to pay the price of the SaaS Service (subscription) and the Additional Services in accordance with the provisions of the Contract, to the exclusion of all information, details and characteristics appearing in catalogues, prospectuses, price lists, technical data sheets or other documents published by VISIATIV, which are provided for information purposes only.

Unless otherwise expressly agreed between the Parties or stipulated in the Country Specific Terms, all prices under the Contract are in euros and exclusive of tax.

The price of the SaaS Service (subscription) will vary, where applicable and depending on the options selected, according to the Metrics of use actually used, in accordance with the Contract and more precisely with the Product Documentation and the VISIATIV Services Agreement.

Prices will also be reviewed during the year in the event of changes to the SaaS Service ordered, in accordance with the conditions defined in this Contract.

In any event, the price stipulated in the Contract does not include the costs (including accommodation, catering and travel expenses) arising from any VISIATIV intervention outside its premises or on the Customer's site for the purposes of providing the SaaS Service and/or the Additional Services. These costs will be billed to the Customer on the basis of the amount mentioned in the Specific Conditions or, failing this, on the basis of the actual costs incurred. These costs will be billed monthly.

14.2. Revision

Unless otherwise stipulated in the Contract or in the Country Specific Terms, The price of the VISIATIV SaaS Service subscription conforms to and evolves according to the Price Catalogue.

The price of VISIATIV services is subject to annual revision in accordance with the Price Catalogue, and may be automatically revised at each renewal date, by applying the following formula $P1=P0 \times (S1/S0)$ in which:

- P1 represents the revised price;
- P0 represents the amount of the price as revised at the previous revision, or failing that, the initial price;
- S1 represents the latest SYNTEC index published at the revision date;
- S0 represents the latest SYNTEC index published on the date of entry into force of the Contract or on the date of the previous revision.

Unless otherwise stipulated in the Contract, price changes for Third-Party Software Products are subject to the third-party publisher's contract and policy.

14.3. Invoicing terms and conditions

Unless otherwise stipulated in the Contract (Specific Conditions), the fixed price of the SaaS Service (subscription), and of any Third-Party Software Products, is invoiced in advance in arrears according to the terms of the Contract (Specific Conditions). Unless otherwise stipulated in the Contract, invoicing takes place at the latest on the Order date, then on each renewal date. The Particular Conditions specify the invoicing conditions. By default, and unless otherwise specified in the Particular Conditions, the fixed price of the SaaS Service (subscription) is invoiced annually in arrears.

Notwithstanding the foregoing, and where the use of certain SaaS Service functionalities is invoiced on a per-use basis according to volume or other Metric, the price is invoiced, if applicable, monthly in arrears in accordance with the usage Metrics specified in the Specific Conditions.

For Training Courses, invoicing will be established upon delivery of the Training Course under the conditions of clause 6.2 "Training Courses";

Additional Services will be invoiced monthly in arrears (at the end of the month), based on the number of days provided as stated in the Activity Report sent to the Customer. The Activity Report will be sent to the Customer at the end of each month, and if no comments are received within seven (7) days of it being sent, it will be deemed validated (acceptance of services) by the Customer, which will trigger invoicing. All travel time is included in the calculation of time.

For Additional Services sold as part of a "Service Pack", the billing conditions are defined in the "Service Pack" Offer document and are subject to these General Terms and Conditions.

For specific Services in fixed-price project mode, the invoicing conditions are defined in the Specific Conditions.

14.4. Terms of payment

Unless otherwise stipulated in the Contract and in the Country Specific Terms, VISIATIV's invoices are payable in full by bank transfer or direct debit within 30 (thirty) days of the invoice issue date. The Customer may not, for any reason whatsoever, defer or modify the terms of payment or request a reduction in the price of the SaaS Service and/or Additional Services, and payment of any disputed invoice shall remain due. Similarly, any formalities or special requirements not communicated prior to the conclusion of the Contract shall not justify the absence or delay of payment of the price.

VISIATIV reserves the right to transmit or make available invoices to the Customer in electronic format.

Under no circumstances may payments be suspended or offset in any way without VISIATIV's prior written consent. Any partial payment shall be applied first to the non-preferential part of the debt, then to the sums that are due the earliest. Any subsequent payment of the price shall not extend the renewal date of the Contract.

14.5. Default of payment

Unless otherwise stipulated in the Country Specific Terms, any sum not paid on the due date will in any event give rise to the application of late payment interest at the rate applied by the European Central Bank to its most recent refinancing operation, plus ten (10) percentage points, and will give rise to the payment of a lump sum of forty (40) euros as compensation for collection costs. Late payment penalties are payable on demand from the first day of delay, and

run until full payment of all sums due. The Customer shall also remain liable to VISIATIV for all costs incurred for the contentious recovery of sums due, including legal fees. VISIATIV may charge a fixed indemnity equal to ten (10) % of the sums due.

In the event of non-compliance with its payment obligations by the Customer, and without prejudice to its rights and remedies, VISIATIV reserves the right to:

- Prevent access to the SaaS Service and/or stop providing the Additional Services, within eight (8) days following a formal notice sent by any written or electronic means and which has remained unremedied;
- terminate the Contract, under the conditions described in clause "TERMINATION".

Any default in payment shall automatically result in the immediate payment of all sums due to VISIATIV under the terms of the Contract, without prior formal notice.

The Customer shall refrain from offsetting any sums that may be owed to it by VISIATIV under the Contract, or under any other contract that may exist between the Parties, without VISIATIV's prior written consent.

15. INTELLECTUAL PROPERTY

Subject to the provisions of the Country Specific Terms, the Customer undertakes not to infringe, directly or indirectly, the intellectual property rights of VISIATIV or of any third-party publisher concerned by the right of use granted for the Software Product. Any operation not expressly authorised is prohibited, in particular any reproduction, correction, translation, commercialisation, creation of a derivative work, reverse engineering of the Software Product and/or the SaaS Service with a view to developing a competing product or service and/or copying or reproducing any functionalities, functions or graphic attributes. In particular, it is forbidden to extract or reuse, including for private purposes, any substantial or non-substantial part of the content of the databases and archives included in the Software Product.

All rights not expressly assigned or granted by the Contract shall remain the full and complete property of VISIATIV. In particular, all intellectual property rights relating to the Software Product, as well as all the elements of which it is composed (documentation, source codes, object codes, logos, graphic texts, images, etc.) remain the full and entire property of VISIATIV. Similarly, and unless otherwise stipulated in the Contract, VISIATIV retains exclusive ownership of all deliverables produced or supplied as part of the Additional Services.

In general, the intellectual property rights assigned or granted to the Customer do not extend to the resources or tools used by VISIATIV, whether or not they are subject to specific protection (copyright, patent, trademark, etc.), nor to inventions, methods, know-how, business secrets used, created or developed in the performance of the Contract.

Similarly, the trade names and trademarks of VISIATIV and its Affiliated Entities, as well as all trademarks, illustrations, images and logos reproduced on the Software Product, whether registered or not, are and shall remain the property of their respective owners. Any total or partial reproduction, modification or use of these elements, for any reason and on any medium whatsoever, without the express prior consent of their respective owners, is strictly prohibited and constitutes an act of counterfeiting and/or unfair competition.

VISIATIV declares that the SaaS Service provided pursuant to this Agreement does not infringe the rights of third parties and guarantees the Customer against any infringement action that may be brought against it in connection with the use of the SaaS Service.

The benefit of the aforementioned indemnity is subject to the following cumulative conditions:

- VISIATIV be informed without delay of any claim, complaint or infringement action relating to the SaaS Service and directed against the Customer;
- The Customer shall provide assistance and enable VISIATIV to assume sole responsibility for the defence of its interests in court and the control of any

negotiations with a view to a transaction with the third party in question or its agents.

Should such an infringement action prevent the use of the SaaS Service, VISIATIV may, at its own expense and at its own discretion:

- Obtain the right for the Customer to continue using the SaaS Service, or
- Modify or replace the SaaS Service in such a way as to avoid infringement.

In the event of a final and non-appealable court decision, VISIATIV undertakes to compensate the Customer for the principal amount of the damages awarded, subject to proof of collection by the third party.

The aforementioned warranty of eviction does not apply when:

- the infringing elements or components have not been supplied by VISIATIV,
- the infringing nature of the SaaS Service results from its use and/or combination with the software, hardware or equipment of the Customer and/or third parties.
- the Customer has entered into a transaction with the third party or defended a legal action without VISIATIV's prior consent,
- the Customer continues the allegedly infringing activity despite the signing of a settlement agreement, or the notification of a final and non-appealable court decision, or the Customer has not implemented the modifications, patches or updates recommended by VISIATIV that would make it possible to rule out the claim of infringement.

Third-Party Software Products: With regard to Third-Party Software Products, the terms and conditions relating to the right of use and other intellectual property rights granted on said Third-Party Software Products are exclusively those defined by the third-party publisher. VISIATIV will not commit itself beyond these conditions.

16. CONFIDENTIAL INFORMATION

The Parties agree to treat as confidential, and not to reproduce or disclose, other than for the sole purpose of performing the SaaS Service and/or Additional Services under this Agreement, any information, data and documents of any kind that they may entrust to each other for the implementation of the SaaS Service.

Subject to the stipulations set out in the Country Specific Terms, the Customer authorises VISIATIV to disclose the confidential information necessary for the provision of the SaaS Service and Additional Services to its Affiliated Entities, Subcontractors, service providers or partners.

17. CUSTOMER DATA AND DATA PROTECTION

Subject to the stipulations set out in the Country Specific Terms, each Party undertakes to comply with all of its respective obligations under the applicable regulations on the protection of personal data, and in particular the obligations set out in European Regulation No. 2016/679 of April 27, 2016 on the protection of individuals with regard to the processing of personal data ("RGPD").

The obligations of each of the Parties with regard to any processing carried out by VISIATIV on behalf of the Customer when the latter is acting as data controller are described in the agreement relating to the protection of personal data.

The Customer is and remains the owner of and responsible for its data (referred to as "Customer Data"). The Customer is solely responsible for the quality, lawfulness and relevance of the data it transmits for use of the SaaS Service and Software Products. The Customer further warrants that it holds the intellectual property rights to use the Data.

The Customer has taken cognizance of the processing that VISIATIV carries out as data controller as described in the Personal Data Policy available online and accessible on the VISIATIV website. The Customer expressly accepts that VISIATIV collects, stores, uses and may analyse and/or process Customer Data and information obtained in connection with the performance of the Contract, either directly or through subcontractors, for the following purposes:

- Fulfilment of the purpose of the Contract, and provision of the SaaS Service;

- Enhancement and enrichment of SaaS services and/or software products and offerings;
- Development of new services, offers or functionalities;
- Dissemination of appropriate offer messages.
- Compliance with VISIATIV's contractual and legal obligations.

When Customer Data is aggregated for the purpose of analysis, VISIATIV undertakes to implement appropriate measures to ensure that the results of such analysis do not allow the Customer and/or Users to be identified. VISIATIV remains the owner of all analyses and the results thereof.

18. AUDIT

VISIATIV reserves the right to inspect the Customer's use of the SaaS Services, or to have such use inspected by a third party, in order to verify compliance with the Perimeter and the obligations incumbent upon the Customer under the Contract.

The Customer is moreover informed and expressly accepts that VISIATIV may install on the Software, technical devices enabling the monitoring of the use of the Software and in particular the "counting" of the number of accesses and/or connections by Users, in order in particular to identify and prevent any possible illicit use or use that does not comply with the Perimeter of the Software.

VISIATIV undertakes to notify the Customer of any audit prior to its implementation, by any written or electronic means. VISIATIV undertakes to ensure that any third-party auditor appointed to carry out the audit is bound by an appropriate confidentiality agreement. In particular, the Customer undertakes to cooperate in good faith with VISIATIV and/or the third-party auditor by providing all the information required to conduct the audit, including, in particular, access to technical monitoring devices, and by responding to all requests relating to the audit.

Should the conclusions of the audit reveal non-compliant use, and in particular non-compliance with the Perimeter, a price supplement will be invoiced to the Customer, retroactively if necessary, at the rate in force on the date of invoicing, and the costs of the audit will be charged to the Customer.

19. COMPLIANCE - REGULATIONS

The Parties undertake to comply with all applicable laws and regulations, as well as with all the provisions and undertakings set out in the VISIATIV code of conduct, and in particular the rules and undertakings relating to:

- compliance with labour legislation;
- data protection;
- preventing and combating corruption and influence peddling.

With regard to labour and social legislation, VISIATIV undertakes to apply all legal and regulatory provisions with which it is required to comply and in particular to provide the Customer, at its request, with any certificates that the latter may require. VISIATIV's personnel shall in any event remain employees of VISIATIV, and shall perform their duties under its direction, control and responsibility.

In this respect, the Customer undertakes not to commit, authorise or permit, directly or indirectly in the negotiation, conclusion or performance of this Contract, any act which would lead to a breach of any law or regulation, and in particular any regulation concerning the fight against corruption, influence peddling and fraud.

Under the terms of the Contract, the Customer undertakes to comply strictly with applicable export laws and regulations (export control). In any event, VISIATIV shall not be held liable if export controls and restrictions imposed by law and/or regulation prohibit or restrict the supply of Software Products and/or services to the Customer. VISIATIV, its Affiliated Entities and their licensors shall incur no liability if the authorisations, licenses and approvals required for export to the Customer under the Export Control Regulations are not applied for or obtained.

In the event of a breach by the Customer of the provisions of this clause, VISIATIV reserves the right to terminate the Contract automatically and immediately, in accordance with clause "TERMINATION".

20. SUSPENSION - TERMINATION

20.1. Suspension of the Services

Without prejudice to its rights and remedies, VISIATIV reserves the right to suspend the provision of the SaaS Service and/or Additional Services:

- eight (8) days after a notification sent by VISIATIV by any written or electronic means has remained unanswered by the Customer in the event of total or partial non-fulfilment of its obligations by the Customer, and in particular its payment obligation;
- immediately in the event of non-performance by the Customer or the occurrence of a risk which is likely to compromise the protection and/or security of the SaaS Service and the Software Product, installations, technologies, equipment or data, in any way whatsoever; or
- in the event of non-compliance with the provisions and rules referred to in clause "COMPLIANCE-REGULATION".

Throughout the period of suspension of all or part of the SaaS Service, the price of the SaaS Service remains payable by the Customer. Similarly, during the entire period of suspension of all or part of the Additional Services, the price of the Additional Services remains payable by the Customer. VISIATIV shall not be liable for any losses incurred by the Customer as a result of the suspension of the Services, notwithstanding the right for VISIATIV to terminate if necessary the Contract as set forth in Article "Contract Termination" hereunder.

20.2. Contract termination

Notwithstanding clause "DURATION", either Party may terminate the Contract by operation of law in the event of a material breach by the other Party of one of its contractual obligations which has not been remedied within thirty (30) days of the sending of a letter through recorded delivery notifying of said breach and stating its intention to enforce this clause. It is expressly agreed that a material breach by VISIATIV of the Contract within the meaning of this clause shall be any repeated failure to comply with the levels of service provided for in the Contract, beyond the limits set for the application of penalties. Serious breaches by the Customer of its obligations under the Contract include in particular failure to pay the price of the SaaS Service and/or Additional Services, breaches of clauses "INTELLECTUAL PROPERTY", "CONFIDENTIAL INFORMATION", "COMPLIANCE - REGULATION" and more generally any unreasonable behaviour prejudicial to VISIATIV.

Unless otherwise stipulated in the Agreement, termination of the Agreement shall result in the end of the access to the SaaS Service and the expiry of the rights of use granted to the Customer in respect of the Software Product.

The Customer expressly acknowledges and accepts that the termination of this Agreement, for whatever reason, does not automatically entail the termination of any financing agreement it may have entered into with a financial institution to finance all or part of the SaaS Service and/or Additional Services. Consequently, notwithstanding the early termination of the Contract, the Customer remains bound by its commitments to pay the "fees" due to the financial institution, even though the SaaS Service and/or the Additional Services are no longer provided. In the event of early termination of the financing contract, the Customer shall be liable in the same way for all rental payments due up to the agreed contractual term. The Customer hereby waives all liability or guarantee claims against VISIATIV in respect of the performance of the financing contract.

In the event of early termination of the Contract for any reason whatsoever, the sums corresponding to the services, in particular Additional Services, actually provided on the date of termination shall be due to VISIATIV, whether or not these services have been delivered to and/or accepted by the Customer.

The Parties undertake to respect the confidentiality obligations set out in this Contract for a period of two (2) years following termination of the Contract. Termination of the Contract shall not release the Parties from their obligations which, by virtue of their duration or nature, survive termination of the Contract, and in particular the provisions of the Contract relating to intellectual property.

At the end of the Contract, for whatever reason, the Customer shall delete all data or return them to VISIATIV, at VISIATIV's discretion, and destroy any

existing copies. The Customer undertakes to justify the destruction of the data in writing.

21. REVERSIBILITY - DATA RESTITUTION

On expiry or termination of the Contract, the Customer will no longer have access to the SaaS Service. Prior to this expiry or termination date, the Customer must therefore have recovered and saved all accessible Customer Data via access to the SaaS Service, in accordance with the Product Documentation and the publisher's policy.

In the case of a VISIATIV SaaS Service, and/or VISIATIV Software Product, by virtue of the Contract and insofar as the VISIATIV Software Product does not enable data to be extracted autonomously, the Customer may request VISIATIV, by letter sent by recorded delivery and giving thirty (30) days' notice, to return to the Customer the raw Data saved in its latest version and in a standard format defined and specified by VISIATIV. If the volume of Customer Data is too important, the price of said service and any restitution will be invoiced at the current rate.

It is hereby specified that should the Customer fail to express its wish to obtain such restitution within sixty (60) days following the expiry or termination date, VISIATIV shall proceed to destroy the Customer's data, files and documents in order to render them unusable and for security reasons. This deletion will be carried out on all environments, servers, production and test data, as well as on all backed-up data, in accordance with the contractual terms and conditions and according to the retention periods for validated back-ups.

Unless otherwise stipulated in the Specific Conditions, no other reversibility services are included. Any additional request, request for services, and in particular reversibility services, may be studied by VISIATIV and be the subject of a technical and commercial proposal for specific Additional Services, which must be approved in advance by the Parties before any implementation.

22. GUARANTEE

With regard to Third-Party Software Products, the warranties provided on said Third-Party Software Products are exclusively those defined by the third-party publisher. VISIATIV will not commit itself beyond the said conditions.

The Customer acknowledges that, to the extent permitted by applicable law, the SaaS Service is provided as is and in accordance with the terms and conditions specified in this Agreement; to the exclusion of any other undertaking and/or warranty, express or implied.

With regard to the VISIATIV SaaS Service, VISIATIV does not guarantee that the SaaS Service is free from any defect or hazard, but undertakes exclusively to remedy, with all reasonable diligence, any reproducible Anomalies in the SaaS Service that may be observed.

The guarantee of conformity of the VISIATIV SaaS Service is expressly limited to conformity with the Contract, in particular the VISIATIV Product Documentation and Service Agreement, or any Functional and Technical Specifications validated by the parties, and may not be extended to a guarantee of conformity with the Customer's specific needs or specific activity, nor to meeting objectives or service levels and security measures, backup policy, specific to the Customer. It is therefore the Customer's responsibility to ensure that the SaaS Service is suited to its specific needs or activity, and to have ordered the Additional Services necessary for its use.

For the performance of all its obligations, and taking into account the state of the art in use in its profession, VISIATIV undertakes, unless otherwise stipulated, to take all possible care in the performance of its obligations, is subject to an obligation of means.

23. RESPONSIBILITY

Subject to the stipulations of the Country Specific Terms:

VISIATIV may only be held liable for the financial consequences of direct and foreseeable damage caused exclusively by VISIATIV's failure to comply with its contractual obligations under this Contract.

In no event will Visiativ be liable for any indirect, special, incidental or consequential damages, including, without limitation, damages for loss of business, loss of customers, loss of profits or savings, loss of business, loss of

market, loss of goodwill, business interruption or any other commercial or financial loss.

EXCEPT FOR GROSS NEGLIGENCE, THE TOTAL AND MAXIMUM LIABILITY, VISIATIV WILL BE DUE TO THE CUSTOMER ARISING FROM VISIATIV'S BREACH OF ITS CONTRACTUAL OBLIGATIONS WILL BE LIMITED, TO THE DIRECT AND FORESEEABLE LOSS SUFFERED BY THE CUSTOMER ARISING FROM THE BREACH WITHOUT BEING ABLE TO EXCEED THE ANNUAL AMOUNT (12 MONTHS) PAID BY THE CUSTOMER PRECEDING THE CLAIM FOR THE SUBSCRIPTION TO THE SAAS SERVICE OR THE ADDITIONAL SERVICES PROVIDED BY VISIATIV AT THE ORIGIN OF VISIATIV'S LIABILITY, OR THE SUM OF 100,000 EUROS, WHICHEVER IS LOWER.

The Parties acknowledge that the Contract price reflects the allocation of risks arising from the Contract, as well as the economic balance intended by the Parties, and that the Contract would not have been entered into on these terms without the limitations of liability defined herein.

The present clause shall remain applicable in the event of nullity, resolution or termination of the present Contract.

Subject to the application of applicable law and subject to the Country Specific Terms, the Customer may not bring any legal action on the basis of contractual liability or any warranty whatsoever under the Contract after the expiry of a period of two (2) years from the occurrence of the event giving rise to such action.

24. INSURANCE

During the term of the Contract, each Party undertakes to maintain, at its own expense, any insurance to cover its liability under the Contract, and in particular its professional civil liability, and thus to cover all damage that may occur in the performance of the Contract.

25. FORCE MAJEURE

Neither Party may be held liable if non-performance or delay in performance of any of its obligations is due to force majeure. Should the force majeure continue for more than sixty (60) days, the Contract may be terminated at the initiative of either Party, without entitlement to compensation on either side.

Force majeure includes strikes of any kind, problems or delays in VISIATIV's supplies, fire, embargoes, bad weather, floods, epidemics, pandemics, Internet connection problems, war, riots, social unrest, work stoppages, production stoppages due to fortuitous breakdowns, malicious attacks even though VISIATIV has taken all measures to avoid them, attacks by refusal of service.

26. OUTSOURCING

VISIATIV reserves the right to use any subcontractor of its choice, including any Affiliated Entity, with VISIATIV remaining responsible for the performance of the Contract.

27. TRANSFER

The Contract, as well as the rights and obligations contained therein, may not be assigned or transferred by the Customer, whether in return for payment or free of charge, without the prior written consent of VISIATIV. VISIATIV may freely assign or transfer this Agreement and all rights and obligations hereunder without any formalities and in particular to its Affiliated Entities.

28. REFERENCES

The Customer authorises VISIATIV to use the Customer's references, name, trademarks and logos as a commercial reference or for any public distribution (in particular press and internet), on any media, and solely for this purpose. The Customer undertakes to mention the VISIATIV name and brand in any use of the Software Product and/or the SaaS Service or in any documentation referring thereto.

29. NON-SOLICITATION

The Customer shall refrain from soliciting, poaching, offering employment to, hiring or directly or indirectly employing a VISIATIV employee or agent without the latter's prior written consent. This prohibition applies for the entire duration of the Contract and for twelve (12) months following the termination of this Contract for any reason whatsoever.

Any violation of these prohibitions will automatically entail payment by the Customer of compensation equal to twelve (12) times the last gross monthly salary of the employee hired under these conditions.

30. EVIDENCES

In addition to the legal provisions recognising the evidentiary value of digital writing, the Parties acknowledge the validity and evidentiary value of e-mails, SMS messages, notifications made by the Parties and digitised documents exchanged between them in the context of the Contract, including all computer and electronic elements established and/or stored by VISIATIV via its support tools.

31. GENERAL PROVISIONS

Non-waiver. The failure of a Party to enforce a provision of this Agreement will not be deemed as a waiver.

Interpretation. In the event of any doubt as to the interpretation of a clause or in the absence of any mention enabling the extent of VISIATIV's obligations to be determined, the Customer acknowledges that VISIATIV's obligations are to be understood as obligations of means.

Partial nullity. If a provision of the Agreement is invalid, void or unenforceable, then that provision will be severed from the Agreement without affecting the remaining provisions.

Entire Agreement. The Parties acknowledge that the Contract and all its appendices and/or amendments, as well as all other terms and conditions incorporated by reference herein, constitute the entire agreement between them with respect to the subject matter hereof and supersede all prior oral and/or written undertakings between the Parties with respect to the subject matter hereof.

Independence. The Parties acknowledge that they are acting as independent co-contractors. This Agreement shall not create a company or association of any kind between them.

32. GOVERNING LAW & JURISDICTION

Unless otherwise stipulated in the Country Specific Terms:

THE CONTRACT IS GOVERNED BY FRENCH LAW.

IN THE ABSENCE OF AMICABLE AGREEMENT, THE COMMERCIAL COURT OF LYON SHALL HAVE SOLE JURISDICTION TO HEAR ANY DISPUTES ARISING IN ANY RESPECT WHATSOEVER FROM THESE GENERAL TERMS AND CONDITIONS AND THE CONTRACTS TO WHICH THEY APPLY. THIS CLAUSE OF ATTRIBUTION OF COMPETENCE, BY EXPRESS AGREEMENT BETWEEN THE PARTIES, WILL APPLY EVEN IN THE EVENT OF PLURALITY OF DEFENDANTS, OF APPEAL IN GUARANTEE AND FOR THE CONSERVATORY PROCEDURES, IN REFEREE OR BY PETITION.

33. DEFINITIONS

Activity Report: refers to the VISIATIV report sent to the Customer at the end of the month, listing the days worked each month under the terms of the Contract, and triggering invoicing.

Additional Services: refers to any additional services implemented by VISIATIV and not included in the SaaS Service, including in particular User training, Software Product configuration, integration and implementation services, specific Software Product development, Data migration, Software Product access management and more generally any intervention on Data and databases.

Affiliated Entity: means any company which is controlled by, controls or is under common control with a Party in accordance with the provisions of applicable law.

Anomaly: means any malfunction or non-conformity of the Software Product or SaaS Service that prevents use in accordance with the Contract.

Contract: means either the General Terms and Conditions, the Specific Conditions, or the Online Order, all of which have been accepted in accordance with clause 3, as well as all their Annexes and the documents to which they refer.

Country Specific Terms: refers to the conditions applicable to the identified country(ies) corresponding to the country in which the contracting VISIATIV company is located.

Customer Environment: refers to the physical, logical and IT environment from which the Customer and/or Users access the Software Product and/or SaaS Service.

Data: refers to information and data of any kind that the Customer and/or User enters, fills in, transmits, collects, stores and/or processes as part of the performance of the Contract and the use of the Software Product.

Effective Date: means the date of dispatch of access to the SaaS Service (i.e. delivery of the software, dispatch of the keys, e-mail sending the access codes or access link, etc.). This date is equivalent to delivery of the SaaS Service, whether or not the service is used or deployed.

Metrics of Use: refers to the quantitative limits and units of measurement, as well as any other authorization or restriction of use, such as any quantity, volumetry or unit of work specifying the conditions of access and right of use of the Customer to the SaaS Service as defined in the Contract.

New Version: refers to a new version of the Software Product that incorporates improvements, new features compared to the previous version and/or major technical modifications to the Software Product.

Order: refers to the order issued by the Customer under the conditions of clause 3.

Perimeter: refers to the perimeter of the right of access and use of the SaaS Service granted to the Customer, defined in the Contract, delimited by reference to a territory, a duration and/or a number of Users, a number of Affiliated Entities, connections, User Workstations, accesses, logical or physical environments and/or more generally to any Metric of use.

Prerequisites: means the latest version and list of characteristics of hardware and IT devices, of the Customer Environment recommended by VISIATIV or the publisher for any Third-Party Software Product, which must be implemented and respected in order to enable access to and use of the SaaS Service. It is the Customer's responsibility to ensure that User workstations and the Customer Environment are upgraded in line with the technical requirements.

Product Documentation: means the information made available to the Customer by VISIATIV or by the publisher of the Software Product describing the terms and conditions of use of the SaaS Service and/or Software Product, the prerequisites as well as the special provisions specific to the SaaS Service and/or Software Product in terms of content, duration, conditions of execution and other Specific Conditions applicable. Product Documentation is subject to change. Product documentation may be integrated into the Offer.

SaaS Service: refers to the services provided by VISIATIV as part of the Software as a Service (SaaS) subscription taken out by the Customer, as detailed in clause 4 of the General Terms and Conditions.

Software Product(s): refers to the software product(s) published and marketed by VISIATIV or its partners which are made available to the Customer as part of the SaaS Service under the conditions set out in the Contract. A SaaS Service may enable and contain access to one or more Software Products.

Specific Conditions: means the specific terms and conditions relating to the SaaS Service and/or Additional Services which, once accepted, constitute an Order within the meaning of clause 3. This document may be separate from or integrated into the Offer.

Third-party software product(s): refers to software product(s) published by a third-party publisher.

Update: means an evolution of the Software Products and/or the SaaS Service that includes any bug fixes and/or improvements.

User: means any person or system authorized by the Customer to have dedicated, personal access to the SaaS Service, under the conditions set out in this Contract.

VISIATIV: refers to the member company of the VISIATIV Group mentioned in the Offer, in the quotation, or in the online Order confirmation sent to the Customer and which supplies the Hardware, Software Products and/or performs the services under the Contract.

VISIATIV software product(s): refers to the software product(s) published by VISIATIV.