GENERAL CONDITIONS OF SAAS SERVICES AND ADDITIONAL SERVICES
SIXENSE DIGITAL VERSION 05.12.2018

These general conditions apply to the Services performed by SIXENSE Digital, a simplified joint-stock company with a capital of 15,000 Euros whose registered office is at 280 Avenue Napoléon Bonaparte, 92500 Rueil-Malmaison, France, registered with the Nanterre Registry of Trade and Companies under number 813 934 700 (hereinafter "SIXENSE Digital" or the "Service Provider") for the benefit of the Customer, who accepts them fully and without reservations. The Service Provider and its Customer are hereinafter referred to individually as a "Party" and together as the "Parties".

Whereas:

The Service Provider develops and implements application tools for Risk management (Beyond Monitoring product)

Within the framework of its activity, the Service Provider makes Applications available to its customers as part of a SaaS Service and, upon request, performs Additional Services.

The Customer approached the Service Provider to understand the characteristics of the SaaS Service and the Additional Services and to ensure its adequacy for its organization, needs and objectives.

The Customer acknowledges having received from the Service Provider, prior to the signing of the Contract, all the necessary information and details that it requested enabling it to assess the adequacy of the SaaS Service and the Additional Services for its needs and to take all precautions for its use on the basis of the following conditions.

Now, therefore, it has been agreed as follows:

Article 1. Definitions

Terms beginning with a capital letter in the Contract, whether used in the singular or plural, shall have the meaning ascribed to them below.

Application: set consisting of computer programs and a database, of which the Service Provider holds or has a license the necessary intellectual property rights, to meet in a standard way the needs of SaaS Service customers, including the New Versions implemented by the Service Provider. The Application can be configured directly by the Customer or by the Service Provider under the Additional Services Order, to meet its needs;

Error: means a malfunction directly attributable to the Application and/or the SXD Platform, preventing its normal operation in whole or in part and reproducible by the Service Provider. Any element that is due (i) to an act attributable to the Customer or a third party and in particular a mishandling by the Customer or the by third party or (ii) to the consequences of use of the Application that does not comply with its specifications (iii) to an event external to the Service Provider or (iv) to Customer Data, cannot be considered as an Error.

Critical Malfunction: means an Error that prevents access to and/or the use of the Application and/or of the SXD Platform.

Non-critical malfunction: means any type of Error other than a Critical Malfunction.

Order: means a proposal or an estimate issued by the Service Provider and signed by the Parties or having resulted in a purchase order from the Customer referring to it, in which the elements indicated in Article 4 will be specified.

Work/Project: means the work(s) belonging to or under the legal responsibility of the Customer and/or the project(s) that the Customer is in charge of, as identified in an Order. If the Customer wishes to add a new work and/or project to the existing list, it must first issue an additional Order to the Service Provider;

Contract: means the set of contractual documents listed in Article 3 and any amendments that may be concluded between the Parties;

General Conditions of Sale (GCS): means this document and its Appendices, which form an integral part of the Contract.

Documentation: means the user manuals for Users, established by the Service Provider relating to the access to and use of the Application provided within the framework of the Additional Services;

Data: means the Customer Data and SXD Data;

Customer Data: means the Customer's pre-existing data, protected or not by copyright, entered and/or transmitted by the Customer in the Application relating to Works/Projects, and any data created by the SXD Platform, to the exception of SXD Data.

SXD Data: means the metadata of the Customer Data or any other statistic study not enabling the identification of the name of the Customer and connection logs of Users collected by the Service Provider within the framework of the SaaS Service.

Affiliates: means any legal person which directly or indirectly controls the Customer/Service Provider, which is controlled by the Customer/Service Provider or which is controlled by the parent company of the Customer/Service Provider; the concept of "control" having the meaning given to it by Article L.233-3 of the Commercial Code. Such an entity will only be considered an "Affiliate" when such control exists.

Group: means the Customer or the Service Provider and its Affiliates.

Business Hours: means the time slot between 9 am to 6 pm from Monday to Thursday and 5 pm on Fridays, except for public holidays in Metropolitan France.

Login Credentials: means a unique ID number specific to each User ("login") associated with a connection password ("password") managed by the Customer, allowing its connection to the Application;

Updates: means all the functional and/or technical evolutions of the Application developed by the Service Provider within the framework of the SaaS Service, to enrich the Application and to meet the shared needs of customers of the SaaS Service.

Ticketing Tool: means the tool made available by the Service provider which allows the Customer's Key Contact who finds an Error to open a ticket and send in writing (email) the circumstances and manipulations that preceded the Error and to document his findings, to allow an understanding and effective intervention of the Service Provider.

SXD Platform: means the technical operating infrastructure monitored and maintained by the Service Provider, on which the Application is hosted, including all the elements related to the hardware, operating system, backup and storage software, file transfer software.

Services: means the provision by the Service Provider to the Customer of the SaaS Service and/or Additional Services.

Additional Services: means the provision of services that the Service Provider can perform for the benefit of the Customer and which the latter subscribes though an Order, the content of which is described in Article 7.

SaaS Service: means the provision by the Service Provider to the Customer, via an internet connection, of the rights and services subscribed though an Order, the content of which is described in Article 6;

SXD PlatformUser: means any natural person to whom the Customer has delivered Login Credentials to access and use the Application.

Article 2. Purpose

Subject to compliance with its obligations by the Customer and in particular the payment by the Customer of the agreed fees, the Service Provider undertakes for the duration of the Contract to make the SaaS Service available to the Customer and to provide the Additional Services according to the terms and conditions of the Contract.

Article 3. Contractual documents

The Contract between the Customer and the Service Provider is composed of the following contractual documents only which shall be interpreted in the below order of precedence (hereinafter the "Contract" or the "Contractual Documents"):

• These General Conditions of Sale,

• The Order(s)

The Contract constitutes all the agreements between the Parties relating to the SaaS Service and Additional Services and supersedes any prior written or oral agreement or commitment relating to the same subject matter. In particular, the general conditions of purchase or any similar

document of the Customer, as well as any pre-contractual document which is not expressly referred to in this Contract, are considered null and void.

In the event that the Customer's internal processes require the issuance of a purchase order to allow the Service Provider to invoice its Services and this purchase order contains contractual clauses or references to the Customer's contractual documents, they will be unenforceable against the Service Provider notwithstanding any contrary provisions of said purchase order. Consequently, the Service Provider will not be liable for any alleged obligations, non-performance, losses or damage suffered by the Customer based on such documents. In the event that the Customer's internal processes require the signature of its own contractual documents, these General Conditions of Sale and the proposal or estimate issued by the Service Provider, constituting the Contract, will have a higher legal value. The Contract can only be changed by means of an amendment signed by the duly authorised representative of each Party.

It is expressly agreed between the Parties that any tolerance or waiver by one of the Parties to exercise a right in the application of all or part of the commitments provided for in the Contract, whatever their frequency and duration, shall not be interpreted as an amendment of this Contract, or create any right whatsoever.

Article 4. Order of Services

For any subscription of Services, the Customer sends the Service Provider a specific request concerning the services required pursuant to these GCS. Upon receipt of this request, the Service Provider communicates to the Customer a detailed Order proposal for the Services requested.

The proposals or estimates must specify:

(i) for the SaaS Service, the subscription date of the annual subscription and the financial metrics of the right of use, the prices and, if applicable, the terms of payment and, if applicable, the prerequisites for the implementation of the service, if necessary the Works/Projects concerned and/or

(ii) for any possible Additional Service, the description of the services, the place of execution, the start date, the deadlines for completion, the deliverables and prices and, if applicable, the terms of payment.

The Customer subscribes to a Service by returning either the signed Order to the Service Provider or a purchase order referencing said Order for application of its terms. The Customer must have subscribed to at least one SaaS Service to be able to subscribe to an Additional Service associated with said SaaS Service.

The SaaS Service takes effect the date both the Service Provider and the Customer sign its Order or, as the case may be, upon receipt of the Customer's billing order, until the end of the calendar year of the date of signature plus one full calendar year, hereinafter the "Initial Term".

The SaaS Service is automatically renewed for successive one (1) year periods from January 1 of the year following the Initial Term, hereinafter the "Renewal Period", unless terminated by either Party at least three (3) months before the end of the current Renewal Period, by registered letter with acknowledgement of receipt or early termination of the Contract under the conditions set out in Article 12.

The Additional Services Order signed by the Parties will take effect on its date of signature or, as the case may be, on the date of the Customer's billing order. Following this, the Additional Services may start, subject to the provisions of Article 7, for the duration stated in the Order, unless the Contract is terminated early under the conditions set out in Article 12.

Article 5. Effect, term and renewal of the General Conditions of Sale

The GCS will take effect at the date of signature, by both Parties, of the first Order referring to them, for an indefinite period. They may be terminated at any time with three months' notice.

The GCS are signed only once by the Parties. These GCS will automatically govern any Order by reference, unless a new version of the GCS is published and signed by the Parties and replaces them for current and future Orders.

The GCS will continue to govern the last Order in progress for the duration of the notice of termination and until the end of the term of this last Order.

Article 6. Description of the Saas Service

6.1 Right of access

The Customer has a right of access to the Application and Data for the number of Users and Work(s)/Project(s) identified in the Order.

Access is made from the fixed and nomadic equipment of the Users and using the Login Credentials provided to the Customer and which are under its custody. The Login Credentials are intended to reserve access to the Application only to authorized Users, to protect the integrity and availability of the Application and the integrity, availability and confidentiality of the Data.

The Login Credentials are personal and confidential. They can only be changed at the Customer's request or at the Service Provider's initiative subject to prior notice to the Customer. The Customer undertakes to make every effort to ensure that Users keep their Login Credentials confidential, comply with the security instructions and the terms of the End User License Agreement (EULA) attached in Appendix 1.

The Customer is fully responsible for the hardware and Login Credentials as well as the implementation of the appropriate security measures.

If the Customer is aware of any unauthorized access, loss or theft of Login Credentials, it will inform the Service Provider without delay and confirm the information by registered letter with acknowledgement of receipt.

6.2 Right of use

The Service Provider grants to the Customer, who accepts, during the term of the Contract, a personal, non-exclusive, non-assignable and non-transferable right to use the Application, for the purposes of its activity and for the number of Users and the Work(s)/Project(s) identified in the Order.

The Service Provider retains all the other intellectual property rights existing or created during the performance of the Contract or in parallel, on the Application and on the Application, the SXD Platform and on any Additional Service performed within the framework of the Contract. This Contract does not include the delivery or transfer of any rights of ownership for the benefit of the Customer, other than those described in this Contract.

Any identification mark of the Service Provider incorporated, shown or affixed on the Application, the Application and/or the SXD Platform may not be modified, removed or concealed by the Customer.

The Service Provider also remains owner of the methods, tools and know-how it provides or designs for the SaaS Service, regardless of the Customer's contribution in their design and implementation.

6.3 Hosting

Location The SXD Platform is located on the territory of the EU.

Internet, VPN and others The Customer chooses the network operator providing access to the Application and Customer Data. The Service Provider cannot be held responsible for any interruptions in the network lines. The Service Provider particularly draws the Customer's attention to the importance of the choice of the operator's products and in particular of the backup option that it may offer by setting up a parallel line in case of interruption of the network.

The Customer is warned of the technical risks inherent to the Internet and the access interruptions that may result. As a result, the Service Provider cannot be held responsible for any unavailability or slowdown of the SXD Platform related to the Internet.

In addition, the Customer must respect the volume thresholds recommended by the Service Provider and notify the Service Provider in the event of an increase in its needs in terms of processing capacity.

Availability of the SXD Platform The Service Provider provides secure hosting of the Platform and access to the Application and Data.

The Service Provider guarantees:

• 99% availability of the SXD Platform during working days during Business Hours.

• a bandwidth of 30 Mbps

The SaaS Service may occasionally be suspended due to maintenance interventions necessary for the proper functioning of the SXD Platform, such as increasing the capacity of the servers, restarting them or carrying out in-depth operational tests. The maintenance operations of the operating system software as well as the updating of security patches are carried out at least once a month. Any maintenance operation may require an interruption of the Services for at least one hour, at any time. Nevertheless, the Service Provider will carry out these operations preferably at night, between 3am and 7am (French time), or on weekends. A maximum of 1 (one) maintenance operation outside these time slots may be scheduled each month. In case of interruption of the SaaS Service for maintenance, the Service Provider undertakes to notify the referent Users designated by the Customer by email at least 24 hours before the maintenance operation, if it exceeds one (1) hour.

In the event of a situation affecting or likely to affect the proper functioning or security of the Platform and/or the Application, the Service Provider reserves the right to immediately suspend the provision of all or part of the SaaS Service, to perform administrative and/or security operations on the SXD Platform and/or the Application, which the Customer will be notified of as soon as possible. The Service Provider undertakes to do its best to restore the SaaS Service as soon as possible but it cannot be held responsible for the possible impact of this unavailability on the Customer's activities.

Security

Access to the SaaS Services means that the Customer enters a private network, and therefore:

• the actions performed on the network are automatically controlled (log)

• the Service Provider reserves the right to temporarily or permanently block access in case of behaviour deemed illegal or doubtful

• the Customer Data loaded into the system and detected as suspicious (e.g. virus) will be destroyed without notice. A report email will be sent to the administrator of the database.

Data Backup

During the term of the Contract, the Service Provider will be responsible for the retention and backup of the Customer Data entered in the Application and the results obtained.

Backups are performed daily, every night. The following 7 (seven) backups are kept in memory in addition to the updated database:

• Day -1, Day -2, Day -3

• every weekend for 4 weeks

On its part, the Customer also undertakes to implement the appropriate technical means to ensure the security of Customer Data.

In the event of accidental loss or destruction of the Data, the Service Provider will make its best efforts to reconstruct the items destroyed from the most recent backups on the date of the incident.

Modifications

The Service Provider will be free to adapt and/or modify certain operational modalities for the provision of the SXD Platform and/or Additional Services, if and when these changes tend towards an improvement of the SaaS Service provided to the Customer or are at least equivalent to the SaaS Service provided for in the SaaS Service Order.

The Service Provider may modify the prices of the SaaS Service agreed in this Order consequently to any price changes that may be applied to it by the publishers of the Saas Service software publishers and suppliers of the Cloud services, including the SXD Platform.

6.4 Commissioning - Acceptance

The commissioning of the SaaS Service for access to the Application will be carried out in close collaboration between the Customer and the Service Provider, subject to the Customer having first provided the information and, if applicable, the pre-requisites identified in the Order necessary for this commissioning.

Within 5 working days of receipt of the SaaS Service, the Customer must proceed with the acceptance operation, checking that the Application complies with the specifications announced in the Contract and sign the acceptance report with reservations, if any.

In the event of an Error, the Service Provider shall proceed with the necessary intervention and recovery operations. If the malfunction is not attributable to the Service Provider, it reserves the right to issue reservations, including but not limited to the relevance of the intervention operations requested by the Customer and/or the associated price, which may then be invoiced in addition to the Customer, after signature of a specific Additional Services Order under the conditions of Article 7.1 below. After the closing of the last incident ticket, the Parties shall sign the acceptance report. In the absence of signature of the aforementioned report, acceptance is acquired when the SaaS Service is implemented, even partially, by the Customer, i.e. as soon as a User accesses the Application. Any effective commissioning by the Customer in the absence of an acceptance report constitutes formal and irrevocable acceptance and excludes any action for non-compliance.

6.5 Maintenance

The Customer designates a User who will be the contact person intended to centralise all the requests of other Users and to exchange with the Service Provider for all aspects related to the corrective maintenance and Updates described below (hereinafter the "Key Contact").

6.5.1 Corrective maintenance

The Service Provider's commitments concerning the management of Errors are as follows:

Errors are corrected either by patches, or within the framework of Updates, according to a schedule of treatment priorities established at the sole discretion of the Service Provider.

As Errors may be of various natures and origins, and a priori unknown at the time of the request, the Service Provider cannot commit to an Error correction period,

In the event of a request for correction of an Error carried out urgently for the Customer, this type of intervention does not fall within the framework of the annual subscription fee and is invoiced in addition, on a time-spent basis, as within the framework of a technical assistance service after signature of a specific Additional Services Order under the conditions of Article 7.1 below. The same applies for any intervention request from the Service Provider for a malfunction which is not an Error and which it agrees to handle.

The Service Provider shall make every effort to detect Errors of the Application before customers and to correct them as soon as possible.

It is possible that for a given problem, there is no direct solution or commercially acceptable solution. In this case, the Service Provider reserves the right to propose an alternative solution.

6.5.2 Updates

(i) Frequency

The timing of the Application Updates, i.e. functional and/or technical enrichments as well as the grouping of several patches, is at the Service Provider's discretion. On average, major Updates are available every 6 months. Intermediate Updates may also be available on a case-by-case basis.

(ii) Specific costs related to Updates

The annual subscription fee for Updates does not include the costs and time spent, especially for travel, which may be necessary to integrate Updates into the Customer's information system that are invoiced in addition, as within the framework of a technical assistance service described in Article 7.1 below. The Customer may avoid all or part of this additional invoicing by performing the integration of Updates itself, or by providing remote access to its servers to the Service Provider.

Article 7. Additional Services

As the Additional Services are accessory to the SaaS Service, any Additional Services, even ordered, cannot start until the SaaS Service subscription has been paid by the Customer.

7.1 Technical assistance services

The Customer may ask the Service Provider to assist it in a number of tasks by helping it:

• to use and integrate the Application in its information system,

• to configure the Application according to the instructions provided by the Customer,

• to migrate Customer Data. It is specified that the Service Provider is not responsible for the quality and integrity of the Customer Data to migrate and that it is up to the Customer to ensure that the Customer Data is accurate and up to date before its migration.

The technical assistance services that the Service Provider agrees to perform are described in the Order.

7.2 Training services

The Customer may ask the Service Provider to assist in the training of its Users.

The training services chosen by the Customer are described in the Order concerned.

Training is given under the following prerequisites:

1. travel expenses in France and abroad are covered by the Customer in addition to the price of the actual training.

2. The times invoiced for training include travel time. Travel the day before gives rise to an additional flat-rate charge of 500 €, excluding tax.

3. Training is provided for a maximum of 10 Users or 3 simultaneous administrators.

Article 8. Financial conditions

8.1 Price of the SaaS Service

In consideration of the SaaS Service described in Article 6, the Customer agrees to pay an annual subscription whose fee is set in the Order. In no event shall the Customer be authorized to refuse or suspend the performance of its payment obligation.

The annual subscription fee is invoiced in advance. For the Initial Term it is calculated prorata temporis until December 31 of the calendar year following the subscription date identified in the Order. For the Renewal Periods, it is calculated for a full year from January 1 to December 31.

The prices applied to the annual subscription correspond to the Service Provider's rates at January 1 of the year of the subscription date identified in the Order and remain applicable throughout the current calendar year without any increase during it. They are indexed once a year on January 1 following the subscription date identified in the Order based on the latest SYNTEC index published on the date of signature of this Contract. The amount of invoices issued will be calculated using the following formula:

$P1 = P0 \times S1/S0$, in which

P0 is the basic price / the last price

P1 is the new price invoiced

S1 is the last SYNTEC index published on the invoicing date

S0 is the reference SYNTEC index on the date of signature of the Contract.

If, for reasons due to the economic situation, S1 is less than S0, the S1/S0 ratio will be considered equal to 1.

In the event of disappearance of the index, express jurisdiction is given to the President of the Commercial Court of Nanterre to determine the new index to include in the revision formula.

This index should be chosen in such a way that it is as close as possible to the missing index and respects the spirit that the Parties intended to define when establishing this revision clause.

Any subscription period started will be due in full by the Customer, regardless of the effective date of termination of the SaaS Service.

8.2 Price of Additional Services

In consideration of the Additional Services described in the Order, the Customer shall pay the price identified in the Order according to the type of service subscribed.

The invoicing terms applied are those provided for in the Order. Otherwise, invoices are issued monthly at the end of the month.

The Service Provider's price list, depending on the profile of the intervening employee, is attached to the Order. It applies to any request for services which does not fall within the framework of the annual subscription fee. This price list is indexed once a year on January 1 according to the same terms and calculation formula described in Article 8.1 above.

8.3 Terms of payment

All prices shown in the Order are expressed in Euros, excluding VAT and excluding all other taxes, which will be charged extra at the rate applicable on the invoicing date.

All invoices from the Service Provider are sent to the Customer to the address indicated on the Order concerned or to any other address that the Customer may communicate in writing to the Service Provider during the Contract.

The terms of payment are those provided for in the Order. Unless otherwise specified, invoices are payable 30 days from the invoice date.

8.4 Default of payment

The Customer acknowledges that payment of the Service Provider's invoices constitutes one of its substantial obligations. The Customer therefore undertakes to pay all invoices within the agreed time limits by check or by transfer.

In the event of a dispute relating to an invoice or an invoice item, the Customer must (i) notify the dispute to the Service Provider within 10 days of receipt of the invoice and, where applicable, (ii) pay the undisputed amount of the invoice, pending the processing of the claim on the rest of the invoice. Failing to notify within this period, the invoice can no longer be disputed and the action to challenge the invoice will be definitively time-barred.

Without prejudice to any damages, the failure of the Customer to pay an invoice on its due date automatically entails:

• the application of late interest equal to the rate applied by the ECB plus 10 percentage points, without being lower than three times the legal interest rate, without prior notice and from the tenth day of delay,

• The payment of a lump sum compensation of 40 Euros per invoice pursuant to Article L.441-6 of the Commercial Code and, where applicable, the reimbursement of additional management fees (recovery and reminder costs) of which the amount is higher than that of the lump sum compensation,

• at the discretion of the Service Provider, the immediate suspension of all or part of the SaaS Service or the provision of Additional Services at the expense and risk of the Customer and/or the automatic termination of the Contract within 30 days after the Service Provider sends formal notice by registered letter with acknowledgement of receipt which remains unheeded. The resumption of payment of the annual subscription fee after an interruption of payment may be done subject to the prior consent of the Service Provider and after ordering a control mission / possible upgrading of the existing installation and payment of fee arrears.

Article 9. Data

9.1 Personal data

If the Customer Data transmitted for the use of the SaaS Service includes personal data, the Customer guarantees to the Service Provider that the personal data complies with all the obligations incumbent on it under the "Information Technology and Freedoms" Law of January 6, 1978 as amended by Law No. 2004-816 of August 6, 2004, and any associated implementing text or text replacing it and European Regulation No. 2016/679 of April 27, 2016 applicable as of May 25, 2018. As such, the Service Provider:

- will only process personal data on the Customer's documented instructions, including with regard to the transfer of personal data to a third country or to an international organization, unless it is required to do so under an applicable law, a court decision or a decision issued by a public authority; in this case, the Service Provider will inform the Client of this legal obligation prior to processing, unless the law concerned prohibits such information for reasons of public interest;

- will ensure that its employees and consultants authorized to process personal data undertake to respect confidentiality or are subject to an appropriate legal obligation of confidentiality;

- will take all necessary precautions to preserve the security and confidentiality of the data entrusted to it;

- will not subcontract without the prior written authorization of the Customer and will transfer to the contract between the Service Provider and any subcontractor the obligations set out in this clause;

' will assist the Customer, to the extent materially possible, in fulfilling its obligations to respond to any request received from the data subjects to exercise their rights or of the relevant supervisory authority, within a reasonable period of time;

- will assist the Customer, according to financial conditions to be agreed and taking into account the nature of the processing and the information available to the Service Provider, to ensure compliance with:

• its obligations of security and confidentiality,

• its obligations to carry out an impact analysis of the processing operations concerned by the Services,

• its obligations of notification to the supervisory authority and communication to the data subject in the event of a breach of the personal data entrusted to it. As such, the Service Provider undertakes to communicate to the Customer any violation of the personal data entrusted to it, without delay and at the latest within 48 hours after becoming aware of any such violation;

- will return to the Customer or delete all personal data entrusted to it, at the end of the Services as well as the existing copies, unless the legal obligations applicable to the Service Provider require the retention of said data;

- will make available to the Customer all information necessary to demonstrate compliance with this Article and allow audits to be conducted under the conditions set out in the Article "Audit" of these GCS,

- will inform the Customer of any instructions on its part that the Service Provider considers a violation of the legislation in force regarding the protection of personal data.

The Service Provider undertakes to inform the Customer in the event of a change of location of its data center outside the European Union. If the Customer refuses the new hosting location, it may terminate this Contract by registered letter with acknowledgement of receipt, subject to three months' notice.

9.2 Processing of Customer Data

The Customer is solely responsible for the content and messages disseminated and/or downloaded via the SaaS Service as well as the entry, use, imputation, translation and understanding of Customer Data for processing in the Application.

It ensures and verifies that the Customer Data is accurate and up-to-date, that it meets legal, regulatory and contractual requirements and that it is not corrupt.

The Customer further guarantees that it holds the rights to use and communicate the Customer Data within the framework of this Contract. Consequently, the Service Provider disclaims all liability in case of non-compliance of Customer Data with the laws and regulations, public order or the needs of the Customer. The Customer shall hold the Service Provider harmless against any injury resulting from a claim by a third party for a violation of this guarantee under the Article "Compensation" below.

9.3 Processing results and models

It is the Customer's responsibility to carry out regular and permanent checks of the results of processing and models provided by the Application and in any case at least once a week. The Customer is informed that the visual and technical media produced from the Application are only intended for the management of Works/Projects and can only be used in this context.

If the Customer finds that the results are incorrect, it must send a claim to the Service Provider to obtain, after correction, that the processing operations concerned by the Error are renewed over the past weekly period.

After correction, the Service Provider undertakes to carry out, any operation required to renew such processing.

However, if the Service Provider discovers, during the diagnosis of the Error, that the erroneous result is not attributable to its SaaS Service, the Customer shall be invoiced for the amount corresponding to the hours spent for the diagnosis and for the renewal of the processing; it is being specified that it will then be up to the Customer to correct the malfunction.

In addition, costs related to all the operations required by the Customer to modify the results of previous processing operations in the event that they are not erroneous are borne by the Customer, in addition to the price of the annual subscription fee.

Under no circumstances may the results of processing and the models, analyses, studies and/or data provided by the Application be modified, removed, obliterated or altered directly by the Customer or any person acting in its name or on its behalf.

9.4 Use of Customer Data

With a view to the continuous improvement of its offer and more generally for the needs of the commercial service offers distributed, directly or indirectly, by the Service Provider, the Customer authorizes the Service Provider : - to use and exploit the Customer Data for statistic reports, project analyses and more generally exploitation for BIG DATA, BI or other processing.

 - compile statistical information regarding the provision of the SaaS Service and may make it public, provided that it does not incorporate the Customer's personal data and/or does not identify confidential information and that it does not include the name of the Customer.

9.5 Ownership of SXD Data

The SXD Data is the property of the Service Provider who may in particular exploit it as it sees fit within the framework of the commercial service offers distributed, directly or indirectly, for internal or external purpose, free or against payment. As such, the Service Provider is entitled to use, sell and/or exploit the SXD Data in any way, for any purpose it deems appropriate, throughout the world and for the statutory life of its company. It is specified that the Service Provider is not responsible for the accuracy, integrity and completeness of the SXD Data.

Article 10. Intellectual property and peaceful possession

10.1 The Service Provider is and remains the holder of the intellectual property rights relating to any element of the Applications and SXD Platform made available to the Customer under the Contract, with the exception of third-party technologies.

The Contract does not grant the Customer any right of ownership on the Application and on the results created within the Additional Services that may be subject to intellectual property protection. The temporary right of access and use of the Application and of these results under the conditions provided for in the Contract cannot be analysed as the transfer of any intellectual property right for the benefit of the Customer within the meaning of the Intellectual Property Code.

The Customer undertakes not to reproduce any element of the Application or any Documentation concerning such element by any means whatsoever, in any form whatsoever and on any medium whatsoever.

The Customer may not assign all or part of the rights and obligations arising from the Contract, whether under a temporary assignment, a sub-license and any other contract providing for the transfer of said rights and obligations, free or against payment.

The Customer undertakes not to:

• remove or modify the Service Provider's proprietary notices appearing on the Software,

• make the Application available to third parties, in any way whatsoever, for their own activity,

• modify, create derived works, disassemble, decompile or otherwise reverse engineer any element of the Software (the foregoing prohibition applies, in particular, to the examination of data structures), or access or use the services to develop or support, and/or assist a third party to develop or support, products or services that compete with those of the Service Provider,

• disclose the results of any comparative tests performed on the Software without the prior written consent of the Service Provider.

10.2 The Service Provider represents and warrants that, subject to third-party technologies, it is the holder of all intellectual property rights that enable it to conclude the Contract and related to the Application and that they are not likely to infringe the rights of third parties.

Third-party software and other technologies may be necessary to use the Application and/or the SXD Platform (hereinafter together the "Third-Party Technology") and are mentioned in the Application Documentation; files specific to this Third-Party Technology may be inserted on the same media or must be downloaded.

Accordingly, the Service Provider guarantees the Customer the enjoyment of the rights granted on the Application, excluding Third-Party Technology, against any action or claim that may be made by a third party due to the fact that the Application is an infringement of a copyright or any other intellectual property right of a such third party. The Service Provider shall therefore hold the Customer harmless against any such action or claim, particularly of a financial nature, subject to the following conditions:

i. that the Customer informs the Service Provider as soon as it becomes aware of any request, claim or action presented or brought for such a reason, by judicial or extrajudicial means, and

ii. that the Customer undertakes to provide the Service Provider with all documents and information in its possession as well as any assistance that may be necessary for its defense, and

iii. that the Customer entrusts the Service Provider with the exclusive control of its settlement and/or of the resulting litigation, unless otherwise previously agreed in writing between the Parties.

The Service Provider will then bear the reasonable costs and damages that the Customer has to pay following any final court decision. The Service Provider will have no liability if the conditions set out above are not met or if the allegation of infringement is based on the use of a version of the Application other than the version expressly modified by the Service Provider in order to avoid any infringement and more generally any infringement of the rights of a third party.

In the event of a claim as indicated above, the Service Provider may, at its expense and at its choice and within the deadlines set by the claim in progress: (i) either obtain for the Customer the right to continue to use the part of the Application concerned, (ii) or replace or modify the part of the Application so that it ceases to be an infringement, (iii) or terminate the Contract and as compensation reimburse the amount of the annual subscription fee in proportion to the remaining time.

Article 11. Ethical clause

Each Party undertakes to comply with any applicable regulations regarding the granting of prohibited benefits or related to any act of active or passive bribery in France (Sapin II Anti-corruption Law) and abroad (including the provisions of the Foreign Corrupt Practices Act of the United States and the Bribery Act in the United Kingdom) and Vinci's Ethics and Behavior Charter (https://www.vinci.com/vinci.nsf/fr/charte/$file/vinci-ethique.pdf).

In particular, each Party certifies and warrants that it will not make any payment, whether direct or indirect, in money or in kind, of any kind whatsoever, including, without limitation, to a public officer, agent or employee of a public administration, to any person entrusted with public authority, entrusted with a public service mission or an elected mandate, to a representative or member of a political party, to a candidate for public office, to a representative or agent of a company or to any person acting on their behalf, or to any member of an international public body, whenever the purpose of such payment is to influence, obtain, insure or unlawfully maintain a decision, act, action or abstention (including business relationships, benefits or government licenses or authorizations) that could affect or promote the activities of the Parties and/or encourage the purchase of their products or services.

Article 12. Termination

12.1 Termination for breach

In the event of a breach by either Party of any substantial obligation arising from this Contract, not remedied within 30 days of receipt of formal notice sent by the other Party by registered letter with acknowledgement of receipt notifying such breach(es), the Party who is the victim of the breach may terminate this Contract as of right (i.e. these GCS, the Order(s) and any amendments thereto) by registered letter with acknowledgement of receipt without prejudice to its right to compensation.

In the event of unilateral termination by the Customer for any reason other than those mentioned above, it must pay the full amount of the annual subscription fee and Additional Services as provided for in the Order(s) issued. The same will apply in the event of a breach by the Customer of its duty to collaborate making it impossible for the Service Provider to perform the SaaS Service and/or Additional Services, in addition, where applicable, to any compensation for the damage caused to the Service Provider due to the Customer's breach.

Given the specificity of the Services, regardless of the breach of the Service Provider, the Customer acknowledges and agrees that it may not request a reduction of the price under Article 1223 of the Civil Code, or perform the obligation itself or have it performed by a third party of its choice and/or ask the Service Provider to reimburse or advance any sums it has incurred for this purpose under Article 1222 of the Civil Code. By express derogation from Articles 1224 and 1226 of the Civil Code, in the event of a breach, the Parties further agree that, apart from the provisions of these GCS, no case of termination or cancellation of the Contract other than those provided for in Article 12 may apply.

12.2 Termination for Force Majeure.

In case of notification of a case of Force Majeure as defined in Article 20.1 below (i) leading to the suspension of the execution of the SaaS Service sent by one of the Parties by registered letter with acknowledgement of receipt to the other Party (ii) whose effect continues beyond a period of two months from receipt of the notification by the recipient Party and when the Parties are unable to adapt the Contract to the new circumstances arising from the Force Majeure event, either Party may terminate this Contract by registered letter with acknowledgement of receipt.

12.3 Effects of the termination - Reversibility

In the event of expiry or termination of this Contract for any reason whatsoever, (i) all the Customer's rights of access and use will cease immediately, (ii) all Confidential Information provided by either Party to the other under this Contract will be returned at the first request of the other Party to be notified within 30 days of the expiry or termination, (iii) (iv) all costs and prices due under an Order and unpaid will become immediately due and payable.

Upon request, within a maximum of 60 days from the termination of the Contract and within the framework of an Additional Services Order, the Service Provider will deliver a copy of the Customer Data which is on the SXD Platform to the Customer. If the Customer has more requirements in terms of reversibility, which may be satisfied by the Service Provider, they will be identified in said Additional Services Order

The provisions of Articles 9 to 15 and 19 of the Contract shall remain in force and survive any termination or cancellation of the Contract for any reason whatsoever.

Article 13. Confidentiality

Each Party undertakes to keep confidential any information, other than Customer Data, that it receives from the other Party, and in particular not to disclose the confidential information of the other Party to any third party, other than agents or employees on a need-to-know basis, and only to use the confidential information of the other Party to exercise its rights and fulfil its obligations under the Contract.

The Parties also undertake to ensure compliance with these stipulations by their staff and by any employee or third party who may intervene in any capacity whatsoever within the framework of the Contract.

This confidentiality obligation is stipulated for the duration of the Contract and for a period ending two (2) years after the end of the Contract. It will continue notwithstanding the termination of the Contract. It will only be extinguished, if applicable, when the information concerned has fallen into the public domain.

Article 14. Compensation

In all cases of recourse against the Service Provider, its Affiliates and/or its subcontractors as well as its directors, employees or agents (hereinafter collectively referred to in Articles 14 and 15 as "Indemnified Persons") by any third party as a result of a fault or an act attributable to the Customer, its Affiliates and its subcontractors as well as its directors, employees or agents, the Customer shall hold the Service Provider

and/or other Indemnified Persons harmless from all damage, losses and other consequences, including court costs and lawyer's fees, borne by the Service Provider and other Indemnified Persons or their dependents or imposed on them by any court decision, mediation, arbitration or any amicable agreement as a result of such recourse (hereinafter the "Damage").

In addition, in the case of third-party claims, including by the Customer's customers, against the Service Provider and other Indemnified Persons in connection with the SaaS Service provided under this Contract, for any reason, including in the event of a fault by the Service Provider and the other Indemnified Persons, the Client will hold the Service Provider and the other Indemnified Persons harmless against all Damage when the total amount of such Damage reaches, for this Contract, the ceiling referred to in Article 15 below.

Article 15. Limitation of liability

Each Party will endeavor to minimize any damage suffered by it, by a third party or by the other Party, due to or in connection with the Services.

Notwithstanding any other provision of this Contract, if the Service Provider and/or other Indemnified Persons is liable based on a breach of Contract or in tort, for any reason whatsoever, including the fault of the Service Provider and/or other Indemnified Persons in connection with this Contract or the SaaS Service provided by the Service Provider, and regardless of the number of events, recourse or damage, with the exception of damage suffered by the Customer due to gross negligence or intentional misconduct of the Service Provider and/or Indemnified Persons or any bodily injury, it is agreed between the Parties that the total compensation that may be claimed by the Customer for any direct damage arising under this Contract and exclusively attributable to the Service Provider and/or Indemnified Persons is capped for this Contract at the amount equal to an one year's annual fee as provided for in the SaaS Service Order and, where applicable, increased by the Additional Service Order in question.

Notwithstanding any other provision of this Contract, under no circumstances will the Service Provider be liable to the Customer for any consequential loss or damage, including but not limited to work delays, schedule disruptions, acceleration costs, loss of production, operating loss, loss of profits, loss of use, loss of contracts, damage to image, all losses or damage or claims or an economic nature and any loss or damage to Works/Projects (whether or not all the losses, damage or events mentioned in this clause have been caused by the fault of the Service Provider or other Indemnified Persons) arising in connection with this Contract or the Services provided by the Service Provider.

The Customer recognizes that only itself can predict and quantify any damage which is likely to suffer in case of difficulties arising during the performance of this Contract and that the terms and conditions (in particular the financial conditions) of this Contract have been agreed to in view of the limitations and exemptions from liability of the Service Provider set out in this Article.

In general, unless the Customer brings an action for damages against the Service Provider within a period of one (1) year as of the occurrence of the damage, the Customer will be deemed to have waived its right to invoking the potential contractual breach and its action against the Service Provider will be definitively time-barred.

These provisions shall survive the event of termination of the Contract for whatsoever reason, and even in the event of an judicial cancellation or termination of the Contract.

Article 16. Audit

To ensure compliance with its obligations related to the security and protection of personal data, audits may be performed, by the Customer or any person commissioned by it, who is not a competitor of the Service Provider and/or of its possible subcontractors and contractually bound by a confidentiality obligation in accordance with the conditions set out in these GCS, at the Customer's expense, within the limit of one audit per calendar year.

The Customer must notify the Service Provider of the exercise of its audit right, by registered letter with acknowledgement of receipt,

observing a notice period of thirty (30) working days and indicating the identity of the auditor, the Services concerned by the audit and its duration. Unless otherwise provided by law, the audit will be carried out on documents and may not last for more than two days. The time spent by the SIXENSE teams will be paid on a time-spent basis according to the daily rate of the Additional Services.

The Customer must send the Service Provider the report of the audit carried out, containing all possible points of non-compliance. The Service Provider may dispute any point that it considers inappropriate within ten (10) working days from the date of receipt of said report.

In case of persistent disagreement on any points of non-compliance, the Parties will meet as soon as possible and within a maximum of ten (10) working days to implement an appropriate corrective action plan with a time frame for implementation.

Article 17. Insurance

Each Party declares that it has taken out, on the day of signing the Contract, civil and professional liability insurance policy with a reputable insurance company, for all damage that may result from the performance of this Contract. Each Party will pay the related premiums for the duration of the Contract and will justify this to the other Party, on simple request. In addition, the Customer acknowledges and agrees that it is responsible for insuring itself against all risks that it alone deems appropriate in view of its situation and the terms of this Contract.

Article 18. Customer Reference

The Customer expressly agrees (i) that the Service Provider may identify it as the recipient of the SaaS Service and use and reproduce its logo in commercial presentations, marketing materials, press releases and websites and (ii) to define a brief customer profile that the Service Provider may use for promotional purposes and (iii) the personal data of its staff transmitted by it may be used by the Service Provider for the performance of this Contract in compliance with the applicable legislation on the law of personal data.

Article 19. Dispute settlement - Applicable law

To find a solution to any dispute arising in connection with the interpretation, performance or termination of the Contract, the Parties agree to meet within 15 days of receipt of a registered letter with acknowledgement of receipt, notified by one of the Parties, requesting the organization of an ad hoc meeting for amicably settling the dispute. If, at the end of the meeting, the Parties cannot reach agreement or in the absence of a meeting, within 30 days following the sending of the registered letter with acknowledgement of receipt, each Party will be free to resume its freedom of action. The Parties undertake to bring any dispute or controversy arising between them directly or indirectly from this Contract or in relation to an interpretation on the performance or non-performance of obligations under the terms and conditions of said Contract by one of the Parties before the Commercial Court of Nanterre, in French, and even in case of multiple defendants.

This Contract is governed by French law.

Article 20. Miscellaneous provisions

20.1 Neither Party may be held liable for any breach of any of its obligations if such breach results from an external and unforeseeable event, hereinafter a "Force Majeure" event. The Party invoking Force Majeure is obliged to notify the other Party by registered letter with acknowledgement of receipt of the occurrence of the event or circumstance that qualifies as Force Majeure, indicating its duration and its foreseeable consequences, within 5 days of its occurrence.

If such Force Majeure events occur, the Parties will endeavor in good faith to take all reasonably possible steps to continue the performance of the Contract or to reduce the consequences of the Force Majeure event.

Notwithstanding any other provision of this definition, Force Majeure does not apply to the payment obligations of one Party to another under the Contract.

20.2 Within the framework of the performance of the Contract, the Parties will act at all times independently of one another and the Contract shall not be interpreted as creating any subsidiary or joint venture or de facto company. Neither Party may, without a special,

written, express and prior mandate from the other Party, be considered the representative of the other Party, in any capacity and under any form whatsoever.

20.3 The Customer expressly authorizes the Service Provider in advance to assign the Contract to any company of the Service Provider's Group, provided it has equity links with said Group, without any other formality. The assignment of the Contract will be binding on the Customer as soon as it is notified. By express agreement, in case of assignment, the Customer hereby releases the Service Provider from any joint and several liabilities with the assignee entity. Accordingly, the assignment of the Contract also transfers to the assignee entity all debts arising prior to and subsequent to the assignment. The assignee entity may oppose against the Customer the exceptions inherent in the Contract, such as invalidity, the exception of non-performance, termination or the off-setting of related debts.

20.4 The titles and headings of this Contract are indicative and have no legal value. The fact that one of the Parties does not require the application of any clause of these GCS may not be interpreted, for the future, as a waiver of the clause in question. The invalidity of a clause does not entail the invalidity of these GCS; the Parties will come together to replace this clause with a new clause respecting the economy and the philosophy of the Contract.

20.5 For the performance of the Contract and all subsequent related matters, the Parties respectively elect domicile at their registered offices.

APPENDIX 1
END USER LICENSE AGREEMENT (EULA)
For the SIXENSE Digital Platform

This EULA applies to Users named by the Customer as being authorized, under the Contract and any resulting Order, to access and use the Service Provider's Saas Service ordered by the Customer.

1. Under this EULA, as a User, you have the right to access the SXD Platform from a fixed or mobile terminal, whose specifications have been given to the Customer and a personal, non-exclusive, non-assignable and non-transferable right to use the SXD Platform limited to the Work/Project designated by the Customer, to the exclusion of any other purpose.

2. You do not benefit from any other intellectual property right, or from any other title on the software and the Application composing the SXD Platform as well as the methodologies made available, which remain our property and/or that of our partners who publish them. You will take all necessary precautions to preserve the intellectual property rights associated with the SXD Platform and you may not copy or disclose any technical information relating to the Platform to third parties without our prior written authorization. You agree not to use/study the SXD Platform in order to develop an equivalent system and/or use our methodologies.

3. You expressly undertake not to make any use of the SXD Platform other than that referred to above, including without limitation any adaptation, modification, translation, arrangement, distribution, decompilation or reproduction.

4. Your login credentials are provided to you personally and are reserved for you to access the SXD Platform, to protect the integrity and available of the Digital Site Platform and to access the data exchanged on the SXD Platform. As these login credentials are personal and confidential, you agree to keep them secret and not to communicate them to a third party.

5. You are solely responsible for the quality, legality and relevance of the data and content you enter and process in the SXD Platform.

6. You agree to keep all information relating to this EULA, the SXD Platform and its documentation confidential and you undertake not to communicate it to any third party, and to use such information only to exercise the rights of use arising from this EULA.

7. Once our mission has ended and/or if the Customer deletes your access codes (login credentials), you no longer have access to the SXD Platform.

8. THIS EULA IS GOVERNED BY FRENCH LAW. ANY DIFFICULTIES RELATING TO THE FORMATION, EXECUTION OR INTERPRETATION OF THIS EULA WILL FALL UNDER THE EXCLUSIVE JURISDICTION OF THE HIGH COURT OF NANTERRE.