General Terms and Conditions for Resale of TELELOGOS Software ("Software GTCR")

1. DEFINITIONS

"Purchase Order" refers to the purchase order, available on the TELELOGOS website at the following address https://www.telelogos.com/en/legal/ which – for each Customer the PARTNER wishes to resell the Software to, in application of the Software Partnership Agreement – is completed by the PARTNER and submitted to TELELOGOS for acceptance. The Purchase Order specifies the particular technical and financial terms and conditions applicable to the Customer.

"Software GTCR" refers to the General Terms and Conditions of Resale of the Software communicated to and accepted by the PARTNER on the date of conclusion of this agreement, available in the Partner area of the TELELOGOS website at the following address https://www.telelogos.com/en/legal/. These terms and conditions govern the contractual relationship between TELELOGOS and the PARTNER.

"Associated Services GTCU" refers to the General Terms and Conditions of Use of the Associated Services, available in the Partner area of the TELELOGOS website at the following address https://www.telelogos.com/en/legal/. These terms and conditions govern the contractual relationship between TELELOGOS and every Customer, Software user, receiving and/or having subscribed to one or several Associated Services.

"Customer" refers to the customer of the PARTNER to which the PARTNER resells the TELELOGOS Software in Purchase Mode or Subscription Mode.

"**Software Partnership Agreement**" refers to the partnership agreement between TELELOGOS and the PARTNER for the resale of the Software, which sets out the particular terms and conditions applicable to the contractual relationship between TELELOGOS and the PARTNER. The Software Partnership Agreement and the Software GTCR form a contractual whole, setting out all the terms and conditions applicable to the partnership between the PARTNER and TELELOGOS.

"Customer Agreement" refers to the agreement entered into between the PARTNER and the Customer for the use of a Software solution in Purchase Mode or Subscription Mode, which must specify and include all of the rights, obligations and responsibilities of TELELOGOS that are provided for in the Software GTCR and in the Associated Services GTCU.

"**Patch**" is a change to the Software that allows a Malfunction to be resolved without having to wait for a new Major or Minor Version to be released.

"**Malfunction**" refers to a fault, an anomaly or a non-conformity in relation to the technical documents for the Software; the Malfunction is (i) "**Critical**" when it makes it impossible to use a Software function and there is no alternative workaround solution,

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(ii) "**Major**" when the Malfunction makes it impossible to use a Software function but it may be worked around using a palliative solution, and (iii) "**Minor**" when it does not impede use of the Software.

"**Upgrade**" refers to a change to the Software, integrating the development of a new function or new service, the support of a new environment, a new interface, a new configuration and/or a performance improvement.

"**Software**" means a set of elements as defined and listed in **Annex 1** of the Software Partnership Agreement, which is developed and published by TELELOGOS.

"**Purchase Mode**" means the PARTNER obtains from TELELOGOS, in the name of and on behalf of his or her Customer, a license to use the Software for an indefinite period. The Purchase Mode does not give the PARTNER any right to offer to its Customers rental services on the Software.

"**Subscription Mode**" means the PARTNER obtains from TELELOGOS, in the name of and on behalf of his or her Customer, a temporary right to use the Software.

"**PARTNER**" means any professional who has entered into a Software Partnership Agreement with TELELOGOS, for the purpose of distributing one or more Software solutions in Purchase or Subscription Mode to his or her clientele, and for this purpose having obtained the title of Certified Partner; and thus being able to provide Associated Services directly to his or her Customers.

"**Parties**" refers to both TELELOGOS and the PARTNER; it being specified that the term "Party" (in the singular) refers to TELELOGOS or the PARTNER individually, as the case may be.

"**Associated Services**" refers to the support service (the "**Support Service**") and maintenance service (the "**Maintenance Service**"), defined in the Associated Services GTCU, relating to a Software solution and supplied directly by TELELOGOS or indirectly via a PARTNER, to a Customer (i) receiving the Maintenance Service as part of the Subscription Mode use of a Software solution, or (ii) who has subscribed to the Support and/or Maintenance Services, as part of the use of a Software solution in Purchase Mode or Subscription Mode.

"**Territory**" refers to the commercial territory defined in **Annex 3** of the Software Partnership Agreement, where the PARTNER may resell the Software.

"**Patch Version**" is a new version of the Software that encompasses several Patch solutions.

"**Currently-for-sale version**" refers to the latest version of the Software published by TELELOGOS.

"**Major Version**" is a new version of the Software that provides substantial upgrades.

"**Minor Version**" is a new version of the Software that provides enhancements to a Major Version in terms of new features and patches.

2. SUBJECT – CONTRACTUAL FRAMEWORK

The object of these Software GTCR is to define the terms and conditions of the partnership between TELELOGOS and a PARTNER, whereby TELELOGOS grants to the PARTNER a non-exclusive and non-transferable right to resell the Software in Purchase Mode or Subscription Mode, on the Territory, to its current, potential or future customers, for their operational needs.

The contractual relationship between the PARTNER and TELELOGOS is governed by the stipulations of the Software Partnership Agreement, the Software GTCR, the Associated Services GTCU and the Purchase Orders, which form a contractual whole, hereinafter the "**Agreement**".

THE PARTNER DECLARES THAT IT HAS READ THE SOFTWARE GTCR, ASSOCIATED SERVICES GTCU AND THE TERMS OF THE SOFTWARE PARTNERSHIP AGREEMENT BEFORE ENTERING INTO A CONTRACT WITH TELELOGOS, AND HAS THEREFORE PREVIOUSLY ACCEPTED THEM WITHOUT RESERVATION. THE PARTNER THEREFORE WAIVES THE RIGHT TO RELY ON ANY CONTRADICTORY DOCUMENT, IN PARTICULAR ITS OWN GENERAL TERMS AND CONDITIONS, WHERE APPLICABLE, WHICH SHALL NOT BE ENFORCEABLE AGAINST TELELOGOS IN THE CONTEXT OF THE PERFORMANCE OF THE AGREEMENT EVEN IF TELELOGOS HAS BEEN MADE AWARE OF THEM.

THE PARTIES DECLARE THAT THEY ARE LEGALLY AND FINANCIALLY INDEPENDENT LEGAL PERSONS AND ACT IN THEIR OWN NAME AND UNDER THEIR SOLE RESPONSIBILITY. EACH PARTY SHALL CONSEQUENTLY REFRAIN FROM MAKING A COMMITMENT IN THE NAME AND ON BEHALF OF THE OTHER PARTY, WHICH IT CANNOT UNDER ANY CIRCUMSTANCES SUBSTITUTE.

THE PARTIES DECLARE THAT THE SOFTWARE PARTNERSHIP AGREEMENT CANNOT UNDER ANY CIRCUMSTANCES BE VIEWED AS A PUBLIC INTEREST MANDATE OR A COMMERCIAL AGENCY CONTRACT, IN PARTICULAR WITHIN THE MEANING OF ARTICLE L. 134-1 OF THE FRENCH COMMERCIAL CODE.

THE PARTNER ACKNOWLEDGES THAT IT (i) HAS RECEIVED THE NECESSARY INFORMATION TO BASE ITS CONSENT PRIOR TO ENTERING INTO THE AGREEMENT, (ii) HAS BEEN ASSURED OF THE SUITABILITY OF THE SOFTWARE TO ITS NEEDS AND TO THOSE OF ITS CUSTOMERS, AND (iii) HAS THE NECESSARY COMPETENCE TO DISTRIBUTE THE SOFTWARE IN PURCHASE MODE OR SUBSCRIPTION MODE ACCORDING TO THE TERMS OF THE AGREEMENT.

THE PARTNER DOES NOT BENEFIT FROM ANY EXCLUSIVITY RIGHTS FROM TELELOGOS UNDER THE AGREEMENT.

3. COOPERATION BETWEEN THE PARTIES

The Parties shall cooperate in good faith for the purposes of the performance of the Agreement. They undertake to behave fairly and in particular to inform each other of any difficulties they may encounter in the performance of the Agreement. For this reason, the Parties will meet once every six months to review the implementation of the Agreement, Customer feedback about the Software (quality, difficulties encountered, desired enhancements).

The PARTNER undertakes to inform TELELOGOS of any change in its situation or business activity without delay.

4. RIGHTS AND OBLIGATIONS OF THE PARTNER

4.1. Distribution rights

Under the Agreement, TELELOGOS grants to the PARTNER, for distribution purposes, a non-exclusive and non-transferable right to resell the Software on the Territory to its current, potential or future customers, in Purchase Mode or Subscription Mode, for their operational needs.

In particular, this right entitles the PARTNER, subject to them fulfilling their obligations under the Agreement, to resell to their Customers, for the latter's own and exclusive needs:

- Software licenses (in Purchase Mode) or temporary rights to use the Software (in Subscription Mode);

- expansions of the licenses and/or temporary Software use rights;

- the Associated Services; and

- Software updates for Customers not receiving the Maintenance Service.

The PARTNER agrees to:

- actively present and distribute the Software within the Territory in strict compliance with the terms and conditions set out in the Agreement and with the due diligence of a reputable professional entity;

- perform its contractual obligations in accordance with best industry standards and practices;

- ensure its marketing and distribution practices and communication relating to the resale of the Software respect TELELOGOS' image, brand and positioning and comply with TELELOGOS' quality standards, and comply with applicable regulations;

- run the Software on its own servers or on servers hosted on its behalf for the purposes of distributing the Software in Subscription Mode;

- send to TELELOGOS, when each order is placed, all of the information necessary for setting up and monitoring the licenses and/or the temporary software use rights;

- inform the Customers it has distributed the Software to in Purchase Mode whenever a new Major Version is released by TELELOGOS no later than one (1) month after TELELOGOS has informed the PARTNER of its availability; and

- inform TELELOGOS, at the latter's request, of its forecasts for the resale of the Software and Associated Services.

The Software licenses and the temporary Software use rights that the PARTNER obtains on behalf of its Customers from TELELOGOS, are personal to each Customer and, consequently, neither the PARTNER nor the Customer may transfer and/or assign them in any way whatsoever. Furthermore, the PARTNER may not use the Software licenses

and the temporary Software use rights that TELELOGOS has supplied to them on behalf of their Customers, for their own operational purposes.

Insofar as the PARTNER is not acting in the capacity of agent or representative of TELELOGOS, the latter will be the only Party that is contractually bound towards its Customers. TELELOGOS will therefore not be liable for the Customer Agreements between the PARTNER and its Customers; the PARTNER assuming all of the responsibilities towards its Customers.

The PARTNER shall ensure that all of the documents handed to its Customers, as well as the Customer Agreement, comply with the Agreement, and do not contravene any of the rights, obligations and/or limits of liability of TELELOGOS set out in said Agreement.

THIS IS AN EXPRESS PRECONDITION FOR TELELOGOS' CONSENT TO THE CONCLUSION OF THE AGREEMENT.
In particular, the PARTNER agrees:

- **in the event of a resale of the Software in Purchase Mode**: to provide the Customer concerned with: (i) the license agreement published by TELELOGOS that accompanies the resold Software, (ii) the technical documentation relating to the resold Software published by TELELOGOS, and (iii) where applicable, if the Customer subscribes to the Associated Services offered by TELELOGOS, a copy of the Associated Services GTCU; and
- **in the event of the resale of the Software in Subscription Mode**: to provide the Customer concerned with: (i) the technical documentation relating to the resold Software published by TELELOGOS, and (ii) a copy of the Associated Services GTCU. The Customer Agreement between the PARTNER and the Customer for the use of a Software package in Subscription Mode must specify the content and terms of the temporary software use rights that TELELOGOS has granted to the Customer via the PARTNER. The PARTNER shall ensure and guarantees that their Customers are using correctly the temporary use rights granted as part of any resale in Subscription Mode.

4.2. NFR License

The PARTNER receives an NFR License – or *Not For Resale* License from TELELOGOS. This NFR License is assigned for the duration of the Agreement, to be used exclusively for tests, demonstrations and sales promotions. This NFR License is free-of-charge.

The resale of the NFR License being prohibited, the PARTNER agrees not to sell or use it commercially.

4.3. Services to the Customer

The PARTNER, in its capacity as Certified Partner, retains sole and full responsibility, for all the service provisions necessary for the Software use by its Customers. It undertakes to supply its Customers with quality services and not to damage the image of the Software or of TELELOGOS.

Nevertheless, it may, pursuant to the terms of the Agreement, resell and supply its Customers, directly or indirectly, via TELELOGOS, all or part of the Associated Services. In the event of a resale of the Associated Services, the PARTNER shall sign, with the

Customer concerned, a contractual document that contains the terms and conditions of the Agreement, and especially of the Associated Services GTCU.

The Associated Services may be supplied, where applicable, by TELELOGOS, under the conditions defined in the Associated Services GTCU.

4.4. Right to use the Trademark

The PARTNER has the non-exclusive right to use the trademark, logo and any other distinctive TELELOGOS sign related to the Software (the "**Brand**") for the sole purpose of performing the Agreement. The elements relating to the Brand that may be used by the PARTNER are transmitted to the latter by TELELOGOS upon request.

THE PARTNER ACKNOWLEDGES THAT THE NON-EXCLUSIVE USE OF THE TRADEMARK GRANTED TO IT UNDER THE AGREEMENT DOES NOT CONFER ANY INTELLECTUAL PROPERTY RIGHTS ON THE PARTNER.

UNLESS EXPRESSLY AGREED BY TELELOGOS, THE PARTNER MAY NOT DISTRIBUTE THE SOFTWARE UNDER A "WHITE LABEL".

The PARTNER may inform the public that it is a TELELOGOS authorized distributor with the right to advertise the Software, and more generally to make direct public use of the Brand in order to promote and distribute the Software under the conditions provided for in the Agreement. It may promote the Software by whatever means and on whatever medium, including the Internet, provided that this promotion respects TELELOGOS' commercial policy, image and positioning.

TELELOGOS may oppose any promotional measures that do not comply with the above conditions and the PARTNER undertakes to withdraw, without delay, any means of promotion that is contested by TELELOGOS.

The PARTNER undertakes to ensure that all communication media comply with the technical characteristics of the Software.

The PARTNER may use the Software documentation available and freely accessible on the TELELOGOS website, without making any changes to it.

The PARTNER shall immediately inform TELELOGOS of any counterfeiting, parasitism or unfair competition, or any other illegal practice likely to harm the Software that may come to its attention.

4.5. Certified Partner Classification

To be classified as a TELELOGOS Certified Partner, the PARTNER must appoint at least one technical employee from among its staff to obtain the TELELOGOS certification for the Software.

The technical employee appointed by the PARTNER must pass a knowledge test offered free-of-charge by TELELOGOS; TELELOGOS will send them a questionnaire, as well as the assessment scale. If the result of the knowledge test is positive, TELELOGOS will award the technical employee the certification for the Currently-for-Sale Version of the Software concerned.

For the whole duration of the Agreement, the PARTNER shall maintain from among its staff, as a minimum and continuously, at least one technical employee certified by TELELOGOS on the Currently-for-Sale Version of the Software.

THE PARTNER ACKNOWLEDGES AND ACCEPTS THAT THIS COMMITMENT TO MAINTAIN A CERTIFIED TECHNICAL EMPLOYEE WITHIN ITS STAFF IS A MANDATORY AND PREREQUISITE CONDITION TO OBTAINING AND KEEPING THE CLASSIFICATION AS CERTIFIED PARTNER.

In the event that the PARTNER no longer has at least one technical employee among its staff who is certified under the foregoing conditions, the PARTNER undertakes to remedy the situation within a period of (3) months. Failing that, the Agreement will be terminated ipso jure under the conditions of Article 8 below.

5. RIGHTS AND OBLIGATIONS OF TELELOGOS

5.1. Provision of the licenses and/or temporary Software use rights

TELELOGOS shall provide the PARTNER, on behalf of its Customers and according to the order, delivery and invoicing terms and conditions specified in Article 6 below:
- licenses for the PARTNER's Customers who wish to use a Software solution in Purchase Mode;
- temporary use rights for the PARTNER's Customers who wish to use the Software solution in Subscription Mode;
- expansions of the licenses and/or temporary Software use rights; and
- an NFR License under the terms of Article 4.2 above.

5.2. Support Service

TELELOGOS provides the PARTNER with a Support Service according to its capacity as a Certified Partner. The terms and conditions of this Support Service are described in the Associated Services GTCU.

5.3. Third-party software

TELELOGOS may offer third-party software produced by other authors that complements the Software. The PARTNER may, for resale purposes, obtain the licenses for this third-party software from TELELOGOS. For this purpose, the PARTNER shall request a quote from TELELOGOS for every third-party software license that it wishes to resell to its Customers.

The guarantees that apply to this third-party software are those of its publishers, and TELELOGOS does not provide any guarantee over them.

6. COMMERCIAL TERMS, INVOICING, PAYMENTS

6.1. Pricing conditions

The pricing conditions applicable to the PARTNER and TELELOGOS are indicated in **Article 3** of the Software Partnership Agreement and specified, for each Customer, in the Purchase Order.

In this context, TELELOGOS supplies the PARTNER with:
- its recommended retail prices for the resale of Software in Purchase Mode, and for any expansions and updates;
- a subscription fee price list, not including taxes, for the use of the Software in Subscription Mode, established according to the duration of the use rights, the number ranges of the use rights and the subscription fee payment method (quarterly or annually); and
- its recommended retail prices for the Associated Services.

THE PARTNER IS FREE TO SET THEIR OWN RESALE PRICES FOR THEIR CUSTOMERS AND THEY ARE RESPONSIBLE FOR INVOICING THEIR CUSTOMERS THEMSELVES. THE PARTNER AGREES TO RESPECT THE IMAGE OF TELELOGOS AND THE APPLICABLE SALES REGULATIONS WHEN SETTING ITS RESALE PRICES AND ITS RE-INVOICING POLICY.

6.2. Ordering

Any order for a license (resale in Purchase Mode) or for a temporary Software use right (resale in Subscription Mode) on behalf of a Customer and any order for Associated Services shall be subject to a Purchase Order by the PARTNER containing the information specified in *Annex 4* of the Software Partnership Agreement.

Any expansion and any renewal of the license or the temporary use right shall be the object of a new Purchase Order that TELELOGOS will attach to the previous Purchase Order.

6.3. Delivery

TELELOGOS undertakes, without delay after receipt of the Purchase Order, to:
- validate the feasibility of making the Software available to the Customer under Purchase Mode or Subscription Mode; and
- within no later than fifteen (15) calendar days following receipt of the Purchase Order, unless requested/agreed otherwise, shall supply the licenses and/or temporary Software use rights for the Customer concerned, pursuant to the conditions specified in the Purchase Order.

For every order, TELELOGOS shall send the following to the PARTNER by email:
- a link that allows the Software to be downloaded digitally. Once the Software has been downloaded, transfer the legal custody of the Software to the PARTNER. If it is impossible to digitally download the Software, the PARTNER will inform TELELOGOS of this in writing. TELELOGOS will have five (5) working days to offer another means for supplying the Software. If it is impossible to deliver the Software to the PARTNER before this period has elapsed, the PARTNER is entitled to cancel their order within no more than five (5) working days; and
- the registration keys corresponding to the new order or an expansion for the Customer concerned. Each registration key that the PARTNER installs on its servers or those of the Customer, contains: the Customer's name, the number of the server on which the registration key is installed, the date when the rights will cease to be valid and the total number of temporary use rights ordered on behalf of the Customer.

THE PARTNER MUST HAVE THE NUMBER OF REAL RIGHTS THAT IT USES FOR EACH CUSTOMER. WHEN ALL OF THE USE RIGHTS OF THE REGISTRATION KEY ARE IN USE, THE PARTNER CAN NO LONGER INSTALL NEW "CLIENT" MODULES FOR ITS CUSTOMER, AND MUST THEN ORDER FROM TELELOGOS AN EXPANSION OF THE TEMPORARY USE RIGHTS CORRESPONDING TO ITS ADDITIONAL NEEDS.

EACH ORDER ONLY BECOMES EFFECTIVE UPON RECEIPT BY THE PARTNER, ON BEHALF OF THE CUSTOMER CONCERNED, OF THE LICENSES AND THE TEMPORARY SOFTWARE USE RIGHTS CONTAINED IN THE ORDER.

TELELOGOS RESERVES THE RIGHT TO REFUSE TO PROVIDE TEMPORARY LICENSES OR USE RIGHTS TO A CUSTOMER OF THE PARTNER WITH JUST CAUSE (CUSTOMER'S BUSINESS ACTIVITY NON-COMPLIANT WITH APPLICABLE REGULATIONS, ONGOING DISPUTE WITH THE CUSTOMER, ETC.). IN SUCH CIRCUMSTANCES, TELELOGOS SHALL INFORM THE PARTNER WITHOUT DELAY UPON THE RECEIPT OF THE PURCHASE ORDER.

TELELOGOS RESERVES THE RIGHT TO SUSPEND A CUSTOMER'S TEMPORARY USE RIGHTS AT ANY TIME IN ORDER TO PREVENT DAMAGE, LIABILITY, SANCTIONS, OR FOR ANY OTHER SIMILAR VALID REASON, IN THE EVENT OF UNLAWFUL CONDUCT BY THE CUSTOMER OR THE CUSTOMER'S FAILURE TO COMPLY WITH ANY APPLICABLE CONTRACTUAL PROVISION. THE PARTNER WILL BE INFORMED OF ANY SUSPENSION OF ITS CUSTOMER'S TEMPORARY SOFTWARE USE RIGHTS, AND OF THE UNDERLYING REASON FOR IT. THIS NOTIFICATION WILL SPECIFY WHETHER THE SUSPENSION IS TEMPORARY OR DEFINITIVE.

6.4. Invoicing and payment

6.4.1. Purchase Mode

TELELOGOS shall invoice the PARTNER for the Software license and also for the fees and charges due for Associated Services for the purpose of their resale to the Customer.

The invoices shall be prepared based on the retail prices recommended by TELELOGOS, to which a discount is applied, as provided for in the annex to the Software Partnership Agreement. In the event of an increase in the retail prices recommended by TELELOGOS, the new prices will apply to all new Purchase Orders issued within two (2) months of the notification and the communication of the new prices to the PARTNER.

The invoices are prepared without taxes and applicable contributions, net and without discount, no later than sixty (60) days from the invoice issue date.

For every first order, the PARTNER must pay TELELOGOS a down payment of thirty percent (30%) for all the products and services ordered.

TELELOGOS shall determine an outstanding credit amount for the PARTNER at all times. TELELOGOS shall inform the PARTNER of the limit it will grant to the latter upon signing the Software Partnership Agreement. The outstanding credit amount is equal, at all times, to the amount of the unpaid invoices and the loan payments in circulation. As soon as the outstanding credit amount exceeds the limit that TELELOGOS has granted the PARTNER, it will inform the latter. In such a circumstance, the issued invoices and

new orders must immediately be paid in full by the PARTNER, until the outstanding amount is less than the limit that TELELOGOS has granted the PARTNER.

6.4.2. Subscription Mode

TELELOGOS shall invoice the PARTNER for the subscription fees due for the temporary use rights that the PARTNER has subscribed on behalf of its Customers, based on the unit price list for subscriptions that appears as an annex to the Software Partnership Agreement.

The unit price list for subscriptions is valid for the entire initial period for which the Customer has subscribed to the temporary use right concerned. In the event of a rise in the subscription unit price list, the new prices will apply to all of the new Purchase Orders issued within two (2) months of the notification and communication of the new list to the PARTNER.

The PARTNER can choose to pay the subscription fees due to TELELOGOS in advance:
- either through direct debits for subscription fees paid on a quarterly basis;
- or through direct debits or bank transfers or checks for subscription fees paid on an annual basis.

This choice cannot be modified during the execution of the Agreement.

The date on which the initial Software registration key for the temporary software use right is provided to a Customer, TELELOGOS will issue the first invoice and determine the invoicing period.

If there is an option to make quarterly payments: any order that is placed for an expansion of the use rights will give rise to a first (1st) additional subscription fee, payable in arrears. This subscription fee, calculated on a *pro rata* basis, between the order date for the expansion and the last day of the quarterly period in which the Purchase Order was issued, will be added to the next subscription fee.

In case of option for the annual payment: any order for the expansion of use rights shall incur a first (1st) additional subscription fee, payable in arrears and calculated on a *pro rata temporis* basis from the expansion order date to the Purchase Order renewal date.

When an expansion order is placed between the first (1st) and the fifteenth (15th) of the month, the *pro rata temporis* calculation will include the entire month: when the order is placed after the fifteenth (15th) of a given month, the *pro rata temporis* is calculated based on the first (1st) day of the following month.

The invoices are prepared without applicable taxes or contributions, and they are payable, net and without discount, no later than sixty (60) days from the invoice issue date.

6.4.3. Associated Services

For each Customer, the PARTNER shall pay TELELOGOS the annual fees payable in advance, which are payable for the Associated Services, supplied directly by

TELELOGOS, and calculated for all of the licenses and/or temporary Software use rights for the Customer concerned.

TELELOGOS will issue an invoice to the PARTNER for the first fee on the date when the Associated Services in the Purchase Order come into effect.

The amount of this fee before tax (F1) is calculated based on the theoretical fee for one (1) year (Fth), reduced on a *pro rata* basis by the number of days (Nbd) still remaining between the effective start date of the agreement and December 31 of the current year.

Thereafter, each time that the PARTNER orders from TELELOGOS an expansion to the license and/or temporary use right for this Customer, it must simultaneously order a renewal of the Associated Services for the additional licenses and/or temporary use rights ordered.

The calculation of the fee (FExt 1) for this renewal is identical to F1 but for the number of additional licenses/temporary use rights that the Customer orders from the PARTNER and reduced on a *pro rata* basis by the number of days still remaining between the renewal order date and the next December 31.

The first theoretical fee (Fth) for one (1) year is calculated in the following way:

Fth = [(Total retail price before tax of the licenses/temporary use rights) x Maintenance or User Support Rates] – PARTNER discount, it being specified that:

- the "Total price before tax of the licenses/temporary use rights" is calculated based on the retail price, before tax, recommended by TELELOGOS, and for all of the licenses/temporary use rights acquired or ordered by the Customer;
- the "Maintenance Rate" or the "Support Rate" are the public rates recommended by TELELOGOS for the licenses/temporary use rights;
- the "PARTNER discount" is indicated in the form of a discount rate in the annex to the Software Partnership Agreement.

The first fee F1 is then calculated according to the formula: F1 = Fth x (Nbd/365).

TELELOGOS will issue invoices to the PARTNER for the amount before tax of subsequent fees for Associated Services on the first (1st) January each year. This amount, established for periods of one (1) calendar year, is reviewed each year to take into account the increase, since the first (1st) of January of the previous year, of:
- the SYNTEC index on the one hand;
- the increase in the number of licenses and/or temporary use rights the Customer has following its orders for expansions on the other.

This amount will be calculated as follows: Fyear = Fyear-1 x Syear / Syear-1 + FExt year-1, it being specified that:
- Fyear = Fee before tax for the new period of one (1) calendar year, after taking into account the SYNTEC index and the increase in the Customer's total number of licenses and/or temporary use rights;
- Fyear-1 = Fee for the previous period of one year (for the second fee or one year, F2 = Fth;

- − Syear = Value of the SYNTEC index on the first (1st) January of the revision;
- − Syear-1 = Value of the SYNTEC index on the first (1st) January of the year prior to the revision;
- − FExt year-1 = Fee for the new period of one (1) calendar year for all the expansions of the Customer's licenses and/or temporary use rights that arose after the previous fee was established;
- − FExt year-1 is the sum of the Fths used to calculate the first fee of each expansion. If no expansion of the Customer's license and/or temporary use rights has been made since the previous fee, FExt year-1 is equal to zero.

TELELOGOS shall inform the PARTNER of the value of the Syntec index upon receiving each order for Associated Services, by specifying it on the Purchase Order that TELELOGOS signs and returns to the PARTNER.

If the SYNTEC index were to disappear, the Presiding Judge of the Commercial Court in the jurisdiction of TELELOGOS' head office shall have exclusive competence to replace it with an appropriate new index.

In early December of each year, TELELOGOS will remind the PARTNER of the list of all its Customers receiving the Associated Services. The PARTNER must then, as quickly as possible, and in any event before December 31 of the same year, send to TELELOGOS any terminations by Customers who no longer need the Associated Services. Failing that, the invoicing for the following year will be established on 1st January.

In January of each year, TELELOGOS will thus send to the PARTNER for the coming year:
- • a statement of all the Associated Services linked to the PARTNER;
- • a detailed invoice of the Associated Services for all of the PARTNER's Customers who receive them.

6.4.4. Late payment

In the event of late payment of an invoice by the PARTNER, i.e. after the date of payment indicated on the invoice, late payment penalties calculated at the rate of three times the applicable legal interest rate of the amount including tax indicated on the invoice, will automatically be charged by TELELOGOS, as of right, without prior formal notice.

In the event of the non-payment or repeated late payments, TELELOGOS reserves the right to:
- • refuse any new Purchase Order submitted by the PARTNER until all outstanding invoices have been paid in full; and
- • terminate the Agreement under the terms of Article 8 below.

6.5. Right to audit

Once a year and at its own costs, TELELOGOS may conduct an audit. The aim of this will be to check the Software operational quality by the PARTNER, the presence of at least one certified technical employee among its staff, as well as the match in the number of licenses ordered/number of temporary use rights subscribed, and those effectively used by the PARTNER, as well as those effectively invoiced by TELELOGOS.

6.6. Business cooperation

TELELOGOS may, when informed that a prospective buyer is interested in the Software, offer to share the prospective buyer's contact details with the PARTNER. If the PARTNER agrees to continue with the prospective customer, it will inform TELELOGOS of this and keep it informed of what happens next.

The PARTNER may request sales advice from TELELOGOS to help it in its search for prospective customers. TELELOGOS may, at the PARTNER's request, participate in sales meetings with the PARTNER, especially to present Upgrades.

Each Party authorizes the other Party to mention its name on a list of references.

7. AGREEMENT DURATION

The Agreement is concluded for a period of one (1) year from the date of signature by the PARTNER of the Software Partnership Agreement and is automatically renewable for successive periods of one (1) year, unless expressly terminated by one of the Parties subject to three (3) months' notice.

The termination of the Software Partnership Agreement by a Party does not require justification.

8. AGREEMENT TERMINATION

The agreement may be terminated before its annual renewal date as defined in Article 7 above under the following circumstances and conditions only:
- by the PARTNER: in the event of total or partial non-performance by TELELOGOS of any of its obligations under the agreement;
- by TELELOGOS, in the event of:
  - repeated delays or defaults in payment of invoices issued in accordance with the provisions of Article 6 above;
  - failure of the PARTNER to perform any of its obligations under the Agreement;
  - loss of classification as Certified Partner under the terms of Article 4.5 above;
  - a change of control of the PARTNER that has not been approved by TELELOGOS; and
  - the initiation of any proceedings for insolvency or non-payment, including a settlement for the benefit of creditors.

The Agreement shall be terminated within thirty (30) days of sending a formal notice to rectify the non-performance, which has hitherto remained unanswered. This formal notice must specifically state the intention to put this clause into effect and terminate the Agreement.

Notwithstanding the above paragraph, automatic termination due to force majeure may only take place sixty (60) calendar days after sending a formal notice. This formal notice must specifically state the intention to put this clause into effect and terminate the Agreement.

IN THE EVENT THAT TELELOGOS HAS ISSUED A FORMAL NOTICE TO THE PARTNER TO ADDRESS A FAILURE, THE LATTER'S ABILITY OBTAIN LICENSES OR USE RIGHTS ON BEHALF OF ITS CUSTOMERS SHALL BE SUSPENDED UNTIL SAID FAILURE HAS BEEN REMEDIED, AS NECESSARY.

The failure by either Party to take action in respect of the non-fulfillment by the other Party of its obligations under the Agreement and/or the early termination of the Agreement cannot be considered in the future a waiver of the early termination obligation/case in question.

TELELOGOS RESERVES THE RIGHT TO REMOVE ANY SOFTWARE ITEM FROM ITS CATALOG, NOTIFYING THE PARTNER OF ITS DECISION BY REGISTERED LETTER WITH ACKNOWLEDGMENT OF RECEIPT, SENT AT LEAST SIX (6) MONTHS PRIOR TO THE EFFECTIVE REMOVAL.

IN SUCH A CIRCUMSTANCE, TELELOGOS MUST PROVIDE A SUPPORT SERVICE FOR THE PARTNER'S BENEFIT FOR A PERIOD OF TWELVE (12) MONTHS FOLLOWING THE REMOVAL OF THE SOFTWARE.

9. EFFECTS OF TERMINATION OF THE AGREEMENT

EXCEPT IN THE CASE OF A FAULT COMMITTED IN THE PERFORMANCE OF THE AGREEMENT, TERMINATION OF THE AGREEMENT AT ITS EXPIRATION DATE SHALL NOT GIVE RISE TO THE PAYMENT OF ANY COMPENSATION BY EITHER PARTY.

Following any request to terminate the Agreement, for any reason whatsoever, the PARTNER may no longer ask TELELOGOS to open licenses and/or temporary use rights in Purchase Mode and in Subscription Mode for its Customers.

IN THE EVENT OF A REQUEST TO TERMINATE THE AGREEMENT OR THE NON-RENEWAL OF AN EXPIRED AGREEMENT:

- THE PARTNER SHALL LOSE, ON THE EFFECTIVE TERMINATION DATE, ITS RIGHT TO DISTRIBUTE AND RESELL THE SOFTWARE TO ITS CUSTOMERS; AND

- THE PARTIES REMAIN BOUND TO FULFILL ALL OF THEIR OBLIGATIONS UNDER THE AGREEMENT VIS-A-VIS CUSTOMERS WHOSE LICENSE AND/OR TEMPORARY USE RIGHTS WOULD STILL BE VALID ON THE DATE OF NOTIFICATION OF THE REQUEST FOR EARLY TERMINATION OR RENEWAL OF THE AGREEMENT IS RECEIVED.

IT IS SPECIFICALLY AGREED BETWEEN THE PARTIES THAT, IF A CUSTOMER WISHES TO TERMINATE EARLY THE SERVICE THEY HAVE SUBSCRIBED TO WITH THE PARTNER (INTEGRATING THE USE OF A TEMPORARY SOFTWARE USE RIGHT IN SUBSCRIPTION MODE), FOR ANY REASON WHATSOEVER, THE SUBSCRIPTION FEES, LICENSE FEES AND CHARGES THAT ARE PAYABLE FOR THIS SUBSCRIPTION TO THE TEMPORARY SOFTWARE USE RIGHTS SHALL STILL BE PAYABLE BY THE PARTNER TO TELELOGOS, FOR THE ENTIRE PERIOD OF THE CURRENT SUBSCRIPTION, BY WAY OF A FINAL AND LUMP-SUM INDEMNITY.

10. LIABILITY OF TELELOGOS

TELELOGOS represents and warrants to the PARTNER that it complies with the regulations applicable to it for the publishing and marketing of the Software.

TELELOGOS is solely responsible for the quality of the Software. Consequently, TELELOGOS guarantees the PARTNER, for the three (3) months following the delivery of the license and/or temporary Software use rights to the PARTNER, that the Software complies with its technical documentation.

BEYOND THIS GUARANTEE, TELELOGOS OFFERS NO OTHER GUARANTEE FOR THE SOFTWARE. IN PARTICULAR, TELELOGOS DOES NOT GUARANTEE THE UNINTERRUPTED FUNCTIONING OF THE SOFTWARE.

TELELOGOS is responsible for defending the Software at its sole expense and will take all appropriate measures to promptly stop any damage to the Software that could disrupt its use by the Customers.

TELELOGOS IS RESPONSIBLE FOR ITS SERVICES ACCORDING TO COMMON-LAW RULES AND IS SUBJECT TO AN OBLIGATION OF BEST EFFORTS.

TELELOGOS CAN ONLY BE HELD LIABLE IN THE EVENT OF PROVEN FAULT OR NEGLIGENCE ON ITS PART, AND THIS IS LIMITED TO THE DIRECT LOSS SUFFERED BY THE PARTNER, TO THE EXCLUSION OF ANY INDIRECT DAMAGE OF ANY KIND WHATSOEVER.

IF TELELOGOS IS HELD RESPONSIBLE, THE PARTIES EXPRESSLY AGREE THAT, ALL THE SUMS BEING COMBINED, TELELOGOS CANNOT BE HELD RESPONSIBLE FOR PAYING AN AMOUNT THAT EXCEEDS ONE TENTH OF THE INVOICES PAID BY THE PARTNER DURING THE LAST TWELVE (12) MONTHS UNDER THE AGREEMENT.

IT IS RECALLED THAT THE PARTNER ASSUMES ALL LIABILITY IN RESPECT OF THE CUSTOMER AND HOLDS TELELOGOS HARMLESS AGAINST ANY ACTION, RECOURSE OR CLAIM BY THE CUSTOMER. THE FACT THAT TELELOGOS IS NOT RESPONSIBLE VIS-A-VIS THE CUSTOMER MUST BE STATED IN ALL OF THE CONTRACTUAL DOCUMENTATION BETWEEN THE PARTNER AND THE CUSTOMER WITHIN THE CONTEXT OF THE SOFTWARE RESALE. THIS IS AN EXPRESS PRECONDITION FOR TELELOGOS' CONSENT TO THE CONCLUSION OF THE AGREEMENT.

11. INTELLECTUAL PROPERTY

All intellectual property rights associated with the Software belong to and remain the exclusive property of TELELOGOS. No intellectual property rights may be assigned and/or transferred, in whole or in part, to the PARTNER and/or the Customer by or under the Agreement.

To ensure the continued use of the Software in the event of default of TELELOGOS, the source programs of the current version of the Software are deposited with the Agency for the Protection of Programs in PARIS (France).

The PARTNER declares that the Software seems, for their part, to be original as far as they can tell. Consequently, it is impossible to directly or indirectly jeopardize the intellectual property right of TELELOGOS.

If there is an attempt to seize an item of Software from the Partner's premises, the latter must inform TELELOGOS of this immediately and try to take all possible measures to have the intellectual property rights of TELELOGOS recognized.

The PARTNER is expressly prohibited from supplying, transferring, leasing, sub-leasing, borrowing or communicating in any way whatsoever, a Software solution and its technical documentation.

Without TELELOGOS' prior agreement, the PARTNER may not change or remove any mark or inscription appearing on the "screen pages", documents and Software supports that indicates the name of TELELOGOS and of the Software. It agrees to let these marks or inscriptions appear on every full or partial reproduction of the Software items and supports relating to the same.

12. INSURANCE

TELELOGOS acknowledges that it is insured against civil, operational and professional liability to cover its own liability and that of its employees and any subcontractors during the performance of the Agreement in the event of a fault or negligence on the part of said individuals.

When TELELOGOS employees are required to work on the Customer's hardware and/or at their facilities, they are placed under the Customer's civil responsibility; the Customer must guarantee their safety in accordance with French standards. Consequently, the PARTNER must ensure that the Customer is insured against any damage that may occur, on its premises, to TELELOGOS staff and TELELOGOS equipment, should such damage be attributable to the Customer.

13. PROTECTION OF PERSONAL DATA

For the purposes hereof, the terms "Data Controller", "Data Processor", "Processing" and "Personal Data" have the meaning provided by the rules applicable to the processing of personal data, and in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 (hereinafter the "**European Data Protection Regulation**").

In the context of their contractual relationship, the Parties undertake to comply with the regulations in force applicable to the protection of Personal Data, and to cooperate actively in order to comply with the applicable regulations and respond to any request, consultation or control by the competent authority.

IN THE CONTEXT OF THE EXECUTION OF THE AGREEMENT, TELELOGOS MAY ASSUME, PURSUANT TO THE APPLICABLE REGULATION:
- **RESPONSIBILITY IN ITS CAPACITY AS SUBCONTRACTOR WHEN THIS CONCERNS DATA ON BEHALF OF THE PARTNER;**
- **RESPONSIBILITY IN ITS CAPACITY AS DATA CONTROLLER WHEN PROCESSING DATA RELATING TO THE PARTNER OR ITS EMPLOYEES.**

TELELOGOS' OBLIGATIONS WITH REGARDS TO PERSONAL DATA PROCESSING ARE DESCRIBED IN THE PERSONAL DATA PROTECTION POLICY OF TELELOGOS THAT IS AVAILABLE ON ITS WEBSITE.

14. MISCELLANEOUS

14.1. Force majeure (Acts of God)

The Parties may not be held liable if the non-fulfillment or delay in the fulfillment of any of their obligations, as described herein, is the result of a case of force majeure within the meaning of Article 1218 of the French Civil Code.

The Party that identifies the event must immediately inform the other Party of its inability to fulfill its obligation, providing justification of said inability. The suspension of obligations may under no circumstances be constituted as grounds for liability for failure to fulfill the obligation in question, or result in the payment of damages or late penalty fees.

The fulfillment of the obligation is suspended for the duration of the force majeure if it is temporary and does not exceed sixty (60) calendar days. Consequently, as soon as the cause of suspension of their mutual obligations has been removed, the Parties shall make every effort to resume normal performance of their contractual obligations without delay. To this end, the Party that was prevented from fulfilling its obligations shall notify the other Party of the resumption of performance.

If the impediment is definitive or exceeds sixty (60) calendar days, these terms and conditions shall be considered null and void in accordance with the terms and conditions defined in Article 8 "Agreement Termination".

During the entire period of suspension of the Agreement due to force majeure, the Parties agree that the costs generated by the situation shall be borne by the Party prevented from fulfilling its obligations.

14.2. Change of control

In the event of a change of control of either Party, within the meaning of the provisions of Article L. 233-3 of the French Commercial Code, the Party concerned by this change shall inform the other Party by sending a registered letter with acknowledgment of receipt. In the event of a change of control of the PARTNER, TELELOGOS will have the right to terminate the Agreement early, without justification, under the conditions of Article 8 above.

14.3. Assignment, transmission and/or subcontracting of the Agreement

As the Agreement is concluded *intuitu personae*, it may not be assigned or transferred in any way, for any reason or to any person whatsoever, in particular in the form of the sale of a business undertaking, the lease management of business assets, or the sale of securities or contributions to a company, without the express prior written consent of the other Party.

TELELOGOS shall be free to subcontract its services under the Agreement to third parties of its choice.

14.4. Confidentiality

The PARTNER undertakes for the duration of the Agreement and without limitation after its expiration to ensure the utmost confidentiality regarding the Software, the TELELOGOS distribution and resale network and any confidential information communicated or to which it may have had access in the performance of the Agreement, unless such information is publicly known.

The PARTNER undertakes to ensure that this obligation of confidentiality is observed by all its staff.

The Parties undertake to keep the terms and conditions of the Agreement confidential throughout its performance and without limitation after its expiration.

The PARTNER expressly authorizes TELELOGOS to mention its name in a list of references and in its commercial documents.

14.5. Contingencies

If, in the context of performing the Agreement, one of the Parties wishes to raise an unforeseen event, as defined in Article 1195 of the French Civil Code, as follows: "a change in the economic circumstances surrounding the performance of the Agreement which has a significantly adverse effect on the equilibrium of the Agreement", the Parties must make a prior mandatory attempt at conciliation, neither of which may refuse to renegotiate the agreement. The Parties shall meet within one (1) month of the date on which the Party notified the other Party of the unforeseen event. In the event of a successful renegotiation, the Parties shall establish and conclude a new Software Partnership Agreement within one (1) month of their agreement. In the case of failure of renegotiations, the Parties may, in accordance with the provisions of Article 1195 of the Civil Code, by common agreement request the court to set about the adaptation of the Agreement.

However, if the unforeseeable change in circumstances at the time of conclusion of the Agreement was definitive or continued for more than a period of six (6) months, the Agreement shall be considered null and void, without any right to compensation by either party.

14.6. Notification – Choice of domicile

For the purposes of this Agreement, the Parties choose as their domicile the address mentioned at the top of the Software Partnership Agreement.

All notices under the Agreement shall be sent by registered letter with acknowledgment of receipt or by email with acknowledgment of receipt.

14.7. Applicable law and jurisdiction

The Agreement is governed by and subject to French law.

FOR ALL DISPUTES CONCERNING THE VALIDITY, INTERPRETATION, EXECUTION, RESOLUTION, CONSEQUENCES AND REPERCUSSIONS OF THE AGREEMENT OR THE RESULTING AGREEMENTS, THE COMPETENT COURT IS THE COMMERCIAL COURT OF ANGERS.