

## **General Terms and Conditions for Resale of TELELOGOS SaaS ("SAAS 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 to which the PARTNER wishes to resell the SaaS through the SaaS 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.

**"SAAS GTCU"** refers to the General Terms and Conditions of Use of the SaaS communicated to the PARTNER on the date of conclusion of this agreement, available on 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 Customer. For each Customer to which the PARTNER wishes to resell the SaaS pursuant to the SaaS Partnership Agreement, the SAAS GTCU must be signed by the Customer and returned by the PARTNER to TELELOGOS along with the Purchase Order.

**"Customer"** refers to the customer of the PARTNER to which the PARTNER resells the TELELOGOS SaaS.

**"SaaS Partnership Agreement"** refers to the partnership agreement for the resale of the TELELOGOS SaaS, concluded between TELELOGOS and the PARTNER and setting out the specific terms and conditions of their contractual relationship based on the negotiations conducted and accepted by both parties, to which the SAAS GTCR are annexed.

**"Sales Agreement"** refers to the agreement concluded between the PARTNER and the Customer for the subscription and use of the SaaS, which must specify and make reference to all TELELOGOS rights provided for in the SaaS GTCR and SaaS GTCU.

**"Data"** refers to all data and information collected, processed and used by a Customer via the SaaS.

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

**"PARTNER"** refers to the professional entity which has signed a SaaS Partnership Agreement with TELELOGOS to distribute and resell the TELELOGOS SaaS to its Customers.

**"Party"** refers individually to TELELOGOS and the PARTNER.

**"Parties"** refers collectively to TELELOGOS and the PARTNER.

**"Fee"** refers to the annual fee paid by a Customer for use of the SaaS.

**"SaaS"** refers to the commercial offer proposed and provided by TELELOGOS including (i) the temporary right to access and use the Software, and (ii) associated assistance,

support and maintenance services provided by TELELOGOS, as described in Annex 1 to the SaaS Partnership Agreement and the SAAS GTCU.

“Territory” refers to the commercial territory defined in **Annex 3** within which the PARTNER may sell the TELELOGOS SaaS.

## **2. PURPOSE – CONTRACTUAL FRAMEWORK**

The purpose of these SAAS GTCR is to define the terms and conditions of the partnership established between TELELOGOS and a PARTNER, under which TELELOGOS grants the PARTNER a non-exclusive and non-transferable right to distribute and resell the SaaS, within the defined Territory, to its current, potential and future customers for the purposes of its operation.

The contractual relationship between the Parties is governed by the provisions of the SaaS Partnership Agreement, the SAAS GTCR, the SAAS GTCU and the Purchase Orders, which form a contractual unit hereinafter referred to as the “**Agreement**”.

**THE PARTNER DECLARES THAT IT HAS READ THE SAAS GTCR, SAAS GTCU AND THE TERMS OF THE SAAS 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 SAAS 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 (i) IT HAS RECEIVED ALL THE NECESSARY INFORMATION TO DETERMINE ITS CONSENT BEFORE ENTERING INTO THE AGREEMENT; (ii) IT HAS ASCERTAINED THE SUITABILITY OF THE SAAS TO FULFIL ITS NEEDS AND THOSE OF ITS CUSTOMERS; AND (iii) IT HAS THE SKILLS REQUIRED TO RESELL THE SAAS IN ACCORDANCE WITH THE TERMS OF THE AGREEMENT.**

## **3. COOPERATION BETWEEN THE PARTIES**

The Parties shall cooperate in good faith for the purposes of the performance of the SaaS Partnership Agreement. They undertake to behave fairly and in particular to inform each other of any difficulties they may encounter in the performance of the SaaS Partnership Agreement. As such, the Parties will meet once every six months to review the performance of the SaaS Partnership Agreement and feedback from Customers regarding the SaaS (quality, problems or difficulties encountered, etc.).



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 the PARTNER, for distribution purposes, the non-exclusive and non-transferable right to resell, within the Territory, temporary rights to access and use the SaaS for its current, potential or future customers for their operational needs.

##### **THE PARTNER DOES NOT BENEFIT FROM ANY EXCLUSIVITY RIGHTS FROM TELELOGOS UNDER THE SAAS PARTNERSHIP AGREEMENT.**

Consequently, the PARTNER undertakes to:

- actively present and distribute the SaaS within the Territory in strict compliance with the terms and conditions set out in the SaaS Partnership 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 SaaS respect TELELOGOS' image, brand and positioning and comply with TELELOGOS' quality standards; and
- ensure its prospecting, distribution and marketing practices and actions comply with the applicable regulations and in particular with the economic laws in force.

The PARTNER does not act as an agent, representative or broker of TELELOGOS, but acts in its own name. Consequently, the PARTNER concludes a Sales Agreement with each of its Customers.

**IT IS SPECIFICALLY STATED THAT TELELOGOS IS NOT CONTRACTUALLY LINKED TO THE CUSTOMER. THE SALES AGREEMENT CONCLUDED BETWEEN THE PARTNER AND THE CUSTOMER IS IN NO WAY BINDING ON TELELOGOS. CONSEQUENTLY, THE PARTNER ASSUMES ALL LIABILITY IN RESPECT OF THE CUSTOMER AND HOLDS TELELOGOS HARMLESS AGAINST ANY ACTION, RECOURSE OR CLAIM BY THE CUSTOMER.**

**THE PARTNER MUST ENSURE THAT THE SALES AGREEMENT CONCLUDED WITH THE CUSTOMER DOES NOT CONTRAVENE THE PROVISIONS OF THE CLOUD PARTNERSHIP AGREEMENT AND INCLUDES THE SAAS GTCU AND TELELOGOS' RIGHTS PROVIDED FOR HEREIN. THE PARTNER COMMITS AND IS COMMITTED TO ENSURING THAT ITS CUSTOMERS USE THE SAAS IN ACCORDANCE WITH THE SAAS GTCU.**

**THIS IS AN EXPRESS PRECONDITION FOR TELELOGOS' CONSENT TO THE CONCLUSION OF THE AGREEMENT.**

##### **4.2. 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 SaaS (the "**Brand**") for the sole purpose of performing the SaaS Partnership 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 SAAS PARTNERSHIP AGREEMENT DOES NOT CONFER ANY INTELLECTUAL PROPERTY RIGHTS ON THE PARTNER.**

**UNLESS EXPRESSLY AGREED BY TELELOGOS, THE PARTNER MAY NOT DISTRIBUTE THE SAAS UNDER A “WHITE LABEL”.**

The PARTNER undertakes to ensure that no confusion exists in the minds of third parties regarding such use and about its status as a partner/distributor and independent professional entity in all actions and undertakings in the context of the performance of the SaaS Partnership Agreement.

The PARTNER may inform the public that it is a TELELOGOS authorized distributor with the right to advertise the SaaS, and more generally to make direct public use of the Brand in order to promote and distribute the SaaS under the conditions provided for in the SaaS Partnership Agreement. It may promote the SaaS 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 SaaS.

The PARTNER may use the SaaS 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 SaaS that may come to its attention.

## **5. RIGHTS AND OBLIGATIONS OF TELELOGOS**

### **5.1 Temporary right to access and use the Software**

TELELOGOS undertakes to provide the PARTNER, on behalf of its Customers, with temporary rights to access and use the SaaS at the request of the latter.

When a Sales Agreement is concluded between the PARTNER and one of its Customers, the PARTNER completes and submits to TELELOGOS, for acceptance, a Purchase Order in order to obtain the temporary right to access and use the SaaS for the Customer concerned. The Purchase Order must make reference to the specific conditions of the Sales Agreement. Any order for the expansion of use rights, which are customer-specific, will require the PARTNER to send a new Purchase Order to TELELOGOS, which will be attached to the previous Purchase Order by TELELOGOS. Any renewal of a Sales Agreement with a Customer will also require the PARTNER to send a new Purchase Order to TELELOGOS, which will be attached to the previous Purchase Order and will thus allow the continued subscription to the SaaS with TELELOGOS.

TELELOGOS undertakes, without delay after receipt of the Purchase Order, to:

- validate the feasibility of the Customer's subscription to the SaaS;



- open an account in the name of the Customer concerned; and
- at the latest within five (5) calendar days of receipt of the Purchase Order, unless otherwise requested/agreed, provide temporary access and use rights to the Customer concerned under the terms specified in the Purchase Order.

**EACH ORDER FOR ACCESS AND USE RIGHTS ONLY TAKES EFFECT UPON RECEIPT BY THE PARTNER ON BEHALF OF THE CUSTOMER OF THE SAAS ACCESS AND USE DETAILS CORRESPONDING TO THE ORDER.**

**TELELOGOS RESERVES THE RIGHT TO REFUSE TO PROVIDE THE SAAS 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.**

Each temporary right to access and use the SaaS provided by TELELOGOS to the PARTNER on behalf of its Customers is specific to each Customer and may not be transferred and/or assigned in any form whatsoever by the PARTNER or the Customer.

## **5.2 Hosting, maintenance, assistance and support services**

TELELOGOS undertakes to host the SaaS, store all associated Data and back them up on a dedicated secure site/server.

TELELOGOS undertakes to preserve the integrity and confidentiality of the Data. The company undertakes to implement technical and organizational measures to prevent any fraudulent access to or use of the Data and to prevent any loss, alteration or destruction of the Data.

TELELOGOS applies updates, enhancements and functional patches to the SaaS, it being specified that all updates, enhancements and patches to the SaaS are expressly subject to all the provisions of the SaaS Partnership Agreement.

TELELOGOS provides the Customer with assistance, maintenance and support services under the conditions defined in the SAAS GTCU.

## **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 SaaS Partnership Agreement and specified, for each Customer, in the Purchase Order. These pricing conditions apply to each Customer for the duration of the initial subscription to the SaaS, defined in the Purchase Order.

TELELOGOS regularly updates the public prices of the SaaS. In the event of a change to the public prices of the SaaS, TELELOGOS shall notify the PARTNER without delay. The new public prices are immediately applicable to all new commercial offers issued by the PARTNER; any offers issued by the PARTNER prior to the change in public price and for which a Purchase Order has not yet been submitted remain valid for a period of 30 days following the change of public price, beyond which a new commercial offer must be issued taking into account the new public prices.



## 6.2 Invoicing and payment

The PARTNER pays the TELELOGOS Fees and Charges in an annual installment in arrears, by direct debit, bank transfer or check.

TELELOGOS sends the PARTNER invoices detailing the calculation of said Fees and Charges.

Any order for the expansion of use rights shall incur a first (1<sup>st</sup>) additional 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 (1<sup>st</sup>) and the fifteenth (15<sup>th</sup>) of a given month, the *pro rata temporis* calculation will include the entire month; when the order is placed after the fifteenth (15<sup>th</sup>) of a given month, the *pro rata temporis* is calculated based on the first (1<sup>st</sup>) of the following month.

On the date the initial Software registration key is provided to a Customer, TELELOGOS will issue the first invoice to the PARTNER relating to said Customer. Subsequent invoices are issued on the renewal date of the Purchase Order for each Customer concerned.

Invoices are issued by TELELOGOS excluding taxes, to which the applicable taxes and contributions are added.

The first invoice is payable, net and without discount, upon receipt, and all subsequent invoices are payable within a maximum period of thirty (30) calendar days of their receipt.

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 payment of the Fees due, 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 SaaS Partnership Agreement under the terms of Article 8 below.

## 7. AGREEMENT DURATION

The Agreement is concluded for a period of one (1) year from the date of signature by the PARTNER of the SaaS 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 SaaS 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;
  - a change of control of the PARTNER that has not been approved by TELELOGOS;
  - a Sales Agreement that does not include the terms and conditions of this Agreement; 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 SaaS Partnership Agreement.

**IN THE EVENT THAT TELELOGOS HAS ISSUED A FORMAL NOTICE TO THE PARTNER TO ADDRESS A FAILURE, THE LATTER'S ABILITY TO REQUEST SUBSCRIPTION TO THE SAAS 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.

## 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.**

From the date of any request to terminate the Agreement, for any reason whatsoever, the PARTNER may no longer request that TELELOGOS provide temporary rights to access and use the SaaS on behalf of 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 SAAS TO ITS CUSTOMERS; AND**
- **THE PARTIES REMAIN BOUND BY ALL OF THEIR OBLIGATIONS UNDER THE AGREEMENT WITH REGARD TO CUSTOMERS WHOSE SAAS SUBSCRIPTION PERIOD IS STILL CURRENT ON THE DATE OF NOTIFICATION OF THE REQUEST FOR EARLY TERMINATION OR NON-RENEWAL OF THE AGREEMENT.**

**IT IS SPECIFICALLY AGREED BETWEEN THE PARTIES THAT SHOULD A CUSTOMER WISH TO TERMINATE ITS SAAS SUBSCRIPTION EARLY, FOR ANY REASON WHATSOEVER, THE FEES AND CHARGES IN RESPECT OF THIS SUBSCRIPTION SHALL REMAIN DUE BY THE PARTNER TO TELELOGOS FOR THE CURRENT SUBSCRIPTION PERIOD, PAYABLE AS A FINAL LUMP SUM PAYMENT.**

## **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 SaaS.

TELELOGOS is solely responsible for the quality of the Software. Consequently, TELELOGOS warrants to the PARTNER that the Software complies with the characteristics defined in the SAAS GTCU and in any technical documentation relating to the Software prepared by TELELOGOS. TELELOGOS is responsible for the defense of the Software at its sole expense and takes all appropriate measures to promptly stop any breach of the Software that may disrupt the Customers' use of the SaaS. **TELELOGOS IS LIABLE IN RESPECT OF THE PARTNER FOR ANY LACK OF CONFORMITY, DEFECT OR MALFUNCTION OF THE SOFTWARE.**

TELELOGOS is responsible for the services it provides in accordance with the rules of general law and is subject to an obligation of means.

**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.**

**SHOULD TELELOGOS BE HELD LIABLE, THE PARTIES EXPRESSLY AGREE THAT, ALL AMOUNTS COMBINED, TELELOGOS CANNOT BE REQUIRED TO PAY AN AMOUNT EXCEEDING ONE TENTH OF THE AMOUNT OF THE ANNUAL FEES PAID BY THE PARTNER IN CONNECTION WITH THE PERFORMANCE OF 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. THIS ABSENCE OF LIABILITY OF TELELOGOS IN RESPECT OF THE CUSTOMER MUST BE SPECIFICALLY MENTIONED IN THE SALES AGREEMENT. THIS IS AN EXPRESS PRECONDITION FOR TELELOGOS' CONSENT TO THE CONCLUSION OF THE AGREEMENT.**

## **11. INTELLECTUAL PROPERTY**

All intellectual property rights associated with the SaaS 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 SaaS 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).

## 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 SaaS Partnership 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 SUPPLY OF THE SAAS, TELELOGOS ASSUMES ITS OBLIGATIONS AND LIABILITY AS A DATA PROCESSOR IN ACCORDANCE WITH THE APPLICABLE REGULATIONS. ITS OBLIGATIONS REGARDING THE PROCESSING OF PERSONAL DATA IN THE CONTEXT OF THE SUPPLY OF THE SAAS ARE DESCRIBED IN ARTICLE 11 OF THE SAAS GTCU.**

**IN THE CONTEXT OF THE PERFORMANCE OF THE AGREEMENT, TELELOGOS PROCESSES PERSONAL DATA RELATING TO THE PARTNER AND, WHERE APPLICABLE, TO ITS STAFF. TELELOGOS' PERSONAL DATA PROCESSING POLICY, IN ITS CAPACITY AS DATA CONTROLLER, IS DESCRIBED IN THE TELELOGOS PRIVACY POLICY PUBLISHED 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 has 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 is free to subcontract its services under the SaaS Partnership Agreement to third parties of its choice.

### 14.4 Confidentiality

The PARTNER undertakes for the duration of the SaaS Partnership 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 SaaS Partnership 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 SaaS 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 is definitive or continues for more than a period of six (6) months, the SaaS Partnership 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 SaaS Partnership Agreement.

All notices under the SaaS Partnership Agreement must be sent by registered letter with acknowledgment of receipt or by e-mail 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.**

