General Conditions On Premise Subscription ("GCOPS")

1. DEFINITIONS

"**Annual Subscription**" means the annual fee, billable on the Effective Date, and then annually on that same date in the case of a multi-year commitment, due by the Customer, or by the Partner on behalf of its Customer, for a Right of Use to the Software or Telelogos SaaS.

"**Purchase Order**" means the signed Quotation or purchase order, referenced to the Quotation or established in accordance with the RPC, relating to Software, to be completed by the Customer, or by the Partner for each Customer to whom the Partner wishes to distribute the Software.

"**GCSM**" or "**GC Support and Maintenance**" means the General Terms and Conditions of Support and Maintenance Services, available on the Website, setting forth the conditions under which Telelogos undertakes to provide the Customer, directly or through a Certified Partner, with Support and Maintenance Services.

"**GCS**" means the General Conditions of Sale, available on the Website, defining the terms and conditions of sale, payment and delivery of products and services provided by Telelogos.

"**Customer**" refers to the legal entity, having subscribed to a Software from Telelogos, directly or indirectly, through the Partner, for the needs of its commercial activity e.

"**Customer-Partner Agreement**" means the agreement concluded between the Partner and the Customer, the main purpose of which is for the Customer to obtain a License or Right of Use.

"**RPA**" or "**Resale Partnership Agreement**" means the partnership agreement, concluded between Telelogos and the Partner, the purpose of which is to set the conditions under which the Partner is authorized to distribute Software(s).

"**Contact**" means an employee of the Customer or Partner authorized to receive Licenses and/or Rights of Use for installation purposes.

"**Effective Date**" means, by default, the date of invoice issue, corresponding to the date on which the Right of Use or License takes effect. In the event of a multi-year commitment by the Customer, the Effective Date is, by express agreement, the first day of the current month for Purchase Orders signed between 1er and the 15th of the month, and the first day of the following month for Purchase Orders signed between the 16th and the 31st of the month .

"**Quotation**" means the quotation issued by Telelogos setting forth the terms and conditions under which Telelogos agrees to make available a License or Right of Use.

"**Software Documentation**" means the technical documentation for installation and use of the Software, available upon implementation of the Software.

"**Right of Use**" means the temporary, non-exclusive and non-transferable rights of access and use granted to the Customer by Telelogos, directly or through a Partner, to the Software, or Telelogos SaaS.

"**Software(s)**" means the Software(s) developed and published by Telelogos , listed in the Purchase Order or Quotation, or as the case may be in the Customer-Partner Agreement .

"**On Premise Subscription Mode**" means the acquisition by the Customer, directly or indirectly, through a Partner, of a Right of Use to the Software, installed and hosted on the Customer's servers.

"**Partner**" refers to any professional who has entered into a Resale Partnership Agreement with Telelogos.

"**Parties**" or "**Party**" means collectively or individually, Telelogos and/or the Customer.

"**Certified Partner**" means a Partner who has been trained and certified by Telelogos, under the terms of the CPR.

"**Support and Maintenance Services**" means the support services (the "**Support Service**") and maintenance services (the "**Maintenance Service**"), defined in the Support and Maintenance GTC, relating to Software and provided, directly by Telelogos or indirectly through a Certified Partner, to a Customer.

"**Website**" refers to the Telelogos website, https://www.telelogos.com/legal.

2. OBJECT - CONTRACTUAL FRAMEWORK

The purpose of these General Terms and Conditions On Premise Subscription ("**GCPS**") is to define (i) the terms and conditions of the Right of Use on a Software Product, subscribed within the framework of an On Premise Subscription Mode, and (ii) the terms and conditions of the services from which the Customer benefits within the framework of the On Premise Subscription Mode. Within the framework of the On Premise Subscription Mode, the contractual relationship between Telelogos and the Customer is governed by the Purchase Order, the GCPS, the GCSM and the GCS, which form a contractual whole hereinafter referred to as the "**Contract**". In the event that a Customer has subscribed to the Rights of Use for the Software, in On Premise Subscription Mode, via a Partner, the Customer must refer to the Customer-Partner Agreement to know its rights and obligations with respect to the Partner; Telelogos is not contractually bound to the Customer.

3. CUSTOMER RIGHTS AND OBLIGATIONS

TELELOGOS SAS - 3 avenue du bois l'abbé - Angers Technopole - 49070 BEAUCOUZE - FRANCE
SAS au capital de 100.000€ - RCS ANGERS B 323 971 465 00030 - APE 5829 A - TVA FR15 323 971 465
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3.1 Scope of the Right to Use the Software

The Customer has (i) the right to access and use the Software, which is the subject hereof, to be installed and hosted on the Customer's servers, for the purposes of its operation, to the exclusion of any other use, and (ii) the services described in article 4 below, according to the terms, conditions and duration specified in the Agreement or, as the case may be, in the Customer-Partner Agreement. The Right to Use the Software is temporary, personal, non-transferable and non-exclusive, and is limited to acts necessary for the operation of the Software, in accordance with its contractual purpose.

3.2 Duration of the Right to Use the Software

The Software Usage Rights take effect on the Effective Date, for the duration specified in the Purchase Order. In the event that the Customer wishes to extend the Term of its Software Usage Rights, under the renewal conditions proposed by Telelogos, the Customer and/or the Partner, on behalf of the Customer, shall enter into a new Purchase Order or accept a new Quotation as the case may be.

3.3 Contact designation

The Customer undertakes to appoint a Contact for the purpose of performing the Contract, for the entire duration of the Contract.

3.4 Cooperation between the Parties

The Customer undertakes to cooperate, directly or via the Partner, with Telelogos and to keep Telelogos informed, as soon as possible, of any difficulties encountered in the use of the Software Usage Rights. In particular, the Customer undertakes to:

- Please refer to the Software Documentation before calling for Support;
- make available to Telelogos, directly or indirectly via the Partner, any necessary information requested by Telelogos and useful for the use of the Software Usage Rights by the Customer; and
- facilitate access by Telelogos personnel to all its facilities and premises if necessary, and ensure their safety during the intervention.

3.5 Use of the Right to Use the Software

It is the Customer's responsibility to ensure proper use of the Right of Use for the Software, in accordance with the Software Documentation. In particular, he/she must ensure that the hardware and software configuration always complies with that indicated in the prerequisites supplied. The Customer is responsible for choosing his players/terminals in compliance with the technical hardware and software recommendations described in the technical prerequisites communicated by Telelogos on request. The Customer shall establish adequate operational controls and implement, on a daily basis, appropriate operating and security methods. The Customer is advised to make daily backups of its data, so that it can be restored in the event of an incident, and retained after termination of the Right to Use the Software. The Customer is informed that computer software is never free of anomalies; consequently, it is essential that the Customer regularly backs up its data, in accordance with generally accepted rules of prudence.

4. RIGHTS AND OBLIGATIONS OF TELELOGOS

4.1 Provision of the Right to Use the Software

Subject to payment of the Annual Subscription, Telelogos undertakes to provide the Customer, directly or via the Partner :

- Rights of Use to the Software; and
- extensions to the Rights of Use to the Software.

The Rights of Use obtained from Telelogos by the Customer are personal to each Customer and may not, therefore, be assigned or transferred, in any form whatsoever, to any person other than the Customer concerned. Telelogos reserves the right to :

- refuse to supply Rights of Use to the Software to a Customer for just cause (activity of the Customer not in compliance with applicable regulations, existing dispute with the Customer, etc.); and
- suspend, at any time, a Customer's Rights of Use to the Software in order to prevent any damages, liabilities or sanctions in the event of the Customer's unlawful behavior or breach of its contractual or legal obligations to the Partner or Telelogos.

Telelogos shall inform the Customer or Partner without delay, stating the reasons for its decision of refusal or suspension, and, if applicable, the duration of the suspension. Telelogos reserves the right to withdraw any Software from its catalog by notifying the Customer of its decision by registered letter with acknowledgement of receipt sent at least six (6) months before the effective withdrawal. In such a case, Telelogos undertakes to provide the Customer with Support Services for a period of twelve (12) months from the date the Software is withdrawn.

4.2 Delivery of the Right to Use the Software

The conditions of delivery of the Right of Use to the Software are specified in the GTC.

5. DESCRIPTION OF SERVICES PROVIDED IN THE ON PREMISE SUBSCRIPTION MODE

The Software Usage Rights include the provision to the Customer, by Telelogos and/or a Certified

Partner, for the duration of the Software Usage Rights, of Support and Maintenance Services, under the terms and conditions described in the Support and Maintenance GC.

6. TERMS AND CONDITIONS, INVOICING, PAYMENT

Commercial, invoicing and payment terms are specified in the GTC.

7. TERMINATION OF RIGHTS TO USE THE SOFTWARE

Each Party shall be entitled to request termination of the Software Usage Rights in the event of breach by the other Party of any of its contractual obligations. Termination of the Rights of Use for the Software will be effective within thirty (30) days of the sending of a formal notice to remedy the breach, which has remained unsuccessful. Such formal notice shall specifically state the aggrieved Party's intention to implement the present clause. The fact that a Party does not avail itself of a breach by the other Party of any of its obligations shall not be construed as a waiver of the present clause for the future. In the event of termination for any reason whatsoever, the Customer undertakes, as of the effective date of termination and without further formality, to delete the Software from its servers, and to provide a written attestation certifying the destruction of the Software (including all constituent elements of the Software including media and copies made).

Upon expiry of the Rights of Use to the Software, Telelogos is entitled to take the technical steps required to disable the various components of the Software - in particular, and depending on the Software, the "SERVER" component, the "PLAYER" component, the "PREVIEWER" component, the "AGENT" component, the "MOBILE APPLICATION" component, the "ADD-ON OUTLOOK" component.