

General Conditions of Resale ("GCR")

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 Telelogos Software or SaaS.

"Purchase Order" means the signed Quotation or purchase order, referenced in the Quotation or drawn up 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.

"GCOPS" means the General Conditions On Premise Subscription, available on the Website, setting out the conditions of use of Software in On Premise Subscription Mode.

"GCR" means the General Conditions of Resale, available on the Website, governing the contractual relationship between Telelogos and the Partner.

"GCTS" or "GC Telelogos SaaS" means the General Conditions of Telelogos SaaS, available on the Website, setting out the conditions of access and use of SaaS Telelogos.

"GCSM" or "GC Support and Maintenance" means the General 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 the Support and Maintenance Services.

"Customer" refers to the legal entity, having subscribed to Software from Telelogos, directly or indirectly through a 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 one or more Software products.

"Corrective" is a modification to the Software that resolves a Malfunction, without having to wait for the availability of a new Minor or Major Version.

"Agreed Correspondent" means an employee of the Partner who has obtained agreement on the Software from Telelogos.

"Certified Correspondent" means an employee of the Partner who has obtained certification on the Software from Telelogos.

"Effective Date" means, by default, the invoice issue date, 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 1^{er} 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 the Partner, to the Software, or Telelogos SaaS.

"Malfunction" means a defect, anomaly or non-conformity of the Software with respect to the Software Documentation.

"License" means the license agreement, governing the conditions under which Telelogos grants a non-exclusive, non-transferable right to use the Software.

"Software(s)" means the software(s) developed and published by Telelogos, listed in Appendix 1 of the Resale Partnership Agreement.

"Brand" means the Telelogos brand, logo and any other distinctive sign associated with the Software(s).

"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.

"On Premise Acquisition Mode" means the acquisition by the Customer, directly or indirectly through a Partner, of a License.

"Partner SaaS Mode" means the obtaining by the Customer indirectly, exclusively through a Certified Partner, of a Right of Use to the SaaS Partner.

"Telelogos SaaS Mode" means the acquisition by the Customer, directly or indirectly through a Partner, of a Right of Use to Telelogos SaaS.

"Parties" refers collectively to Telelogos and the Partner, and individually to Telelogos or the Partner.

"Partner" means any professional who has entered into a Resale Partnership Agreement with Telelogos.

"Agreed Telelogos SaaS Partner" means a Partner who has been trained and agreed by Telelogos under the terms of Article 4.2.

"Certified Partner" means a Partner who has been trained and certified by Telelogos under the terms of article 4.3.

"Referred Partner" means any Partner who is not a "Certified Partner" or an "Agreed Telelogos SaaS Partner".

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

"Telelogos SaaS" means the commercial offer proposed and provided by Telelogos comprising (i) a Right of Use on Software hosted on Telelogos' servers, and (ii) the provision of Support and Maintenance Services on such Software.

"Partner SaaS" means the commercial offer proposed and provided exclusively by a Certified Partner, comprising (i) a Right of Use on Software hosted on the Partner's servers, and (ii) the provision of Maintenance Service on such Software by the Partner.

"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>.

"Level 0 Support" includes access by the Customer or Partner to Telelogos' online support tools, which provide answers to questions about installing and using the Software, or solutions to Malfunctions already identified and resolved. These tools include online help for the Software, as well as various resources accessible via the Telelogos support portal, such as user guides, tutorials, technical documentation and knowledge bases.

"Level 1 Support" includes assistance to customers who have not found a solution under Level 0 Support. This assistance is provided by a Certified Partner, or by Telelogos when the Customer benefits from or has subscribed to the Support and Maintenance Service. This assistance includes helping customers to implement, configure and use the Software, and to resolve incidents and malfunctions, in standard environments as described in the Software Documentation.

"Level 2 Support" includes the resolution of complex incidents and unresolved malfunctions. In coordination with the Certified Partner or Customer, Level 2 Support analyzes incidents to identify causes, implement workarounds and develop corrective measures.

"Level 3 Support" includes the development of Patches.

"Territory" means the territory in which the Partner is authorized to distribute the Software(s), the Rights of Use and the Support and Maintenance Services, as defined in Appendix 3 of the CPR; it being specified that by default, in the absence of a specific territory defined in Appendix 3, the Territory is the country in which the Partner's registered office is established.

"Release Version" means the latest available Major or Minor version of the Software.

2. OBJECT - CONTRACTUAL FRAMEWORK

The purpose of these CGRs is to define the terms and conditions of the partnership established between Telelogos and the Partner, under which Telelogos grants the Partner a non-exclusive and non-transferable right to distribute the Software, the Rights of Use and the Support and Maintenance Services, in the Territory, as part of its commercial activity. The contractual relationship between the Parties is governed by the provisions of the RPA, the GCR, the GCS, the License, the GPCS, the GCTS, the GCSM and the signed Purchase Orders, which form a contractual whole hereinafter referred to as the **"Contract"**. The Parties declare that they are legally and financially independent legal entities, and that they are acting in their own name and under their sole responsibility; each Party therefore refrains from making any commitment in the name and on behalf of the other Party, which it may in no case substitute. The Parties declare that the Agreement may not, under any circumstances, be construed as a mandate of common interest, nor as a commercial agent agreement, in particular within the meaning of Article L. 134-1 of the French Commercial Code. The Partner does not benefit from any exclusivity on the part of Telelogos under the terms of the Agreement.

3. COOPERATION BETWEEN THE PARTIES

The Parties shall cooperate in good faith in the performance of the Contract. They undertake to act in good faith and, in particular, to inform each other of any difficulties they may encounter in the performance of the Agreement. The Partner shall inform Telelogos without delay of any infringement, parasitism, unfair competition or any other illegal practice likely to affect the Software(s) that it may observe or of which it may become aware.

4. RIGHTS AND OBLIGATIONS OF THE PARTNER

General Partner Rights (a) Distribution rights



Under the terms of the Agreement, Telelogos grants the Partner, who accepts the terms and conditions of the Agreement, a non-exclusive and non-transferable right, for the entire duration of the Agreement, to distribute in the Territory, as part of its commercial activity, to its current, potential and future Customers, the Software in On Premise Acquisition Mode, On Premise Subscription Mode, Telelogos SaaS Mode, and where applicable, for Certified Partners, in Partner SaaS Mode. Consequently, the Partner is authorized to distribute, under the terms and conditions of the Agreement, in the Territory, for the duration of the Agreement: Licenses, Rights of Use, extensions to Licenses and Rights of Use, and Support and Maintenance Services.

(b) Right to use the Brand

The Partner has the non-exclusive and non-transferable right to use the Brand solely for the purposes of executing the Agreement. The elements relating to the Brand that may be used by the Partner are communicated to it, at its request, by Telelogos. The Partner acknowledges that the Agreement does not confer any intellectual property rights on the Brand. The Partner may not distribute the Software on a "white label" basis without the prior written consent of Telelogos. The Partner has the right to make it known to the public that it is a Telelogos reseller, to advertise the Software(s), and more generally to make direct and public use of the Trademark in order to promote and distribute the Software(s) under the conditions set forth in the Agreement. It may promote the Software(s) by any means and on any medium, provided that such promotion complies with Telelogos' commercial policy, image and positioning, and is consistent with the technical characteristics of the Software(s). Telelogos may object to any promotion that does not comply with the above conditions, and the Partner undertakes to withdraw, without delay, any promotion that Telelogos objects to. The Partner may use the Software Documentation, but may not modify it in any way. Each of the Parties may quote the other Party as a commercial reference.

(c) Partner discounts

For the duration of the Contract, the Partner benefits from preferential discounts under the conditions set out in Appendix 2 of the CPR. Telelogos reserves the right to modify the amount of its discounts at each renewal of the Contract.

4.1. Specific rights of the Agreed Telelogos SaaS Partner

(a) Partner approval

A Partner is Agreed Telelogos SaaS for one or more Software packages. To benefit from this qualification, the Partner must have at least one (1) Agreed Correspondent on its staff, i.e. a technical contact who has taken the training offered by Telelogos on the chosen Software(s) and has been agreed by Telelogos at the end of this training. In the event of the departure of the Agreed Correspondent, for any reason whatsoever, the Agreed Telelogos SaaS Partner undertakes to appoint, as soon as possible, a new technical contact, who must follow the training organized by Telelogos and be agreed. If the situation is not rectified within three (3) months of the departure of the Agreed Correspondent, the Partner automatically loses its status as an Agreed Telelogos SaaS Partner for the Software(s) concerned.

(b) Customer Services

The Agreed Telelogos SaaS Partner may train its customers to use the Telelogos SaaS console on the Software for which it is agreed.

(c) Right of use NFR

For the purposes of executing the Contract, the Agreed Telelogos SaaS Partner is granted an NFR (*Not For Resale*) License for the Software(s) for which it is agreed. This Right of Use is granted, free of charge, for the duration of the Contract, for the exclusive purpose of testing, demonstration and sales promotion. As resale of the NFR Right of Use is forbidden, the Partner undertakes not to commercialize it.

4.2. Specific rights of the Certified Partner

(a) Partner certification

A Partner is Certified for one or more Software packages. To qualify for certification, the Partner must have at least one (1) Certified Correspondent on its payroll, i.e. a technical contact who has taken the training offered by Telelogos on the chosen Software and who has passed the knowledge test organized by Telelogos at the end of the training. In the event of the departure of the Certified Correspondent, for any reason whatsoever, the Certified Partner undertakes to appoint a new technical contact as soon as possible, who must follow the training organized by Telelogos and pass the knowledge test. If the situation is not rectified within three (3) months of the departure of the Certified Correspondent, the Partner automatically



loses its status as Certified Partner for the Software(s) concerned.

The Certified Correspondent must follow any training upgrades imposed by Telelogos. Failure to do so may result in loss of certification.

(b) Customer Services

The Certified Partner may market the Software(s) covered by the certification in all modes, including Partner SaaS Mode. The Certified Partner may install the Software(s) covered by the certification on its own servers or on those of its Customers, configure, integrate and operate them. It may train its Customers in the Software(s) covered by the certification. It may provide Level 1 Support directly for these Software(s) to its Customers on whose behalf it has subscribed to Telelogos' Maintenance Service.

(c) NFR License and Right of Use

For the purposes of executing the Contract, the Certified Partner is granted an NFR (Not For Resale) License for the Software(s) for which it is certified, and an NFR Right of Use for SaaS. This License and this Right of Use are granted, free of charge, for the duration of the Contract, for the exclusive use of testing, demonstration and sales promotion. As resale of the NFR License and the NFR Right of Use is prohibited, the Partner undertakes not to commercialize them.

4.3. Obligations of the Partner

(a) Actively distribute in the Territory

Under the terms of the Contract, the Partner undertakes to :

- to present and actively distribute, in the Territory, the Software(s), the Rights of Use and the Support and Maintenance Services, in strict compliance with the conditions set forth in the Contract, and with all the diligence of a reputable professional;
- ensure that its distribution practices and communications respect Telelogos' image, Brand and positioning, and comply with applicable regulations; and
- provide Telelogos, at its request, with its distribution forecasts once a year.

(b) Signing a Customer-Partner Contract

The Partner undertakes to conclude, with each of its Customers, a Customer-Partner Contract for the use of the Software in On Premise Acquisition Mode, or in On Premise Subscription Mode, or in Telelogos SaaS Mode or, where applicable for the Certified Partner, in Partner SaaS Mode, the stipulations of which must comply with the Contract and not contravene any of Telelogos' rights, obligations and limits of liability as provided for in the Contract.

Customer-Partner Contracts are in no way enforceable against Telelogos; Telelogos remains a third party to the contractual relationship established between the Partner and its Customer.

(c) Provide a Purchase Order

Any order for a License, a Right of Use or Support and Maintenance Services on behalf of a Customer must be the subject of a duly completed Order Form submitted by the Partner to Telelogos. Any extension or renewal of a License, Right of Use or Support and Maintenance Services must be the subject of a new Order Form, submitted by the Partner to Telelogos.

(d) Providing quality services

The Partner undertakes to provide its Customers with quality services and not to damage the image of the Software or that of Telelogos.

5. RIGHTS AND OBLIGATIONS OF TELELOGOS

5.1. Supply of Licenses and Rights of Use

Telelogos undertakes to supply the Partner, on behalf of its Customers, in accordance with the conditions set out in the Purchase Orders and under the delivery and invoicing conditions specified in Article 6 below:

- Licenses for Partner customers wishing to use software in On Premise Acquisition mode ;
- Rights of Use for Partner Customers wishing to use the Software in On Premise Subscription Mode, Telelogos SaaS Mode or Partner SaaS Mode; and
- extensions to Licenses and Rights of Use.

The Licenses and Rights of Use obtained from Telelogos by the Partner on behalf of its Customers are personal to each Customer; they may not, therefore, (i) be used by the Partner for its own purposes, and/or (ii) be assigned or transferred, in any form whatsoever, to any person other than the Customer concerned.

Telelogos reserves the right to :

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

In such a case, Telelogos must inform the 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 Partner 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 Partner with Support Services for a period of twelve (12) months from the date the Software is withdrawn.

5.2. Delivery of Licenses and Rights of Use

5.2.1. General provisions

Telelogos undertakes, at the latest within two (2) working days of receipt of the Purchase Order, unless otherwise requested/agreed, and subject to having received all the necessary technical information concerning the Customer to :

- validate the feasibility of making the Software/User Rights available to the Customer, under the terms of the Purchase Order; and
- supply the Partner, on behalf of its Customers, with Licenses and/or Rights of Use, under the conditions specified in the Purchase Orders.

5.2.2. Licenses

For each validated License order, Telelogos sends the Partner, on behalf of its Customers, by e-mail or via the Partner's connection to the Telelogos Intranet :

- a link allowing electronic downloading of the Software. Completion of the Software download transfers legal custody of the Software; and
- the registration keys corresponding to the order.

5.2.3. Rights of use

For each validated Right of Use order, Telelogos sends the Partner, on behalf of its Customers, by e-mail or via a connection from the Partner to the Telelogos Intranet, the information necessary for the Customer to use the Right of Use, namely :

- the Internet address for accessing Telelogos SaaS and downloading additional technical elements such as Software Documentation;
- the organization identifier; and
- Partner access codes, on behalf of its customers, for initial connection to Telelogos SaaS.

5.3. Provision of Support and Maintenance Services

5.3.1. Telelogos Referred and Authorized SaaS Partners

Telelogos Referred and Authorized SaaS Partners do not have access to Support and Maintenance Services. Customers of these Partners have access to Support and Maintenance Services as part of their subscription to Telelogos On Premise Subscription Mode and SaaS Mode, or as part of their subscription to Support and Maintenance Services for Customers in On Premise Acquisition Mode. Telelogos provides Support and

Maintenance Services to its Partners' Customers in accordance with the Support and Maintenance Terms and Conditions.

5.3.2. Certified Partners

Certified Partners have access to Support and Maintenance Services. Each Customer of a Certified Partner, to whom the Certified Partner provides Level 1 Support, must subscribe to the Maintenance Service, via the Certified Partner. If the Maintenance Service is subscribed to, Telelogos will provide Level 2 Support and Level 3 Support for the Customer through the Partner. Customers of the Certified Partner who do not receive Level 1 Support from the Certified Partner may subscribe to Support and Maintenance Services directly from Telelogos or through the Certified Partner. In the event of subscription to Support and Maintenance Services, Telelogos will provide Support and Maintenance Services to Certified Partners and their Customers under the conditions of the Support and Maintenance GC.

6. TERMS AND CONDITIONS, INVOICING, PAYMENT

6.1. Pricing conditions

Telelogos communicates to the Partner :

- annual public tariffs for each distribution mode;
- annual public rates for Support and Maintenance Services.

The pricing conditions applicable between the Partner and Telelogos are set out in **article 2** of the CPR, and are specified, for each Customer, in the Purchase Order. The Partner is free to set its own resale prices to its Customers, while respecting Telelogos' image and the applicable sales and billing regulations.

6.2. Billing and payments

The Partner is responsible for invoicing its customers. Invoices from Telelogos to the Partner are issued on the Effective Date, and then on the anniversary date of the Effective Date, in the case of an Annual Subscription. Invoices are subject to all applicable taxes and levies, and are payable, net and without discount, within a maximum of thirty (30) days from the end of the month. Invoices are payable in arrears, by direct debit or bank transfer, in accordance with the payment schedule specified in the Purchase Order. In order to avoid any default in payment, and unless otherwise agreed between the Parties, Telelogos will provide the Partner with a temporary registration key within the time limits specified in article 5.2, which will be replaced by a definitive registration key once Telelogos has acknowledged receipt of payment in full.

6.2.1. Rights of use



With regard to Rights of Use, it is hereby specified that the pricing conditions set out in the Purchase Order apply for the entire duration of the commitment set out in the Purchase Order. Any order for extension of Rights of Use shall give rise to an initial additional fee, payable in arrears, calculated on a *pro rata temporis* basis between the Effective Date of the extension and the anniversary date of the Effective Date of the initial Purchase Order.

6.2.2. Support and Maintenance Services

Telelogos invoices the Partner annually for the Support and Maintenance Services provided to a Partner Customer on the anniversary date of the Effective Date of the initial Purchase Order. Any extension during the period gives rise to a first additional fee, payable in arrears, calculated *pro rata temporis* between the Effective Date of the extension and the anniversary date of the Effective Date of the initial Purchase Order.

The fee is revised annually on the anniversary date of the Purchase Order to take into account the annual evolution of the SYNTEC index, as well as the number of Licenses, Rights of Use and/or extension of Rights of Use. The reference SYNTEC index is specified on the Purchase Order. Should the SYNTEC index cease to exist, the President of the Commercial Court having jurisdiction over Telelogos' registered office shall have exclusive jurisdiction to substitute a new appropriate index. One month before the anniversary date of the Purchase Order, Telelogos sends a Renewal Quotation to the Partner. The Partner sends Telelogos a Purchase Order at the latest before the anniversary date of the initial Purchase Order.

A Customer wishing to re-subscribe to Support and Maintenance Services after a period of non-renewal must first pay an amount equivalent to the value of the Maintenance Service for the entire period of non-renewal, plus a penalty according to the number of late versions.

6.2.3. Other services

At the request of the Customer and/or the Partner, Telelogos may provide other services such as training, installation, etc. The terms and conditions of these other services will be specified in the Purchase Order. The terms and conditions of these other services will be specified in the Purchase Order. These other services will be invoiced per order and must be completed within a maximum period of six (6) months from the Effective Date. In the event that the Customer fails to carry out these other services within the aforementioned period, it is specifically agreed between the Parties, unless otherwise agreed, that the sums paid for these other services will be retained by Telelogos, as a

lump-sum compensation in full discharge of its obligations.

6.2.4. Late payment

In the event of late payment of an invoice by the Partner, late payment penalties calculated at the rate of three (3) times the applicable legal interest rate on the amount inclusive of tax shown on the said invoice, will automatically and by operation of law be due to Telelogos, without any formality or prior formal notice. Any delay in payment will also result in the payment of a fixed indemnity for collection costs equal to forty (40) euros, in accordance with articles L. 441-10 and D. 441-5 of the French Commercial Code. In the event of repeated non-payment or late payment, Telelogos reserves the right to refuse any new Purchase Order submitted by the Partner until all unpaid invoices have been paid in full; and, where applicable, to terminate the Contract in accordance with article 8 below. All costs of suspension and/or interruption of the Contract will be charged to the Partner.

6.2.5. Customer commitment

It is specifically agreed between the Parties that in the event that a Customer wishes to terminate early the Rights of Use or the Support and Maintenance Services to which it has subscribed with the Partner, for any reason whatsoever, all royalties, prices and fees due in respect of this subscription will remain due by the Partner to Telelogos, for the entire subscription period in progress, by way of lump-sum compensation in full discharge of its obligations.

6.3. Right to audit

Telelogos may audit the Partner once a year at its own expense, with fifteen (15) days' notice. The purpose of this audit will be to verify the quality of the Partner's use of the Software(s), the presence of at least one Certified Correspondent or Authorized Correspondent, as the case may be, as well as the adequacy between the number of Licenses/Rights of Use ordered, those actually used by the Partner, and those actually invoiced by Telelogos. The audit performed by Telelogos must not interfere with the Partner's day-to-day organization.

7. CONTRACT DURATION

The Agreement is concluded for a period of one (1) year from the date of signature of the Resale Partnership Agreement by the Partner, renewable by tacit agreement for successive periods of one (1) year, unless expressly terminated by one of the Parties subject to three (3) months' notice. Termination of the Resale Partnership Agreement by either Party need not be justified.

8. TERMINATION OF CONTRACT

The Contract may be terminated before its annual expiry date, by either Party, in the event of breach



by the other Party of its contractual obligations. In such a case, the Contract will be terminated within thirty (30) days of the sending of a formal notice to remedy the breach, which has remained unsuccessful. This formal notice must specifically state the intention to implement the present clause and terminate the Contract. In the event that Telelogos has given formal notice to the Partner to remedy a default, Telelogos shall be entitled to suspend the processing of all Purchase Orders issued by the Partner until the date of termination of the Agreement or the complete correction of the default.

9. EFFECTS OF CONTRACT TERMINATION

Except in the event of fault committed in the performance of the Agreement, termination of the Agreement on its expiry date shall not give rise to the payment of any compensation by either Party. With effect from any request for termination of the Agreement, for whatever reason, the Partner may no longer request Telelogos to open new Licenses or Rights of Use on behalf of its Customers. In the event of a request for termination of the Agreement or non-renewal of the Agreement on expiry :

- the Partner loses, on the effective termination date, its right to distribute the Software to its Customers and its NFR License; and
- the Parties remain bound by all their obligations under the Contract with regard to Customers whose License and/or Rights of Use are still in force at the date of notification of the request for early termination or non-renewal of the Contract until the expiry date.

10. RESPONSIBILITY OF TELELOGOS

Telelogos declares and warrants to the Partner that it complies with the regulations applicable to it for publishing and marketing the Software. Telelogos is solely responsible for the quality of the Software. Consequently, Telelogos warrants to the Partner, during the three (3) months following the delivery of Licenses and/or Rights of Use, the compliance of the Software with the Software Documentation. Apart from this warranty, Telelogos offers no other warranty on the Software. In particular, Telelogos does not warrant the uninterrupted operation of the Software or that the Software is free from defects. Telelogos warrants to the Partner that it holds all intellectual property rights to the Software. Telelogos declares that the Software(s) do not constitute an infringement of any pre-existing work, and that it has respected and will respect the intellectual property rights of third parties, in particular copyright, design rights, patents, etc.

Telelogos also declares that the Software(s) do not constitute an infringement of any pre-existing work. In this respect, Telelogos defends the Software at its own exclusive expense and takes all appropriate measures to put a rapid end to any infringement of the Software that may disrupt the use of the Software by Customers. In accordance with the provisions of article L. 122-6-1 of the French Intellectual Property Code, Telelogos reserves the right to correct any errors or malfunctions in the Software. Telelogos is responsible for its services in accordance with the rules of common law and is subject to an obligation of means . Telelogos may only be held liable in the event of proven fault or negligence on its part, and is limited to direct damage suffered by the Partner, to the exclusion of any indirect damage of any kind whatsoever. In the event that Telelogos is held liable, the Parties expressly agree that, all sums combined, Telelogos may not be required to pay more than the amount of the invoices paid by the Partner over the last twelve (12) months in connection with the performance of the Agreement. The Partner assumes all liability towards its Customer, and indemnifies Telelogos against any action, recourse or claim by its Customer.

11. INTELLECTUAL PROPERTY

All intellectual property rights attached to the Software belong to and remain the exclusive property of Telelogos. No intellectual property rights shall 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 Telelogos' default, the source programs of the current version of the Software are registered with the Agence de Protection des Programmes in PARIS (France). For the purposes of the present article, Telelogos's failure is understood to include the following cases:

- in the event of Telelogos failing to fulfil one of its obligations, preventing the use of the Software and not remedied, after formal notice by the Customer, by registered letter with acknowledgement of receipt, remained unsuccessful;
- in the event of compulsory liquidation proceedings against Telelogos ;
- in the event of Telelogos ceasing operations, without the activity being resumed.

The Partner shall not, as a result, directly or indirectly, infringe Telelogos' intellectual property rights. In the absence of prior agreement from Telelogos, the Partner undertakes not to change or remove any mark or inscription appearing on the "screen pages", documentation and media of the



Software, indicating the name of Telelogos and the Software. The Partner undertakes to leave these marks or inscriptions on any total or partial reproduction of elements of the Software and related media. The Partner expressly refrains from pledging, assigning, renting, subletting, lending or communicating the Software and its technical documentation for any reason whatsoever.

12. INSURANCE

Telelogos acknowledges that it is insured for civil, operating and professional liability in order to cover its responsibilities and those of its employees during the performance of the Contract in the event of fault or negligence on the part of the latter.

13. PROTECTION OF PERSONAL DATA

For the purposes hereof, the terms "Data Processor", "Subcontractor" and "Processing" "Personal Data" shall have the meaning provided for by the regulations 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 collaborate actively in order to comply with the applicable regulations and to respond to any request/consultation/inspection by the competent authority. In the performance of the Contract, Telelogos may assume, in accordance with applicable regulations :

- responsibility as a subcontractor when processing data on behalf of the Partner;
- a responsibility as Data Controller when processing data relating to the Partner or its employees.

Telelogos' obligations with regard to the processing of personal data are described in Telelogos' personal data protection policy, available on the Website.

14. MISCELLANEOUS

14.1 Force majeure

The Parties may not be held liable if the non-performance or delay in performance of any of their obligations as described herein is due to a case of force majeure within the meaning of article 1218 of the French Civil Code (and as defined by the French courts, including any malfunction of telecommunications and Internet operators, or any health, bacterial, financial or climatic crisis). The

Party observing the event must, without delay, inform the other Party of its inability to perform its obligation and justify this to the latter. The suspension of obligations shall under no circumstances be a cause of liability for non-performance of the obligation in question, nor lead to the payment of damages or late penalties. The performance 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 the suspension of their mutual obligations has disappeared, the Parties shall make every effort to resume normal performance of their contractual obligations as soon as possible. To this end, the Party prevented shall notify the other Party of the resumption of its obligation. If the impediment is definitive or exceeds a duration of sixty (60) calendar days, the present contract shall be purely and simply terminated in accordance with the terms defined in article 8 "Termination of the Contract". For the duration of the suspension of the Contract due to force majeure, the Parties agree that the costs incurred by the situation shall be borne by the Party prevented from performing.

14.2 Assignment, transfer and/or subcontracting of the Contract

As the Agreement has been entered into *intuitu personae*, it may not be assigned or transferred in any way, for any reason or to any person whatsoever, and in particular in the form of the sale of a business, the lease management of a business, or the transfer 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 Resale Partnership Agreement to third parties of its choice.

14.3 Privacy policy

The Partner undertakes throughout the duration of the Agreement, and without limitation after its expiry, to maintain the strictest confidentiality concerning the Agreement, the Software, Telelogos' distribution and resale network, and any information communicated as confidential or to which it may have had access in connection with the performance of the Agreement, unless such information is publicly known. The Partner undertakes to ensure that all its employees comply with this confidentiality obligation.

14.4 Unpredictability

In the event that one of the Parties wishes to raise a case of unforeseeability in the performance of the Resale Partnership Agreement, as defined in article 1195 of the French Civil Code: "*a change in the economic circumstances surrounding the performance of the Agreement and significantly affecting the balance of the Agreement*", a prior and



compulsory attempt at conciliation shall be organized between the Parties, who shall refrain from any refusal to renegotiate. The Parties shall meet within a period of one (1) month from the date on which one Party notifies the other Party of the case of unforeseeability. If the renegotiation is successful, the Parties will draw up and conclude a new Resale Partnership Agreement within one (1) month of their agreement. If renegotiation fails, the Parties may, in accordance with the provisions of article 1195 of the French Civil Code, apply to the court by mutual agreement for the Contract to be adapted. However, if the change in circumstances unforeseeable at the time of conclusion of the Agreement is definitive or lasts for more than six (6) months, the Resale Partnership Agreement is purely and simply terminated, without compensation on either side.

14.5 Applicable law and jurisdiction

The Contract is governed by and subject to French law. Any and all disputes arising out of or in connection with the Contract and the agreements resulting therefrom, whether concerning their validity, interpretation, performance, resolution, consequences or consequences, shall be submitted to the jurisdiction of the Commercial Court of the City of Angers.

