

SOFTWARE LICENSE AGREEMENT (« LICENSE »)

1. DEFINITIONS

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

“**Customer**” refers to the legal entity that has subscribed to Software from Telelogos, directly or indirectly through the Partner, for its business operations.

“**Effective Date**” means, by default, the invoice issue date, which corresponds 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 dated between the 1st 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.

“**License**” means this Software License Agreement, governing the terms under which Telelogos grants a non-exclusive and non-transferable right to use the Software.

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

“**Parties**” or “**Party**” refers collectively or individually to Telelogos and/or the Customer.

“**Partner**” means any professional who has entered a RPA with Telelogos.

“**Purchase Order**” means the signed Quote or the purchase order—which refers to the Quote or is prepared in accordance with the Terms of Sale (‘TS’)—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.

“**Quote**” means the quote issued by Telelogos setting forth the terms and conditions under which Telelogos agrees to provide a License or a Right of Use.

“**Software**” refers to the software program(s) developed and published by Telelogos, as listed in the Purchase Order.

“**Software Documentation**” means the technical documentation for the installation and use of the Software, available upon opening the Software and/or on the Website.

“**Support and Maintenance Services**” means the support services (the “**Support Service**”) and maintenance services (the “**Maintenance Service**”), as defined in the Support and Maintenance Terms and Conditions, relating to Software and provided

directly by Telelogos to the Customer or, where applicable, through a Certified Partner.

“**Support and Maintenance T&Cs**” refers to the Support and Maintenance Terms and Conditions, available on the Website, which set forth the terms under which Telelogos undertakes to provide the Customer, either directly or through a Certified Partner, with Support and Maintenance Services.

“**TS**” refers to the Terms of Sale, available on the Website, which define the terms and conditions of sale, payment, and delivery of the products and services provided by Telelogos.

2. PURPOSE

This License sets forth the terms under which Telelogos grants the Customer the non-exclusive and non-transferable right to use the Software as detailed below. The License may not be assigned or transferred by the Customer, for any reason whatsoever, without the prior written consent of Telelogos. The License supplements the other documents provided to the Customer (namely, the Terms of Sale, the Purchase Order, and, where applicable, the Support and Maintenance Terms and Conditions, with which it forms a single contractual package.

3. EFFECTIVE DATE – TERM

The License takes effect on the Effective Date. Subject to early termination under the terms of Article 9 below, the License is granted for the statutory term of copyright protection for the Software.

4. INTENDED USE OF THE SOFTWARE

The Software, which is the subject of this Agreement, is intended for use by the Customer for the purposes of its own business operations, to the exclusion of any other use, including, in particular, the provision of the Software as a service to third parties, unless Telelogos has given its prior written consent.

5. USE OF THE SOFTWARE

The License is limited to the number of users, workstations, servers, and/or components specified in the Purchase Order. Should the Customer wish to expand the scope of use, it shall notify the Partner or Telelogos in writing and sign a new Purchase Order. Telelogos grants the Customer, for the term of the License, the rights to reproduce and use the Software, by the methods and on the media

specified in the Software Documentation, solely for the purpose of operating the Software in accordance with its intended use. The rights of use granted to the Customer are strictly limited to the acts necessary for the Customer to use the Software in accordance with its intended purpose and the provisions of the Intellectual Property Code. Apart from the right to use the Software under the conditions and within the limits detailed above, the Customer is not authorized, under the terms of the License, to:

- copy, reproduce, print, publish, transfer, transmit, or display all or part of the Software, in whole or in part, permanently or temporarily, in any form whatsoever, except to make a backup or archive in accordance with the terms of Article 7 below;
- sell, rent, pledge as collateral, lend, sublicense, or distribute the Software, in whole or in part, in any manner whatsoever;
- use the Software to provide, directly or indirectly, data processing, outsourcing, operation, or other similar services of any kind to any other individual or legal entity, unless Telelogos has given its prior written consent;
- modify, adapt, arrange, or merge, in any form whatsoever, all or part of the Software into other software or developments, except within the limits provided for by applicable regulations and/or expressly authorized by Telelogos;
- compile, decompile, disassemble, reverse engineer, or analyze the Software, except to the extent strictly permitted by applicable regulations, and in such cases, only after first enabling Telelogos to make the necessary modifications itself; and
- correct any anomalies or malfunctions on its own; Telelogos reserves this right exclusively for itself, in accordance with Section 6 below.

The License is granted on the condition that the Customer uses the Software on a hardware and software configuration that meets the requirements described in the Software Documentation. If the configuration differs, the Software may not function in accordance with its specifications, which the Customer expressly acknowledges. It is the responsibility of the Customer to verify, prior to any use of the Software, the legal and regulatory provisions in effect in the country or countries of use. Telelogos shall in no event be held liable for any use of the Software that does not comply with the applicable laws or regulations in the country of use.

6. UPDATES AND CORRECTIONS

Customers holding a License may subscribe, either directly or through a Partner, to Support and

Maintenance Services, as defined in the Support and Maintenance Terms and Conditions. The Support and Maintenance Services allow the Customer to benefit, under the terms of the Support and Maintenance Terms and Conditions: (i) from assistance in using the Software and resolving incidents, and (ii) from access to “Patches” and new versions of the Software— “Patch,” “Minor Version,” “Major Version,” intended to correct Malfunctions, add new features, adapt the Software to new environments, or improve its performance. In accordance with the provisions of Article L.122-6-1 of the Intellectual Property Code, Telelogos reserves the exclusive right to correct any Malfunctions identified in the Software. The Customer agrees, where applicable, to install or have installed, within a reasonable timeframe, the versions and patches made available to it, in accordance with the Software Documentation.

7. BACKUPS

The Customer is advised that a computer program is never entirely free of errors. Consequently, it is the Customer’s responsibility to regularly back up and archive its data, as often as it deems necessary, in order to limit the consequences of any incidents or Malfunctions. In accordance with the provisions of Article L. 122-6-1, II of the Intellectual Property Code, the Customer is authorized to make one (1) copy of the Software for backup purposes, after first notifying Telelogos. This copy may only be used in the event of a failure of the copy of the Software provided to the Customer. The Customer shall have the same rights and obligations with respect to the backup copy as with respect to the copy of the Software granted under the License.

8. FEES AND PAYMENT TERMS

In consideration of the License, the Customer agrees to pay the License fee, the amount of which is specified in the Purchase Order or Quote, under the terms and conditions set forth in the Purchase Order or Quote and in the TS. In the event of failure to pay within the agreed-upon time frame, the provisions of the TS regarding late payments and their consequences shall apply.

9. TERMINATION OF THE LICENSE

Each Party shall be entitled to terminate the License in the event of a breach by the other Party of any of its obligations under these , which has not been remedied within thirty (30) calendar days of receipt of a formal notice sent by certified mail with return receipt requested, specifying the alleged breach and the intention to invoke this clause. The failure of one Party to invoke a breach by the other Party of any of its obligations shall not be construed, in



the future, as a waiver of the right to invoke such a breach. In the event of termination of the License, for any reason whatsoever, the Customer agrees, effective as of the date of termination and without any additional formalities: (i) either to return to Telelogos all copies of the Software (including all components of the Software, such as media and copies made), as well as the Software Documentation in its possession, and to provide written assurance that the return is complete; (ii) or to provide Telelogos, in writing, with a certificate attesting to the destruction of all copies of the Software (including all the aforementioned components) and any copies of the Software Documentation in its possession. Termination of the License shall not affect any amounts already invoiced or due under the License as of the date of termination, which shall remain payable to Telelogos.

