

TELELOGOS TERMS OF SALE ("TS")

1. PREAMBLE

Telelogos is a simplified joint-stock company (SAS) with a capital of 100,000 euros, whose registered office is located at 3 avenue du Bois l'Abbé, 49070 Beaucouzé, France, and is registered with the Angers Trade and Companies Register under number 323 971 465 ("Telelogos"). Telelogos is a software publisher specializing in the fields of digital signage, communication, and mobility, and markets its software directly to its Customers or indirectly through Partners. As part of its commercial activities, Telelogos publishes and operates the Website, the primary purpose of which is to showcase its Software and to connect Telelogos with its Customers and/or Partners.

2. DEFINITIONS

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

"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 the end-user license agreement governing the terms and conditions 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.

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

"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 Subscription T&Cs" means the On-Premise Subscription Terms and Conditions, available on the Website, which set forth the terms and conditions for using Software under an On-Premise Subscription.

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

"Partner" means any professional who has entered into 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.

"Resale Partnership Agreement" or **"RPA"** means the partnership Contract entered between Telelogos and the Partner, the purpose of which is to establish the terms under which the Partner is authorized to distribute one or more Software products.

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

"Software" means the software program(s) developed and published by Telelogos, 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" refers to 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 to the Customer directly by Telelogos or, where applicable, through a Certified Partner.

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

"Telelogos SaaS" means the commercial offering proposed and provided by Telelogos, comprising (i) a Right to Use Software hosted on Telelogos'

servers, and (ii) the provision of Support and Maintenance Services for such Software.

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

“Telelogos SaaS T&Cs” means the Telelogos SaaS Terms and Conditions, available on the Website, which set forth the terms and conditions for access to and use of the Telelogos SaaS.

“Website” means the Telelogos website, <https://www.telelogos.com/legal>.

3. PURPOSE – CONTRACTUAL FRAMEWORK – SCOPE OF APPLICATION

The Customer, having reviewed all the features of the Software, wishes to obtain the right to use the Software(s) in the course of its business operations. The Customer acknowledges that it has received all necessary and useful information to enable it to evaluate the Software’s features and to enter into this Contract with full knowledge of the facts. The purpose of these Terms of Sale (“**TS**”) is to define the terms and conditions of sale, payment, and delivery of the rights and services provided by Telelogos. The contractual relationship between the Customer and Telelogos is governed by the provisions of the Purchase Order, the TS, and—depending on the product or service provided—the License, the On-Premise Subscription T&Cs, the Telelogos SaaS T&Cs, the Data Processing Agreement, and the Support and Maintenance T&Cs; these documents together form a contractual package hereinafter referred to as the **“Contract.”** All documents comprising the Contract are provided to the Customer prior to the execution of the Purchase Order and are available at any time on the Website. They are provided without delay to the Customer upon request. By signing a Purchase Order or countersigning a Quote, the Customer acknowledges and represents that (i) they have received all necessary information relevant to their consent prior to entering into the Contract, (ii) having reviewed the Software Documentation and the terms of the Contract, (iii) having verified that the Software meets their needs, (iv) having the necessary resources to use the Software in the course of their business operations, in accordance with the selected subscription mode (On-Premise Purchase Mode, On-Premise Subscription Mode, or Telelogos SaaS Mode), and (v) to have waived the right to rely on any conflicting document, including the Customer’s own general terms and conditions of purchase. Any amendment to the Contract must be set forth in special terms and conditions duly accepted and signed by Telelogos and the Customer. Otherwise, any modification or

alteration made to the Contract by the Customer shall be null and void.

4. ORDERS AND DELIVERY OF SOFTWARE OR RIGHTS OF USE

4.1 Execution of a Purchase Order

Sales between the Parties are finalized only after the Customer has executed or accepted a Purchase Order or a Quote and submitted it to Telelogos.

4.2 Delivery of the Software or License Rights

Telelogos undertakes, no later than two (2) business days from receipt of the Purchase Order—unless otherwise requested or agreed upon, and provided that it has received all necessary technical information regarding the Customer—to:

- confirm the feasibility of providing the Customer with the Software or the Rights of Use under the terms of the Purchase Order; and
- provide the Contact with the Software or the Rights of Use, under the terms specified in the Purchase Order.

For any confirmed order, Telelogos will send the Contact, via email or through the Contact’s login to the Telelogos intranet, the information necessary for the Customer’s use of the Software or the Rights of Use, namely, depending on the subscription plan selected:

- **For the On-Premise Acquisition Mode:**
 - the web address for accessing the Software and downloading additional technical materials such as the Software Documentation;
 - the registration keys corresponding to the confirmed order.
- **For the On-Premise Subscription Mode or Telelogos SaaS Mode:**
 - the web address for accessing Telelogos SaaS and downloading additional technical materials such as the Software Documentation;
 - the Customer’s login ID; and
 - if applicable, the Partner’s access codes, on behalf of its Customers, for the initial connection to Telelogos SaaS.

The aforementioned timeframe is not a strict deadline, and Telelogos shall not be held liable to the Customer in the event of a delivery delay not exceeding two (2) days. In the event of a delay exceeding two (2) days, and after a formal notice has remained unanswered for a reasonable period, the Customer may request termination of the Contract for the order in question. Any amounts already paid will then be refunded to the Customer by Telelogos. Telelogos shall under no circumstances be held liable in the event of a delay



or suspension of delivery attributable to the Customer or in the event of force majeure. Installation of the Software is performed by the Partner or the Customer, in accordance with the installation procedure contained in the Software Documentation, under their own responsibility. The technical specifications of the Software, the hardware configuration required to use the Software, and the required operating system are described in the Software Documentation.

5. SUPPORT AND MAINTENANCE SERVICES

Telelogos provides Support and Maintenance Services to eligible Customers or those who have subscribed to these services, under the terms of the Support and Maintenance Terms and Conditions. Telelogos reserves the right to subcontract the provision of Support and Maintenance Services to any third party; provided, however, that Telelogos shall remain responsible for the performance of such services by its subcontractors within the limits set forth below.

6. 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 for the provision of these other services will be specified in the Purchase Order. These other services will be invoiced upon order and must be performed within a maximum period of six (6) months from the Effective Date. If such services are not performed within the timeframe due to the Customer's fault, it is specifically agreed between the Parties—unless otherwise agreed—that the amounts paid for these other services shall be retained by Telelogos as a lumpsum indemnity in full satisfaction of all claims.

7. SALES OF THIRD-PARTY HARDWARE AND SOFTWARE

Sales of third-party hardware and software (software resold by Telelogos but produced by publishers other than Telelogos) are subject to a retention-of-title clause in favor of Telelogos until full payment of the corresponding invoice has been received. The warranties applicable to such third-party hardware and software are those provided by their manufacturers or publishers. Telelogos provides no warranty for this third-party hardware and software.

8. BILLING AND PAYMENT

8.1 General Provisions

Invoices are issued on the Effective Date and, in the case of an Annual Subscription, annually on that same date. Invoices are subject to all applicable taxes and fees and are payable, net and without discount, within a maximum of thirty (30) days from the invoice date. Invoices are payable in advance, by automatic debit or bank transfer, according to the payment schedule set forth in the Purchase Order. To prevent any failure to pay, and unless otherwise agreed by the Parties, Telelogos shall provide the Customer, within the timeframes specified in Article 4, with a temporary registration key, which shall then be replaced by a permanent registration key once Telelogos has acknowledged receipt of full payment. The Annual Subscription Fee may be increased in the first year to include any installation fees or other services as described in Article 6 and detailed in the Purchase Order. The amount of the Annual Subscription Fee is set forth in the Purchase Order for the entire initial term of the Rights of Use.

8.2 Rights of Use

Regarding the Rights of Use, it is specified that the pricing terms set forth in the Purchase Order apply throughout the term of the Purchase Order. Any order to extend the Rights of Use gives rise to an initial additional fee, payable in advance, calculated on a *pro rata basis* between the Effective Date of the extension and the anniversary date of the Effective Date of the initial Purchase Order.

8.3 Support and Maintenance Services

Telelogos bills the Customer annually for the fee for Support and Maintenance Services on the anniversary date of the Effective Date of the initial Purchase Order. Any extension during the term gives rise to an initial additional fee, payable in advance, calculated on a *pro rata basis* between the Effective Date of the extension and the anniversary of the Effective Date of the initial Purchase Order. The fee is revised annually on the anniversary of the Effective Date to reflect the annual change in the SYNTEC index, as well as the number of Licenses, Rights of Use, and/or extensions of Rights of Use. The reference SYNTEC index is specified in the Quote and/or the Purchase Order. Should the SYNTEC index cease to exist, the President of the Commercial Court with jurisdiction over Telelogos' registered office shall have exclusive authority to replace it with a new, appropriate index. One month prior to the anniversary of the Effective Date, Telelogos shall send a renewal Quote to the Customer. The Customer shall submit a Purchase Order to Telelogos no later than the Effective Date of renewal. A Customer wishing to resubscribe to the Support and Maintenance Services after a period of non-renewal must first: (i) migrate all of its Licenses to the Current Commercially Available



Version, under commercial terms to be agreed upon with Telelogos; and (ii) pay an amount corresponding to, at most, the value of the Support and Maintenance Services for the period of non-renewal, in accordance with the terms set by Telelogos. The specific terms for resuming Support and Maintenance Services will be provided to the Customer upon request.

8.4 Late Payment

In the event of a delay in payment of an invoice by the Customer, late payment penalties calculated at three (3) times the statutory interest rate, applicable to the total amount (including tax) shown on said invoice, shall automatically and as of right be due to Telelogos, without any formalities or prior notice. Any late payment shall also result in the payment of a lump-sum 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 Customer until the unpaid invoices have been paid in full; and, if necessary, to terminate the Contract under the terms set forth in the Contract. In such a case, all costs associated with the suspension and/or termination of the Contract shall be borne by the Customer.

8.5 Customer's Commitment

It is specifically agreed between the Parties that in the event a Customer wishes to terminate the Rights of Use or the Support and Maintenance Services to which it has subscribed early, for any reason whatsoever, all fees, prices, and fees due under such subscription shall remain payable to Telelogos for the entire duration of the current subscription period, as a lumpsum and full indemnity.

8.6 Audit Rights

Telelogos may, once a year and at its own expense, conduct an audit of the Customer, provided fifteen (15) days' notice is given. The purpose of this audit is to verify that the number of Licenses/Rights of Use ordered matches the number used by the Customer and the number actually invoiced by Telelogos. The audit conducted by Telelogos shall not interfere with the Customer's day-to-day operations.

9 INTELLECTUAL PROPERTY

All intellectual property rights associated with 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 Customer by or under the Contract. To ensure the continued use of the Software in the event of Telelogos default, the source code for the

Current Commercially Available Version of the Software is deposited with the Agence de Protection des Programmes in Paris (France). For the purposes of this section, "default by Telelogos" refers to the following cases:

- in the event of a breach by Telelogos of any of its obligations, preventing the use of the Software and not remedied, after formal notice by the Customer via certified letter with acknowledgment of receipt, which has remained unsuccessful;
- in the event of judicial liquidation proceedings against Telelogos; and
- in the event of Telelogos cessation of business operations, without resumption of operations.

In the event of access to the source code, the Customer or any other third party designated by the Customer is authorized to reproduce and adapt the Software's source code for the sole purpose of performing or having performed maintenance on the relevant Software, for the Customer's own and exclusive needs, for as long as the Customer uses the Software. Telelogos warrants to the Customer that it holds all intellectual property rights relating to the Software. Telelogos declares that the Software does not constitute an infringement of any pre-existing work, and that it has respected and will continue to respect the intellectual property rights of third parties, including copyrights, design rights, patents, etc. Accordingly, , Telelogos shall defend the Software at its sole expense and take all appropriate measures to promptly put an end to any infringement of the Software that disrupts the Customer's use of the Software. If all or part of the Software is found, by a final court decision, to constitute an infringement, or if Telelogos determines that it is likely that the Software, in whole or in part, will be deemed an infringement, Telelogos may, at its option, (i) provide the Customer with non-infringing software having the same functionality, (ii) secure the right for the Customer to continue using the Software, or (iii) terminate the Contract and reimburse the Customer for any amounts paid under the Contract. In accordance with the provisions of Article L. 122-6-1 of the Intellectual Property Code, Telelogos reserves the right to correct any errors or malfunctions in the Software. In light of Telelogos' intellectual property rights in the Software, the Customer agrees, in particular, to (i) use or employ the Software or the Rights of Use for the purposes of its business activities, in a manner consistent with their intended purpose and in accordance with the terms of the Contract, (ii) not 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 provisions of Article L. 122-6-1 of the Intellectual Property Code, (iii) not to sell, rent, pledge, lend, sublicense, or distribute the Software in any manner whatsoever, (iv) not to use the Software to provide data processing, outsourcing, or operational services, or any other similar services of any kind whatsoever to any other individual, company, or entity, (v) not to modify, adapt, arrange, or merge, in any form whatsoever, all or part of the Software, (vi) not to compile, decompile, disassemble, translate, or analyze the Software except within the limits provided for by applicable regulations, (vii) not to correct any defect of any kind on its own; as Telelogos alone reserves this right; (viii) not to infringe upon Telelogos' intellectual property rights in any form whatsoever; and (ix) without Telelogos' prior consent, not to alter or remove any trademarks or inscriptions appearing on the "screen pages," documentation, and media of the Software that indicate the name of Telelogos and the Software. The Customer agrees to allow these trademarks or inscriptions to remain on any reproduction, in whole or in part, of the Software components and related media. The rights granted to the Customer are further limited to the number of users specified in the Purchase Order. The Customer is solely responsible for his own use of the Software or the Rights of Use made available to it, as well as for the use made of them by its users. The Customer shall promptly notify Telelogos of any infringement, parasitic use, unfair competition, or any other unlawful practice that may harm the Software, which it may observe or become aware of.

10 WARRANTY

Telelogos represents and warrants to the Customer that it complies with the regulations applicable to it regarding the development and marketing of Software. The Customer is advised that, by its very nature, Software may not meet anticipated needs. Telelogos is solely responsible for the quality of the Software. Accordingly, Telelogos warrants to the Customer, for a period of three (3) months following the delivery of the License and/or Right of Use, that the Software conforms to its Software Documentation. Telelogos reserves the right to use the most appropriate method to correct any non-conformity in the Software. Aside from this warranty, Telelogos offers no other warranties regarding the Software. Telelogos does not guarantee the uninterrupted operation of the Software or that the Software is free from any defects. Consequently, the Customer is reminded that it is the Customer's responsibility to take all necessary steps to establish adequate contingency

plans and to take all appropriate measures to minimize any harmful consequences related to a possible interruption of operations or to the Software resulting from its use.

11 LIABILITY OF TELELOGOS

Each Party is liable, under the terms of general contract law, for direct damages it causes to the other Party because of the non-performance or improper performance of its contractual obligations. Under the terms of this Contract, and unless otherwise required by mandatory law, each Party's liability is excluded for all indirect damages, such as, but not limited to: loss of revenue, profits, contracts, or anticipated savings; damage to brand image or reputation; commercial losses; and any claims by third parties against the Customer, except where such a claim results directly from a breach by the relevant Party of its obligations under the Contract. Subject to the provisions below, Telelogos' total and aggregate liability, on any and all grounds, under the Contract is expressly limited, for the entire term of the Contract, to the amount (excluding taxes) actually paid by the Customer to Telelogos under the Contract during the twelve (12) months preceding the event giving rise to liability. Where the Contract covers multiple Software products and/or services that are invoiced separately, the liability cap set forth above shall be assessed on a per-Software-product or per-service basis, based on the amounts paid for such Software product or service during the preceding twelve (12) months. These limitations do not apply:

- to damages resulting from a material breach or gross negligence on the part of the relevant Party;
- to damages resulting from a proven infringement of Telelogos' intellectual property rights by the Customer, or, conversely, from an infringement committed by the Software under the conditions set forth in the "Intellectual Property" section of the TS;
- to bodily injury caused to individuals.

In any event, any administrative penalties that may be imposed by a supervisory authority (in particular the CNIL) against the Customer or Telelogos do not constitute damages eligible for compensation under the Contract, unless expressly provided otherwise in a specific agreement between the Parties. Telelogos implements security measures in compliance with Article 32 of the GDPR and applicable industry standards, as described in its information systems security policy and, where applicable, in the Data Processing Agreement (DPA) entered with the Customer. Telelogos shall not be held liable in the event of:



- use of the Telelogos Software or SaaS that does not comply with the Contract, the Software Documentation, or the technical requirements communicated to the Customer;
- the Customer's failure to meet its own security obligations (access management, backups, updates, configuration of its environment);
- the Customer's refusal or unjustified delay in installing or accepting updates or patches identified as necessary to maintain the security or compliance of the Telelogos Software or SaaS;
- malfunctions, data loss, or security breaches resulting from the Customer's or its service providers' infrastructure, equipment, or third-party software.

Neither Party shall be held liable for any breach of its obligations resulting from a force majeure event as defined in Article 1218 of the Civil Code and French case law, as specified in the force majeure clause of the Contract. In particular, Telelogos shall not be held liable for service interruptions or degradations attributable to:

- the Internet or telecommunications networks;
- the Customer's or its service providers' equipment or software;
- to instances of unavailability covered by the exceptions set forth in the Telelogos SaaS Terms and Conditions (maintenance periods, downtime excluded from availability calculations, etc.).

The limitations and exclusions of liability set forth in this section apply regardless of the basis of the claim (contractual, tort, quasi-tort, product liability, etc.) and even in the event of a warranty claim or the joinder of a third party, to the extent permitted by law.

12 CUSTOMER'S LIABILITY

The Customer agrees to use its Rights to Use the Software in accordance with applicable regulations and indemnifies Telelogos against any claims or damages based on the illegality or non-compliance of the Customer's use of the Rights to Use the Software. The Customer must, prior to any use of the Software, verify the legal provisions in effect in the country of use. The Customer shall not, through the Software or its Rights of Use, process any material or data that is threatening, offensive, violent, defamatory, obscene, or infringes on property rights, or more generally, that is prohibited or contrary to applicable commercial, criminal, or civil regulations. Consequently, the Customer shall hold Telelogos harmless and indemnify Telelogos

against any third-party claims related to the content of data transmitted, disseminated, processed, and/or reproduced via the Software or its Rights of Use, arising from the Customer's actions. The Customer shall indemnify Telelogos for all costs, charges, and expenses, as well as all direct and indirect damages that Telelogos may incur as a result, including all reasonable fees and expenses of Telelogos legal counsel, even if based on a non-final court decision. The Customer, or the Partner, is solely responsible for any consequences arising from the hosting of the Customer's information and data on the Customer's servers, the Partner's servers, or the servers of any other service provider engaged by either of them. The Customer is solely responsible for any malfunctions resulting from (i) hardware or technical defects in its players and devices, and (ii) failure to comply with the Software Documentation.

13 INSURANCE

Telelogos acknowledges that it is insured for civil liability, business liability, and professional liability to cover its liabilities and those of its employees during the performance of the Contract in the event of fault or negligence attributed to them. Upon reasonable request by the Customer, Telelogos shall provide a valid insurance certificate.

14 PROTECTION OF PERSONAL DATA

For the purposes hereof, the terms "**Data Controller**," "**Data Processor**," and "**Processing**" and "**Personal Data**" have the meanings set forth in the regulations applicable to the processing of personal data, including Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 (hereinafter the "GDPR"). Within the framework of their contractual relationship, the Parties agree to comply with the regulations in force governing the protection of Personal Data and to actively cooperate to ensure compliance with applicable regulations and to respond to any request, inquiry, or audit by the competent authority. While performing the Contract, Telelogos may, in accordance with applicable regulations:

- responsibility as a Data Controller when processing data relating to the Customer or its employees for the purposes of managing the contractual relationship, billing, the security of its information systems, or, more generally, to comply with its legal obligations;
- responsibility as a Data Processor when it processes data on behalf of the Customer, particularly in connection with the provision of the Telelogos SaaS and, where applicable, certain Support and



Maintenance Services, in accordance with the provisions of the Data Processing Agreement (DPA) appended to the Telelogos SaaS Terms and Conditions or, failing that, the Special Terms and Conditions.

Except in cases of subcontracting expressly provided for in the Contract or the DPA, Telelogos processes Personal Data in its capacity as Data Controller. To prepare, enter, or perform the Contract, Telelogos processes the Customer's Personal Data necessary for order processing, payment, managing the business relationship, and complying with its legal obligations (particularly regarding billing and accounting). The Customer is informed that Telelogos applies retention periods, archiving rules, and anonymization procedures tailored to each processing activity, and restricts access to authorized personnel only. Telelogos implements appropriate technical and organizational measures to ensure a level of security appropriate to the risk, in accordance with Article 32 of the GDPR. Telelogos documents these measures in its information systems security policy, which it makes available to the Customer in summary form upon reasonable request. For any information or to exercise their rights regarding the processing of Personal Data carried out by Telelogos in its capacity as Data Controller (right of access, rectification, erasure, objection, restriction, and portability, within the limits provided for by regulations), the Customer may contact Telelogos at the following address: rgpd@telelogos.com.

15 MISCELLANEOUS

15.1 General conditions for the use of internet

The Customer hereby acknowledges and accepts the characteristics and limitations of the Internet, and in particular that:

- data transmissions over the Internet are only relatively reliable, as they travel over heterogeneous networks with varying technical characteristics and capacities that may, in certain situations, become overloaded;
- Internet users may be located anywhere in the world, and the information disseminated by the Customer may be reproduced, displayed, and more generally disseminated without any geographic limitations;
- certain specific networks may be subject to special agreements and access restrictions;
- data transmitted over the Internet and provided by the Customer is not protected against potential misuse;
- it is the Customer's responsibility to take all necessary measures to protect its own data

from virus infection and from any attempted intrusion by unauthorized third parties; and

- it is the Customer's responsibility to comply with the regulations applicable to the dissemination of information on the Internet, in particular the mandatory provisions intended to ensure the protection of public order and public decency.

15.2 Force Majeure

The Parties shall not be held liable if the failure to perform or any delay in the performance of any of their obligations, as described herein, results from a force majeure event within the meaning of Article 1218 of the Civil Code (and as defined by French courts, including any malfunction of telecommunications and Internet service providers, any health, bacterial, financial, or climatic crisis). The Party that becomes aware of the event must immediately inform the other Party of its inability to fulfil its obligation and provide justification to the other Party. The suspension of obligations shall in no event constitute grounds for liability for non-performance of the obligation in question, nor shall it give rise to the payment of damages or late payment penalties. Performance of the obligation shall be suspended for the entire duration of the force majeure event 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 ceases to exist, the Parties shall make every effort to resume the normal performance of their contractual obligations as quickly as possible. To this end, the Party prevented from performing shall notify the other Party of the resumption of its obligation. If the impediment is permanent or exceeds a period of sixty (60) calendar days, this Contract shall be terminated outright in accordance with the terms set forth in the Contract. Throughout the period during which the Contract is suspended due to force majeure, the Parties agree that the costs incurred because of the situation shall be borne by the impeded Party.

15.3 Assignment, Transfer, and/or Subcontracting of the Contract

Since the Contract is entered *into intuitu personae*, it may not be assigned or transferred in any manner, for any reason, or to any person whatsoever—including, but not limited to, through the assignment of a business, the leasing of a business under a management agreement, or the transfer of securities or capital contributions to a company—without the express, prior, and written consent of the other Party. Telelogos is free to subcontract its services under the Contract to third parties of its choice.



15.4 Confidentiality

. The Customer agrees, throughout the term of the Contract and without limitation after its expiration, to maintain the strictest confidentiality regarding the Contract, the Software, and any information disclosed as confidential or to which the Customer may have had access in connection with the performance of the Contract, unless such information is already in the public domain. The Customer agrees to ensure that all its personnel comply with this confidentiality obligation.

15.5 Force Majeure

In the event that either Party wishes to raise, in connection with the performance of the Contract, a case of unforeseeable circumstances, as defined in Article 1195 of the Civil Code: *“a change in economic circumstances surrounding the performance of the Contract that significantly and adversely affects the balance of the Contract,”* a prior and mandatory attempt at conciliation shall be organized between the Parties, and the Parties shall not refuse to renegotiate. The Parties shall meet within one (1) month from the date on which one Party notifies the other Party of the force majeure event. If the renegotiation is successful, the Parties shall draft and enter into a new Contract within one (1) month of reaching an agreement. If the renegotiation fails, the Parties may, in accordance with the provisions of Article 1195 of the Civil Code, jointly request that a judge adjust the Contract. However, if the change in circumstances—which was unforeseeable at the time the Contract was entered into—is permanent or persists for more than six (6) months, the Contract shall be terminated outright, without compensation to either party, subject to the collection of any amounts due under the Contract.

15.6 Cybersecurity and Regulatory Cooperation

Each Party shall, at its own expense, implement appropriate technical and organizational measures to ensure a level of security commensurate with the risks associated with the use of the Software, the Rights of Use, and/or Telelogos SaaS, in accordance with applicable regulations and current professional standards. Where one of the Parties is subject to a specific cybersecurity or information systems security regime (in particular pursuant to Directive (EU) 2022/2555, known as “NIS 2,” or any national implementing regulations), it shall inform the other Party to the extent necessary for the proper performance of the Contract. The Parties shall cooperate in good faith to enable the affected Party to meet its regulatory obligations, particularly in the

event of an audit or a request for information from a competent authority, under reasonable conditions and without compromising the integrity, security, or confidentiality of the other Party’s systems and data. Such cooperation may, where applicable, be subject to specific practical and financial terms set forth in an amendment and/or in the Special Terms and Conditions.

15.7 Ethical, Social, and Environmental Commitments

Each Party hereby declares that, in the performance of the Contract, it will comply with the regulations applicable to it regarding:

- labor law and social protection (including the prohibition of forced or compulsory labor, the prohibition of child labor, and compliance with rules regarding working hours, occupational health, and safety);
- the fight against corruption, influence peddling, fraud, and money laundering;
- environmental protection, particularly regarding waste management, pollution prevention, and the control of resource consumption.

Each Party further undertakes to raise awareness among its employees involved in the Contract regarding the above principles and to take all reasonable measures to prevent and put an end to any serious breach of which it becomes aware. In the event of a serious and repeated breach by one of the Parties of these commitments, duly established and not remedied within a reasonable time after formal notice, the other Party may, without prejudice to any other remedy, terminate the Contract under the conditions set forth in the termination clause for breach

15.8 Translation of the TS

The French version of the Terms of Sale shall prevail over any translations in the event of a dispute, litigation, difficulty in interpreting or enforcing these Terms of Sale, and, more generally, regarding the existing relationship between the Parties.

15.9 Governing Law and Jurisdiction

This Contract is governed by and subject to French law. Any disputes arising from this Contract and any agreements derived therefrom—including those concerning their validity, interpretation, performance, termination, consequences, and effects—shall be subject to the jurisdiction of the Commercial Court of Angers.

