TELELOGOS TERMS OF RESALE
("TR")

1. DEFINITIONS

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

"Agreed Telelogos SaaS Partner" means a Partner who has been trained and agreed by Telelogos under the terms of Article 4.1.

"**Agreement**" has the meaning given to it in Article 2 hereof.

"**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.

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

"Certified Partner" means a Partner who has been trained and certified by Telelogos under the terms of article 4.2.

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

"**Customer-Partner Contract**" means the Contract entered between the Partner and the Customer, the purpose of which is, in particular, for the Customer to obtain a License or a Right of Use.

"Digital Service" means any service enabling the Customer to create, process, store, or share data, provided by Telelogos as part of the Telelogos SaaS or, where applicable, by the Partner as part of the Partner SaaS.

"**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 the1st 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.

"Level 0 Support" includes access, by the Customer or Partner, to Telelogos' online support tools, which contain answers to questions regarding the installation and use of the Software or solutions to Malfunctions that have already been identified and resolved. These tools include Software's online help as well as various resources accessible through the Telelogos support portal, such as user guides, tutorials, technical documentation, and a knowledge base.

"Level 1 Support" provides assistance to Customers who have not found a solution through Level 0 Support. This assistance is provided by a Certified Partner, or by Telelogos when the Customer has subscribed to the Support and Maintenance Service. This assistance includes the reissuance of license keys and usage rights, as well as guiding customers through the implementation, configuration, and use of the Software, and the resolution of 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 the Customer, Level 2 Support analyzes incidents to identify causes, implement workarounds, and develop fixes.

"Level 3 Support" includes the development of fixes.

"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 a RPA with Telelogos.

"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.

"Partner SaaS Mode" means the obtaining by the Customer indirectly, exclusively through a Certified Partner, of a Right of Use to the SaaS Partner.
"**Patch**" means a modification to the Software that resolves a Malfunction without having to wait for a new Major or Minor Version to become available**.**
"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.
"Referred Partner" means any Partner who is not a "Certified Partner" or an "Agreed Telelogos SaaS Partner".
"Current Commercially Available Version" means the latest available Major or Minor version of 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 Appendix 1 of the Resale Partnership Agreement.
"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.
"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.
"TR" means the Telelogos Terms of Resale, available on the Website, governing the contractual relationship between Telelogos and the Partner.
"**Trademark**" means the Telelogos trademark, logo, and any other distinctive sign related to the Software.
"**TS**" means the Terms of Sale, available on the Website, defining the terms and conditions of sale, payment, and delivery of the products and services provided by Telelogos.
"**Website**" means the Telelogos website, https://www.telelogos.com/legal.

2. PURPOSE – CONTRACTUAL FRAMEWORK

The purpose of these Terms of Resale 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, non-transferable, and non-sublicensable right—unless Telelogos provides prior written consent—to distribute the Software, the Rights of Use, and the Support and Maintenance Services, within the Territory, as part of the Partner's business activities, and exclusively to Customers acting for professional purposes. The contractual relationship between the Parties is governed by the provisions of the RPA, the TR, the TS, the License, the On-Premise Subscription T&Cs, the Telelogos SaaS T&Cs, the Data Processing Agreement, and the Support and Maintenance T&Cs and the signed Purchase Orders; these documents together form a contractual package hereinafter referred to as the **"Agreement**." In the event of a conflict between the provisions comprising the Contract, the following order of priority shall apply, unless expressly stated otherwise: 1. The RPA, 2. the TR, 3. The TS, 4. the License, the On-Premise Subscription T&Cs, the Telelogos SaaS T&Cs, the Data Processing Agreement, and the Support and Maintenance T&Cs, depending on the services subscribed to, and

5. the Purchase Orders. The Parties declare that they are legally and financially independent legal entities and act in their own name and under their sole responsibility; each Party therefore undertakes not to make any commitment in the name and on behalf of the other Party, for which it may under no circumstances act as a substitute. The Parties declare that the Agreement shall in no event be construed as a mandate of common interest or as a commercial agency agreement, in particular within the meaning of the provisions of Article L. 134-1 of the French Commercial Code. The Partner shall not enjoy any exclusivity from Telelogos under the Agreement.

3. COLLABORATION BETWEEN THE PARTIES

The Parties shall cooperate in good faith for the purpose of performing the Agreement. 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 promptly notify Telelogos of any infringement, parasitic use, unfair competition, or any other unlawful practice that may harm the Software(s) that the Partner may observe or become aware of. The Parties shall cooperate in good faith to ensure that the Software and Digital Services comply with applicable regulations, particularly regarding information system security and the protection of personal data.

4. RIGHTS AND OBLIGATIONS OF THE PARTNER

4.1. General Rights of the Partner

(a) Distribution Rights

Under the Agreement, Telelogos grants to the Partner, who accepts, in accordance with the terms and conditions of the Agreement, a non-exclusive and non-transferable right, for the entire term of the Agreement, to distribute within the Territory, as part of its business activities, 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, Partner SaaS Mode. Consequently, the Partner is authorized to distribute, in accordance with the terms and conditions of the Agreement, within the Territory, for the entire term of the Agreement: Licenses, Rights of Use, extensions to Licenses and Rights of Use, and Support and Maintenance Services.

(b) Right to Use the Trademark

The Partner has the non-exclusive, non-transferable, and non-sublicensable right—without the prior written consent of Telelogos—to use the Trademark solely within the scope of and for the sole purpose of performing the Agreement. The elements related to the Trademark that may be used by the Partner are provided to the Partner, upon request, by Telelogos. The Partner acknowledges that the Agreement does not confer any intellectual property rights in the Trademark upon the Partner. The Partner may not distribute the Software as "white-label" software, unless Telelogos has given its prior written consent. The Partner has the right to inform the public that it is a Telelogos reseller, to advertise the Software, and more generally to make direct and public use of the Trademark in order to promote and distribute the Software under the terms set forth in the Agreement. The Partner may promote and distribute the Software, including through online channels, provided that it complies with the quality, image, and presentation criteria defined by Telelogos. When Telelogos establishes a selective distribution network, Telelogos may, for certain Software, object to the use of third-party platforms that do not comply with these objective and proportionate criteria. Telelogos may object to any promotional activity that does not comply with the aforementioned conditions, and the Partner agrees to promptly remove any promotional material contested by Telelogos. The Partner may use the Software Documentation, provided that no modifications are made to it. Either Party may cite the other Party as a business reference. As part of its promotional activities, the Partner agrees not to present to Customers any contractual terms or warranties that are inconsistent with the current General Terms and Conditions of Sale.

(c) Partner Discounts

Throughout the term of the Agreement, the Partner shall be entitled to preferential discounts under the terms set forth in Appendix 2 of the Reseller Partnership Agreement (RPA). Telelogos may adjust the amount of these discounts upon each renewal of the Agreement, based in particular on changes in pricing, business volumes achieved, or the Partner's certification level, in full compliance with the terms defined in the Reseller Partnership Agreement.

4.2. Specific Rights of the Agreed Telelogos SaaS Partner

(a) Partner Agreement

A Partner is an Agreed Telelogos SaaS Partner for one or more software products. To qualify for this designation, the Partner must have at

least one (1) Agreed Correspondent on staff—that is, a technical contact who has completed the training offered by Telelogos on the selected Software and has been agreed by Telelogos upon completion of that training. In the event that the Agreed Correspondent leaves the company, for any reason whatsoever, the Agreed Telelogos SaaS Partner agrees to designate, as soon as possible, a new technical contact, who must complete the training organized by Telelogos and be agreed. If the situation is not rectified within three (3) months of the Agreed Correspondent's departure, the Partner automatically loses its status as an Agreed Telelogos SaaS Partner for the relevant Software.

(b) Customer Services

The Agreed Telelogos SaaS Partner may train its Customers on how to use the Telelogos SaaS console for the Software for which it is authorized.

(c) NFR License

For the purposes of performing the Agreement, the Agreed Telelogos SaaS Partner is granted an NFR (*Not For Resale)* License for the Software for which it is authorized. This Right of Use is granted, free of charge, for the term of the Agreement, for the exclusive purposes of testing, demonstration, and sales promotion. As the resale of the NFR Right of Use is prohibited, the Partner agrees not to market it.

4.3. Specific Rights of the Certified Partner

(a) Partner Certification

A Partner is certified for one or more software products. To qualify for certification, the Partner must have at least one (1) Certified Contact on staff—that is, a technical contact who has completed the training offered by Telelogos on the selected software product(s) and who, upon completion of the training, has passed the knowledge assessment administered by Telelogos. In the event that the Certified Contact leaves the company, for any reason whatsoever, the Certified Partner agrees to designate a new technical contact as soon as possible, who must complete the training organized by Telelogos and pass the knowledge assessment. If the situation is not rectified within three (3) months of the Certified Correspondent's departure, the Partner automatically loses its status as a Certified Partner for the relevant Software.

The Certified Correspondent must complete any refresher training required by Telelogos. Failure to do so may result in the Partner losing its certification.

(b) Customer Services

The Certified Partner may market the Software covered by the certification through any distribution channel, including the Partner SaaS Model. The Certified Partner may install the Software covered by the certification on its own servers or on those of its Customers, configure it, integrate it, and operate it. The Partner may train its Customers on the Software covered by the certification. The Partner may provide Level 1 Support directly for this Software to its Customers on whose behalf it has subscribed to the Maintenance Service with Telelogos.

(c) NFR License and Right of Use

For the purposes of performing the Agreement, the Certified Partner is granted an NFR (Not For Resale) License for the Software for which it is certified and an NFR Right of Use for the SaaS. This License and this Right of Use are granted, free of charge, for the term of the Agreement, for the exclusive purpose of testing, demonstration, and sales promotion. Since the resale of the NFR License and the NFR Right of Use is prohibited, the Partner agrees not to market them.

4.4. Partner's Obligations

(a) Actively Distribute Within the Territory

Under the Agreement, the Partner agrees to:

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

(b) Enter into a Customer-Partner Contract

The Partner agrees to enter into, with each of its Customers, a Customer-Partner Agreement governing the use of the Software in On-Premise - Acquisition Mode, On-Premise Subscription Mode, Telelogos SaaS Mode, or, where applicable for Certified Partners, Partner SaaS Mode. This Customer-Partner Contract must incorporate or be consistent with the current General Terms and Conditions, particularly with regard to statutory warranties, updates, and the processing of personal data, and may not conflict with any of Telelogos' rights, obligations, or limitations of liability as set forth in the Agreement. Customer-Partner

Contracts are, under no circumstances, enforceable against Telelogos; Telelogos remains a third party to the contractual relationship established between the Partner and its Customer.

(c) Submitting a Purchase Order

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

(d) Providing Quality Services

The Partner agrees to provide its Customers with high-quality services and not to damage the reputation of the Software or that of Telelogos. The Partner shall ensure that the commitments it makes to its end customers regarding functionality, performance, service levels, and security are consistent with the features and limitations described in the Software Documentation and the General Terms and Conditions.

5. RIGHTS AND OBLIGATIONS OF TELELOGOS

5.1. Provision of Licenses and Rights of Use

Telelogos agrees to provide the Partner, on behalf of its Customers, in accordance with the terms set forth in the Purchase Orders and the delivery and billing terms specified in Article 6 below:

- Licenses for the Partner's Customers who wish to use Software in On-Premise Acquisition Mode;
- Rights of Use for the Partner's Customers who wish to use the Software in On-Premise Subscription Mode, Telelogos SaaS Mode, or Partner SaaS Mode; and
- extensions to the Licenses and Rights of Use.

Telelogos provides the Licenses and Rights of Use in accordance with the Software specifications and Documentation, and makes available, for the duration of the License or Right of Use, the updates necessary to maintain the compliance and security of the Software and Digital Services, under the terms defined by the General Terms and Conditions of Sale and the General Terms and Conditions of Support and Maintenance. The Licenses and Rights of Use obtained from Telelogos by the Partner on behalf of its Customers are personal to each Customer; consequently, they may not (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 in question.

Telelogos reserves the right to:

- refuse to provide Licenses or Rights of Use to a Customer for just cause (the Customer's activities do not comply with applicable regulations, an 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 penalties in the event of unlawful conduct by the Customer or a breach by the Customer of its contractual or legal obligations toward the Partner or Telelogos.

In such a case, Telelogos must notify the Partner without delay and specify the reasons for its decision to refuse or suspend, as well as, if applicable, the duration of the suspension. Telelogos reserves the right to remove any Software from its catalog by notifying the Partner of its decision via certified mail with return receipt requested, sent at least six (6) months prior to the effective removal. In such a case, Telelogos agrees to provide Support Services to the Partner for a period of twelve (12) months from the date of the Software's removal.

5.2. Delivery of Licenses and Rights of Use

5.2.1. General Provisions

Telelogos agrees, 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 and/or the Rights of Use, in accordance with the terms of the Purchase Order; and
- provide the Partner, on behalf of its Customers, with the Licenses and/or Rights of Use, under the terms specified in the Purchase Orders.

5.2.2. Licenses

For any approved License order, Telelogos shall send the Partner, on behalf of its Customers, via email or through the Partner's login to the Telelogos Intranet:

- a link enabling the electronic download of the Software. Upon completion of the Software download, legal title to the Software is transferred; and
- the registration keys corresponding to the order.

5.2.3. Rights of Use

For any confirmed order for a Right of Use, Telelogos will send the Partner, on behalf of its Customers, via email or through the Partner's login to the Telelogos intranet, the information necessary for the Customer to exercise the Right of Use, namely:

- the web address for accessing the Telelogos SaaS and downloading additional technical materials such as the Software Documentation;

- the organization's ID; and
- the Partner's access codes, on behalf of its Customers, for the initial login to the Telelogos SaaS.

5.3. Provision of Support and Maintenance Services

5.3.1. Referred Partners and Agreed Telelogos SaaS Partners

Referred Partners and Agreed Telelogos SaaS Partners do not have access to Support and Maintenance Services. These Partners' Customers have access to Support and Maintenance Services under their On-Premise Subscription or Telelogos SaaS subscription, or under their subscription to Support and Maintenance Services for Customers in On-Premise Purchase mode. Telelogos provides Support and Maintenance Services to its Partners' Customers in accordance with the terms of 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 through the Certified Partner. If the Maintenance Service is subscribed to, Telelogos will provide Level 2 and Level 3 Support to the Customer through the Partner. Customers of the Certified Partner who do not receive Level 1 Support from the Certified Partner may subscribe to the Support and Maintenance Services directly from Telelogos or through the Certified Partner. If the Support and Maintenance Services are subscribed to, Telelogos will provide the Support and Maintenance Services to Certified Partners and their Customers under the terms of the Support and Maintenance Terms and Conditions. The Certified Partner agrees to comply with the support and escalation procedures defined by Telelogos and to promptly notify Telelogos of any incident that could significantly affect the availability, security, or compliance of the Software and Digital Services.

6. COMMERCIAL TERMS, BILLING, AND PAYMENT

6.1. Pricing Terms

Telelogos shall provide the Partner with:

- the annual public rates for each distribution channel;
- the annual public rates for Support and Maintenance Services.

The pricing terms applicable between the Partner and Telelogos are set forth in **Article 2** of the General Terms and Conditions (CPR) and are specified for each Customer in the Purchase Order. The reference public prices provided by Telelogos are recommended retail prices; the Partner remains free to set its own resale prices, subject to compliance with applicable competition and billing regulations.

6.2. Billing and Payments

It is the Partner's responsibility to invoice its own Customers. Telelogos' invoices to the Partner are issued on the Effective Date, and then on the anniversary of the Effective Date, as part of an Annual Subscription. 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 end of the month. 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 Partner, within the timeframes specified in Section 5.2, with a temporary registration key, which shall then be replaced by a permanent registration key once Telelogos has acknowledged receipt of full payment.

6.2.1. Rights of Use

With regard to the Rights of Use, it is specified that the pricing terms set forth in the Purchase Order apply for the entire term of the commitment specified in the Purchase Order. Any order to extend the Usage Rights 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.

6.2.2. Support and Maintenance Services

Telelogos invoices the Partner annually for the fee related to the Support and Maintenance Services provided to a Customer of the Partner', 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 date of the Effective Date of the initial Purchase Order.

The fee is adjusted annually on the anniversary date of the Purchase Order 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 on 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 date of the Purchase Order, Telelogos shall send a renewal quote to the Partner. The Partner must submit a Purchase Order to Telelogos

no later than the anniversary date of the initial Purchase Order.

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.

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 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 performance is not completed within the aforementioned 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 lump-sum indemnity, without prejudice to the Customer's right to request, if applicable, the performance of the services based on a new quote.

6.2.4. Late Payment

In the event of a delay in payment of an invoice by the Partner, late payment penalties calculated at a rate of three (3) times the applicable statutory interest rate on the amount (including tax) appearing 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 Partner until all outstanding invoices have been paid in full; and, if necessary, to terminate the Contract under the terms of Article 8 below. All costs associated with the suspension and/or termination of the Contract shall be borne by the Partner.

6.2.5. Customer's Commitment

It is specifically agreed between the Parties that in the event 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 fees, prices, and fees due under such subscription shall remain payable by the Partner to Telelogos for the entire duration of the current subscription period, as a lump-sum and full indemnity, unless otherwise agreed in writing by Telelogos or in the event of a material breach attributable exclusively to Telelogos.

6.3. Right to Audit

Telelogos may, once a year and at its own expense, conduct an audit of the Partner, provided that fifteen (15) days' notice is given. The purpose of this audit is to verify the quality of the Partner's use of the Software, the presence of at least one Certified or Agreed Correspondent on the Partner's staff, as applicable, and the consistency between the number of Licenses/Usage Rights ordered, those actually used by the Partner, and those actually billed by Telelogos. The audit conducted by Telelogos shall not interfere with the Partner's day-to-day operations.

7. TERM OF THE AGREEMENT

The Agreement is entered into for a term of one (1) year from the date the Resale Partnership Agreement is signed by the Partner and is automatically renewable for successive one (1) year periods, unless expressly terminated by either Party, subject to three (3) months' prior notice. Termination of the Resale Partnership Agreement by either Party does not require justification.

8. TERMINATION OF THE AGREEMENT

The Agreement may be terminated prior to its annual expiration date by either Party in the event of a breach by the other Party of its contractual obligations. In such a case, the Agreement shall be terminated within thirty (30) days after the sending of a formal notice to remedy the identified breach, which has remained unresolved. This formal notice must specifically state the intention to invoke this clause and to terminate the Contract. In the event that Telelogos has issued a formal notice to the Partner to remedy a breach, Telelogos shall be entitled to suspend the processing of all Purchase Orders submitted by the Partner until the date of termination of the Contract or until the identified breach has been fully corrected. Furthermore, either Party may terminate the Contract as of right, without notice or compensation, in the event of a serious breach by the other Party of its essential legal obligations—particularly with regard to anti-corruption measures, compliance with international sanctions, or the protection of personal data—that has been duly established and is uncontested.

9. EFFECTS OF TERMINATION OF THE AGREEMENT



Except in the event of a breach committed in the performance of the Agreement, termination of the Agreement upon expiration shall not give rise to the payment of any compensation by either Party. As of the date of any request to terminate the Contract, for any reason whatsoever, the Partner may no longer request that Telelogos grant new Licenses or Rights of Use on behalf of its Customers. In the event of a request to terminate the Contract or non-renewal of the Contract upon expiration:

- As of the effective date of termination, the Partner loses its right to distribute the Software to its Customers and its NFR License; and
- the Parties shall remain bound by all of their obligations under the Agreement with respect to Customers whose License and/or Rights of Use are still in effect as of the date of notification of the request for early termination or non-renewal of the Agreement, until the expiration date.

The Parties shall cooperate in good faith to ensure, to the extent possible, the continuity of software service provision—particularly in SaaS mode—to Customers whose Licenses and/or Rights of Use are still in effect as of the date of termination or non-renewal.

10. LIABILITY OF TELELOGOS

Telelogos represents and warrants to the Partner that it complies with all applicable regulations governing the publication and marketing of the Software. Telelogos is solely responsible for the quality of the Software. Accordingly, Telelogos warrants to the Partner, , for a period of three (3) months following the delivery of Licenses and/or Rights of Use, that the Software conforms to the Software Documentation. Apart from this warranty, Telelogos offers no other warranties regarding the Software. These provisions are without prejudice to the statutory warranties of conformity and other rights enjoyed by Customers under applicable regulations, as set forth in the General Terms and Conditions of Sale. Telelogos does not warrant that the Software will operate without interruption or that the Software is free from any defects. Telelogos warrants to the Partner 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. As such, 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 its use by Customers. 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. Telelogos is liable for its services in accordance with the rules of general 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 such liability is limited to direct damages suffered by the Partner, to the exclusion of any indirect damages of any kind whatsoever. In the event that Telelogos is held liable, the Parties expressly agree that, in the aggregate, Telelogos shall not be required to pay an amount exceeding the total of the invoices paid by the Partner over the past twelve (12) months in connection with the performance of the Agreement. The Partner assumes, with respect to its Customers, responsibility for any commitments it makes beyond or outside the contractual and documentary provisions provided by Telelogos. The Partner indemnifies Telelogos against any action, recourse, or claim by its Customers resulting from a breach for which the Partner is solely responsible. Telelogos remains liable to the Partner for defects attributable to the Software and services provided, subject to the limitations and conditions set forth in this section.

11. 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 Partner and/or the Customer by or under the Agreement. To ensure the continued availability of and the use of the Software in the event of a default by Telelogos, the source code for the Current Commercially Available Version of the Software has been deposited with the Agence de Protection des Programmes in Paris (France). For the purposes of this section, a default by Telelogos means any of the following:

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

Consequently, the Partner shall refrain from infringing, directly or indirectly, Telelogos' intellectual property rights. The Partner agrees, unless Telelogos has given 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 Partner agrees to allow these trademarks or inscriptions to remain on any reproduction, in whole or in part, of the Software's components and related materials. The Partner is expressly prohibited from pledging, transferring, renting, subleasing, lending, or disclosing in any manner whatsoever the Software and its technical documentation.

12. 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 the latter.

13. PROTECTION OF PERSONAL DATA

For the purposes of this document, 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 **"European General Data Protection** Regulation"). Within the framework of their contractual relationship, the Parties agree to comply with the regulations in force applicable to the protection of Personal Data and to actively cooperate in order to comply with applicable regulations and respond to any request, inquiry, or audit by the competent authority. In the course of performing the Contract, Telelogos may, in accordance with applicable regulations:

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

When Telelogos acts as a Data Processor within the meaning of the European General Data Protection Regulation, the terms of such processing are set forth in a personal data processing agreement entered into with the Partner or the Customer, which forms an integral part of the Contract. Telelogos' obligations regarding the processing of personal data are described in Telelogos' personal data protection policy, available on the Website. The Parties acknowledge that Telelogos' compliance with its obligations regarding personal data protection and security constitutes an element of the compliance of the Digital Services provided, as provided for by the regulations applicable to digital content and services.

14. MISCELLANEOUS

14.1 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, without delay, inform the other Party of its inability to perform 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 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 Agreement shall be purely and simply terminated in accordance with the terms set forth in Article 8, "Termination of the Agreement." Throughout the period during which the Contract is suspended due to force majeure, the Parties agree that the costs incurred as a result of the situation shall be borne by the Party prevented from performing.

14.2 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 Resale Partnership Agreement to third parties of its choice.

14.3 Confidentiality

Partner agrees, throughout the term of the Agreement and without limitation after its expiration, to maintain the strictest confidentiality regarding the Agreement, the Software, Telelogos' distribution and resale network, and any information disclosed as confidential or to which it may have had access in connection with the performance of the Agreement, unless such

information is already in the public domain. The Partner agrees to ensure that all its personnel comply with this confidentiality obligation.

14.4 Force Majeure

In the event that one of the Parties wishes to raise, in connection with the performance of the Resale Partnership Agreement, a case of unforeseeable circumstances, as defined in Article 1195 of the Civil Code as follows: "*a change in economic circumstances surrounding the performance of the Agreement that significantly and adversely affects the balance of the Agreement*," 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 Resale Partnership Agreement 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 modify the Agreement. However, if the change in circumstances—which was unforeseeable at the time the Agreement was entered into—is permanent or persists for more than six (6) months, the Resale Partnership Agreement shall be terminated outright, without compensation to either party.

14.5 Governing Law and Jurisdiction

The Agreement is governed by and subject to French law. All disputes that may arise from the Agreement and any agreements arising therefrom—regarding their validity, interpretation, performance, termination, consequences, and effects—shall be subject to the jurisdiction of the Commercial Court of the City of Angers.