1. DEFINITIONS

"**Associated Software Services**" means services directly related to the operation of the Software in accordance with the terms and conditions set forth in the Specific Terms and Conditions and the Order Form, which may, by way of example, include hosting, support, maintenance and/or assistance services.

"**Beneficiary**": means any affiliate company of the Client which benefits from the same right to use the Software as the Client and the same Associated Software Services under a single Contract as expressly permitted by Supplier under provisions of the Commercial Proposal and the Order Form.

"**Client**": means the legal person or entity identified in the Order Form as the Supplier's contracting party under the Contract.

"**Client Data**" means information created or collected by the Client, or by the Software as derived of information provided by Client itself and processed with the Software.

"**Client Third Party Software**" means standard or specific computer programs published or developed by the Client, Beneficiary or a third party.

"**Commercial Proposal**" means a written document in digital form issued by Supplier to Client describing a Supplier's offer to Client for the Software, the Associated Software Services and the Parties.

"**Contract**": means the agreement between the Parties as set out in the following written document in digital form listed in descending order of precedence:
(i) this Order Form and the Delivery Email of the Software or the order's receipt of Software delivery acknowledgment,
(ii) the Commercial Proposal,
(iii) Specific Terms and Conditions of the Software license and Associated Software Services set forth in the Order Form,
(iv) General Terms and Conditions of the Software License and Associated Software Services.

Any future amendments bear a date corresponding to the date of entry into force of the stipulations they contain but do not modify the initial date of entry into force of the Contract.

"**Delivery Email**" has the meaning assigned thereto in the Section "DELIVERY OF THE SOFTWARE"

"**Documentation**" means descriptions of the functionality and specifications of the Software and procedures for installing and using the Software, which are accessible via the website mentioned in the Specific Terms and Conditions.

"**Implementation**" means the deployment, configuration, integration, training and consulting services provided by EasyVista to the Customer as further described in the Statement of Work, if applicable.

"**License**": means the right to use the Software, as described in the Contract.

The Order Form indicates whether the Software is used within the framework of:

- a "**Hosted License**", which means a License granted for Hosted use. "**Hosted**" means use of the Software exclusively in such a form and manner as installed outside of the Client's - and if set out in the Order Form, the Beneficiaries'- site and servers to which the Client is granted only remote access and, if set forth in the Contract, to which the Beneficiaries may have the same. The Software is provided to Client as a dedicated instance.

Or,

- a "**SaaS License**", which means a License granted to Client - and if set out in the Order Form, the Beneficiaries'- for software as a service (hereinafter SaaS) technology service. "**SaaS**" means use of the Software as Hosted License except that the Software is installed on a multitenant architecture.

Or,

- an "**On Premise License**", which means a License granted to Client - and if set out in the Order Form, the Beneficiaries'- for On Premise use. "**On Premise**" means use of the Software deployed on the Client's owned and controlled site and servers.

"**Order Form**" means a written document provided by Supplier in electronic form, executed by both Parties, by which the Client orders rights to use one or more Software and Associated Software Services. The release of his purchase order by the Client does not exclude the provisions of the Supplier's Order Form. Any Statement of Work executed by both Parties shall be deemed part of the Order Form.

"**Party**" means either Supplier or Client, and "**Parties**" means collectively the Supplier and the Client.

"**Perpetual License**" means a grant of the License for the duration of copyright provided by the United States Code for computer program.

"**Software**" means the standard computer programs made available to the Client by the Supplier to meet its needs in accordance with Software Documentation and the terms and conditions set forth in the Contract. The Software covered by the Contract is specified in the Order Form.

"**Statement of Work**" means, if applicable, the plan in writing agreed between the Parties describing Implementation of the Software and provision of the Software Services by EasyVista to the Customer and their related matters.

"**Subscription License**" means a limited grant of the License for a duration of time set forth in the Specific Terms and Conditions.

"**Supplier**": means the legal entity belonging to EasyVista group identified in the Order Form and which is the Client's contracting party granting the License and providing the Associated Software Services.

"Update": any altered or new Functionality or Software performance enhancement not directly related to an Incident.

"Major Update": any significant Update of the Software covering one or more of the following aspects: functionalities, user interface, technical architecture or performance.

"Minor Update": an Update that primarily contains a Fix.

"Version": means generally any Minor Update or Major Update to the Software.

Any terms and definitions used in the General Terms and Conditions that are not defined therein, are defined in the Specific Terms and Conditions, the Order Form or the Documentation.

2. PURPOSE

The purpose of each Contract between Supplier and Client is that Supplier, as further described in the Specific Terms and Conditions, the Order Form, and the Documentation, in consideration of a fee paid by Client, (i) grants to Client the License, (ii) delivers and provides to Client use and access to the Software and (iii) performs for Client the Associated Software Services, all of the foregoing as described in the Specific Terms and Conditions and the Order Form.

3. EFFECTIVE DATE - DURATION

3.1 EFFECTIVE DATE AND DURATION OF THE CONTRACT

The Contract starts upon complete execution of the Order Form by both Parties, unless effective date is otherwise governed by law, such as, by way of example but not restrictively, in the case of public-sector contracts. The Contract remains in full force and effect until the expiration of the License term, unless terminated earlier by law or as set forth in the Contract.

3.2 EFFECTIVE DATE AND DURATION OF THE LICENSE – RENEWAL

A. GENERAL RULES

Depending on the Order Form, the License may be entered into for a fixed term with a fixed number of years of subscription under the Subscription License (for example a *3-year renewable license*) or for a permanent term under the Perpetual License, to the extent permitted by applicable law.

Any and all Licenses begin on the day of delivery of the Software as described in the Section 4 "DELIVERY OF THE SOFTWARE". Billing for any and all Licenses commences on the date agreed between the Parties and set out in the Order Form (the Start Date).

B. RULES SPECIFIC TO SUBSCRIPTION LICENSES

The Subscription License remains in effect until the later of either (i) the end of the Initial Term or (ii) the end of the renewal term of the Subscription License ("**Renewal Term**"), unless terminated as described under Section 3.3 "TERMINATION OF LICENSE AND CONTRACT."

"**Initial Term**" means the initial license term set forth in the Order Form that begins on the Start Date.

At the end of the Initial Term and at the end of a Renewal Term, the Subscription License tacitly renews for the same duration.

The renewal of the License automatically renews the Associated Software Services.

C. RULES SPECIFIC TO PERPETUAL LICENSES

Subject to maintenance renewal, Perpetual Licenses remain in effect for the duration of the Software's copyright under applicable law, unless terminated by law or as set forth in the Contract.

3.3 TERM OF LICENSE AND CONTRACT

For Subscription License, the duration of the Associated Software Services is inseparable from the duration of the License set forth in the Order Form. They are therefore automatically renewable with the License and end at the same time as the end of the License, in accordance with the provisions of Article 3.3 TERM OF THE LICENSE AND CONTRACT.

For Perpetual License, the Associated Software Services are provided for the duration agreed between the Parties in the Order Form and are tacitly renewable unless terminated by registered letter with acknowledgement of receipt sent at least ninety (90) calendar days prior to the expiration date.

Unless expressly required otherwise by law, the Contract may not be terminated in any other way than described in the Contract.

Termination of the Contract means termination of both the License and the Associated Software Services.

Either Party may terminate the Contract as follows:

- **Subscription License:** Each Party may terminate the tacit renewal of the Subscription License prior to its expiration date. Notification shall be sent to the other Party by registered letter with acknowledgement of receipt sent at least ninety (90) calendar days prior to the expiration date of the Initial Period or of a Renewal Period of the License. Termination is effective at the expiration date.

- **Perpetual License:** The Client may proceed to the early termination of the Perpetual License. Notification shall be sent by registered letter with acknowledgement of receipt. Termination is effective at the end of the notice

period provided in the letter which may not be less than ninety (90) calendar days or, if later, at the end of the current subscribed maintenance period.

- Notification of termination for breach as set forth in the Section 15 "TERMINATION FOR BREACH".

4. DELIVERY OF THE SOFTWARE

Unless otherwise stipulated in the Specific Terms and Conditions, Software is deemed to be delivered and accepted by the Client when the Supplier sends a unique electronic key or download link to the Client ("**Delivery Email**").

The delivery date is the date automatically recorded by the Supplier's information system. This date, notified to the Client by electronic message, is proof of delivery.

The Software is delivered in object code and not in source code.

5. RIGHT TO USE THE SOFTWARE

The Supplier grants the Client for its direct beneficial business purpose a non-exclusive, non-assignable and non-transferable right to use the Software for the processing of Client Data during its activity, worldwide and for the duration, quantity and services provided for in the Contract.

The Client shall use the Software in accordance with Documentation and the terms and conditions set forth in the Contract.

The right to use the Software may only be exercised by Authorized Users, as defined in the Specific Terms and Conditions.

This license applies to all successive Versions of the Software provided for under the Contract.

The Software may include third party software components licensed by Supplier, which are licensed under proprietary or Open-Source licenses, and which are governed in addition to these General Terms and Conditions by their own license terms. The list of Open-Source software and associated source codes, if any, can be provided for by Supplier upon request by Client, or found in the Documentation.

6. ASSOCIATED SOFTWARE SERVICES

6.1 SCOPE

The Supplier provides Associated Software Services under the terms of these General Terms and Conditions, the Specific Terms and Conditions and the Order Form.

The Supplier shall use reasonable efforts to perform Associated Software Services in accordance with the relevant best practices.

The Associated Software Services are provided for the Software as referred to in the Documentation, in accordance with the Supplier's end of life policy set out in the Documentation and in the Specific Terms and Conditions. The Client must follow the Supplier's Update as defined in the specific Terms and Conditions. Supplier will not be responsible for any failure of the Client to install any latest or updated version of the Software. For clarification purpose, are excluded from support and corrective maintenance: (i) interventions rendered unnecessary by patches included in updates prior to the last two Major Updates or (ii) versions of the software that have been installed for more than two years at the date of the request for support or corrective maintenance, with the exception of security patches considered critical by the supplier.

6.2 REMOTE MAINTENANCE WORK

In order for the Supplier to provide the Associated Software Services by remote maintenance, the Client must install a telephone line dedicated to computer communications and a secure Internet connection in accordance with the Supplier's Documentation.

The Client is responsible for choosing the telecommunications operator and service providers who will set up, maintain and connect the telecommunications resources required to use the Supplier's Software.

The Client shall be solely responsible for the acquisition of the equipment necessary for remote maintenance and their upkeep (switch, coupler, etc.). The Client alone shall bear the costs of remote maintenance telephone calls and, more generally, all connection costs.

6.3 ON-SITE WORK

On-site work shall be carried out during the Client's working hours as communicated to the Supplier, unless otherwise agreed between the Parties. Client shall communicate to Supplier the health and safety rules applicable on its premises and the latter shall communicate them to its personnel who work on the Client's site.

6.4 EXCLUSIONS

Associated Software Services do not cover assistance to either use Client Third Party Software or their maintenance, which are the sole responsibility of the Client.

Where the Licence is On Premise, the Client must use the Software in such a way as to provide a reasonable level of security and protection for the use of the service and its access. For On Premise License, Associated Software Services do not cover:

- supply of software or hardware resources against malware or cybercriminal intrusions, which are the sole responsibility of Client;

- the restoration of all or part of the Client Data, the backup of which is the sole responsibility of Client. Notwithstanding the foregoing, data repair may be the subject of a specific order to the Supplier, as agreed upon separately between the Parties.

7. FINANCIAL TERMS AND CONDITIONS

The prices as well as the terms, methods and currency of payment are set forth in the Order Form. By default, invoicing currency will be as applicable in the Supplier's country and the payment term is 30 days from the date of the invoice.

Billing starts on the Start Date set out in the Order Form.

Prices do not include applicable taxes. Prices are automatically revised and amended each year, including in the event of a Contract renewal, according to the following provisions unless otherwise agreed by the Parties.

In order to comply with tax and accounting rules, the Client shall issue, if necessary for its purchasing procedure, a new Order Form not signed by the Parties one calendar month before each anniversary date of the License Start Date as indicated in the initial Order Form signed by the Parties.

The Supplier shall send invoices to the Client's address indicated in the initial Order Form signed by the Parties. In the event of a change of invoicing address, the Client shall notify the Supplier in writing at least one calendar month before the anniversary date of the invoicing.

Rate Increase Rules. The Parties agree that upon each contract year of the License, Supplier may increase its standard fee rates specified in the Order Form upon thirty (30) days' prior written notice to Client; provided, that:

(a) such increases occur no more frequently than once per contract year of the term; and

(b) the amount of such increase shall equal the greater of:

(i) ten percent (10%), or

(ii) the percentage rate of increase for the immediately preceding 12-month period in the Consumer Price Index, All Urban Consumers, United States, All Items (1982 - 1984 = 100), as published by the Bureau of Labor Statistics of the United States Department of Labor or, if such index ceased to be published, such other similar index as will be specified by the Supplier

The following formula for each of the prices provided for in the Order Form will apply:

$P(t) = P(t-1) \times Index(t) / Index(t-1)$ where:

- $P(t)$ is the price after revision at the annual maturity,

- $P(t-1)$ is the price set out the Order Form and then the price invoiced at the previous annual maturity date,

- $Index(t-1)$ is the last published CPI at the date of the Order Form, then the CPI used for the revision in the previous year,

- $Index(t)$ is the CPI corresponding to the revision date one year later.

In the event of failure to pay or late payment by Client in accordance with the terms of the Contract, Client shall automatically be liable for (i) late payment interest calculated in accordance with the terms and conditions indicated in the Order Form and for (ii) collection penalties for reasonable charges incurred.

Late payment may also result in the suspension of the Associated Software Services and the access to the Software. Moreover, if the Client purchased an On-Premise Perpetual License, and Client has not paid after written notice, Supplier may elect to amend the Contract to substitute the On-Premise Perpetual License for an annual On-Premise Subscription License. To this end, Supplier will send to Client a registered letter with acknowledgement of receipt notifying the substitution. This amendment comes into force 90 days after the letter is sent. The 91th day is the commencement of the On-Premise Subscription License and the billing cycle, and fees will be subject to Supplier's price list.

For any late renewal, the Supplier will apply a surcharge of 20% of the Supplier's price list multiplied by the number of months which were not paid as of reactivation date.

The Supplier may also adjust its for License and Associated Software Services if the Client failed to renew License and/or Associated Software Services after their term has expired..

8. SUPPLIER'S OBLIGATIONS AND GUARANTEES

8.1 INTELLECTUAL PROPERTY

The Supplier represents and warrants to the Client that it (i) owns the intellectual property rights or the sufficient right and license to distribute, grant use, and grant access to Client to the Software under the terms and conditions of the Contract; and (ii) that Client's use of the Software in accordance with the terms and conditions of the Agreement does not infringe on any third-party rights or is in violation of an agreement between Supplier and a third party.

8.2 WARRANTY COMPLIANCE

Supplier warrants to Client that the Software shall reasonably conform to the features described in the Specific Terms and Conditions and in the Documentation during the term of the Contract , being specified that (i) the Software can be subject to reasonable Incidents as defined in Specific Terms and Conditions ("STC") which are fixed in accordance with the provisions of these STC, (ii) the Supplier implements evolutions from time to time in its Updates to improve the efficiency and quality of the Software as set forth in the STC and the Documentation.

Client is responsible to ensure that the functionality of the Software meets its needs and no guarantee regarding fitness for a particular purpose is provided by the Supplier.

This warranty does not apply if the Software has been modified by the Client or by a third party, except for the modifications previously commonly agreed by Client and Supplier.

Client acknowledges and accepts that Supplier updates the Documentation according to the corrections and evolutions made to the Software. Client is responsible for complying with terms and conditions of any third-party software or component Client may use in conjunction with the Software.

8.3 SUBCONTRACTING

Supplier is responsible for the Associated Software Services that it subcontracts to a subcontractor and shall pay any invoices issued by the subcontractor under the subcontracting agreement between it and the Supplier.

9. CLIENT'S OBLIGATIONS AND GUARANTEES

9.1 INTELLECTUAL PROPERTY OF CLIENT DATA

The Client warrants that the Client Data is its sole and exclusive property or that it has the right to collect and process them.

Client is responsible for the accuracy, quality and legality of its Client Data and the means by which it has acquired them. Client grants Supplier a limited license to use, copy and display Client Data to the extent strictly necessary to perform the Contract and improve the Software.

9.2 USE OF THE SOFTWARE

Client must use the Software in strict compliance with the Contract, the Documentation and applicable law and regulation. It shall not directly or indirectly infringe copyrights in the Software and shall maintain all proprietary notices appearing on the components of the Software, including its Documentation, which the Supplier updates regularly.

Client is responsible for Authorized Users and their compliance with the Contract, as further defined in the Specific Terms and Conditions, and shall not make the Software available to anyone other than Authorized Users.

If Beneficiaries also have the right to use the Software pursuant to the Commercial Proposal, Client shall be responsible for Beneficiaries' compliance with the terms of use of the Software and the Contract.

Client shall prevent any unauthorized use of the Software or any use of the Software in a manner that would cause any material risk to Supplier's security, and shall promptly notify Supplier of any use of the Software that is not in compliance with the Contract of which it is aware, as well as of the measures taken by it to stop and prevent in the future such non-compliance.

Client shall not adapt, arrange, translate, reverse engineer, or otherwise modify the Software, in particular for the purpose of creating, broadcasting or marketing derivative or similar software. The Client shall not rent or transfer the right of access to the Software, whether for free or in return for payment.

Client shall not tamper with the integrity of the Software and shall not attempt to gain unauthorized access to the Software or to the Platform from which it may use the Software in hosted mode.

For the sole purpose of training Authorized Users, Client may, in quantities commensurate with the training purpose, make copies of the Documentation, provided that it does so without modifying the content or altering the Supplier's intellectual property notices.

Client is prohibited from reproducing the Software in whole or in part by any process whatsoever, and for any reason whatsoever, other than a single backup copy.

The backup copy remains the property of the Supplier. It must be protected against theft and computer fraud. The Client must ensure that no one keeps another copy of the Software or distributes it.

It is prohibited to disassemble or decompile the Software, particularly in an attempt to obtain the source programs. The information necessary for the interoperability of the Software with other software is available from the Supplier in accordance with the applicable legislation.

In the event that the scope (i.e: number of Authorized Users, of machines or of sites) provided for in the Order Form is exceeded, the Client shall pay, within one (1) month from the date of notification by the Supplier, an additional fee calculated on the basis of the Order Form prices with the application of a coefficient of 1.2 as a fixed penalty, without prejudice to the Supplier's right to institute infringement proceedings and in addition to any other of Supplier's remedy by law, contract, or tort.

Client shall be responsible for entering into necessary license agreements for the use of Client Third-Party Software directly with the editor or distributor and shall be responsible for terminating them.

9.3 COLLABORATION

Supplier shall exercise its duty to advise the technical contact persons indicated by Client. If a replacement is required, the name of the new contact person for the Client shall be notified to the Supplier by e-mail.

The Client and the Supplier may meet once a year at the Supplier's initiative in a strategic steering committee bringing together their decision-makers and key contacts in order to discuss the performance and execution of the Contract. Recommendations may be jointly formulated in a committee report communicated to the representatives of the Parties, who undertake to communicate them to their respective teams.

Client's technical contacts shall be available to answer any questions to facilitate the performance of the Associated Software Services and the Software.

Client must comply with the Supplier's minimum technical conditions of use which are accessible via the hyperlink indicated in the Specific Terms and Conditions.

Client shall ensure that its staff is sufficiently skilled for the use of the Software.

Client is responsible for Client Data created or use in conjunction with the Software and ensures its conservation.

Client must allow the Supplier's technicians to access to its information system so that the Supplier can provide the Associated Software Services and must not undertake any operation that directly or indirectly impedes or delays the Software or Supplier's services.

10. NON-INFRINGEMENT WARRANTY

The Supplier shall indemnify the Client against any claim brought against the Client by a third party alleging that the use of the Software as provided for in the Contract infringes the intellectual property rights of that third party.

The Client shall indemnify and hold the Supplier harmless against any claim brought against the Supplier by a third party alleging that the Client Data processed with the Software or Client Third Party Software infringes the intellectual property rights of that third party.

If either Party is found liable by a final court decision, the other Party (the "Guarantor Party") shall indemnify the Party obliged to comply with the order for all damages that that Party shall be required to pay as well as reasonable attorney's fees incurred by it, provided that the Guarantor Party receives from the Party obliged to comply with the order evidence of the third party's claim for payment of the damages and attorney's fees invoiced and paid.

The Guarantor Party shall be bound only if (i) the Defending Party promptly notifies the Guarantor Party, (ii) the Defending Party delegates to the Guarantor Party the strategy of defending its own interests in the litigation as well as drafting and communicating responses to the claim, and (iii) the Defending Party provides the Guarantor Party with all reasonable cooperation.

In the event that a ban on the use of the Software is imposed as a result of an infringement action or results from a settlement signed by the Supplier with the plaintiff in the infringement action, the Supplier may, at its option and at its own expense, either:

- obtain the right for the Client to continue the use,

- replace the element in question with an equivalent element that is not the subject of an infringement action or modify it in such a way as to avoid the said infringement;

- terminate the Contract and refund the license fee only on a *pro rata temporis* basis for the period during which Client has been unable to use the Software since the date of the Order Form or renewal due to the infringement action. If the License is perpetual, the *pro rata temporis* rule applies over a period of five (5) years.

11. AUDIT

Supplier may request and conduct an audit at the Client's premises in order to verify compliance with the Contract, in particular compliance with the terms of use of the Software and any applicable statutory or legal provision.

Client may request an audit at the Supplier's premises to verify compliance of the Associated Software Services with the Contract.

The audit may be conducted by the Party itself or by an agent who has signed a confidentiality agreement.

The Party intending to conduct an audit shall notify the other Party of its request by registered letter with acknowledgement of receipt. The Parties shall agree on the date of the audit between fifteen (15) and thirty (30) calendar days from receipt of the letter.

The auditors shall work during the business hours of the Party at which the audit is being conducted unless the Parties agree otherwise. In the event that the audited Party's personnel are required to work more than one person-day, the audited Party shall inform the other Party, as appropriate, of the need to charge for time spent beyond that day. The audit shall be suspended until an agreement is reached.

Each Party may exercise its right to audit only once (1) in any twelve (12) month period. As an exception to the foregoing, any security audit shall be subject to the prior consent of the Supplier.

The results of the audit, by way of a reasonably detailed statement pursuant to industry standards, shall be communicated to the other Party. If the verification shows that the Client is using or deploying the Software or the Associated Software Services in a way non-compliant with the Agreement and/or exceeding quantity agreed, Client will pay to Supplier the additional due fees together with the penalty as provided for in section 9.2 of these General Terms, within thirty days of invoice date.

12. PERSONAL DATA

Subject to separate data protection and processing agreements between the Parties in connection with the Software and Software Services under this Contract, each of the Parties guarantees to the other Party with regard to the protection of personal data, in particular, with regard to the respect of (i) the European regulation on the protection of personal data (GDPR), (ii) the national legislation applicable to it and (iii) the provisions of the Personal Data Protection Agreement agreed between the Parties (hereinafter the "Legal Provisions of Privacy"), that:

Client, as the data controller of the personal data, must comply with Legal Provisions of Privacy applicable to it: collection of personal Client Data according to their nature, consent of the data subjects where applicable, rights of access, rectification, erasure, limitation of processing, opposability, portability, legality and purpose of the processing, proportionality of Client Data collected in relation to the purpose of the processing, fairness in collection and processing of Client Data, the length of time Client Data is kept, subcontracting of processing to a third party, compliance with notices or injunctions issued by a supervisory authority, and compliance with any sanctions that may be imposed by such authority.

Client shall not process, store or make available to Supplier sensitive personal data when using or benefiting from the Software or Associated Software Services.

Supplier, as data processor, shall comply with the Legal Provisions of Privacy applicable to it: to process the Client Data on the documented instruction of the data controller within the framework of the organizational and technical measures intended to avoid any infringement of the personal Client Data to which it has access.

Each of the Parties undertakes to constitute and keep proof of the performance of its obligations in terms of protection of personal data.

Client shall indemnify and hold Supplier harmless against any claim from a data subject affected by personal Client Data hosted by the Supplier.

If Supplier performs analysis of Client Data flows using artificial intelligence tools, it shall, if the Client Data is personal, anonymize them, i.e., irreversibly remove any link between the Client Data and a specific natural person.

13. CONFIDENTIALITY

The Parties acknowledge that each Party may receive information from the other Party or from third parties that constitute confidential information not intended to be disclosed to third parties.

A. DEFINITION OF "CONFIDENTIAL INFORMATION"

(a) For purposes of the Contract, the term "Confidential Information" means (i) the Software programs including backup copy and Documentation and (ii) all oral and written data and information in paper documents or electronic files that are made available to the other Party under the Contract and identified as such at the time of disclosure in the following manner, or is confidential by nature, or that the receiving Party ought to know as being confidential for the purpose of this Contract.

(b) Exclusions: the term "Confidential Information" does not include information: (i) already in the possession of the recipient without breach of any obligation of confidentiality; (ii) obtained from a source other than the other Party; (iii) known to the public at the time of receipt by the recipient or subsequently made publicly available by authorized disclosure; (iv) disclosed in response to an order from a judicial or customs authority or a tax or social security authority, or any other authorized authority. The recipient must prove the exclusion he/she is claiming.

B. PERSONS ENTITLED TO KNOW CONFIDENTIAL INFORMATION

The following may have access to Confidential Information:

- Personnel of either Party or of a Beneficiary involved in the performance of the Contract,
- Affiliate companies of Supplier ("Supplier Affiliates"),
- Personnel of subcontractors, partners or suppliers of the Supplier, the Client or a Beneficiary, provided that:
  - such personnel are directly involved in the performance of the Contract and,
  - such organizations have agreed to sign a confidentiality undertaking similar to this undertaking.

C. OBLIGATION OF CONFIDENTIALITY

Each Party shall:

- use Confidential Information only for the purposes of the Contract;

- treat the Confidential Information of the other Party or third parties in strict confidence and with at least the same reasonable care as it takes to prevent disclosure of its own Confidential Information.

Neither Party shall disclose the Confidential Information, except with the prior written consent of the other Party, in whole or in part, directly or indirectly through an intermediary, in any form whatsoever (written, oral, by reproduction in whole or in part in another document or in another computer tool), by any means whatsoever, contained in, without this list being exhaustive:

- contractual documents in particular the Commercial Proposal and the Order Form;

- contractual execution documents such as reports, minutes, work plans, quality plans, invoices;

- exchanges of correspondence by post or electronically network in any format;

- gatherings of people such as seminars, forums, conferences, interviews or other face-to-face or remote and online gathering;

Client accepts that for the needs, monitoring, improvement of the Software and for statistical purposes, Supplier may access and process Client Data in compliance with confidentiality obligations.

D. COOPERATION TO PREVENT DISCLOSURE OF CONFIDENTIAL INFORMATION

Each Party shall use its best efforts to assist the other Party in identifying and preventing unauthorized use or disclosure of Confidential Information.

Each Party shall notify the other as soon as practicable if it learns or has reason to believe that a person with access to Confidential Information has violated or intends to violate this provision of the Contract.

Each Party shall cooperate with the other Party in order to prevent or stop the disruption that may result.

The Client shall transfer compliance with this confidentiality clause to the Beneficiaries.

E. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

Either Party may request that the other Party destroy or return all or part of the Confidential Information. A record of destruction by erasure or other method shall be made in the same manner as for return.

The return or destruction must be carried out within eight (8) calendar days unless the Parties agree otherwise, in particular in the event of implementing a rollback.

In all cases, each Party shall ensure that no partial or total copy is kept by it, its representative or by persons who have had access to the Confidential Information, unless a Party is bound by an imperative legal obligation to keep the information, in which case the other Party must be notified.

F. DURATION OF THE CONFIDENTIALITY COMMITMENT

This confidentiality clause shall come into force on the date the Contract comes into force or, if the Parties so agree, retroactively on the date the Parties began to exchange information on the subject of the Contract.

This clause shall remain in effect for the duration of the contractual relationship between the Parties plus five (5) years from the end of their contractual relationship, whether by expiration or termination.

14. LIMITATION OF LIABILITY

To the extent permitted under applicable law, the Parties agree to the following exclusions and limitations, it being understood that these stipulations are not applicable in the event of gross negligence or fraud.

The Client shall make this clause enforceable against the Beneficiaries, Beneficiaries being jointly and severally liable with the Client of the performance of the Contract.

14.1 EXCLUSIONS

The Parties agree that any action in relation to an alleged breach of this Contract shall be commenced within two years of the date of the breach, without regard to the date the breach is discovered.

The Software is used under the direction, control and responsibility of the Client. Accordingly, Supplier shall not be liable for any damages due to (i) use of the Software not in accordance with the Contract, including the Documentation or Supplier's recommendations (ii) configuration and setting errors by Client or a third party, or (iii) inaccurate information, processing errors, or errors in handling Client Data by Client or a third party.

Supplier shall not be liable for any damage resulting directly or indirectly from a Third-Party Software.

Supplier is exempt from any liability for disruptions or damage resulting from electronic communication networks, in particular the Internet.

In no event shall Supplier and Supplier Affiliates be liable for any data loss or content, including Client Data loss, lost profits, business interruptions, or for any indirect, incidental, special, consequential, exemplary, punitive, or expectation damages arising out of or relating to the Software, Associated Software Services, or the License provided by Supplier, even if Supplier has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose any limited remedy.

14.2 LIMITATION OF LIABILITY

The Software, License, and the Associated Software Services are provided "As Is."

Except for the express representations and warranties stated in this Contract, Supplier makes no warranties whatsoever, either express or implied, including, but not limited to warranties of merchantability or fitness for a particular purpose or to the best of Supplier's knowledge, compliance with laws or government rules or regulations for the Software and the Associated Software Services.

The liability of each Party for direct damage that may be suffered as a result of breaches committed during the performance of the Contract shall be limited to the amount owed by the Client or the Beneficiary to the Supplier in the twelve (12) months preceding the event giving rise to the liability of the defaulting Party.

The party claiming the default shall provide evidence thereof.

These damages shall be added to or deducted from any invoices issued for the Licence and Associated Software Services which must be paid by the Client or the Beneficiary to the Supplier.

14.3 FORCE MAJEURE

Neither Party shall have failed to perform its contractual obligation if its performance is delayed, hindered or prevented by an event of force majeure (except for payment obligations), i.e. any event beyond the control of that Party, the timing of which could not reasonably be foreseen at the time of conclusion of the Contract and the effects of which cannot be avoided by appropriate measures. These events are, without this list being exhaustive: the act of third parties to the Contract, epidemics, pandemics, natural disasters, interruption of access to electronic communication networks ordered by a political, administrative or judicial authority or any prohibition ordered by such authorities, malicious acts of cybercrime, difficulties specific to electronic communication networks such as random discontinuity of proper technical operation, fluctuations in bandwidth.

If the impediment appears to be temporary, the Parties shall consult each other to decide whether the performance of the obligation shall be suspended or whether the impediment resulting from the force majeure event shall justify the termination of the Contract. If the impediment is considered by both Parties to be definitive, applicable law should apply.

15. TERMINATION FOR MATERIAL BREACH

In the event of a material breach of the Agreement by one of the Parties, the other Party may terminate the Contract, thirty (30) calendar days after sending the other Party a registered letter with acknowledgement of receipt notifying the breach(s) and remaining without effect.

Termination may only be pronounced if an attempt has been made to find an amicable solution in accordance with the Section 18.1 "SEARCH FOR AN AMICABLE AGREEMENT".

In the event of termination due to the Client's material breach, Client shall pay all amounts remaining due until the end of the term of the current License and Associated Software Services without prejudice to any remedies, under contract, law, or tort, and damages to which the Supplier may be entitled.

In the event of termination due to the Supplier's material breach, the Client shall pay all amounts remaining due, provided that these amounts are not affected by the Suppliers' default, until the end of the term of the current License and Associated Software Services without prejudice to any remedies, under contract, law, or tort, and damages to which the Client may be entitled, within the limit provided for in the Section under the header "LIABILITY".

16. MISCELLANEOUS

16.1 INSURANCE

Supplier hereby declares that it is insured with a solvent insurance company for the harmful consequences of acts for which it may be held liable under the Contract, including, without limitation, errors and omissions, financial loss, cyber breach, bodily harm and injury, loss of data, and death, and at no less coverage than the maximum amount of liability set forth in the Section under the header "LIMITATION OF CLIENT'S LIABILITY".

Each Party hereby declares that it has taken out all the insurance policies required for its premises, equipment and personnel covering bodily injury as well as material and immaterial damage that it may suffer or cause.

Client hereby declares that it is insured against cybersecurity and operating losses.

16.2 CORPORATE SOCIAL RESPONSIBILITY (CSR)

Supplier shall comply and shall require its employees and any subcontractors to comply, with applicable law relating to ethical standards and responsible behavior, including but not limited to those dealing with human rights, labor law, environmental protection and the fight against corruption.

Each Party hereby represents and warrants that each is duly registered and authorized to do business, that entering this Contract does not breach or infringe on any other agreements or third parties' rights, and that neither it nor any of its subsidiaries nor any Beneficiary is under investigation by any governmental or judicial authority for violation of laws relating to corruption and money laundering.

Each Party shall, for the duration of the Contract, comply with such legislation applicable to them and not pay, promise or authorize the payment of money or the supply of objects of value, directly or indirectly, to any person for the purpose of inducing him or her to take a decision or to obtain or retain the activity related to the Contract.

16.3 ASSIGNMENT

The Contract may not be assigned, contributed or transferred, in whole or in part, in return for payment or free of charge, by either Party without the prior written consent of the other Party. By exception thereto, Supplier may assign this Contract, in whole or in part, (i) to any of its Affiliates or in connection with a change of control or acquisition of EasyVista or its assets or (ii) to a financial institution for debt collection.

The Party whose Contract is assigned shall not refuse the assignment if the assignee of the Contract is not a direct competitor of the Party whose Contract is assigned or if there is no conflict of interest.

16.4 NON-SOLICITATION OF PERSONNEL

Neither Party shall solicit or hire the other Party's personnel in connection with the Contract without the prior written consent of the other Party, for the entire duration of the Contract and for one (1) year after its termination, whether by expiration of the License or by termination. This section should not apply to solicitation or hiring of an employee resulting from a publicly available advertisement without the employee being previously directly solicited or contacted to that end by the other Party.

The Party that fails to comply with this obligation shall pay to the other Party, in one lump sum, compensation equivalent to one (1) year's net salary received by the employee solicited or hired during the twelve (12) months preceding such solicitation or hiring.

Client shall also be liable for this penalty if the solicitation or hiring is caused by a Beneficiary.

16.5 WAIVER OF RIGHTS

The fact that a Party does not require, in a given situation, the performance by the other Party of a contractual obligation, does not affect in any way the right of the said Party to request the performance of this obligation at a later date and is therefore not equivalent to a waiver of its rights.

A waiver shall be effective only if it is in writing and signed by the waiving Party.

16.6 SEVERABILITY

If one or more of the provisions of the Contract are held to be invalid or declared as such pursuant to a law, regulation or following a final decision of an appropriate court, the other provisions shall retain all their force and scope, unless the invalid provision relates to a decisive element of the commitment of the Parties or of one of them, and, to the extent permitted under applicable law, the respective provisions shall be upheld to the maximum extent permitted under applicable law.

16.7 HEADINGS

In the event that the heading of a Section contradicts the content of the Section, the content shall prevail over the heading.

16.8 BUSINESS REFERENCES

Unless otherwise stipulated in the Order Form, Supplier may quote the Client as a customer reference in any paper or electronic documentation or other medium such as websites, brochures, Commercial Proposals.

Client authorizes Supplier to publish a testimonial or customer experience, the content of which must be previously approved the Client. Consent of the Client may validly be given by e-mail.

16.9 SURVIVAL OF CLAUSES

Sections of these General Terms and Conditions relating to representations and warranties, intellectual property rights as well as to confidentiality, liability, non-solicitation of personnel and business reference shall survive the expiration or termination of the Contract. The same shall apply to the provisions relating to rollback contained in the Specific Terms and Conditions.

16.10 ENTIRE AGREEMENT OF THE PARTIES

The Contract constitutes the entire agreement between the Parties and supersedes all statements or agreements made prior to the entry into force of the Contract and exchanged between the Client and the Supplier concerning the subject matter and performance of the Contract.

16.11 EXPORT COMPLIANCE

Client must comply with all applicable export control laws of the United States, foreign jurisdictions and other applicable laws and regulations.

16.12 GOVERNMENT RESTRICTED RIGHTS

If Client is a United States government agency or acquired the license to the Software hereunder pursuant to a government contract or with government funds, then as defined in FAR §2.101, DFAR §252.227-7014(a)(1) and DFAR §252.227-7014(a)(5) or otherwise, all Software provided in connection with this agreement are "commercial items," "commercial computer software" or "commercial computer software documentation." Consistent with DFAR §227.7202 and FAR §12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution by or for the United States government is governed solely by the terms of this agreement and is prohibited except to the extent permitted by the terms of this agreement.

17. NOTIFICATION AND SIGNATURE

Any notice given under this Contract must be made to the address appearing in the Order Form, or at Client registered address, unless a further change of address has been notified by registered letter with acknowledgement of receipt.

The Parties agree that the information delivered by the Supplier's information systems shall be deemed authentic between the Parties until proven otherwise.

This Contract may be signed by electronic or handwritten signature, in one or several counterparts, each of which shall constitute an original, whether in paper or electronic form.

The Parties acknowledge that digital signature shall have the same legal value as handwritten signature.

18. DISPUTES

18.1 SEARCH FOR AN AMICABLE AGREEMENT

In the event of disputes relating to the validity, negotiation, interpretation, performance, or breach of the Contract, the Parties shall seek an amicable settlement prior to any judicial proceedings.

In this respect, any Party wishing to initiate the amicable procedure must notify the other Party of its intention by registered letter with acknowledgement of receipt.

Each Party shall designate, within a month of giving notice, as described in the immediately preceding paragraph, the member of its staff who will be mandated to reach an agreement. These persons must have the authority to conclude a binding settlement. The Parties shall attempt to find a solution to their dispute on their own or with the assistance of their lawyers, and if necessary, with a mediator or conciliator.

The effort to reach an amicable agreement shall last one month, unless renewed as described hereinafter. This period is tacitly renewable by periods of one month until one of the Parties notifies by registered letter with acknowledgement of receipt its decision to stop this procedure.

The Section 13 CONFIDENTIALITY applies automatically at the beginning of the amicable procedure.

18.2 GOVERNING LAW, VENUE

The Contract shall be construed under and governed by the law of the State of New York, excluding the United Nations convention contracts for the international sale of goods. This provision shall apply to both formal and substantive requirements without application of the principles of conflict of laws. The Parties submit to the jurisdiction of the competent courts of New York, State of New York, provided however that Supplier will have the right to pursue Claims against Client in any other jurisdiction worldwide to enforce its rights under this Agreement.

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