

ARTICLE 1: DEFINITIONS

For the purposes of these General Terms and Conditions, the following terms, whether in the singular or plural, shall be understood, when used with a capital letter, to have the meanings set forth below:

"Anomaly(-ies)": any non-conformity, possibly reproducible, in the context of an IT Deliverable appearing on the Services and independent of misuse or use not in accordance with the contractual documentation, in particular the Proposal;

"Artefact": means the company Artefact, registered in the Paris Trade and Companies Register under the number B 418 267 704, having its registered office at 19 rue Richer 75009, Paris, France;

"Customer": means any natural or legal person who, for the needs of the Customer's professional activity, wishes to benefit from the Services and knowingly accepts the stipulations of these General Terms and Conditions;

"General Terms and Conditions": means these general terms and conditions of service including, where applicable, its appendices;

"Contract": means the indivisible set governing the contractual terms and conditions applicable to the Services and consisting of these General Terms and Conditions, the Proposal(s), as well as any appendices to these documents, as well as any modification that may be made thereto by the Parties;

"Data Processing Agreement": means the Personal Data Processing Agreement between the Parties and forming an integral part of this Contract;

"Personal Data": means personal data within the meaning of the Personal Data Regulation;

"Intellectual Property Right": means all (a) rights related to copyright and related rights, including, but not limited to, economic and moral rights, (b) trade secrets, (c) trademark rights, patent rights, design rights and databases, (d) know-how (e) other intellectual and industrial property rights of all kinds and of any nature;

"Artefact Group": means Artefact and all companies directly or indirectly controlled by it within the meaning of article L.233-3 of the [French] Commercial Code, and notably legal entities in which the Customer directly or indirectly holds more than 50% of the voting rights, as well as all companies affiliated with it;

"Deliverables": means the results obtained during the performance of the Services, notably including documentary deliverables (documents, study and/or analysis files, marketing methods, implementation, manuals, audit reports, maintenance documentation...) and/or IT deliverables (programs, configured software, interfaces...), and in general any asset subject to Intellectual Property Rights developed by the Service Provider for the benefit of the Customer in connection with the performance of the Services;

"Party(-ies)": means either individually, Artefact or the Customer and collectively, Artefact and the Customer;

"Service(s)": means any service(s) that Artefact undertakes to provide to the Customer, as defined in the Proposal;

"Proposal": means the summary document (purchase order, quotation, bid response), including by e-mail, describing the Services and the provisions for the determination of the price thereof, and if applicable the schedule;

"Personal Data Regulation": means the applicable laws and regulations regarding the protection of personal data and privacy, in particular the French law

n° 78-17 of 6 January 1978 relating to data processing, files and freedoms as amended and the Regulation (EU) 2016/679 of 27 April 2016 known as the "General Data Protection Regulation" (GDPR), as well as national laws, deliberations and recommendations of the CNIL or any other control or supervisory authority competent under the General Terms and Conditions or of any of the Parties.

"Specifications": means the detailed functional and technical specifications, as well as any other performance and design specifications relating to the IT Deliverables, established and validated by Artefact.

ARTICLE 2: SUBJECT

These General Terms and Conditions are intended to define the contractual framework to which the Parties have decided to submit the Services indicated in the Proposal signed or accepted by the Customer.

In case of contradiction between two documents of different rank, the contractual provisions shall prevail in the following order: (i) the Specifications, (ii) these General Terms and Conditions, (iii) the Proposal, and (iv) the Data Processing Agreement.

ARTICLE 3: ENTRY INTO FORCE

These General Terms and Conditions shall become effective on the date of the Customer's signature or acceptance of the Proposal and shall be applicable for the term indicated in the Proposal.

ARTICLE 4: SCHEDULE

A schedule for the performance of the Services may, as relevant, be agreed upon by the Parties, notably in the Proposal. In the event of delay and/or non-performance by the Customer of all or part of its obligations, Artefact shall in no event be held liable for failure to comply with the said schedule. In addition, these performance delays (notably should the Customer exceed the deadlines for which it is responsible, in particular in the transmission of elements requested by Artefact) will lead to the automatic extension of the deadlines set for Artefact to fulfil its obligations.

ARTICLE 5: COOPERATION BETWEEN THE PARTIES

The performance of the Services is based on active and regular collaboration between the Parties.

In this regard, the Parties have agreed to designate a person responsible for the monitoring and implementation of the Contract, who will serve as the other Party's main contact.

Specifically, each Party undertakes to:

- communicate as soon as possible to the other Party, prior to but also during the performance of the Services, any decisive information necessary for the performance of the Services or any event, difficulty or circumstance likely to affect the content, continuity, quality or cost of the Services;
- collaborate with any supplier or third-party service provider (for which the other Party is the contractual partner and in charge of the contractual relationship and more generally of its management) and notably provide them, within the required and adapted time limits, with any information, element, document, etc. which could be useful to them in the performance of their tasks;
- keep each other informed of any actions possibly undertaken by them which, to their reasonable knowledge, are likely to have an impact on the Services anticipated in the Contract.

ARTICLE 6: PROVISIONS FOR PERFORMANCE OF THE SERVICES

6.1 Material resources. Artefact shall be responsible for the equipment necessary for the performance of the Services and shall be responsible for the maintenance thereof.

6.2 Place of performance of the Services. The Parties may agree, depending on the need related to the Services, that the Services be physically performed at the Customer's premises and/or any premises designated by the Customer and/or performed remotely. In the latter case, travel and accommodation expenses (meals, hotels, train or plane, and, if necessary, taxis) incurred by Artefact and its employees for the purposes of performing the Services will be paid by the Customer.

6.3 Quality of Services. Artefact undertakes to perform the Services entrusted to it in accordance with the conditions set out in the Contract with all of the diligence and professionalism required for their proper performance and in accordance with industry practices, the laws and regulations in force, without Artefact being able to provide legal advice.

ARTICLE 7: ACCEPTANCE

7.1 Compliance of deliverables and acceptance procedure - principles. The purpose of acceptance operations is to check the correct fulfilment of the Services and of the Deliverables resulting from them, with respect to the contractual reference compliance framework (Specifications, terms of reference, other documents expressing the Customer's needs and expectations).

Any exploitation and/or use, in any form whatsoever, of the Deliverables (documentary or IT) produced by Artefact, even if they have not been accepted in the form anticipated in the Contract, shall constitute unconditional acceptance of the said Deliverables by the Customer.

7.2 Acceptance of documentary deliverables. The purpose of the acceptance is for the Customer to confirm that the Documentary Deliverable complies with the Contract and the schedule. Artefact provides the Documentary Deliverables to the Customer by e-mail for review. The Customer shall have a period of **three (3) business days** from the delivery of each of the Documentary Deliverables in which to express reservations as to any non-conformities between the said Documentary Deliverables and the Contract and/or to validate the said Documentary Deliverables. Should the Customer express sufficiently detailed reservations about the said Documentary Deliverables to Artefact in writing, Artefact shall provide the Customer with the modified Documentary Deliverables for comment. The above procedure will be repeated over a maximum of two (2) iterations.

Each validation of the Documentary Deliverables will be based on a written confirmation from the Customer. In the absence of a return from the Customer under the terms and conditions set forth above, or in the event of the Customer's use of the Documentary Deliverables, the latter shall be deemed to have been validated and accepted by the Customer without reservation.

7.3 Acceptance of IT Deliverables. The purpose of the acceptance is to verify (i) the complete delivery of the IT Deliverables as anticipated in the Contract, and (ii) their compliance with the Specifications. The acceptance will be performed on the basis of scenarios of technical and/or functional tests run by the Customer with the assistance of Artefact according to the methods defined and validated jointly between the Parties before the start of the acceptance of the final corrections and/or the solution for working around the Anomalies. The Customer shall have a period

of **three (3) business days** from the starting date of the acceptance operations in which to formulate observations or to validate the final corrections and/or the workaround solution for the Anomalies, involving a simple exchange of electronic mail or any means agreed between the Parties. In the absence of a return from the Customer under the terms and conditions set forth above, or in the event of a production go-live, the final corrections and/or the workaround solution for the Anomalies produced by Artefact shall be deemed to have been validated and accepted by the Customer without reservation.

ARTICLE 8: FINANCIAL TERMS

8.1. The price of the Services as well as the invoicing terms are defined in the Proposal. They do not include taxes, accommodation or travel expenses. Any change in the purpose and scope of the Services will result in a supplemental or amending Proposal.

8.2 Invoicing of the Services. The invoicing provisions for the Services vary according to the overall price of the Services in the Proposal:

- **Between €0 and €50,000 ex-VAT:** 100% invoicing at the start of the Services;
- **Between €50,000 and €200,000 ex-VAT:** 30% at the start of the Services, then 70% at the end of the Services;
- **Above €200,000 ex-VAT:** 30% at the start of the Services, 30% halfway through their performance; then 40% at the end of the Services.

8.3. Payment deadline. The Customer agrees to pay the invoices issued by Artefact within thirty (30) days from the end of the month, by transfer into the Artefact bank account.

8.4. Late payment. In accordance with the provisions of article L.441-6 of the Commercial Code, any invoices not paid by the due dates specified above shall entail the payment of late payment interest at the rate of three times the legal interest rate in force for the period in question at the Customer's place of business. Any payment after the due date automatically entails the payment by the debtor of a fixed indemnity of €40 for collection costs.

ARTICLE 9: CONTRACT TERMINATION

9.1 Either Party may terminate the Contract by operation of the law, in whole or in part, in the event that the other Party breaches any of its obligations under the Contract, without this being remedied within thirty (30) calendar days after the first presentation of a registered letter with acknowledgement of receipt sent by the injured Party, without prejudice to any damages and interest that the latter may be entitled to claim in this respect;

9.2 The Contract may be terminated by either Party in case of force majeure under the conditions set forth in article 16.

9.3 In case of Contract termination for any reason whatsoever, the Parties undertake to return to each other all Confidential Information of which they may be in possession, to settle the established contractual relationship by paying all sums due under the Contract, on the day of the Contract's effective termination.

ARTICLE 10: CONFIDENTIALITY

The Parties agree to consider as confidential and to maintain as such, the information provided by either of the Parties as well as that to which they may have had access, directly or indirectly, during the performance of the Contract, regardless of the form and/or medium of such disclosure or knowledge (hereinafter the "**Confidential Information**").

The Confidential Information notably includes all technical, financial, economic, commercial, legal and other information concerning the Parties. The Parties agree to handle all exchanged Confidential Information with the same care as their own Confidential Information, to refrain from disclosing it in any form, in any capacity and to any person whatsoever, and to take all necessary measures with their staff and/or participants of any kind, whether permanent or occasional. The Parties undertake, within a period not exceeding 15 (fifteen) days after Contract termination, regardless of the cause thereof, to hand over all documents that may have been provided to them by the other Party in connection with the Contract's conclusion and/or fulfilment.

It is expressly agreed that the provisions of this section shall remain in effect for a period of 3 (three) years from the Contract termination, regardless of the cause thereof.

The confidentiality obligation does not apply to information that:

- is known to the Parties and of which they are able to prove that they were aware through their own actions or those of a third party other than one of the Parties before the signing date of the Contract,
- is in the public domain or would enter it during the performance of the Contract other than through the actions or omissions of one of the Parties and/or personnel and/or intervener of any kind, permanent or occasional.

ARTICLE 11: PERSONAL DATA

Each of the Parties remains solely responsible for compliance with its own obligations within the framework of its activity and notably those relating to Personal Data protection.

As such, they undertake to comply with the Personal Data Regulations (including any obligation to inform data subjects) and to have made all notifications and submitted all requests for authorisation to their personal data protection authority required for the processing of Personal Data under their responsibility.

In connection with the performance of the Services, Artefact could possibly be required to process the Customer's Personal Data. In this context, the Parties agree to enter into a data processing agreement ("**Data Processing Agreement**").

However, the Parties agree that Artefact may, if necessary, work on a fictitious data set that will be produced by the Customer, excluding any Personal Data.

The Parties guarantee the confidentiality and security of the Personal Data to which they may have access in the context of the Contract (including, for example, the first and last names of managers and employees, professional e-mail addresses, etc.) and ensure that the persons authorised to process such Personal Data have undertaken to respect confidentiality.

Each Party undertakes to immediately inform the other Party of any breach of the protection of the said Personal Data or of any processing that may constitute a violation of the GDPR.

ARTICLE 12: COMMERCIAL REFERENCE

The Customer authorises Artefact to include its name and logo and/or its site on its list of references, as well as to use the Customer case in the promotion of its activities, and this, throughout the world.

ARTICLE 13: LIABILITY

The Customer acknowledges and agrees that Artefact is subject to a general obligation of means.

In particular, Artefact does not guarantee that the Customer will achieve the purpose expected from the Deliverables and shall not be held liable in this respect.

Artefact shall only be liable for direct damage caused - through its fault - to the Customer and for which the Customer must provide proof.

AS AN ESSENTIAL AND DETERMINING CONDITION OF ARTEFACT'S CONSENT, WHATEVER THE CAUSE OF THE LOSS AND ON WHATEVER BASIS, IF ARTEFACT'S LIABILITY IS PURSUED BY THE CUSTOMER UNDER THE CONTRACT, THE PARTIES EXPRESSLY AND IRREVOCABLY AGREE THAT THE CUSTOMER'S RIGHT TO COMPENSATION SHALL BE LIMITED, FOR ALL CAUSES, DAMAGES AND LOSSES COMBINED AND FOR THE DURATION INDICATED IN THE PROPOSAL, TO **100%** OF THE AMOUNT OF THE SUMS INVOICED AND COLLECTED BY ARTEFACT UNDER THE CONTRACT.

AS AN ESSENTIAL AND DETERMINING CONDITION, ARTEFACT SHALL NOT BE HELD LIABLE FOR ANY INDIRECT DAMAGES SUFFERED BY THE CUSTOMER, SUCH AS LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF REPUTATION, LOSS OF CAPITALIZATION, INCLUDING STOCK MARKET CAPITALIZATION, INCREASE IN OPERATIONAL OR NON-OPERATIONAL COSTS INCLUDING THIRD-PARTY PROCUREMENT COSTS, OPERATING LOSSES IN THE ACCOUNTING SENSE OF THE TERM, LOSS OF PRODUCTIVITY, CONTRACTS, IMAGE, MARGIN, DATA, FILES, FAILURE TO ACHIEVE SAVINGS OR EXPECTED GAINS.

ARTICLE 14: INSURANCE

Each Party undertakes to take out and maintain in force, for the entire duration of the Contract, an insurance policy with a company known to be solvent in order to cover the consequences of the liability that each Party may incur in the performance of the Services or during the fulfilment of the Contract.

ARTICLE 15: INTELLECTUAL PROPERTY

15.1 Intellectual Property Rights on pre-existing elements. Artefact remains the exclusive owner of the programs, methods, software resources, documentation, tools, data, processes and know-how created and/or developed independently and/or during the performance of the Services, whether or not they are subject to specific protection (copyright, patent, trademark, etc.).

15.2 Intellectual Property Rights on the Customer's elements. Artefact acknowledges that the Contract does not transfer or confer any Intellectual Property Rights relating to the Customer's brands, logos, products and services.

Insofar as necessary, the Customer grants a non-exclusive and non-transferable right to Artefact for the use of its Intellectual Property Rights relating to the Customer's tools, programs, information, data and databases that the latter makes available to Artefact for the duration of the Contract and for the purposes and in connection with the performance of the Services.

15.3 Grant of Intellectual Property Rights attached to the Deliverables. Artefact grants a non-exclusive, personal, non-assignable and non-transferable right to the Customer for the use of the Deliverables, under the following conditions:

- the right to use the Deliverables,
- the right to reproduce the Deliverables,
- the right to represent the Deliverables,
- the right to adapt the Deliverables, including the right to correct, develop, create new versions, translate, modify, assemble, integrate all or part of them into pre-existing or future works and on any medium mentioned in this article;

This concession applies for the benefit of the Customer as and when the Deliverables are produced by Artefact for the legal duration of protection of the Intellectual Property Rights provided for by French law, including future extensions and for the Customer's territory of establishment.

In the event that Artefact uses or integrates, in the Deliverables, software components subject to so-called "free" software licences (or "open-source"), and/or any other software of which it is not the author and/or publisher, the rights granted to the Customer on the said software shall be governed by the provisions of their specific licences.

15.4 Guarantees. For the entire duration of the granted rights and for the territory in which the Contract is performed, the Parties provide each other with a guarantee that all of the Intellectual Property Rights granted to one another under the Contract do not constitute an infringement / violation of any third-party Intellectual Property Rights, know-how or business secret. Consequently, each of the Parties undertakes to indemnify the other Party against any disturbance, dispute, claim, recourse, eviction or action for infringement of Intellectual Property Rights, unfair competition or other, brought by a third party and relating to the licensed elements.

Notwithstanding the provisions of the previous paragraph, the Customer acknowledges and agrees that Artefact can in no way whatsoever nor for any reason whatsoever guarantee the peaceful enjoyment of software components subject to open-source software licences.

The above guarantees are subject to the following express cumulative conditions:

- i. the Party wishing to avail itself of this clause has notified the other Party of the third party's action or claim as soon as possible;
- ii. the Party providing the guarantee has been able to defend its own interests and those of the other Party freely and at its own expense, notably with regard to choosing the lawyers in charge of its defence;
- iii. that, to do so, the Party seeking to invoke the clause has cooperated faithfully in the said defence by providing, in a timely manner, all elements, information and assistance reasonably necessary for the successful completion of this defence.

In the event that the prohibition of use of all or part of the above-mentioned guaranteed elements is pronounced as a result of any action or settlement, and notwithstanding the right of the injured Party to claim compensation for its loss, notably in the event of loss of use, the other Party shall endeavour, at its own choice and expense:

- firstly, to obtain the right for the injured Party to continue using the rights granted in the context of the performance of the Contract;
- failing that, to modify or replace the infringing elements in such a way as to avoid any infringement risk while ensuring the same specifications in terms of functionality and performance for the injured Party.

The above provisions set forth the only remedies available to the Parties and the limits of the guarantee with respect to remedies relating to third-party Intellectual Property Rights.

ARTICLE 16: FORCE MAJEURE

Neither Party shall be liable and no indemnity, damages or any other form of compensation may be claimed for delays or harmful consequences on the performance of the Services insofar as such delays or consequences are due to cases of force majeure. Cases of force majeure are understood to include only those defined by article 1218 of the Civil

Code and the case law of the Court of Cassation. The Party claiming force majeure shall, without delay, notify the other Party in writing of the reasons for the delay or breach (and the potential duration thereof) and also the fact that: (i) the performance of the affected Party's obligations shall be suspended for the duration of the force majeure situation; and (ii) the affected Party shall be granted an extension of time equal to the duration of the delay. Should the event resulting in the case of force majeure continue for more than thirty (30) consecutive days, each Party may immediately and automatically terminate the Contract without the need to complete any judicial formality, by registered letter with acknowledgement of receipt sent to the other Party.

ARTICLE 17: NON-SOLICITATION OF PERSONNEL

Each of the Parties waives the right to expressly and directly solicit the recruitment of any employee of the other Party with whom contact has been made during the performance of the Contract. This waiver shall be valid for the duration of the Contract and for twelve (12) months following its expiration or termination. Should one of the Parties fail to comply with this obligation, this Party undertakes to compensate the other Party by paying it compensation equal to twelve (12) months' gross remuneration for this employee.

ARTICLE 18: LACK OF EXCLUSIVITY

Artefact does not grant any exclusivity to the Customer and reserves the right to accept programs / missions from any third party, competitor of the Customer or not.

ARTICLE 19: OUTSOURCING

The Customer agrees that Artefact may use subcontractors, including any company of the Artefact Group, to perform all or part of the Services.

ARTICLE 20: MISCELLANEOUS

20.1 Contract assignment. Neither Party may assign, transfer or dispose of its rights or obligations under the Contract without the prior written consent of the other Party. Artefact shall be free to assign or transfer the Contract to any company in the Artefact Group, provided that such company has the same financial reliability.

20.2 Election of domicile. For the performance of this entire Contract, the Parties elect domicile in their registered offices.

20.3 Partial invalidity. Should any provision of the Contract be declared invalid or unenforceable under any applicable law or statute or by any jurisdiction, it shall be deemed as not having been written, but shall not invalidate the Contract. However, in the event that the nullity or inapplicability of a Contract clause would seriously affect the legal and/or economic balance of the Contract, the Parties agree to meet in order to replace the said clause with a valid clause that is as close as possible to it from both a legal and economic standpoint.

20.4 Permanence of the clauses. The failure of either Party to enforce any provision of the Contract, whether permanently or temporarily, shall not be deemed a waiver of that Party's rights under such provision.

20.5 Integral nature of the Contract. The Contract constitutes the entire agreement between the Parties with respect to the Services. It supersedes all previous agreements, declarations or discussions, including, where applicable, the Customer's general terms and conditions of purchase.

20.5 Applicable law. The Contract is governed by French law.

20.6 Assignment of jurisdiction. Should a dispute arise concerning the validity, interpretation, performance or termination for any reason whatsoever of the Contract, and unless the conditions for summary proceedings or a petition are met, the Parties agree to resolve their dispute amicably or through mediation.

IN THE ABSENCE OF AN AGREEMENT BETWEEN THE PARTIES WITHIN A PERIOD OF THIRTY (30) DAYS, THE DISPUTE SHALL BE SUBMITTED TO THE EXCLUSIVE JURISDICTION OF THE COMPETENT COURTS OF THE PARIS COURT OF APPEAL, INCLUDING FOR EMERGENCY PROCEEDINGS OR PROTECTIVE PROCEEDINGS, IN SUMMARY PROCEEDINGS OR BY PETITION, EVEN IN THE EVENT OF AN INCIDENTAL CLAIM, MULTIPLE DEFENDANTS OR ACTIVATION OF GUARANTEES.