TERMS AND CONDITIONS FOR MAINTENANCE

These are the Terms and Conditions ("Conditions" or "Contract") governing the Maintenance service that are applicable to all Software offered by Absyss S.A.S, registered in the RCS of Paris under the No. 353 281 561, whose registered office is located at 15-17 Boulevard du Général de Gaulle – 92120 Montrouge France, from whom You are taking out a subscription according to a separate, signed Order, beginning on 1st March 2022.

These Conditions set out your rights and obligations relating to the Maintenance service for the Software under Contract and subject to Your acceptance of and Your compliance with these conditions. These Conditions are applicable to the Customer and to all users having access to or using an Absyss Software Program.

1.   DEFINITIONS

Supplier:
Absyss may be referred to by its trade name or as "**the Supplier**".

Customer (or "You" or "Your"):
Means the entity identified as the "Customer" in the Order.

Order:
Means the order document (or "proposal") by the Customer referring to these Conditions, containing, among other things, but not limited to, the prices relating to the purchase and/or the fee for use of the Software by the Customer and, if applicable, the details and duration of the subscription. Order that will be considered integrated and incorporated in these Conditions for all purposes.

Contract:
Means the hereby "Contract" or "Conditions" concluded between the Customer and the Supplier, as well as the recitals.

Software:
Any intangible element for which the "**User Right**" is granted under a contract is called "**Software**". It consists of a sequence of instructions in machine language (executable code) intended to perform a function or a group of functions for the automatic processing of information. The right to use the software is granted through a license; in the contract, the software may indiscriminately and reciprocally be called "software" or "licence".

Documentation:
Means the electronic or paper medium describing the terms and conditions of use of the Software and including, among other things, the user manual, the installation manual and the support guide.

Request for information:
Means any Customer question concerning the malfunction of the Supplier's Software.

Maintenance:
Means all of the services and actions handled by the Supplier as described in this "Contract".

It includes the following services:
- Support
- Corrective Maintenance
- Upgrade Maintenance

Hardware:
Means all of the machines onto which the Software programs are loaded and may also be referred to by the term system.

Source Codes:
Means all of the programs written in high-level language produced by the author of the Software prior to its translation into machine language.

Anomaly:
Means any malfunction that either prevents the normal functioning of all or part of a Software program, or causes an incorrect result or action even though the Software is used in accordance with its associated technical documentation. Anomalies can be attributed either to the program itself, or to its use, or to the Documentation.

There are 3 levels of severity:
- Critical Fault (type "X" for the Supplier): an Anomaly must be classified as critical if it results in the complete shutdown of a Software or results in a permanent unavailability of the Service Expected by the Customer,
- Semi-Critical Fault (type "A" for the Supplier): an Anomaly must be classified as semi-critical if it makes the major features of the Software unavailable and if it has an impact on the Service Expected by the Customer,
- Non-Critical Fault (type "B" for the Supplier): an Anomaly must be classified as non-critical if it makes minor features of the software unavailable without any impact on the Service expected by the Customer.

Call response time:
Is defined as the response time during which the Supplier undertakes to provide the Customer with a technical expert to diagnose the causes of the problem and proceed with telephone repair service.

Service response time:
Is defined as the repair time during which the Supplier undertakes to correct the anomaly and to provide a workaround solution pending a correction.

Business hours:
Business hours mean 8 am to 6 pm, Monday through Friday, excluding holidays in Metropolitan France.

Patch:
Means the corrections made to the Software following the identification of an Anomaly.

Updates:
Means the successive versions of the Software programs comprising the corrections of Anomalies supplied by the Supplier in connection with corrective maintenance. Updates do not include new features.

New Versions:
Means the subsequent versions of the Software programs including new features delivered by the Supplier in connection with upgrade maintenance.

The Supplier designates the different versions of Software programs by a three-item code that takes the form R.VE.MJ, where R designates the release number, VE the Version number and MJ the number of the Update (for example, V5.3.4).

New Editions:
Means subsequent versions of the Software programs including new modules or extended use limits; these versions are not delivered by the Supplier in connection with upgrade maintenance.

Expected Service:
Means the industrialisation of operations with the Software, particularly the following functions:

Job scheduling:

- Production design through graphic modelling
- Automatic task preparation
- Planning and scheduling of periodic or on-demand tasks
- Centralised task management, which gives an overview of the state of advancement of operations

Operational management of the business activities:

- The definition of business indicators through graphic modelling
- The automatic generation of results
- The personalised restoration of results

Satisfactory Response:
Means, in connection with support service, the supply by the Supplier of information and recommendations to be followed by the Customer. Also means, for the "Workaround solution", the supplies owed by the Supplier to:

- Detect or diagnose the Anomaly and propose a correction or workaround schedule,
- Remedy the Anomaly and permit normal use of the Software by the Customer in accordance with its associated technical documentation.

Workaround solution:
Means the procedure for supplying a stopgap making it possible to work around the Anomaly (called "Satisfactory Response") applied to the version of the Software used by the Customer, along with the instructions for installing and operating this procedure and whose installation and/or operation and/or use does not result in any additional investment for the Customer such as, in particular, purchasing basic computer hardware and software and/or increasing the members of the Customer's staff responsible for using and operating the Software.

Operating Site:
Means the Software installation and use site or sites, and, consequently, the site or sites where the Supplier must potentially carry out Maintenance.

2. PURPOSE

The Supplier (Absyss) has designed and developed a Software suite whose purpose is to industrialise the IT production and operational management of the business activities. The Customer has acquired a Software or a user right and wishes to be granted a "Maintenance Contract" for this Software.

The purpose of this contract is to define the conditions under which the Supplier provides the corrective and upgrade maintenance associated with the licenses for said Software on the servers operated by the Customer having a right to use these licenses.

2.1 QUALIFICATION

The systems are qualified for the application of this contract if the following conditions are satisfied:

- The hardware satisfies the minimum required hardware configuration conditions,
- The hardware is either covered by a Manufacturer (hardware) maintenance contract or is maintained by the Customer at an equivalent level,
- The operating system (license supplied by the Manufacturer) of the hardware is maintained by the customer at the level of the current version "n", (latest version distributed in the product catalogue). This version may not be any lower than 2 (two) major versions (n-2) of the current version,
- The designated software programs are in their current version; if they are not, the Customer must purchase this current version and install it on its system.

Insofar as the designated software concerns specific products developed for the Customer, any new adaptation required by modifications of the laws in force or change in context are not covered by this contract.

2.2 TERMS AND PLACE OF THE SERVICES EXECUTION

The Software is delivered in the form of electronic files along with the associated documentation in French or English.

The Supplier undertakes to use the means and methods necessary to supply a quality service (reliability, availability and performance) as regards the Software as well as the associated corrective and upgrade maintenance.

3. COMPLIANCE WARRANTY

The Supplier guarantees that the software program and of the maintenance services are compliant with the Contract and particularly with the technical, functional and operating specifications validated by the Parties.

If the Supplier fails to comply with this guarantee, the Customer may notify the Supplier, at its choice, of the termination of the Contract for breach or of the resolution by rights of the Contract, without prejudice to all damages that the Customer might be able to claim.

4. NATURE AND EXTENT OF THE MAINTENANCE SERVICES

Subject to payment by the Customer of the fee specified in article 5, the Supplier will provide maintenance service for the Software covered by this contract and for the contract period, the Supplier will provide the following services:

4.1 SUPPORT

As support services, the Supplier provides "Support" assistance to respond to the Software malfunctions encountered by the Customer's staff authorised to contact the Supplier.

This "Support" can be accessed by the Customer according to the following means of communication: dedicated telephone line, e-mail address, Internet portal.

The Supplier undertakes to provide a Satisfactory Response to the Anomalies encountered by the Customer. As part of the Satisfactory Response, the Supplier: diagnoses the nature of the Anomaly affecting the proper operation of the Software, remedies the Anomaly in order to allow the Customer normal use of the Software in accordance with its associated technical documentation, either temporarily (workaround solution), or permanently.

Telephone support days and times:

- **Standard** maintenance service:
  - 8 am - 6 pm 5/7 days (business days in Metropolitan France) concerning Critical, Semi-Critical and Non-Critical Anomalies
- **Premium** maintenance service:
  - 8 am - 6 pm 6/7 days (business days in metropolitan France) + Saturday (business day in Metropolitan France) concerning Critical Anomalies, Semi-Critical and Non-Critical Anomalies
- **Gold** maintenance services:
  - 24 hours a day, 7 days a week concerning Critical and Semi-Critical Anomalies
  - 8 am - 6 pm 5/7 days (business days in Metropolitan France) concerning Critical, Semi-Critical and Non-Critical Anomalies
  - All calls received outside business hours and concerning requests other than a Critical or Semi-Critical Fault are billed at the rate in force.
  - All calls concerning versions of the Software not covered by maintenance will be billed at the rate in force.

Supplier's support contact information

- Support phone number: **+33 1 40 84 85 91**
- Support e-mail: **hotline@absyss.com**
- Customer Web portal: **https://support.absyss.fr**
- Address of the Supplier's site in France: 15 bd du général de Gaulle-92120 MONTROUGE
- Address of the web site for information about the Software: www.absyss.com

4.2 CORRECTIVE MAINTENANCE

For corrective maintenance services, the Supplier undertakes to permanently correct the Anomalies and to restore the Software to good operating condition by the deadlines defined in *article 20 "INTERVENTION DEADLINES"*, either as of notification of the Anomaly by the Customer completed by the information requested by the Support department, or at the end of the procedure for supplying a Workaround Solution.

4.3 UPGRADE MAINTENANCE

For upgrade maintenance services and at the Customer's request, the Supplier undertakes to provide the New Versions of the Software and to update the Documentation. Only standard software programs as listed in the Supplier's catalogue of products are concerned by updates.

The modifications that will be made by the Supplier to the Software in connection with upgrade maintenance include all or part of the Software revisions made necessary as a result of a change in the regulations in force, an upgrade of the Hardware or to the operating system in this contract.

The Supplier undertakes to adapt the Software to the new versions of the operating systems used by the Customer within three months following the date of general distribution of the version and limited to what is technically possible.

The Supplier undertakes to announce any substantial modification of the Software three months in advance.

The Supplier undertakes to provide maintenance for a version for three (3) years.

The Supplier also undertakes to upgrade its Software, limited to what is technically possible, so that this Software is continuously compatible with the products making up the environment in place at the Customer's site and with which the Software is meant to interface.

The Supplier will provide licenses connected with the new versions free of charge in order to permit the Customer to qualify them. It will provide maintenance support to resolve the anomalies encountered during qualification under the same conditions as the Corrective Maintenance service and the Support service.

When the publication of a new version of a Software involves a recovery of the software's internal data files, the Supplier undertakes to provide the tools, software or procedures necessary to recover these files.

In the case where, on a same system, a specific part was developed for the Customer, and if this part is directly interfaced with one or more standard software programs, the update of the interfaces remains the Customer's responsibility.

If travel is necessary, the travel and lodging expenses will be borne by the Customer in accordance with the conditions in force; this type of intervention will be carried out following a prior agreement of the Customer. On-site installation and additional training services, as well as, where necessary, transfer of the files from one version to another, remain the Customer's responsibility.

5. SUPPLIER'S METHODS OF INTERVENTION/ GENERAL INFORMATION

5.1 SUPPLIER'S STAFF AND MANAGER

The Supplier undertakes to designate the type of profile required for the members of the team responsible for performing the Maintenance services. The Supplier undertakes that the persons responsible for carrying out these services will possess the skill and experience necessary to fulfil these obligations properly. The Supplier may call on persons who are not part of its staff to carry out a portion of the Maintenance services. The Supplier will be wholly liable for any malfunction and for any violation caused by the staff to whom the Maintenance services have been entrusted.

5.2 GENERAL INFORMATION

The Customer may access the services provided electronically by the Supplier, including the following services:

- Downloading of the Software documentation,
- Consultation of the FAQ concerning good use practices for the Software,
- Reporting and monitoring of problems through a customer web portal, accessible via the Internet,

- Software operating report: The Supplier sends the Customer by e-mail a summary of the open calls to the Customer's manager. This document will serve as reference document to identify the list of issues in progress. The Supplier will send this summary to the Customer at the Customer's simple request.

5.3 ANTIVIRUS

Whatever mode of intervention is selected, the Supplier undertakes to take all required steps so as not to risk spreading any virus while performing its Maintenance services.

In particular, any software or IT tool used by the Supplier for its Maintenance services and that come into contact with the Customer's environment must have been tested beforehand by an anti-virus software dating back less than one (1) month.

6. MAINTENANCE FEE - PAYMENT

In return for the services provided by the Supplier, the Customer must pay all fees owed by the deadline indicated and agreed in the Purchase Order for the annual renewal of this Contract signed and returned by the Customer.

The Supplier reserves the right to revise the amount of this fee, based on the SYNTEC index (index of the profession) in accordance with the regulations in force. This revision will take effect at the beginning of each calendar year, notice of termination by the Customer of this contract within thirty (30) days of the date of receipt of the notice.

The rule for the annual increase of the fee in force on the contract signing date is the following:

- $P=P0*I/I0$ where
- P: Applicable price of maintenance for the year N
- P0: Price of maintenance for the year N-1
- I: SYNTEC index in force for the month of October of year N-1
- I0: SYNTEC index in force for the month of October of year N-2.

The amount of the annual fee for all software specified in an amendment to this contract is calculated exclusive of V.A.T.; the V.A.T. will be billed to the Customer in addition.

The fees will be billed per calendar year, except for the first year when they will be prorated. Payment is due thirty (30) days following the billing date, the invoice being issued at the start of the annual period to which it corresponds (payable in advance).

The Customer's agreement is confirmed by sending the Supplier a duly signed Purchase Order specifying the references to this document thus serving as final order.

7. EXTENDED SUPPORT

A version is supported for a period of three (3) years from the general release date. At the end of this period, the Customer may subscribe to an extension of the maintenance services for a version of the software that is no longer supported, limited to 2 years and according to the following terms and conditions:

- For the first (1st) year of extended support, a 25% increase of the price of maintenance or of the subscription,
- For the second (2nd) year of extended support, a 30% increase of the price of maintenance or of the subscription,

The Extended Support service delivers a corrective patch only for Critical Anomalies in production environment.

8. CUSTOMER'S OBLIGATIONS

The Customer undertakes to allow the Supplier's personnel free access to its Operating Site and in particular to the communication, information and data systems and equipment necessary to carry out their duties.

The Customer appoints a Customer Manager in charge of maintenance who will have the necessary skill and will be solely authorised, except in case of emergency, to phone the Supplier. The name of the first Manager appointed by the Customer will be indicated within fifteen (15) days following the signing of this Contract.

The Customer guarantees the stability of the skills of the members of its team trained in the use of the software, and undertakes to train the appointed Manager in the features of the new versions at the Supplier's site.

In general, the Customer will cooperate in good faith to facilitate the Supplier's interventions, particularly by communicating to it all necessary or requested information of which it is aware.

The Customer manages its data itself. The Customer undertakes in particular to perform the backups of these data according to the backup procedures that it has defined.

If the Customer's Manager changes, due to temporary or permanent unavailability, the Customer undertakes to inform the Supplier as soon as possible and to provide it with the name and contact information of the replacement. This replacement must, as soon as possible, have at least the same skills and knowledge as his predecessor.

9.   LIMITATION

The Supplier will not be required to provide the services covered by this contract:

- If the software products are not used in accordance with their original specifications,
- If the source of the problem is due to the use of a software not covered by this contract,
- If the source of a problem is due to the use of a software not sold by the Supplier,
- If, in general, the Customer does not fulfil its obligations under this contract,
- If the nature of the request necessitates the establishment of new procedures, new parameterizations, new programs or the management of new data not provided for in the original contract.

This contract is a software maintenance contract excluding any anomaly connected with hardware on which the software licenses are installed. Therefore, any intervention of the Supplier connected with a hardware failure will be billed to the Customer and may not, under any circumstance, be part of the services included in this contract.

At the Customer's request, any service/intervention that exceeds the framework of this contract will be billed separately based on the rate in force.

10.   INSURANCE

The Supplier undertakes to subscribe to an insurance policy covering the financial consequences of the public liability, contractual or tortious, that may incur under this Contract and strictly limited to the amount paid for the licenses fees.

The Supplier's liability will be limited to the amount of €500,000 in case of damage to property. The Supplier may not be held liable for indirect damage, for injury resulting from, but not limited to, loss of profit, from loss of turnover, from a commercial disturbance or loss of revenues. In case of simple financial losses, the Supplier's liability will be strictly limited to the amount of the order issued under the contract.

The Supplier undertakes to provide the Customer, at its first request, with the corresponding insurance policy certificates, specifically mentioning the coverage limits and up-to-date payment of the premiums.

11.   LIABILITY OF ABSYSS

The Supplier will compensate the Customer for all damage to property resulting from a proven anomaly on the part of the Supplier in connection with this contract, it being understood that this compensation may not exceed the amount of the Software purchase.

The Supplier may not be held liable for losses or destructions of data.

Under no circumstance may the Supplier be held liable for a financial, commercial, or other damage caused directly or indirectly by the use or the operation of the Software.

In order to limit any risk of unauthorised intervention on the Customer's infrastructure, the Supplier will not have the access codes to the Customer's infrastructure.

The limitation of liability of this article does not apply in case of personal injury, gross negligence, deliberate act or fraudulent, breaches of the provisions of *article 13 "Confidentiality"* and in case of infringement mentioned in *article 12 "Intellectual Property – Dispossession Guarantee"*.

This article provides a complete description of the Supplier's liability.

12.   DURATION

This contract is concluded for an initial period of one (1) year from its effective date. It will be renewed on 1 January of each year for 12 months unless a notice of termination has been given by either party on 30 September of the current year at the latest. The termination will take effect on 31 December of the current year.

When the Supplier decides to no longer directly or indirectly provide maintenance for one of the designated software programs, it will inform the Customer six (6) months beforehand and will provide the sources of the programs corresponding to the modules concerned.

13.   INTELLECTUAL PROPERTY - DISPOSSESSION GUARANTEE

The Software programs remain the entire and exclusive property of the Supplier. The Customer recognises that the Software programs constitute highly valuable business secrets for the Supplier, and it undertakes to protect the confidential nature of the information and secrets belonging to the Supplier by conserving and using the Software programs in good faith and in compliance with the provisions of the Agreement. The Customer undertakes not to allow any unauthorised person or third party not bound by this contract to use the Software programs without the Supplier's prior consent. The Customer is prohibited from disassembling, decompiling or modifying the Software programs or from doing anything to obtain a source code equivalent to that of the Software programs.

The Customer may reproduce the Software programs only to make a reasonable number of copies for internal backup or archiving purposes. Each copy must indicate all copyrights, business secrets, trademarks and all other notices of intellectual property rights that appear on the original versions of the Software programs. The Customer is prohibited from modifying the Software programs without the Supplier's prior, written consent. No modification, development or addition of the Software programs, whatever the extent, may have the effect of reducing or limiting the Supplier's rights over the Software programs.

The Supplier warrants to the Customer that the Updates and New Versions of the Software programs and each of the documents developed by the Supplier in connection with the Contract, as well as the tools used by the Supplier, do not constitute an infringement of the industrial or intellectual property rights or all other rights belonging to a third party.

Consequently, the Supplier undertakes to indemnify the Customer against all financial consequences resulting from a lawsuit or from a third-party claim.

Therefore, the Supplier will handle the defence or the settlement, at its expense, of any lawsuit brought by a third-party against the Customer alleging infringement by the Software, when it is used in accordance with this contract, of a patent, copyright, trademark, manufacturing secret or other proprietary right. The Supplier will indemnify the Customer against all losses, costs or compensation that it has been sentenced to pay. The Customer must notify the Supplier quickly, in writing, within eight (8) days of their notification, of all infringement claims, lawsuits or allegations. The Supplier will have sole control of the defence in any lawsuit, as well as of negotiations to reach a settlement or a compromise, with the Customer's assistance. The Supplier will not bear any expenses and costs incurred at the sole initiative of the Customer on this occasion, unless agreed to previously in writing.

If a court were to consider that the Updates or New Versions of the Software Programs covered by the Contract and/or any document developed by ABSYSS in connection with the Contract, as well as the tools used by the Supplier, constitute an infringement of the industrial or intellectual property rights or all other rights belonging to a third party, ABSYSS must then:

- Either obtain, at its expense and without delay, the right for the Customer to continue using the Software programs on the Customer's Hardware and in the Customer's environment without interruption of the Maintenance services;
- Or produce another Software program having the same features and performances and meeting the needs and constraints in terms of physical configuration and environment of the Customer without interruption of the Maintenance services,
- Or produce another document.

14. CONFIDENTIALITY

The information provided and documents of all kinds, regardless the format, exchanged between the parties regarding this contract, or generated in connection with the contract, including all information or data of the Customer's customers and of the entities affiliated with the Customer constitute Confidential Information.

Confidential Information does not include information:

- Already in the public domain at the time of its communication to the receiving Party and/or
- That came into the public domain after its communication to the receiving Party other than through a breach of this Contract by this party and/or
- Transmitted to the receiving Party by a third party free to disclose of it

Each of the Parties undertakes not to copy, reproduce or distribute or communicate to any physical person or legal entity, all or part of the Confidential Information that is not its own and to which it has access or that has been communicated to it by the other Party in connection with this Contract without the prior, express consent of the Party from whom they originate.

Each of the Parties will send this Confidential Information only to the members of its staff and/or subcontractors or consultants who will need to know it to perform the Contract.

The Supplier warrants and certifies that is will do what is necessary to ensure that its staff and/or subcontractors or consultants respect the confidentiality of the Customer's data. At the Customer's request, the Supplier undertakes to inform it of the names, addresses, entities and correspondents of its staff and/or subcontractors who need to intervene at one of the Customer's sites.

In the event a Party deems it necessary, solely for the needs of the performance of the Contract, to disclose Confidential Information to a third party, this disclosure may be made only provided that this third party is subject to the duties of confidentiality mentioned above and subject to the prior, written consent of the other Party. Each of the Parties undertakes not to use the Confidential Information for purposes other than those provided for in this Contract.

Each of the Parties will bear with respect to the other all consequences of a violation of the duty of confidentiality mentioned in this contract by it or one of its employees.

The duty of confidentiality mentioned in this article remains valid after the end of the contract extended by the duration of the contractual time limit, notwithstanding any early termination of this contract, for a period of 5 years following the expiration of the Contract.

At the end of this duty of confidentiality period, each party undertakes to return all confidential documents to the other party or to destroy all confidential documents and to provide the other party with the corresponding certificates of destruction.

15. ESCROW

The Supplier deposits the source codes of the software in a safe at its backup centre, located at 48 rue de la santé in Paris (75014). In case of court-supervised liquidation, bankruptcy or discontinuation of ABSYSS's business, if maintenance of the software programs is not taken over by a third party, the source codes will be provided to the Customer upon presentation of the user license and proof of its payment to the court-appointed administrator. Duplication costs are payable by the Customer.

In this case, the Customer has a personal right to use the source code of the Software package for its own needs. This right includes the right to adapt the source code to the maintenance requirements of the Software package. This obligation to deposit will persist for the entire term of the Contract.

16. ASSIGNMENT

On the condition that it informs the Supplier in advance by regular mail, the Customer is authorised to assign this contract to any "Affiliated Entities" of its choice.

For the application of this clause, the expression "Affiliated Entities" means all companies or legal entities in which the Customer directly or indirectly holds the majority of the capital.

In the other cases, this contract may not be partially or totally assigned or transferred without the Supplier's prior, written consent.

17. TERMINATION

If one of the Parties fails to fulfil any of its obligations under this Contract, the other party will be entitled, three (3) weeks following formal notice sent by registered letter, return receipt requested that has gone unheeded, or immediately in case of irreparable breach, to terminate this Contract, notwithstanding the right to request compensation for the injury suffered.

This Contract will also be terminated automatically by simple written notification of the other Party and without incurring any liability toward this Party in case of the discontinuation of the business of a Party, reorganisation proceedings, its court-supervised liquidation or any other judicial decision having an equivalent effect and in the cases provided for by law, following silence or refusal to opt for the continuation of this Contract by the administrator or the court-appointed liquidator.

Termination does not result in the waiver by the Customer or by the Supplier of the other actions that it may bring against the other Party as stipulated by article 9. The Customer will remain bound, even after termination of this Contract, by its obligations regarding confidentiality and intellectual property as indicated in article 13 of the Agreement.

Any cessation of payment of the annual fee by the Customer within a period of three (3) months will be considered tacit termination of this contract, with automatic and implied cancellation of the services pertaining to it.

18. CONTRACT

This contract supersedes and replaces all prior written or verbal agreements between the parties having the same purpose. Any waiver or modification of any of these provisions may not take effect until after having been the subject of a written agreement duly signed by the parties hereto.

The terms of this contract will prevail over any condition that may appear on the orders or other documents issued by the Customer.

19. LEGALITY IN LIGHT OF EMPLOYMENT LEGISLATION

The Supplier's representative, signatory of this contract, declares on his honour that the work done by it or by its potential subcontractors will be carried out with employees lawfully employed in view of articles L 341-6, L.143-3 and L.620-3 of the French Labour Code or rules of equivalent effect in the country to which they are connected.

20. DISPUTES

This contract is governed by French law. All disputes relating to this contract, to a component of the software or to its payment will come under the jurisdiction of the Commercial Court of PARIS, whatever the conditions of sale and payment accepted, including in case of a third-party complaint or multiple defendants.

21. RESPONSE TIMES

All response times are understood to be within the relevant timetable of the contract and for the Production environment only.

Support response time:

In connection with *article 3.1,* with respect to Support, the Supplier must respond to the Customer within the following time frames:

Standard and Premium Support Service

- In case of a Critical Anomaly in the Production environment: within one (1) business hour following the Customer's call and completed by the information requested by the support department.
- In case of a Semi-Critical Anomaly in the Production environment: within four (4) business hours following the Customer's call and completed by the information requested by the support department.

Gold Support Service

- In case of a Critical Anomaly in the Production environment: within one (1) hour following the Customer's call and completed by the information support department.
- In case of a Semi-Critical Anomaly in the Production environment: within four (4) hours following the Customer's call and completed by the information requested by the support department.

Return to service time for Support

In connection with article 3.1, the Supplier must provide the Customer with a Workaround solution or a permanent correction within the following time frames:

Standard Support Service

- In case of a Critical Anomaly in the Production environment: within four (4) business hours following the Customer's call and completed by the information requested by the support department.
- In case of a Semi-Critical Anomaly in the Production environment: within twenty-four (24) business hours following the Customer's call and completed by the information requested by the support department.

Gold Support Service

- In case of a Critical Anomaly in the Production environment: within four (4) hours following the Customer's call and completed by the information requested by the support department.
- In case of a Semi-Critical Anomaly in the Production environment: within twenty-four (24) hours following the Customer's call and completed by the information requested by the support department.

Corrective maintenance response times

In connection with the establishment of a Workaround Solution and Support service, the Supplier undertakes to permanently correct the Anomaly as soon as possible and at the latest:

- In case of a Critical Anomaly: within forty-eight (48) business hours following the establishment of the Workaround Solution.
- In case of a Semi-Critical Anomaly: within ninety (90) business days following the establishment of the Workaround Solution.

The time frames defined above must be recorded in an intervention and Anomaly correction report prepared by the Customer's technical manager and made known to the Supplier's technical manager. This report must contain the following information:

- The Supplier's telephone number and the Customer's reference number
- Date and time of notification of the Anomaly by the Customer
- Classification of the Anomaly
- Precise definition of the Anomaly and reproduction scenario
- Date and time a Satisfactory Response or a permanent correction was provided by the Supplier
- Date and time a permanent correction of the Anomaly was provided following the supply of a Satisfactory Response (where applicable)

22. SECURITY GUARANTEE

The Supplier is bound to a duty of security, particularly in terms of absence of security breaches or regarding the protection of the Customer's Data while executing its services and deliverables.

23. PERSONAL DATA

The Supplier recognises the highly strategic nature for the Customer of compliance with the French Data Protection Regulation and undertakes in this regard in particular to obey the regulation in force.

The Supplier undertakes in particular to ensure the security and the confidentiality of these data and that the collection and processing of personal data will comply with the GDPR.

The collection of these data, which has as legal basis the legitimate interest of the data controller, concerns operations regarding customer relations management, outstanding invoices and disputes.

The Supplier undertakes not to transfer any of the Customer's personal data outside the European Union.

In accordance with the laws on the protection of personal data, all natural persons have a right of access, rectification, deletion and portability with regard to the information concerning him or her, which the Customer may exercise by sending the Supplier an email, accompanied by a copy of its ID document, to the address marketing@absyss.com.

24. LATE PENALTIES

PENALTIES FOR DELAYED RETURN TO SERVICE IN CONNECTION WITH SUPPORT

- In case of a Critical Fault in a Production environment: €200, excluding taxes, per business day late at the end of the period of 4 business hours provided for the supply of a Workaround solution or a permanent correction in connection with support
- In case of a Semi-Critical Fault in a Production environment: €100, excluding taxes, per business day late at the end of the period of 24 business hours provided for the supply of a Workaround solution or a permanent correction in connection with support

All penalties are capped at 15% of the amount of the annual maintenance fee.

25. INVALIDITY AND AMENDMENT OF THE CONTRACT

If one of the stipulations of this contract is invalidated, this invalidity will not result in the invalidity of the other stipulations, which will remain in force and effect between the parties.

26. APPLICABLE LAW AND COMPETENT COURT

The Contract and any claim relating to the Contract and to its purpose are governed and interpreted in accordance with French law.

ALL DISPUTES RELATING TO THE SIGNING, INTERPRETATION, PERFORMANCE OR TERMINATION OF THE CONTRACT ARE SUBJECT TO THE EXCLUIVE JURISDICTION OF THE COMMERCIAL COURT OF PARIS, FRANCE, NOTWITHSTANDING MULTIPLE DEFENDANTS OR THIRD PARTY CLAIMS, INCLUDING FOR URGENT PROCEEDINGS, PROCEEDINGS ON EXPEDITED OR EX-PARTE APPLICATION.